

**NOTICE OF OPEN MEETING & VOTE TO  
CLOSE PART OF THE MEETING  
A G E N D A  
COUNCIL MEETING  
City of Moberly  
City Council Room – Moberly City Hall  
101 West Reed Street  
December 16, 2019  
6:00 PM**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

**1. City Council minutes**

**Recognition of Visitors**

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

**2. Communication from Charter**

**Public Hearing and Receipt of Bids**

**3. Receipt of bids for Rt. M Phase 2 Construction.**

**Ordinances & Resolutions**

**4. An Ordinance Approving A Collective Bargaining Agreement Between The City Of Moberly, Missouri And The Local 2671, International Association Of Firefighters.**

**5. An Ordinance Authorizing The City Manager To Enter Into A Construction Agreement With Rhad A. Baker Construction, L.L.C. For Phase 2 Of The Route M Construction Project**

**6. An Ordinance Authorizing Participation In And Execution Of A State Block Grant Agreement For Funding Airport Runway Improvements.**

**7. An Ordinance Authorizing The City Manager To Execute A Cooperative Agreement For Sidewalk Construction.**

**8. An Ordinance Authorizing The Mayor To Execute An Amendment To Cooperative Agreement With JKKJ 923 S Morley Properties, LLC.**

**9. An Ordinance Calling an Election in the City of Moberly, Missouri**

**10. An Ordinance Authorizing The City Manager To Execute Three Sewer Service User Agreements**

**11. An Ordinance Approving the Execution of a Sewage Treatment Agreement Between the City of Moberly, Missouri and the City of Huntsville, Missouri.**

**12. An Ordinance Authorizing And Approving An Amendment To The Budget For The City of Moberly, Missouri Previously Adopted For The Fiscal Year July 1, 2019 to June 30, 2020.**

**13. A Resolution Authorizing The City Manager To Enter Into An Agreement With SiteMed North America, LLC For Onsite Firefighter Physicals**

**14. A Resolution Authorizing The City Manager To Execute A Letter Agreement With Howe Company, LLC For Surveying Of Sidewalk Easements Along KWIX Road And Pig-N-Bun Road.**

- [15.](#) A Resolution Authorizing the Filing of an Application with the Missouri Department of Natural Resources, State Revolving Fund Program for Loans Under the Missouri Clean Water Law (Chapter 644, RSMO).
- [16.](#) A Resolution Authorizing the Mayor to Execute a Consent and Agreement between Heritage Hills Golf Course, LLC and Moberly Missouri Public Building Corporation.
- [17.](#) A Resolution Correcting Resolution No. R-871 And Authorizing The City Manager To Purchase A Pump And Impellers For Sewer Lift Stations.
- [18.](#) A Resolution Authorizing The City Manager Of Moberly, Missouri To Enter Into Agreement With Howe Company, LLC For Professional Engineering Services For Storm Water Plan Review Assistance Agreement
- [19.](#) A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

**Official Reports**

- [20.](#) Department Head Monthly Reports

**Anything Else to Come Before the Council**

- [21.](#) Appointment to the University of Missouri Extension Council
22. Consideration of a Motion to adjourn to a Work Session

**Adjournment**

**The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.**



December 4, 2019

#1.

City of Moberly, Missouri Council Minutes

Council met in special session at 12:00 p.m. at the Moberly Area Economic Development Corporation, Conference Room, 115 N. Williams, Moberly, Missouri, with Mayor Jeffrey presiding.

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

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

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

A closed session was held.

Mayor Jeffrey reopened the meeting.

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

December 2, 2019

## City of Moberly, Missouri Council Minutes

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

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

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

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

Tom Sanders, Moberly Community Development/Public Works Director was named was named Public Works Leader of the Year of the Missouri Chapter of the American Public Works Association. In attendance for the presentation were Steve Schultz, of Bartlett and West and American Public Works Association past President, Chapter Delegate and Cole County Engineer, Eric Land, Moberly Mayor and City Council.

Police Chief, Troy Link and Moberly Public Utilities Director, Mary Calcagno accepted the 2019-2020 Risk Management Assessment Award from MIRMA, a self-insured pool comprised of Missouri municipalities and a \$9,425.00 check for a Police Department dashboard camera and a sewer camera, presented by Jeff Arp, MIRMA.

The following bids were received for Route M Phase 2, Bridge and Abutment Design: **Big R Bridge**, \$30,600.00; **Contech Engineered Solutions**, \$35,640.00. A motion was made by Brubaker and seconded by Kyser to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH CONTECH ENGINEERED SOLUTIONS, LLC FOR THE PEDESTRIAN BRIDGE AND CROSSWALK SIGNALS IMPROVEMENT PROJECT"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE REPEALING ORDINANCE NO. 9557 AND RATIFYING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH SEAN ROBERT MILLER AND MONICA M. MILLER FOR SEWER INFRASTRUCTURE"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote



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

Kimmons introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI AND THE CHIEF OF POLICE TO EXECUTE A COOPERATIVE AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF MOBERLY, MISSOURI"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A KUBOTA KX057 EXCAVATOR"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A PUMP AND IMPELLERS FOR SEWER LIFT STATIONS"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kyser and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION ADOPTING HEALTH CONTRIBUTION RATES AND HEALTH INSURANCE PLAN OPTIONS FOR THE CITY OF MOBERLY, MISSOURI EMPLOYEES FOR THE YEAR 2020"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Kimmons, Davis and Kyser. Nays: Jeffrey. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Brubaker, Kimmons, Davis and Kyser. Nays: Jeffrey.

Kimmons introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$484,743.76"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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

A work session was held followed by a closed session.

Mayor Jeffrey reopened the meeting.

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

#### Work Session

The following was discussed at the work session:

Review two proposals to provide firefighter physicals.

Receipt of bids for Route M Phase 2 Construction.

Review of Budget Amendments for the Health Trust Assessments.

Discussion of changing the name of KWIX Road and Pig n Bun Road.

Agreement for KWIX Road and Pig n Bun Road sidewalk project.

Amend agreement with Dave Kinder on the property on E. McKinsey Street.

Review of a proposal from Moberly Chamber of Commerce for the 2020 Tourism Budget.

State Block Grant Agreement approving the funding of Project 19-034A-1.

An Ordinance calling an election in the City of Moberly, Missouri.

Update on ESP Water Meter, Software, Water Plant and Wastewater Treatment Facility project.

Appointment to the University of Missouri Extension Council.



November 18, 2019

#1.

City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Kyser and seconded by Brubaker to approve the minutes of October 21, 2019, November 4, 2019 and November 6, 2019 Council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for new patrol vehicles for the Police Department on 10-11-2019 and accepted by Moberly City Council on 11-4-2019: **Moberly Motor Co.**, 2020 Dodge Durango, all-wheel drive and police package \$28,821.00; 2020 Dodge Durango, 5.7L V8, all-wheel drive and police package \$31,397.00; 2020 Dodge Charger, w/V8, front wheel drive, 4 door and police package \$22,667.00; 2020 Dodge Charger, w/V8, all-wheel drive, 4 door and police package \$25,165.00. **Receipt of additional bid for 2020 Ford Police Interceptor Explorer AWD 4-door for \$32,898.00 and equipment group 67U and 67V, ultimate wiring package and the Police Wire Harness Kit (Front and Rear, \$701.00) for a total cost of \$33,599.00.** A motion was made by Kimmons and seconded by Brubaker to accept the additions bid amounts. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING CHAPTER 22, ARTICLE V, DIVISION 2, SECTION 22-229 OF THE MOBERLY CITY CODE"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING THE CITY MANGER TO EXECUTE A FINANCIAL ASSISTANCE AGREEMENT AND MEMORANDUM OF UNDERSTANDING FOR THE GLASS RECYCLING GRANT"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING THE CITY OF MOBERLY, MISSOURI EQUIPMENT LEASE PURCHASE AGREEMENT AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION WITH THE DELIVERY OF THE LEASE"** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none.

Davis introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A COOPERATION AGREEMENT FOR COORDINATED INDUSTRIAL LAND SALES; 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: Davis, Kyser, Jeffrey, Brubaker and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Davis, Kyser, Jeffrey, Brubaker and Kimmons. Nays: none.

Kyser introduced **"A RESOLUTION ACCEPTING THE BID OF MOBERLY MOTORS FOR A 2020 FORD POLICE INTERCEPTOR EXPLORER AND AUTHORIZING THE PURCHASE FOR \$33,599.00"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. 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 Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI AUTHORIZING FILING OF PROPOSED TECHNICAL STANDARD SPECIFICATIONS CODES FOR SANITARY SEWER SYSTEMS AND WATER MAIN CONSTRUCTION"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$823,163.21"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Monthly reports were received from various departments.



Mayor Jeffrey nominated Kevin Hall to be re-appointed to the Board of Adjustment. A motion was made by Davis and seconded by Brubaker to re-appoint Kevin Hall to the Board of Adjustment. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Members from the news media present were: Bob Ehle, KWIX/KRES Radio Station, Erik Cliburn, Moberly Monitor-Index.

A motion was made by Kyser and seconded by Kimmons to adjourn to a work session followed by a closed session to discuss the status of pending litigation (MO Statutes 610.021,1). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A work session was held followed by a closed session.

Mayor Jeffrey reopened the meeting.

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

#### Work Session

The following was discussed at the work session:

Receipt of bids for Route M Phase II Bridge and Abutment.

Pump repairs and motor replacement for four pumps at 7 Bridges Road Lift station and N. Morley Street stations.

The Public Utilities Department has found that it is necessary to perform more and more repairs and replacement of sewer and water mains. As part of this work, staff are utilizing the mini-excavator more due to the ease of operation especially in tight places. It is not uncommon to have several excavation sites going on at one time. The State bid has a unit that meets our need at a cost much less than was budgeted in the approved Utilities' CIP budget.

Ordinance authorizing the City Manager to enter into an agreement with the housing authority of the City of Moberly for 2020.

Discussion of the final contract for Collective Bargaining Agreement between the City of Moberly and International Association of Firefighters.

November 18, 2019  
City of Moberly, Missouri Council Minutes

Council met in special session at 4:30 p.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

Council Members answering the roll call were: Jerry Jeffrey, John Kimmons, Cole Davis and Austin Kyser. Absent: Tim Brubaker. Tim Brubaker entered the meeting at approximately 4:35 p.m.

A motion was made by Kyser and seconded by Davis to approve the agenda. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker. Tim Brubaker entered the meeting at approximately 4:35 p.m.

Members from the news media present were: Erik Cliburn, Moberly Monitor-Index.

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

#### Work Session

The following was discussed at the work session: Health Trust Additional Assessment and Schedule of Budget Amendments, provided by Finance Department. Provided for review was a Health Insurance Proposal prepared by John Cochran, Valentine Insurance Agency. Present was Derek Duncan, USI Insurance Services and by phone Michael Krupp, USI Insurance Services, who gave an update and reviewed the City of Moberly, Group Benefits Renewal Report. It was the consensus of the Council to go with Sun Life Financial/Assurant for the 2020 renewal year for the City's Reinsurance Provider.



# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #2.  
 Department: City Manager  
 Date: December 16, 2019

**Agenda Item:** Communication from Charter

**Summary:** See attached document

**Recommended**

**Action:** Communication

**Fund Name:** N/A

**Account Number:** N/A

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

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



November 26, 2019

City of Moberly  
ATTN: Brian Crane, City Manager  
101 West Reed Street  
Moberly, MO 65270

Re: Moberly Educational Access Channel

Dear Mr. Crane:

Thank you for meeting with Dan Kennedy and me on November 22nd regarding the Educational Access Channel in Moberly. As we have discussed, the channel has not been utilized by the Moberly School District for an extensive period of time; if at all. In addition, per your inquiries with the school district, it was clear that there was not a desire by the district to utilize the channel. Therefore Charter, which has a Video Service Authorization with the Missouri Public Service Commission under its legal entity Spectrum Mid-America, LLC, hereby informs you that we are beginning the process of reclaiming Channel 985 pursuant to Section 67.2703(3) RSMo.

As always, should you have any questions, please do not hesitate to contact me at 314-543-6640 or [Paul.Berra@charter.com](mailto:Paul.Berra@charter.com).

Thank you!

Sincerely,

Paul G. Berra  
Director, State Government Affairs – Missouri

Cc: The Honorable Jerry Jeffreys, Mayor  
Mr. D.K. Galloway, City Clerk  
Paul Abbott, Vice President, Local Government Affairs Franchising  
Jarad Falk, Sr. Director, State Government Affairs  
Gary Lafser, Sr. Director, ISP  
File

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #3.  
 Department: Public Works  
 Date: December 16, 2019

**Agenda Item:** Receipt of bids for Rt. M Phase 2 Construction.

**Summary:** Advertisement was done for the construction, bids were opened on November 21, 2019 at 10:30am. Two (2) bids were received from S & A Equipment & Builders and Rhad A. Baker Construction. Staff recommends Rhad A. Baker Construction with the low bid with Alt. A.

Attached are the bids.

**Recommended**

**Action:** Accept this bid.

**Fund Name:** Transportation Trust - Rt. M

**Account Number:** 600.168.5409

**Available Budget \$:** 19657.88

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

**Moberly, MO**

Moberly Sidewalk Improvements Project

**Bid Tab**

Date: 11/15/2019  
 Bartlett & West Project No.: 19254.008  
 TAP-4500(209)

MoDOT Item No.	Description	Quantity	Unit	Engineer's Estimate		Contech Engineering Solutions		Big R Bridge*	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	Base Bid								
703-99.02	Prefabricated Pedestrian Bridge Abutment Design	1	LS	5,000.00	\$5,000.00	2,200.00	\$2,200.00	2,100.00	\$2,100.00
703-99.03	Prefabricated Pedestrian Bridge	1	LS	30,000.00	\$30,000.00	33,440.00	\$33,440.00	28,500.00	\$28,500.00
	<b>Base Bid Total</b>				<b>35,000.00</b>		<b>35,640.00</b>		<b>30,600.00</b>

\*Bidder was non-responsive  
 (no bid bond or acknowledgement  
 of addendum provided)

**BID DAY TAB**

CITY OF MOBERLY MO - ROUTE M SIDEWALK IMPROVEMENTS - PROJECT NO. TAP-4500(209)  
 OWNER: CITY OF MOBERLY, MO

BID DATE: Thursday, November 21, 2019 @ 10:30 AM LOCAL TIME  
 Location: East & West Project # 019254.008

#	Bidder	Total Base Bid	Alternate Bid Items				Total	Addendum (Y/N)	Bond (Y/N)
			Add Alternate A	Subtotal	Add Alternate B	Subtotal			
1	Grant Amount								
2	Engineer's Estimate	\$69,090.00	\$15,000.00	\$84,090.00	\$15,000.00	\$99,090.00	N/A	N/A	
3	S + A Equipment + Builders	79,583.06	45,684.36	125,267.42	16,124.03	658.56	Y	Y	
4	Rhoad A Baker	81,535.00	10,000	6,000	1,470	99,005.00	Y	Y	
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

**BIDDER CHECKLIST**  
**FINAL CHECKLIST BEFORE SUBMITTING BID**

- 1. For this project, Section 102.2 of the Missouri Standard Specifications for Highway Construction requiring bidders to be on MoDOT's Qualified Contractor List shall be waived. Prequalification of bidders will not be required. Contractors shall provide references if requested by the City after the bid opening.
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City Clerk, Public Works, 101 W. Reed St., City of Moberly. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**
- 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

.....

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

.....

All questions concerning the bid document preparation can be directed to Tom Sanders, the Director of Public Works at (660) 269-8705. Project specific questions can be directed to Austin Johnson of Bartlett & West, Inc. at (573) 659-6737.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Tom Sanders, the Director of Public Works at (660) 269-8705 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

**NOTICE TO CONTRACTORS**

Sealed bids, addressed City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270 for the proposed work will be received by the City of Moberly until 2:00 PM (prevailing local time) on June 20<sup>th</sup>, 2019, at the office of the City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270, and at that time will be publicly opened. Bids should be delivered to: City Clerk, City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The proposed work involves construction of abutments for a prefabricated pedestrian bridge. The contractor will be required to construct abutments as designed by the bridge manufacturer which will be paid for by the bid items as noted in the project manual and plans. Add alternates for the installation of rectangular rapid flashing beacons, radar activated speed limits warning signs and crosswalk striping are also included in the bid for this project. The project will consist of concrete pavement work, tie in grading, seeding, and erosion control. All equipment, material, and workmanship must be in accordance with the plans, specifications, and contract documents on file with the City of Moberly.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction" 2017 version, and "Missouri Standard Plans for Highway Construction", 2017 version (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The 2019 version of the following shall apply:

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans  
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Moberly", and the term "Engineer" is a reference to the Engineer of Record from Bartlett & West, Inc.

The contracting authority for this contract is the City of Moberly.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Completion Date: December 19, 2019

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 500



(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable). A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond
- Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 26", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

All bidders must also be enrolled in the E-Verify Program and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)



This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

S + A Equipment + Builders LLC, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual                       partnership                       joint venture  
 corporation, incorporated under laws of state of \_\_\_\_\_

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

\_\_\_\_\_

Executed by bidder this 20<sup>th</sup> day of Nov 2019.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

*Ryan Arrowood*

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

*RYAN Arrowood owner*

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** City of Moberly, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

BID FORM

#3.

Proposal of S+A Equipment + Builders LLC (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of MO doing business  
as a individual to the City of Moberly, Missouri.  
*( a corporation, a LLC, a partnership, an individual)*

BIDDER hereby proposes to perform all WORK for the construction of

**Moberly, MO – Pedestrian Bridge & Crosswalk Signals Improvements Project  
Federal Aid Project No. TAP-4500(209)**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth  
therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party  
thereto certifies as to its own organization, that this BID has been arrived at independently,  
without consultation, communication, or agreement as to any matter relating to this BID  
with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be  
specified in the NOTICE TO PROCEED.

BIDDER further agrees to pay as liquidated damages the sum of \$500.00 for each  
consecutive calendar day after the allowed period of performance.

BIDDER acknowledges receipt of the following ADDENDUM:

No. 1, dated 11-11-2019

No.     , dated                     

No.     , dated

MoDOT Item No.	Description	Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
<b>Base Bid</b>					
608-60.04	Concrete Sidewalk, 4 in.	19	SY	251 <sup>25</sup>	54,784 <sup>25</sup>
608-40.23	Sidewalk Hand-Railing	48	LF	127 <sup>55</sup>	6,127 <sup>20</sup>
616-99.01	Traffic Control	1	LS	5,374 <sup>47</sup>	5,374 <sup>47</sup>
618-10.00	Mobilization	1	LS	4,366 <sup>93</sup>	4,366 <sup>93</sup>
627-40.00	Contractor Furnished Surveying and Staking	1	LS	6,710 <sup>64</sup>	6,710 <sup>64</sup>
703-99.01	Pedestrian Bridge Abutment Concrete	12	CY	2,247 <sup>22</sup>	26,964 <sup>20</sup>
703-99.02	Pedestrian Bridge Abutment Reinforcing Steel	1,500	LB	3 <sup>20</sup>	5,550 <sup>20</sup>
703-99.03	Pedestrian Bridge Abutment Aggregate Base	4	CY	571 <sup>37</sup>	2,285 <sup>52</sup>
703-99.04	Aggregate Backfill	2	CY	969 <sup>98</sup>	1,939 <sup>96</sup>
703-99.05	Installation of Prefabricated Pedestrian Bridge	1	LS	10,778 <sup>16</sup>	10,778 <sup>16</sup>
805-10.00A	Seeding - Cool Season Mixtures	0.1	AC	47,028 <sup>43</sup>	4,702 <sup>24</sup>
<b>Base Bid Total</b>					79,583 <sup>94</sup>
<b>Add Alternate A</b>					
616-99.01	Radar Activated Speed Limit Warning Sign	2	EA	22,842 <sup>37</sup>	45,684 <sup>16</sup>
<b>Base Bid + Add Alt A</b>					125,268 <sup>10</sup>
<b>Add Alternate B</b>					
903-99.01	Rectangular Rapid Flashing Light Bars	1	LS	16,124 <sup>03</sup>	16,124 <sup>03</sup>
<b>Base Bid + Add Alt A &amp; B</b>					141,392 <sup>13</sup>
<b>Add Alternate C</b>					
620-00.09	Preformed Thermoplastic Pavement Marking, 6 in. White	49	LF	13 <sup>44</sup>	658 <sup>56</sup>
<b>Base Bid + Add Alt A + Add Alt B + Add Alt C</b>					142,051 <sup>23</sup>

BID TOTAL

\$ 79,583<sup>94</sup>  
(figures)

Seventy-Nine Thousand Five Hundred Eighty-Three Dollars and  
Ninety-Four Cents

(words)

The low bidder will be determined based upon the total construction cost.

This Bid is submitted by:

S + A Equipment + Builders LLC  
Name (Corporation), LLC, Partnership, Individual)

[Signature] 11/20/19  
Authorized Signature Date

owner Po Box 937, FULTON, MO 65251  
Title Address

20-4099920 573 220 3653 FULTON, MO 65251  
FEIN Phone No. City, State, Zip

CORPORATE SEAL – (if BID is by a corporation)



# BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we  
S & A Equipment & Builders, LLC

as principal and National American Insurance Company  
as surety, are held and firmly bound unto the City of Moberly in the penal sum  
of Five Percent (5%) of Amount Bid Dollars (\$ 5% of amount bid) to be  
paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Scaled with our seals and dated this  
December 17th, 2019

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on West Reed Street in  
Randolph County, project City of Moberly – Sidewalk Improvement Project Phase 2 for construction or improvement  
of Pedestrian Bridge and Crosswalk Signals as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly  
execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with  
the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the  
commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement  
as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately  
and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any  
other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond  
form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway  
Construction.

S & A Equipment & Builders, LLC  
Principal

SEAL

By [Signature]  
Signature

National American Insurance Company  
Surety

SEAL

By [Signature] David S. Salavitch  
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in  
the state of Missouri.

Revised 9-20-2017

NATIONAL AMERICAN INSURANCE COMPANY  
CHANDLER, OKLAHOMA  
POWER OF ATTORNEY

#3.  
Number: CBB0056726

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

David S. Salavitch, Luke P. Sealer, Robert L. Cox, II

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

*W. Brent LaGere*

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

On this 26<sup>th</sup> day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



*Janet Taylor*

Notary Public  
My Commission Expires April 8, 2022  
Commission #02006203

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 17<sup>th</sup> day of December 2019



*R. Patrick Gilmore*

R. Patrick Gilmore, Secretary

# BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we

\_\_\_\_\_ as principal and \_\_\_\_\_ as surety, are held and firmly bound unto the City of Moberly in the penal sum of \_\_\_\_\_ Dollars (\$) to be paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on West Reed Street in Randolph County, project City of Moberly – Sidewalk Improvement Project Phase 2 for construction or improvement of Pedestrian Bridge and Crosswalk Signals as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the commission, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Commission, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

SEAL

\_\_\_\_\_  
Principal  
By \_\_\_\_\_  
Signature

SEAL

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.



**DBE Submittal Forms**

(6) **DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening.

(A) **DBE Contract Goal:** By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 9% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

(B) **DBE Participation:** The bidder certifies that it will utilize DBE's as follows:

9 % OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to, and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

(C) **Certification of Good Faith Efforts to Obtain DBE Participation:** By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal: (Attach additional sheets if necessary).

Multiple horizontal lines provided for the bidder to list steps taken to meet the DBE contract goal.

### DBE Submittal Forms

Identification of Participating DBEs: The information shown on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the \_\_\_\_\_ by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is \_\_\_\_\_ and the email address for submittal is \_\_\_\_\_. The original copy must be mailed by overnight mail to the Local Public Agency the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is 0%)

The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

(A) DBE Name & Address	(B) Bid Item numbers (Or Line numbers)	(C) \$ Value of DBE of Work **  (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal ** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item  (C x D)	(F) % Of Total Contract Amount for each item  (E/Total Contract Amount)
1. Schrimpf Landscaping 2820 Brush Creek Ct Jefferson City, MO 65109	805-10.00A	$\$35,000 \times .1 = \$3,500$	100%	$3,500 \times 100\% = \$3,500$	$3,500 / 79,583 = 4.3\%$
		Total 3,500		Total 3,500	Total 4.3%
2. Keith Contracting 1906 Old Hwy 40 Columbia, MO 65202	616-99.01	$4,000 \times 1 = 4,000$	100%	$4,000 \times 100\% = 4,000$	$4,000 / 79,583 = 5\%$
		Total 4,000		Total 4,000	Total 5%
3.					
		Total		Total	
4.					
		Total		Total	
Total DBE Participation		\$7,500		\$7,500	9.3%

\*\* Cannot exceed contract amount for given item of work.

## DBE Submittal

#3.

(A) DBE Name & Address	(B) Bid Item numbers	(C) \$ Value of DBE of Work **  (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal **  (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item  (C x D)	(F) % Of Total Contract Amount for each item  (E/Total Contract Amount)
Trucking Services  Only used if the DBE owns the trucks or is leasing from a DBE firm			100%		
Trucking Services  Trucks are leased from non-DBE source				Only Include Fees for Trucking Services	
Brokered Services				Only Include Fees for Brokered Services	
Totals (Page 1)		\$7,500		\$7,500	9.3%
Totals (Page 2)					
Totals (additional pages if needed)					
Total DBE Participation		\$7,500		\$7,500	9.3%

\*\* Cannot exceed contract amount for given item of work.

Company: StA Equipment + Builders Date: 11-21-2019

By: Milo Henny Title: Estimator

**BIDDER CHECKLIST**  
**FINAL CHECKLIST BEFORE SUBMITTING BID**

- 1. For this project, Section 102.2 of the Missouri Standard Specifications for Highway Construction requiring bidders to be on MoDOT's Qualified Contractor List shall be waived. Prequalification of bidders will not be required. Contractors shall provide references if requested by the City after the bid opening.
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City Clerk, Public Works, 101 W. Reed St., City of Moberly. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**
- 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

.....

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

.....

All questions concerning the bid document preparation can be directed to Tom Sanders, the Director of Public Works at (660) 269-8705. Project specific questions can be directed to Austin Johnson of Bartlett & West, Inc. at (573) 659-6737.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Tom Sanders, the Director of Public Works at (660) 269-8705 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

**NOTICE TO CONTRACTORS**

Sealed bids, addressed City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270 for the proposed work will be received by the City of Moberly until 2:00 PM (prevailing local time) on June 20<sup>th</sup>, 2019, at the office of the City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270, and at that time will be publicly opened. Bids should be delivered to: City Clerk, City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270.

**(1) PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The proposed work involves construction of abutments for a prefabricated pedestrian bridge. The contractor will be required to construct abutments as designed by the bridge manufacturer which will be paid for by the bid items as noted in the project manual and plans. Add alternates for the installation of rectangular rapid flashing beacons, radar activated speed limits warning signs and crosswalk striping are also included in the bid for this project. The project will consist of concrete pavement work, tie in grading, seeding, and erosion control. All equipment, material, and workmanship must be in accordance with the plans, specifications, and contract documents on file with the City of Moberly.

**(2) COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction" 2017 version, and "Missouri Standard Plans for Highway Construction", 2017 version (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans  
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Moberly", and the term "Engineer" is a reference to the Engineer of Record from Bartlett & West, Inc.

The contracting authority for this contract is the City of Moberly.

**(3) PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Completion Date: As noted in the JSPs

**(4) LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 500



(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable). A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond
- Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 26", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

All bidders must also be enrolled in the E-Verify Program and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Rhoda A. Baker Construction LLC, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

- sole individual LLC                       partnership                       joint venture
- corporation, incorporated under laws of state of \_\_\_\_\_

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name


Executed by bidder this 21<sup>st</sup> day of November 2019.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-CONCLUSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

  
\_\_\_\_\_  
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Rhad Baker  
\_\_\_\_\_  
Please print or type name and title of person signing here

Attest:

\_\_\_\_\_  
Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** City of Moberly, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:



BID FORM

Proposal of Rhoda Baker Construction LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Missouri doing business as a LLC to the City of Moberly, Missouri.  
*( a corporation, a LLC, a partnership, an individual)*

BIDDER hereby proposes to perform all WORK for the construction of

**Moberly, MO – Pedestrian Bridge & Crosswalk Signals Improvements Project  
Federal Aid Project No. TAP-4500(209)**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED.

BIDDER further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day after the allowed period of performance.

BIDDER acknowledges receipt of the following ADDENDUM:

No. 1, dated 11/11/19

No.     , dated                     

No.     , dated

MoDOT Item No.	Description	Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
<b>Base Bid</b>					
608-60.04	Concrete Sidewalk, 4 in.	19	SY	265.00	5,035.00
608-40.23	Sidewalk Hand-Railing	48	LF	75.00	3,600.00
616-99.01	Traffic Control	1	LS	2,000.00	2,000.00
618-10.00	Mobilization	1	LS	25,000.00	25,000.00
627-40.00	Contractor Furnished Surveying and Staking	1	LS	2,000.00	2,000.00
703-99.01	Pedestrian Bridge Abutment Concrete	12	CY	700.00	8,400.00
703-99.02	Pedestrian Bridge Abutment Reinforcing Steel	1,500	LB	4.00	6,000.00
703-99.03	Pedestrian Bridge Abutment Aggregate Base	4	CY	3,000.00	12,000.00
703-99.04	Aggregate Backfill	2	CY	1,000.00	2,000.00
703-99.05	Installation of Prefabricated Pedestrian Bridge	1	LS	15,000.00	15,000.00
805-10.00A	Seeding - Cool Season Mixtures	0.1	AC	5,000.00	500.00
<b>Base Bid Total</b>					\$ 81,535.00
<b>Add Alternate A</b>					
616-99.01	Radar Activated Speed Limit Warning Sign	2	EA	5,000.00	10,000.00
<b>Base Bid + Add Alt A</b>					
<b>Add Alternate B</b>					
903-99.01	Rectangular Rapid Flashing Light Bars	1	LS	6,000.00	6,000.00
<b>Base Bid + Add Alt A &amp; B</b>					
<b>Add Alternate C</b>					
620-00.09	Preformed Thermoplastic Pavement Marking, 6 in. White	49	LF	30.00	1,470.00
<b>Base Bid + Add Alt A + Add Alt B + Add Alt C</b>					99,005.00

BID TOTAL \$ 99,005.00  
(figures)

ninety nine thousand, five dollars and 00/100  
(words)

The low bidder will be determined based upon the total construction cost.

This Bid is submitted by:

Rhad A. Baker Construction LLC  
Name (Corporation, LLC, Partnership, Individual)

[Signature] 11/21/19  
Authorized Signature Date

Managing Member 4851 Cord 219  
Title Address

20-4501223 573-489-6470 Fulton MO 65251  
FEIN Phone No. City, State, Zip

CORPORATE SEAL – (if BID is by a corporation)

**BID BOND**

Great Midwest Insurance Company

**CONTRACTOR:***(Name, legal status and address)*

Rhad A. Baker Construction, LLC  
 4851 County Road 219  
 Fulton, MO. 65251

**OWNER:***(Name, legal status and address)*

City of Moberly MO.  
 101 W. Reed Street  
 Moberly, MO. 65270

**SURETY:***(Name, legal status and principal place of business)*

Great Midwest Insurance Company  
 800 Gessner Suite 600  
 Houston TX 77024

**BOND AMOUNT:** Five (5%) of the amount of bid**PROJECT:***(Name, location or address, and Project number, if any)*

Pedestrian Bridge Abutment and Sidewalk Construction Project  
 Project # TAP-4500(209)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.



Signed and sealed this 21st day of November, 2019.

Rhad A. Baker Construction, LLC

[Signature]  
(Witness)

[Signature]  
(Principal) (Seal)  
Managing Member  
(Title)

Great Midwest Insurance Company

[Signature]  
(Witness)

[Signature]  
(Surety) Attorney in Fact Katherine D. Morin (Seal)  
(Title)

POWER OF ATTORNEY

GM-201177

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Katherine D. Morin

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Four Million dollars (\$4,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 15th day of October, 2018.

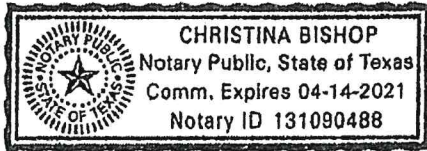


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Peter B. Smith President

ACKNOWLEDGEMENT

On this 15th day of October, 2018, before me, personally came Peter B. Smith to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 21st Day of November, 2019.



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of obtaining information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal penalties.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #4.  
 Department: Administration  
 Date: December 16, 2019

**Agenda Item:** An Ordinance Approving A Collective Bargaining Agreement Between The City Of Moberly, Missouri And The Local 2671, International Association Of Firefighters.

**Summary:** The City bargaining team of City Manager Brian Crane, Marva Viley, George Albert and Michael Gallagher negotiated with the union representatives for many months which resulted in the agreement presented to the council on November 16. That version of the agreement has been ratified by a majority of the union and executed by its representatives. The council may accept or reject the agreement or may recommend changes to the agreement which would require further negotiation.

**Recommended Action:** Pass the Ordinance authorizing the execution of the Collective Bargaining Agreement..

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MOBERLY, MISSOURI AND THE LOCAL 2671, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS.**

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

**SECTION ONE:** A proposed Collective Bargaining Agreement (“Agreement”) between the City of Moberly, Missouri (“City”) and Local 2671, International Association of Firefighters (“Union”) was presented to a Work Session of the Moberly City Council at a duly noticed and constituted public meeting on November 18, 2019 and on the Regular Agenda on December 16, 2019.

**SECTION TWO:** The Agreement has previously been presented to the members of the Union and was ratified by a majority of the members of the Union in the form attached hereto.

**SECTION THREE:** The Agreement is in compliance with the statutes of the State of Missouri and may be approved by the city council by a vote of a majority of the council members.

**SECTION FOUR:** The Agreement is hereby approved, and the Mayor, City Manager and Fire Chief are hereby authorized to execute the Agreement on behalf of the City.

**SECTION FIVE:** 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 16th day of December, 2019.

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

**ATTEST:**

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



**PREAMBLE**

This Collective Bargaining Agreement, (the “Agreement”) between the City of Moberly (the “City”) and Local 2671, International Association of Firefighters (the “Union”) is as follows:

This Agreement is binding on the City and Union. This Agreement embodies the full extent of the agreement and the discussions between the City and the Union. This Agreement shall not become effective until it is approved by the City Council in an Ordinance enacted at a duly constituted public meeting of the City Council.

**ARTICLE 1—LABOR AND MANAGEMENT RELATIONS**

**SECTION 1.01 Recognition**

The employer recognizes IAFF union 2671 as the exclusive bargaining agent for all employees of the Moberly Fire Department holding the rank of Lieutenant or below.

The Parties acknowledge that new Fire Department members shall serve a probationary period in accordance with, and subject to, the provisions of the Employee personnel, not to exceed 12 months., unless actively working toward a Firefighter I or Firefighter II certification, in which case the probationary period shall not exceed eighteen (18) months.

**SECTION 1.02 Discrimination and Diversity**

Neither the City nor the Union shall discriminate, against any member of the Unit for his or her activity on behalf of, or membership in the Union. The City shall not restrict, interfere, or punish members for exercising legal speech expressing religious, political, social beliefs which are different from other members, council members or members of the public as long as it is conducted off duty, out of uniform.

The City and the Union agree that there will be no discrimination against any Unit employee because of race, color, age, religion, disability, handicap, gender, or sexual orientation. Discrimination shall be defined in accordance with state and federal law and apply to all provisions of this section. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also in the feminine and neutral gender in all situations where they would so apply.

**SECTION 1.03 Union Business**

**1.) General Provisions**

Any member of the Unit who is elected or appointed to the IAFF or Local 2671 Executive Office (President, Vice President, Secretary, Treasurer, or other offices), may be granted time off to perform Local 2671 Union business, where no time will be charged to the member as well the city will not incur overtime expenses as a result of the time off. The

member must request time off as early as possible. While the Fire Chief will not arbitrarily refuse the request, the Fire Chief has the authority to limit the amount of time taken for cause, such cause shall be provided in writing upon request of the affected officer.

**2.) Notice**

After notice to the Chief’s Office and with approval, Union Officers who are on duty may perform Union duties during regular working time as long as those duties do not interfere with the member’s work, and the member will suffer no reduction in pay for the time spent in performing those Union duties. The union will be provided space for a filing cabinet and use of private meeting space, pending approval from the fire chief.

**3.) City Council Meetings**

Union Officers and or their designees shall be permitted to attend City Council during non-working time and shall be permitted to address City Council and speak on behalf of the Union at the discretion of the Union Officer.

**4.) Monthly Union Meetings**

On the first Tuesday of each month from 6:00 p.m. and 9:00p.m. , the MFD Station may be used to conduct Union Meetings. All on duty Members shall be permitted to attend and participate in said meetings. On-duty Members shall always be “ready to respond” for calls. In the event that an “Emergency Meeting” is needing to be conducted, the Union shall be able to use the MFD Station with approval of the Fire Chief.

**5.) Gender Neutral Verbiage**

Whenever any words are used in this Agreement in the masculine gender, they shall be constructed as though they were also in the feminine and neutral gender in all situation where they would so apply.

***SECTION 1.04 Payroll Deduction of Union Dues & Other Deductions***

Formatted: Emphasis, Font: Not Bold

**1.) General Provisions**

*The City shall allow the deduction of dues from the pay of those employees who individually make such arrangements through the City’s payroll system.*

**2.) Indemnification**

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney’s fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City pursuant to the provisions of this Section or in reliance upon any other information provided by the

Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this Section.

**SECTION 1.05 Bulletin Boards**

The Union shall limit its posted notices and bulletins to such bulletin boards, removable only by the Executive Board of the Union or shift representatives. The Employer shall provide a total of 4ft by 3ft of wall space for one (1) bulletin board for the use of the Union in the firehouse in an area that is mutually agreed to by the Union and Fire Chief's office and accessible to Members.

Posting on the allocated bulletin boards shall be only for Union business, and by the Executive Board or designee.

**SECTION 1.06 Joint Labor Management Committee (JLMC)**

**1.) General Provisions**

There shall be a MFD Joint Labor Management Committee consisting of at least the Fire Chief and Union President.

**2.) Meeting Frequency**

The JLMC shall meet as frequently as the Fire Chief and Union President deem necessary, but not less than every three (3 months) unless mutually agreed upon by both parties to cancel said meetings. The committee shall meet at the request and agreement of the available attending committee members.

**3.) Topics of Discussion**

Both parties shall meet to discuss all matters of mutual concern, including but not limited to significant long-term budgetary items, long range planning, policy changes or new policies, all matters of health and safety, training objectives, public relations, working conditions, and, to the extent that there are proposed changes in the future, the processes that lead to the filling of vacancies, such as hiring and promotions.

**4.) Advisory Status of Decisions**

Recognizing the City's management rights as addressed in Section 1.09 of this Agreement, it is understood and agreed that all decisions of the JLMC are advisory only unless a consensus has been reached by the parties on the topics of discussion.

**5.) On Duty Participation in JLMC Meetings**

Elected Union Officers shall be allowed to participate in JLMC meetings while they are on duty without being required to utilize earned leave to attend said meetings.

**SECTION 1.07 Union Representation**

**1.) General Provisions**

A Member has the right to be represented by the Union at any examination or interview of the Member by any representative of the City in connection with any investigation if the Member believes that the examination may result in disciplinary action against the Member or another Member, or if the City notifies the Member the examination may result in disciplinary action.

**2.) Procedure**

Should the Member request Union representation, the City shall choose from among three options:

- 1. Grant the request and delay the interview until the Union Representative arrives. Prior to the interview continuing, the Union Representative shall have a chance to consult privately with the Member;
- 2. Deny the request and end the interview; or
- 3. Give the Member a clear choice between either having the interview proceed without representation or ending the interview.

**3.) No Harm**

A Member shall not be punished for requesting Union representation.

**4.) Member Participation**

It is agreed that having a Union Representative present does not negate the Member's responsibility to participate in the investigative process during the disciplinary proceedings.

**5.) Notice**

When conducting an interview or examination of any Member that may result in disciplinary action against the Member being interviewed or examined, or that may result in disciplinary action against another Member, the representative of the City conducting the interview or examination shall advise the Member that the investigative interview or examination may result in disciplinary action and that the Member is entitled to Union Representation in accordance with Section 1.07.1 of this Agreement.

**6.) Selection of and Conduct of Union Representation**

- 1. The selection of the Union Representative shall be the sole discretion of the Member being interviewed or examined and shall at a minimum be filled by the Member's elected Shift Representative. The Member may request the Union President serve as his/her representative. Should the Member and Union President determine that the circumstances warrant additional resources from the IAFF, the



- Union President shall be entitled to seek such resources from the Union. The Union shall be expected to provide said representation as soon as reasonably possible, and;
2. The Union Representative may observe the interview, and with the Member's consent, may request to confer privately with the Member, or speak on the Member's behalf, and;
  3. Aside for the provisos set forth in Section 1.07.6.2 of this Agreement, the Union Representative shall not deliberately delay, obstruct, or interfere with the interview or examination, and;
  4. The Union Representative shall conduct himself/herself in a manner that would be deemed professional by a reasonable and prudent person.

**SECTION 1.08 Display of Union Insignia**

The IAFF Local 2671 insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. There will be no expectation that non-members, such as chief officers, place this insignia on their uniforms or vehicles.

The IAFF Local 2671 insignia will abide by the following guidelines:

- 1.) Union insignia may be placed on any Moberly Fire Department apparel pending a formal request by Local 2671 Executive Board, and approval by Moberly Fire Chief.
- 2.) All IAFF Local 2671 insignia displayed by members must first be approved by the Executive Board.
- 3.) All other insignia related matters will be addressed by the Executive Board with the consideration of the Moberly Fire Chief

**SECTION 1.09 Management Rights**

Except as amended, changed or modified by this Agreement, the City retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to: the right to hire, promote, demote, transfer, evaluate, allocate and assign Unit Employees; to discipline, suspend and discharge for appropriate cause; to relieve Unit Employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation and maintain efficiency. The union recognizes these management rights and expressly waives any right to bargain on these subjects.

**SECTION 1.10 Appendices and Amendments**

All appendices and amendments to this Agreement, if any, shall be numbered or lettered, dated, and signed by the responsible parties, and shall be subject to all provisions of this Agreement

**ARTICLE 2—WORKING CONDITIONS**

**SECTION 2.01 Employee Handbook and General Orders**

The Union agrees that the Unit employees will comply with all rules, regulations and ordinances of the City or of the Fire Department not expressly restricted by this Agreement thereof.

- 1.) The “Employee Handbook” as referenced in this Agreement means the City of Moberly Personnel Policies and Procedures Manual that is in effect at the time this Agreement is executed by the parties. The City retains its exclusive authority and discretion to amend any provision of the Employee Handbook as it deems necessary or desirable.
- 2.) The “General Orders” of the Moberly Fire Department are published by the Fire Chief, and those General Orders in effect at the time of the execution of this Agreement shall be followed. The Fire chief reserves the right to amend the General Orders as he or she deems necessary and appropriate. With respect of the JLMC
- 3.) The City recognizes its obligation to bargain with the Union with respect to any material changes in the Employee Handbook or General Orders as those Policies and Orders apply to Unit members.
- 4.) In the event that there is a conflict between this Agreement and any part of the Employee Handbook, the MFD General Orders, or other City documents referenced herein, the terms and conditions set forth in this Agreement shall be controlling.

**SECTION 2.02 Hours of Duty**

**1.) General Provisions**

The hours of duty for each employee shall begin at 07:00 a.m. and continue until 07:00 a.m. of the following day (24 hours). All employees shall report to work no later than 07:00 a.m. in uniform and ready to respond to emergency calls at all times for the remainder of their shift. MFD personnel work a 3-crew alternating schedule, demonstrated as follows: (A-B-C-A-B-C) in 24-hour increments.

**2.) Normal Work Hours**

Generally, the normal working hours for the MFD shall be from 0800-1700 hours, Monday through Friday, excluding City-recognized holidays. The City shall make all reasonable efforts to schedule inspections, training, public relations events, maintenance, and similar non-emergency duties during this time frame. The Union recognizes that, on occasion, requests from the community and/or the availability of unique training opportunities may present themselves that requires participation after normal working hours. As such, the Union acknowledges that the scheduling of such events shall not constitute a violation of this Agreement and shall not be subject to the grievance process set forth in Section 2.05.

**3.) Daily Scheduling**

Generally, the hours of 0800-noon and 1300-1700, Monday through Friday shall be utilized for the functions designated in Section 2.02.2. Generally, the hours of noon-1300 shall be allocated as time in which members can prepare and consume meals or utilize as resting period. The parties agree that nothing in Section 2.02.2 or 2.02.3 shall be interpreted as to suggest that the officers are required to find busy-work for the Members to do in order to fill the aforementioned normal work hours. The parties further agree that the functions designated in Section 2.02.2 shall not be substantially expanded upon, and that once those assignments are completed the Members shall be permitted to utilize remaining time for physical fitness as set forth in Section 2.02.4, or for prehabilitation, meal preparation, or advanced education.

**4.) Physical Fitness**

During either the morning work period, or the afternoon work period, ninety (90) minutes will be allocated for physical fitness and post-workout personal hygiene. The daily shift officer shall determine the most suitable time to schedule daily physical fitness training.

**5.) Visitors to the Firehouse**

Members shall be allowed visitors provided it does not interfere with Fire Department operations. During normal work hours, visits are allowed as long as daily fire operations are not hindered or interrupted. No visitors shall be permitted past 2200 hours and before 0600 hours, without approval of the Shift Commander.

**6.) Conduct**

Conduct of business in the Fire Department shall be governed by the Department’s General Orders and the Moberly Personnel Manual, under the direction of the ranking officer in the firehouse.

**SECTION 2.03 Reduction-In-Force**

**1.) General Provisions**

The City Manager may, in his/her discretion, determine from time to time that a reduction-in-force may be necessary to maintain certain necessary services within the City. Should this occur, the City shall notify the Union of layoff and shall negotiate the terms of any reduction in force with the Union.

**2.) Lay Off Order**

Should such reduction-in-force occur, Members will be laid off in reverse order of seniority.

**3.) Impact on Promoted Members**

In the event a reduction-in-force results in the need for redistribution of employees from superior ranks to lesser ranks, such reduction in ranks shall be accomplished by reducing in rank those employees with the least tenure in the affected rank, counting from the employee’s date of promotion

**4.) Recall List**

Members laid off shall be placed on a priority recall list for two (2) years. The City shall recall Unit members based on their department seniority. All call back notification shall be by United States Mail, postage prepaid, to the Unit member's last address no into the City and contact by telephone to the Unit Member's last-known telephone number.

Members shall ensure that the City has their current mailing address and telephone number. If a member receives a recall notice for such, he/she has 14 days to accept the offer. If such member does not respond to an offer within 14 days, he or she forfeits all seniority within the fire department and that member is not subject to any further calls.

**5.) Credited Service**

Recalled employees shall retain previous credited service for the purposes of seniority, and shall be reinstated at the rate of pay, and with the same benefits they had at the time of layoff.

**SECTION 2.04 Seniority Assignment, Personnel Transfers**

**1.) Personnel Transfers**

Members may request to change shift assignments with another equally qualified member if both agree to the change. The change request must be signed by both members and submitted to the Fire Chief. Such changes in assignments are subject to final approval by the Fire Chief, recognizing that assignments are subject to ensuring proper staffing for all shifts as determined by the Fire Chief. When vacancies occur, incumbent members who so desire may request to be transferred to the vacancy on the affected shift. The Fire Chief may approve the transfer, recognizing that assignments are subject to ensuring proper staffing for all shifts as determined by the Fire Chief.

**2.) Definition of Seniority**

Seniority shall be determined by the day-to-day Unit member is hired in a full-time position in the Unit. Continuous service shall only be broken by resignation, discharge, retirement, or if a Member is laid off and fails to return to work within fourteen (14) calendar days after being recalled.

**SECTION 2.05 Grievance Procedure**

**1.) General Provisions**

Recognizing the fact there is a negotiated Collective Bargaining Agreement covering employment conditions between the City of Moberly and Local 2671 of the International Association of Fire Fighters, for any disagreement arising between the Members(s) and the City and/or the Union and the City over the application, interpretation or implementation of said Collective Bargaining Agreement and established working conditions the Union agrees to follow the steps established herein, and the City recognizes the right of the Union to represent its interest or the interest of the Member at any step during the process.

**2.) Types of Grievances**

1. **Type I Grievance:** A Type I grievance is a complaint by the Union about a violation, misinterpretation or misapplication of any provision of this Agreement, which does not involve any hiring, promotion, demotion, disciplinary or discharge decision by the City;
2. **Type II Grievance:** A Type II grievance is a complaint by (1) a bargaining unit Member, or (2) a group of bargaining unit Members, or (3) the Union about any working condition, or disciplinary or personnel action other than a Type I Grievance.

**3.) Resolution of Grievances**

Should disagreements arise with respect to the interpretation or application of this Agreement or concerning any action against a Member involving discipline, discrimination, suspension or discharge, such disagreements shall constitute a grievance shall be disposed of in a manner hereinafter set forth:

1. Type I grievances shall be filed in accordance with the procedures set forth in Section IX of the Employee Handbook. Should the grievant not be satisfied with the determination of the City Manager, the grievant may file an appeal with an arbitrator to be selected in accordance with the Federal Mediation and Conciliation Services (FMCS) Procedures for Requesting Arbitration Lists and Panels as established in Section 2.06.4 of this Agreement.
2. Type II grievances shall be filed in accordance with the procedures set forth in Section IX of the Employee Handbook except as otherwise modified by this Agreement. Type II grievances shall not be eligible for arbitration. Individuals filing Type II grievances may still contact and file administrative charge(s) with appropriate state and federal agencies.
3. With respect to the constitution of the three-member Employee Review Board as the last step in the Grievance Procedure provided in the Personnel Policy Manual, that Employee Review Board shall consist of three members, including (i) a Department Head named by the City Manager; a Member of the City Council designated by the Mayor; and (iii) an employee of the City who has at least 5 years of service as a City employee and who is not a member of the bargaining unit to be designated by the grievant

**4.) Arbitration Procedure**

1. If a Type I grievance is not settled to their satisfaction based on the decision of the City Manager, the grievant may file an appeal with an arbitrator to be selected in accordance with the Federal Mediation and Conciliation Services (FMCS) Procedures for Requesting Arbitration Lists and Panels. The geographical local of the eligible arbitrators to be selected shall include the o, Missouri, Columbia, Missouri and St. Louis, Missouri region or a mutually agreed region. Such an



appeal shall be requested in writing and directed to the City Manager within five (5) working days after the issuance of the City Manager’s decision.

- 2. Upon such appeal, the Grievant and the City shall have the right to be heard and to present evidence. At the hearing of such appeals, technical rules of evidence shall not apply. After the hearing and consideration of the evidence, the Arbitrator shall either confirm the action of the City Manager, award the relief requested in the grievance, or recommend an alternate course of action. The Arbitrator shall file a written statement of findings and award with the City Manager within thirty (30) days following the close of the hearing or submission of briefs, whichever is later, and such decision shall be binding and final. The grievance, all written documents that may have been considered in the hearing, the findings and the award issued by the Arbitrator in the binding Arbitration Hearing shall be promptly filed in the Human Resource Department.

**SECTION 2.06 Shift Exchange**

Shift exchanges shall be permitted under the provisions of MFD General Order No. 26, as amended, and as included as Appendix II of this Agreement.

**SECTION 2.07 Weather Rules**

**1.) General Provisions**

The mission of the Moberly Fire Department is to provide excellent emergency services to its citizens and businesses 24 hours per day, 365 days per year. An essential component of the success of that mission is ensuring that Members and equipment are as prepared as reasonably possible for the challenges they will face. It is agreed that training and equipment testing and maintenance are necessary to ensure that all personnel and apparatus meet applicable standards, and that the Union will make every reasonable accommodation to ensure they are completed in a timely manner.

**2.) Parameters for Ceasing Non-essential Activities**

It is agreed that regular training and equipment testing, while important, are typically not so essential as to warrant exposing personnel to hazardous or inclement weather conditions that may render Members unnecessarily fatigued or infirmed, and thus less than optimally prepared to respond to emergency calls. For the purpose of this Agreement, inclement weather will be defined as the presence of any of the following: Wind Chill below 25 degrees Fahrenheit, Heat Index above 92 degrees Fahrenheit, extreme winds, rain, snow, sleet, or icy conditions. When said conditions exist, all activities which require extended exposure of personnel to outside weather conditions and can reasonably be re-scheduled shall be halted. It shall be the responsibility of the Union Shift Representative to contact the Captain and request that the Extreme Weather Clause be enacted. The Captain will be expected to notify the Fire Chief, or Acting Fire Chief to advise him of the situation and

request permission to discontinue non-essential outdoor tasks. “The Weather Channel” application will be the standard of measurement for this policy.

**SECTION 2.08 Health & Wellness**

**1.) General Provisions**

Through the utilization of a mutually agreed upon health services, the City will provide an annual Health, Wellness and Fitness Screening. The screening shall comply with NFPA 1582 and 1583, as well as the Joint Labor Management Wellness-Fitness Initiative in its most current edition. The Union agrees that it is a condition of continued employment that all Members participate in this screening and in daily fitness activities. The City agrees that it will adhere to all the principal tenants of the Initiative, and that the goal of the program will be to assist all Fire Fighters to obtain a high level of wellness and fitness.

**2.) Non-punitive Provision**

The City agrees that it is the intent that the program should not be used in a punitive manner. The Union agrees that should a Member be deemed to not be medically fit for duty, or should a Member refuse to regularly participate in daily fitness activities, administrative actions taken with regard to the Member’s health and safety shall not be considered punitive.

**3.) Access to Fitness Equipment**

The City agrees to provide all Members full access to the YMCA, and shall ensure that time is allotted each duty day for physical fitness activities. Should the YMCA cease to operate within the City, or; should it be mutually agreed to by both parties that better option is available, or; should the City and Union develop a capital improvement plan that outfits the fire stations with sufficient and mutually agreeable fitness equipment in house, then in those circumstances the City will be absolved of the requirements of Section 2.08.3 of this Agreement.

**4.) Exposures to Infectious Diseases, Carcinogens, Stress, and Trauma**

1. The City recognizes that, during the course of their duties, Members may, be exposed to infectious diseases, such as, but not limited to, tuberculosis, hepatitis B, and the human immunodeficiency virus (HIV);
2. The City recognizes that, during the course of their duties, Members may, be exposed to a variety of known carcinogens which can result in higher rates of certain cancers in Fire Fighters than the general population;
3. The City recognizes that, during the course of their duties, Members may, be exposed to abnormally high levels of stress, traumatic events, and inconsistent sleep patterns which can result in higher rates of behavioral health conditions in

Fire Fighters than the general population including but not limited to anxiety, depression, alcohol and substance abuse, sleep disturbances, and suicide;

- 4. The City agrees to, on an annual basis, provide training to the Members aimed at preventing such exposures in the workplace;
- 5. The City will conform to national standards and industry best practices for preventing such exposures, where such standards exist;
- 6. The City will maintain an accessible reporting system by which Members shall document exposures to infectious diseases and/or hazardous substances;
- 7. The City will ensure that the Members are encouraged to report serious exposures to the City's workers compensation provider.

**5.) Personal Protective Equipment (PPE)**

- 1. The City shall furnish at no cost to each Member all PPE, including respiratory apparatus, gloves, helmets, and structural firefighting equipment required and certified by appropriate industry and any other equipment deemed necessary or desirable by the City.
- 2. The City shall ensure that PPE is cleaned and inspected on regular intervals in accordance with the manufacturer's guidelines and/or the applicable industry standard, and that required repairs to PPE are completed in a timely manner. Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.
- 3. A Member who leaves the City of Moberly's employment within twenty-four (24) months of his/her hire date shall reimburse the City on a prorated basis for the cost of his or her PPE, which shall remain the property of the City.

**SECTION 2.09 Overtime**

**1.) General Provisions**

The Fire Department annual budget shall include funding for overtime dedicated to maintaining apparatus staffing levels at an agreed upon minimum set forth in Section 2.19 of this Agreement. This funding shall be sufficient to ensure that apparatus staffing meets agreed upon minimum while allowing two (2) Members to take vacation leave, comp time, holiday leave, or Kelly Days at their discretion.

**2.) City Policy, Fire Department General Order, and Exceptions**

But for the following exceptions, MFD **GO 27**, included as Appendix ~~XX-II~~ of this agreement, and Sections III and V of the City's Personnel Manual that are in effect at the execution of this Agreement shall be controlling regarding the assignment and payment of overtime to MFD Members:

Commented [MG1]: SOGs 27 refers to tardiness. Which is the correct SOGs for overtime and assignment?

A.) Overtime shall be paid at the rate of one and one-half times the Members base rate of pay for all time worked or earned leave used in excess of 212 hours in a 28-day pay cycle.

**3.) Extraordinary Circumstances Provision**

1. The City may, in its sole discretion, authorize additional overtime for staffing above and beyond the minimum staffing standards set forth in this Agreement if it determines that the threat of severe weather, civil unrest, the existence of natural disasters, or acts of terrorism, requires a force size greater than provided for by the minimum staffing standards set forth in Section 2.19.1 of this Agreement. The authorization of additional overtime for said circumstances shall not be precedent setting, and the assignment of said overtime shall be done as set forth in this Section, and shall not be at special event compensation rates.
2. The Fire Chief retains the right to cancel any and all time off, if in rare and emergency circumstances such as widespread civil unrest, natural disasters, or acts of terrorism the retention of that time off hinders the safe and effective emergency operation of the Fire Department. The Fire Chief will provide as much advanced notice as possible of these situations. The City will make every reasonable accommodation to Members affected by these rare emergency situations.

**SECTION 2.10 Training**

**1.) General Provisions**

Unit members shall conform with General Order No. 25 during all training activities. Training and Education for Unit members shall be governed by Section VII (J) of the City’s Personnel Handbook.

**2.) Continuing Education**

The City will provide, at its cost, continuing education and training as outlined by the Division of Health and Senior Services (EMS) for maintaining licensure. The City will also provide for CPR and any other certifications associated with the job.

**3.) Mandatory Training**

Should it be determined through mutual consent that training that occurs during off-duty hours is of such importance that it is mandatory for the entire department, or for select Members of the department, the Members required to participate in said training shall be given as much advanced notice as reasonably possible, and shall be remunerated at the overtime rate of one and one-half times their base hourly rate of pay for all hours spent off-duty engaged in said training.

**4.) Professional Development**

If funds are appropriated, and if a member has a professional development plan that conforms with the requested training, and if the training is pertinent to the Fire Department, the Chief will approve sending firefighters to advanced training. The City may require a Member to attend additional training that is deemed beneficial to the FD, and the City will pay the costs of any training so required (lodging, per diem, etc.). The rates for fire department personnel will remain the same as all city employees are allowed.

**5.) Advanced Training Incentive**

Members will receive training and education incentives upon successful completion of Missouri State Certification and/or maintain the following courses:

- Fire Instructor I (\$250.00)
- Fire Instructor II (\$250.00)
- Fire Investigator (\$250.00)
- Fire Inspector (\$250.00)
- EMT-B (\$500.00)

Training and Education incentives listed above will be added to each Member’s base salary and applied at the next pay cycle after verification has been provided to the fire chief.

**Section 2.11 Uniforms and Equipment**

**1.) General Provisions**

After one (1) year from date of hire, each full-time Member shall receive a uniform allowance of five hundred dollars (\$600.00) per year for the purchase and maintenance of MFD uniforms and firefighting equipment. This amount will be reimbursed to the Member with the submission of a paid invoice for any purchases made by the Member.

**2.) Direct Billing from a Vendor**

If there is an established purchasing procedure with a vendor through the City or the MFD in which a Member can order a product and the City pays the vendor directly, then the Member will not receive cash reimbursement for the purchase.

**3.) Personal Property Replacement**

The City agrees to replace personal property such as, but not limited to eyeglasses, watches, mobile phones, or uniforms damaged during an emergency call.

**SECTION 2.12 Discipline and Discharge Procedures**

**1.) General Provisions**

The Union agrees that corrective discipline of Members, when deemed necessary by the City, shall be administered in accordance with Section IX of the City’s Employee Handbook (*Appendix I*) as set forth in, or modified by this Agreement.

**2.) Modifications to City’s Discipline Policy:**



But for the following provisos, Section IX of the City’s Employee Handbook shall be controlling with regard to discipline and disciplinary procedures:

1. The Fire Chief shall have responsibility for all disciplinary action, and may only delegate this authority to promoted supervisors, and shall not be delegated to Members in an Acting Officer roles;
2. Should a Member be subject to corrective action, prior corrective actions that occurred greater than) twenty-four (24) months from the current instance subject to corrective action shall not be used for progressive discipline purposes;
3. Should a Member be subject to corrective action due to a violation or infraction of such significance that the discipline for said offense warrants a suspension of greater than forty-eight (48) hours, prior corrective actions that are of equal or greater significance, and prior corrective actions that are directly related to the current instance subject to corrective action may be used for progressive discipline purposes. Prior corrective actions that are not directly related to the current instance subject to corrective action, and prior corrective actions that were not significant enough to have warranted a suspension greater than forty-eight (48) hours shall not be used for progressive discipline purposes;
4. Elected Union Officers shall not be subjected to corrective action as retaliation for performing their duties as duly elected representatives of the Union;
5. Members filing a Type II grievance that progresses to a hearing with the Employee Review Board shall be entitled to select an employee of the City who has at least 5 years of service as a City employee and who is not a member of the bargaining unit to serve on the three-person Employee Review Board, and the decision of the Employee Review Board shall be final and binding;
6. In cases of suspension, demotion, or termination, the notice of disciplinary action shall contain information explaining the employee’s right to have the action reviewed in accordance with Section 2.05 of this Agreement.

**SECTION 2.13 Fire Department Policies, Procedures, and Guidelines**

**1.) General Provisions**

MFD policies and procedures are established by Standard Operating Guidelines (SOGs), Standard Operating Procedures (SOPs), and/or written departmental policies, hereinafter referred to as “Policy or Policies.” The Fire Chief or the Union may propose changes to any existing Policy, or propose the creation of a new Policy, in accordance with this Section.

**2.) Compliance**

Except as expressly modified by this Agreement, the Union agrees that the bargaining unit employees will comply with all Fire Department policies and procedures.

**3.) Modifications to SOGs, Policies, and Procedures Referenced in CBA**

- 1. In the event the parties desire to modify SOGs, policies, and procedures referenced in this Agreement, said modifications shall require a consensus being reached by the JLMC prior to implementation.

**4.) Modifications to SOGs, Policies, and Procedures Not Referenced in CBA**

In the event the City desires to modify existing Moberly Fire Department SOGs, policies, and procedures not referenced in this Agreement or create new SOGs, and should the JLMC be unable to reach a consensus on said modifications, and should the Union determine that said changes have substantive and negative impact on members of the bargaining unit, the City Manager agrees to confer with the Union prior to the implementation of any such change.

**SECTION 2.14 Promotions and Hiring**

**1.) General Provisions**

The filling vacancies and promotions within the MFD shall be done in accordance with the MFD Promotions SOG No, 30 included as Appendix II of this Agreement.

**2.) Timeliness**

The filling of full-time line-level vacancies and promotions shall take place as soon as practical upon the Member vacating his position, and shall be taken from an active hiring or promotion list if one exists. In the event that the active hiring list is over two (2) year old, or that the active hiring list does not contain enough candidates of suitable standing, a new hiring process shall be convened as soon as practical.

**3.) Minimum Credentials for New Employees:**

- 1. 18 years old;
- 2. High School diploma;
- 3. Valid driver’s license;
- 4. Certified Missouri EMT license preferred, Certified First Responder required;
- 5. Certified Missouri Fire Fighter I and II preferred.

**4.) Minimum Credentials for Promotion to Engineer:**

- 1. Three (3) years of service with the MFD;
- 2. Certified Missouri Core and Pumper Operator.

**5.) Minimum Credentials for Promotion to Lieutenant:**

- 1. Seven (7) years of service with the MFD, with one of those years as an Engineer;
- 2. Certified Missouri Fire Officer I;
- 3. Certified Missouri Fire Instructor I.

**6.) Minimum Credentials for Promotion to Captain:**

- 1. Eight (8) years of service with the MFD, with one of those years as a Lieutenant;

2. Certified Missouri Fire Officer II.

**SECTION 2.15 Political Activity**

The City shall not prohibit any Member of the Unit from engaging in any political activity while off duty and not in uniform, being a candidate for elected or appointed public office, or holding such office unless such political activity or candidacy is otherwise prohibited by state or federal law under the following guidelines:

- 1.) Unless expressly authorized by the City, members shall not be permitted to engage in political activity while on duty or in an official capacity as emissaries of the City of Moberly.
- 2.) Members shall not use City supplies or equipment when engaging in political activity.
- 3.) For the purpose of this Section, the term “uniform” shall be defined as any garment provided to the employee by the City, either directly or with funds from the uniform allowance, which can be worn on duty.
- 4.) The Union and the Members shall not engage in, nor encourage any engagement in, either directly or indirectly; strikes, slowdowns, group illness, or withdrawal of services against the Moberly Fire Department or the City of Moberly.

**SECTION 2.16 Exclusivity of Services**

The core duties related to the provision of fire suppression, rescue, and emergency medical care normally assigned to Members and agreed upon under this Agreement shall be duties that remain Fire Department responsibilities and shall not be construed as services that can be contracted, loaned, or detailed out to any other entity, public or private. The ancillary services related to supporting the core duties of the Fire Department, including but not limited to: fire prevention, plan review, public education, community health, Member training, clerical or custodial work, hydrant testing, hose, pump, or ladder testing, and other similar functions shall remain the responsibility of the Fire Department. Said ancillary services, may be contracted, loaned, or detailed out to another entity provided such meets or exceeds the services currently provided by the Fire Department and can provide an economic advantage to the City.

This Section is not intended in any way to limit the Employer’s right to participate in mutual aid arrangements with other cities or fire districts, nor is it intended to limit the Employer’s management right to join or form a fire district, enter into cooperative services agreements with other public agencies, or reduce or consolidate services should the formation of a fire district or cooperative service agreement result in such.

In the event of any such action or discussions considering such actions set forth in this Section, the Employer shall notify the Union immediately, and the Union shall be afforded a regular and

substantive role in the process and in the development of whatever recommendation shall be made to the Moberly City Council.

**SECTION 2.17 Internet, Cable & Communications**

The parties agree upon the following provisions regarding the use of the internet, cable, and other forms of communication by on duty Members of the MFD:

- 1.) Members shall be provided wireless internet at each station.
- 2.) The City shall allow the use of personal electronic and communication devices, provided such use does not interfere with departmental operations or violate department policy.
- 3.) Members shall be provided cable TV at each station, for use outside of “normal-work hours”.
- 4.) Members shall be allowed to receive job-related mail at the fire station, provided there is no charge to the City.
- 5.) The use of Member’s cell phones, internet devices, televisions, email, text messages and social media services shall be governed by the respective provisions applicable to City employees contained in the City’s Personnel Handbook, and General Orders 23 and 24.

**SECTION 2.18 Firehouse Maintenance, Upkeep, Repair and Furnishings**

The parties agree upon the following provisions regarding the maintenance, upkeep, repair, and furnishing of the MFD firehouses:

- 1.) Members shall be responsible for the cleaning and maintenance of their assigned bedding and bedroom.
- 2.) The City shall provide and maintain each firehouse’s interior with appliances, furniture, furnishings, and accessories, as presently exist regarding quantity, quality, and size or replace with equal or higher quality.
- 3.) Cleaning appliances, laundry detergent, fabric softener, dryer sheets, dish-washing detergent, etc. shall be provided by the City for bed linens, towels, uniforms, turnout gear, and dishes. Members shall not provide cleaning and maintenance of the City’s buildings or property, apart from MFD facilities.
- 4.) Members shall not be used to perform duties for the City in lieu of hiring a licensed professional for any major building repairs or additions, including, but not limited to; electrical work, interior/exterior carpentry, construction, etc. unless agreed upon by the Chief and the Union.
- 5.) Members shall clean and maintain all living areas, bunkrooms, offices, and apparatus bays, in accordance with department policies set forth by the Fire Chief. Cleaning

products deemed necessary to maintain MFD stations shall be provided by the City for the purpose of station cleaning.

- 6.) Firehouse maintenance and accommodations shall be governed by the applicable General Orders of the Department.

**SECTION 2.19 Minimum Staffing)**

**1.) General Provisions**

The parties agree that the minimum daily staffing level for the Moberly Fire Department should be not less than eight (8) full-time Members on duty on any given day in order to comply with the industry’s minimum safe staffing standards set forth in NFPA 1710. The parties further agree that not less than eight (8) full-time Members shall be assigned to each shift, which shall consist of a Captain and Lieutenant.

**2.) Allowances**

While parties agree that the minimum daily staffing level for the Moberly Fire Department should be not less than eight (8) full-time Members on duty on any given day, and further that the City retains the sole authority to adjust either full-time staffing numbers or adjust the overtime budget at its sole discretion to meet that objective, it is understood that should the minimum daily staffing level occasionally fall to seven (7) or six (6) full-time Members on duty, that that occurrence in and of itself shall not constitute a violation of this Agreement. The parties further agree that at no time shall there be fewer than six (6) full-time Members on duty, and when there are six (6) full-time Members on duty, all six (6) Members shall be assigned to an apparatus and the Captains shall not utilize a command vehicle during emergency responses. At no time shall an MFD apparatus respond to an emergency incident with fewer than three (3) Members on the apparatus.

**3.) Standard of Cover, Risk Profile, and Staffing Level Recommendation**

During the term of this Agreement the City and the Union shall work jointly to develop and recommend the City’s Risk Profile, Standard of Cover, and appropriate staffing levels for the Moberly Fire Department to the City Council for their consideration.

**4.) Apparatus**

The MFD shall regularly operate two (2) front-line fire suppression apparatus, as established in the MFD Apparatus Staffing Policy.

**5.) Apparatus Staffing Definitions**

- 1.) **Captain** – Captains shall function as the shift commander during the course of the duty shift.
- 2.) **Lieutenant** – Lieutenants shall be expected to function as an Acting Captain as staffing needs require.



- 3.) **Engineer** – Engineers shall be responsible for the safe operation of MFD apparatus and shall be expected to function as an Acting Lieutenant as staffing needs require.
- 4.) **Fire Fighter** – Fire Fighters are full-time employees of the MFD that have not been promoted to Engineer, Lieutenant, or Captain.

**ARTICLE 3- COMPENSATION**

**SECTION 3.01 Wages and Compensation**

**1.) General Provisions**

During Fiscal Year 2020 the City will engage outside experts to conduct wage studies for purposes of wage and salary administration. The City agrees to confer with the Union prior to the commencement of said studies in an effort to reach a consensus on comparable cities, and; the City agrees to share the data from the wage studies with the Union, and; the City agrees to allow the Union to be heard should it have reason to believe that the data is inaccurate or that the studies do not yield a wage recommendation to the City Council that results in the Moberly Fire Department being competitive in the market.

**2.) Pay Ranges for Fiscal Year 2020**

- 1. Fire Fighter - \$10.46 - \$15.60/hour
- 2. Fire Engineer - \$11.43 - \$17.14/hour
- 3. Fire Fighter/Building Inspector - \$12.07 - \$18.11/hour (based on a 2080 hour work year)
- 4. Fire Lieutenant - \$13.39 - \$20.09/hour
- 5. Fire Captain - \$18.52 - \$27.78/hour

**3.) Fiscal Year 2020 Salary Increases**

For FY2020, the total raise pool for the MFD shall be 2%. These funds shall be divided into equal dollar amounts so that all MFD employees receive the same dollar amount increase, and shall be distributed to the employees at the commencement of the fiscal year.

**4.) Fiscal Year 2021 Salary Increases**

For FY2021, beginning no later than the third full week of January, the City and the Union will commence collective bargaining over the budgetary allotment for salary increases for the Members of the bargaining unit. The objective of these discussions shall be for the parties to reach a consensus on a recommendation to be made to the City Council by the end of the month of April so that this recommendation can be included in the annual budget preparations made by City staff. In the event that a consensus cannot be reached between the parties, the Local shall be permitted to make their presentation directly to the City Council no later than the month of May.

**5.) Fiscal Year 2022 Salary Increases**

For FY2022, beginning no later than the third full week of January, the City and the Union will commence collective bargaining over the budgetary allotment for salary increases for the Members of the bargaining unit. The objective of these discussions shall be for the parties to reach a consensus on a recommendation to be made to the City Council by the end of the month of April so that this recommendation can be included in the annual budget preparations made by City staff. In the event that a consensus cannot be reached between the parties, the Local shall be permitted to make their presentation directly to the City Council no later than the month of May.

**6.) Fiscal Year 2023 Salary Increases**

For FY2023, beginning no later than the third full week of January, the City and the Union will commence collective bargaining over the budgetary allotment for salary increases for the Members of the bargaining unit. The objective of these discussions shall be for the parties to reach a consensus on a recommendation to be made to the City Council by the end of the month of April so that this recommendation can be included in the annual budget preparations made by City staff. In the event that a consensus cannot be reached between the parties, the Local shall be permitted to make their presentation directly to the City Council no later than the month of May.

**SECTION 3.02 City Recognized Holidays**

Firefighters shall be compensated for holidays as provided in Section VII, Paragraph A of the Employee Handbook, which are included as Appendix I of this Agreement. Employees will be able to use these days off in accordance with the policy governing how vacation days are utilized. The calendar year will be divided in half (January 1 – June 30) (July 1 – December 31), and each Member shall be required to use three (3) days off in the first half of the calendar year, and two (2) days off in the second half of the calendar year.

**SECTION 3.03 Out-of-Rank Pay (Step-Up Pay)**

**1.) General Provisions**

In the event that an Engineer, Lieutenant, or Captain position is vacated due to injury, illness, use of earned leave, or other approved reasons, the Member working as the Acting Engineer, Acting Lieutenant, or Acting Captain shall be paid an additional \$1.50 per hour for the time period they serve in this capacity, and shall be practiced in accordance with MFD SOP ~~XX~~, included as Appendix ~~XX~~ II of this Agreement.

Commented [MG2]: I need an SOGs for this

**SECTION 3.04 Benefits**

The City shall provide health insurance, dental insurance, vision insurance, life insurance, long-term disability insurance, and all other welfare and pension benefits as set forth in the Employee

Handbook to the Members covered by this Agreement, at the same rate for premiums as charged to the other City employees for Fiscal Year 2019. The City agrees that the rate charged to the Members covered by this Agreement will only be increased in Fiscal Years 2020, 2021, and 2022 if the rates are increased for all City employees.

**SECTION 3.05 Pension and Retirement**

The Union recognizes LAGERS at the primary retirement plan and the City shall provide benefits as follows:

- 1.) Moberly Fire Department personnel acknowledge the LAGERS LT8-65 plan as their primary pension/retirement plan.
- 2.) Firefighters will become eligible for full medical insurance once he/she has reached thirty (30) years of service with the City of Moberly for employees whose date of hire is prior to July 1, 2017.
- 3.) The City shall make available to its Members, the option of participating in a 457 plan with pre-tax deductions to be transferred to the appropriate accounts, in accordance with the state and federal law.
- 4.) The City shall make available regularly-scheduled pension education seminars for the purposed of responsible retirement planning.

**SECTION 3.06 Sick Leave**

**1.) General Provisions**

Sick leave usage shall be governed by MFD SOP General Order 3, attached in Appendix II and Section VII, Paragraph C of the Employee Handbook, which is included as Appendix I of this Agreement.

**2.) Accrual**

Members shall accrue sick time at the rate of 5.54 hours per pay period.

**SECTION 3.07 Kelly Days**

The FLSA requires employers to remunerate fire department personnel at a rate of one and one-half times their base hourly rate of pay for any hours scheduled in excess of 212 in a 28-day pay cycle. It is permissible for employers, in lieu of overtime, to allow employees to take time off during the pay cycles in which they are scheduled for more than 212 hours. These days off are commonly called Kelly Days, and this is the system selected by the MFD. During pay cycles where Members are scheduled for 240 hours, they shall be allowed to select one (1) 24-hour shift off as their Kelly Day. Kelly Days shall be selected using the same procedure as governs the selection of vacation days.

**SECTION 3.08 Vacation Time**

**1.) General Provisions**

Members may use vacation time in accordance with by MFD SOP XX and Section VII, Paragraph BB of the Employee Handbook, which are included as Appendix XX-I of this Agreement.

**Commented [MG3]:** We have some work to do here. The old (2010) Vacation SOP does not address the new agreement with respect to Calle Day selection. How do we get this accomplished and into a current SOGs?

**SECTION 3.09. Injured or Disabled While On or Off Duty**

**1.) General Provisions for Duty Related Injuries or Illnesses**

The Union agrees that any Member who is injured and disabled while on duty shall be remunerated by the City's contracted insurance provider, in accordance with Chapter -VII, Paragraph P, included as Appendix X-I of this Agreement, but for the modifications set forth in Section 3.09.2 of this Agreement.

**2.) Modifications to City's On-Duty Injury, Illness, and Disability Policy:**

1. During a Member's recovery the City may, at its discretion, require the Member to perform light duty assignments, provided that said light-duty assignments only occur on the Member's regularly scheduled duty day, are in accordance with the restrictions set forth by the Member's treating physician, and the requirement that light duty be performed not result in any loss of compensation or earned leave for the ill or injured Member;

2. For absences for which Workers' Compensation benefits are received, the Employees may choose between receiving only his Workers' Compensation benefits (in which case no sick leave will be deducted), or receiving his regular salary, reimbursing the City with the Workers' Compensation benefit check received, with the difference between his regular salary and the Workers' Compensation benefit check deducted from sick leave. All other benefits, such as sick leave, vacation leave, scheduled salary increases, and clothing allowance, shall continue to accrue during this leave. Health and life insurance premiums will continue to be paid by the City.

3. Time off work spent recovering from a duty related injury or illness during the first 90 days of convalescence will not count against the Member's annual FMLA leave bank;

4. Time off work spent recovering from a duty related injury or illness will be considered time worked for the purpose of earned leave accrual and service credits in the pension plan;

5. Any injury incurred by a Member from the time he reports for duty until the time he is relieved from duty shall be considered to be a duty-related injury, and by its nature shall be reportable as a claim to the City's workers compensation carrier;

6. Any disease or illness of the lungs or respiratory tract, hypertension, hypotension, blood, bone marrow, body organs, cardiovascular-renal disease, cancers known to be associated with exposure to heat, smoke, gases, inadequate oxygen, hazardous materials including hazardous chemicals, compounds, and solvents, radiation, or a known carcinogen by the International Agency for Research on Cancer, NIOSH, Center for Disease Control, or the American Cancer Society, and by its nature shall be reportable as a claim to the City’s workers compensation carrier;

7. Post-traumatic stress disorder, more narrowly defined as a condition of persistent mental and emotional stress occurring as a result of injury or severe psychological shock which arises from actual or threatened death, serious injury, witnessing the event(s) as it occurred to others, learning that the traumatic event(s) occurred to a close friend violently or accidentally, or from experiencing repeated or extreme exposure to aversive details of the traumatic event(s) and by its nature shall be reportable as a claim to the City’s workers compensation carrier;

8. The City will make every effort through long-term disability insurance and other forms of insurance to be determined by the City, to ensure that the Member receives his insured compensation while convalescing from his injury or illness;

9. The Union and the City shall meet on at least an annual basis for the expressed purpose of reviewing the general care that Members of the MFD are receiving from the workers compensation carrier and by the physician/physicians contracted with to oversee that care. Should the Union bring forth valid concerns about the insurance carrier or the physicians that have provided care for the Members of the Union, and should the City elect to not act on those concerns, the Union shall retain the right to file a grievance regarding the City’s decision in accordance with Section 2.05 of this Agreement.

**3.) Extensions**

Any Member who is injured or disabled off duty and is unable to return to work after the expiration of their FMLA leave shall be permitted to exhaust their remaining accrued leave, or may request Leave Without Pay pursuant to Chapter XX, Paragraph XX of the Employee Handbook.

**ARTICLE 4 – CONDITIONS OF THE AGREEMENT**

**SECTION 4.01 Savings Provision**

If any provision of this Agreement, or application of such provision, should be rendered or declared invalid, by any court or by reasons of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect, and the



provisions of this Agreement shall be amended to render the provision in question in compliance with the applicable law, as close to the original intent of the parties as possible.

**SECTION 4.02 Complete Agreement and Reopening Provision**

This Agreement constitutes the entire agreement between the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by both parties. The parties shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement during the term of the Agreement, but the parties may do so if each so desire.

**SECTION 4.03 Successor Entities**

The Moberly Fire Department recognizes that should the Shop disaffiliate with the IAFF and/or Local 2671, that the terms and conditions contained within this Agreement will not automatically be transferred to whatever authorized bargaining agent, if any, assumes the representation of the Members of the Shop. If the transferring entity is established as the exclusive bargaining agent of the Shop as recognized by law, the City reserves the right to honor none, part, or all of this Agreement at its discretion.

If the City intends to explore merger, consolidation, or outsourcing of fire suppression, rescue, or fire department management services to another public agency, the City will provide immediate notice to the Union of the City's intent to do so, and the Union shall have the opportunity to be heard on the possible change. The Moberly City Council may affect such a change if it determines that such actions will best serve the public welfare. The City will further provide a minimum notice of six (6) months to the Union before the change goes into effect. If the successor agency is a public agency, the City will work in good faith with the successor in and effort to transfer Union jobs from the City to the successor under the terms and conditions of this Agreement, to the extent such transfer is feasible.

**SECTION 4.04 Agreement Terms and Negotiating Extension**

This Collective Bargaining Agreement shall be effective as of the day after this Collective Bargaining Agreement is executed by both parties and shall remain in full force and effect until June 30, 2021. The parties shall meet no earlier than 120 days and no later than 90 days prior to the expiration of the Agreement for the purpose of negotiating a successor Agreement. Should such an agreement not be reached sixty (60) days prior to the expiration of the Collective Bargaining Agreement, either party may request non-binding mediation that shall result in both parties participating in non-binding mediation through the Federal Mediation and Conciliation Service (FMCS) or a mutually agreeable mediator. This Collective Bargaining Agreement shall remain in full force and be effective during the period of discussions and shall remain in full force and effect until such time that a successor Agreement has been reached.

**ARTICLE V**

**SECTION 5.01. Approval of the Agreement**

Once the bargaining teams have reached a tentative agreement, said document shall be presented in its entirety to the voting Members of IAFF Local 2671 for approval or rejection. Should Local 2671 report to the City that the Local has voted to ratify the Agreement, it shall then be presented to the Moberly City Council for consideration and ratification. Said tentative agreement shall be discussed in a public work session, and shall be published on the City’s website prior to the said work session. During the work session, the City Council may elect to place the approval of the Agreement via Ordinance at a public meeting on the next City Council agenda, and the public shall be permitted to comment on the agreement. For purposes of this section, the term "public meeting" shall have the same meaning as R.S.Mo. §610.010.

**SECTION 5.02. Reopening Provision**

In the event that economic circumstances in the City of Moberly require a layoff of personnel in the Moberly Fire Department as contemplated in Section 2.03 of this Agreement, the parties may mutually consent to reopen this Agreement for the purpose of avoiding the layoff of Moberly Fire Department personnel.

APPROVAL OF AGREEMENT

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the City of Moberly and the Professional Firefighters of St. Louis County, Local 2665, of the International Association of Firefighters, the bargaining representatives of the Employees in the bargaining unit.

\_\_\_\_\_  
Ross Dutton, Local Union Pres.

\_\_\_\_\_  
Jerry Jeffries, Mayor

\_\_\_\_\_  
Kurt Becker, Local 6665

\_\_\_\_\_  
Brian Crane, City Manager

\_\_\_\_\_  
George Albert, Fire Chief



# General Order

# 3

**SUBJECT: Medical (Sick) Leave, Long and Short Term**

**Issue, Review, Revision Dates**

**Issued: 05/24/17**

**Review:**

**Revision: 05/24/18**

**ISSUED BY: \_\_\_\_\_**

**George Albert, Fire Chief**

## 1. General Provisions

The availability of medical leave is a privilege afforded Fire Department employees; personnel do not have the right to use medical leave as additional time off. Personnel who use medical leave should remain at home for medical recovery. Although, it is recognized that while some medical conditions require bed rest and treatment at home, less serious medical conditions may not require strict bed rest, and as such, do not necessarily limit an employee's movement to his/her home. However, some personal activities, like participation in sporting events and/or the consumption of alcohol in a bar/tavern while on medical leave, indicate probable medical leave abuse (See Section 6). Any indication of medical leave abuse will be reviewed under this policy and appropriate measures will be administered. The intent of this policy is to eliminate medical leave abuse, not limit the legitimate use of medical leave.

## 2. Medical Leave, Long Term

### Definition

The consecutive use of more than two medical leave (sick) days for 24-hour personnel and more than five medical leave (sick) days for 8-hour personnel, and while under the care of a physician.

### Departmental Notification

Long term medical Leave will be evaluated on an individual basis. All personnel must notify his/her Captain or Supervisor of the impending use of Long Term Medical Leave. Notification shall include the reason for the use of Long Term Medical Leave (diagnosis) and the name of the attending Physician. Notification should take place as soon as possible so supervisors can make necessary arrangements. Supervisors may request that a Physician Evaluation form be completed at any time during an employee's Long Term Medical Leave.

### Return to Duty

All personnel who use Long Term Medical Leave shall present a completed Physician Evaluation form establishing the firefighter's fitness for duty prior to his/her return to duty. The attending Physician's signature, the diagnosis, any physical limitations and the effective date of the return to duty are required on the Physician Evaluation form.

### Family and Medical Leave Act

As addressed in City of Moberly Personnel Code.

## 3. Medical Leave, Short Term

**Definition**

The use of medical leave not otherwise defined in the definition of Long Term Medical Leave.

**Departmental Notification**

Employees are required to make their own medical leave phone calls to their Fire Department Supervisor. The only acceptable exception to this rule is when they are physically unable to make the call. Medical (sick) leave call in time is between 05:30 and 06:30 a.m. for 24-hour personnel, and between 07:00 and 08:00 a.m. for 8 hour personnel, on the assigned duty day the employee will be absent from work. If the on-duty Captain or Supervisor is not available, the employee shall leave a message with the Communication Center Fire Dispatcher to record and forward medical leave absence information to the appropriate supervisor. In the event that an employee is so ill the night before his scheduled work day that an absence is certain, he may call in the evening before his work day. If the illness is such that a question remains as to attendance, then the decision to call in should be deferred until morning.

**Return to Duty**

In the event an employee's medical condition improves while on Short Term Medical Leave an employee may return to work at 7:00 p.m. on the day of the medical leave. The employee shall notify his/her Captain or Supervisor at least two hours prior to returning to duty (i.e., not later than 5:00 p.m.). Any required Physician Evaluation must be delivered to the duty Captain or Supervisor prior to reporting for duty.

**4. Medical Leave Abuse****Definition: Any use of medical leave when the employee is not sick.**

The following conditions indicate possible medical leave abuse:

1. Use of medical leave prior to or following a (fire) holiday or vacation day
2. Use of medical leave between (fire) holidays or vacation days
3. Use of medical leave on an actual holiday or holiday weekend
4. Use of medical leave on a day previously requested off (i.e., vacation or fire holiday) and denied
5. Any other pattern of medical leave use that reveals itself over time (i.e., using medical (sick) leave on weekends)
6. Use of medical leave to avoid training or any other departmental operation.
7. Use of more sick days than earned in a year. Does not include sick days that a doctor's excuse was provided, or long-term occurrences.

**Violation of Condition 6**

The deliberate use of medical leave to avoid training or any other departmental operation is considered insubordination. Violation of this provision shall result in the immediate denial of medical leave compensation for the day(s) of medical leave taken and an additional leave without pay of 24 hours will be assessed against the employee. Any subsequent abuse of medical leave will be considered just cause for dismissal. Supervisors who fail to report a violation of this provision are subject to disciplinary action.

**5. Personal Activities**

Conducting personal activities while on medical leave is not in the best interest of your health and generally cannot be tolerated. Personal activities that indicate an employee could have performed his/her normal job tasks are prohibited. If an employee is found fit for duty, while on medical leave and has been found to be participating in personal activities, the employee's medical leave compensation for the day/days in question will be denied. An employee's supervisor is responsible for reporting and documenting any infraction of this provision. Suspected violations of this provision will be reviewed on a case by case basis. Employees shall not work another job while using sick leave or on FMLA. Employees found to be in violation of this section have provided just cause for dismissal.

**6. Medical Leave Hearing**

Any medical leave issue not otherwise defined or described in this policy may be reviewed under this provision. The purpose of a medical leave hearing will be to determine the facts, circumstances, and justification of the employee's medical leave use or abuse. The medical leave hearing will provide the employee an opportunity to explain his/her medical leave use and/or personal activities in question while on medical leave. The hearing will be conducted in the presence of the employee and by the employee's supervisor and the Fire Chief. A hearing may be conducted at the request of the employee, employee's supervisor, or the Fire Chief. This provision does not preclude employee rights granted under the terms of the Firefighter's Local 2671 Contract.

#### **7. Administrative Directives**

Supervisors shall require a Physician Evaluation form be completed anytime there are indications of medical leave abuse. Appropriate documentation and reporting of medical leave use and abuse is expected.

**MOBERLY FIRE DEPARTMENT  
PHYSICIAN'S EVALUATION OF ILL OR INJURED EMPLOYEE**

A. EMPLOYEE signs this statement: I hereby grant Dr. \_\_\_\_\_, who examined me during my recent illness or injury (and/or who is presently treating me for this illness or injury) to supply the information requested here.

\_\_\_\_\_  
**Print** Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**TO THE EMPLOYEE: This PHYSICIAN'S EVALUATION must be submitted in accordance with General Order #2 (Medical Leave). Employee also acknowledges by his/her signature that the information contained on this document is truthful and accurate.**

B. PHYSICIAN completes this part of the PHYSICIAN'S EVALUATION: (please print)

**TO THE PHYSICIAN:** All Firefighting Division personnel are required, during emergencies, to participate physically in whatever duties are required to control fires inside and outside structures, to deal with hazardous materials emergencies, conduct rescue work and undertake other emergency duties customarily associated with Fire Department activities.

As you evaluate this employee in connection with injured/ill status and/or return to work, consider that Firefighting Division employees may be subjected at any time during the workday to the following:

- Lift weights of 50 pounds or more repeatedly
- Go 24 hours or more without sleep
- Pull fire hose up two, three, or more flights of stairs
- Drive vehicles and operate other equipment under emergency conditions
- Be exposed to toxic fumes, smoke, hot fire gases, chilling, soaking, overheating
- Be roused in seconds from sound sleep by fire alarm bells

**LIGHT DUTY:** In some cases, employees not ready to resume regular firefighting duties can be assigned to temporary light duty work. Light duty assignments can range from sedentary work (clerical) to walking (assistance with training; some fire prevention activities) to walking and climbing stairs regularly (fire inspections).

1. This certifies that \_\_\_\_\_ has been under my care since \_\_\_\_\_ or is being evaluated by me now, for the following illness or injury: \_\_\_\_\_

2. This employee is, in my opinion:

\_\_\_\_\_ Sufficiently recovered to resume regular firefighting duties on \_\_\_\_\_  
(Date)

\_\_\_\_\_ Sufficiently recovered to resume light duty status on \_\_\_\_\_ and/or  
(Date)  
subject to these limitations: \_\_\_\_\_

\_\_\_\_\_ **NOT READY** to resume light duty before \_\_\_\_\_ and/or regular  
(Date)  
firefighting duties before \_\_\_\_\_  
(Date)





# General Order

# 24

**SUBJECT: Digital Imagery**

**Issue, Review, Revision Dates**

**Issued: 05/28/17**

**Review: 05/28/18**

**Revision:**

**ISSUED BY: \_\_\_\_\_**

**George Albert, Fire Chief**

**Purpose: To protect confidentiality of patients, the public, and our members, and to protect the careers of our members. To guarantee public trust and maintain the Moberly Fire Department's reputation within the community. To ensure the efficiency and effective operations of the Moberly Fire Department.**

For the purposes of this General Order, all references to photos shall also apply to video and audio recordings.

**AS USED IN THIS GENERAL ORDER, THE WORD PHOTO OR PHOTOS SHALL MEAN ALL PHOTOGRAPHS TAKEN BY ON-DUTY PERSONNEL OF THE MOBERLY FIRE DEPARTMENT, AS WELL AS BY OFF-DUTY PERSONNEL IN CASES WHERE THEIR EMPLOYMENT STATUS ALLOWS THEM ACCESS TO AREAS NOT GRANTED TO THE PUBLIC.**

1. All photos taken by on-duty personnel are the property of MFD.
  - a.) photos taken within the scope of employment are pursuant to copyright laws
2. All photo taking is prohibited except as permitted by this policy.
3. Photo taking is permitted using Fire Department cameras and those cameras approved by the Fire Department and by those individuals approved by the Fire Department.
4. Photos are expressly prohibited
  - a.) that would interfere with or delay operations
  - b.) that violate state privacy laws
  - c.) **that BREACH THE CONFIDENTIALITY RULES OF THE DEPARTMENT**
  - d.) in areas where there is an expectation of privacy i.e., restrooms, dorms, **BEDROOMS**
  - e.) that can be construed to be vulgar, pornographic, demeaning, **OR OTHERWISE IN CONFLICT WITH THE DEPARTMENT'S MISSION**
  - f.) that portray the Department in a negative or unprofessional manner

5. All photos taken shall be downloaded to a Fire Department computer before deleting. This includes all blurry photos and those taken accidentally. An original shall be saved before any cropping, lightening, darkening, or contrast changes are made. All incident-related photos will be submitted to and kept by the Fire Prevention Division for a term as described by law.
6. The use of any photos is prohibited until reviewed for violation of privacy and confidentiality laws.
  - a.) the Fire Chief will establish the guidelines for release of photos
  - b.) the Fire Chief or his designee will review photos for release
7. Photos exempt from this order:
  - a.) those that enhance the fire department image **AND/OR** that are family oriented taken during station tours or public education engagements
  - b.) approved charitable photos such as MDA, United Way, or Cure for Cancer
8. Media Photographers:
  - a.) Members will not encourage or discourage the media from taking pictures
  - b.) Members will not interfere with the media taking pictures in public places where they would normally have access
  - c.) Department members will not pose for photographers at fire or emergency scenes
  - d.) Department owned or produced pictures will not be released to the media without the permission of Fire Chief or his designated representative



# General Order

# # 30

**SUBJECT: Promotional testing**

**Issue, Review, Revision Dates**

**Issued:** Draft  
**Review:** 11/12/2019  
**Revision:**

**ISSUED BY: DRAFT FOR CONTRACT**

**George Albert, Fire Chief**

**I. PURPOSE:**

To establish a procedure for the selection of qualified candidates to fill promotional vacancies in the City of Moberly Fire Department. All examinations shall be impartial and shall relate to matters that will test fairly the candidate to discharge the duties of the position to be filled.

**Positions Covered:**

This guideline is specifically designed to fill the vacancies occurring for the Fire Engineer, Firefighter/Inspector, Lieutenant, and Captain positions. All positions above the rank of Captain will be filled utilizing guidelines to be established at the time vacancies exist. These guidelines shall be used to fill all vacancies at the discretion of the fire administration with the city managers approval.

**Minimum Qualifications for Promotion:**

- A. These qualifications have been developed and established as formal departmental policies. They are the minimum qualifications that must be obtained to advance from a lower position to a higher. Each position qualification has stated the requirements for time, title, training and special circumstances.
- B. All candidates interested in applying for promotional advancement must first meet the qualifications as set forth in the formal department policies of the City of Moberly Fire Department qualification for Fire Engineer, Lieutenant, and Captain of the City of Moberly Fire Department.
- C. The City of Moberly Fire Department will keep a current roster of all eligible candidates.

**Promotional Testing:**

- A. To insure accurate selection and fairness, all candidates will be tested in phases. (Written, interview, or practical skills i.e. pump and/or driving test, and/or promotional rating assessment) See position for complete procedure.
- B. All eligible candidates wanting to enter the testing process must give written notification and a resume to Human Resources Department within fourteen (14) calendar days of the posting date of the promotional posting notice.
- C. Promotional testing will take place when vacancies exist.

- D. Promotional posting of test information, including position open for testing, test date, test time, test location, and study material, will be posted no later than sixty (60) days in advance of the test date.
- E. After testing is completed and a final score is determined for each candidate and promotional list will be posted listing all candidates in descending order from highest to lowest. The written test will be current for a two (2) year period. The promotional Rating Assessment will be administered at the time a vacancy occurs.

**Written Test:**

- A. The first step of the promotional procedure will be a written examination. A minimum passing score of seventy (70) percent will be required for passing. Passing scores shall be determined by grading all examination on a curve: with all other scores achieved being a percent relative to the top score. Adjusted scores of seventy percent (70%) or greater of the top score shall be declared passing.
- B. You will not be allowed to take the promotional test if you arrive after the posted time for the test. No exceptions will be permitted. If a cost is incurred by the fire department for the testing material and a candidate does not arrive to take the test that candidate will reimburse the fire department for that cost.
- C. The written test used for promotional vacancies will be a standardized test purchased from a nationally recognized testing agency, if available.
- D. All candidates that obtain a passing score will receive written notice from Human Resources and confirm they wish to proceed to next testing phase no later than seven (7) days of receiving their notice of passing the written exam. Notice of employees that passed the written test shall be given to I.A.F.F. Local 2671

**Promotional Rating Assessment:**

- A. All candidates who successfully complete and receive a passing score on the written test will enter the next phase of the testing. (Promotional Rating Assessment)
- B. Fire Fighter must complete and pass driving and pump operator skills. This will be timed and scored for pass/fail. You will receive five points for having passed the MO Division of Fire Safety Apparatus course and obtaining your certificate, 3 points for completion of the course, and one point per year for seniority.
- C. For Captain/Lieutenant an assessment board will administer the promotional rating assessment. The assessment board will consist of the three (3) non-departmental personnel. The panel shall consist of at least two (2) individuals who are paid members of the fire service. The panel will use the designated rating form during the interview process. The interview shall not exceed a maximum of thirty-two (32) points. These shall be raw score, not percentage.
- D. An assessment board for Inspector will consist of the Human Resource Director, Building Inspector and a Fire Inspector.
- E. The assessment boards will evaluate each candidate in six (6). Personal Appearance, Communications Skills (Oral and Written), Education, Technical Ability, Administrative and Managerial Ability.
- F. The assessment board members will total up the points in all categories for a total point score for that candidate. The total point score of each assessment board member will then be added together for a total score for each candidate. The total point score of all assessment board members will then be averaged together for a final Promotional Rating Assessment score.

**Scoring the Test:**

Final score will be the combination total of the written examination, practical skills/ the professional rating assessment, and experience/seniority. The candidate with the highest total score will be offered the promotional vacancy. In the event there are two or more vacancies, the next highest score will be offered the second promotional vacancy and so on.

**Minimum Qualifications for each Position****Fire Engineer:**

Have a valid Missouri Drivers License (CDL preferred), three (3) years of continuous service with Moberly Fire Department. If less than two employees have the minimum the MFD will open testing to include members having three years prior to the posting date. Must be Missouri Division of Fire Safety certified with Driver Core and with Pumper Operator (preferred).

**Inspector/ Engineer:**

Minimum qualification: Must have valid Missouri Driver license, High School diploma or equivalent, five years on the Moberly Fire Department, and must have or obtain Inspector I Certification within one year from the Missouri Division of Fire Safety. (If no member of the Moberly Fire Department applies and an outside applicant is considered they must have 5 years experience in code enforcement and have Fire Inspector I from the Missouri Division of Fire Safety.

**Lieutenant:**

Must have seven year of service on the MFD with one year as a Driver Engineer. Must complete all training and must be MO Division of Fire Safety Certified as Fire Service Instructor I, Fire Inspector I, and Fire Officer I.

**Captain:**

Must have eight (8) years on the MFD with a minimum of one year as a Lieutenant. Complete all training and must be MO Division of Fire Safety Certified as Fire Officer II.

All applicants for promotion must complete the prerequisite training and state certification required for each particular position prior to testing. If the candidate has not completed the specific training and/ or not obtained the Division of Fire Safety State Certification prior to the test date, that candidate will not be allowed to test for that position.



# General Order

# 25

**SUBJECT: Conduct During Training Sessions**

**Issue, Review, Revision Dates**

**ISSUED BY: \_\_\_\_\_**

**Issued: 05/28/17**

**George Albert, Fire Chief**

**Review: 05/28/18**

**Revision:**

1. All participants (individuals and/or companies) are expected to be on time.
2. All participants should focus their attention on the instructor. The instructor controls the floor.
3. If a training session requires participation, all members present are expected to participate.
4. Non-emergency callers to a station where training is being conducted shall be advised that training is in progress, and invited to call back later.
5. Unless they're part of training, televisions and radios are to be turned off during training sessions. All cell phones and pagers are to be turned off during training.
6. While in training, participants fall under the command of the instructor.
7. If you're not familiar with what's being taught, take advantage of the opportunity to learn; if you are familiar with the subject matter, take advantage of the opportunity to help teach.





# General Order

# Draft

**SUBJECT: Accrued Vacation, Holiday and Kelly Day Time Off**

**Issue, Review, Revision Dates**

**ISSUED BY: DRAFT**

**Issued: 11/14/19**

**George Albert, Fire Chief**

**Review:**

**Revision:**

## 1. General Provisions:

It is in the best interest of the Moberly Fire Department and its employees to establish a formal agreement dealing with the assignment for accrued time off. To that end, the following rules shall apply to fire suppression personnel:

## 2. Definition:

**Holiday** – All offices of the City of Moberly are closed and employees excused on the following legal state holidays: New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve, Christmas Day. Moberly Fire Suppression personnel shall be compensated for holidays as provided in Section VII, Paragraph A of the Employee Handbook, and included as Appendix I of the City Contract Agreement. Employees will be able to use these days off in accordance with the policy governing how vacation days are utilized. The calendar year will be divided in half (January 1 – June 30) (July 1 – December 31), and each Member shall be required to use three (3) days off in the first half of the calendar year, and two (2) days off in the second half of the calendar year.

**Kelly Day** - The FLSA requires employers to remunerate fire department personnel at a rate of one and one-half times their base hourly rate of pay for any hours scheduled in excess of 212 in a 28-day pay cycle. It is permissible for employers, in lieu of overtime, to allow employees to take time off during the pay cycles in which they are scheduled for more than 212 hours. These days off are commonly called Kelly Days, and this is the system selected by the MFD. During pay cycles where Members are scheduled for 240 hours, they shall be allowed to select one (1) 24-hour shift off as their Kelly Day. Kelly Days shall be selected using the same procedure as governs the selection of vacation days.

**United Way Day** – All City employees may earn a United Way day by donating their fair share yearly. United Way Days may not be taken until after July 1<sup>st</sup>.

**Vacation Days** - Vacation time is a pool of hours earned by employee’s to be used, when approved by their supervisor for appropriate reasons. Vacation hours may be used to bring an employee’s pay period total hours up to their full-time base pay period hours (i.e. 40 hours, 80 hours for commissioned police officers and 212 hours for firefighters).

**3. Selection of accrued time off:**

- Selection of accrued time off shall be on Fire department seniority basis within assigned shifts.
- The selection of accrued time shall be as follows:
  1. Kelly Days selected within the 28 day pay cycle that they appear in.
  2. Vacations days may be taken one at a time or block of any numbers of days not to exceed the amount of days an employee has earned.
  3. Three Holidays the first half of the year and two Holidays in the second half of the year.
  4. United Way Day in second half of the year.
- Only two employees may be off duty per shift at the discretion of the shift Commanded and/or the Fire Chief.
- Employee requests shall be submitted semi- annually by January 31<sup>st</sup> and July 31<sup>st</sup> of each year. Notification as to whether or not the requested days have been approved shall be provided to the employee.
- Once an employee's accrued time off has been approved, any changes must be documented, in writing, and acknowledged by both the employee and the Captain.

**4. Assigned Time off:**

The Fire Chief and/or the Captain may assign time off for employees who have not requested vacation time if the employees has accumulated more than 318 hours.

**5. Short notice time off:**

The Shift Captain must approve all time off that is requested on short notice due to unforeseen circumstances. If the Captain is not available to the On-Duty Officer may approve the request. Short notice time off will be granted on first come and first serve, and as needed basis. The On -Duty Office must be notified immediately of the approved time off and will log the information on the calendar to prevent too many personnel being off on the same date. All time off is subject to the discretion of the Shift Captain and the approval of the Fire chief.



# General Order

# 27

**SUBJECT: Tardiness; Unexcused Absence; Job Abandonment**

**Issue, Review, Revision Dates**

**ISSUED BY:** \_\_\_\_\_

**Issued:** 012/9/19

**George Albert, Fire Chief**

**Review:**

**Revision:**

## 1. Definitions

**Tardiness** is defined as an employee's arrival for duty after the normal shift change or shift starting time. Until otherwise defined, normal shift starting time is 07:00 am. An employee is considered as late arrival if he/she arrives after 07:00 am and before 07:30 am.

**Chronic Tardiness** is defined as situation where an employee has a total of 6 occurrences in two consecutive calendar years. Chronic tardiness calculation starts with the date of the first tardiness.

**Unexcused Absence** is defined as a situation where an employee actually arrives to work after 07:30 am but before 09:00 am. Arriving after 9:00 am will result in the loss of 24 hours of pay and count as an unexcused absence.

**Chronic Unexcused Absence** is defined as situation where an employee has a total of five (5) occurrences of unexcused absences in two consecutive calendar years. Chronic Unexcused Absence calculation starts with the date of the first unexcused absence

**Job Abandonment** is defined as when an employee has not reported to work and has subsequently failed to contact his/her supervisor or that direct supervisor's official designee for three consecutive working days or one 24 hour shift for firefighters (As stated in the City's Personnel Manual)

2. **Employee and Enforcement Responsibilities** All Suppression personnel are expected to arrive for duty at or before 07:00 am. Personnel arriving at 07:00 will be clean shaven, placing their gear on the apparatus and be in a "ready for work" status. Office staff is expected to arrive at 8:00 am unless otherwise scheduled.

All disciplinary action outlined in this order requiring the loss of less than 24 hours shall take place on the day of the infraction / occurrence at the end of that shift day, or the next scheduled work day in the event the employee reports for work and there are not enough hours remaining in the duty day to implement the full extent of the penalty. Employees shall not be compensated for any time the employee is not on duty.

Captains are responsible for dispensation of unexcused absence penalties that are for less than 24 hours (1<sup>st</sup> and 2<sup>nd</sup> Occurrences). Company Officers are responsible for reporting all infractions of this order to the on-duty Captain. All such action shall be appropriately documented.

**3. Penalties for Tardiness in a Calendar Year**

- 1<sup>st</sup> Occurrence: Oral reprimand
- 2<sup>nd</sup> Occurrence: Written reprimand
- 3<sup>rd</sup> Occurrence: 8 hour suspension
- 4<sup>th</sup> Occurrence: One (1) day suspension
- 5<sup>th</sup> Occurrence: Three (3) day suspension
- 6<sup>th</sup> Occurrence: Reduction in pay or dismissal as determined by the fire chief

4. **Chronic Tardiness** can result in the employee’s immediate dismissal from the Moberly Fire Department

5. Communication with the employee

The employee’s Captain will review this order with the employee on every occurrence of Tardiness. The Fire Chief will review this order with the employee on each Tardiness occurrence resulting in suspension or dismissal.

**6. Penalties for Unexcused Absences**

- 1<sup>st</sup> Occurrence: 8 hour suspension
- 2<sup>nd</sup> Occurrence: 16 hour suspension
- 3<sup>rd</sup> Occurrence: One (1) day suspension
- 4<sup>th</sup> Occurrence: Five (5) day suspension

7. **Chronic Unexcused Absence** can result in the employee’s immediate dismissal from the Moberly Fire Department.

**8. Communication with the Employee**

The employee’s Captain will review this order with the employee on the 1<sup>st</sup> and 2<sup>nd</sup> Unexcused Absence occurrences within the year. The Fire Chief will review this order with the employee on the 3<sup>rd</sup> and 4<sup>th</sup> Unexcused Absence occurrence within the year and after the 3<sup>rd</sup> and 4<sup>th</sup> Unexcused Absence in two years (Chronic)



# General Order

# 23

**SUBJECT:** Fire Department Use of Wireless Communication Devices, Cameras and Video Recorders

**Issue, Review, Revision Dates**

**Issued:** 05/28/17

**Review:** 05/28/18

**Revision:**

**ISSUED BY:** \_\_\_\_\_  
George Albert, Fire Chief

Fire Department personnel will turn off cell phones and pagers during training sessions, meetings or other events where the sound of a phone ringing or answering a phone would cause a disruption.

Cell phone use is not permitted by any Fire Department personnel when responding to emergency incidents, unless pertinent to the incident.

Fire Department personnel will not text or use cell phones while driving a city vehicle or any other vehicle while on city business unless there is a clear operational need (also outlined in Section 8 paragraph T of the City Personnel Manual).

**Prohibited Use of Cameras and Phone/Video Camera Function** - Unless conducting an official investigation with the approval of the Fire Chief, or his designee, employees will not use cameras, video recorders or wireless devices to capture record or transmit still or video images of other persons. **This includes accident and emergency scenes involving injuries or fatalities.**

Use of such devices is prohibited in restrooms, locker rooms or any other place where conditions present a likelihood of obtaining images that are, or may be construed to be, pornographic, vulgar, demeaning, embarrassing or otherwise illegal or improper in nature.

Employees using a wireless telephone for Fire Department business, whether the telephone is Department issued or personally owned, will apply the same level of discretion and confidentiality to their conversations as required when making a transmission by fire radio.

Employees should monitor the actions of people using camera, video recorders and wireless devices in and around Fire Department facilities, vehicles, crime scenes, etc., to ensure sensitive activities, documents, computer displays, etc., are protected from surreptitious recording or transmission.



# General Order

# # Draft

**SUBJECT: Time Trades**

**Issue, Review, Revision Dates**

**Issued: 01/25/19**

**Review: Draft**

**Revision:**

**ISSUED BY: \_\_\_\_\_**

**George Albert, Fire Chief**

## 1. Purpose

It is in the best interest of the Moberly Fire Department and its employees to establish a formal agreement dealing with assignment of voluntary and mandatory overtime. This document establishes the policy for assigning both voluntary and mandatory overtime, and for the maintenance of the associated overtime lists.

## 2. Responsibilities

Shift Commanders, Acting Shift Commanders and Firefighters are responsible for following the guidelines established in this General Order.

## 3. General Procedures

### A.) Overtime Lists and Contact Information

Shift Commanders shall be furnished with names, in seniority order, and the phone numbers of the personnel assigned to each shift. These along with the Voluntary Overtime list and Mandatory Overtime list shall be kept in the Captain's office, and it shall be the responsibility of the Shift Officers to ensure that the lists are updated properly and that overtime is filled in accordance with this Agreement. This list of personnel shall be used to establish a revolving overtime list for each shift. If the senior person on the shift accepts, refuses, doesn't request overtime, or cannot be contacted, then the employee on the shift with next highest seniority shall be up next and so forth.

(Exception is made for accepting less than 12 hours.) **It shall be the responsibility of each Member to ensure that the MFD roster contains the most up-to-date contact information including home phone number or mobile phone number or pager number, and email addresses.**

### B.) Use of Overtime Personnel

The member on overtime shall fill their vacant riding position whenever possible, but may be placed in another position if deemed necessary by the Shift Supervisor while making assignments to the duty roster, provided that the Member on overtime possesses the required licensure to fill that position.



### 3.) Voluntary Overtime

- A Voluntary Overtime shift shall be defined as any shift, voluntarily worked at the firehouse, greater than 12 hours;
- Overtime worked at a special event shall not impact a Members' standing on the Voluntary Overtime list;
- The Voluntary Overtime list will not reset each year, and shall continue indefinitely.
- In the event that scheduled time off and/or unscheduled absences result in staffing levels dropping below the agreed upon minimum, Voluntary Overtime will be offered by working down the roster from the most senior person to the least senior person, regardless of rank, until someone accepts the overtime. The person accepting the overtime shift will then move to the bottom of the Voluntary Overtime list, and shall be the last person offered Voluntary Overtime when it becomes available.

#### 3A.) Emergency Voluntary Overtime

Emergency Overtime is that which occurs with less than 24 hours' notice, such as a call-in due to illness or injury. Emergency Overtime shall be distributed following the aforementioned Voluntary Overtime guidelines, and by utilizing the contact list kept in the office. The Captain or Acting Captain shall initiate phone calls to notify Members of the availability of overtime. The contact number listed shall be called, and messages shall be left if direct contact cannot be made. The first Member reached that accepts or calls back after a message was left to accept will be awarded the overtime.

#### 3B.) Scheduled Voluntary Overtime

Scheduled Overtime is that which occurs with greater than 24 hours' notice, such as when multiple vacation days and training or long-term illness occur on the same date. Scheduled Overtime shall be distributed following the aforementioned Voluntary Overtime guidelines based on the responses received to email notification. The Captains, as soon as learning of an occurrence of scheduled overtime, shall send an email or other mutually acceptable notification to the two un-scheduled shifts notifying them of overtime availability. Members interested in the overtime shift shall respond by the deadline listed in the notification. Failure to respond by said deadline shall constitute a forfeiture of the opportunity for that overtime occurrence.

#### 4). Contacting Shift Supervisor/Duties of the Shift Supervisor

- Employees assigned to the on-duty shift who are interested in voluntary overtime assignment during the next day must contact the Shift Supervisor or his designate to have their names placed on the overtime list for the following day. (Shift Supervisor's designate to be a Acting-Captain at Station 1.)
- All requests for overtime assignment must be made between 07:00 and 19:00 each day to be eligible for assignment of overtime the following day.
- The Shift Supervisor shall record such requests and use first those personnel whose names are recorded to fill overtime assignments the following day as may be required.
- Contacting anyone other than the Shift Supervisor or his designate with a request for overtime is not permissible.
- When assigning overtime, the Shift Supervisor shall begin with the employee up next on the Revolving Overtime List, and proceed through the list as necessary to fill overtime assignments.
- Advancing through the overtime list shall be accomplished by the employee accepting, refusing, not requesting overtime, or when the employee cannot be contacted by the Shift Supervisor. As the Shift Supervisor advances through the list, he shall keep records regarding who worked overtime and the number of hours worked. The last person assigned overtime shall not be eligible for overtime again until his name appears at the top of the Revolving Overtime List, except as stated. A record of who received the last overtime assignment shall be kept in order to determine who is up next. In cases where no overtime is assigned during a shift, the overtime list shall be wiped clean; requests for overtime assignments must again be made, with the last employee assigned to be the cut-off point.
- The Shift Supervisor shall also keep records that indicate the reason for passing an employee who has requested overtime, which resulted in an employee further down the overtime list being assigned.
- Requests (sign-up) for voluntary overtime shall be for only one (1) day. Employees must notify the Shift Supervisor each day that they wish to be on the overtime list. (Can discuss)
- In the event there is need for more overtime personnel than there are volunteers available, the Shift Supervisor may, at his discretion, do the following in the order listed:
  1. Turn in a Special Call requesting more volunteers for overtime (call to include a 10-minute time limit for volunteers to call in), or if no volunteers are obtained;
  2. Contact individuals that he believes would be willing to work overtime; or
  3. Retain personnel from the previous shift as necessary to meet minimum manning requirements.
  4. The overtime line shall remain where it was at (the last time it was used prior to special call).
  5. If an overtime position becomes available after 07:00, the Shift Supervisor shall make a reasonable effort to contact the employee up next on the overtime list. It is the **employee's responsibility** to advise the Shift Supervisor of where they can be contacted at.
  6. An employee who is assigned to another shift also may advise of their desire for overtime assignment but these employees will not be assigned overtime until list of employees assigned to the off-going shift is exhausted.
  7. Employees are ineligible for voluntary overtime on any one particular day, if that employee was on suspension during that pay period.
  8. Any special City overtime requested shall follow these guidelines.

### 5.) Mandatory Overtime

- A Mandatory Overtime shift shall be defined as any occurrence that requires a Member to be called into, or remain at the firehouse without his consent for greater than two hours;
- ~~The Mandatory Overtime list will not reset each year, and shall continue indefinitely. It will begin with the least senior person and proceed through the entire roster before starting over. The only exception shall be that when a new Member starts, he shall be placed at the top of the list until he receives his first mandatory shift, after which he shall be inserted into his appropriate position in the roster;~~
- Mandatory Overtime will occur in the event that no one volunteers for overtime, and on-duty staffing falls below the minimum staffing standards set forth in this Agreement. Mandatory Overtime will be distributed by ~~holding over the firefighter where the overtime originated. working up the roster from the least senior person to the most senior person. Once someone has been required to work Mandatory Overtime that person will move to the bottom of the Mandatory Overtime list and will not be required to work Mandatory Overtime again until the rest of the department has done so.~~ holding over the firefighter where the overtime originated.
- ~~In the event that extenuating circumstances make it impossible for someone to work an assigned Mandatory Overtime shift, the next person up the roster shall be assigned the Mandatory shift. The person refusing to work the Mandatory shift shall remain the next person due for Mandatory Overtime and may be subject to corrective action.~~
- Every effort should be made to prevent someone from being required to remain at the firehouse for longer than 72 hours.

### 6.) Emergency Call back

- ~~Employees called back in to perform work on a day when they are not scheduled will be given a minimum of two hours pay.~~
- ~~Every effort shall be made to recall the off going shift between the hours of 07:00 to 19:00 and the oncoming shift between 19:00 to 07:00.~~



# General Order

# # 26

**SUBJECT: Time Trades**

**Issue, Review, Revision Dates**

**Issued:** 012/9/19

**Review:**

**Revision:**

**ISSUED BY:** Union  
George Albert, Fire Chief

## 1. Purpose

This document establishes the policy for time trades and limits time trades with newly hired firefighters

## 2. Responsibilities

Staff, Company Officers, Acting Officers and Firefighters is responsible for following the guidelines established in this General Order.

## 3. General Procedures

- Time trades are allowed with the permission of the Chief or Captains for the shifts involved.
- Trade time will only be approved if the employee has already used all of their accrued time or if there will be insufficient personnel on duty for the date requested for the date requested to allow the requesting employee to take accrued time off.
- All accrued time off must be applied for and approved, at least one shift prior to taking the day off unless in an emergency.
- Time trades are not to be used to avoid training, tours, inspections, etc.
- Time trades cannot be used to cover for someone who is late (trades must be approved prior by the Captains of the shifts involved)
- New hires cannot trade time for the first six months of shift work unless approved by the Fire Chief.
- Time trades are allowed to give on duty firefighters the opportunity to attend family, personal and sporting events. Firefighters are expected to keep track of their trades and repay the full amount of traded time. Misuse or abuse of time trades can result in a loss of this privilege.
- In addition to the existing policy, all personnel must trade days within their own pay classification or with an employee that is qualified to fill the position of the person wanting to trade time.
- All time trades must be requested on the MFD time trade request form.

#4.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #5.  
 Department: Public Works  
 Date: December 16, 2019

**Agenda Item:** An Ordinance Authorizing The City Manager To Enter Into A Construction Agreement With Rhad A. Baker Construction, L.L.C. For Phase 2 Of The Route M Construction Project

**Summary:** Advertisement was done for the construction, bids were opened on November 21, 2019 at 10:30am. Two (2) bids were received from S & A Equipment & Builders and Rhad A. Baker Construction. Staff recommends Rhad A. Baker Construction with the low bid with the Alt A.

Attached is the agreement.

**Recommended**

**Action:** Approve this ordinance.

**Fund Name:** Transportation Trust - Rt. M

**Account Number:** 600.168.5409

**Available Budget \$:** 19657.88

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



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

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION AGREEMENT WITH RHAD A. BAKER CONSTRUCTION, L.L.C. FOR PHASE 2 OF THE ROUTE M CONSTRUCTION PROJECT**

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

**SECTION ONE:** As part of Federal Project No. TAP-4500(209) known locally as the Route M, Phase 2 Construction Project, city staff sought bids for construction of pedestrian bridge abutments, concrete paving, grading, seeding and erosion control.

**SECTION TWO:** Base bids and alternate bids were received from two companies and staff has determined that the lowest responsible bidder for the Base Bid and Alternate A Bid is Rhad A. Baker Construction, L.L.C. with a Base Bid of \$81,535.00 and Alternate A Bid for radar speed signs of \$10,000.

**SECTION THREE:** The Moberly City Council hereby accepts the bids of Rhad A. Baker Construction, L.L.C. and authorizes the City Manager or his designee to enter into the attached construction agreement for the bid amounts.

**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 16th day of December, 2019.

**ATTEST:**

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

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

Federal Project No.: TAP – 4500(209)

City of Moberly, Missouri  
101 W Reed St, Moberly, MO 65270

**CONTRACT**  
AND  
**BOND**  
FOR  
CONSTRUCTING OR IMPROVING  
Abutment and Sidewalks

Located along E. Urbandale Drive (Route M) beginning 900' east of Gratz-Brown St. on South side of the road in the City of Moberly in Randolph County, Missouri

E. Urbandale Drive (Route M)  
Randolph County/City of Moberly

TABLE OF CONTENTS

#5.

Notice to Contractors

Proposed Work..... (1)  
Compliance With Contract Provisions ..... (2)  
Period of Performance ..... (3)  
Liquidated Damages ..... (4)  
Bid Guaranty ..... (5)  
Certifications for Federal Jobs ..... (6)  
Antidiscrimination ..... (7)  
Federal and State Inspection ..... (8)  
Prevailing Wage ..... (9)  
Worker Eligibility Requirements ..... (10)  
OSHA Training Requirements ..... (11)  
Buy America Requirements ..... (12)  
Addendum Acknowledgement..... (13)  
Signature and Identity of Bidder ..... (14)  
Trainees..... (15)  
Subcontractor Disclosure ..... (16)  
Project Award ..... (17)  
Materials Inspections..... (18)  
Prime Contractor Requirements ..... (19)  
Tax Exempt Status ..... (20)

Itemized Bid Sheets

Bid Bond

DBE Identification Submittal

DBE Provisions

Contract Forms

Job Special Provisions

Form FHWA 1273

Federal Aid Provisions

Applicable State Wage Rates

Applicable Federal Wage Rates

Applicable Environmental and Cultural Permits and Clearances

ADA Checklist

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_, by and between The City of Moberly, Missouri, hereinafter called "OWNER" and Rhad A. Baker Construction, LLC doing business as A LLC hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the  
  
**Moberly, MO – Pedestrian Bridge and Crosswalk Signals Improvements Project  
Federal Aid Project No. TAP-4500(209)**
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 14 calendar days after the date of the NOTICE TO PROCEED and will complete the same by December 19, 2019, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \_\_\_\_\_  
Ninety-one thousand, five hundred thirty five dollars \_
5. The term "CONTRACT DOCUMENTS" consists of the following:
  - A. NOTICE TO BIDDERS (*inclusive*)
  - B. CONTRACTOR’S BID (BID FORM) (*inclusive*)
  - C. THIS AGREEMENT (*inclusive*)
  - D. BID BOND (*inclusive*)
  - E. PERFORMANCE BOND (*inclusive*)
  - F. PAYMENT BOND (*inclusive*)
  - G. DRAWINGS (*inclusive*) consisting of sheets prepared or issued by Bartlett & West, Inc.,  
**dated September 2019 with each bearing the following general title:**  
CITY OF MOBERLY PEDESTRIAN BRIDGE AND CROSSWALK SIGNALS  
IMPROVEMENTS PROJECT  
LOCATED IN THE CITY OF MOBERLY, MISSOURI

- H. MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2019 EFFECTIVE EDITION
- I. MISSOURI STANDARD PLANS FOR HIGHWAY CONSTRUCTION, 2019 EFFECTIVE EDITION
- J. JOB SPECIAL PROVISIONS (*inclusive*)
- K. ADDENDA (Numbers\_\_\_\_ Through\_\_\_\_ )
- L. The following which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:
  - 1) NOTICE TO PROCEED
  - 2) CHANGE ORDERS

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in four ( 4 ) copies each of which shall be deemed an original on the date first above written.

OWNER: The City of Moberly, Missouri

(SEAL)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

CONTRACTOR:

(CORPORATE SEAL)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

FEIN \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**BID BOND**

Great Midwest Insurance Company

**CONTRACTOR:***(Name, legal status and address)*

Rhad A. Baker Construction, LLC  
 4851 County Road 219  
 Fulton, MO. 65251

**OWNER:***(Name, legal status and address)*

City of Moberly MO.  
 101 W. Reed Street  
 Moberly, MO. 65270

**SURETY:***(Name, legal status and principal place of business)*

Great Midwest Insurance Company  
 800 Gessner Suite 600  
 Houston TX 77024

**BOND AMOUNT:** Five (5%) of the amount of bid**PROJECT:***(Name, location or address, and Project number, if any)*

Pedestrian Bridge Abutment and Sidewalk Construction Project  
 Project # TAP-4500(209)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition



Signed and sealed this 21st day of November, 2019.

Rhad A. Baker Construction, LLC

[Signature]  
(Witness)

[Signature]  
(Principal) (Seal)  
Managing Member  
(Title)

Great Midwest Insurance Company

[Signature]  
(Witness)

[Signature]  
(Surety) Attorney in Fact Katherine D. Morin (Seal)  
(Title)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

POWER OF ATTORNEY

GM-201177

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Katherine D. Morin

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Four Million dollars (\$4,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 15th day of October, 2018.

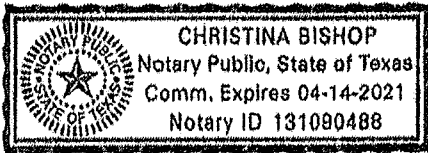


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Peter B. Smith President

ACKNOWLEDGEMENT

On this 15th day of October, 2018, before me, personally came Peter B. Smith to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 21st Day of November, 2019



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**NOTICE TO CONTRACTORS**

Sealed bids, addressed City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270 for the proposed work will be received by the City of Moberly until 2:00 PM (prevailing local time) on June 20<sup>th</sup>, 2019, at the office of the City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270, and at that time will be publicly opened. Bids should be delivered to: City Clerk, City of Moberly, 101 West Reed Street, Moberly, Missouri, 65270.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The proposed work involves construction of abutments for a prefabricated pedestrian bridge. The contractor will be required to construct abutments as designed by the bridge manufacturer which will be paid for by the bid items as noted in the project manual and plans. Add alternates for the installation of rectangular rapid flashing beacons, radar activated speed limits warning signs and crosswalk striping are also included in the bid for this project. The project will consist of concrete pavement work, tie in grading, seeding, and erosion control. All equipment, material, and workmanship must be in accordance with the plans, specifications, and contract documents on file with the City of Moberly.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction" 2017 version, and "Missouri Standard Plans for Highway Construction", 2017 version (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans  
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Moberly", and the term "Engineer" is a reference to the Engineer of Record from Bartlett & West, Inc.

The contracting authority for this contract is the City of Moberly.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Completion Date: As noted in the JSPs

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 500

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable). A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond  
 Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 26", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

All bidders must also be enrolled in the E-Verify Program and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Rhad A. Baker Construction LLC, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

- sole individual LLC                       partnership                       joint venture
- corporation, incorporated under laws of state of \_\_\_\_\_

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name


Executed by bidder this 21<sup>st</sup> day of November 2019.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

  
\_\_\_\_\_  
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Rhad Baker  
\_\_\_\_\_  
Please print or type name and title of person signing here

Attest:

\_\_\_\_\_  
Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** City of Moberly, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

BID FORM

Proposal of Rhonda Baker Construction LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Missouri doing business as a LLC to the City of Moberly, Missouri.  
( a corporation, a LLC, a partnership, an individual)

BIDDER hereby proposes to perform all WORK for the construction of

**Moberly, MO – Pedestrian Bridge & Crosswalk Signals Improvements Project  
Federal Aid Project No. TAP-4500(209)**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED.

BIDDER further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day after the allowed period of performance.

BIDDER acknowledges receipt of the following ADDENDUM:

No. 1, dated 11/11/19

No. \_\_\_\_\_, dated \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_

MoDOT Item No.	Description	Quantity	Unit	Engineer's Estimate	
				Unit Price	Extension
<b>Base Bid</b>					
608-60.04	Concrete Sidewalk, 4 in.	19	SY	265.00	5,035.00
608-40.23	Sidewalk Hand-Railing	48	LF	75.00	3,600.00
616-99.01	Traffic Control	1	LS	2,000.00	2,000.00
618-10.00	Mobilization	1	LS	25,000.00	25,000.00
627-40.00	Contractor Furnished Surveying and Staking	1	LS	2,000.00	2,000.00
703-99.01	Pedestrian Bridge Abutment Concrete	12	CY	700.00	8,400.00
703-99.02	Pedestrian Bridge Abutment Reinforcing Steel	1,500	LB	4.00	6,000.00
703-99.03	Pedestrian Bridge Abutment Aggregate Base	4	CY	3,000.00	12,000.00
703-99.04	Aggregate Backfill	2	CY	1,000.00	2,000.00
703-99.05	Installation of Prefabricated Pedestrian Bridge	1	LS	15,000.00	15,000.00
805-10.00A	Seeding - Cool Season Mixtures	0.1	AC	5,000.00	500.00
<b>Base Bid Total</b>					\$81,535.00
<b>Add Alternate A</b>					
616-99.01	Radar Activated Speed Limit Warning Sign	2	EA	5,000.00	10,000.00
<b>Base Bid + Add Alt A</b>					
<b>Add Alternate B</b>					
903-99.01	Rectangular Rapid Flashing Light Bars	1	LS	6,000.00	6,000.00
<b>Base Bid + Add Alt A &amp; B</b>					
<b>Add Alternate C</b>					
620-00.09	Preformed Thermoplastic Pavement Marking, 6 in. White	49	LF	30.00	\$1,470.00
<b>Base Bid + Add Alt A + Add Alt B + Add Alt C</b>					99,005.00

BID TOTAL

\$ 99,005.00  
(figures)

ninety nine thousand, five dollars and  
00/100

(words)



The low bidder will be determined based upon the total construction cost.

This Bid is submitted by:

Rhad A. Baker Construction LLC  
Name (Corporation, LLC, Partnership, Individual)

[Signature] 11/21/19  
Authorized Signature Date

Managing Member 4851 Cord 2-19  
Title Address

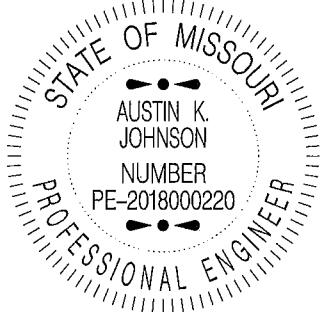
20-4501223 573-489-6470 Fulton MO 65251  
FEIN Phone No. City, State, Zip

CORPORATE SEAL -- (if BID is by a corporation)

**JOB SPECIAL PROVISIONS – TABLE OF CONTENTS**

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

- A. Work Zone Traffic Management Plan
- B. Project Contact for Contractor/Bidder Questions
- C. Emergency Provisions and Incident Management
- D. Utilities
- E. ADA Compliance
- F. Liquidated Damages Specified for Winter Months
- G. Disadvantaged Business Enterprise (DBE) Program Requirements
- H. Permanent Signs
- I. Rectangular Rapid Flashing Beacons
- J. Solar Powered Radar Speed Limit Sign
- K. Pedestrian Bridge Abutments
- L. Pedestrian Bridge Installation
- M. Time for Completion of Work
- N. Add Alternates
- O. Environmental Clearance for Contractor Furnished Borrow
- P. Sidewalk Hand-Railing
- Q. Buy America

 <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<p><b>The City of Moberly, MO</b> 101 West Reed St Moberly, MO 65270 Phone (660) 269-8705</p>
	<p><b>BARTLETT &amp; WEST, INC.</b> 1719 Southridge Drive, Suite 100 Jefferson City, MO 65109 Certificate of Authority: 000167 Consultant Phone: 573-634-3181</p>
	<p>Project No. TAP-4500(209) Randolph County, MO Date Prepared: 10/15/19</p>
<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>	<p>ADDENDUM DATE:</p>
<p>All Job Special Provisions are authenticated by this seal.</p>	

A. WORK ZONE TRAFFIC MANAGEMENT PLAN JSP-02-06A

**1.0 Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

**2.0 Traffic Management Schedule.**

**2.1** Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

**2.2** The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

**2.3** The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

**2.4** In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

**2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

**2.5.1 Traffic Delay.** The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

**2.5.2 Traffic Safety.**

**2.5.2.1** Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

**2.5.2.2** When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000

feet (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

**3.0 Work Hour Restrictions.**

**3.1** There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

**B. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS**

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below:

Austin Johnson  
1719 Southridge Drive, Suite 100  
573-659-6737  
Austin.johnson@bartwest.com

**C. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT JSP-90-11**

**1.0** The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

**2.0** In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol (660-385-2132)		
City of Moberly	Randolph County	Randolph County
Fire: 660-269-8705 x 2035	Fire: 660-263-7115	Ambulance: 660-263-2267
Police: 660-263-0346	Police: 660-277-5095	

**2.1** This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

**2.2** The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when

emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

D. UTILITIES JSP-93-26C

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>
City of Moberly 101 West Reed St Moberly, MO 65270 Contact: Tim Reed Telephone: 660-269-8705 x 2046	No
Ameren Missouri Electric Contact: Deb Debrovan Telephone: 660-263-8115	No
Charter Communications 904 Rain Forest Parkway Columbia, MO 65202 Contact: Lisa Ward Telephone: 636-387-6633	No
Ameren Missouri Gas Contact: Greg Hatfield Telephone: 573-473-5067	No
MNA-Blubird 2005 W. Broadway Bldg A Suite 110, Columbia, MO Contact: James Scott Telephone: 314-270-8738	No

**1.1** The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

**1.2** The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

**1.3** The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or its subcontractor's operation.

**2.0** It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

**E. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES JSP-10-01A**

**1.0 Description.** The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this

project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

**2.0 ADA Checklist.** The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

[http://www.modot.mo.gov/business/contractor\\_resources/forms.htm](http://www.modot.mo.gov/business/contractor_resources/forms.htm)

**2.1** The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission’s acceptance of work. Prior to work being performed, the contractor shall bring to the engineer’s attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT’s Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

**2.2** It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.

**3.0 Coordination of Construction.**

**3.1** Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour complaint with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

**3.2** When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

**3.3** When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

**4.0 Final Acceptance of Work.** The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a “YES” or an “N/A” score. Any item receiving a “NO” will be deemed non-compliant and shall be corrected at the contractor’s expense unless deemed otherwise by the

engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

**4.1** Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

**5.0 Basis of Payment.** The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

**5.1** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

**F. LIQUIDATED DAMAGES FOR WINTER MONTHS**

**1.0 Description.** Revise Sec 108.8.1.2 (a) and (b) and substitute the following for the project:

- (a) Liquidated damages will be assessed from December 15 to March 15
- (b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays.

**G. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS**

**1.0 Description:** Insert the following additional program provisions in the Disadvantaged Business Enterprise (DBE) Program Requirements of the General Provisions and Supplemental Specifications to 2011 Missouri Standard Specifications for Highway Construction.

**2.0 Factors Used to Determine if a DBE Regular Dealer of Liquid Asphalt is Performing a CUF.** The DBE must be responsible with respect to materials and supplies used on a contract perform all of the following, pursuant to 49 CFR § 26.55(c)(1) and 7 CSR 10-8.131:

- (a) Negotiating price.
- (b) Determining quality and quantity.
- (c) Ordering the material.
- (d) Paying for the material itself.
- (e) 30% of the work must be performed by the DBE's permanent employees (which does not include owner-operators or leased employees) or those hired by the DBE firm for the project from an independent source other than the prime contractor, such as a union hall. For at least 30% of the work the DBE's owned (not leased) equipment shall be used and the DBE must



provide documentation that this owned equipment was used on the project as required by this provision.

(f) For up to 70% of the remaining work the equipment used by the DBE must be by long term lease (at least one year) with another DBE or non-DBE but not the prime contractor. The DBE must have absolute priority over other businesses or entities to use the long term leased equipment and must display the name and identification number of the DBE.

(g) The Contractor shall require DBE subcontractors to provide documentation in one of the following formats: bills of lading, hauling tickets, shippers manifest, and/or paid invoices. Regardless of the document format, the document(s) shall include the following information: name of the carrier, full name of the driver, driver ID number(s), truck and tanker ID or VIN number, and reflect the contract number, job number, county and route

The contract number, job number, county and route can be reported through a consignee number or lift number, as long as the DBE Subcontractor has provided the consignee number, or lift number, along with project specific information which shall include contract number, job number, county and route.

The documentation must be submitted and generated by the DBE Subcontractor and be printed on letterhead or other similar documentation outlining the contact information for the DBE Subcontractor. In addition the documentation shall indicate the quantity and amount invoiced to the prime contractor (Such as an invoice). **“MoDOT’s DBE Contractor/Subcontractor Project Trucker and Equipment List”** (Form 1) will be provided by MoDOT and shall be completed and submitted to MoDOT by the DBE Subcontractor or Liquid Asphalt Supplier before Asphalt Operations begin. The DBE Subcontractor shall report all trucks and tankers they currently own and all full time drivers that they employ, including all of the drivers numbers for each terminal the drivers pick up from. In addition the DBE Subcontractor shall include a list of “long term” leased equipment, along with drivers and drivers’ numbers to the DBE Subcontractor Project Trucker and Equipment List. The DBE Subcontractor shall attach copies of all current long term lease agreements to the DBE Subcontractor Project Trucker and Equipment List.

(h) DBE Trucking/Hauling regulations do not apply to regular dealers of liquid asphalt.

### **3.0 When a DBE Regular Dealer of Liquid Asphalt is Not Eligible for DBE Credit.**

(a) “If its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation.” 49 CFR § 26.55(c)(2)

(b) If the type of transaction does not allow the DBE subcontractor to perform one of the four required functions, such as a prime contractor deciding the price of a commodity to be supplied by the DBE, that transaction is not eligible for DBE credit.

(c) Work that is performed with trucks that are not owned nor under a lease of at least one year by the DBE will not be eligible for DBE credit.

(d) A lack of documentation verifying that at least one DBE owned (not leased) tractor and tanker/ trailer was used to haul liquid asphalt on the project will result in no DBE credit given on that project.

**4.0 This form will be completed by the inspector from the project office during the time of the project.** MoDOT will use the *MoDOT DBE Job-Site Review CUF Determination Form* to verify CUF was performed on the project, a copy of which is available on the MoDOT Contractor Resource website.

H. PERMANENT SIGNS

**1.0 Description.** This work consist of installing Pedestrian Crossing signs at locations shown in the plans.

**2.0 Construction Methods.** Method of installation shall conform to section 903 of the 2017 Missouri Standard Specifications for Highway Construction.

**3.0 Basis of Payment.** All items including but not limited to: perforated square steel tube post, concrete footing, anchor bolts, breakaway assemblies, and the sign itself, shall be completely covered by Item No. 616-99.02 "Permanent Signs", per one lump sum.

I. RECTANGULAR RAPID FLASHING BEACONS

**1.0 Description.** This work includes the installation of Rectangular Rapid Flashing Beacons (RRFB) as noted in the plans. These units shall be Solar powered TAPCO RRFB or approved equal. All materials necessary for the installation and function of the product including but not limited to the mount, controller, enclosure, energy management system, on-board user interface and controllers shall be included with this work. This system shall conform to all provisions of the MUTCD.

**2.0 Materials.** Conform the RRFB to all applicable FHWA and MUTCD standards and guidelines and meet or exceed the requirements specified in FHWA Memorandum IA-11.

**2.1** Furnish a crosswalk assembly with one light bar. See plans for locations of these units. Provide three LED light arrays with each light bar: two rapidly and alternately flashing rectangular amber (vehicle) indications and one amber side-mounted (pedestrian) indication. The lightbar housing shall be constructed from aluminum and shall have the approximate dimensions: 22" L x 1.5" D x 4" H.

**2.2** Operate the system with one controller with remote light bars and pushbuttons such that both RRFB at the crosswalk location are activated when either pedestrian push button is activated.

**2.3** The controller enclosure shall be constructed of aluminum with a lockable or tamper-proof hinged door. All electronics shall be mounted in the controller enclosure.

### **3.0 Requirements.**

#### **3.1 System**

- Operate the system on the existing solar panels installed on the existing crosswalk sign post.
- When activated, all indications associated with a given crosswalk shall simultaneously commence operation within 120 msec, and shall cease operation at a predetermined time (programmable timeout). The time shall reset after any pedestrian actuation.
- The duration of the flash cycle (timeout) shall be programmable from a minimum of 5 seconds to 60 minutes, in increments of seconds.
- Individual components shall be independently replaceable, equipped with approved terminal strips or wire-end molded connectors.

#### **3.2 RRFB Controller**

- Solid-state, digital controller capable of operating the RRFB as specified.
- Capable of storing input count data in preset intervals, with downloadable capabilities.
- Replaceable independently of other components.
- Completely programmable, including but not limited to, flash pattern and duration.
- An on-board user interface that provides system diagnostics and allows system setting changes.
- The controller shall also activate the existing signal lights present at this crossing.

#### **3.3 Enclosure**

- An enclosure intended for indoor or outdoor use, primarily to provide a degree of protection against corrosion, windblown dust and rain, splashing water, hose-directed water and damage from ice formation.
- Of sufficient size to house all equipment furnished under this special provision and for future equipment for wireless operation.
- Constructed from type 5052-H32 aluminum with a minimum thickness of 0.080".
- Vented to promote airflow for internal components. All vents and drains shall include screening to deter insects and foreign matter.
- Utilize tamper-resistant stainless continuous steel hinges.
- Include a removable control panel to which all control circuit components mount.
- Utilize stainless steel mounting studs to accommodate bracket options

#### **3.4 Power supply**

- Powered by 120 VAC to 12 VDC.
- The input voltage ranges from 120 to 240 volts.
- Power to be supplied by existing solar panel.
- Of sufficient size to power all equipment installed with this special provision and any future wireless communication.

#### **3.5 Light Housing and Indications**

- A black colored light bar housing constructed of durable, corrosion-resistant powder-coated aluminum with stainless steel fasteners.

- Enclosed components shall be modular in design whereby any component can be easily replaced using common hand tools, without having to remove the housing from the pole.
- All mounting hardware required for mounting the light bar housing shall be provided and universal to multiple poles.
- Yellow indications of a minimum size of approximately 7” wide x 3” high.
- The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the assembly.
- The light intensity of the yellow indications shall meet the minimum specifications of the Society of Automotive engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005 for Class 1 peak luminous intensity (candelas).

**3.6 Hardware**

- Furnish all hardware, connections, and other miscellaneous items to make the RRFB system fully operational.

**4.0 Construction.** The RRFB system consists of multiple assemblies to be constructed by the contractor as shown on the plans. Assemble RRFB with pedestrian activation per the manufacturer’s recommendations. Mount the controller cabinet, signage, light bar, and push buttons to the traffic signal standards as shown on the plans and per the manufacturer’s requirements.

**5.0 Method of Measurement.** Measurement of the RRFB will not be made.

**Basis of Payment.** All costs associated with this work shall be considered completely covered by Item No. 903-99.01 “Rectangular Rapid Flashing Light Bars”, per lump sum.

**J. SOLAR POWERED RADAR SPEED LIMIT SIGN**

**1.0 Description:** This work includes the installation of solar powered radar speed signs (SPRSS) as noted in the plans. These units shall be a Radarsign TC-600S or approved equal. All materials necessary for the installation and function of the product including but not limited to the foundation, pole, mount, controller, enclosure, energy management system and user interface shall be included with this work. This system shall conform to all provisions of the MUTCD.

**2.0 Materials.** Conform the SPRSS to all applicable FHWA and MUTCD standards and guidelines.

**2.1 Display and Radar Specifications:**

- 28” W x 33” H “YOUR SPEED” Faceplate with 4” high lettering, White material with black font
- MUTCD compliant colors and reflectivity

- Flashing speed alert choices, including message options (SLOW DOWN, TOO FAST)  
K Bank, single direction, no license required
- Sensor range for vehicle detection up to 1200 feet
- Speed detection range from 5 to 127 mph

#### 2.2 Housing Specifications:

- Radar Speed sign dimensions 18.5” H x 26.25” Wide x 5.0” D, thickness of 0.1875” to 0.25”, heavy-duty aluminum.
- NEMA 4R compliant
- Internal 0.375” aluminum shield over LE display to protect components from vandalism.
- LEDs are 2 digits, 13” high super bright amber full matrix LEDs (life up to 100,000 hours), automatic intensity adjustment to ambient light conditions
- Display cover 0.25” min, thick protective cover, abrasive, graffiti and shatter resistant, UV protection

#### 2.3 Power Specifications:

- Solar panel output of 40 watts
- Power supply: two 12-volt, 18 amp/hour AGM batteries, providing up to 14 days of operation.
- Solar charge controller manages solar energy input (up to 85w) from solar panel to battery and shall prevent over-charging/dis-charging
- Pole mount includes side pole mount with 45 degree angle bracket for effective solar charging.

#### 2.4 Programming

- Allows for On/Off timer to include 4 timers per day and by week, and night time display shutoff.
- Allows for traffic data collection to occur when display is off.
- Battery back real-time clock to auto adjust for daylight savings time.
- WiFi enabled to allow access to SPRSS from most web enabled devices (Password protected with access range up to 300 feet from sign).

#### 2.5 Traffic Data Collection

- Include traffic data reporting software to allow for analyzing speed and traffic data.
- Able to collect and store vehicle speeds at least 15 minute intervals, reporting in hourly, daily, weekly and monthly basis.
- Storage of data for a minimum of 12 weeks.
- Data collection shall allow for reporting in charts and/or graphs
- Data can be retrieved without use of proprietary hardware with remote access.

#### 2.6 Poles:

- Poles shall conform to MoDOT specifications and shall be tall enough to include installation of the SPRSS, Regulatory Speed Limit Sign and solar panel.
- Foundation and base plate per MoDOT standards.

**3.0 Construction.** The SPRSS system consists of multiple assemblies to be constructed by the contractor as shown on the plans. Assemble SPRSS per the manufacturer’s recommendations. Mount all components and install per the manufacturer’s requirements.

**4.0 Method of Measurement.** Measurement of the SPRSS will not be made.

**5.0 Basis of Payment.** All costs associated with this work shall be considered completely covered by Item No. 616-99.01 “Radar Activated Speed Limit Warning Sign”, per each.

**K. PEDESTRIAN BRIDGE ABUTMENT**

**1.0 Description:** This work consists of construction of the abutments for the prefabricated pedestrian bridge according to the design provided by the manufacturer. The abutment design provided will be a concrete abutment on spread footings with an aggregate base and backfill.

**1.1** The contractor shall be responsible for fabricating the connection and the abutments to the specifications provided in the shop drawings by the manufacturer of the bridge. Any discrepancies which prevent the installation of the bridge shall be the responsibility of the contractor to remedy at no cost to the project.

**2.0 Basis of Payment:** All expenses incurred by the contractor by reason of their compliance with this provision including but not limited to concrete, reinforcing steel, excavation and embankment, and compaction shall be considered as completely covered by the unit prices bid for:

- Item No. 703-99.01, Pedestrian Bridge Abutment Concrete, per CY
  - The amount specified by the bridge manufacturer in their abutment design shall be paid regardless of the amount of concrete installed in the field by the contractor unless previously agreed to by the City and Engineer. Bid form assumes 6 CY per abutment.
- Item No. 703-99.02, Pedestrian Bridge Abutment Reinforcing Steel, per LB
  - The amount specified by the bridge manufacturer in their abutment design shall be paid regardless of the amount of concrete installed in the field by the contractor unless previously agreed to by the City and Engineer. Bid form assumes 750 LB per abutment.
- Item No. 703-99.03, Pedestrian Bridge Abutment Aggregate Base, per CY
  - The amount specified by the bridge manufacturer in their abutment design shall be paid regardless of the amount of concrete installed in the field by the contractor unless previously agreed to by the City and Engineer. Bid form assumes 2 CY per abutment.
- Item No. 703-99.04, Aggregate Backfill, per CY
  - The amount specified by the bridge manufacturer in their abutment design shall be paid regardless of the amount of concrete installed in the field by the contractor unless previously agreed to by the City and Engineer. Bid form assumes 1 CY per abutment.

L. PEDESTRIAN BRIDGE INSTALLATION

**1.0 Description:** This work consists of the installation of the prefabricated pedestrian bridge supplied by others. The contractor shall be responsible for removing the structure from the delivery vehicle, placing, securing and all other installations (such as expansion joints) required by the manufacturer.

**2.0 Basis of Payment:** All costs associated with this work shall be considered completely covered by Item No. 703-99.05 "Installation of Prefabricated Pedestrian Bridge", per lump sum.

M. TIME FOR COMPLETION OF WORK

**1.0 Description.** Completion of this contract shall be in accordance with Sec. 108.7 and will be administered on a completion date basis.

**1.1** For the entirety of this project, Section 108.8.1.3(a) shall not apply.

**1.2** Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec. 108.7.

Anticipated NTP:	November 28, 2019
Foundation Design provided:	December 12, 2019
Completion Date:	January 31, 2020

**2.0** Should the contractor, or in case of default, the surety, fail to complete the work within the above specified calendar days or the completion date, whichever occurs first, a deduction of the amount shown below will be made for each day that the contract remains uncompleted in accordance with the requirements of Sec 108.8. These damages are in addition to any other damages as specified elsewhere in this contract.

Liquidated Damages Per Day: \$500.00

N. ADD ALTERNATES

**1.0 Description.** This contract requires bidders to bid on additional contract work that will be considered for award. The award of this project does not guarantee work for all add alternate sections.

Routes	Proposal Section Description
Route M	Base
Radar Activated Speed Limit Warning Sign	Add Alternate A

Rectangular Rapid Flashing Light Bars to Existing Pedestrian Cross Signal	Add Alternate B
Preformed Thermoplastic Pavement Marking, 6 in. White	Add Alternate C

Note: See plans for a breakdown of all quantities for each add alternate section.

**2.0 Consideration of Bids.** The contractor shall submit a bid for each add alternate section. The City reserves the right to award, to the lowest responsible bidder, the combination of base plus add alternate sections that will allow the most work to be completed within the City’s budget. If the City chooses to exercise this right, the award of add alternate sections will be selected in accordance with the following priorities:

- 1. Base
- 2. Base + Add Alt A
- 3. Base + Add Alt A + Add Alt B
- 4. Base + Add Alt A + Add Alt B + Add Alt C

**2.1** The City reserves the right to award the combination of highest priority add alternate sections over the City’s budget as long as the low bidder does not change.

**2.2** The City’s budget is the basis for award of add alternates but not the basis for award of the base section. The base section of the contract will be awarded or rejected in accordance with Sec 100.

**3.0 Bid Bond Requirements.** The contractor shall be required to obtain a bid bond for 5% of the total bid amount for the base bid and all add alternates. This bid bond will be considered applicable to the proposed work for any option.

**4.0 DBE Goal.** The DBE contract goal percentage specified in the Request for Bid applies to work completed for the base bid and all add alternates. The DBE contract goal percentage will be considered applicable to the proposed work for any add alternate section that is awarded.

**4.1** The bidder shall submit the completed “DBE Identification Submittal” information in accordance with the bid documents for the total DBE participation percentage for the base bid and all add alternates.

**4.2** If the contract is awarded for less than the maximum total of all add alternates, the awarded bidder shall submit a modified “DBE Identification Submittal” form for the proportionately reduced work with the executed contract documents after award. The modified “DBE Identification Submittal” form shall specify the DBE firm(s) to be used to meet the DBE participation percentage identified in the bid submittal for the proportionately reduced work of the awarded add alternates.

**4.2.1** With submittal of the modified “DBE Identification Submittal” form, the awarded bidder is not allowed to eliminate any DBE firm(s) previously identified to complete items of work for the awarded add alternates. The awarded bidder is only allowed to proportionately reduce the participation of previously identified DBE firm(s) on awarded add alternates or eliminate previously identified DBE firms for add alternates that were not awarded.



**4.2.2** The failure of the awarded bidder to submit the modified “DBE Identification Submittal”, listing actual, committed DBE participation percentage equal to or greater than the DBE participation percentage specified in the bid for all add alternates, may result in the bid being declared non responsive and may result in forfeiture of the bid surety bond or bid guaranty from the bidder.

**5.0 Basis of Payment.** The accepted quantities of the chosen combination of base plus add alternate sections will be paid for by the contract unit bid price for item numbers found within the schedule of items for each section.

**O. ENVIRONMENTAL CLEARANCE FOR CONTRACTOR FURNISHED BORROW**

**1.0 Description.** The necessary clearances for disturbed areas such as borrow sites shall be obtained prior to using those areas for projects. The contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or disturbed areas that have previously been cleared, precluding the need to address most, if not all, of the issues described below. The contractor should include the federal project number on all correspondence. The following addresses the primary environmental issues related to clearance of disturbed areas:

**The Endangered Species Act**

The Federal Endangered Species Act protects rare species and their habitats. The U.S. Fish and Wildlife Service (USFWS) administers the Act. Violations of this act can result in extensive project delays and severe fines. To determine if an activity will impact any rare species or their habitats, contact the Missouri Department of Conservation’s Policy and Coordination Section at (573) 751-4115 to request a query of the MDC Heritage Database. All queries must be accompanied by a good quality map illustrating the location of the proposed site with a description of the activity. Allow at least three weeks for a response to all requests.

If there are no known records of rare species or sensitive habitats at the proposed site, and it is unlikely that any will be impacted by the activity, the contractor will be given clearance to proceed. However, if rare species are known or likely to occur at the site, or known critical habitat exists, further coordination with MDC and the USFWS will be necessary. Written clearance from the U.S. Fish and Wildlife Service may be required before the project can proceed.

Missouri Department of Conservation (MDC)  
Planning Division  
P.O. Box 180  
Jefferson City MO 65102-0180  
Telephone Number (573) 751-4115 or FAX (573) 751-4495

U.S. Fish and Wildlife Service (FWS)  
Columbia Field Office  
101 Park DeVille Drive - Suite A  
Columbia, MO 65203-0007  
Telephone Number (573) 234-2131 or Fax (573) 234-2182

**Floodplain/Regulatory Floodway**

An evaluation of floodplain impacts is mandated by Executive Order 11988, Floodplain Management, and subsequent federal floodplain management guidelines. When available, flood hazard boundary maps ([National Flood Insurance Program](#)) and flood insurance studies for the project area are used to determine the limits of the base (100-year) floodplain and the extent of encroachment.

The Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines 23 CFR 650 have identified the base (100-year) flood as the flood having a one percent probability of being equaled or exceeded in any given year. The base floodplain is the area of 100-year flood hazard within a county or community. The [regulatory floodway](#) is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 100-year flood discharge can be conveyed without increasing the base flood elevation more than a specified amount. FEMA has mandated that projects can cause no rise in the regulatory floodway, and a one-foot cumulative rise for all projects in the base (100-year) floodplain. For projects that involve the state of Missouri, the State Emergency Management Agency (SEMA) issues [floodplain development permits](#). In the case of projects proposed within regulatory floodways, a ["No-Rise" Certification](#), if applicable, should be obtained prior to issuance of a permit.

Questions regarding floodplain and regulatory floodway should be addressed to:

SEMA  
P.O. Box 116  
Jefferson City MO  
65102  
(573) 526-9141

Documentation of consultation with SEMA regarding the presence of 100-year floodplain/regulatory floodway should be included in the final collection of information to be submitted to MoDOT staff.

**Federal Emergency Management Agency (FEMA) Buyout Lands**

The Flood Disaster Protection Act of 1973, as amended by the Disaster Relief and Emergency Assistance Act of 1988 (The Stafford Act), identified the use of disaster relief funds under Section 404 for the Hazard Mitigation Grand Program (HMGP), including the acquisition and relocation of flood damaged property. The Volkmer Bill further expanded the use of HMGP funds under Section 404 to “buy out” flood damaged property, which had been affected by the Great Flood of 1993.

There are numerous restrictions on these FEMA buyout properties. No structures or improvements may be erected on these properties unless they are open on all sides. The site shall be used only for open space purposes, and shall stay in public ownership. These conditions and restrictions (among others), along with the right to enforce same, are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors, grantees, or assigns. Any decision involving these properties should take into consideration that 2-3 years is necessary to process an exemption from FEMA to utilize this parcel. This exemption would likely be a permanent easement rather than a transfer of property. If any proposed site is located on a FEMA buyout property, an alternative site should be chosen.

**Farmland Protection**

In order to comply with the Farmland Protection Policy Act, which has the purpose of minimizing Federal programs' contributions to the unnecessary and irreversible conversion of farmland caused by nonagricultural uses, the Form AD-1006 will need to be completed. This can be accomplished through coordination with United States Department of Agricultural (USDA)- Natural Resources Conservation Service (NRCS), and the completion of Form AD-1006. To receive the Form AD-1006, call the NRCS State office in Columbia at (573) 876-9411. An aerial map of the site or sites will also be required with the area to be disturbed identified on the map. This aerial map can be obtained from the local SCS office. In some areas of the state this office may be located in an adjoining county.

The contractor will need to complete Parts I and III of Form AD-1006. The form should then be sent to the NRCS State Office for completion of Parts II, IV and V. The address for NRCS State Office is:

Mr. Dennis Potter  
State Soil Scientist  
Natural Resource Conservation Service  
601 Business Loop 70 West  
Parkade Center, Suite 250  
Columbia, MO 65203  
1-573-876-9411

After the NRCS office returns the form, the contractor will complete remaining Parts VI and VII. The contractor will provide a copy of the completed form to the MoDOT district contact to document compliance with the Farmland Protection Policy Act.

**Wetlands**

Federal executive order has decreed a national policy of "no net loss of wetlands." Under this policy, impacts to wetlands must be avoided if at all practical. Where wetlands are impacted, these impacts must be mitigated by construction or enhancement of a like quantity **and** quality of new wetlands. For these reasons, avoiding impacts to wetlands is a primary goal.

To determine whether wetlands occur on a site, contact the USDA, NRCS. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act. These maps are available from county NRCS offices, usually located in the county seat. For all other non-farmland sites, consult the [US Fish and Wildlife Service's Wetlands Map](#). If wetlands are identified on Food Security Act wetland maps, a site visit may be needed to confirm the location of wetlands. If there are no wetland impacts, no other action need be taken.

If there are any questions about the extent of wetlands in the event that wetlands cannot be avoided, contact the U.S. Army Corps of Engineers (COE). If wetlands cannot be avoided, a COE Section 404 permit would be processed through the appropriate COE district. There are five COE districts in Missouri. Information about COE district locations, addresses and phone numbers is available on [the COE website](#).

**Water Quality/Land Disturbance**

The National Pollutant Discharge Elimination Systems (NPDES) program regulates construction activities where 1 acre or more of land is disturbed. If the project proponent has a general

NPDES permit for all of their construction activities, this is adequate. If the project proponent does not have a valid general permit and the site to be disturbed is greater than 1 acre in size, a project-specific NPDES permit from DNR is required. If the project is entirely within MoDOT right of way, the sponsor may use MoDOT's general permit. In either case, the sponsor will need to develop a site-specific stormwater pollution prevention plan for the project. The sponsor shall contact the Missouri Department of Natural Resources (DNR) NPDES Storm Water Program office at (573) 751-1300 or (800) 361-4827 for further directions. A few cities (Kansas City, Columbia, and others) and counties have obtained their own land disturbance permits from DNR for generic land disturbance purposes; see additional discussion on stormwater and erosion control in [136.4 Environmental and Cultural Requirements](#) of the LPA Policy.

**Hazardous Waste Sites**

More than likely, areas to be disturbed will be located in rural areas that have been used for agriculture or similar purposes. Hazardous wastes are most typically associated with commercial or previous industrial properties.

If the proposed area is basically farmland or pasture, and has not been used for any commercial activity or dumping, hazardous wastes are unlikely. The contractor should simply document the existing and historic land use of the parcel and tell how this assessment was obtained.

In nonrural, suburban or commercial areas a nonintrusive investigation may be used to "diagnose" the environmental conditions of a selected site. The following is a list of suggested items, but not inclusive, for a cursory nonintrusive investigation.

- Examine any noticeable contamination in the form of surface staining, oil sheen, odors, stressed vegetation, spills, leaks, illegal dumping, etc.

- Conduct interviews of local citizens and current owners to identify past land use practices and hazardous waste management practices.

- Consult with local and state (Missouri Department of Natural Resources, Hazardous Waste Program, 573-751-3176) environmental regulatory agencies to identify if any past problems (complaints, citations, etc.) have occurred at the site, if any permits/licenses have been filed for the site, or if enforcement actions have occurred.

If the above analyses produce negative results, the contractor should provide documentation to the MoDOT Design Division-Environmental Section as to who was contacted and the results of the contact. However, if through the search for information described above, potential problems are identified, it would be wise to locate another site.

The potential to encounter wastes from sites that are unknown should always be a consideration. Any unknown sites that are found will be handled in accordance with Federal and State Laws and Regulations.

**Historic Preservation**

All jobs requiring environmental clearance for historic preservation (archaeological sites, buildings, and structures) must be reviewed and approved by the State Historic Preservation office (SHPO), Department of Natural Resources. To initiate SHPO's review and clearance of a proposed site for cultural resources, a "Section 106 Project Information Form" must be

completed and submitted to SHPO along with a copy of a United States Geological Survey (USGS) topographic map indicating the location of the project. In addition, photographs of any structures that will be impacted must be provided. The "Section 106 Project Information Form" can be obtained from the [SHPO website](#) or requested from the SHPO by telephone, (573) 751-7858, or mail:

Missouri Department of Natural Resources  
State Historic Preservation Office  
Attn: Section 106 Review  
P.O. Box 176  
Jefferson City, MO, 65102-0176

Based on the information supplied, SHPO may clear the project at that time or request that the contractor acquire the services of an archaeological consultant to conduct a historic preservation survey of the proposed area. A listing of currently acceptable and available archaeological consultants who can complete a survey if required can be viewed at [the SHPO's website](#). Any questions can be directed to the Design Division-Historic Preservation Section, at (573) 751-0473.

**Public Land**

If borrow sites are proposed on any publicly owned land, contact the [MoDOT district representative](#) before proceeding. Section 4(f) of the Department of Transportation Act of 1966 (now codified as 49 U.S.C. 303 and 23 U.S.C. 138) protects certain public lands. Section 4(f) requires that all U.S. DOT-funded transportation projects must avoid impacts to public parkland and wildlife refuges (and cultural resources deemed eligible for the National Register of Historic Places), unless it is successfully demonstrated that no feasible and prudent alternative exists that avoid "use" or impacts to the park or refuge. It is strongly recommended that public lands not be considered as potential borrow sites.

Once the contractor has obtained all of the above information, it should be provided to the MoDOT district contact. The transmittal letter must include **county, route and job number** of the project, along with a map depicting the location and limits of the site(s).

P. SIDEWALK HAND-RAILING

**1.0 Description.** This work consists of installing Pedestrian Hand-Railing at the approach to the bridge. The contractor shall install a wooden railing which is ADA compliant and matches the style and appearance of the adjacent pedestrian bridge. The railing shall be set in concrete footings adjacent to the sidewalk. The contractor shall submit shop drawings for the footing design for review prior to installation.

**2.0 Basis of Payment.** All items including but not limited to: railing, concrete footing, anchor bolts, and installation, shall be completely covered by Item No. 608-99.01 "Sidewalk Hand-Railing", per linear foot.

Q. BUY AMERICA

**106.9 Buy America Requirement.** On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

**106.9.1** Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

**106.9.2** "Minor usage" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

**106.9.3** Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000.

**106.9.3.1** Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

**106.9.3.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The Engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These

documents shall be submitted upon request by the Engineer and retained for a period of 3 years after the last reimbursement of the material.

**106.9.3.3** Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read “I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage”. The certification shall be signed by an authorized representative of the prime contractor.

**106.9.4** When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**FEDERAL AID PROVISIONS**

December 1980

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
3. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their covered construction work, such contractors are required to comply with the following goals:

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

**Goals**

Timetable	(Percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9

**Goals for Minority Participation for Each Trade**

<u>County</u>	<u>Goal (Percent)</u>	<u>County</u>	<u>Goal (Percent)</u>
---------------	-----------------------	---------------	-----------------------

Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10

Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

These goals are applicable to all of the contractor’s construction work (whether or not is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on Its Implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority, or female employees or trainees from Contractor to Contractor or from project to project

for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

4. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
5. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" of the county, route and limits described in the proposal for the work.

**July 1986**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION**  
**CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation which this contract resulted.
  - b. "Director" mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes;
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith

performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contact resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and

trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.
- i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.



- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
  9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
  10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
  12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
  13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
  14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rat of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
  15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program.

**OPERATING POLICY STATEMENT**

The contractor shall accept as his operating policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

“It is the policy of this company to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

**SUPPLEMENTAL REPORTING REQUIREMENTS**

- A. The Contractor will keep such records as are necessary to determine compliance with the contractor’s equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.
- B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.
- C. The contractor and each covered subcontractor will submit to the State Highway Agency, for the month of July, for the duration of the project, a report (Form PR-1391) “Federal-Aid Highway Construction Contractors Annual EEO Report”, indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

**NONDISCRIMINATION IN EMPLOYMENT**

**July 1990**

The following provisions are added by the State to the Required Contract Provisions of Federal-Aid Contracts.

The contractor is advised that the exemptions referred to in the Required Contract Provisions, Federal-Aid contracts under Section II, Nondiscrimination, Paragraph 3g, with respect to contracts and subcontracts, are substantial and are to be found in Chapter 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor (33 Federal Register 7804-7812, May 28, 1968, effective July 1, 1968, Chapter 60, Title 41, Code of Federal Regulations), by which contracts and subcontracts of \$10,000 or less and certain contracts and subcontracts for indefinite quantities are exempt.

The two pertinent exemption clauses are as follows:

**60-1.5 Exemptions**

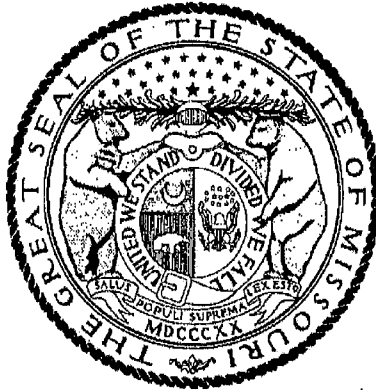
- (a) General – (1) Transactions of \$10,000 or under. Contracts and Subcontractors not exceeding \$10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: Provided, that where a contractor has contracts or subcontracts with the Government in any 12-month period which have an

aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding \$10,000, the \$10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contracts exceeds \$10,000.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 26

Section 026  
**COLE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
<b>Asbestos Worker</b>		<b>\$51.05</b>
Boilermaker		\$24.20*
Bricklayer		\$49.43
Carpenter		\$45.02
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$42.77
Plasterer		
Communications Technician		\$50.10
Electrician (Inside Wireman)		\$50.26
Electrician Outside Lineman		\$24.20*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$24.20*
Glazier		\$60.75
Ironworker		\$56.98
Laborer		\$37.75
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$24.20*
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$57.54
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
<b>Painter</b>		<b>\$36.63</b>
Plumber		\$60.73
Pipe Fitter		
Roofer		\$46.97
Sheet Metal Worker		\$53.31
<b>Sprinkler Fitter</b>		<b>\$50.85</b>
Truck Driver		\$24.20*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for  
COLE County

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$52.37
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$24.20*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$43.08
General Laborer		
Skilled Laborer		
Operating Engineer		\$55.67
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$42.54
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

# OVERTIME and HOLIDAYS

#5.

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

"General Decision Number: M020190001 07/19/2019

Superseded General Decision Number: M020180001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).



#5.

Modification Number	Publication Date
0	01/04/2019
1	02/15/2019
2	03/08/2019
3	03/22/2019
4	04/12/2019
5	05/10/2019
6	05/24/2019
7	06/07/2019
8	06/21/2019
9	07/05/2019
10	07/19/2019

CARP0002-002 05/01/2019

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 38.02	17.77

CARP0005-006 05/03/2015

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 36.34	15.55
MILLWRIGHTS & PILEDRIVERS...	\$ 36.34	15.55

CARP0011-001 05/01/2019

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER,		

#5.

HOWARD, KNOX, LINN, MACON,  
MILLER, MONITEAU, MONROE,  
OSAGE, PUTNAM, RANDOLPH,  
SCHUYLER, SHELBY AND  
SULLIVAN COUNTIES.....\$ 32.28                    17.77  
ATCHISON, ANDREW, BATES,  
CALDWELL, CARROLL, DAVIESS,  
DEKALB, GENTRY, GRUNDY,  
HARRISON, HENRY, HOLT,  
LIVINGSTON, MERCER,  
NODAWAY, ST. CLAIR, SALINE  
AND WORTH COUNTIES.....\$ 30.76                    17.77  
AUDRAIN (East of Hwy.19),  
RALLS, MARION, LEWIS,  
CLARK AND SCOTLAND COUNTIES.\$ 32.29                    17.77  
BARRY, BARTON, CAMDEN,  
CEDAR, CHRISTIAN, DADE,  
DALLAS, DOUGLAS, GREENE,  
HICKORY, JASPER, LACLEDE,  
LAWRENCE, MCDONALD,  
NEWTON, OZARK, POLK,  
STONE, TANEY, VERNON,  
WEBSTER AND WRIGHT COUNTIES.\$ 30.36                    17.77  
BENTON, MORGAN AND PETTIS...\$ 30.81                    17.77  
BOLLINGER, BUTLER, CAPE  
GIRARDEAU, DUNKLIN,  
MISSISSIPPI, NEW MADRID,  
PEMISCOT, PERRY, STE.  
GENEVIEVE, SCOTT, STODDARD  
AND WAYNE COUNTIES.....\$ 32.14                    17.77  
BUCHANAN, CLINTON, JOHNSON  
AND LAFAYETTE COUNTIES.....\$ 31.49                    17.77  
CARTER, HOWELL, OREGON AND  
RIPLEY COUNTIES.....\$ 31.09                    17.77  
CRAWFORD, DENT, GASCONADE,  
IRON, MADISON, MARIES,  
MONTGOMERY, PHELPS,  
PULASKI, REYNOLDS, SHANNON  
AND TEXAS COUNTIES.....\$ 32.13                    17.77  
FRANKLIN COUNTY.....\$ 35.56                    17.77  
JEFFERSON AND ST. CHARLES

#5.

COUNTIES.....	\$ 38.02	17.77
LINCOLN COUNTY.....	\$ 34.00	17.77
PIKE, ST. FRANCOIS AND		
WASHINGTON COUNTIES.....	\$ 32.92	17.77
WARREN COUNTY.....	\$ 34.44	17.77

-----  
ELEC001-002 06/03/2018

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN,  
IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID,  
PEMISCOT, PERRY,REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,  
ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD,  
WARREN, WASHINGTON AND WAYNE COUNTIES

	Rates	Fringes
Electricians.....	\$ 38.12	15.60

-----  
ELEC002-001 09/01/2018

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON,  
CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE,  
HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN,  
MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY,  
MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM,  
RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,  
ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER,  
SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND  
WASHINGTON COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 39.50	19.96
Groundman & Truck Driver....	\$ 30.36	16.67
Lineman & Cable Splicer.....	\$ 45.90	22.27

-----  
ELEC0053-004 09/02/2018

156

#5.

Rates Fringes

Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES)

Groundman Powderman.....	\$ 31.56	14.90
Groundman.....	\$ 29.46	14.29
Lineman Operator.....	\$ 42.24	18.00
Lineman.....	\$ 45.70	19.00

Line Construction; (BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY AND SALINE COUNTIES)

Groundman Powderman.....	\$ 31.56	14.90
Groundman.....	\$ 29.46	14.29
Lineman Operator.....	\$ 42.24	18.00
Lineman.....	\$ 45.70	19.00

-----  
ELEC0095-001 06/01/2017

BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON, ST CLAIR, AND VERNON COUNTIES

Rates Fringes

Electricians:

Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 26.79	13.86

157

#5.

-----  
ELEC0124-007 08/27/2018

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON,  
JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE  
COUNTIES:

	Rates	Fringes
Electricians.....	\$ 39.45	22.51

-----  
ELEC0257-003 03/01/2019

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN,  
CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES,  
MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 33.25	18.18

-----  
ELEC0350-002 12/01/2018

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN,  
MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS,  
SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

	Rates	Fringes
Electricians.....	\$ 31.50	17.20

-----  
ELEC0453-001 09/01/2017

	Rates	Fringes
Electricians:		

#5.

CHRISITAN, DALLAS,  
 DOUGLAS, GREENE, HICKORY,  
 HOWELL, LACLEDE, OREGON,  
 OZARK, POLK, SHANNON,  
 WEBSTER and WRIGHT COUNTIES.\$ 26.15            14.56  
 PULASKI and TEXAS COUNTIES..\$ 30.80            15.03  
 STONE and TANEY COUNTIES....\$ 21.94            13.75

-----  
ELEC0545-003 06/01/2019

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER,  
 GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY,  
 AND CALDWELL COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.00	17.30

-----  
ELEC0702-004 01/01/2019

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON,  
 MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE  
 COUNTIES

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	\$ 29.48	14.55
Groundman-Equipment		
Operator Class II (all		
other equipment).....	\$ 37.35	16.83
Heavy-Equipment Operator		
Class I (all crawler type		
equipment D-4 and larger)...	\$ 42.59	18.35
Lineman.....	\$ 51.88	21.04

-----  
ENGI0101-001 05/01/2016

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARR

159

CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,  
HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,  
LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH  
COUNITIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 33.38	15.92
GROUP 2.....	\$ 32.98	15.92
GROUP 3.....	\$ 30.98	15.92

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self-propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, sk

#5.

loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: (a) Oiler;

(b) Oiler driver

(c) Mechanic.

HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .50) ABOVE GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .75) ABOVE GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

-----

ENGI0101-005 04/01/2018

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates	Fringes
-------	---------

Power equipment operators:

161



#5.

GROUP 1.....	\$ 36.22	17.99
GROUP 2.....	\$ 35.18	17.99
GROUP 3.....	\$ 30.71	17.99
GROUP 4.....	\$ 34.06	17.99

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: ""A"" Frame truck operator; back filler operator; boilers (1); chip spreader;churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm

#5.

tractor (all attachments); fireman rig; float operator;  
 form grader operator; hoisting engine (1 drum); maintenance  
 operator; multiple compactor; pavement breaker,  
 self-propelled hydra- hammer (or similar type); power  
 shield; paymill operator; pumps; siphons and jets; stump  
 cutting machine; tank car heater operator (combination  
 boiler and booster); compressor; roller operator (with or  
 without blades); screening and washing plant;  
 self-propelled street broom or sweeper; straw blower; tank  
 car heater operator (combination boiler and booster);  
 vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE  
 (\$1.00) ABOVE GROUP 1 RATE:

Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft.  
 of boom or over (including jib); Draglines, 3 yd. capacity  
 or over;

Piledrivers 80 ft. of boom or over (including jib);

Shovels & backhoes, 3 yd. capacity or over.

-----  
 ENGI0101-022 05/01/2016

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS,  
 GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON,  
 OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND  
 WRIGHT COUNTIES and CITY OF SPRINGFIELD

	Rates	Fringes
--	-------	---------

Power equipment operators:

GROUP 1.....	\$ 30.82	13.30
GROUP 2.....	\$ 29.88	13.30
GROUP 3.....	\$ 30.27	13.30
GROUP 4.....	\$ 28.22	13.30

163

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine

operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$ .25 above GROUP 1 rate:

Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$ .50 above GROUP 1 rate:

Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$ .75 above GROUP 1 rate:

Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

-----  
ENGI0513-004 05/06/2019

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 34.36	27.36
GROUP 2.....	\$ 34.36	27.36
GROUP 3.....	\$ 33.06	27.36
GROUP 4.....	\$ 32.61	27.36

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self- propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00;

Crane, climbing (such as Linden) - \$.50;

Crane, Pile Driving and Extracting - \$ .50

Crane with boom (including job) over 100 ft from pin to pin - add \$.01 per foot to maximum of \$4.00);

Crane, using rock socket tool - \$ .50;

Derrick, diesel, gas or electric hoisting material and erecting steel (150 ft or more above ground) - \$ .50

#5.

Dragline, 7 cu yds and over - \$ .50;  
 Hoist, Three or more drums in use - \$ .50;  
 Scoop, Tandem - \$.50;  
 Shovel, Power - 7 cu yds and over - \$ .50;  
 Tractor, Tandem Crawler - \$ .50;  
 Tunnel, man assigned to work in tunnel or  
 tunnel shaft - \$ .50;  
 Wrecking, when machines are working on  
 second floor or higher - \$ .50

-----  
 ENGI0513-006 05/01/2019

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 29.69	27.16
GROUP 2.....	\$ 29.34	27.16
GROUP 3.....	\$ 29.14	27.16
GROUP 4.....	\$ 25.49	27.16

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; guad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller 168

operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

FOOTNOTE: HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under Without oiler - \$2.00

Certified Crane Operator - \$1.50;

Certified Hazardous Material Operator \$1.50;

Crane, climbing (such as Linden) - \$0.50;

Crane, pile driving and extracting - \$0.50;

Crane, with boom (including jib) over 100' from pin to pin  
add \$0.01 per foot to maximum of \$4.00;



#5.

- Crane, using rock socket tool - \$0.50;
- Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - \$0.50;
- Dragline, 7 cu. yds, and over - \$0.50;
- Hoist, three or more drums in use - \$0.50; Scoop, Tandem - \$0.50;
- Shovel, power - 7 cu. yds. or more - \$0.50;
- Tractor, tandem crawler - \$0.50;
- Tunnel, man assigned to work in tunnel or tunnel shaft - \$0.50;
- Wrecking, when machine is working on second floor or higher - \$0.50;

-----  
 ENGI0513-007 05/06/2019

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 34.36	27.36
GROUP 2.....	\$ 34.36	27.36
GROUP 3.....	\$ 33.06	27.36
GROUP 4.....	\$ 32.61	27.36

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; atthey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high

170

pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft.

#5.

capacity, without side loader, 2 bag capacity or more;  
 mixer, with side loader, regardless of size; pug mill  
 operator; pump, sump-self-powered, automatic controlled  
 over 2" during use in connection with construction work;  
 sweeper, street; welding machine, one over 400 amp.; winch  
 operating from truck; scissor lift (used for hoisting);  
 tractor, small wheel type 50 h.p. & under with grader blade  
 & similar equipment; Oiler on dredge and on truck crane.

GROUP 4: Boat operator-outboard motor (job site); conveyor  
 (such as con-vay-it) regardless of how used; sweeper, floor

HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

-----  
 IRON0010-012 04/01/2018

Rates Fringes

#5.

Ironworkers:

ANDREW, BARTON, BENTON,  
 CAMDEN, CEDAR, CHARITON,  
 CHRISTIAN, COOPER, DADE,  
 DALLAS, DAVIESS, DE KALB,  
 GENTRY, GREENE, GRUNDY,  
 HARRISON, HICKORY, HOLT,  
 HOWARD, LACLEDE, LINN,  
 LIVINGSTON, MERCER,  
 MONITEAU, MORGAN, NODAWAY,  
 PETTIS, POLK, PUTNAM,  
 RANDLOPH, ST. CLAIR,  
 SULLIVAN, TANEY, VERNON,  
 WEBSTER, WRIGHT and WORTH

Counties and portions of

ADAIR, BOONE, MACON,  
 MILLER and RANDOLPH

Counties.....	\$ 30.30	29.44
---------------	----------	-------

ATCHISON, BATES, BUCHANAN,  
 CALDWELL, CARROLL, CASS,  
 CLAY, CLINTON, HENRY,  
 JACKSON, JOHNSON,  
 LAFAYETTE, PETTIS, PLATTE,  
 SALINE, AND RAY COUNTIES....

\$ 33.30	29.44
----------	-------

-----

IRON0321-002 09/01/2018

DOUGLAS, HOWELL and OZARK COUNTIES

Rates	Fringes
-------	---------

Ironworker.....	\$ 19.95	18.36
-----------------	----------	-------

-----

IRON0396-004 08/01/2018

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON,  
 FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE.  
 GENEVIEVE, and REYNOLDS Counties; and portions of MADISON,  
 PERRY, BOLLINGER, WAYNE, and CARTER Counties

#5.

	Rates	Fringes
Ironworker.....	\$ 33.96	26.61

-----  
 IRON0396-009 08/01/2018

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES,  
 MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT  
 Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL,  
 LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

	Rates	Fringes
Ironworker.....	\$ 29.49	26.61

-----  
 IRON0577-005 08/01/2018

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS,  
 SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

	Rates	Fringes
Ironworker.....	\$ 26.25	23.10

-----  
 IRON0584-004 06/01/2018

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

	Rates	Fringes
Ironworkers:.....	\$ 25.00	15.25

-----  
 IRON0782-003 05/01/2018

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD  
 Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN,  
 MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.....	\$ 31.63	24.27
All Other Work.....	\$ 26.53	22.39

-----  
LAB00042-003 03/06/2019

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	\$ 33.22	15.67

-----  
LAB00042-005 03/06/2019

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman.....	\$ 33.22	15.67
Laborers, Flaggers.....	\$ 33.22	15.67
Wrecking.....	\$ 33.22	15.67

-----  
LAB00424-002 05/01/2016

	Rates	Fringes
LABORER		
ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, CLARK, COLE, COOPER, HOWARD, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARION, MILLER, MONITEAU, MONROE, PERRY, PIKE, PUTNAM,		

#5.

RALLS, RANDOLPH, REYNOLDS,  
ST. FRANCOIS, STE.  
GENEVIEVE, SCHUYLER,  
SCOTLAND, SHELBY AND  
SULLIVAN COUNTIES

GROUP 1.....\$ 27.96            13.17  
GROUP 2.....\$ 27.96            13.17

BOLLINGER, BUTLER, CAPE  
GIRARDEAU, CARTER,  
CRAWFORD, DENT, DUNKLIN,  
GASCONADE, HOWELL, MARIES,  
MISSISSIPPI, NEW MADRID,  
OREGON, OSAGE, PEMISCOT,  
PHELPS, PULASKI, RIPLEY,  
SCOTT, SHANNON, STODDARD,  
TEXAS, WASHINGTON AND

WAYNE COUNTIES

GROUP 1.....\$ 27.96            13.17  
GROUP 2.....\$ 27.96            13.17

FRANKLIN COUNTY

GROUP 1.....\$ 29.71            13.17  
GROUP 2.....\$ 30.31            13.17

JEFFERSON COUNTY

GROUP 1.....\$ 29.76            13.17  
GROUP 2.....\$ 30.36            13.17

LINCOLN, MONTGOMERY AND

WARREN COUNTIES

GROUP 1.....\$ 31.18            13.32  
GROUP 2.....\$ 31.18            13.32

ST.CHARLES COUNTY

GROUP 1.....\$ 3.18            13.32  
GROUP 2.....\$ 31.18            13.32

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders;  
salamander Tenders; Dump Man; Ticket Takers; loading trucks  
under bins, hoppers, and conveyors; track man; cement  
handler; dump man on earth fill; georgie buggy man;  
material batch hopper man; spreader on asphalt machine;  
material mixer man (except on manholes); coffer dams;

riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal



LAB00579-005 05/01/2019

#5.

Rates Fringes

LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)

GROUP 1.....\$ 26.66 14.97
GROUP 2.....\$ 27.01 14.97

LABORER (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY. HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST.CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES)

GROUP 1.....\$ 25.66 14.17
GROUP 2.....\$ 26.21 14.17

LABORER (LAFAYETTE COUNTY)

GROUP 1.....\$ 27.21 0.0014.42
GROUP 2.....\$ 27.56 0.0014.42

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil draina

#5.

pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzle men; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

-----  
 LAB00663-002 04/01/2019

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.73	15.98
		179

GROUP 2.....\$ 31.94 15.98

#5.

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer,water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman,asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutt

#5.

torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettelman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

-----  
PAIN002-002 09/01/2007

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES

Rates Fringes

Painters:

Brush and Roller; Taper.....	\$ 28.61	10.24
High work over 60 feet.....	\$ 29.11	10.24
Lead Abatement.....	\$ 29.36	10.24
Pressure Roller; High work under 60 ft.....	\$ 28.86	10.24
Spray & Abrasive Blasting; Water Blasting (Over 5000 PSI).....	\$ 30.61	10.24
Taper (Ames Tools & Bazooka).....	\$ 30.21	10.24

-----  
PAIN002-006 04/01/2018

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville.

Rates Fringes

Painters:

181

#5.

Bridges, Dams, Locks or Powerhouses.....	\$ 25.93	12.79
Brush and Roll; Taping, Paperhanging.....	\$ 23.93	12.79
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement.....	\$ 24.93	12.79
Spray; Structural Steel (over 50 feet).....	\$ 24.93	12.79
Tapers using Ames or Comparable Tools.....	\$ 24.68	12.79

-----  
PAIN003-004 04/01/2017

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY  
COUNTIES

Rates Fringes

Painters:

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 31.96	16.96
Brush & Roller.....	\$ 29.34	16.96
Drywall.....	\$ 30.34	16.96
Paper Hanger.....	\$ 29.84	16.96
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping... Steeplejack.....	\$ 30.96 \$ 35.53	16.96 16.96

-----  
PAIN003-011 04/01/2011

BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY,  
HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS &  
SALINE COUNTIES

#5.

Rates Fringes

Painters:

Bridgeman; Lead Abatement;		
Sandblast; Storage Bin &		
Tanks.....	\$ 24.06	14.04
Brush & Roller.....	\$ 22.67	14.04
Drywall.....	\$ 22.84	14.04
Paper Hanger.....	\$ 23.07	14.04
Stageman; Beltman;		
Steelman; Elevator Shaft;		
Bazooka, Boxes and Power		
Sander; Sprayman; Dipping...	\$ 23.56	14.04
Steeplejack.....	\$ 26.82	14.04

-----  
PAIN0203-001 04/01/2012

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,  
HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK,  
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT  
COUNTIES

Rates Fringes

Painters:

Finisher.....	\$ 20.18	11.33
Painter.....	\$ 19.75	11.76
Sandblaster, High Man,		
Spray Man, Vinyl Hanger,		
Tool Operator.....	\$ 21.18	11.33

-----  
PAIN1265-003 07/01/2013

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS,  
PULASKI AND TEXAS COUNTIES

Rates Fringes

183

#5.

Painters:

Brush and Roller.....	\$ 25.64	13.27
Floor Work.....	\$ 26.14	13.27
Lead Abatement.....	\$ 27.89	13.27
Spray.....	\$ 27.14	13.27
Structural Steel, Sandblasting and All Tank Work.....	\$ 26.89	13.27
Taping, Paperhanging.....	\$ 26.64	13.27

-----  
PAIN1292-002 09/01/2016

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,  
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,  
RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

Rates Fringes

Painters:

Bridges, Stacks & Tanks.....	\$ 30.85	11.64
Brush & Roller.....	\$ 25.35	11.64
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 28.95	11.64

Height Rates (All Areas):

Over 60 ft. \$0.50 per hour.  
Under 60 ft. \$0.25 per hour.

-----  
PAIN1292-003 09/01/2017

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON  
COUNTIES

Rates Fringes

Painters:

Bridges, Stacks & Tanks.....	\$ 31.05	12.74
------------------------------	----------	-------

184

#5.

Brush & Roller.....	\$ 25.70	12.74
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 28.70	12.74

Height Rates (All Areas):

Over 60 ft. \$0.50 per hour

Under 60 ft. \$0.25 per hour.

-----

PAIN2012-001 04/01/2017

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY &  
WORTH COUNTIES

Rates Fringes

Painters:

Brush & Roller.....	\$ 30.46	16.96
Sandblaster.....	\$ 31.96	16.96
Steeplejack.....	\$ 35.53	16.96

-----

PLAS0518-006 03/01/2019

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,  
HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK,  
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT  
COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 24.30	11.61
-----------------------------------	----------	-------

-----

PLAS0518-007 04/01/2019

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY  
COUNTIES



#5.

	Rates	Fringes
Cement Masons:.....	\$ 32.32	17.89

-----  
PLAS0518-011 04/01/2019

ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY,  
HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY & WORTH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.00	20.13

-----  
PLAS0527-001 04/01/2018

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND		
WARREN COUNTIES.....	\$ 30.74	18.07
JEFFERSON, ST. CHARLES		
COUNTIES AND ST. LOUIS		
(City and County).....	\$ 32.66	18.62

-----  
PLAS0527-004 06/01/2017

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI,  
RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS,  
WASHINGTON COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 28.10	18.07

-----  
PLAS0908-001 05/01/2017

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL,  
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY,  
SCOTT, STODDARD, AND WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 27.60	15.73

-----  
 PLAS0908-005 05/01/2017

BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS,  
 GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER,  
 MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 27.60	15.73

-----  
 PLUM0008-003 06/01/2018

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 45.34	21.39

-----  
 PLUM0008-017 06/01/2018

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY,  
 ST. CLAIR, SALINE AND VERNON COUNTIES

	Rates	Fringes
Plumbers.....	\$ 45.34	21.39

-----  
 PLUM0045-003 09/01/2018

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB,  
 GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

#5.

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.40	23.00

-----  
PLUM0178-003 11/01/2018

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,  
HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND  
WRIGHT COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 30.90	15.35

-----  
PLUM0178-006 11/01/2018

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects \$750,000 & under...	\$ 27.93	15.35
Projects over \$750,000.....	\$ 30.90	15.35

-----  
PLUM0533-004 06/01/2019

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON,  
JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST.  
CLAIR AND VERNON COUNTIES

	Rates	Fringes
Pipefitters.....	\$ 46.68	22.55

-----  
PLUM0562-004 07/01/2018

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY,CAMDEN, CAPE  
GIRARDEAU,CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD,  
DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWEL

#5.

IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST.FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON,AND WAYNE COUNTIES.

Rates Fringes

Plumbers and Pipefitters

Mechanical Contracts

including all piping and temperature control work

\$7.0 million & under.....\$ 38.91 22.09

Mechanical Contracts

including all piping and temperature control work

over \$7.0 million.....\$ 40.25 27.68

-----  
PLUM0562-016 07/01/2018

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City and County), WARREN and WASHINGTON COUNTIES

Rates Fringes

Plumbers

Mechanical Contracts

including all piping and temperature control work

\$7.0 million & under.....\$ 38.91 22.09

Mechanical Contracts

including all piping and temperature control work

over \$7.0 million.....\$ 40.25 27.68

-----  
TEAM0013-001 05/01/2017

Rates Fringes

Truck drivers (ADAIR, BUTLER,  
 CLARK, DUNKIN, HOWELL, KNOX,  
 LEWIS, OREGON, PUTNAM,  
 RIPLEY, SCHUYLER AND SCOTLAND  
 COUNTIES)

GROUP 1.....	\$ 28.54	12.00
GROUP 2.....	\$ 28.44	12.00
GROUP 3.....	\$ 28.69	12.00
GROUP 4.....	\$ 28.81	12.00

Truck drivers (AUDRAIN,  
 BOLLINGER, BOONE, CALLAWAY,  
 CAPE GIRARDEAU, CARTER, COLE,  
 CRAWFORD, DENT, GASCONADE,  
 IRON, MACON, MADISON, MARIES,  
 MARION, MILLER, MISSISSIPPI,  
 MONROE, MONTGOMERY, NEW  
 MADRID, OSAGE, PEMISCOT,  
 PERRY, PHELPS, PIKE, PULASKI,  
 RALLS, REYNOLDS, ST.  
 FRANCOIS, STE. GENEVIEVE,  
 SCOTT, SHANNON, SHELBY,  
 STODDARD, TEXAS, WASHINGTON  
 AND WAYNE COUNTIES)

GROUP 1.....	\$ 29.14	12.85
GROUP 2.....	\$ 29.04	12.85
GROUP 3.....	\$ 29.29	12.85
GROUP 4.....	\$ 29.41	12.85

Truck drivers (FRANKLIN,  
 JEFFERSON and ST. CHARLES  
 COUNTIES)

GROUP 1.....	\$ 31.63	12.00
GROUP 2.....	\$ 31.74	12.00
GROUP 3.....	\$ 31.74	12.00
GROUP 4.....	\$ 31.85	12.00

Truck drivers (LINCOLN and  
 WARREN COUNTIES)

GROUP 1.....	\$ 30.28	12.00
GROUP 2.....	\$ 30.39	12.00

#5.

GROUP 3.....	\$ 31.43	12.00
GROUP 4.....	\$ 30.50	12.00

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon, Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel Trucks; Distributor Drivers and Operators; Tank Wagon, Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks, Speedace, Euclids and other similar equipment; A-Frame and Derrick Trucks; Float or Low Boy

-----  
TEAM0056-001 05/01/2017

Rates Fringes

Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)

GROUP 1.....	\$ 29.57	12.85
--------------	----------	-------

191

#5.

GROUP 2.....	\$ 29.73	12.85
GROUP 3.....	\$ 29.72	12.85
GROUP 4.....	\$ 29.84	12.85

Truck drivers: (ATCHISON,  
 BARRY, GENTRY, GRUNDY,  
 HARRISON, HOLT, MCDONALD,  
 MERCER, NODAWAY, OZARK,  
 STONE, SULLIVAN, TANEY AND  
 WORTH COUNTIES)

GROUP 1.....	\$ 28.84	12.85
GROUP 2.....	\$ 29.00	12.85
GROUP 3.....	\$ 28.99	12.85
GROUP 4.....	\$ 29.11	12.85

Truck drivers; (BUCHANAN,  
 JOHNSON AND LAFAYETTE  
 COUNTIES)

GROUP 1.....	\$ 30.78	12.85
GROUP 2.....	\$ 30.89	12.85
GROUP 3.....	\$ 30.93	12.85
GROUP 4.....	\$ 31.00	12.85

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

Rates Fringes

Truck drivers:

Traffic Control Service

Driver.....\$ 20.45 0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

\* TEAM0541-001 04/01/2019

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates Fringes

Truck drivers:

GROUP 1.....\$ 33.01 15.75

GROUP 2.....\$ 32.44 15.75

GROUP 3.....\$ 31.92 15.75

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boomer Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single



Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

-----  
TEAM0682-002 05/01/2017

ST LOUIS CITY AND COUNTY

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 33.30	13.79+a+b+c+d
GROUP 2.....	\$ 33.50	13.79+a+b+c+d
GROUP 3.....	\$ 33.60	13.79+a+b+c+d

a. PENSION: 5/1/2012 - \$182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

#5.

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

THIS PAGE INTENTIONALLY LEFT BLANK

# CULTURAL RESOURCE ASSESSMENT

## Section 106 Review

**CONTACT PERSON/ADDRESS**

**C:**

Mr. Austin Johnson  
Bartlett & West  
1719 Southridge Drive, Suite 100  
Jefferson City, MO 65101

Ms. Raegan Ball, FHWA  
Mr. Michael Meinkoth, MoDOT

**PROJECT:**

Route M School Connection Project TAP-4500(209), Moberly

**FEDERAL AGENCY**

FHWA

**COUNTY:**

RANDOLPH

The State Historic Preservation Office has reviewed the information submitted on the above referenced project. Based on this review, we have made the following determination:

After review of initial submission, the project area has a low potential for the occurrence of cultural resources. A cultural resource survey, therefore, is not warranted.

Adequate documentation has been provided (36 CFR Section 800.11). There will be "no historic properties affected" by the current project.

An adequate cultural resource survey of the project area has been previously conducted. It has been determined that for the proposed undertaking there will be "no historic properties affected".

For the above checked reason, the State Historic Preservation Office has no objection to the initiation of project activities. PLEASE BE ADVISED THAT, IF THE CURRENT PROJECT AREA OR SCOPE OF WORK ARE CHANGED, A BORROW AREA IS INCLUDED IN THE PROJECT, OR CULTURAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, APPROPRIATE INFORMATION MUST BE PROVIDED TO THIS OFFICE FOR FURTHER REVIEW AND COMMENT. Please retain this documentation as evidence of compliance with Section 106 of the National Historic Preservation Act, as amended.

By: Toni M. Prawl  
Toni M. Prawl, Ph.D., Deputy State Historic Preservation Officer

November 29, 2017  
Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES  
STATE HISTORIC PRESERVATION OFFICE  
P.O. Box 176, Jefferson City, Missouri 65102

For additional information, please contact Judith Deel, (573) 751-7862. Please be sure to refer to the project number:



**THIS PAGE INTENTIONALLY LEFT BLANK**



**DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, KANSAS CITY DISTRICT  
MISSOURI STATE REGULATORY OFFICE  
515 EAST HIGH STREET, #202  
JEFFERSON CITY, MISSOURI 65101**

December 20, 2017

Missouri State Regulatory Office  
(NWK-2017-02081)

Austin Johnson  
Bartlett & West  
1719 Southridge3 Drive, Suite 100  
Jefferson City, Missouri 65109

Dear Mr. Johnson:

This is in response to your Department of the Army (DA) permit application submitted on behalf of the City of Moberly, Missouri. The application was received on December 7, 2017. The proposed work concerns constructing a wooden pedestrian bridge and a 3-foot by 3-foot reinforced concrete box culvert across a ditch along Route M. The crossings are part of a connector system between a sidewalk along Route M and several schools and a recreational trail. The project is located in Section 18, Township 53 north, Range 13 west, Randolph County, Missouri.

The Corps of Engineers has jurisdiction over all waters of the United States. Discharges of dredged or fill material in waters of the United States, including wetlands, require prior authorization from the Corps under Section 404 of the Clean Water Act (33 USC 1344). The implementing regulation for this Act is found at 33 CFR 320-332.

This letter contains an approved jurisdictional determination for your proposed project. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 C.F.R. Part 331. Enclosed you will find a Notification of Administrative Appeal Options and Process and Request for Appeal (**NAO-RFA**) form. If you request to appeal this determination you must submit a completed NAO-RFA form to the Northwestern Division Office at the following address: Division Engineer, ATTN: Melinda M. Witgenstein, Regulatory Appeals Review Officer, U.S. Army Corps of Engineers, P.O. Box 2870, Portland, OR 97208-2870, Telephone: 503-808-3888.

In order for an **NAO-RFA** to be accepted by the Corps, the Corps must determine that it is completed, that it meets the criteria for appeal under 33 C.F.R. Part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAO-RFA. Should you decide to submit an **NAO-RFA** form, it must be received at the above address within 60 days of the date of this letter. **It is not necessary to submit an NAO-RFA form to the Division Office if you do not object to the determination in this letter.**

We have reviewed the information furnished and have determined that the proposed activity will not involve the discharge of dredged or fill material in waters of the United States. Therefore, Department of the Army permit authorization is not required. Other Federal, state and/or local permits may be required, however, and you should verify this yourself.

We are interested in your thoughts and opinions concerning your experience with the Kansas City District, Corps of Engineers Regulatory Program. Please feel free to complete our Customer Service Survey form on our website at: [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey). You may also call and request a paper copy of the survey which you may complete and return to us by mail or fax.

Mr. James Ptacek, Regulatory Project Manager, reviewed the information furnished and made this determination. If you have any questions concerning this matter, please feel free to contact Mr. Ptacek at 816-389-3834. Please reference Permit No. NWK-2017-02081 in all comments and/or inquiries relating to this project.

Enclosure

Copies Furnished (electronically w/o enclosure)

Environmental Protection Agency,  
Watershed Planning and Implementation Branch  
U.S. Fish and Wildlife Service, Columbia, Missouri  
Missouri Department of Natural Resources,  
Water Protection Program  
Missouri Department of Conservation



## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Missouri Ecological Services Field Office  
101 Park Deville Drive  
Suite A  
Columbia, MO 65203-0057  
Phone: (573) 234-2132 Fax: (573) 234-2181

IPaC Record Locator: 363-10283596

November 17, 2017

Subject: Consistency letter for the 'Route M TAP' project under the December 15, 2016 FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat.

To whom it may concern:

The U.S. Fish and Wildlife Service (Service) has received your request dated to verify that the **Route M TAP** (Proposed Action) may rely on the December 15, 2016 FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat (PBO) to satisfy requirements under Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat.884, as amended; 16 U.S.C. 1531 *et seq.*). Based on the information you provided (Project Description repeated below), the Proposed Action will have no effect on the endangered Indiana bat (*Myotis sodalis*) or the threatened Northern long-eared bat (*Myotis septentrionalis*). If the Proposed Action is not modified, **no consultation is required for these two species.**

If the Proposed Action may affect any other federally-listed or proposed species or designated critical habitat, additional consultation between the lead Federal action agency and this Office is required. Please advise the lead Federal action agency for the Proposed Action accordingly.

The following species may occur in your project area and **are not** covered by this determination:

- Gray Bat, *Myotis grisescens* (Endangered)

## Project Description

The following project name and description was collected in IPaC as part of the endangered species review process.

### Name

Route M TAP

### Description

Sidewalk along Route M in Moberly, Missouri. The project will be constructed in 2018.

## Determination Key Result

Based on your answers provided, this project will have no effect on the endangered Indiana bat and/or the threatened Northern long-eared bat. No consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required for these two species.

## Qualification Interview

1. Is the project within the range of the Indiana bat<sup>[1]</sup>?

[1] See [Indiana bat species profile](#)

**Automatically answered**

*Yes*

2. Is the project within the range of the Northern long-eared bat<sup>[1]</sup> (NLEB)?

[1] See [Northern long-eared bat species profile](#)

**Automatically answered**

*Yes*

3. Which Federal Agency is the lead for the action?

*A) Federal Highway Administration (FHWA)*

4. Are *all* project activities limited to non-construction activities only? (examples of non-construction activities include: bridge/abandoned structure assessments, property inspections, planning and technical studies, property sales, property easements, and equipment purchases)

*No*

5. Are *all* project activities completely within the existing road/rail surface<sup>[1]</sup> (e.g., road line painting)?

[1] Road surface is defined as the driving surface and shoulders (may be pavement, gravel, etc.) and rail surface is defined as the edge of the rail ballast.

*No*

6. Are *all* project activities limited to the maintenance of the surrounding landscape at existing facilities (e.g., rest areas, stormwater detention basins)?

*No*

7. Are *all* project activities limited to wetland or stream protection activities associated with compensatory wetland mitigation?

*No*

8. Will the project raise the road profile **above the tree canopy** within 1,000 feet of known summer habitat (based on documented roosts and/or captures)?

*No*

9. Does the project include percussives or other activities (not including the removal of trees) that will increase noise levels above existing traffic/background levels?

*No*

10. Is there any suitable summer habitat<sup>[1]</sup> for Indiana Bat or NLEB within the project area? (includes any trees suitable for maternity, roosting, foraging, or travelling habitat)

[1] See the Service's [summer survey guidance](#) for our current definitions of suitable habitat.

*No*

11. Does the project include any ground disturbing activities?

*Yes*

12. Is the project located within a karst area?

*No*

13. Will the project include any type of activity that could impact a **known** hibernaculum<sup>[1]</sup>, or impact a karst feature (e.g., sinkhole, losing stream, or spring) that could result in effects to a **known** hibernaculum?

[1] For the purpose of this consultation, a hibernaculum is a site, most often a cave or mine, where bats hibernate during the winter (see suitable habitat), but could also include bridges and structures if bats are found to be hibernating there during the winter.

*No*

14. Does the project include any activities **within** 0.5 miles of an Indiana bat and/or NLEB hibernaculum<sup>[1]</sup>?

[1] For the purpose of this consultation, a hibernaculum is a site, most often a cave or mine, where bats hibernate during the winter (see suitable habitat), but could also include bridges and structures if bats are found to be hibernating there during the winter.

*No*

15. Does the project include any activities **greater than** 300 feet from existing road/rail surfaces?

*No*

16. Does the project include slash pile burning?

*No*



17. Does the project include any bridge removal and/or replacement activities?

*No*

18. Does the project include any bridge maintenance activities (e.g., any bridge repair, retrofit, maintenance, and/or rehabilitation work)?

*No*

19. Does the project include the removal and/or replacement of any structures other than a bridge? (e.g., rest areas, offices, sheds, outbuildings, barns, parking garages, etc.)

*No*

20. Does the project include maintenance activities of any structures other than a bridge? (e.g., rest areas, offices, sheds, outbuildings, barns, parking garages, etc.)

*No*

21. Will the project involve the use of **temporary** lighting during the construction/maintenance activities?

*No*

22. Will the project install new (or replace existing) **permanent** lighting?

*No*

## **Determination Key Description: FHWA, FRA, FTA Programmatic Consultation For Transportation Projects Affecting NLEB Or Indiana Bat**

This key was last updated in IPaC on April 03, 2017. Keys are subject to periodic revision.

This decision key is intended for projects/activities funded or authorized by the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), and/or Federal Transit Administration (FTA), which require consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 of the Endangered Species Act (ESA) for the endangered **Indiana bat** (*Myotis sodalis*) and the threatened **Northern long-eared bat** (NLEB) (*Myotis septentrionalis*).

This decision key should only be used to verify project applicability with the Service's [revised programmatic biological opinion for transportation projects dated December 15, 2016](#). The programmatic biological opinion covers limited transportation activities that may affect either bat species, and addresses situations that are both likely and not likely to adversely affect either bat species. This decision key will assist in identifying the effect of a specific project/activity and applicability of the programmatic consultation. The programmatic biological opinion is not intended to cover all types of transportation actions. Activities outside the scope of the programmatic biological opinion, or that may affect ESA-listed species other than the Indiana bat or NLEB, or any designated critical habitat, may require additional ESA Section 7 consultation.

## **U.S. Fish & Wildlife Service Contact List**

### **Determination key office contact information**

#### **Assistant Director-Ecological Services**

5275 Leesburg Pike, Ms: Es  
Falls Church, VA 22041-3803  
(703) 358-2171

### **Offices with jurisdiction over project area**

#### **Missouri Ecological Services Field Office**

101 Park Deville Drive  
Suite A  
Columbia, MO 65203-0057  
(573) 234-2132



# Missouri Department of Conservation Natural Heritage Review Report

December 11, 2017 -- Page 1 of 2

Resource Science Div #5.  
P. O. Box 180  
Jefferson City, MO 65102  
Prepared by: Brittne Brauner  
Brittne.Brauner@mdc.mo.gov  
(573) 522 - 4115 ext. 3182

AUSTIN JOHNSON  
BARTLETT&WEST  
AUSTIN.JOHNSON@BARTWEST.COM

Project type:	ROAD/HIGHWAY
Location/Scope:	T53N R13W S18
County:	RANDOLPH
Query reference:	ROUTE M TAP-4500(209)
Query received:	11/22/2017

*This NATURAL HERITAGE REVIEW is not a site clearance letter. Rather, it identifies public lands and sensitive resources known to have been located close to and/or potentially affected by the proposed project. On-site verification is the responsibility of the project. Natural Heritage records were identified at some date and location. This report considers records near but not necessarily at the project site. Animals move and, over time, so do plant communities. To say "there is a record" does not mean the species/habitat is still there. To say that "there is no record" does not mean a protected species will not be encountered. These records only provide one reference and other information (e.g. wetland or soils maps, on-site inspections or surveys) should be considered. Look for additional information about the biological and habitat needs of records listed in order to avoid or minimize impacts. More information is at <http://mdc.mo.gov/discover-nature/places-go/natural-areas> and [mdc4.mdc.mo.gov/applications/mofwis/mofwis\\_search1.aspx](http://mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx).*

### Level 3 issues: Records of federal-listed (these are also state-listed) species or critical habitats near the project site:

Natural Heritage records identify no wildlife preserves, no designated wilderness areas or critical habitats, and no federal-listed species records within the project area, or in the public land survey section listed above or sections adjacent.

*FEDERAL LIST species/habitats are protected under the Federal Endangered Species Act. Contact the U.S. Fish and Wildlife Service (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; 573-234-2132) for Endangered Species Act coordination and concurrence information.*

### Level 2 issues: Records of state-listed (not federal-listed) endangered species AND / OR state-ranked (not state-listed endangered) species and natural communities of conservation concern. The Department tracks these species and natural communities due to population declines and/or apparent vulnerability.

Natural Heritage records identify no state-listed endangered species within the project area.

Natural Heritage records identify no state-ranked species and/or natural communities within the project area.

See <https://nature.mdc.mo.gov/sites/default/files/downloads/2017-SOCC.pdf> for a complete list of species and communities of conservation concern.

*STATE ENDANGERED species are listed in and protected under the Wildlife Code of Missouri (3CSR10-4.111).*

### General recommendations related to this project or site, or based on information about the historic range of species (unrelated to any specific Natural Heritage records):

- Gray bats (*Myotis grisescens*, federal and state-listed endangered) occur in Randolph County and could occur in the project area, as they forage over streams, rivers, and reservoirs. Avoid entry or disturbance of any cave inhabited by gray bats and when possible retain forest vegetation along the stream and from the gray bat cave opening to the stream.
- Indiana bats (*Myotis sodalis*, federal and state-listed endangered) and Northern long-eared bats (*Myotis septentrionalis*, federal-listed threatened) hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do

not enter caves known to harbor Indiana bats or Northern long-eared bats, especially from September to April. **If any trees need to be removed by your project, please contact the Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 Ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.**

- Randolph County has known [karst geologic features](#) (e.g. caves, springs, and sinkholes, all characterized by subterranean water movement). Few karst features are recorded in Natural Heritage records, and ones not noted here may be encountered at the project site or affected by the project. Cave fauna (many of which are species of conservation concern) are influenced by changes to water quality, so check your project site for any karst features and make every effort to protect groundwater in the project area.
- Transportation related projects typically change the plants and animals that live on the right-of-way or in the vicinity. Minimize erosion and sedimentation/runoff to nearby streams and lakes by carefully adhering to any “Clean Water Permit” conditions; and include design elements to manage stormwater so that present water discharge rates from the site to streams during heavy rain events are not increased. Revegetation of disturbed areas is recommended to minimize erosion, as is restoration with native plant species compatible with the local landscape and wildlife needs. Annuals like ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as crown vetch and sericea lespedeza.
- Maintenance of ground cover in utility corridors can have significant implications for sensitive resources. Native plant species typically require low maintenance over the long term, and provide more benefits to native wildlife. Use silt fences and/or vegetative filter strips to buffer streams and drainages, and monitor those after rain events and until a well-rooted ground cover is reestablished.
- Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment, so inspect and clean equipment thoroughly before moving between project sites.
  - ◆ Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
  - ◆ Drain water from boats and machinery that have operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
  - ◆ When possible, wash and rinse equipment thoroughly with hard spray or HOT water ( $\geq 140^{\circ}$  F, typically available at do-it-yourself carwash sites), and dry in the hot sun before using again.

*These recommendations are ones project managers might prudently consider based on a general understanding of species needs and landscape conditions. Natural Heritage records largely reflect sites visited by specialists in the last 30 years. Many privately owned tracts have not been surveyed and could host remnants of species once but no longer common.*

MISSOURI

This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.  
Date Completed: 01/10/2018  
Completed By: Jo Dent

# Request for Environmental Review Form#:2018-10-00042

## Project Information

Prefix:	TAP	Project Number:	4500209	Bridge Number:	
District:	Northeast	County:	Randolph	Sponsor:	
TIP Number:		Rte/Street:	ROUTE M null		
MoDOT Job Number:		TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	No
Location/Stream Crossing :	ROUTE M				
TMS Project Description - termini (no stations):	ROUTE M SCHOOL CONNECTION				
Describe RER project improvements in full detail:	The project proposes to construct sidewalk along the south side of Route M between Cedar Ridge Ln on the east, and Chrisman Ln on the west. The sidewalk will be behind the existing roadway ditch to allow any future widening of Route M to occur without disturbance to the sidewalk. The sidewalk proposes to follow existing ground where ADA slopes can be maintained. There will be a small box culvert crossing at one drainage ditch, and a wooden pedestrian bridge at a creek crossing near the east end. The project also proposes to construct a pedestrian crossing of Route M immediately west of Gratz-Brown St that will utilize the shoulder of the roadway, then connect to the existing city sidewalk network.				
District Liason:	Robert Manzke - 573-248-2634	Contact:	None selected		
Contact:	None selected	Contact:	None selected		
Date Desired:	11/17/2017	Submit Date:	10/18/2017		
Responsible Individual:	<a href="#">Austin Johnson - (10/18/2017 2:11:41 PM) - 573-659-6737</a>	Submitted By:	<a href="#">Austin Johnson - (10/18/2017 12:00:00 AM) - 573-659-6737</a>		
<b>Existing Condition</b>					
ADT:	0	Speed Limit:	0		
Number of Travel Lanes:	0	Lane Width:	0		
Shoulder Width:	0	Curb and Gutter:	No		
Bridge width, measured from gutterline to gutterline:	0	Sidewalks:	None		
<b>Proposed Design Improvement</b>					
ADT:	0	Speed Limit:	0	Design Speed:	0
Number of Travel Lanes:	0			Lane Width:	0
Shoulder Width:	0			Curb and Gutter:	No
Bridge width, measured from gutterline to gutterline:	0			Sidewalks:	None
Bridge Length:	0			Roadway length:	0
Railroad Crossing	No			Drainage District (If Applicable):	None
<b>Program Year:</b>					
Preliminary Engineering:	2017			Right of Way:	N/A

Construction: 2018

Explain the purpose of the request: This request is for NEPA classification, and any other permitting requirements that the project may have.

Changes to project since last RER submittal? If yes, explain: No
Design/Build Alternate Technical Concepts

Project breakout from previous or larger project? If checked explain:

Acres - From all sources (e.g. donated from public or private entities):

Additional R/W: 0 Temp Easement: 1 Permanent Easement: 0.5

Is there a possibility that Sponsor will purchase any uneconomic remnants? Unknown

Land Disturbance:

Will project involve 1 acre but less than 5 acres of land disturbance: Yes Will project involve 5 acres or more of land disturbance: No Acres of Tree Clearing: 0.1 acres

Number of Displacements(do not include partial takes that do not displace):

Residential: Yes No Commercial: Yes No
No. of People: Residences: No. of Employees: Businesses:

Average Daily Traffic:

ADT Construction Year: N/A ADT Design Year: N/A

Bicycle / Pedestrian Consideration

Pedestrian facilities considered: Yes Bicycle facilities considered: Yes

National Flood Insurance Program (NFIP) and Hydraulic Design Data:

Project is in a FEMA-identified zone "subject to 100-year flooding": If so, what zone?:
Project is in a FEMA-defined "floodway": No
Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property) If checked, give details:
Is highway improvement located within 2 miles of an existing airport?

Known Concerns: Provide information you have about these resources that you have observed in the area.

Parkland: No impact
Wetland/404 Permit: There will be USACE coordination for the stream crossing. Based on discussions on similar projects, it is expected that a Jurisdictional Determination will be made and there will be no issues with the proposed pedestrian bridge.
Stormwater/Water Quality: No concerns

Farmland:	No concerns
Threatened & Endangered Species:	Unknown
Migratory Birds: Are there birds nesting on the structure?	Unknown
Hazardous Waste:	no concerns
Cultural Resources:	Unknown

District Comments:

**Project Attachments:**

**\*\*NOTE: If making updates to an attachment, please use a different filename than the original.  
\*\*The combined size of attachments in one upload must be less than 100MB**

Attachments:

- ✖ [2017-12-20 NPR 2017-02081.pdf](#)
- ✖ [Route M TAP - Historic Preservation Clearance.pdf](#)
- ✖ [project\\_report\\_route\\_m\\_tap\\_4500209\\_9196\\_9485.pdf](#)
- ✖ [Species List\\_ Missouri Ecological Services Field Office.pdf](#)
- ✖ [Moberly TAP 4500\(209\).pdf](#)

**Required Information to be attached for each RER stage:**

- **Loc/Concp.:** Location map (county map) & topographic map or aerial photo showing project limits – pre-plan sheets or other preliminary maps showing alternatives, if available
- **Prel. Plan:** Prel. Plan sheets
- **R/W:** R/W Plan sheets
- **Final Design:** Final Plans [Location map (county map) & topographic map or aerial photo showing project limits if this is first RER submittal

## RER Environmental Screenings

### Farmland Impact

Status Information:

- N/A  Pending  Cleared

Clearance Date:

Environmental Response: The project is located in the urbanized area of Moberly. There is no potential for conversion of farmland. Therefore, the project is not subject to the Farmland Protection Policy Act.

LPA Action: None

Attachments:

- Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Jo Dent - 10/19/2017 7:16:59 AM



**▶ Floodplain/Regulatory Floodway**

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the current FEMA flood hazard map, attached, the project is not located in the 1% floodplain or the regulatory floodway. The project is not subject to floodplain permitting requirements.

LPA Action: None

Attachments: [✕ Moberly FEMA Flood Hazard Map.pdf](#)

Floodplain/Regulatory Floodway Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
Last Updated: Jo Dent - 10/19/2017 7:19:59 AM

**▶ Stormwater/Water Quality**

Status Information:  N/A  Possible Issues Noted Clearance Date:

Environmental Response: If the project is in a regulated MS4 area, adhere to the MS4 requirements as defined in the MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system. Any project with land disturbance of 1 acre or more requires a NPDES land disturbance permit from MDNR.

LPA Action: If the project will disturb 1 acre or more of land, obtain a NPDES land disturbance permit from DNR. The LPA must also implement best management practices in accordance with that permit and the Clean Water Act. DNR Water Protection Program ? (800)361-4827 DNR Land Disturbance Permits Webpage: <http://dnr.mo.gov/env/wpp/stormwater/sw-land-disturb-permits.htm>

Attachments:  Stormwater/Water Quality Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
Last Updated: Jo Dent - 10/19/2017 8:28:50 AM

**▶ FEMA/SEMA Buyout**

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the TMS FEMA buyout layer, there are no FEMA/SEMA buyout sites in the vicinity of the project area. There will be no impact to buyout sites.

LPA Action: None

Attachments:  FEMA/SEMA Buyout Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
Last Updated: Jo Dent - 10/19/2017 6:21:53 AM

**▶ Socioeconomic Impact**

Status Information:  N/A  Possible Issues Noted Clearance Date:

Environmental Response: There will be no significant socioeconomic impacts associated with this project. Impacts will be temporary and limited to possible traffic disruptions, construction noise, and fugitive dust in the area of project construction. The project requires temporary easements and permanent easements that are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

LPA Action: Provide sufficient public notice of construction activities, as necessary. Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Attachments:  Socioeconomic Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
Last Updated: Jo Dent - 12/22/2017 9:58:22 AM

Threatened & Endangered Species

Status Information: Clearance Date: 01/08/2018

- No Effect Pending Cleared

Environmental Response: UPDATE: MoDOT's T&E biologist reviewed all documentation submitted including project mapping and aerial imagery with a schematic of trail alignments, USFWS IPaC Official Species List (OSL) (Consultation Code:03E14000-2018-SLI-0315, 11/17/17), MDC Natural Heritage Review, photos of trees to be removed, and assessments of impacts to listed species. The MDC Natural Heritage database (2017) and MO Speleological Cave survey information (2017) was also referenced for the general project area. There are no structures suitable for birds nesting; therefore, no concerns with the Migratory Bird Treaty Act. The IPaC OSL lists Gray, Indiana, and Northern long-eared bats as species in the area. It indicates no federally designated critical habitats are in or near the project area. Gray bats use caves through the year to hibernate, raise young, and roost during migrations between summer and winter habitat. Indiana and Northern long-eared bats hibernate in caves during winter and roost in trees containing suitable characteristics during summer months. Suitable roost trees contain loose, peeling bark, snags, and cavities where bats can shelter. There are no caves or streams in the project area which could support the listed bat species. And although there are a couple of dead trees to be removed in the project limits, MoDOT concurs there are not suitable summer bat roost habitat. There are no known bat records within several miles of the project limits. As the designated non-federal representative for FHWA for USFWS Section 7 ESA requirements, MoDOT has determined, in agreement with the consultant, there will be No Effect to listed species or any critical habitats. Consultation with USFWS is not required. MoDOT's T&E determinations are attached. UPDATE: 12/22/17 - The consultant submitted all remaining T&E documentation. The environmental specialist will provide the documentation to MoDOT's T&E biologist for review, and update the LPA/consultant on the progress of the review. UPDATE: 11/17/2017 - The consultant submitted the USFWS IPaC Official Species List and MDC Natural Heritage Review Level 2 Report. The environmental specialist requested additional information in the attached email. Initial Review: Impacts to threatened and endangered species must be assessed for this project.

LPA Action: 1. Access the US Fish and Wildlife Service (USFWS) IPAC online tool at http://ecos.fws.gov/ipac/ to obtain the official list of species for your county. 2. Access the MO Department of Conservation (MDC) online Natural Heritage Review website at https://naturalheritagereview.mdc.mo.gov/ and generate a report. Contact MDC if the report indicates to do so. Submit the report, and MDC response, if required, to MoDOT. 3. Provide the amount, location, and time of year for tree clearing, or indicate there will be no tree clearing. 4. If there will be tree clearing, photograph the trees so that bark characteristics of the main trunk and large branches, along with any cavities, are clearly illustrated. 5. If the project involves bridgework, photograph the undersides of bridges illustrating any bird nests or unusual staining on the substructure or underside of the deck. 6. It is the responsibility of the LPA to make a written determination of their project impacts on each species listed from the IPaC. Further, the LPA must assess effects on any MDC listed species (endangered or species of conservation concern). If no effects are anticipated for a particular species, state the reason(s) why. For example: This project does not involve any tree clearing so there will be no effects on summer roosting habitat for listed bat species or this project does not impact any aquatic habitats so there will be no effects on listed fish or mussel species. 7. Submit the full project limits, easements, access, construction date, and ground disturbance information.

Attachments:

- MoDOT T\_E Determinations.pdf
TandE Documentation.pdf
TandE email requested information.pdf

Threatened & Endangered Species Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Jo Dent - 1/10/2018 8:31:06 AM

Migratory Birds

Status Information: Clearance Date:

- N/A Pending Cleared

Environmental Response: UPDATE: 11/22/2017 - According to the consultant, there are no existing bridges involved in the project. A new wooden pedestrian bridge will be added as part of the project. The Migratory Bird Treaty Act does not apply to this project. If any bridges could be impacted by the project, MoDOT's T&E specialist will review documentation submitted by the LPA/consultant and provide guidance and/or determinations.

LPA Action: COMPLETE Determine whether any bridges could be impacted by the project. Swallows and other bird species protected by the Migratory Bird Treaty Act (MBTA) may be nesting under the bridge that will be demolished during this project. To comply with the MBTA, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

Attachments:

Migratory Birds Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Jo Dent - 11/22/2017 10:59:08 AM

**Hazardous Waste Impact**

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to DNR's online ESTART map, attached, Moberly Public School's Transportation Bus Garage, located at 1625 Gratz Brown Road, is approximately 0.10 mile from the project. The garage contained 3 underground fuel storage tanks that were closed in 1995 in compliance with the required regulations according to the attached DNR No Further Action Letter. There should be no concerns with this site. There are no other known sites of concern in or around the project area. The potential to encounter wastes from sites unknown to the LPA and MoDOT should always be a consideration.

LPA Action: Any unknown sites that are found during project construction will be addressed by the LPA in accordance with Federal and State Laws and Regulations. If any hazardous waste concerns arise, notify MoDOT's environmental specialist as soon as possible.

Attachments: [DNR ESTART Documentation.pdf](#)

Hazardous Waste Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
*Last Updated: Jo Dent - 10/19/2017 7:40:51 AM*

**Wetland Impact (Section 404/401)**

Status Information:  N/A  Pending  Cleared Clearance Date: 12/20/2017

Environmental Response: UPDATE: The consultant submitted the USACE letter, which indicates that constructing a wooden pedestrian bridge and 3-foot-by-3-foot reinforced concrete box culvert across a ditch along Route M will not involve the discharge of dredged or fill material in waters of the U.S. Therefore, Department of the Army permit authorization is not required. Initial Screening: The project could potentially impact U.S. Army Corps of Engineers jurisdictional waters.

LPA Action: COMPLETE: Contact the USACE Kansas City District to determine whether the project requires permitting. Submit any correspondence, and/or permitting if required, to the environmental specialist. Kansas City District Missouri State Regulatory Office 515 East High Street, #202 Jefferson City, MO 65101 Telephone: 573-634-2248

Wetland Permit Information:	404 Permit Number	Permit Submitted	Permit Received
	Permit Expiration	Compliance Certification Sent	Compliance Certification Received

Attachments:  Wetland Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
*Last Updated: Jo Dent - 12/21/2017 6:50:32 AM*

**Noise Impact**

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: This is a Type III project and a noise analysis is not required.

LPA Action: None

Attachments:  Noise Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
*Last Updated: Jo Dent - 10/19/2017 6:26:49 AM*

**Cultural Resources Impact (Section 106)**

Status Information:  Pending  ROW Cleared Clearance Date: 11/30/2017

Environmental Response: \*\*\*Although this indicates ROW is cleared, do not acquire ROW until T&E is cleared and the environmental specialist issues permission to acquire.\*\*\* UPDATE: 12/4/17 - The consultant submitted the SHPO letter - No Historic Properties Affected for Route M School Connection Project TAP-4500(209), Moberly. SHPO Project #004-RN-18. Initial Screening: The project requires a Section 106 Review in consultation with the State Historic Preservation Office (SHPO) for identifying potential cultural resources that may be impacted by the project.

LPA Action: COMPLETE: The LPA should submit the Section 106 Project Information Form, located in the EPG manual at section 136.6.4.1.1, and associated attachments to the SHPO for review and comment. Once the SHPO response letter is received, attach it to the RER and submit to MoDOT. [http://epg.modot.org/index.php?title=136.6\\_Environmental\\_and\\_Cultural\\_Requirements#136.6.4.13\\_Noise\\_Standards\\_and\\_Noise\\_Abatement](http://epg.modot.org/index.php?title=136.6_Environmental_and_Cultural_Requirements#136.6.4.13_Noise_Standards_and_Noise_Abatement)

**Attachments:**

Cultural Resources Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
*Last Updated: Jo Dent - 12/4/2017 1:57:21 PM*

**Public Land Impact (Section 4f/6f)**

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to Google Earth and ArcMap public lands layers, there are no Section 4(f) or Section 6(f) resources in the vicinity of the project area. The project will have no impact to Section 4(f) or Section 6(f) resources.

LPA Action: None

**Attachments:**

Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by:  on

Public Land Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
*Last Updated: Jo Dent - 10/19/2017 9:10:36 AM*

**NEPA Classification**

NEPA Right-Of-Way Permission: Can Proceed to Buy R/W All Environmental Issues Cleared: 01/10/2018

NEPA Classification: PCE

NEPA Approval Date: 01/8/2018 This project qualifies for the programmatic categorical exclusion under Item#: 2

as determined or approved by: JOANN.DENT@MODOT.MO.GOV SHPO Date: 11/30/2017

Comments To District: If there are any changes in the scope of the project, the Environmental Section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws. A Programmatic Categorical Exclusion (PCE) NEPA classification is anticipated for this proposed project. The NEPA approval date will be given once the Cultural Resources, Threatened & Endangered Species, and Public Lands sections of the RER are cleared. The LPA and consultant should review all sections above including those marked as cleared/green.

*Last Submitted: 01/10/2018 by Jo Dent*


**THIS PAGE INTENTIONALLY LEFT BLANK**

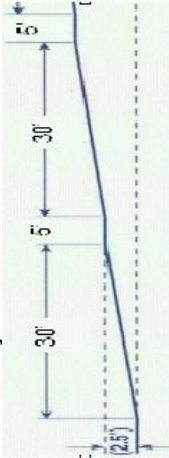


# ADA CHECKLIST

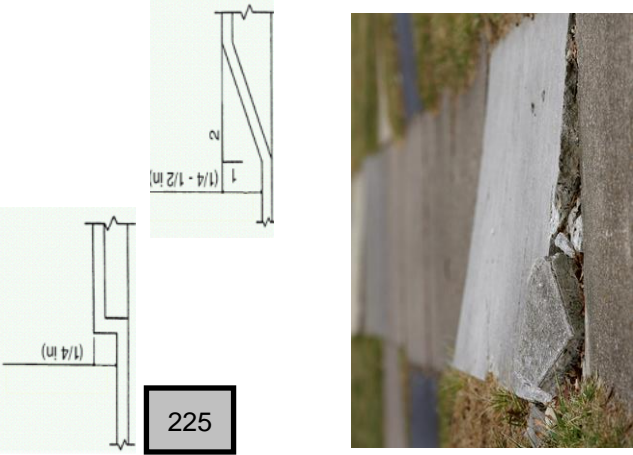
Revised April 22, 2015

Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

Pedestrian Access Route (PROWAG R204)		YES	NO	NA
<b>Figures/Examples</b> Sidewalk Width 	<b>Requirements 1</b> <ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb.</li> <li>The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space.</li> <li>MoDOT Sidewalks shall be 5 feet wide minimum. <sup>2</sup></li> <li>MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. <sup>2</sup></li> <li>Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. <sup>2</sup></li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
<b>Passing Spaces</b>	<ul style="list-style-type: none"> <li>Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum.</li> <li>Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.</li> </ul>			
<b>Sidewalk Running Slope</b> The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.	<ul style="list-style-type: none"> <li>The running slope of a pedestrian access route shall be 5 percent maximum.</li> </ul> <p><b>Roadway Grade Exception:</b> Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway.</p> <ul style="list-style-type: none"> <li>Running Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			#5.

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Sidewalk Cross Slope</b> The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.</p> <p><b>Sidewalk Ramps</b> For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run.</p> 	<ul style="list-style-type: none"> <li>The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent).</li> <li>In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant.</li> <li>Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> <li>A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp.</li> <li>The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>Cross slope of ramp runs shall be 2 percent maximum.</li> <li>The rise for any ramp run shall be 30 inches maximum.</li> <li>Ramps shall have landings at the top and the bottom of each ramp run.</li> <li>Ramp runs with a rise greater than 6 inches shall have handrails.</li> <li>Handrails shall be provided on both sides of stairs and ramps.</li> <li>Edge protection shall be provided on each side of ramp runs.</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			

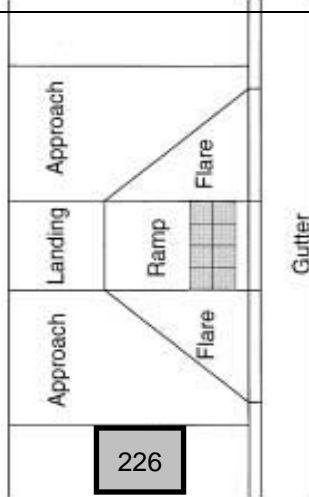


Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p data-bbox="136 1745 168 2007">Vertical Alignment</p>  <p data-bbox="583 1759 615 2007">Changes in Level</p> <p data-bbox="786 1955 834 1997">225</p>	<ul data-bbox="136 390 821 1514" style="list-style-type: none"> <li>• Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route.</li> <li>• Grade breaks shall be flush.</li> <li>• Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> <li>• Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.</li> <li>• Changes in level at grade breaks shall be flush.</li> <li>• Changes in level of 1/4 inch high maximum shall be permitted to be vertical.</li> <li>• Changes in level between 1/4 inch high maximum and 1/2 inch high maximum shall be beveled with a slope not steeper than 1v:2h.</li> <li>• The bevel shall be applied across the entire level change.</li> <li>• Changes in level greater than 1/2 inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.</li> </ul>			
				#5.



**Figures/Examples**

**Landing**  
 A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user.  
 Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.



**Requirements<sup>1</sup>**

- The landing clear width shall be at least as wide as the widest ramp run leading to the landing.
- The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum.
- The landing clear length shall be 5 feet long minimum.
- Landing slopes shall be 2 percent maximum.
- Changes in level at grade breaks shall be flush.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.

**Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

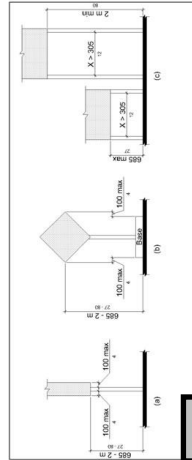
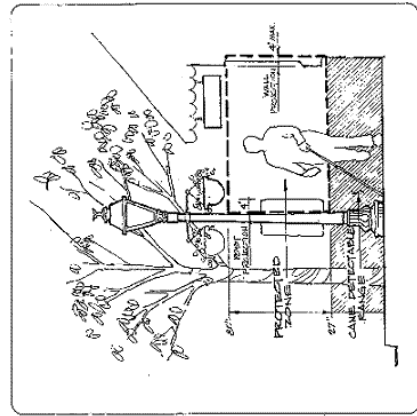
- Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.

YES NO NA

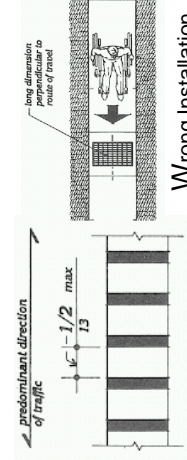
**Figures/Examples**

**Requirements<sup>1</sup>**

YES NO NA




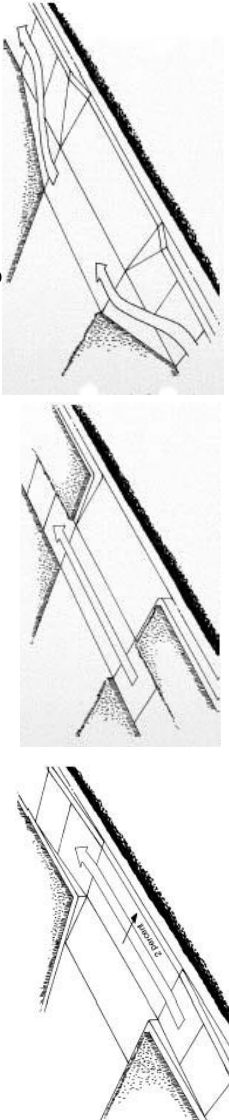
227



- Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes.
- Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path.
- Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3)
- Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground.
- Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground.
- Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.
- Openings in floor and ground surfaces shall not allow passage of a sphere more than 1/2 inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Lift holes for manhole/utility covers shall not have an opening greater than 1/2 inch. Plugging of holes greater than 1/2 inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.

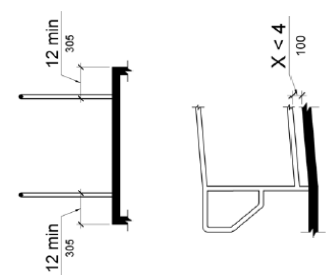
**ENTRANCES (PROWAG R301)**

**Requirements<sup>1</sup>**

	YES	NO	NA
<p><b>Figures/Examples</b></p> 			
<ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum.</li> <li>Cross slope shall be 2 percent maximum.</li> <li>Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition.<sup>2</sup></li> </ul> 			

**EDGE PROTECTION (PROWAG R406.8)**

**Requirements<sup>1</sup>**

	YES	NO	NA
<p><b>Figures/Examples</b></p> 			
<ul style="list-style-type: none"> <li>Edge protection shall be provided on each side of ramp runs and at each side of ramp landings.</li> <li>A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface.</li> <li>Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail.</li> <li>Edge protection shall not be required on curb ramps and their landings.</li> <li>Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10.</li> <li>Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of 1/2 inch maximum within 10 inches horizontally of the minimum landing area.</li> </ul>			

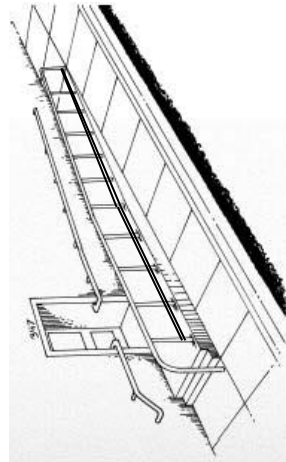
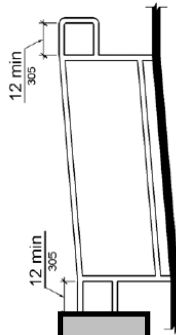
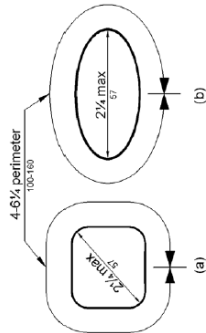
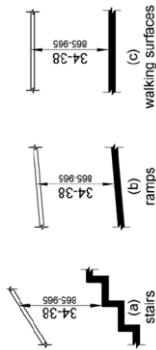
**HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)**

**Requirements<sup>1</sup>**

**YES**   **NO**   **NA**

- The clear width of walking surfaces shall be 4.0 feet minimum.
- Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps.
- Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.
- Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.
- Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum.
- Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum.
- Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum.
- Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.
- Handrails shall not rotate within their fittings.
- Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.
- At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.
- At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.
- See Edge Protection section above (also PROWAG 406.8) for additional details.

**Figures/Examples**



**STAIRWAYS (PROWAG R407)**

**Requirements<sup>1</sup>**

- All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum.
- Open risers are not permitted.
- The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below.
- Stairs shall have handrails complying with PROWAG 2005 R408.

**Figures/Examples**



**YES**

**NO**

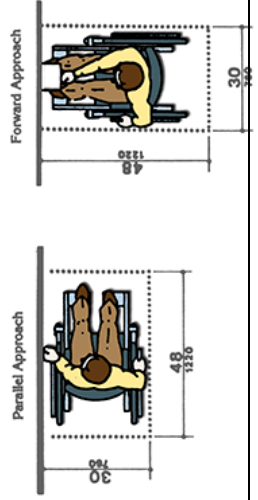
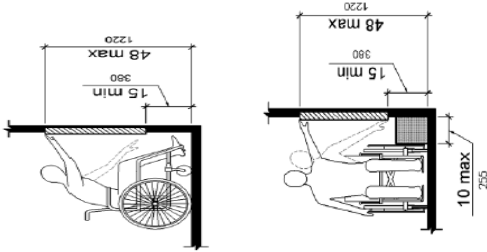
**NA**

**UNOBSTRUCTED REACH RANGES (PROWAG R404)**

**Requirements<sup>1</sup>**

- Forward Reach**
- Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground.
- Side Reach**
- Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground.
  - **EXCEPTION:** An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3)

**Figures/Examples**



**YES**

**NO**

**NA**



**CURB RAMPS (PROWAG R303)**

**Requirements<sup>1</sup>**

YES NO NA

The clear width of ramps, excluding the flares, shall be 4.0 feet minimum.

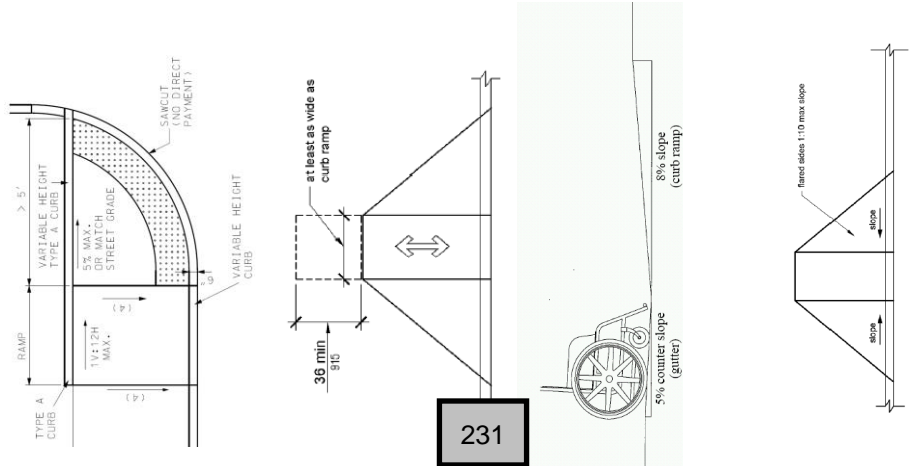
Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.

**Exception: 15 Foot Rule:** The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length.

- Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered)
- The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.
- Ramps shall have landings at the top and the bottom of each ramp run.
  - The landing clear width shall be at least as wide as the widest ramp run leading to the landing.
  - The landing clear length shall be 5.0 feet long minimum.
  - Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.
- Handrails and Edge protection shall not be required on curb ramps and their landings.
- Curb height = 0 inches within curb ramp spaces. 2
- Curb ramps must be flush with street.
- The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5)
- The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
- Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.
  - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
- Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.

**Figures/Examples**

A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.

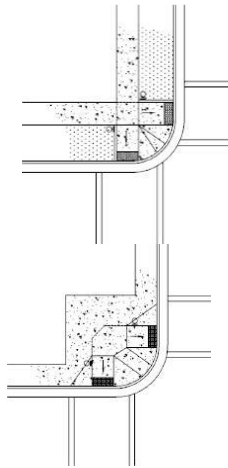


231

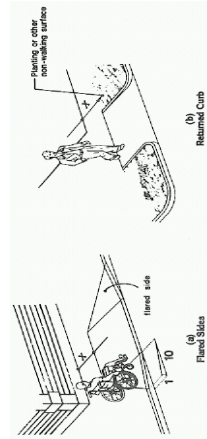
**15 Foot Rule:** For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.

#5.

**Figures/Examples**



Perpendicular Ramps



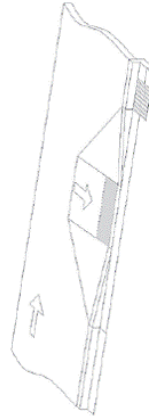
X = 4" Min.

Flared Sides in Pathway Pathway Flared Sides

232

**Roadway Grade Exception:**

Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.



**Requirements<sup>1</sup>**

- Perpendicular curb ramps shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles.
- The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.
- The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.
- The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered)
- The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.

**Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

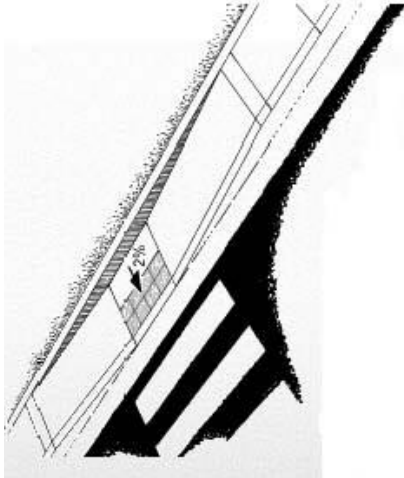
- A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space.
- Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.
- If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.)
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
- Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.

YES

NO

NA

**Figures/Examples**



Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel matched.

**Requirements<sup>1</sup>**

- **Parallel curb ramps** shall have a running slope that is in-line with the direction of sidewalk travel.
  - The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.
  - The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.
  - The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered)
- Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.
- A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space.
  - Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.
  - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
  - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
  - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
- Blended Transitions** shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum.
- The clear width blended transitions, excluding flares, shall be 4.0 feet minimum.
  - Detectable warning surfaces shall be provided where a blended transition connects to a street.
  - Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route.
  - Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.

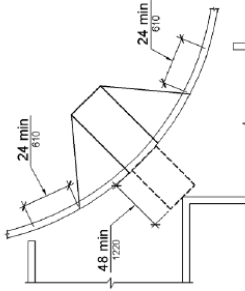
YES

NO

NA



Figures/Examples



Requirements<sup>1</sup>

- **Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board.**
- Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow.
- The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway.
- Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings.
- Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing.

**Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
- Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.

YES

NO

NA

**DETECTABLE WARNING DEVICES (TRUNCATED DOMES) (PROWAG R304)**

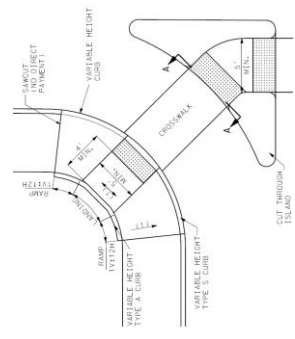
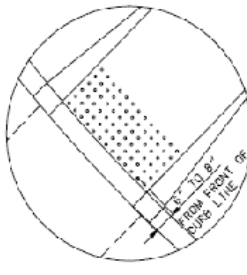
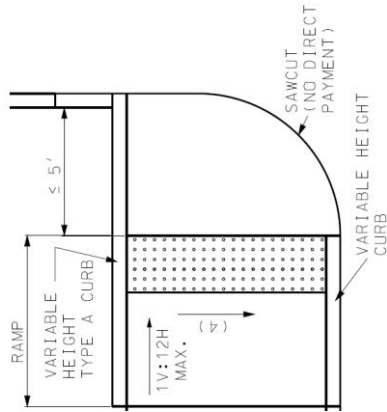
**Requirements<sup>1</sup>**

YES NO NA

- Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light.
- Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street.
- Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.
- Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing.
- Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb.
- Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel.
- Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.
- Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition.<sup>2</sup>
- Detectable warnings shall not be stamped into concrete.

**Figures/Examples**

A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.



**ISLANDS AND MEDIANS (PROWAG R305.4)**

**Requirements 1**

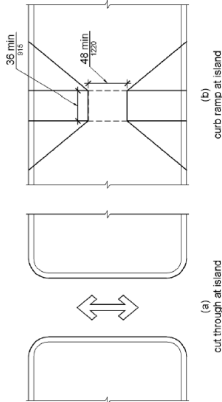
**YES NO NA**

**Figures/Examples**

- Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.
- Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides.
- All median island passage spaces shall provide a clear width of 5 feet minimum. <sup>2</sup>
- Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel.

**Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

- Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings.
- Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions.
- Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.



236



**ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306)**

**Requirements<sup>1</sup>**

**Figures/Examples**

YES NO NA

- Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. **← ON HOLD waiting for MoDOT Specs and APL**
  - Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line.
  - Accessible pedestrian pushbuttons shall be located within a reach range complying with PROWAG 2005 R404.
  - A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route.
- Roadway Grade Exception:** Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route.
- Pedestrian signals shall comply with PROWAG 2005 R306.
    - Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 5 pounds to activate operable parts.
    - The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves.
    - The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line.
    - For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart at crossings and a minimum 5 feet apart at islands or medians. This minimum distance may be waived for audible pushbuttons in medians and islands with the use of voice commands.
    - Pushbuttons are located no higher than 42 inches from the ground and within 10 inch reach from a level paved landing with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches.
    - Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.



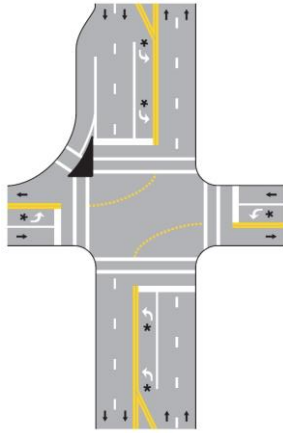
**PEDESTRIAN STREET CROSSINGS (PROWAG R305)**

**Requirements <sup>1</sup>**


**Figures/Examples**

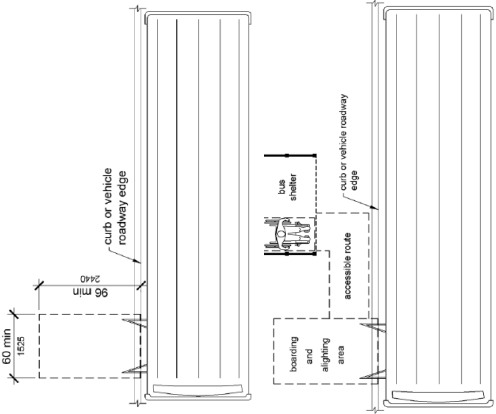
YES NO NA

- Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island.
- Marked crosswalks shall be 6 feet wide minimum.
- The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required.
- A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control.
- Crossings with Stop Control: The cross slope shall be 2 percent maximum.
- The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.
- The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk.
- Where pedestrian signals are provided at pedestrian street crossings, they shall include accessible pedestrian signals and pedestrian pushbuttons complying with sections 4E.08 through 4E.13 of the MUTCD. Operable parts shall comply with R403. (2011 PROWAG R209.1) **← ON HOLD waiting for MoDOT Specs and APL**
- Crosswalk pavement marking is 6 inches wide white.
- Stop bar is at minimum 4 feet from the crosswalk.
- Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
- Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.





ALTERNATE CIRCULATION PATH (PROWAG R302)		
Figures/Examples	Requirements <sup>1</sup>	YES NO NA
	<ul style="list-style-type: none"> <li>Alternate circulation paths shall contain a pedestrian access route.</li> <li>To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route.</li> <li>Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66.</li> <li>Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4).</li> <li>A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface.</li> <li>Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface.</li> <li>Support members shall not protrude into the alternate circulation path.</li> </ul>	YES NO NA

BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)		
Figures/Examples	Requirements <sup>1</sup>	YES NO NA
	<ul style="list-style-type: none"> <li>Bus stop boarding and alighting areas shall have a firm, stable surface.</li> <li>Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway.</li> <li>Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route.</li> <li>Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent.</li> <li>Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter.</li> <li>Bus shelters shall be connected by an accessible route to a boarding and alighting area.</li> </ul>	YES NO NA

<sup>1</sup> Any "NO" answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked "NO". These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

<sup>2</sup> A MoDOT requirement.

**Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.**

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

**US Access Board PROWAG**

**202.3.1 Prohibited Reduction in Required Access.** An alteration shall not decrease or have the effect of decreasing the accessibility of a ramp or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

<b>Inspector Name:</b> _____	
<b>Inspector Signature:</b> _____	<b>Date:</b> _____
<b>Resident Engineer or Area Engineer Name:</b> _____	
<b>Resident Engineer or Area Engineer Signature:</b> _____	<b>Date:</b> _____
<b>Distribution:</b>	
<input type="checkbox"/> Project Office	
<input type="checkbox"/> District Permit Office	

# **SAMPLE**

## **ADA EXCEPTIONS DOCUMENTATION**

Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

241

Inspector Name: _____	
Inspector Signature: _____	<b>Date:</b>
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	<b>Date:</b>
Distribution:	
<input type="checkbox"/> Project Office	
<input type="checkbox"/> District Permit Office	

#5.



**THIS PAGE INTENTIONALLY LEFT BLANK**



GEOTECHNICAL ENGINEERING REPORT  
FOR  
BARTLETT & WEST, INC.

PEDESTRIAN BRIDGE  
MOBERLY, MISSOURI

FEBRUARY 25, 2019

Crockett GTL Project Number: G19394.1

# CROCKETT

GEOTECHNICAL - TESTING LAB

1000 W Nifong Blvd. - Building 1  
Columbia, Missouri 65203  
(573) 447-0292

February 25, 2019

Bartlett & West, Inc.  
1719 Southridge Drive, Suite 100  
Jefferson City, MO 65109

Attn: Mr. Austin Johnson

Re: Geotechnical Engineering Report  
Pedestrian Bridge  
Moberly, Missouri  
Crockett GTL Project Number: G19394.1

Dear Mr. Johnson:

Crockett Geotechnical - Testing Lab (Crockett GTL) has completed the geotechnical engineering services for the referenced project. This report should be read in its entirety. Our services were performed in general accordance with our emailed proposal scope dated November 1, 2018. This report presents the results of our field explorations, laboratory testing, and recommendations for design and construction of the referenced project.

We appreciate the opportunity to be of service and look forward to working with you during the construction phase of this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,



Aaron Grimm, E.I.T.  
Project Manager



Eric H. Lidholm, P.E.  
Principal Engineer  
Missouri: E-23265



Enclosures

cc: 1 - Client (.PDF)  
1 - File

## TABLE OF CONTENTS

1	INTRODUCTION.....	1
2	SITE AND PROJECT INFORMATION.....	1
2.1	Site Location and Description .....	1
2.2	Project Description.....	2
3	SUBSURFACE CONDITIONS .....	2
3.1	Field Exploration and Laboratory Testing .....	2
3.2	Encountered Subsurface Conditions.....	3
3.3	Groundwater .....	4
4	GEOTECHNICAL RECOMMEDATIONS.....	5
4.1	Existing Uncontrolled Fill.....	5
4.2	Earthwork.....	5
4.2.1	Site Preparation.....	6
4.2.2	Structural Fill Material Requirements.....	6
4.2.3	Structural Fill Compaction Requirements .....	6
4.2.4	Earthwork Construction .....	7
4.2.5	Temporary Excavations .....	7
4.3	Foundations.....	7
4.3.1	Shallow Foundation Design Recommendations .....	7
4.3.2	Shallow Foundation Construction Considerations.....	9
4.4	Seismic Considerations.....	9
4.5	Lateral Earth Pressures .....	10
4.6	Special Inspection Requirements.....	12
5	GENERAL COMMENTS.....	13

### APPENDIX

- Site Location Map
- Boring Location Plan
- Boring Logs
- Boring Log Legend and Nomenclature

Geotechnical Engineering Report  
Pedestrian Bridge  
Moberly, Missouri  
Crockett Project Number: G19394.1  
February 25, 2019

# 1 INTRODUCTION

---

Crockett Geotechnical - Testing Lab (CGTL) has conducted a geotechnical exploration for the proposed structure. The purpose of our exploration was to:

- Characterize and evaluate the subsurface conditions.
- Provide design and construction recommendations for:
  - subsurface soil conditions
  - groundwater
  - existing uncontrolled fill
  - earthwork
  - shallow foundations
  - seismic considerations
  - lateral earth pressures
  - special inspection requirements

# 2 SITE AND PROJECT INFORMATION

---

## 2.1 SITE LOCATION AND DESCRIPTION

Item	Description
Location	This project will be located approximately 90 feet west-southwest of the driveway servicing 1331 E Urbandale Dr. in the City of Moberly, Missouri  A Site Location Map showing the approximate location of this site is included in the Appendix of this report
Approximate GPS Coordinates	Latitude: 39.393985° Longitude: -92.419345°

Item	Description
Existing improvements	Existing fill is present from the construction of W Urbandale Drive (Missouri State Route M) and also from the current sidewalk project.
Current ground cover	Bare soil in the immediate project area
Existing topography	Sloping with about 12 feet of relief in the area of the proposed construction

## 2.2 PROJECT DESCRIPTION

Item	Description
Proposed structure	A new, wooden deck, single span pedestrian bridge It is anticipated each abutment will consist of a reinforced concrete retaining wall supported by a shallow foundation The span length was unknown at the time of this investigation; However, it was assumed to be no shorter than 40 feet and no longer than 70 feet
Maximum loads (provided)	End Bents: 13 kips each
Grading	For this proposal we have assumed site grading to consist of less than approximately 8 feet of fill and no more than 5 feet of cut
Cut and fill slopes	Final slopes are assumed to be no steeper than 3H:1V (Horizontal to Vertical) Final slope design is not included as part of this proposal.
Below grade areas	Abutments

## 3 SUBSURFACE CONDITIONS

### 3.1 FIELD EXPLORATION AND LABORATORY TESTING

Two (2) borings were drilled for this project at the approximate locations indicated on the Boring Location Plan included in the Appendix of this report. Additional information follows:



Field Exploration	
Boring Locations <sup>1</sup>	Designated by Crockett GTL geotechnical engineer and located at the project site by the drill crew
Boring Elevations <sup>1</sup>	Boring elevations were obtained by the drill crew using an auto-level and grade rod and referencing the existing road culvert. This benchmark had an estimated elevation of 836 feet as determined from a Sidewalk Plan and Profile Plan provided by Bartlett & West Elevations were rounded to the nearest foot
Drill Rig	GeoProbe 7822DT track-mounted drill rig equipped with 4-inch solid stem augers
Sampling Methods <sup>2</sup>	Representative samples were obtained using thin-walled tube sampling and split-barrel tube sampling procedures
<ol style="list-style-type: none"> <li>1. The location and elevation of the borings should be considered accurate only to the degree implied by the means and methods used to define them.</li> <li>2. A CME automatic SPT hammer was used to advance the split-barrel sampler in the borings performed on this site. A significantly greater efficiency is achieved with the automatic hammer compared to the conventional safety hammer operated with a cathead and rope. This higher efficiency has an appreciable effect on the standard penetration resistance blow count (N) value. The effect of the automatic hammer's efficiency has been considered in the interpretation and analysis of the subsurface information for this report.</li> </ol>	

The samples were tagged for identification, sealed to reduce moisture loss, and taken to our laboratory for further examination, testing, and classification. Information provided on the boring logs attached to this report includes soil descriptions, consistency evaluations, boring depths, sampling intervals, and groundwater conditions. The borings were backfilled with auger cuttings prior to the drill crew leaving the site.

The field logs were prepared by the drill crew. Final logs included with this report represent the engineer's interpretation of the field logs and include modifications based upon laboratory tests and observation made of the samples. Detailed information regarding the material encountered and the results of field sampling and laboratory testing are shown on the Boring Logs included in the Appendix of this report. The descriptions of the soil on the final boring logs are in general accordance with the Unified Soil Classification System which is included in the Appendix of this report.

### 3.2 ENCOUNTERED SUBSURFACE CONDITIONS

From the ground surface both borings encountered uncontrolled fill. Uncontrolled fill is fill material that is variable in strength, density, moisture content, and composition. The

uncontrolled fill extended to an approximate depth of 7 to 12 feet in the borings. The uncontrolled fill thickness should be expected to vary between borings.

Underlying the uncontrolled fill in both borings was native lean to fat clay that was visually identified as possible glacial drift or glacial drift. The glacial drift extended to the planned termination depth of about 20 feet in both borings. Bedrock was not encountered.

Detailed descriptions of the encountered materials are listed on the individual boring logs included in the Appendix of this report. Strata lines indicate the approximate location of changes in material types. The transition between material types may be gradual.

### 3.3 GROUNDWATER

The boreholes were observed while drilling for the presence and level of groundwater. Delayed groundwater levels were not obtained in the borings. The groundwater levels observed are noted on the attached boring logs, and are summarized below:

Groundwater Levels			
Boring Number	Depth to Groundwater (feet)		
	At Time of Drilling	At End of Drilling	After Completion of Drilling
B-1	13.0	13.0	Not taken
B-2	16.0	16.0	Not taken

Due to the low permeability of the soils encountered in the borings, a relatively long period of time may be necessary for a groundwater level to develop and stabilize in a borehole in these materials. Long term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels in materials of this type.

Pockets, lenses, and stringers of sand are sometimes encountered in the soil types encountered in the vicinity of the referenced project. These sand pockets are normally discontinuous and often contain water of variable quality and quantity. These sand pockets may be encountered during foundation excavation.

Perched groundwater can develop over low permeability soil or rock strata following periods of heavy or prolonged precipitation. This possibility should be considered when developing design and construction plans and specifications for the project. Groundwater levels depend on seasonal and climatic variations and may be present at different levels in the future. In addition,



without extended periods of observation, accurate groundwater level measurements may not be possible, particularly in low permeability soils.

The boreholes were backfilled prior to departing the project site. Groundwater records are indicated on the boring logs included in the Appendix of this report.

## 4 GEOTECHNICAL RECOMMEDATIONS

---

### 4.1 EXISTING UNCONTROLLED FILL

Existing uncontrolled fill was encountered in both borings drilled for this investigation. Uncontrolled fill is fill material that is variable in strength, density, moisture content, and composition. This particular uncontrolled fill was comprised of several material types and was mostly soft in consistency with some occasional stiffer zones. The uncontrolled fill extended to an approximate depth of 7 to 12 feet in the borings. The uncontrolled fill thickness should be expected to vary between borings.

Owners sometimes choose to allow uncontrolled fill to remain on a project site. Risk associated with construction on existing uncontrolled fill must be assumed by the owner.

In order to reduce, but not eliminate the risk of supporting the pedestrian bridge abutments on the existing uncontrolled fill, we recommend the subgrade be thoroughly evaluated after stripping and creation of all cut areas but prior to the start of fill operations. Additional evaluations may require the excavation of test pits. Risk can be also reduced by removing and replacing a portion of the existing uncontrolled fill with new structural fill. Additional reductions in risk could be achieved by removing and replacing a thicker portion of the uncontrolled fill with new structural fill. The risks associated with construction on uncontrolled fill can be eliminated by completely removing and replacing the existing uncontrolled fill with new structural fill.

### 4.2 EARTHWORK

At the completion of stripping and grubbing, we recommend the exposed subgrade be thoroughly evaluated before the start of any fill operations. We recommend the geotechnical engineer be retained to evaluate the bearing material for the foundations and subgrade soils. Subsurface conditions, as identified by the field and laboratory testing programs have been reviewed and evaluated with respect to the proposed project plans known to us at this time.

**4.2.1 Site Preparation**

All unsuitable material should be removed from the construction areas prior to placing structural fill. After stripping and grubbing, the site should be proofrolled to aid in locating loose or soft areas. Proofrolling can be performed with a loaded tandem axle dump truck if the site is accessible. Other field testing methods can be utilized if a dump truck cannot gain access to the fill areas. Soft, wet, dry and low-density soil should be removed or be moisture conditioned and recompacted in place as structural fill prior to placing new structural fill.

**4.2.2 Structural Fill Material Requirements**

Compacted structural fill should consist of approved materials free of organic matter and debris. Frozen material should not be used and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted for evaluation prior to use.

**4.2.3 Structural Fill Compaction Requirements**

Structural Fill Compaction Requirements	
Soil Fill Lift Thickness	<ul style="list-style-type: none"> <li>• 9 inches or less when using heavy self-propelled compaction equipment</li> <li>• 6-inches or less when using hand guided or light self-propelled equipment</li> </ul>
Compaction Requirements	<p>95% of standard Proctor dry density (ASTM D-698)</p> <ul style="list-style-type: none"> <li>• We recommend engineered fill be tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.</li> <li>• As stated within ASTM D698, this procedure is intended for soils with 30% or less material larger than ¾". Accordingly, we recommend full time proof-roll observation be performed instead of moisture density testing for materials containing more than 30% aggregate retained on the ¾" sieve.</li> </ul>
Compaction Moisture Content Requirements <ul style="list-style-type: none"> <li>• Lean to Fat Clay and Fat Clay</li> <li>• Lean Clay and Silt</li> <li>• Granular</li> </ul>	<ul style="list-style-type: none"> <li>• Workable moisture content. Shall not pump when proofrolled</li> <li>• Workable moisture content. Shall not pump when proofrolled</li> <li>• Workable moisture content. Shall not pump when proofrolled</li> </ul>

#### 4.2.4 Earthwork Construction

In periods of dry weather, the surficial soils may be of sufficient strength to allow fill construction on the stripped and grubbed ground surface. However, unstable subgrade conditions could develop if the soils are wet or subjected to repetitive construction traffic. Should unstable subgrade conditions be encountered, stabilization measures will need to be employed.

The site should be graded to prevent ponding of surface water on the prepared subgrades or in excavations. If the subgrade should become frozen, desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and recompacted prior to construction.

The geotechnical engineer should be retained during the construction phase of the project to observe earthwork/fill placement and to perform necessary tests and observations during subgrade preparation; proof-rolling; placement and compaction of structural fills; backfilling of excavations into the completed subgrade, and just prior to construction.

#### 4.2.5 Temporary Excavations

The Occupational Safety and Health Administration (OSHA) has developed regulations to provide for the safety of workers entering excavations. Temporary excavations will probably be required during grading operations. All operations should be performed under the supervision of qualified site personnel in accordance with OSHA Excavation and Trench Safety Standards.

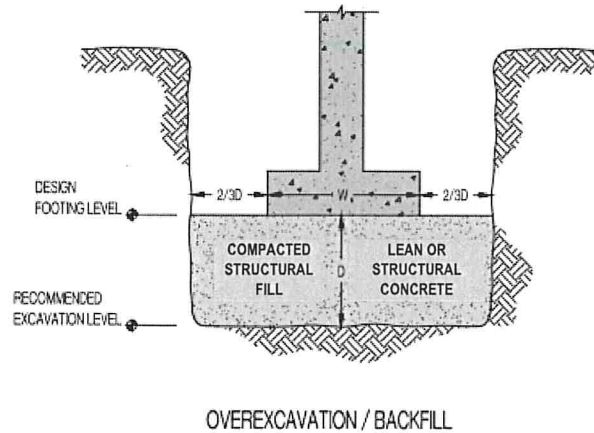
### 4.3 FOUNDATIONS

The subsurface data obtained from the borings was analyzed to evaluate potential foundation design alternatives. Based upon the anticipated loads, we recommend the proposed pedestrian bridge be supported on shallow spread footings bearing on an improved subgrade. The subgrade improvement procedure is described below.

#### 4.3.1 Shallow Foundation Design Recommendations

The following shallow foundation recommendations assume at least 2 feet of the uncontrolled fill has been overexcavated from below the bottom of the footings and replaced with new structural fill. In addition, the overexcavation should extend laterally beyond all edges of the footings at least 8 inches per foot of overexcavation depth below footing base elevation. The entire overexcavation should then be backfilled up to the footing base elevation with Type 5 MoDOT crushed limestone base material (CLBM) placed in lifts of 9 inches or less in loose thickness and compacted to at least 95 percent of the material's maximum standard effort maximum dry density (ASTM D 698). Lean or structural concrete can be used as an alternative

to placement of compacted Type 5 MoDOT base rock below the footing. Additional reductions in risk could be achieved by removing and replacing a thicker portion of the uncontrolled fill with new structural fill or lean/structural concrete. The overexcavation-and-backfill procedure is also presented in the diagram below.



Assuming at least 2 feet of the uncontrolled fill underlying and adjacent to the pedestrian bridge footing has been remediated, foundation recommendations are as follows:

Shallow Foundation Design Recommendations	
Net allowable bearing pressure <sup>1</sup> <ul style="list-style-type: none"> <li>Isolated foundations</li> <li>Allowable overstress for transient loads (i.e. snow, wind, seismic)</li> </ul> 1. Assumes all foundations will bear directly on at least 2 feet, or more, of compacted Type 5 MoDOT.	1,000 psf 33%
Minimum foundation dimensions <ul style="list-style-type: none"> <li>Isolated foundations</li> </ul>	30 inches
Ultimate passive pressure (equivalent fluid pressure) <ol style="list-style-type: none"> <li>The sides of the spread footing foundation excavations must be nearly vertical and the concrete should be placed neat against the vertical faces for the passive earth pressure values to be valid.</li> <li>Passive resistance in the frost zone should be neglected.</li> <li>Some movement of the footing will be required to mobilize resistance from passive pressure and sliding friction.</li> </ol>	270 pcf
Ultimate coefficient of sliding friction <ul style="list-style-type: none"> <li>If bearing on compacted Type 5 MoDOT CLBM</li> <li>If bearing on lean or structural concrete</li> </ul>	0.40 0.32



Shallow Foundation Design Recommendations	
Minimum embedment below finished grade for frost protection	36 inches
Uplift Resistance <ul style="list-style-type: none"> <li>• Total Unit Weight - Soil</li> <li>• Total Unit Weight - Concrete</li> </ul> <ol style="list-style-type: none"> <li>1. Only the soil directly overlying the foundation should be used for uplift resistance</li> <li>2. Unit weight values do not include factors of safety</li> <li>3. Assumes foundations are drained and are constructed above the highest groundwater level</li> </ol>	120 pcf 150 pcf
Approximate Foundation Settlement <ol style="list-style-type: none"> <li>1. Due to the presence of uncontrolled fill consisting of various material types and properties, reliable settlement estimates cannot be determined.</li> </ol>	Cannot be determined <sup>1</sup>

#### 4.3.2 Shallow Foundation Construction Considerations

The base of all foundation excavations should be free of water and loose soil and rock prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Should the soils at bearing level become excessively dry, disturbed, saturated, or frozen the affected soil should be removed prior to placing concrete. Place a lean concrete mud-mat over the bearing soils if the excavations must remain open over night or for an extended period of time. It is recommended the geotechnical engineer be retained to observe and test the foundation bearing materials.

Groundwater was encountered in the borings and conditions may develop such that water may be encountered during foundation excavations. In addition, some surface and/or perched groundwater may enter foundation excavations during construction. It is anticipated any water entering foundation excavations from these sources can be removed using sump pumps and/or gravity drainage.

#### 4.4 SEISMIC CONSIDERATIONS

The International Building Code and ASCE 7 requires the average properties in the upper 100 feet of the subsurface profile be determined for seismic site classification. The drilling scope performed for this project had borings that extended to a maximum depth of approximately 20.0 feet. As such, we provide the following seismic site classification:

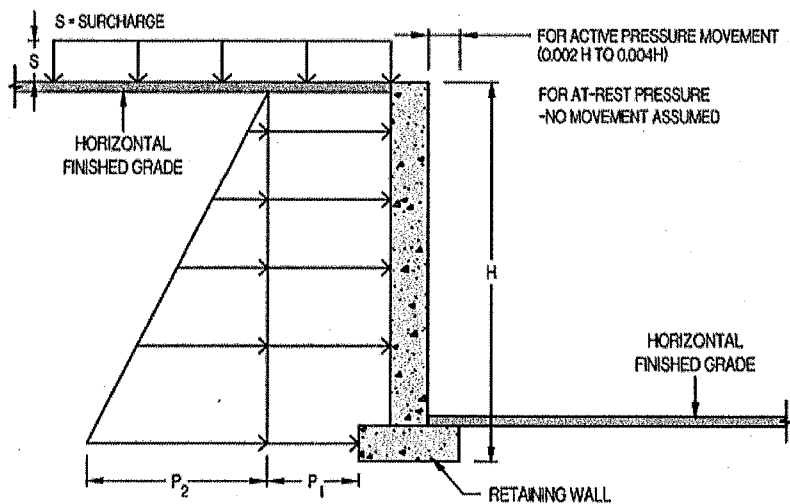
Seismic Site Classification	
Code Used	International Building Code (IBC) and ASCE 7
Site Classification	D

Additional exploration to greater depths could be considered to confirm the conditions below the current depth of exploration. Alternatively, a geophysical exploration could be utilized in order to attempt to justify a more favorable seismic site class.

#### 4.5 LATERAL EARTH PRESSURES

The lateral earth pressure recommendations given in the following paragraphs are applicable to the design of rigid retaining walls subject to slight rotation, such as cantilever, or gravity type reinforced concrete walls. These recommendations are not applicable to the design of modular block - geogrid reinforced backfill walls. Recommendations covering these types of wall systems are beyond the scope of services for this assignment.

Reinforced concrete walls with unbalanced backfill levels may be utilized on this site. Walls should be designed using the earth pressures indicated in the following table. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction and/or compaction and the strength of the materials being restrained. Two wall restraint conditions are shown. Active earth pressure is commonly used for design of free-standing cantilever retaining walls and assumes wall movement. The "at-rest" condition assumes no wall movement. The recommended design lateral earth pressures do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls.



Earth Pressure Coefficients			
Backfill Type	Active ( $K_a$ )	At Rest ( $K_o$ )	Passive ( $K_p$ )
Cohesive Equivalent Fluid Unit Weights	50 pcf	70 pcf	280 pcf
Granular Equivalent Fluid Unit Weights	40 pcf	60 pcf	360 pcf
Surcharge Pressure, $P_1$ (psf)			
Cohesive	(0.42)S	(0.58)S	---
Granular	(0.33)S	(0.46)S	---
Earth Pressure, $P_2$ (psf)			
Cohesive	(50)H	(70)H	---
Granular	(40)H	(55)H	---
Sliding Resistance	0.32 (coefficient of friction)		
<ul style="list-style-type: none"> <li>The values are applicable when the surface of the backfill behind the wall is horizontal. Increased values will result with steeper than horizontal slopes.</li> <li>No safety factor included in soil parameters</li> <li>Does not include loading from heavy compaction equipment</li> <li>No hydrostatic pressures acting on wall</li> <li>Backfill compacted to at least 95% standard Proctor dry density, or at least 80% relative density, as appropriate for material type.</li> <li>Soil backfill unit weight a maximum of 120 pcf</li> <li>No dynamic loading.</li> <li>For active earth pressure, wall must rotate about base, with top lateral movements of about 0.002 H to 0.004 H, where H is wall height</li> <li>For passive earth pressures to develop, the wall must move horizontally.</li> <li>Ignore passive pressure in the frost zone</li> <li>For the granular values to be valid, the granular backfill must extend out from the base of the wall at an angle of at least 45 and 60 degrees from vertical for the active and passive cases, respectively.</li> <li>Exterior granular backfill should be capped with approximately 2 feet of cohesive soil to reduce the potential for surface water infiltration into the granular backfill.</li> <li>Uniform surcharge, where S is surcharge pressure.</li> </ul>			

We recommend all below-grade walls be provided with a drainage system. A minimum 4-inch diameter, perforated drain pipe should be placed at the foundation level. Granular drainage material, consisting of 1-inch clean crushed rock, classified as GP by ASTM D 2487, with less than 5 percent passing the No. 200 sieve, should be placed a minimum of 6 inches in all directions around the drainage pipe. Synthetic filter fabric, such as Mirafi 140N or equivalent, should encapsulate the drainpipe and granular drainage material.



The pipe should be sloped to drain by gravity or through weep holes located on approximately 10-foot centers for above-grade retaining walls, or to a sump with a pump for below-grade walls where positive drainage by gravity cannot be achieved. Any interior sumps must be isolated "watertight" from the interior subgrade to prevent the movement of moisture from the sump into the underlying soils.

#### 4.6 SPECIAL INSPECTION REQUIREMENTS

The following items require special inspections in accordance with Chapter 17 of the International Building Code:

Schedule of Special Inspection Services <sup>1</sup>			
Material/Activity	Service	Applicable to this Project	
		Y/N	Extent
1705.6 Soil		Y	
<ul style="list-style-type: none"> <li>Verify materials below shallow foundations are adequate to achieve the design bearing capacity.</li> </ul>	Field Inspection	Y	Periodic
<ul style="list-style-type: none"> <li>Verify excavations are extended to proper depth and have reached proper material</li> </ul>	Field Inspection	Y	Periodic
<ul style="list-style-type: none"> <li>Perform classification and testing of controlled fill materials.</li> </ul>	Field Inspection	Y	Periodic
<ul style="list-style-type: none"> <li>Verify use of proper material, densities, and lift thicknesses during placement and compaction of controlled fill.</li> </ul>	Field Inspection	Y	Continuous
<ul style="list-style-type: none"> <li>Prior to placement of controlled fill, observe subgrade and verify site has been prepared properly.</li> </ul>	Field Inspection	Y	Periodic
1. Testing and inspections services shall be performed by an approved agency in general accordance with section 1703 of the International Building Code.			

The contractor shall request special inspection of the items listed above prior to those items becoming inaccessible and unobservable due to the progression of work.



## 5 GENERAL COMMENTS

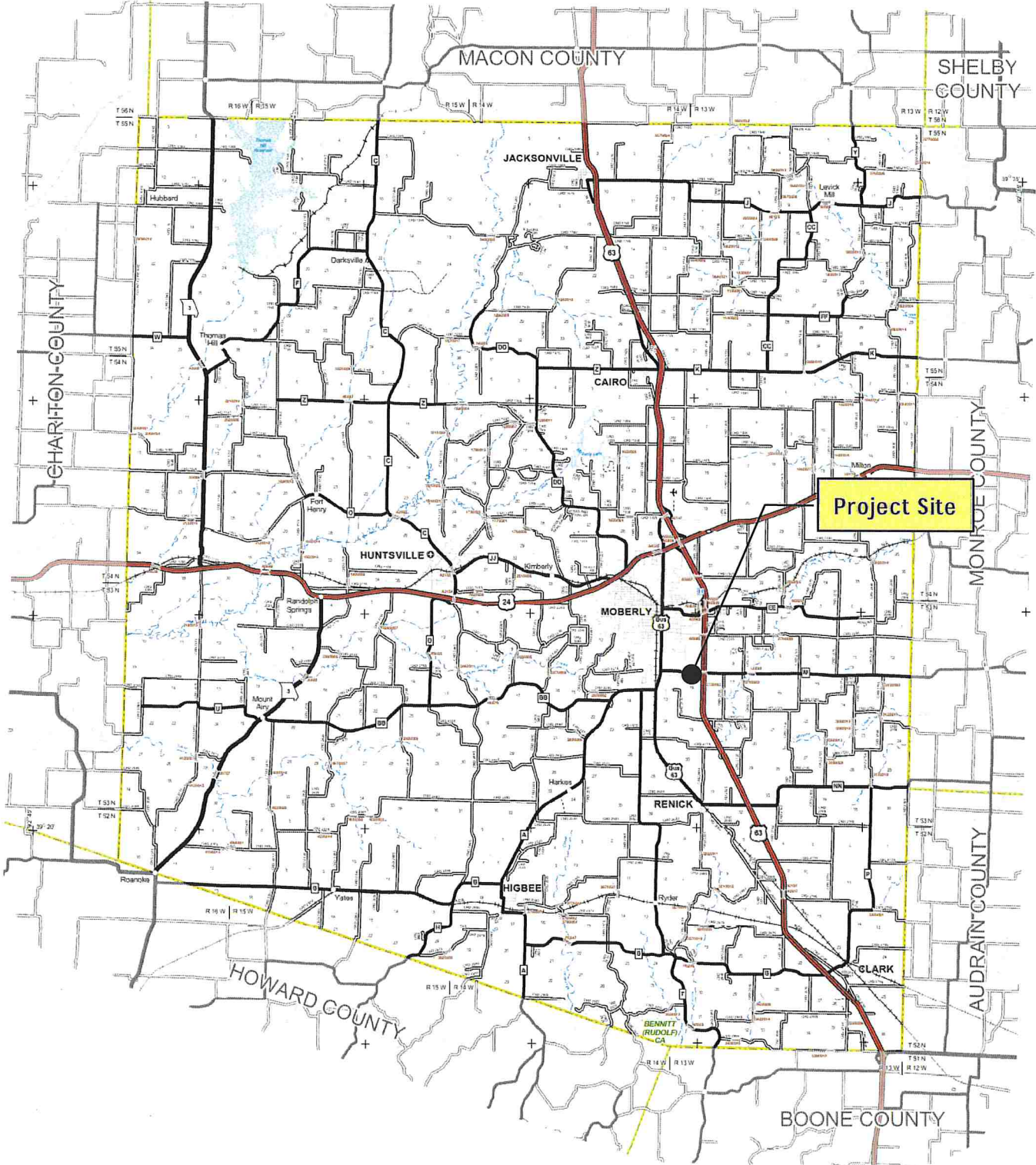
---

The recommendations provided herein are for the exclusive use of our client. Our recommendations are specific only to the project described herein and are not meant to supersede more stringent requirements of local ordinances or codes. The recommendations are based on subsurface information obtained at our boring locations, sample locations, our understanding of the project as described in this report, and geotechnical engineering practice consistent with the current standard of care. No warranty is expressed or implied. CGTL should be contacted if conditions encountered are not consistent with those described.

CGTL should be provided with a set of final plans and specifications, once they are available, to review whether our recommendations have been understood and applied correctly and to assess the need for additional exploration or analysis. Failure to provide these documents to CGTL may nullify some or all of the recommendations provide herein. In addition, any changes in the planned project or changes in site conditions may require revised or additional recommendations on our part.

The final part of our geotechnical service should consist of direct observation during construction to observe that conditions actually encountered are consistent with those described in this report and to assess the appropriateness of the analyses and recommendations contained herein. CGTL cannot assume liability or responsibility for the adequacy of recommendations without being retained to observe construction.

# APPENDIX



PROJECT NO.: G19394.1

**SITE LOCATION MAP**

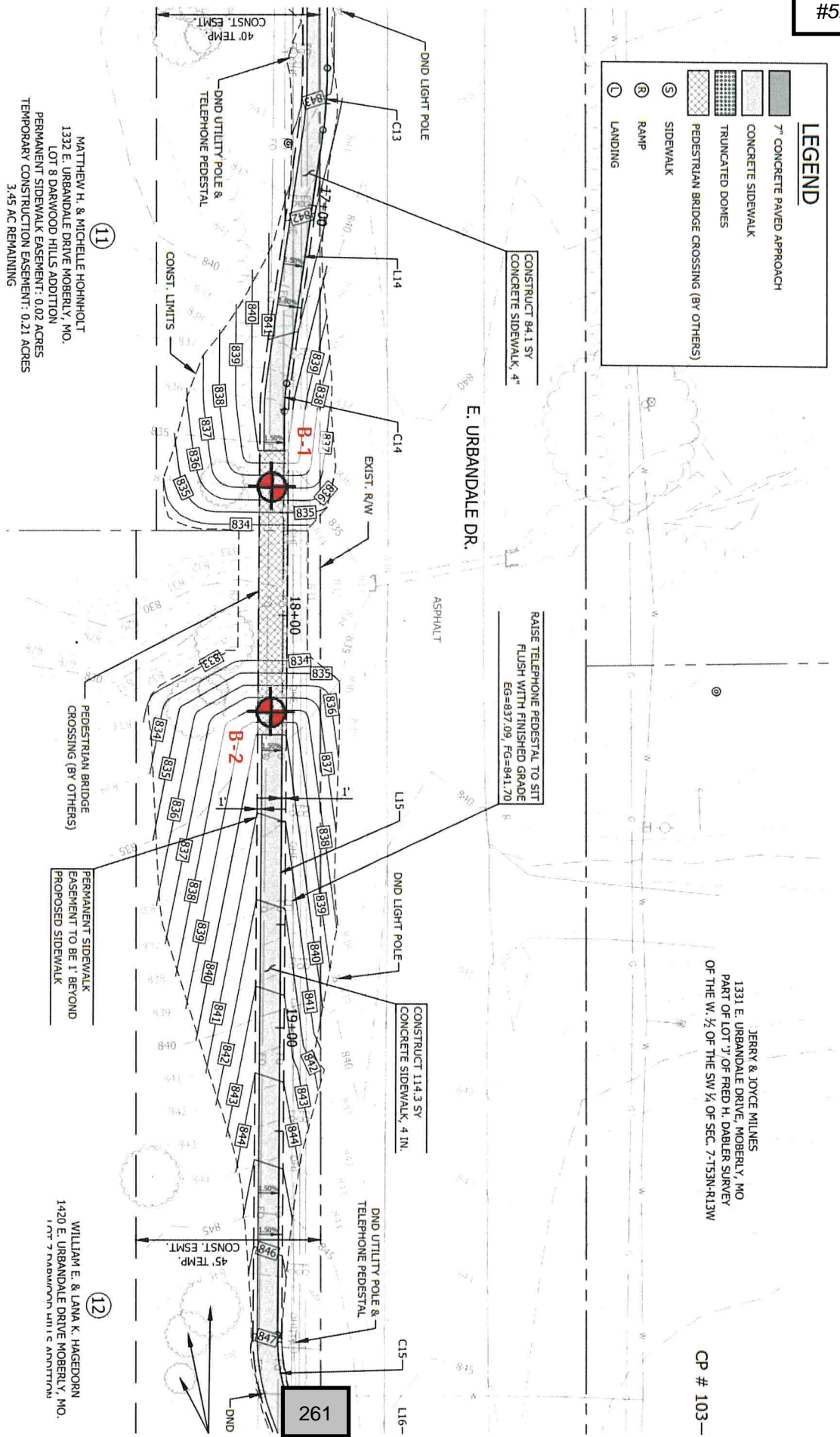
PEDESTRIAN BRIDGE  
MOBERLY, MISSOURI

260

Prepared By:  
**CROCKETT**  
 GEOTECHNICAL - TESTING LAB  
 1000 W. Nifong Blvd, Building 1  
 Columbia, MO 65203  
 573-447-3981  
 www.CrockettGTL.com

**LEGEND**

- 7' CONCRETE PAVED APPROACH
- CONCRETE SIDEWALK
- TRUNCATED DOMES
- PEDESTRIAN BRIDGE CROSSING (BY OTHERS)
- SIDEWALK
- RAMP
- LANDING



JERRY & JOYCE MILNES  
 1331 E. URBANDALE DRIVE, MOBERLY, MO  
 PART OF LOT 3 OF FRED H. DABLER SURVEY  
 OF THE W 1/2 OF THE SW 1/4 OF SEC. 7-T33N-R13W

CP # 103-

MATTHEW H. & MICHELLE HOHNHOLT  
 1332 E. URBANDALE DRIVE MOBERLY, MO.  
 LOT 8 DARWOOD HILLS ADDITION  
 PERMANENT SIDEWALK EASEMENT: 0.02 ACRES  
 TEMPORARY CONSTRUCTION EASEMENT: 0.21 ACRES  
 3.45 AC REMAINING

WILLIAM E. & LANA K. HAGEDORN  
 1420 E. URBANDALE DRIVE MOBERLY, MO.  
 LOT 7 DARWOOD HILLS ADDITION



# BORING LOCATION PLAN

PROJECT NO: G19394.1

PEDESTRIAN BRIDGE  
 MOBERLY, MISSOURI

Prepared By:  
**CROCKETT**  
 GEOTECHNICAL - TESTING LAB  
 1000 W. Nifong Blvd, Building 1  
 Columbia, MO 65203  
 573-447-3981  
 www.CrockettGT.com

261



Crockett GTL  
 1000 W Nifong Blvd. Bldg. #1  
 Columbia, MO 65203  
 Telephone: 573-447-0292



**BORING NUMBER B-1**

PA 1  
 #5.

CLIENT Bartlett & West PROJECT NAME Pedestrian Bridge  
 PROJECT NUMBER G19394 PROJECT LOCATION Moberly, Missouri  
 DATE STARTED 2/5/19 COMPLETED 2/5/19 GROUND ELEVATION 837 ft MSL HOLE SIZE 4"  
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:  
 DRILLING METHOD 4" SSA ∇ AT TIME OF DRILLING 13.00 ft / Elev 824.00 ft  
 LOGGED BY Lidholm CHECKED BY Lidholm ∇ AT END OF DRILLING 13.00 ft / Elev 824.00 ft  
 NOTES Borehole backfilled upon completion AFTER DRILLING --- Not Taken

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0		UNCONTROLLED FILL: Lean to fat clay, brown and gray, trace rust stains, trace sand and gravel, soft to stiff										
1	[Red hatched pattern]		ST 1	10		1000	660	96	26			
2			ST 2	13		3000	1570	93	28			
5												
7.0		LEAN TO FAT CLAY: Gray and light brown, trace to with rust stains, trace sand and gravel, medium to stiff (possible glacial drift)										
8	[Green diagonal lines]		ST 3	20		3000	2920	102	23			
10												
15			ST 4	19		1000		106	23			
17.0		LEAN TO FAT CLAY: Brown, trace gray, trace sand and gravel, trace silt, very stiff (glacial drift)										
18	[Green diagonal lines]											
20			SPT 5	15	11-11-12 (23)	6000			16			
20.0	[Green diagonal lines]	No Refusal. Bottom of borehole at 20.0 feet.										

Crockett GTL  
 1000 W Nifong Blvd. Bldg. #1  
 Columbia, MO 65203  
 Telephone: 573-447-0292



**BORING NUMBER B-2**

P #5 F 1

CLIENT Bartlett & West PROJECT NAME Pedestrian Bridge  
 PROJECT NUMBER G19394 PROJECT LOCATION Moberly, Missouri  
 DATE STARTED 2/5/19 COMPLETED 2/5/19 GROUND ELEVATION 838 ft MSL HOLE SIZE 4"  
 DRILLING CONTRACTOR IPES GROUND WATER LEVELS:  
 DRILLING METHOD 4" SSA ▽ AT TIME OF DRILLING 16.00 ft / Elev 822.00 ft  
 LOGGED BY Lidholm CHECKED BY Lidholm ▽ AT END OF DRILLING 16.00 ft / Elev 822.00 ft  
 NOTES Borehole backfilled upon completion AFTER DRILLING --- Not Taken

SAMPLE LENGTH REPORT - LAT-LONG TEMPLATE.GDT - 2/13/19 16:45 - V:\PROJECTS\2019\G19394 - PEDESTRIAN BRIDGE\G19394.GPJ

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY LENGTH	BLOW COUNTS (N VALUE)	POCKET PEN. (psf)	UNC. COMP. (psf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		
										LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX
0		UNCONTROLLED FILL: Lean to fat clay, light brown, trace gray, trace root hairs, trace to with sand, soft to stiff										
		--: dark brown, trace gray, trace gravel	ST 1	11		1000	890	98	25			
5		--: light brown, trace gray, trace rust stains, trace to with sand, trace gravel	ST 2	24		1000	790	96	25	50	16	34
		--: dark brown, trace sand and gravel, with glass shards	ST 3A	10		1500	1370	96	21			
10			ST 3B	7		3000	2510	93	26			
12.0		LEAN TO FAT CLAY: Light brown, trace gray, trace to with sand and gravel, occasional silty zones, soft to stiff (glacial drift)										
			ST 4	22		3500	930	100	28			
15												
		--: clayey sand, with gravel, trace silt	ST 5	8		2000		119	19			
20												

No Refusal.  
 Bottom of borehole at 20.0 feet.

# BORING LOG LEGEND AND NOMENCLATURE

#5.

Sample Type	Description
AU	Auger sample, disturbed, obtained from auger cuttings
NR	No recovery or lost sample
RC	Rock core, diamond core bit, nominal 2-inch diameter rock sample (ASTM D 2113)
ST	Thin walled (Shelby) tube sample, relatively undisturbed (ASTM D 1587)
SPT	Split spoon sample, disturbed (ASTM D 1586)
VA	Shear vane (ASTM D 2753)

Grain Size Terminology	
Boulders	Larger than 12-inches
Cobbles	3-inches to 12-inches
Gravel	Retained on #4 sieve to 3-inches
Sand	Retained on #200 sieve but passes #4 sieve
Silt or Clay	Passes #200 sieve

Descriptor	Relative Proportion of Sand and Gravel	Relative Proportion of Fines
Trace	Less than 15% by dry weight	Less than 5% by dry weight
With	15% to 30% by dry weight	5% to 12% by dry weight
Modifier	More than 30% by dry weight	More than 12% by dry weight

Relative Density of Coarse grained Soils	
Descriptive Term	SPT N-Value, Blows/Foot
Very Loose	0 - 3
Loose	4 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50+

Consistency of Fine Grained Soils		
Descriptive Term	SPT N-Value, Blows/Foot	Unconfined Compressive Strength, psf
Very Soft	0 - 1	0 - 500
Soft	2 - 3	501 - 1,000
Medium	4 - 9	1,001 - 2,000
Stiff	10 - 29	2,001 - 4,000
Very Stiff	30 - 49	4,001 - 8,000
Hard	50+	> 8,000

USCS Soil Classification System					
Major Divisions			Group Symbol	Group Name	
coarse grained soils more than 50% retained on #200 sieve	gravel ≥50% of coarse fraction retained on #4 (4.75 mm) sieve	clean gravel ≤5% small than #200 sieve	GW	well-graded gravel, fine to coarse gravel	
		gravel with ≥12% fines	GP	poorly graded gravel	
		sand ≥50% of coarse fraction passes #4 (4.75 mm) sieve	clean sand	GM	silty gravel
			sand with ≥12% fines	GC	clayey gravel
	fine grained soils more than 50% passes #200 sieve	silt and clay liquid limit < 50	inorganic	SW	well-graded sand, fine to coarse sand
				SP	poorly graded sand
silt and clay liquid limit ≥ 50			inorganic	SM	silty sand
		SC		clayey sand	
		organic	ML	silt	
highly organic soils		inorganic	CL	clay	
	organic		OL	organic silt, organic clay	
	organic	MH	silt of high plasticity, elastic silt		
		CH	clay of high plasticity, fat clay		
OH	organic clay, organic silt				
PT	peat				

Weathering	Description of Rock Properties
Fresh	No discoloration. Not oxidized.
Slightly weathered	Discoloration or oxidation of most surfaces but at short distance from fractures
Moderately weathered	Discoloration or oxidation extends from fractures, usually throughout. All fractured surfaces are oxidized or discolored.
Severely weathered	Discoloration or oxidation throughout. All fractured surfaces are oxidized or discolored. Surfaces are friable.
Decomposed	Resembles a soil. Partial or complete remnant rock structure may be present.

Rock Quality Designator (RQD)	
RQD, %	Rock Quality
90 - 100	Excellent
75 - 90	Good
50 - 75	Fair
25 - 50	Poor
0 - 25	Very poor

Joint, Bedding, and Foliation Spacing in Rock		
Spacing	Joints	Bedding/Foliation
< 2-inches	Very close	Very thin
2-inches - 1-foot	Close	Thin
1-foot - 3-feet	Moderately Close	Medium
3-feet - 10-feet	Wide	Thick
>10-feet	Very Wide	Very thick

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #6.  
 Department: Public Works  
 Date: December 16, 2019

**Agenda Item:** An Ordinance Authorizing Participation In And Execution Of A State Block Grant Agreement For Funding Airport Runway Improvements.

**Summary:** Attached is the State Block Grant Agreement for funding Design Runway 13/31 Reconstruction to remove the existing 5,000' x 100' asphalt runway and replacing with a 5,000' x 75' concrete runway with new threshold and new PAPI lights.

**Recommended**

**Action:** Approve this ordinance.

**Fund Name:** Transportation Trust

**Account Number:** 120.000.5415

**Available Budget \$:** \$647,000.00

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



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

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

**AN ORDINANCE AUTHORIZING PARTICIPATION IN AND EXECUTION OF A STATE BLOCK GRANT AGREEMENT FOR FUNDING AIRPORT RUNWAY IMPROVEMENTS.**

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

**SECTION ONE:** As part of the Airport Improvement Program the Missouri Highway and Transportation Commission has proposed a State Block Grant Agreement for funding Runway improvements at Omar N. Bradley airport as part of Project 19-034A-1.

**SECTION TWO:** Grant are funds are available in the amount of \$366,840.00 requiring a local match of \$40,760.00.

**SECTION THREE:** Attached hereto and incorporated herein is a Missouri Highways and Transportation Commission State Block Grant Agreement to complete the necessary improvements to Omar N. Bradley Airport which is hereby authorized by the city council and the City Manager or his designee is hereby authorized to execute the Agreement on behalf of the city.

**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 16th day of December 2019.

ATTEST:  
\_\_\_\_\_  
City Clerk

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

CCO FORM: MO04  
 Approved: 03/91 (KR)  
 Revised: 03/17 (MWH)  
 Modified:

Sponsor: City of Moberly  
 Project No. 19-034A-1  
 Airport Name: Omar N. Bradley

CFDA Number: CFDA #20.106  
 CFDA Title: Airport Improvement Program  
 Federal Agency: Federal Aviation Administration, Department of Transportation

## STATE BLOCK GRANT AGREEMENT

### SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

- State Block Grant Agreement
- Federal Authorization - Airport and Airway Improvement Act of 1982 (as amended)
- Project Description - Planning, Land/Easement Appraisals and Acquisitions, Surveying, Engineering Design, Construction

### SECTION II - STANDARD AGREEMENT ITEMS

1. PURPOSE
2. PROJECT TIME PERIOD
3. TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY
4. AMOUNT OF GRANT
5. AMOUNT OF MATCHING FUNDS
6. ALLOWABLE COSTS
7. WITHDRAWAL OF GRANT OFFER
8. EXPIRATION OF GRANT OFFER
9. FEDERAL SHARE OF COSTS
10. RECOVERY OF FEDERAL FUNDS
11. PAYMENT
12. ADMINISTRATIVE/AUDIT REQUIREMENTS
13. APPENDIX
14. ASSURANCES/COMPLIANCE
15. LEASES/AGREEMENTS
16. NONDISCRIMINATION ASSURANCE
17. CANCELLATION
18. VENUE
19. LAW OF MISSOURI TO GOVERN
20. WORK PRODUCT
21. CONFIDENTIALITY
22. NONSOLICITATION
23. DISPUTES
24. INDEMNIFICATION
25. HOLD HARMLESS
26. NOTIFICATION OF CHANGE
27. DURATION OF GRANT OBLIGATIONS
28. AMENDMENTS
29. PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS
30. ASSIGNMENT
31. BANKRUPTCY
32. COMMISSION REPRESENTATIVE
33. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

34. BAN ON TEXTING WHILE DRIVING
35. SUSPENSION AND DEBARMENT
36. SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER
37. REQUIRED FEDERAL PROVISIONS
38. EMPLOYEE PROTECTION FROM REPRISAL

#### SECTION III – PLANNING

39. AIRPORT LAYOUT PLAN
40. AIRPORT PROPERTY MAP
41. ENVIRONMENTAL IMPACT EVALUATION
42. EXHIBIT "A" PROPERTY MAP

#### SECTION IV - LAND/EASEMENT APPRAISALS AND ACQUISITIONS

43. RUNWAY PROTECTION ZONE

#### SECTION V - DESIGN

44. ENGINEER'S DESIGN REPORT
45. GEOMETRIC DESIGN CRITERIA
46. PLANS, SPECIFICATION AND ESTIMATES

#### SECTION VI – SPECIAL CONDITIONS

47. SPECIAL CONDITIONS

#### SECTION VII – GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility.

--Certificate of sponsor's attorney

Sponsor: City of Moberly  
Project No. 19-034A-1  
Airport Name Omar N. Bradley

CFDA Number: CFDA #20.106  
CFDA Title: Airport Improvement Program  
Federal Agency: Federal Aviation Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Moberly (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA") and the Federal Airport Improvement Program (hereinafter, "AIP").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described as follows:

Design Runway 13/31 Reconstruction;

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under the State Block Grant Program.

(2) PROJECT TIME PERIOD: The project period shall be from the date of execution by the Commission to September 30, 2020. The Commission's chief engineer may, for good cause as shown by the Sponsor in writing, extend the project time period.

(3) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: The Sponsor shall provide satisfactory evidence of title to all existing airport property and avigation

easements and address any and all encumbrances. Satisfactory evidence will consist of the Sponsor's execution of a Certificate of Title form provided by the Commission.

(4) AMOUNT OF GRANT: The initial amount of this grant is not to exceed Three Hundred Sixty-Six Thousand Eight Hundred Forty Dollars (\$366,840) for eligible preliminary project costs and/or land/easement acquisition. A grant amendment to cover the balance of eligible project costs will be provided after construction bids are received.

(A) The amount of this grant stated above represents ninety percent (90%) of eligible project costs.

(B) The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(5) AMOUNT OF MATCHING FUNDS: The initial amount of local matching funds to be furnished by the Sponsor is not to exceed Forty Thousand Seven Hundred Sixty Dollars (\$40,760).

(A) The amount of matching funds stated above represents ten percent (10%) of eligible project costs.

(B) The Sponsor warrants to the Commission that it has sufficient cash on deposit to provide the local matching funds identified above, as well as to cover one hundred percent (100%) of any ineligible items included in the scope of work.

(6) ALLOWABLE COSTS: Block grant funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable.

(7) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(8) EXPIRATION OF GRANT OFFER: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the December 16, 2019 or such subsequent date as may be prescribed in writing by the Commission.

(9) FEDERAL SHARE OF COSTS: Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations, policies and procedures as the Secretary of the United States Department of Transportation (hereinafter, "USDOT") shall practice. Final determination of the United States' share will be based upon the audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the federal share of costs.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps,

including litigation if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. The Sponsor shall return the recovered federal share, including funds recovered by settlement, order or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other effort taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission. For the purpose of this grant Agreement, the term "federal funds" means funds used or disbursed by the Sponsor that were originally paid pursuant to this or any other federal grant Agreement. The Sponsor must obtain the approval of the Commission as to any determination of the amount of the federal share of such funds.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph 11(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum federal (block grant) obligation stated in this Agreement or eighty-six percent (86%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission. The final ten percent (10%) of the maximum federal (block grant) obligation stated in this Agreement shall not be paid to the Sponsor until the Commission has received and approved all final closeout documentation for the project.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial, performance and other reports as required by the conditions of this grant, with the exception of the final audit report. This report shall be provided when the Sponsor's normal annual audit is completed.

(D) When force account or donations are used, the costs for land, engineering, administration, in-kind labor, equipment and materials, etc., may be submitted in letter form with a breakdown of the number of hours and the hourly charges for labor and equipment. Quantities of materials used and unit costs must also be included. All force account activity, donations, etc., must be pre-approved by the Commission to ensure eligibility for funding.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: This grant shall be governed by the administrative and audit requirements as prescribed in Title 49 CFR

Parts 18 and 90, respectively.

(A) If the Sponsor expends seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance, it is required to have an independent annual audit conducted in accordance with Title 2 CFR Part 200. A copy of the audit report shall be submitted to the Missouri Department of Transportation (hereinafter, "MoDOT") within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period. Subject to the requirements of Title 2 CFR Part 200, if the Sponsor expends less than seven hundred fifty thousand dollars (\$750,000) in a year, the Sponsor may be exempt from auditing requirements for that year, but records must be available for review or audit by applicable state and federal authorities.

(B) When the Sponsor's normal annual audit is completed, the Sponsor shall provide to the Commission a copy of an audit report that includes the disposition of all federal funds involved in this project.

(C) In the event a final audit has not been performed prior to the closing of the grant, the Commission retains the right to recover any appropriate amount of funding after fully considering interest accrued or recommendations on disallowed costs identified during the final audit.

(D) The Commission reserves the right to conduct its own audit of the Sponsor's records to confirm compliance with grant requirements and to ensure that all costs and fees are appropriate and acceptable.

(13) APPENDIX: An appendix to this Agreement is attached. The appendix consists of standards, forms and guidelines that the Sponsor shall use to accomplish the requirements of this Agreement. The appendix items are hereby provided to the Sponsor and incorporated into and made part of this Agreement.

(14) ASSURANCES/COMPLIANCE: The Sponsor shall adhere to the FAA standard airport Sponsor assurances, current FAA advisory circulars (hereinafter, "ACs") for AIP projects and/or the Commission's specifications, including but not limited to those as outlined in attached Exhibit 1. These assurances, ACs and the Commission's specifications are hereby incorporated into and made part of this Agreement. The Sponsor shall review the assurances, ACs, Commission's specifications and FAA Order 5190.6B entitled "FAA Airport Compliance Manual" dated September 30, 2009, included in the grant appendix, and notify the Commission of any areas of non-compliance within its existing facility and/or operations. All non-compliance situations must be addressed and a plan to remedy areas of non-compliance must be established before final acceptance of this project and before final payment is made to the Sponsor.

(15) LEASES/AGREEMENTS: The Sponsor shall ensure that its lease agreements provide for fair market value income and prohibit exclusive rights.

(A) Long term commitments (longer than 5 years) must provide for renegotiation of the leases'/agreements' terms and payments at least every five (5)

years.

(B) Leases/agreements shall not contain provisions that adversely affect the Sponsor's possession and control of the airport or interfere with the Sponsor's ability to comply with the obligations and covenants set forth in this grant Agreement.

(16) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) Civil Rights Statutes: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Sponsor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to



comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (16) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(17) CANCELLATION: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged

breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(19) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(20) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission shall remain the property of the Sponsor. However, Sponsor shall provide to the Commission a copy of magnetic discs that contain computer aided design and drafting (CADD) drawings and other documents generated under this grant. Information supplied by the Commission shall remain the property of the Commission. The Sponsor shall also supply to the Commission hard copies of any working documents such as reports, plans, specifications, etc., as requested by the Commission.

(21) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(22) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(23) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(24) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(25) HOLD HARMLESS: The Sponsor shall hold the Commission harmless from any and all claims for liens of labor, services or materials furnished to the Sponsor in connection with the performance of its obligations under this Agreement. Certification statements from construction contractors must be provided to ensure all workers, material suppliers, etc., have been paid.

(26) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Amy Ludwig, Administrator of Aviation  
Missouri Department of Transportation  
P.O. Box 270  
Jefferson City, MO 65102  
(573) 526-7912  
(573) 526-4709 FAX  
email: [Amy.Ludwig@modot.mo.gov](mailto:Amy.Ludwig@modot.mo.gov)

Sponsor: Mr. Tom Sanders, Public Works Director  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270  
(660) 263-4835  
(660) 263-9398 FAX  
Email: [tsanders@cityofmoberly.com](mailto:tsanders@cityofmoberly.com)

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

(27) DURATION OF GRANT OBLIGATIONS: Grant obligations are effective for the useful life of any facilities/equipment installed with grant funds as stipulated in attached Exhibit 1, but in any event not to exceed twenty (20) years. There shall be no limit on the duration of the assurance, referenced in paragraph B of said Exhibit 1 against exclusive rights or terms, conditions and assurances, referenced in paragraph B-1 of said Exhibit 1, with respect to real property acquired with federal funds. Paragraph (27) equally applies to a private sponsor. However, in the case of a private sponsor, the useful life for improvements shall not be less than ten (10) years.

(A) The financial assistance provided hereunder constitutes a grant to the Sponsor. Neither the Commission nor the FAA will have title to the improvements overed by this grant, as title to same shall vest in the Sponsor.

(B) For the period as specified in this Paragraph, the Sponsor becomes obligated, upon any sale or disposition of the airport or discontinuation of operation of the airport to immediately repay, in full, the grant proceeds or proportionate amount thereof based upon the number of years remaining in the original obligation to the Commission. The Commission and the Sponsor hereby agree that during said period, the property and improvements which constitute the subject airport are subject to sale, if necessary, for the recovery of the federal pro rata share of improvement costs should this Agreement be terminated by a breach of contract on the part of the Sponsor or should the aforementioned obligations not be met.

(C) In this Section, the term "any sale or disposition of the airport" shall mean any sale or disposition of the airport: (i) for a use inconsistent with the purpose for which the Commission's share was originally granted pursuant to this Agreement; or (ii) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption Agreement with the Sponsor with respect to the Sponsor's obligation under the instrument so that the transferee becomes obligated there under as if the transferee had been the original owner thereof.

(28) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.

(29) PROFESSIONAL SERVICES BY COMPETITIVE PROPOSALS: Contracts for professional services are to be procured by competitive proposals per federal procurement requirements (Title 49 CFR, Section 18.36). Requests for proposals/qualifications are to be publicly announced for services expected to cost more than one hundred thousand dollars (\$100,000) in the aggregate. Small purchase procedures (telephone solicitations or direct mail) may be used for services costing one hundred thousand dollars (\$100,000) or less. All professional services contracts are subject to review and acceptance by the Commission prior to execution by the Sponsor to ensure funding eligibility.

(30) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(31) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(33) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Sponsor shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(34) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

(A) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

(B) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(35) SUSPENSION AND DEBARMENT: Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

(B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

(36) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIVERSAL IDENTIFIER:

(A) Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Requirement for Data Universal Numbering System (hereinafter, "DUNS") Numbers:

1. The Sponsor that it cannot receive a subgrant unless it has provided its DUNS number to the Commission.

2. The Commission may not make a subgrant to the Sponsor unless it has provided its DUNS number to the Commission.

3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B

by telephone (currently 866-608-8220) or on the web (currently at <http://fedgov/dnb/com/webform>).

(37) REQUIRED FEDERAL PROVISIONS: The Sponsor shall incorporate all required federal contract provisions that apply to this Project in its contract documents.

(38) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

1. In accordance with 41 U.S.C. §4712, an employee of the Sponsor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (A)2, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;

- b. Gross waste of Federal funds;
- c. An abuse of authority relating to implementation or use of Federal funds;
- d. A substantial and specific danger to public health or safety; or
- e. A violation of law, rule, or regulation related to a Federal grant.

2. The persons and bodies to which a disclosure by an employee is covered are as follows:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Federal office or employee responsible for oversight of a grant program;
- e. A court or grand jury;
- f. A management office of the Sponsor; or
- g. A Federal or State regulatory enforcement agency.

(B) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by Paragraph (A) of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General for the U.S. Department of Transportation.

(C) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

(D) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are included under 41 U.S.C. §4712(b).

(E) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. §4712(c).

(39) AIRPORT LAYOUT PLAN: All improvements must be consistent with a current and approved Airport Layout Plan (hereinafter, "ALP"). The Sponsor shall

update and keep the ALP drawings and corresponding narrative report current with regard to the FAA Standards and physical or operational changes at the airport.

(A) ALP approval shall be governed by FAA Order 5100.38, entitled "Airport Improvement Program Handbook."

(B) If ALP updates are required as a result of this project, the Sponsor understands and agrees to update the ALP to reflect the construction to standards satisfactory to the Commission and submit it in final form to the Commission. It is further mutually agreed that the reasonable cost of developing said ALP Map is an allowable cost within the scope of this project.

(40) AIRPORT PROPERTY MAP: The Sponsor shall develop (or update), as a part of the ALP, a drawing which indicates how various tracts/parcels of land within the airport's boundaries were acquired (i.e., federal funds, surplus property, local funds only, etc.). Easement interests in areas outside the fee property line shall also be included. A screened reproducible of the Airport Layout Drawing may be used as the base for the property map.

(41) ENVIRONMENTAL IMPACT EVALUATION: The Sponsor shall evaluate the potential environmental impact of this project per FAA Order 5050.4B, entitled "National Environmental Policy Act Implementing Instructions for Airport Actions." Evaluation must include coordination with all resource agencies that have jurisdiction over areas of potential environmental impact and a recommended finding such as categorical exclusion, no significant impact, level of impact and proposed mitigation, etc.

(42) EXHIBIT "A" PROPERTY MAP: The Sponsor's existing Exhibit "A" Property Map dated October 17, 2008 will be updated as part of Project 18-034A-1. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the Commission and to submit it in final form to the Commission.

(43) RUNWAY PROTECTION ZONE: The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the Commission and the FAA, in the Runway Protection Zones:

(A) Existing Fee Title Interest in the Runway Protection Zone: The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly or other use in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map and the approved ALP, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(B) Existing Easement Interest in the Runway Protection Zone: The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or



misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

(C) Future Interest in the Runway Protection Zone: The Sponsor agrees that it will make every effort to acquire fee title or easement in the Runway Protection Zones for runways that presently are not under its control within five years of this grant agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the Commission and the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the Commission and the FAA.

(44) ENGINEER'S DESIGN REPORT: Prior to development of the plans and specifications, the Sponsor shall provide an engineer's report setting forth the general analysis and explanation of reasons for design choices. Said report shall include an itemized cost estimate, design computations, reasons for selections and modifications, comparison of alternatives, life cycle cost analysis, geotechnical report and any other elements that support the engineer's final plans and specifications.

(45) GEOMETRIC DESIGN CRITERIA: The Sponsor shall use the geometric design criteria promulgated by the FAA in the AC series and in FAA Orders. The Sponsor may request and receive approval for adaptation of said criteria where the FAA and the Commission concur that such adaptation is appropriate considering safety, economy and efficiency of operation.

(46) PLANS, SPECIFICATIONS AND ESTIMATES: The plans and construction specifications for this project shall be those promulgated by the FAA in the AC series and in FAA Orders.

(A) The plans shall include a safety plan sheet to identify work areas, haul routes, staging areas, restricted areas, construction phasing, shutdown schedule etc., and to specify the requirements to ensure safety during construction.

(B) The Sponsor shall submit all plans, specifications and estimates to the Commission for review and acceptance prior to advertising for bids for construction. The Commission and the Sponsor agree that the Commission approval of the Sponsor's Plans and Specifications is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior Commission approval for modifications to any AIP standards or to notify the Commission of any limitations to competition within the project;

2. The Commission's acceptance of a Sponsor's certification does not limit the Commission from reviewing appropriate project documentation for the

purpose of validating the certification statements; and

3. If the Commission determines that the Sponsor has not complied with their certification statements, the Commission will review the associated project costs to determine whether such costs are allowable under AIP.

(47) SPECIAL CONDITIONS: The following special conditions are hereby made part of this Agreement:

(A) Lobbying and Influencing Federal Employees: All contracts awarded by the Sponsor shall include the requirement for the recipient to execute the form entitled "CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS" included in the grant appendix.

This requirement affects grants or portions of a grant exceeding one hundred thousand dollars (\$100,000).

(B) Safety Inspection: The Sponsor shall eliminate all deficiencies identified in its most recent annual safety inspection report (FAA Airport Master Record Form 5010-1). If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies and shall include this plan with phased development as outlined in a current and approved airport layout plan.

(C) Grant Made on Preliminary Plans and Specifications and/or Estimates: The Sponsor understands and agrees that this grant is made and accepted upon the basis of preliminary plans, specifications and/or estimates. The parties agree that within 120 calendar days from the date of acceptance of this grant, the Sponsor shall furnish final plans and specifications to the Commission. Construction work shall not commence, and a contract shall not be awarded for the accomplishment of such work, until the final plans and specifications have been accepted by the Commission. Any reference made in this grant to plans and specifications shall be considered a reference to the final plans and specifications as accepted.

Since this grant is made on preliminary plans and specifications and/or estimates, the grant amount is subject to revision (increase or decrease) after actual project costs are determined through negotiations, appraisals and/or bids. The Sponsor agrees that said revision will be at the sole discretion of the Commission.

(D) Sponsor's Disadvantaged Business Enterprise (DBE) Program: When the grant amount exceeds two hundred fifty thousand dollars (\$250,000), the Sponsor hereby adopts the Commission's Disadvantaged Business Enterprise (hereinafter, "DBE") program that is incorporated into this grant agreement by reference. Only DBE firms certified by the Commission will qualify when considering DBE goal accomplishments.

(E) Disadvantaged Business Enterprise Required Statements:

(1) Policy: It is the policy of the USDOT that DBEs, as defined

in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

(2) Contract Assurance: The Commission and the Sponsor will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of Title 49 Code of Federal Regulations, Part 26 in the award and administration of any United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

(3) Federal Financial Assistance Agreement Assurance: The Commission and the Sponsor agree to and incorporate the following assurance into their day-to-day operations and into the administration of all USDOT-assisted contracts; where “recipient” means MoDOT and/or any MoDOT grantee receiving USDOT assistance:

“MoDOT and the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation-assisted contract or in the administration of the United States Department of Transportation’s DBE Program or the requirements of Title 49 Code of Federal Regulations, Part 26. The recipient shall take all necessary and reasonable steps under Title 49 Code of Federal Regulations, Part 26 to ensure nondiscrimination in the award and administration of United States Department of Transportation-assisted contracts. The recipient’s DBE Program, as required by Title 49 Code of Federal Regulations, Part 26 and as approved by the United States Department of Transportation, is incorporated by reference into this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the United States Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under Title 18 United States Code, Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (Title 31 United States Code, Section 3801 *et seq.*).”

The Commission and the Sponsor shall ensure that all recipients of USDOT-assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

(4) Prompt Payment: The Commission and the Sponsor shall require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Sponsor also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Sponsor and the Commission.

All contractors and subcontractors must retain records of all payments made or received for three (3) years from the date of final payment, and these records must be available for inspection upon request by any authorized representative of the Commission, the Sponsor or the USDOT. The Commission and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of the contract award.

The Commission and the Sponsor will perform audits of contract payments to DBE firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with section 34.057 RSMo.

(5) MoDOT DBE Program Regulations: The Sponsor, contractor and each subcontractor are bound by MoDOT's DBE Program regulations, located at Title 7 Code of State Regulations, Division 10, Chapter 8.

(F) Disadvantaged Business Enterprises—Professional Services: DBEs that provide professional services, such as architectural, engineering, surveying, real estate appraisals, accounting, legal, etc., will be afforded full and affirmative opportunity to submit qualification statements/proposals and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection for this project. The DBE goals for professional services will be determined by the Commission at the time each proposed service contract is submitted for the Commission's approval.

(G) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

(H) Design Grant: This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two years after design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan, a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the Commission has provided federal funding to complete design for the project, and the Sponsor has not completed the design within four years from the execution of this grant agreement, the Commission may suspend or terminate grants related to the design.

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF MOBERLY

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

Ordinance No. \_\_\_\_\_  
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF MOBERLY

\_\_\_\_\_  
Name of Sponsor's Attorney (typed)

\_\_\_\_\_  
Signature of Sponsor's Attorney

Date \_\_\_\_\_

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #7.  
 Department: Public Works  
 Date: December 16, 2019

**Agenda Item:** An Ordinance Authorizing The City Manager To Execute A Cooperative Agreement For Sidewalk Construction.

**Summary:** The City has agreed to participate in the cost if the group raises at least half of the necessary funds. These roads are narrow and there are many students that walk the area daily throughout the school year. We are hopeful that you understand the benefit of this sidewalk and support this much needed safety improvement. This agreement is to between Shepherd Family, NEMO and the City of Moberly for funding the sidewalk project between Quail Haven on KWIX Rd. and the railroad tracks on Pig n Bun Rd on the north side.

Attached is the agreement.

**Recommended**

**Action:** Approve this ordinance.

**Fund Name:** N/A

**Account Number:** N/A

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

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

**COOPERATIVE AGREEMENT FOR SIDEWALK CONSTRUCTION**

**STREET NAME CHANGE**

THIS COOPERATIVE AGREEMENT FOR SIDEWALK CONSTRUCTION AND STREET NAME CHANGE (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2019 by and between the CITY OF MOBERLY, a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the "City"); the Northern Missouri Community Foundation, a Missouri nonprofit corporation, (hereinafter "NOMO") and the Evelyn M. Shepherd Family Partnership, L.P., a Missouri Limited Partnership, ("Shepherd").

**RECITALS**

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with any private person, firm, association or corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality.

B. The City and Shepherd desire to construct a sidewalk on the north side of KWIX Road from Quail Haven to S. Morley and along the north side of Pig-N-Bun road from S. Morley to the railroad tracks.

C. Shepherd (and other community partners) have donated funds to NOMO which combined with City funds will be enough to complete the sidewalk construction. NOMO agrees to pass the donated funds, in the amount of Thirty Thousand Dollars (\$30,000.00) along to the city to offset sidewalk construction costs.

D. In exchange for its participation in the raising of funds for the sidewalk construction Shepherd desires to rename KWIX Road and Pig-N-Bun Road as Shepherd's Boulevard provided the process for changing a street name provided for by City Code is successfully completed.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

**1. The Project.** The City agrees to complete the installation of a sidewalk on the north side of KWIX Road from Quail Haven to S. Morley, and along the north side of Pig-N-Bun Road from S. Morley to the railroad tracks upon the donation of \$30,000.00 from NOMO to the City. The sidewalk will be constructed according standards established by the City. The City will manage all aspects of the construction project. The City's participation in this project is contingent upon the contribution from NOMO.



**2. Street Name Change.** Shepherd’s participation in this project is contingent upon the City renaming KWIX Road and Pig-N-Bun Road as Shepherd’s Boulevard. The City Code provides for changing the name of existing roads at Section 36-40. The process for changing a street name begins with the city council passing a Resolution to change the name and publishing that Resolution for one week in a local paper. If within four (4) weeks after publication the majority of residents along the street have not objected, the City Council may adopt the name change by Ordinance. The City will initiate the name change process at its December 2, 2019 Regular Council meeting.

**3. The Contribution.** NOMO is actively accepting contributions for the sidewalk project from various community partners. NOMO will be obligated to pass those contributions along to the City upon the City adopting an Ordinance granting the street name change to Shepherd’s Boulevard. Sheperd agrees to donate Twenty Thousand Dollars (\$20,000.00) to NOMO for the sidewalk construction project.

**5. Transfer or Assignment.** This Agreement shall not be assignable, transferable or delegable by any party without the written consent of the other party.

**6. No Waiver of Sovereign Immunity; Limited Public Liability; No Personal Liability.** 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 officials, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to Shepherd or NOMO or any successor, assign, heir or personal representative of Shepherd or NOMO in respect of any suit, claim, or cause of action arising out of this Agreement and Shepherd and NOMO hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to or the successors, assigns, heirs or personal representatives of Shepherd or NOMO in the event of any default or breach by any party under this Agreement.

**7. Default/Remedies.** If the street name change Ordinance is not passed by the City or if Shepherd does not make its \$20,000.00 contribution to NOMO or if NOMO fails to make its \$30,000.00 pass through payment to the City then this Agreement shall be terminated and no party hereto will be obligated to perform any of the duties described herein.

**8. Notices.** Any Notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

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

If to the Shepherd:

If to NOMO:

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

**9. Entire Agreement; Amendment.** The parties agree that this Agreement constitutes the entire agreement between them and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties and when authorized and approved by the Moberly City Council.

**10. Relationship of the Parties; No Third Party Right.** Nothing contained in this Agreement nor any act of Shepherd or NOMO or the City shall be deemed or construed to create a partnership or agency relationship between the parties, or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

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

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

**13. Choice of Law; Venue.** This Agreement and its performance shall be governed by and construed by the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suite in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in the Federal District Court for the Eastern District of Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

**14. Execution; Counterparts.** Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the City, Shepherd and NOMO have each caused this Agreement to be executed in multiple original counterparts in their respective names and attested to as of the date first above written.

**CITY OF MOBERLY, MISSOURI**  
(the "City")

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
D.K. Galloway, City Clerk

**Evelyn M. Shepherd Family Partnership, L.P.**

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

**Northern Missouri Community Foundation**

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

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #8.  
 Department: Public Works  
 Date: December 16, 2019

**Agenda Item:** An Ordinance Authorizing The Mayor To Execute An Amendment To Cooperative Agreement With JKKJ 923 S Morley Properties, LLC.

**Summary:** Amendment is being made to Section 2 of the agreement. Developer shall build an 8' fence along north and east side of the main concrete floor and tie into the wall and use as part of the perimeter. The fence on the north will have a gate wide enough to drive through in preparation for RV storage. The windows in the existing wall will be filled with metal panels painted a neutral color. The fence must be approved by the Board of Adjustment.

**Recommended**

**Action:** Approve this ordinance.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO COOPERATIVE AGREEMENT WITH JKKJ 923 S MORLEY PROPERTIES, LLC.**

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

**SECTION ONE:** On October 15, 2018 this Council approved a Cooperative Agreement with JKKJ 923 S Morley Properties, LLC (“JKKJ”) and said Agreement was executed on February 19, 2019.

**SECTION TWO:** JKKJ desires to amend the Agreement to save portions of the building which were to be totally demolished.

**SECTION THREE:** The City agrees to amend the Agreement in accordance with the attached Amendment to Cooperative Agreement and hereby authorizes to the Mayor to execute the Amendment on behalf of the City

**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 16th day of December, 2019.

**ATTEST:**

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

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

**AMENDMENT TO COOPERATIVE AGREEMENT**

THIS AMENDMENT TO COOPERATIVE AGREEMENT (this “Amendment”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF MOBERLY, MISSOURI, a city of the third class and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “City”) and JKKJ 923 S MORLEY PROPERTIES, LLC, a Missouri Limited Liability Company having a principal office at 4222 East Highway 24, Moberly, Missouri 65270 (the “Developer”).

**RECITALS**

**A.** City and Developer (the “Parties”) entered into a Cooperative Agreement (the “Agreement”) dated February 19, 2019 concerning the development of two parcels of improved real property located in the City and known and numbered as 923 South Morley Street and on East McKinsey Street.

**B.** The Developer has made significant strides toward completing that portion of the Agreement regarding demolition of the building depicted on Exhibit B to the Agreement but is now desirous of amending portions of **Section 2** of the Agreement.

**AMENDMENT**

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant and agree to the following amendments to **Section 2** of the Agreement:

**Section 1. Remaining Structure.** The former Toastmaster building except for the west wall that parallels the railroad track and the steel rafters that remain on the south end of the building has been demolished. Developer shall retain these remaining structures for the following purposes:  
a. The west wall shall remain standing as a sound barrier.  
b. The steel rafters shall be covered with metal to store steel inventory.

**Section 2. Additional Use of Remaining Structure.** Developer shall build an 8’ fence along north and east side of the main concrete floor and tie into the wall and use as part of the perimeter. The fence on the north will have a gate wide enough to drive through in preparation for RV storage. The windows in the existing wall will be filled with metal panels painted a neutral color. The fence must be approved by the City’s Board of Adjustment.

**Section 3. Time for Completion.** Completion of the items set forth in Section 2 of this Amendment shall be completed within one year of the execution of this Amendment.

**Section 4. Payment.** The City shall pay Developer \$30,000.00 of the \$35,000.00 called for in the Agreement upon execution of this Amendment. The remaining \$5,000.00 shall be paid upon completion of the items set forth in Section 2 of this Amendment.

**Section 5. Further Terms and Conditions.** All terms, conditions and agreements of the

Agreement not specifically amended herein shall remain in full force and effect.

**Section 6. Execution; Counterparts.** Each person executing this Amendment in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Amendment may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the Parties hereto, notwithstanding that both Parties may not have executed the same counterpart.

IN WITNESS WHEREOF, the City and the Developer have each caused this Agreement to be executed in their respective names and attested to as of the date first above written.

**CITY OF MOBERLY, MISSOURI**  
(the "City")

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

ATTEST:

By: \_\_\_\_\_  
D.K. Galloway, CMC MRCC, City Clerk

**JKKY 923 S MORLEY PROPERTIES, LLC**  
(the "Developer")

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

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

# City of Moberly City Council Agenda Summary

Agenda Number: #9.  
 Department: Public Utilities  
 Date: December 16, 2019

**Agenda Item:** An Ordinance Calling an Election in the City of Moberly, Missouri

**Summary:** The Utilities Department has identified projects that total approximately \$18,000,000 for the purpose of acquiring, constructing, improving and extending its combined waterworks and sewerage system (the “Project”). The proposed projects include

Lift station updates / construction	\$6,500,000
Sewer rehab and repair	\$2,300,000
WWTF Upgrades	\$2,200,000
Water main repairs/replacement	\$6,500,000
Water Plant updates	\$500,000

and to evidence such borrowing by the issuance of combined waterworks and sewerage system revenue bonds of the City (the “Bonds”) in the amount of \$18,000,000, and to continue the imposition of the existing capital improvement sales tax to extend, improve, operate and maintain its combined waterworks and sewerage system (the “System”). The bonds will be issued as projects are developed and designed over a period of approximately 5-10 years. It is anticipated that the current revenues from the capital improvements sales taxes and the recently approved rate increases will allow for the repayment of the debt service.

**Recommended**

**Action:** Approve this ordinance.

**Fund Name:** N/A

**Account Number:** EnterTextHere

**Available Budget \$:** EnterTextHere

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



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

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

**AN ORDINANCE CALLING AN ELECTION IN THE CITY OF MOBERLY, MISSOURI.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, AS FOLLOWS:**

**Section 1.** The City Council finds it necessary and hereby declares its intent to borrow \$18,000,000 for the purpose of acquiring, constructing, improving and extending its combined waterworks and sewerage system (the “Project”) and to evidence such borrowing by the issuance of combined waterworks and sewerage system revenue bonds of the City (the “Bonds”) in the amount of \$18,000,000, and to continue the imposition of the existing capital improvement sales tax to extend, improve, operate and maintain its combined waterworks and sewerage system (the “System”).

**Section 2.** An election is hereby ordered to be held in the City of Moberly, Missouri on April 7, 2020, on the following questions:

**QUESTION 1**

**Shall the City of Moberly, Missouri, be authorized to continue to impose a capital improvement sales tax until December 31, 2059 in an amount of one-half of one percent on all retail sales that are subject to taxation for the purpose of extending, improving, operating and maintaining its water and sewer systems?**

**QUESTION 2**

**Shall the City of Moberly, Missouri, issue its combined waterworks and sewerage system revenue bonds in the amount of \$18,000,000 for the purpose of acquiring, constructing, improving and extending its combined waterworks and sewerage system, the cost of operation and maintenance of said combined waterworks and sewerage system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its combined waterworks and sewerage system, including all future extensions and improvements thereto?**

**Section 3.** The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

**Section 4.** The City Clerk is hereby authorized and directed to notify the County Clerk of Randolph County, Missouri of the adoption of this Ordinance no later than 4:00 P.M. on January 28, 2020, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

**Section 5.** The City expects to make expenditures on and after the date of adoption of this Ordinance in connection with the Project, and the City intends to reimburse itself for such expenditures with the proceeds of the Bonds. The maximum principal amount of the Bonds to be issued for the Project is \$18,000,000.

**Section 6.** This Ordinance shall be in full force and effect from and after its passage.

**PASSED** by the City Council this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

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

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

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

**NOTICE OF ELECTION**

**CITY OF MOBERLY, MISSOURI**

Notice is hereby given to the qualified voters of the City of Moberly, Missouri that the City Council has called an election to be held in the City on April 7, 2020, commencing at 6:00 A.M. and closing at 7:00 P.M., on the questions contained in the following sample ballot:

**OFFICIAL BALLOT  
CITY OF MOBERLY, MISSOURI**

**APRIL 7, 2020**

**QUESTION 1**

**Shall the City of Moberly, Missouri, be authorized to continue to impose a capital improvement sales tax until December 31, 2059 in an amount of one-half of one percent on all retail sales that are subject to taxation for the purpose of extending, improving, operating and maintaining its water and sewer systems?**

**QUESTION 2**

**Shall the City of Moberly, Missouri, issue its combined waterworks and sewerage system revenue bonds in the amount of \$18,000,000 for the purpose of acquiring, constructing, improving and extending its combined waterworks and sewerage system, the cost of operation and maintenance of said combined waterworks and sewerage system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its combined waterworks and sewerage system, including all future extensions and improvements thereto?**

The election will be held at the following polling places in the City:

**PRECINCT**

**POLLING PLACE**

_____	_____
_____	_____

DATED: \_\_\_\_\_, 2020.

\_\_\_\_\_  
County Clerk of Randolph County, Missouri

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #10.  
 Department: Public Utilities  
 Date: December 16, 2019

**Agenda Item:** An Ordinance Authorizing The City Manager To Execute Three Sewer Service User Agreements

**Summary:** This resolution allows the City to enter into a user agreement with the three private sewer lagoons (Heritage Hills Golf Course, Moberly MO MHP, LLC, and Fox Hollow Mobile Home Park). Having the agreements in place when the grant application is submitted will help the City score higher in priority points for funding.

**Recommended**

**Action:** Approve the ordinance

**Fund Name:** N/A

**Account Number:**

**Available Budget \$:**

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

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

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THREE SEWER SERVICE USER AGREEMENTS.**

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

**SECTION ONE:** The City of Moberly (“City”) will make application for a grant to finance connecting the City of Huntsville and three private sewer lagoons to the City sewer treatment system and one factor which will favorably impact the City’s application is to have in place sewer user agreements with the City of Huntsville and the three private sewer users.

**SECTION TWO:** The City has negotiated Sewer Service User Agreements (the “Agreements”) with the Moberly, Missouri Public Building Corporation (on behalf of the Heritage Hills Golf Course), with C and DO Property Management, LLC (Fox Hollow Trailer Park) and with Moberly MO MHP, LLC for the construction of sewer mains and lift stations and for the decommissioning of the existing sewer lagoons.

**SECTION THREE:** The Agreements also call for payment of a retail volume charge of \$0.99225 per 100 gallons of sewage measured by a sewer master meter which is the current rate for in-town users set by this Council on March 4, 2019. These retail users will continue to pay the in-town rates during the twenty (20) year term of the Agreements.

**SECTION FOUR:** Attached hereto are the Agreements as described above which said Agreements and the terms thereof are hereby authorized and approved and Brian Crane, the Moberly City Manager, is hereby authorized and directed to execute the Agreements on behalf of the City once said Agreements have been executed by the respective sewer users.

**SECTION FIVE:** 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 16th day of December, 2019.

**ATTEST:**

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

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

**SEWER SERVICE USER AGREEMENT**

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Moberly, Missouri, a Municipal Corporation located in Randolph County, Missouri, (hereinafter referred to as “the City”) and Moberly, Missouri, Public Building Corporation, a Missouri Nonprofit Corporation (hereinafter referred to as “the Owner”):

WHEREAS, the City is the owner and operator of a public sewer system with capacity to provide sewerage service to Owner; and

WHEREAS, the Owner owns a public golf course located outside the city limits of the City and requests that the City provide it sewer service upon the terms and conditions provided herein.

OWNER’S PROPERTY SERVICED BY CITY

The real estate owned by the Owner and to be serviced by the City is described on the attached Exhibit 1 (hereinafter referred to as the “property”). All buildings located on the property with sewer hookups will remain connected to the City’s collection facility during the term of this Agreement. No other sewer treatment facility will be established on the property during the term of this Agreement. The Owner must ensure that any new sewer users locating on the property will be required to connect to the City’s collection facility.

SEWER INFRASTRUCTURE OPERATION AND MAINTENANCE

The City will establish a force sewer main to access the Owner’s property. A sewer line will collect sewerage from a lift station to be built near the Owner’s existing sewer lagoon and connect with the City’s sewer main. The cost of construction of the lift station will be borne by the City. The cost of installing sewer lines from the City’s sewer main to lift station will be borne by the City. Once constructed the lift station will be deeded in fee simple to the City with the City being responsible for operation and maintenance of the station. The Owner will convey a perpetual easement to the City for maintenance and repair of the sewer line.

The location and description of the real estate for the lift station will be determined during the design of the project. Generally, the lift station will be located near the existing lagoon or collection area and will be approximately 40 feet by 40 feet in dimension. A surveyed description will be used to prepare the deed from the Owner to the City for transfer of title. The description of the perpetual easement for maintenance and repair of the forced sewer main/line will be determined during the design of the project. A surveyed description of the easement location will be used to prepare an easement for transfer to the City.

The existing sewer lagoon operated by the Owner will be decommissioned, at the City’s expense, according to the lagoon closure procedures and notification rules of the Missouri Department of Natural Resources (the “Department”). The Owner will maintain their existing collection system.

The design, construction, operation, maintenance, dedication and all matters arising as a result of the design and construction of said sewer line, lift station and all infrastructure shall be carried out in full accordance with the provisions of the City’s City Code.

USER RATES AND FEES

The City will maintain a master meter at the lift station which will be the basis for billing the Owner for sewer service. The sewer service charges are for the collection, treatment, and disposal of the wastewater (sewage) as well as the costs of maintaining and operating the collection system. It is a fee, not a tax, because it is based upon the number of gallons treated.

The Owner agrees to pay a deposit of \$\_\_\_\_\_ to the City to guarantee payment of sewer bills.

The Owner agrees to pay a retail volume charge of \$0.99225 per 100 gallons of sewage measured by the master meter. This charge was established by the Moberly City Council (the "Council") by Ordinance No. 9499 (the "Ordinance") on March 4, 2019 as the fee charged to in-town sewer users. The Owner agrees to pay future sewer fees according to the schedule of fees adopted by the Council. In addition, the Owner agrees to pay a monthly sewer connection fee according to the Ordinance which, for example, is currently \$26.00 for a 2" line. The Owner agrees to pay future sewer connection fees according to the Ordinance.

In the event service to the Owner is terminated, the deposit shall be applied to any unpaid balance then owing on the Owner's account, and the balance mailed to the Owner. The Owner agrees to pay for such sewer service at such rates, time and place as shall be determined by the City. The Parties agree to review and negotiate sewer rates every three (3) years to consider issues which may impact rates such as I & I, other maintenance costs, capital costs, capacity, possible changes in the Owner's use of the property, payment history, and regulatory compliance history.

User charges shall be billed by the City of Huntsville as part of the Owner's water billings. Additional fees such as late fees, returned payment fees and interest charges will be assessed according to the terms of service with the City of Huntsville.

TERM

The term of this Agreement shall be twenty (20) years. The parties hereto agree that this Agreement shall constitute the entire agreement between them and no other agreements or representations other than those contained in the Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties. The failure of any party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

ANNEXATION

It is the policy and practice of the City that all persons who become utility customers of the city enter into a Pre-Annexation Agreement with the City if such persons are located outside of the city limits. In exchange for the City's agreement to allow the Owner to connect their property to one or more of the City's utility systems the Owner, on behalf of themselves, their heirs and assigns agree to



the terms of the attached Pre-Annexation Agreement. The Owner agrees to execute the agreement at the time of execution of this Agreement in the form attached hereto as Exhibit 2.

INFILTRATION AND INFLOW

Owner agrees to maintain and operate its collection system in accordance with the water and sewer ordinances and regulations of the City. It shall be the Owner’s responsibility to maintain the collection lines in good operating condition, i.e., clear of obstruction, defects, or blockage. If the City can provide evidence of excessive infiltration or inflow it may require the Owner to repair the line, eliminate the infiltration or inflow or take such actions necessary to correct the problem. If the Owner fails to correct the problem within a reasonable time, the City may disconnect service after proper notice. The City may charge for all labor, material, equipment and other costs necessary to repair or replace all equipment causing the infiltration or inflow.

Owner understands that the collection and disposal of storm waters or run off waters may not be diverted into or drained into the City’s collection system. No grease, oil, solvent, paint or other toxic chemical compound may be diverted into or drained into the City’s collection system.

COMPLIANCE AND REPORTING RESPONSIBILITIES

The City will maintain the lift station and force main including the connection of the pump station to the joint force main from Huntsville. The Owner shall maintain their collection system. The City will maintain the master meter at the lift station. The City and the Owner each agree to be responsible for notifying the Department of sanitary sewer overflows and correcting the overflow. The Owner agrees to notify the City of any notifications it may make to the Department so the City may track the overflow. If the sanitary sewer overflow is not remedied promptly, the City reserves the right to contract the work to correct the issue, or to correct the issue with City staff and bill the Owner for the cost of remedy. Payment of remedy costs shall be paid within thirty (30) days of invoice.

INDEMNITY AND IMMUNITY

The Owner shall save harmless and indemnify the City, and its agents, employees, elected officials and representatives from and against any and all claims, damages, losses, suits, and actions of whatever nature, including attorney’s fees, arising or resulting from the design, installation, construction, reconstruction, operation, maintenance, repair, replacement or removal of the sanitary sewer, or use of the sewer easement therefore.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s sovereign immunity.

GRANT CONTINGENCY

The City is in the process of applying for grant funds through a program offered by the Department entitled “Clean Water State Revolving Fund Regionalization Grant” to finance the wastewater improvements contemplated in this Agreement. The grant program provides an incentive to construct connections for small struggling facilities. If the City does not receive the maximum grant

funds for which it is applying, then this Agreement shall be void. No action shall be taken toward implementing this Agreement until a determination is received by the City for its grant application.

#### MISCELLANEOUS PROVISIONS

CONSENT. Pursuant to the terms of certain Purchase Agreement between the City and Heritage Hills Golf Course, LLC (“Heritage”) no material alterations, modifications or improvements to the property will be permitted without first obtaining Heritage’s written consent. In the event such consent is not obtained then this Agreement shall be void.

FURTHER ASSISTANCE. The City and the Owner each agree to take such actions and execute such documents and instruments as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

SURVIVAL; SEVERABILITY. Any provisions of this Agreement that by their terms provide for or contemplate obligations or duties of a party that are to extend beyond the expiration or termination of this Agreement shall survive such expiration or termination of this Agreement for any reason. The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

BINDING EFFECT. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the City and the Owner and their respective successors and permitted assigns.

EXECUTION; COUNTERPARTS. Each person executing this Agreement in a representative capacity warrants and represents that they have authority to do so, and upon request by another party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY OF MOBERLY  
(the "City")**

By: \_\_\_\_\_  
Brian Crane, City Manager

**ATTEST:**

\_\_\_\_\_  
D.K. Galloway, CMC/MRCC, City Clerk

**Moberly, Missouri Public Building Corporation  
(the "Owner")**

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

**ATTEST:**

\_\_\_\_\_  
Secretary

**SEWER SERVICE USER AGREEMENT**

This Agreement is made and entered into as of this 16<sup>th</sup> day of Dec, 2019 by and between the City of Moberly, Missouri, a Municipal Corporation located in Randolph County, Missouri, (hereinafter referred to as "the City") and C and DO Property Management, LLC, a Missouri Limited Liability Company (hereinafter referred to as "the Owner"):

WHEREAS, the City is the owner and operator of a public sewer system with capacity to provide sewerage service to Owner; and

WHEREAS, the Owner owns a mobile home park outside the city limits of the City and requests that the City provide it sewer service upon the terms and conditions provided herein.

OWNER'S PROPERTY SERVICED BY CITY

The real estate owned by the Owner and to be serviced by the City is described on the attached Exhibit 1 (hereinafter referred to as the "property"). All persons residing on the property will remain connected to the City's collection facility during the term of this Agreement. No other sewer treatment facility will be established or used by any person residing on the property during the term of this Agreement. The Owner must ensure that any new residents or sewer users locating on the property will be required to connect to the City's collection facility.

SEWER INFRASTRUCTURE OPERATION AND MAINTENANCE

The City will establish a force sewer main to access the Owner's property. A sewer line will collect sewerage from a lift station to be built near the Owner's existing sewer lagoon and connect with the City's sewer main. The cost of construction of the lift station will be borne by the City. The cost of installing sewer lines from the City's sewer main to lift station will be borne by the City. Once constructed the lift station will be deeded by permanent utility easement to the City with the City being responsible for operation and maintenance of the station. The Owner will convey a perpetual easement to the City for maintenance and repair of the sewer line.

The location and description of the real estate for the lift station will be determined during the design of the project. Generally, the lift station will be located near the existing lagoon or collection area and will be approximately 40 feet by 40 feet in dimension. A surveyed description will be used to prepare the deed from the Owner to the City for transfer of the permanent utility easement. The description of the perpetual easement for maintenance and repair of the forced sewer main/line will be determined during the design of the project. A surveyed description of the easement location will be used to prepare an easement for transfer to the City.

The existing sewer lagoon operated by the Owner will be decommissioned, at the Owner's expense, according to the lagoon closure procedures and notification rules of the Missouri Department of Natural Resources (the "Department"). The Owner will maintain their existing collection system.

The design, construction, operation, maintenance, dedication and all matters arising as a result of the design and construction of said sewer line, lift station and all infrastructure shall be carried out in full accordance with the provisions of the City's City Code.

USER RATES AND FEES

The City will maintain a master meter at the lift station which will be the basis for billing the Owner for sewer service. The sewer service charges are for the collection, treatment, and disposal of the wastewater (sewage) as well as the costs of maintaining and operating the collection system. It is a fee, not a tax, because it is based upon the number of gallons treated.

The Owner agrees to pay a deposit of \$ 920.00 to the City to guarantee payment of sewer bills.

The Owner agrees to pay a retail volume charge of \$0.99225 per 100 gallons of sewage measured by the master meter. This charge was established by the Moberly City Council (the "Council") by Ordinance No. 9499 (the "Ordinance") on March 4, 2019 as the fee charged to in-town sewer users. The Owner agrees to pay future sewer fees according to the schedule of fees adopted the Council. In addition, the Owner agrees to pay a monthly sewer connection fee according to the Ordinance which, for example, is currently \$26.00 for a 2" line. The Owner agrees to pay future sewer connection fees according to the Ordinance.

In the event service to the Owner is terminated, the deposit shall be applied to any unpaid balance then owing on the Owner's account, and the balance mailed to the Owner. The Owner agrees to pay for such sewer service at such rates, time and place as shall be determined by the City. The Parties agree to review and negotiate sewer rates every three (3) years to consider issues which may impact rates such as I & I, other maintenance costs, capital costs, capacity, possible changes in the Owner's use of the property, payment history and regulatory compliance history.

User charges shall be billed by the City of Huntsville as part of the Owner's water billings. Additional fees such as late fees, returned payment fees and interest charges will be assessed according to the terms of service with the City of Huntsville.

TERM

The term of this Agreement shall be twenty (20) years. The parties hereto agree that this Agreement shall constitute the entire agreement between them and no other agreements or representations other than those contained in the Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties. The failure of any party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

ANNEXATION

It is the policy and practice of the City that all persons who become utility customers of the city enter into a Pre-Annexation Agreements with the City if such persons are located outside of the city limits. In exchange for the City's agreement to allow the Owner to connect their property to one or more of the City's utility systems the Owner, on behalf of themselves, their heirs and assigns agree to

ANNEXATION

It is the policy and practice of the City that all persons who become utility customers of the city enter into a Pre-Annexation Agreements with the City if such persons are located outside of the city limits. In exchange for the City's agreement to allow the Owner to connect their property to one or more of the City's utility systems the Owner, on behalf of themselves, their heirs and assigns agree to the terms of the attached Pre-Annexation Agreement. The Owner agrees to execute the agreement at the time of execution of this Agreement in the form attached hereto as Exhibit 2.

INFILTRATION AND INFLOW

Owner agrees to maintain and operate its collection system in accordance with the water and sewer ordinances and regulations of the City. It shall be the Owner's responsibility to maintain the collection lines in good operating condition, i.e., clear of obstruction, defects, or blockage. If the City can provide evidence of excessive infiltration or inflow it may require the Owner to repair the line, eliminate the infiltration or inflow or take such actions necessary to correct the problem. If the Owner fails to correct the problem within a reasonable time, the City may disconnect service after proper notice. The City may charge for all labor, material, equipment and other costs necessary to repair or replace all equipment causing the infiltration or inflow.

Owner understands that the collection and disposal of storm waters or run off waters may not be diverted into or drained into the City's collection system. No grease, oil, solvent, paint or other toxic chemical compound may be diverted into or drained into the City's collection system.

COMPLIANCE AND REPORTING RESPONSIBILITIES

The City will maintain the lift station and force main including the connection of the pump station to the joint force main from Huntsville. The Owner shall maintain their collection system. The City will maintain the master meter at the lift station. The City and the Owner each agree to be responsible for notifying the Department of sanitary sewer overflows and correcting the overflow. The Owner agrees to notify the City of any notifications it may make to the Department so the City may track the overflow. If the sanitary sewer overflow is not remedied promptly, the City reserves the right to contract the work to correct the issue, or to correct the issue with City staff and bill the Owner for the cost of remedy. Payment of remedy costs shall be paid within thirty (30) days of invoice.

INDEMNITY AND IMMUNITY

The Owner shall save harmless and indemnify the City, and its agents, employees, elected officials and representatives from and against any and all claims, damages, losses, suits, and actions of whatever nature, including attorney's fees, arising or resulting from the design, installation, construction, reconstruction, operation, maintenance, repair, replacement or removal of the sanitary sewer, or use of the sewer easement therefore.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

GRANT CONTINGENCY

The City is in the process of applying for grant funds through a program offered by the Department entitled "Clean Water State Revolving Fund Regionalization Grant" to finance the wastewater improvements contemplated in this Agreement. The grant program provides an incentive to construct connections for small struggling facilities. If the City does not receive the maximum grant funds for which it is applying, then this Agreement shall be void. No action shall be taken toward implementing this Agreement until a determination is received by the City for its grant application.

MISCELLANEOUS PROVISIONS

**FURTHER ASSISTANCE.** The City and the Owner each agree to take such actions and execute such documents and instruments as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

**SURVIVAL; SEVERABILITY.** Any provisions of this Agreement that by their terms provide for or contemplate obligations or duties of a party that are to extend beyond the expiration or termination of this Agreement shall survive such expiration or termination of this Agreement for any reason. The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

**BINDING EFFECT.** Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the City and the Owner and their respective successors and permitted assigns.

**EXECUTION; COUNTERPARTS.** Each person executing this Agreement in a representative capacity warrants and represents that they have authority to do so, and upon request by another party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY OF MOBERLY  
(the "City")**

By: \_\_\_\_\_  
Brian Crane, City Manager

**ATTEST:**

\_\_\_\_\_  
D.K. Galloway, CMC/MRCC, City Clerk

**C and DO Property Management, LLC  
(the "Owner")**

By:  



PRE-ANNEXATION AGREEMENT

This AGREEMENT is entered into this 14 day of December, 20\_\_, by and between the City of Moberly, Missouri (hereinafter "City") and C& DO Property Management II, LLC (hereinafter "Owners") on the following terms, conditions and covenants:

1. Owners represent that they are the fee simple owners of the following described real property located in Randolph County, Missouri:

Begin at a point 515.7 feet North 2 degrees 20 minutes East of Northeast corner of Section 4 Township 53, Range 14, thence 120 feet North 2 degrees 20 minutes East, thence 363 feet North 89 degrees 14 minutes West, thence 114 feet North 2 degrees 20 minutes East, thence 363 feet South 89 degrees 14 minutes East, thence 90 feet North 2 degrees 20 minutes East, thence 150 feet North 89 degrees West, thence 80 feet North 2 degrees 20 minutes East, thence 150 feet South 69 degrees East, thence 215.3 feet more or less, thence North 2 degrees 20 minutes East to South right of way line of Highway 24, thence 651 feet North 55 degrees West, thence 215 feet Southerly, thence 75 feet Southwesterly, thence 50 feet Westerly, thence 743 feet, more or less South, thence 625 feet East to the point of beginning, EXCEPT that part conveyed in Warranty Deed recorded April 19, 1990, in Book 172H at Page 111, being a part of Southeast Quarter of Section 33, Township 54 North, Range 14 West.

2. The mailing address of the above described real property (hereinafter "property") is as follows:  
2726 Highway JJ, Moberly, MO 65270

3. The property is contiguous to the corporate city boundaries of Moberly, Missouri.

4. In exchange for the City's agreement to allow Owners to connect their property to one or more of the City's utility systems at rates paid by City residents, the Owners, on behalf of themselves, their heirs and assigns, do hereby convey unto the City the irrevocable and perpetual right to file on their behalf a Voluntary Petition of Annexation at any time the City may choose.

5. Owners shall become utility customers of the City and shall pay all fees and charges established by the City in conformity with the City Code. All utility lines and appurtenances serving Owner's property shall be located within standard utility easements dedicated to the public use and constructed in compliance with City regulations and standards. Construction of the utility lines and appurtenances shall be inspected by the City as though the property were within the City limits and shall be subject to City approval. The utility lines and appurtenances shall be deeded to the City after they have been constructed and pass City inspection.

6. Owners shall not connect city utilities to property which is not made a part of the Agreement.

7. To the extent allowed by law, City may annex Owner's property into the City, without further action of the Owners, after Owner's property be 314 contiguous to the corporate limits of the City.

8. Owners irrevocably appoint the City Manager of Moberly, Missouri, or his designee, as their attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation Owner's property to the City Council of Moberly, Missouri. The City Manager may exercise this power of attorney at any time after Owner's property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs, successors and assigns do hereby waive any notice to the filing of the petition, do hereby consent to the granting of the petition and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property.

9. If requested by the City Manager, Owners shall, within such time as specified by the City Manager, submit a verified petition requesting annexation of Owner's property to the Mayor for presentation to the City Council. The City Manager may request Owners to present an annexation petition at any time after Owner's property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

10. Owners further agree that they shall not consent to voluntary annexation by any other municipality without the consent of the City.

11. Owners shall provide a copy of this Agreement to any person who buys all or a portion of Owner's property described herein.

12. If Owners fail to comply with any of the provisions of this agreement, or repudiate the terms of this Agreement, City may terminate utility service to Owner's property and disconnect the utility service to Owner's property for the City's systems. City shall give Owners three months prior written notice of its intent to terminate service.

13. This Agreement is not intended to confer any rights or remedies on any person other than the parties hereto.

14. The benefits and burdens of this Agreement are intended to attach and to run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

15. This Agreement shall be recorded in the Office of the Randolph County Recorder of Deeds at the Owner's expense.

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

CITY OF MOBERLY, MISSOURI

OWNERS

\_\_\_\_\_  
By: Brian Crane, City Manager

\_\_\_\_\_  
By: Phil Orf

\_\_\_\_\_  
By: Dana Orf

ATTEST:

\_\_\_\_\_  
Kay Galloway, City Clerk

ACKNOWLEDGMENT BY CITY MANAGER

STATE OF MISSOURI            )  
  ) SS  
COUNTY OF RANDOLPH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared Brian A. Crane, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that this instrument was signed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to the free act and deed of the City.

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

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

My Commission expires:

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

\_\_\_\_\_  
Notary Name Printed

ACKNOWLEDGMENT BY OWNERS

STATE OF MISSOURI            )  
  ) SS  
COUNTY OF RANDOLPH        )

On this 16 day of December, 2019, before me, a Notary Public in and for said State, personally appeared Phillip Orf and Dana Orf known to me to be the persons described in and who executed the above Agreement and acknowledged to me that they executed the same as their free act and deed. The said Phillip Orf and Dana Orf further acknowledged themselves to be married persons.

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

Subscribed and sworn before me this 16 day of December, 2019.

My Commission expires: 01-27-2023



SHANNON HANCE  
My Commission Expires  
January 27, 2023  
Randolph County  
Commission #19210648

Shannon Hance

Notary Public

Shannon Hance

Notary Name Printed

**SEWER SERVICE USER AGREEMENT**

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Moberly, Missouri, a Municipal Corporation located in Randolph County, Missouri, (hereinafter referred to as “the City”) and Moberly MO MHP, LLC, a Missouri Limited Liability Company (hereinafter referred to as “the Owner”):

WHEREAS, the City is the owner and operator of a public sewer system with capacity to provide sewerage service to Owner; and

WHEREAS, the Owner owns a mobile home park outside the city limits of the City and requests that the City provide it sewer service upon the terms and conditions provided herein.

OWNER’S PROPERTY SERVICED BY CITY

The real estate owned by the Owner and to be serviced by the City is described on the attached Exhibit 1 (hereinafter referred to as the “property”). All persons residing on the property will remain connected to the City’s collection facility during the term of this Agreement. No other sewer treatment facility will be established or used by any person residing on the property during the term of this Agreement. The Owner must ensure that any new residents or sewer users locating on the property will be required to connect to the City’s collection facility.

SEWER INFRASTRUCTURE OPERATION AND MAINTENANCE

The City will establish a force sewer main to access the Owner’s property. A sewer line will collect sewerage from a lift station to be built near the Owner’s existing sewer lagoon and connect with the City’s sewer main. The cost of construction of the lift station will be borne by the City. The cost of installing sewer lines from the City’s sewer main to lift station will be borne by the City. Once constructed the lift station will be deeded in fee simple to the City with the City being responsible for operation and maintenance of the station. The Owner will convey a perpetual easement to the City for maintenance and repair of the sewer line.

The location and description of the real estate for the lift station will be determined during the design of the project. Generally, the lift station will be located near the existing lagoon or collection area and will be approximately 40 feet by 40 feet in dimension. A surveyed description will be used to prepare the deed from the Owner to the City for transfer of title. The description of the perpetual easement for maintenance and repair of the forced sewer main/line will be determined during the design of the project. A surveyed description of the easement location will be used to prepare an easement for transfer to the City.

The existing sewer lagoon operated by the Owner will be decommissioned, at the Owner’s expense, according to the lagoon closure procedures and notification rules of the Missouri Department of Natural Resources (the “Department”). The Owner will maintain their existing collection system.

The design, construction, operation, maintenance, dedication and all matters arising as a result of the design and construction of said sewer line, lift station and all infrastructure shall be carried out in full accordance with the provisions of the City’s City Code.

USER RATES AND FEES

The City will maintain a master meter at the lift station which will be the basis for billing the Owner for sewer service. The sewer service charges are for the collection, treatment, and disposal of the wastewater (sewage) as well as the costs of maintaining and operating the collection system. It is a fee, not a tax, because it is based upon the number of gallons treated.

The Owner agrees to pay a deposit of \$\_\_\_\_\_ to the City to guarantee payment of sewer bills.

The Owner agrees to pay a retail volume charge of \$0.99225 per 100 gallons of sewage measured by the master meter. This charge was established by the Moberly City Council (the "Council") by Ordinance No. 9499 (the "Ordinance") on March 4, 2019 as the fee charged to in-town sewer users. The Owner agrees to pay future sewer fees according to the schedule of fees adopted by the Council. In addition, the Owner agrees to pay a monthly sewer connection fee according to the Ordinance which, for example, is currently \$26.00 for a 2" line. The Owner agrees to pay future sewer connection fees according to the Ordinance.

In the event service to the Owner is terminated, the deposit shall be applied to any unpaid balance then owing on the Owner's account, and the balance mailed to the Owner. The Owner agrees to pay for such sewer service at such rates, time and place as shall be determined by the City. The Parties agree to review and negotiate sewer rates every three (3) years to consider issues which may impact rates such as I & I, other maintenance costs, capital costs, capacity, possible changes in the Owner's use of the property, payment history and regulatory compliance history.

User charges shall be billed by the City of Huntsville as part of the Owner's water billings. Additional fees such as late fees, returned payment fees and interest charges will be assessed according to the terms of service with the City of Huntsville.

TERM

The term of this Agreement shall be twenty (20) years. The parties hereto agree that this Agreement shall constitute the entire agreement between them and no other agreements or representations other than those contained in the Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties. The failure of any party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

ANNEXATION

It is the policy and practice of the City that all persons who become utility customers of the city enter into a Pre-Annexation Agreements with the City if such persons are located outside of the city limits. In exchange for the City's agreement to allow the Owner to connect their property to one or more of the City's utility systems the Owner, on behalf of themselves, their heirs and assigns agree to



the terms of the attached Pre-Annexation Agreement. The Owner agrees to execute the agreement at the time of execution of this Agreement in the form attached hereto as Exhibit 2.

INFILTRATION AND INFLOW

Owner agrees to maintain and operate its collection system in accordance with the water and sewer ordinances and regulations of the City. It shall be the Owner’s responsibility to maintain the collection lines in good operating condition, i.e., clear of obstruction, defects, or blockage. If the City can provide evidence of excessive infiltration or inflow it may require the Owner to repair the line, eliminate the infiltration or inflow or take such actions necessary to correct the problem. If the Owner fails to correct the problem within a reasonable time, the City may disconnect service after proper notice. The City may charge for all labor, material, equipment and other costs necessary to repair or replace all equipment causing the infiltration or inflow.

Owner understands that the collection and disposal of storm waters or run off waters may not be diverted into or drained into the City’s collection system. No grease, oil, solvent, paint or other toxic chemical compound may be diverted into or drained into the City’s collection system.

COMPLIANCE AND REPORTING RESPONSIBILITIES

The City will maintain the lift station and force main including the connection of the pump station to the joint force main from Huntsville. The Owner shall maintain their collection system. The City will maintain the master meter at the lift station. The City and the Owner each agree to be responsible for notifying the Department of sanitary sewer overflows and correcting the overflow. The Owner agrees to notify the City of any notifications it may make to the Department so the City may track the overflow. If the sanitary sewer overflow is not remedied promptly, the City reserves the right to contract the work to correct the issue, or to correct the issue with City staff and bill the Owner for the cost of remedy. Payment of remedy costs shall be paid within thirty (30) days of invoice.

INDEMNITY AND IMMUNITY

The Owner shall save harmless and indemnify the City, and its agents, employees, elected officials and representatives from and against any and all claims, damages, losses, suits, and actions of whatever nature, including attorney’s fees, arising or resulting from the design, installation, construction, reconstruction, operation, maintenance, repair, replacement or removal of the sanitary sewer, or use of the sewer easement therefore.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s sovereign immunity.

GRANT CONTINGENCY

The City is in the process of applying for grant funds through a program offered by the Department entitled “Clean Water State Revolving Fund Regionalization Grant” to finance the wastewater improvements contemplated in this Agreement. The grant program provides an incentive to construct connections for small struggling facilities. If the City does not receive the maximum grant

funds for which it is applying, then this Agreement shall be void. No action shall be taken toward implementing this Agreement until a determination is received by the City for its grant application.

MISCELLANEOUS PROVISIONS

FURTHER ASSISTANCE. The City and the Owner each agree to take such actions and execute such documents and instruments as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

SURVIVAL; SEVERABILITY. Any provisions of this Agreement that by their terms provide for or contemplate obligations or duties of a party that are to extend beyond the expiration or termination of this Agreement shall survive such expiration or termination of this Agreement for any reason. The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

BINDING EFFECT. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the City and the Owner and their respective successors and permitted assigns.

EXECUTION; COUNTERPARTS. Each person executing this Agreement in a representative capacity warrants and represents that they have authority to do so, and upon request by another party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY OF MOBERLY  
(the "City")**



By: \_\_\_\_\_  
Brian Crane, City Manager

**ATTEST:**

\_\_\_\_\_  
D.K. Galloway, CMC/MRCC, City Clerk

**MOBERLY MO MHP, LLC**  
**(the "Owner")**

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

**EXHIBIT 2**

**PRE-ANNEXATION AGREEMENT**

This **AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Moberly, Missouri (hereinafter “City”) and \_\_\_\_\_ (hereinafter “Owners”) on the following terms, conditions and covenants:

1. Owners represent that they are the fee simple owners of the following described real property located in Randolph County, Missouri:

2. The mailing address of the above described real property (hereinafter “property”) is as follows:

3. The property is contiguous to the corporate city boundaries of Moberly, Missouri.

4. In exchange for the City’s agreement to allow Owners to connect their property to one or more of the City’s utility systems at rates paid by City residents, the Owners, on behalf of themselves, their heirs and assigns, do hereby convey unto the City the irrevocable and perpetual right to file on their behalf a Voluntary Petition of Annexation at any time the City may choose.

5. Owners shall become utility customers of the City and shall pay all fees and charges established by the City in conformity with the City Code. All utility lines and appurtenances serving Owner’s property shall be located within standard utility easements dedicated to the public use and constructed in compliance with City regulations and standards. Construction of the utility lines and appurtenances

shall be inspected by the City as though the property were within the City limits and shall be subject to City approval. The utility lines and appurtenances shall be deeded to the City after they have been constructed and pass City inspection.

6. Owners shall not connect city utilities to property which is not made a part of the Agreement.

7. To the extent allowed by law, City may annex Owner's property into the City, without further action of the Owners, after Owner's property becomes contiguous to the corporate limits of the City.

8. Owners irrevocably appoint the City Manager of Moberly, Missouri, or his designee, as their attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation Owner's property to the City Council of Moberly, Missouri. The City Manager may exercise this power of attorney at any time after Owner's property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs, successors and assigns do hereby waive any notice to the filing of the petition, do hereby consent to the granting of the petition and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property.

9. If requested by the City Manager, Owners shall, within such time as specified by the City Manager, submit a verified petition requesting annexation of Owner's property to the Mayor for presentation to the City Council. The City Manager may request Owners to present an annexation petition at any time after Owner's property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

10. Owners further agree that they shall not consent to voluntary annexation by any other municipality without the consent of the City.

11. Owners shall provide a copy of this Agreement to any person who buys all or a portion of Owner's property described herein.

12. If Owners fail to comply with any of the provisions of this agreement, or repudiate the terms of this Agreement, City may terminate utility service to Owner's property and disconnect the utility service to Owner's property for the City's systems. City shall give Owners three months prior written notice of its intent to terminate service.

13. This Agreement is not intended to confer any rights or remedies on any person other than the parties hereto.

14. The benefits and burdens of this Agreement are intended to attach and to run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

15. This Agreement shall be recorded in the Office of the Randolph County Recorder of Deeds at the Owner's expense.

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

CITY OF MOBERLY, MISSOURI

OWNERS

\_\_\_\_\_  
By: Brian Crane, City Manager

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

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

ATTEST:

\_\_\_\_\_  
Kay Galloway, City Clerk

ACKNOWLEDGMENT BY CITY MANAGER

STATE OF MISSOURI            )  
  ) SS  
COUNTY OF RANDOLPH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared Brian A. Crane, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that this instrument was signed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to the free act and deed of the City.

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

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

My Commission expires:

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

\_\_\_\_\_  
Notary Name Printed

ACKNOWLEDGMENT BY OWNERS

STATE OF MISSOURI            )  
  )SS  
COUNTY OF RANDOLPH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the persons described in and who executed the above Agreement and acknowledged to me that they executed the same as their free act and deed. The said \_\_\_\_\_ and \_\_\_\_\_ further acknowledged themselves to be married persons.

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

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

My Commission expires:

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

\_\_\_\_\_  
Notary Name Printed

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #11.  
 Department: Public Utilities  
 Date: December 16, 2019

**Agenda Item:** An Ordinance Approving the Execution of a Sewage Treatment Agreement Between the City of Moberly, Missouri and the City of Huntsville, Missouri.

**Summary:** This ordinance allows the City to enter into a sewage treatment agreement with the City of Huntsville for treatment of Huntsville’s wastewater. Having the agreement in place when the grant application is submitted will help the City score higher in priority points for funding and assists both communities with planning infrastructure improvements. This is a draft of the agreement. The agreement is still in negotiations. The latest version will be shared on Monday.

**Recommended**

**Action:** Approve the Ordinance.

**Fund Name:** N/A

**Account Number:**

**Available Budget \$:**

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

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

ORDINANCE NO: \_\_\_\_\_

**ORDINANCE APPROVING THE EXECUTION OF A SEWAGE TREATMENT AGREEMENT BETWEEN CITY OF MOBERLY, MISSOURI AND CITY OF HUNTSVILLE, MISSOURI**

**WHEREAS**, the City of Moberly City Council deems it necessary and in the interest of the City of enter into a sewage treatment agreement with City of Huntsville, Missouri, allowing access of City of Moberly sewage treatment facilities by City of Huntsville. The purpose of the agreement that Huntsville pump its sewage to the Moberly plant for treatment for a reasonable charge to by paid by Huntsville to Moberly.

**THEREFORE, BE IT ORDAINED AS FOLLOWS:** The Mayor of the City of Moberly, and other officials acting in behalf of the City of Moberly are hereby authorized to execute a sewage treatment agreement between the two cities, Moberly and Huntsville. A copy of the agreement is attached hereto and incorporated into this document.

Passed and approved this \_\_\_\_\_ day of December 2019

**Attest:**

\_\_\_\_\_  
D.K. Galloway, City Clerk

This ordinance was presented for a second and third reading and passed by the following vote:

Yes: \_\_\_\_\_ No: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

ORDINANCE APPROVING THE EXECUTION OF A SEWAGE  
TREATMENT AGREEMENT BETWEEN CITY OF MOBERLY, MISSOURI  
AND CITY OF HUNTSVILLE, MISSOURI

Whereas, the City of Moberly City Council deems it necessary and in the interest of the City of enter into a sewage treatment agreement with City of Huntsville, Missouri, allowing access of City of Moberly sewage treatment facilities by City of Huntsville. The purpose of the agreement that Huntsville pump its sewage to the Moberly plant for treatment for a reasonable charge to be paid by Huntsville to Moberly.

Therefore, be it Ordained as follows: The Mayor of the City of Moberly, and other officials acting in behalf of the City of Moberly are hereby authorized to execute a sewage treatment agreement between the two cities, Moberly and Huntsville. A copy of the agreement is attached hereto and incorporated into this document.

Passed and approved this \_\_\_\_\_ day of December 2019

Attest:

\_\_\_\_\_  
D.K. Galloway, City Clerk

This ordinance was presented for a second and third reading and passed by the following vote:

Yes: \_\_\_\_\_ No: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Formatted: Font: (Default) Times New Roman



**SEWAGE TREATMENT AGREEMENT**

This agreement is by and between the City of Moberly, Missouri- (hereinafter “Moberly”) and the City of Huntsville, Missouri (hereinafter “Huntsville”), and is in consideration of the payment and mutual undertakings described herein. Each party stipulates that the recited considerations are sufficient and adequate to support the undertakings of the other. Each party further represents that it has taken such steps as are required of cities of their respective classes to validly enter into this agreement.

- I. General Purpose: Huntsville desires to close its wastewater treatment facilities which are subject to enforcement action by the Missouri Department of Natural Resources. Huntsville desires to transfer its wastewater to the City of Moberly’s wastewater treatment facility for treatment. The City of Huntsville, as well as the privately-owned facilities along Highway JJ west of Moberly, wish to pump their wastewater to the City of Moberly to create a regionalized system. Starting at Huntsville NW to Huntsville NE the alignment would cut over to County Road JJ, following it until it diverges from the railroad tracks west of Moberly. The forcemain would then cross the tracks to tie into the existing Moberly collection system near the water plant on Huntsville Road. Moberly has a sewage treatment plant that ~~the parties agree~~ is capable of meeting the needs of Huntsville as well as Moberly, and is likely to remain so into the indefinite future. It is therefore the purpose of this agreement that ~~Huntsville-Moberly~~ will pump ~~its Huntsville’s~~ sewage to the Moberly wastewater treatment plant for treatment for a reasonable charge to be paid by Huntsville to Moberly.
  
- II. By December 31, 2019, Moberly will submit to the Missouri Department of Natural Resources (MDNR) an application for a *Clean Water State Revolving Fund Regionalization Incentive Grant*. The purpose of this grant is to provide grant funds to the City of Moberly to construct a sewer line and force mains to the City of Huntsville to accept Huntsville’s sewage. The incentive grant will also cover the construction of a ~~minimum~~minimum of two lift stations in the City of Huntsville to transport and pump wastewater from the north lagoon to a lift station located adjacent to the southwest lagoon. This agreement is contingent upon the City of Moberly receiving sufficient grant funds to cover the entire construction costs of the proposed project as described ~~in~~and ~~\_\_\_\_\_~~, marked as Exhibit A, attached hereto.
  
- III. Duration of the Agreement: This agreement shall remain in full force for a period of 20 years from the date of this agreement. Should the City of Huntsville wish to allow the agreement to expire after 20 years and not renew the agreement, Huntsville shall provide a minimum of one year’s advance notice in writing to the City of Moberly. Should the City of Moberly wish to not renew this agreement after 20 years, they shall provide written notice to the City of Huntsville a minimum of five years before the end of the initial ~~20-year~~20-year period of this agreement.
  
- IV. The System:

- a. Moberly shall maintain its treatment facilities -with such upgrades as are reasonably necessary to fulfill its undertakings under this Agreement.
- b. Huntsville shall remain responsible for its own collection system. Moberly will own and be responsible for the force main and lift stations from Huntsville to the Moberly facility. It is understood that such transmission line will, at a point, enter the city limits of Moberly.
- c. Other entities shall be allowed to connect to the force main within the sole discretion and permission of Moberly.
- d. All plans for the force main shall be the responsibility of Moberly and be prepared by a registered ~~engineer, and engineer, and~~ must be approved by the MDNR as part of the implementation of the regionalization incentive grant and construction permit issued by the MDNR.
- e. Moberly shall have the right to periodically inspect and supervise all aspects of the system's construction. Such involvement may include, but not be limited to, input regarding selection of materials, methods of excavation and transmission.
- f. Huntsville shall, at all reasonable times, have the right to inspect Moberly's plant.
- g. The parties agree to use best efforts and full cooperation with respect to the requirements of this Agreement.

V. Limitations on Use:

- a. Sewage strength from Huntsville's sewer system shall not exceed the following mass-based limits, when averaged on a calendar month basis:

1. Biochemical Oxygen Demand	300 mg/l.
2. Total Suspended Solids	500 350 mg/l.
3. Grease and Oil	100 mg/l
4. pH below 6.5 or greater than 9.0	
5. Total Kjeldahl Nitrogen	84 lb/day.
6. Total Phosphorus	15 lb/day.
- b. Huntsville's flow equalization facilities shall be operated in a manner that prevents the development of algae in the wastewater to be transmitted to Moberly, it being mutually understood that Moberly's treatment process does not effectively remove algae to a level that will not adversely impact the quality of effluent from the Moberly plant.
- c. Moberly will provide and maintain sewage flow metering equipment that accurately and continuously determines the quantity of flow being sent to the Moberly plant. Huntsville shall have access to such metering equipment upon

advance notice to Moberly. The flowmeter shall serve as the basis for determining compliance with the limitations expressed herein, as well as billing of peak flow surcharges.

- d. Violation of any of the limitations expressed herein shall allow Moberly to prohibit any additional connections within Huntsville so long as Huntsville remains in violation. Nothing in this subparagraph shall, however, prevent Moberly from exercising other rights and remedies expressed herein for violation.
- e. It is understood that if Moberly's plant capacity is expanded in the future, the limitation expressed herein may be modified with Moberly's consent. Moberly shall timely advise Huntsville of planned expansions and operability of the same.
- f. The City of Huntsville shall amend its sewer user ordinance to require any industrial users to obtain a pretreatment permit from the City of Moberly pursuant to Moberly's pretreatment regulations. Should an industrial user within the City of Huntsville cause a pass through or interference with the City of Moberly wastewater treatment facility, the City of Moberly will be able to take direct action against such industrial user.
- g. The City of Huntsville is responsible for reporting any sanitary sewer overflows or other issues of non-compliance to the Missouri Department of Natural Resources for issues and releases from the sewage collection system within the City of Huntsville. The City of Moberly retains the right to correct any chronic SSOs within the City of Huntsville should the City of Huntsville fail to eliminate chronic SSOs.
- h. For any taps to the sewage collection system within the City of Huntsville, all tapping fees shall go to the City of Huntsville.

VI. Noncompliance:

- a. If flow metering and/or laboratory testing indicate wastewater transmitted to Moberly by Huntsville exceeds the quality or quantity limitations mentioned herein, Moberly may:
  - 1. Require pretreatment by Huntsville before wastewater may be transmitted to Moberly.
  - 2. Require a surcharge payment to reasonably compensate Moberly for added treatment costs occasioned by such event or events.
  - 3. Recover from Huntsville any penalty assessed by the Missouri Department of Natural Resources for a violation of Moberly's MSOP directly caused by the sewage flow from Huntsville.

- 4. Huntsville shall have no responsibly, financially or otherwise, for liability to third parties arising solely from Moberly’s operation of its sewage collection, transmission or treatment system.

VII. Parties Shall Set Rules:

Each party shall adopt and enforce a “Sewer User Ordinance” which is acceptable and approved by the Missouri Department of Natural Resources and the United States Environmental Protection Agency. Said ordinances, duly passed, shall be attached to this agreement and made a part hereof.

VIII. Insurance:

Huntsville shall maintain such insurance as Moberly shall require to cover such hazards as may arise out of the activities contemplated by this Agreement, including, but not limited to:

- 1. Damage to Moberly’s system.
- 2. Public and environmental liability.
- 3. Such coverages as Moberly may deem necessary to indemnify and hold Moberly harmless against all liabilities of any kind caused by Huntsville or which arise as a result of Huntsville’s failure to perform its obligations under this Agreement including but not limited to judgments, costs of defense, damages, and attorneys’ fees. For any claim which Moberly seeks indemnification from Huntsville, Huntsville shall have the right to select legal counsel, select legal strategy and action, and to settle or compromise the claim.

IX. Records, Accounts and Audits:

Each party shall have the right to examine all records and accounts of the sewer systems of the other, and to make the same available during normal business hours to the other party, its auditors and all governmental agencies empowered to examine the same. Either party may copy the relevant records of the other and shall bear the cost of such copying. The requesting party shall bear the cost of the audit or record review.

X. Ownership:

Moberly shall own those parts of the system constructed as part of the regionalization grant and construction permit. Nothing contained herein shall grant Huntsville a vested right in Moberly’s treatment plant or shall grant Moberly a vested right in Huntsville’s treatment plant.

XI. Payment:

- a. Huntsville’s sewer use charge, payable to Moberly, shall be Huntsville’s proportionate share of treatment costs experienced at the Moberly plant, based on the quantity of Huntsville’s wastewater delivered to the Moberly WWTF and for the costs related to construction and operation of the transmission line.
- b. The basic charge payable to Moberly by Huntsville shall be \$2.60 per 1,000 gallons of metered sewage discharge.

This metered rate of \$2.60 per 1,000 gallons shall remain unchanged until the first full month following three years from the date of this agreement. At the end of the twenty year term and every three years this metered rate shall be renegotiated by the Cities of Huntsville and Moberly. Revised sewage treatment charges shall be based upon Moberly’s wholesale cost for treatment, electrical costs to operate lift stations for the transmission line, cost for repair and maintenance of the transmission line and lift stations, new capital costs, overhead allocation and insurance and other costs incurred by the City that are attributable to the administration and treatment of receiving wastewater from the City of Huntsville. This rate shall be proportionately adjusted for any changes in sewer use charges assessed to in-town Moberly users. Said charges shall be paid on a monthly basis.

- c. The charges mentioned herein shall be paid monthly to Moberly by Huntsville. Any charges not paid by Huntsville within 30 days from the date of billing will bear a late payment charge of 5%.
- d. Transmission costs from Huntsville to the Moberly plant shall be borne by Moberly of which costs and expenses shall be factored into the metered charge.
- e. Huntsville shall, upon demand, reimburse Moberly for any expenses incurred by Moberly in repairing or maintaining that portion of the transmission line lying within the City of Huntsville. To the extent feasible, Moberly shall give Huntsville advance notice of any work it will undertake for which it will seek reimbursement from Huntsville.
- f. The City of Huntsville is in the process of obtaining an engineering study to make improvements in its collection system to reduce inflow and infiltration into their collection system. Should Huntsville experience aggravated wet weather flows, Moberly reserves the right to negotiate additional charges for peak wet weather flows.

XII. Dispute Resolution:

- a. Should any dispute concerning this Agreement, its interpretation or its performance, the parties agree to submit the same to voluntary mediation by a person qualified as a mediator. If the parties do not agree on the identity of the mediator, then the parties agree to appointment of the mediator by the Circuit Judge of the 14th Judicial Circuit of Missouri.

b. Should mediation not resolve the dispute, the parties agree to submit the issue or issues to binding arbitration. If the parties do not agree on the identity of the arbitrator, the parties agree that the arbitrator shall be appointed by the Circuit Judge of the 14th Judicial Circuit of Missouri.

XIII. Amendments:

This Agreement may be modified by the mutual written agreement of the parties enacted by ordinance of each city respectively.

XIV. Whole Agreement/Extraneous Representations:

This contract represents the whole agreement of the parties. Each acknowledges that it has not relied on any extraneous representations of the other party in entering this agreement.

XV. Severability:

If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law or regulation of the State of Missouri or of the United States, or is for other reason unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid or unenforceable, so long as the principal purposes of the Agreement can be achieved despite such invalidity or unenforceability.

XVI. Conflict of Interest:

In accepting this contract, each City certifies that no officer or employee of their respective cities has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo Section 105.450 et. seq. shall not be violated.

CITY OF MOBERLY, MISSOURI

CITY OF HUNTSVILLE, MISSOURI

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
Mayor

Attest:  
\_\_\_\_\_

Attest:  
\_\_\_\_\_

EXHIBIT A  
Project Description

The proposed wastewater regionalization project is located along the Highway JJ corridor between the cities of Huntsville and Moberly, Missouri. Currently permitted wastewater treatment facilities serving the City of Huntsville (MO-0040827 and M0- 0040819), Moberly Mobile Home Park (MO-0045021 ), Heritage Hills Golf Course (M0- 0095605) and Fox Hollow Mobile Home Park (MO-0035599) will connect to the City of Moberly collection system, thereby eliminating these wastewater discharges. Four of these facilities are currently facing MDNR enforcement action.

Each existing wastewater treatment facility will be replaced with an appropriately sized sewage pump station. Peak and emergency flow retention will be included at each pump station. A force main will convey wastewater from each pump station to a common force main located along Highway JJ to the receiving sewer in the Moberly collection system. The operation and maintenance of the pump stations will be the responsibility of the City of Moberly. Each station will be controlled by a common SCADA system that will be monitored by the City of Moberly.

Replacing these ineffective discharging lagoon systems with high level wastewater treatment at the City of Moberly Wastewater Treatment Facility will provide improved water quality for the affected area. Moberly's highly trained staff will provide the most effective operations and maintenance for the lift stations and force main system.

The project cost estimates included with this application provide the details of initial facilities including initial sizing of force mains, pump stations and other proposed construction.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #12.  
 Department: Finance  
 Date: December 16, 2019

**Agenda Item:** An ordinance authorizing and approving an amendment to the budget for the City of Moberly, Missouri previously adopted for the fiscal year July 1, 2019 to June 30, 2020.

**Summary:** The City’s employee health plan has experienced extremely high claims for the past 2-3 years. As a result, the fund balance in the Health Trust Fund has been depleted to approximately \$161,000 at 11/30/19. With monthly claims running approximately \$140,000, the fund is in serious danger of becoming insolvent. The City Council met with City staff and the City’s plan broker to discuss options and the decision was to remain self-funded and to (1) make a one-time \$220,000 cash infusion into the trust fund, (2) to increase the City’s monthly contribution rate per employee from \$498 to \$600, and (3) to increase the employee contributions for family coverage by \$60 per month. Items 1 and 2 will cost the City approximately \$302,200 between now and June 30, 2020. Budget cuts throughout the operating departments have been developed to offset these new expenses. This ordinance will adopt formal budget amendments to recognize the additional health plan expenses and the cuts made to the existing operating budget to accommodate the additional expenses. A schedule of the proposed budget amendments is attached to the proposed ordinance.

**Recommended Action:** Approve the ordinance

**Fund Name:** Various

**Account Number:** Various

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

ATTACHMENTS:		Roll Call	Aye	Nay
___ Memo	___ Council Minutes	<b>Mayor</b>		
___ Staff Report	<u>X</u> Proposed Ordinance	M ___ S ___ <b>Jeffrey</b>	___	___
___ Correspondence	___ Proposed Resolution			
___ Bid Tabulation	___ Attorney’s Report	<b>Council Member</b>		
___ P/C Recommendation	___ Petition	M ___ S ___ <b>Brubaker</b>	___	___
___ P/C Minutes	___ Contract	M ___ S ___ <b>Kimmons</b>	___	___
___ Application	___ Budget Amendment	M ___ S ___ <b>Davis</b>	___	___
___ Citizen	___ Legal Notice	M ___ S ___ <b>Kyser</b>	___	___
___ Consultant Report	___ Other		Passed	Failed



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

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

**AN ORDINANCE AUTHORIZING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF MOBERLY, MISSOURI PREVIOUSLY ADOPTED FOR THE FISCAL YEAR JULY 1, 2019 TO JUNE 30, 2020.**

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

**SECTION ONE:** The City has previously adopted an Ordinance authorizing and approving a budget for the fiscal year July 1, 2019 to June 30, 2020.

**SECTION TWO:** The City’s Health Trust Fund is currently not adequate to meet contribution requirements for the health insurance benefit provided to City employees and transfers from department budgets into the Health Trust Fund are necessary.

**SECTION THREE:** Attached hereto and incorporated herein is a detailed assessment schedule of transfers necessary to adequately fund the Health Trust Fund as well as a detailed assessment schedule of additional contributions to be added to the Health Trust Fund.

**SECTION FOUR:** The current fiscal year budget is hereby amended as set forth in the attached detailed schedule of transfers into the Health Trust Fund.

**SECTION FIVE:** 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 16th day of December, 2019.

**ATTEST:**

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

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

**City of Moberly**

#12.

**Schedule of Budget Amendments for Health Trust Additional Assessment**

<b>Account Number</b>	<b>Description</b>	<b>Original Budget \$</b>	<b>Amended Budget \$</b>	<b>Amendment \$</b>
<b>GENERAL FUND</b>				
100.001.5100	Finance Dept. - Salaries	162,607.38	133,202.01	(29,405.37)
100.001.5101	Finance Dept. - FICA	12,439.46	10,189.95	(2,249.51)
100.001.5102	Finance Dept. - LAGERS	14,309.45	11,721.78	(2,587.67)
100.001.5103	Finance Dept. - Health Insurance	29,385.60	27,618.53	(1,767.07)
100.001.5105	Finance Dept. - Long Term Disability	634.17	519.49	(114.68)
100.002.5103	City Clerk Dept. - Health Insurance	12,756.84	16,266.84	3,510.00
100.003.5103	City Manager Dept. - Health Insurance	22,990.08	28,348.08	5,358.00
100.004.5103	Legal Dept. - Health Insurance	6,465.00	8,231.00	1,766.00
100.005.5103	Community Development - Health Insurance	53,548.92	66,228.92	12,680.00
100.005.5502	Community Development - Capital Improvement Plan	30,000.00	2,300.00	(27,700.00)
100.006.5103	Personnel/Purchasing Dept. - Health Insurance	12,769.32	16,279.32	3,510.00
100.007.5100	Police Dept. - Salaries	1,288,814.05	1,240,079.59	(48,734.46)
100.007.5101	Police Dept. - FICA	110,199.32	106,471.14	(3,728.18)
100.007.5102	Police Dept. - LAGERS	158,893.95	153,192.03	(5,701.92)
100.007.5103	Police Dept. - Health Insurance	253,834.20	316,174.94	62,340.74
100.007.5105	Police Dept. - Long Term Disability	5,235.41	5,045.35	(190.06)
100.007.5109	Police Dept. - Academy Reimbursement	10,000.00	0.00	(10,000.00)
100.008.5100	Fire Dept. - Salaries	975,366.63	960,387.07	(14,979.56)
100.008.5101	Fire Dept. - FICA	77,293.05	76,147.11	(1,145.94)
100.008.5102	Fire Dept. - LAGERS	130,377.30	128,444.94	(1,932.36)
100.008.5103	Fire Dept. - Health Insurance	204,965.88	254,467.34	49,501.46
100.008.5105	Fire Dept. - Long Term Disability	3,803.93	3,745.51	(58.42)
100.008.5505	Fire Dept. - Grant Match Funds	28,035.00	0.00	(28,035.00)
100.009.5103	Street Dept. - Health Insurance	95,674.80	118,988.80	23,314.00
100.011.5209	City Hall - Electricity & Gas	11,000.00	9,580.00	(1,420.00)
100.013.5103	General Services - Health Insurance	65,040.19	82,810.19	17,770.00
<b>GENERAL FUND TOTALS</b>		<b>3,776,439.93</b>	<b>3,776,439.93</b>	<b>(0.00)</b>

City of Moberly

#12.

Schedule of Budget Amendments for Health Trust Additional Assessment

Account Number	Description	Original Budget \$	Amended Budget \$	Amendment \$
<b>SOLID WASTE FUND</b>				
110.033.5103	Health Insurance	5,957.88	7,635.88	1,678.00
110.033.5305	Land Maintenance	10,000.00	9,322.00	(678.00)
110.033.5806	Miscellaneous	1,000.00	0.00	(1,000.00)
<b>SOLID WASTE FUND TOTALS</b>		<b>16,957.88</b>	<b>16,957.88</b>	<b>0.00</b>
<b>PARKS &amp; RECREATION FUND</b>				
115.040.5103	Auditorium Dept. - Health Insurance	6,349.56	8,093.56	1,744.00
115.041.5103	Parks Dept. - Health Insurance	36,623.52	46,245.52	9,622.00
115.041.5502	Capital Improvement Plan	24,000.00	0.00	(24,000.00)
115.044.5103	Parks Administration Dept. - Health Insurance	30,576.84	37,898.84	7,322.00
115.048.5103	Athletic Complex Dept. - Health Insurance	11,467.32	14,135.32	2,668.00
<b>PARKS &amp; RECREATION FUND TOTALS</b>		<b>109,017.24</b>	<b>106,373.24</b>	<b>(2,644.00)</b>
<b>PUBLIC UTILITIES OPERATIONS &amp; MAINTENANCE FUND</b>				
301.112.5502	Capital Improvement Plan	233,584.00	203,584.00	(30,000.00)
301.114.5106	Overtime Salaries	15,000.00	11,000.00	(4,000.00)
301.110.5103	Administration Dept. - Health Insurance	53,691.48	66,993.48	13,302.00
301.112.5103	Distribution & Collection Dept. - Health Insurance	86,175.00	109,551.00	23,376.00
301.113.5103	Water Treatment Dept. - Health Insurance	48,259.68	60,593.68	12,334.00
301.114.5103	Waste Water Treatment Dept. - Health Insurance	57,429.36	70,813.36	13,384.00
301.115.5103	Stormwater Management Dept. - Health Insurance	11,588.59	14,278.59	2,690.00
301.114.5502	Capital Improvement Plan	250,000.00	200,000.00	(50,000.00)
<b>PUBLIC UTILITIES OPERATION &amp; MAINT. FUND TOTALS</b>		<b>755,728.11</b>	<b>736,814.11</b>	<b>(18,914.00)</b>
<b>9-1-1 EMERGENCY TELEPHONE FUND</b>				
400.000.5100	Salaries	260,210.40	249,784.81	(10,425.59)
400.000.5101	FICA	21,306.05	20,507.27	(798.78)
400.000.5102	LAGERS	32,055.02	30,834.42	(1,220.60)
400.000.5103	Health Insurance	57,164.76	69,651.35	12,486.59
400.000.5105	Long Term Disability	1,080.34	1,038.72	(41.62)
<b>9-1-1 EMERGENCY TELEPHONE FUND TOTALS</b>		<b>371,816.57</b>	<b>371,816.57</b>	<b>0.00</b>
<b>GRAND TOTALS</b>		<b>4,658,143.16</b>	<b>4,636,585.16</b>	<b>(21,558.00)</b>

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #13.  
 Department: Fire  
 Date: December 16, 2019

**Agenda Item:** A Resolution Authorizing The City Manager To Enter Into An Agreement With SiteMed North America, LLC For Onsite Firefighter Physicals

**Summary:** The Moberly Fire Department in wanting to improve the health, fitness, and safety of the firefighters completed a search for a company that could complete a Firefighter Medical Program that would meet National Standards. We spoke with other Fire Departments in the State, and found two vendors who could complete the exams at our facility. We are recommending the City sign into a contract with SiteMed as they were the low, and best bid to provided the best service.

**Recommended**

**Action:** Approve this resolution

**Fund Name:** Firefighters Physicals

**Account Number:** 100.008.5415

**Available Budget \$:** \$10,500.00

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

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SITEMED NORTH AMERICA, LLC FOR ONSITE FIREFIGHTER PHYSICALS.**

**WHEREAS**, the Fire Chief made a request for bids for onsite firefighter physicals to meet OSHA and NFPA firefighter standards; and

**WHEREAS**, SiteMed North America, LLC, d/b/a SiteMed Fire was the lowest responsible bidder with its Firefighter Medical Clearance Program for onsite firefighter physicals which meet and exceed OSHA and NFPA 1582 standards; and

**WHEREAS**, SiteMed Fire will perform firefighter physicals in Moberly, MO at a cost not to exceed \$10,125.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the City Manager or his designee to enter into an agreement with SiteMed Fire for onsite firefighter physicals at a cost not to exceed \$10,125.00.

**RESOLVED** this 16th day of December, 2019, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



## Professional Health Services, Inc.

83 S. Eagle Road ♦ Havertown, PA 19083 ♦ (610) 853-1330 ♦ Fax: (610) 446-4195

### Prepared For:

George Albert  
Moberly Fire Department  
Moberly, MO  
August 18, 2019

### Prepared By:

Michael Kleinman  
Phone: (800) 833-3005 Ext. 111  
E-mail: mkleinman@phsmobile.com

### Program Specifications

Number of Test Locations	1	Days Required on Site	2.00
Approximate Number of Employees	25	Exams Scheduled/Day	24
Number of Technicians Required	3	Flow Rate	1/20 minutes
Number of Physicians Required	1		

### Daily Equipment, Labor, & Administration Charges

	<u>Unit Cost</u>	<u>Setup/Days</u>	<u>Total Cost</u>
Program Setup Charge Per Test Site	\$500.00	1	\$500.00
Daily Equipment Usage Charge	\$ 3,000.00	2.00	\$6,000.00
Daily Labor Charge (3 Technicians)	\$1,200.00	2.00	\$2,400.00
Daily Labor Charge (Physician)	\$ 1,400.00	2.00	\$2,800.00
Technician Overtime Rate (3 Technicians)	\$225.00	0.00	\$0.00
Nurse Practitioner Overtime Rate	\$200.00	0.00	\$0.00

### **Projected: Equipment, Labor, & Administration Charges**

**\$11,700.00**

### Exam Element Charges

	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Health Risk Appraisal Questionnaire - with comparison reporting	0	\$12.00	\$0.00
Work & Medical History (Comprehensive)	25	\$3.00	\$75.00
PA Chest X-Ray	0	\$21.00	\$0.00
X-Ray Comparative Reading (Abnormal X-Rays)		\$15.00	
Pulmonary Function Profile	25	\$0.00	\$0.00
Audiometric Examination	25	\$0.00	\$0.00
Visual Acuity with Peripheral	25	\$0.00	\$0.00
Cardiogram, resting	25	\$8.00	\$200.00
Blood Pressure/Height/Weight/BMI	25	\$0.00	\$0.00
Chem 23/CO2/CBD/Urinalysis Test #: 240927	25	\$20.00	\$500.00
Physical Examination	25	\$0.00	\$0.00
Fire Fighter Clearance - Respirator/PPE #4714E	25	\$0.00	\$0.00
Fire Fighter Clearance # 4714F- Fitness For Duty	25	\$0.00	\$0.00
Colo-Rectal Stool Screen	0	\$3.00	\$0.00
Data Processing & Record Management Fees	25	\$0.00	\$0.00

### **Estimated: Exam Element Charges**

**\$775.00**

### **Estimated: Total Program Cost**

**\$12,475.00**

### **Average: Cost Per Employee Exam**

**\$499.00**

**Proposal Cont:**

**Reports Included No Additional Charge Quantity**

***For Individual Employees c/o Site Contact:***

Individual Employee Reports with cover letter in confidential envelop 1 Set  
with Comparative Personal Wellness Profile Report and Wellness Guide

***For Fire Chief or Site Contact:***

Master Summary Reports include:  
Audiometric Summary Report  
Participation Summary Report, without clinical data, Pass/Fail for clearances  
One set of Medical Clearance Statements

***For Medical Professional:***

Master Summary Reports, to include:  
Current Year Summary Report  
Audiometric Summary Report  
Pulmonary Function Summary Report  
Participation Summary Report  
Physical Exam Summary Report  
Respirator Clearance Summary Report

**Data Management Fees**

Data Management of Patient Information Includes:  
Storage of Medical Information & X-Rays  
Copying and mailing an x-ray on a request basis  
Copying and mailing an employee report on a request basis

Chief George Albert  
Moberly Fire Department  
310 North Clark Street  
Moberly, MO 65270

July 15, 2019

Please find the attached proposal for your Firefighter Medical Clearance Program. We have listed several key factors that differentiate us from other companies.

### **Detailed Executive Summary**

SiteMed is a physician-owned health care company specializing in on-site NFPA 1582 firefighter medical exams. Our comprehensive approach combines proven lifesaving screenings with one-on-one personalized medical counseling.

Our medical providers have performed over 50,000 NFPA 1582 firefighter, HAZMAT, Police, EMS and fire brigade exams, and have over 50 years combined experience with NFPA 1582 and OSHA standards. SiteMed is an Equal Opportunity Employer and an E-Verify participant employer.

SiteMed uses state of the art equipment and trained experienced staff. Testing is done under NFPA, OSHA, NIOSH and CAOHC procedures. We value your firefighter's privacy and maintain medical confidentiality throughout the entire testing process.

### **The SiteMed Difference**

#### **We are a physician owned company.**

Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighter health and wellness on the local, state and national level. They have performed over 50,000 NFPA 1582 Firefighter, Fire Brigade, EMS and HAZMAT exams. They understand the inherent medical risks firefighters face, and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs. What does this mean for you? Consistency, Reliability, & Dependability.

Other companies owned by non-physicians will often hire temporary outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams; this is what we do all day every day. Let us put our experience to work for you.

#### **Our examination meets and can exceed the NFPA 1582 standard.**

Other companies and clinics usually only perform portions of an NFPA 1582 exam or perform just an OSHA 1910.156 exam that does not meet the requirements for NFPA 1582. OSHA 1910.156 is commonly referred to as the Fire Brigade Standard, and is meant for companies that have Fire Brigades manned by their employees, not for Fire Departments.

The SiteMed NFPA 1582 medical exam program meets and with optional specialized testing, can exceed all aspects of the NFPA 1582 standard. We work with hundreds of departments, and our program has been effective for large 1000+ member departments as well as small volunteer departments.



**We come on-site to you.**

We realize yearly exams can be a daunting process. By coming on-site, we are able to perform up to 25-50 exams per day, and can usually perform all your physical exams in a short time period. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time, money and minimizes hassles related to annual physical exams.

**We focus on prevention.**

The purpose of a good wellness program is to enhance the health of your firefighters. It is not a punitive process. Anyone can issue a clearance letter, but our focus is on preventing disease and improving firefighter health and safety. This starts with a complete NFPA 1582 physical exam and our one-on-one counseling.

**We manage medical problems.**

If medical issues are discovered, we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform The 13 Essential Job Tasks. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

**We care about your health.**

As a physician owned company, we will customize your physical program to reflect your specific needs. This means that we can include extras not offered by other companies such as cardiac CT scanning, advanced genetic testing for heart disease and advanced cancer screenings.

**We use a unique two-phase process.**

We come on-site to collect labs several weeks prior to testing. That way when our providers meet with your firefighters they have all the information in front of them including labs and medical history, just like when they see their primary care physician. This means that during their individual one-on-one counseling session; we can make health recommendations individualized to each person at the time of the consultation.

**Year round access.**

What happens after the testing when you have a medical question? With SiteMed, you have year round access to our Fire Department Doctors for medical consultations. There is no extra charge for this service; it is part of our commitment to your department.

These are just a few of the benefits we can offer your department. Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to bid on this proposal. We look forward to working with you in the near future.

John Chattin,  
Business Development

*The information contained in this proposal is confidential information intended only for the use of the individual or entity named above. If the reader of this proposal is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this proposal in error, please immediately notify. Thank you.*

---

**Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582****A. Medical Component per NFPA 1582 Chapters 6 & 7**

- Comprehensive Medical History – All necessary forms will be provided
- Medical Examination - *Comprehensive physical exam includes head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check. Screens for Skin, Thyroid, and Testicular Cancers.*
- Vitals – Height, Weight and Blood Pressure
- Body Composition – Bio Impedance Analysis (BIA)
- Vision – Snellen (distance) screening
- Lab Analysis – Chemistry Screen, CBC, Lipid Panel, Thyroid and Urinalysis. Details on page 4.
- Hearing Test –audiogram using our Benson audiometers
- Pulmonary Function Testing (PFT)
- EKG – 12-lead resting electrocardiogram

**\$395 per person**

---

**B. Fitness Component per NFPA 1582 Chapter 8**

- WFI Submaximal Graded Treadmill Evaluation - to evaluate aerobic capacity (*per NFPA 1582 C.2.1.3*)
- Hand grip strength evaluation (NFPA 1582 C.2.1.5)
- Vertical Jump Assessment (NFPA 1582 C.2.1.8) or C.2.1.6 Leg Strength Evaluation
- Arm Strength Evaluation (NFPA 1582 C.2.1.7)
- Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)
- Prone Static Plank Core Stabilization Assessment (NFPA 1582 C.2.1.11)
- Sit and reach flexibility evaluation (NFPA 1582 C.2.1.12)

**Additional \$10 per person**

---

**C. SiteMed Value-Added Standard Components**

- One-on-one consultation with licensed medical provider. Medical provider may be a physician, physician's assistant or nurse practitioner
- Confidential copy of results and interpretations provided to each firefighter
- A physician evaluates all charts and issues the clearance letters which will be provided within 5 days of the physical examination if there are no medical issues requiring follow up
- Department Summary Report including relevant averages, ranges, and annual comparison statistics
- Option to add additional laboratory / studies. Details on pages 5 & 6.

**SiteMed Lab Analysis**

**Chemistry Screen (Screens for Liver Cancer & Biliary Cancer)**

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Blood Urea Nitrogen	Total Bilirubin
eGFR	
Creatinine	Alkaline Phosphatase
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH
Iron	

**Lipids:**

Triglycerides  
 Cholesterol, Total  
 HDL-High Density Lipoprotein Cholesterol  
 LDL-Low Density Lipoprotein Cholesterol  
 VLDL-Very Low Density Lipoprotein Cholesterol  
 Cholesterol / HDL-Cholesterol  
 Estimated Coronary Heart Disease Risk

**Urinalysis (sent out to lab, not dipstick)  
 (Screens for Bladder & Kidney Cancers)**

Color	Ketones
Appearance	Occult blood
Specific gravity	Leukocyte esterase
pH	Nitrite
Protein	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	

**Thyroid (Screens for Thyroid Cancer)**

Thyroid-stimulating Hormone (TSH)

**Complete Blood Count (CBC) (Screens for Lymphoma & Leukemia)**

White Blood Count (WBC)	
Red Blood Count (RBC)	Hemoglobin
Hematocrit	Mean Corpuscular Volume (MCV)
Platelets	Mean Corpuscular Hemoglobin (MCH)
RDW	Mean Corpuscular Hemoglobin Concentration (MCHC)

### Additional Services

These fees are in addition to the above basic program cost. If you would like to offer your firefighters additional services *at their expense*, please have them visit our website at [www.sitemedfire.com](http://www.sitemedfire.com) during phase I and click on the "store" tab in the navigation menu for more information.

<b>Chest X-Ray</b>	<b>\$110 per person</b>
<b>DOT Medical Cards</b>	<b>\$35 per person</b>
<b>Vision – Titmus</b> color blindness, visual acuity & depth perception	<b>\$18 per person</b>
<b>Cumulative Stress Evaluation</b>	<b>\$20 per person</b>
<b>Tuberculosis Skin Screening</b> (minimum number required)*	<b>\$25 per person</b>
<hr/>	
<b>Hepatitis B Antibody Screening</b> (Blood Test)	<b>\$27 per person</b>
<b>Hepatitis C Screening</b> (Blood Test)	<b>\$27 per person</b>
<b>Varicella Antibody Screening</b> (Blood Test)	<b>\$55 per person</b>
<b>Measles, Mumps, Rubella Screening</b> (Blood Test)	<b>\$75 per vaccine</b>
<b>Hepatitis A Vaccine</b> – 2-dose series	<b>\$95 per vaccine</b>
<b>Hepatitis B Vaccine</b> – 3-dose series	<b>\$85 per vaccine</b>
<b>Tetanus/Diphtheria/Pertussis Vaccination</b>	<b>\$65 per vaccine</b>
<b>Measles, Mumps, Rubella Vaccine</b>	<b>\$85 per vaccine</b>
<b>Varicella Vaccine</b>	<b>\$150 per vaccine</b>
<b>Influenza Vaccine</b> – requires pre-booking	<b>\$35 per vaccine</b>
<hr/>	
<b>Blood typing (ABO grouping &amp; Rho-D)</b>	<b>\$17 per person</b>
<b>HIV Screening</b> (Blood Test)	<b>\$25 per person</b>
<b>CRP (C-Reactive Protein)</b> - Marker of inflammation & possible cancer	<b>\$15 per person</b>
<b>Hemoglobin A1C</b> – Diabetes screen	<b>\$40 per person</b>
<b>Cholinesterase, RBC</b> – blood test (Haz-Mat teams)	<b>\$42 per person</b>
<b>Heavy Metals Blood Panel</b> (Haz-Mat teams: Arsenic, Mercury, Cadmium & Lead)	<b>\$150 per person</b>
<b>Blood and Urine Collection at LabCorp Facility</b>	<b>\$20 per person</b>
<hr/>	
<b><u>Testing for 40 years old and over:</u></b>	
<b>NMR Particle Test</b> Determines the # of High & Low Chol Particles	<b>\$45 per person</b>
<b>Coronary Calcium Scoring*</b> not available at all locations Used to detect hidden heart disease	<b>\$160 per person</b>
<b>Fecal Occult Blood Screening</b> - Screens for Colon & Rectal Cancers	<b>\$18 per person</b>
<b>Ovarian Cancer Screening (CA-125)</b> – female	<b>\$30 per person</b>
<b>PSA screening</b> – males; screens for Prostate cancer	<b>\$25 per person</b>

### **AGREEMENT**

The firefighter physical program includes the services listed on pages 3 & 4, technician(s) and medical provider.

The firefighter physical program includes the services listed on pages 3 & 4, technician(s) and medical provider.

Since this department does not meet our minimum requirement for on-site, these exams are to be done in conjunction with another fire department in the area.

Phase I (Blood draw) days    1 day, up to 4 hours  
Phase II (Testing) days    2 days, up to 4 hours each day

Medical and Fitness Component

Minimum number of exams    25 @ \$405 each = \$10,125

Optional Services = None

TOTAL    = \$10,125

Bloodwork will be drawn in the morning approximately 3-4 weeks prior to testing. Statistics will be submitted in a timely manner following last day of testing.

Additional fees of \$20 per person will apply for labs collected at LabCorp facility due to missed appointments or absenteeism during Phase I.

**Program will be broken down as follows:**

**Phase 1:** Laboratory specimen collection at your facility 3-4 weeks prior to Phase 2

**Phase 2:** All other services including physical exam

**Scheduling of services is as follows:** To be determined

**Billing of services is as follows:**     **25% to be invoiced after Phase I is completed**  
**75% to be invoiced after Phase II is completed**

**AGREEMENT**

This agreement made and entered this **date** \_\_\_\_\_ **of** \_\_\_\_\_, **2019** between **SiteMed** and **Moberly Fire Department**. This agreement shall exist for an initial period of two (2) years with annual scheduling on the below listed date for the above listed services and will automatically renew for successive scheduling annually thereafter unless otherwise notified by either party 60 days prior to scheduled testing.

Any cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum Charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the Minimum Charge if not rescheduled for a later date. Rescheduling of services will not incur cancellation fee. The above listed pricing will only be guaranteed for the initial period of two (2) years and only while above listed volume of testing remains the same or greater. Invoices are "Due upon Receipt". Increase in employee numbers may require additional testing dates.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the statement and conditions outlined above.

---

**Moberly Fire Department – Representative**

**Date**

---

**SiteMed – Representative**

**Date**

**REFERENCES:**

The following is a list of some of our most recent public safety jobs. I encourage you to contact our clients listed to discuss the key differences in our services vs. our competitors.

- **Central Jackson County FPD (MO)** – Assistant Chief Sam Persell – 816-797-9197 [spersell@cjcfpd.org](mailto:spersell@cjcfpd.org)
- **St. Joseph Fire Department (MO)** – Chief Mike Dalsing – 816-387-6070 [mdalsing@stjoemo.org](mailto:mdalsing@stjoemo.org)
- **Jefferson City Fire Department (MO)** – Chief Matt Schofield – 573-634-6404 [mschofield@jeffcitymo.org](mailto:mschofield@jeffcitymo.org)
- **Rolla Fire & Rescue Department (MO)** – Chief Ron Smith – 573-308-4052 [rsmith@rollacity.org](mailto:rsmith@rollacity.org)
- **Atlanta Fire Rescue Department (GA)** – Deputy Chief Chad Jones – 404-546-2744 [ccjones@atlantaga.gov](mailto:ccjones@atlantaga.gov)
- **Marietta Fire Department (GA)** – Commander George McKeehan – 770-794-5470 [gmckeehan@mariettaga.gov](mailto:gmckeehan@mariettaga.gov)
- **City of Smyrna (GA)**– Chief Roy Acree - 770-434-6667 [racree@ci.smyrna.ga.us](mailto:racree@ci.smyrna.ga.us)
- **Columbus Fire Department (GA)** – Chief Tim Smith – 706-329-8478 [tsmith@columbusga.org](mailto:tsmith@columbusga.org)
- **Mountain Brook Fire Department (AL)** – Chief David Kennedy – 205-802-3833 [kennedyd@mtnbrook.org](mailto:kennedyd@mtnbrook.org)
- **Pelham Fire Department (AL)** – Chief Brian Cleveland – 205-249-0372 [bcleveland@pelhamonline.com](mailto:bcleveland@pelhamonline.com)

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #14.  
 Department: Public Works  
 Date: December 16, 2019

**Agenda Item:** A Resolution Authorizing The City Manager To Execute A Letter Agreement With Howe Company, LLC For Surveying Of Sidewalk Easements Along KWIX Road And Pig-N-Bun Road.

**Summary:** We had to get the legal description of all the properties to obtain the easements for the construction of the sidewalk.

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



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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER AGREEMENT WITH HOWE COMPANY, LLC FOR SURVEYING OF SIDEWALK EASEMENTS ALONG KWIX ROAD AND PIG-N-BUN ROAD.**

**WHEREAS**, the City Manager has determined that special conditions exist which necessitate an exception to the selection of professional services procedure set forth in Sec. 2-436 of the City Code; and

**WHEREAS**, City staff have identified Howe Company, LLC as a professional survey firm which is proficient in surveying sidewalk easements needed by the City to complete sidewalk improvements along KWIX Road and Pig-N-Bun Road; and

**WHEREAS**, attached hereto is a proposed Letter Agreement for execution by the City Manager for services detailed therein at a cost of \$7,000.00 plus expenses.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the attached Agreement and authorizes the City Manager or his designee to execute the Agreement on behalf of the City.

**RESOLVED** this 16th day of December 2019, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

December 3, 2019

Brian Crane-City Manager  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270

Re: Survey of north ROW along KWIX Road and both sides of Pig-N-Bun Road  
for sidewalk easements and topographic information  
Agreement for Professional Services

Brian,

Thank you for considering Howe Company (HoweCo) to provide professional services in conjunction with the survey of the north right of way along KWIX Road and the right of way along South Morley and Pig-N-Bun Rd, hereafter called the "Project". A detailed description of our proposed services on the project is provided in the attached Basic Services Summary.

Our compensation for completing the services listed in the Basic Services Summary will be a lump sum fee of \$7,000.00, including the cost of reimbursable expenses for HoweCo vehicle mileage and internal copies. Reimbursable expenses (out-of-pocket expenses such as external copies and printing, delivery charges, filing fees, or application fees, etc.) are extra and will be invoiced at actual cost, plus ten percent (10%) to cover administrative overhead

You will be invoiced monthly, based on the project progress that has occurred. All invoices are due and payable on receipt and will be considered past due if payment is not received within 21 days. Once project invoices are past due, an interest charge will accrue to your account at the rate of one- and one-half percent (1½%) per month, and we will retain the right to cease work on the project until satisfactory arrangements are made to settle the account.

We expect to begin our services promptly, after receipt of your acceptance of this proposal, and complete our work, with all due diligence and in a timely manner. If there are protracted delays, for any reason, we will notify you immediately. You agree to provide all necessary information for the performance of our services within a reasonable time after it is requested and that HoweCo will be given timely access to the project site, as necessary, to complete the proposed professional services.

Brian Crane – City Manager  
City of Moberly  
December 3, 2019  
Page 2



The following individuals are designated as primary project representatives for City of Moberly and HoweCo. These individuals shall be the primary point of contact and shall receive all correspondence or notices.

**Howe Company, LLC**  
David Ausmus  
804 East Patton Street  
Macon, Missouri 63552  
Cell: 660-676-2128  
Direct: 660-395-4692  
Bus: 660-395-4693  
Fax: 660-395-4694  
E-mail: david@howecompany.com

**City of Moberly**  
Brian Crane-City Manager  
101 West Reed Street  
Moberly, MO 65270  
Bus: 660-269-8705 ext. 2062  
Fax: 660-269-8171  
E-mail: bcrane@cityofmoberly.com

This letter agreement, along with the attached Basic Services Summary and Terms and Conditions (3 pages), represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit HoweCo’s liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this letter agreement in the space provided below and return it to us. This proposal is open for 60 calendar days from the date on the cover page.

We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.

**HOWE COMPANY, LLC**

By: Shannon J. Howe  
Shannon J. Howe, P.E., S.E.

**CITY OF MOBERLY**

By: \_\_\_\_\_  
Brian Crane

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

Title: City Manager



### **BACKGROUND INFORMATION**

The following understanding serves as the basis for the development of the Scope of Services and Fees;

- The City of Moberly wishes to establish easements for a sidewalk along the north side of KWIX Rd and establish a right of way for Pig-N-Bun Road.

### **BASIC SERVICES SUMMARY**

Attached to and made a part of the Agreement for Professional Services dated December 2, 2019, by and between City of Moberly and Howe Company, LLC, (HoweCo) in respect to providing a survey of north ROW along KWIX Road and both sides of Pig-N-Bun Road for sidewalk easements and topographic information, the “Project” described therein.

### **SCOPE OF BASIC SERVICES**

For the compensation outlined in the of Agreement, Howe Company, LLC will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of HoweCo’s work and HoweCo assumes no responsibility to perform any services not specifically listed.

HoweCo will:

- 1) Establish the north ROW of KWIX Road and the ROW of South Morley where the proposed sidewalk will cross.
  - Provide 4 descriptions in doc format for sidewalk easements along the north side of KWIX Road. There are 4 property owners.
  - Provide a topographic survey 40 feet wide from the north edge of street pavement.
  - Set laths online along the north ROW of KWIX Road.
- 2) Show a proposed ROW for Pig-N-Bun Road that attempts not to include private property improvements.
  - The adjoining lots are described from the centerline of the road, which indicates that the City does not have street ROW
  - Submit to the City a proposed street ROW for review, ROW maybe different widths on each side of the street.
  - Provide 4 descriptions in Microsoft Word format for the proposed street ROW and for the proposed sidewalk to be located on the north side of the street. There are 4 property owners.
  - Provide a topographic survey 40 feet wide on each side of the existing street centerline.
  - Set laths 30 feet on the north side of the street and 20 feet on the south side of the street from existing centerline of street.



The City of Moberly will provide:

- City to prepare easement documents, insert description, obtain landowner signatures and record easements
- City to provide current property deeds. The GIS indicates that the concrete plant is on railroad property

### **ADDITIONAL SERVICES**

If agreed to by the client and HoweCo, we will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with HoweCo's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the client and HoweCo.

The following services are excluded from the Scope of Basic Services but may be added to the contract by a change order for additional fees;

- 1) Design of sidewalk and relocation of utilities
- 2) Easements documents, land owners signatures and recording of easement
- 3) Meeting with landowners and City of Moberly
- 4) Court appearances or condemnation proceedings
- 5) Boundary survey of existing lots
- 6) Permits
- 7) Construction staking

### **EXCLUDED SERVICES**

The following services are not included in the scope of services and are specifically excluded from the Scope of Services. If these services are required, then a supplemental agreement is required to add the scope and additional fee:

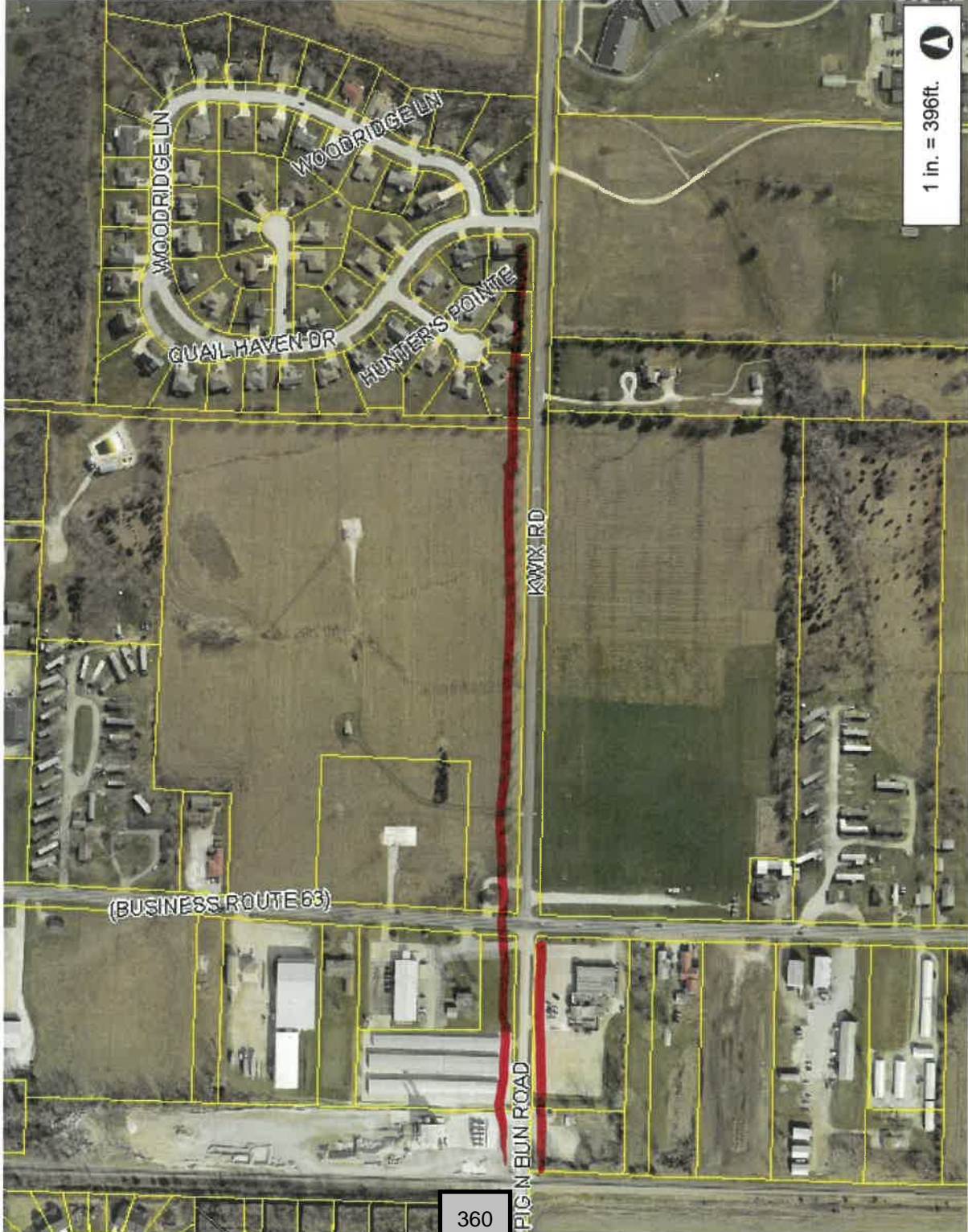
- 1) The design, development, coordination of wetland mitigation plans, reports, etc.
- 2) Administration, coordination, preparation, appraisals, letter offers, condemnation activities, and any other tasks related to the acquisition of right of way by any means except donation.
- 3) Surveying, staking, re-design efforts, etc. to avoid conflict with a utility after preliminary plans have been approved.



- 4) Preparation & coordination efforts required for utility agreements.
- 5) Testing of compaction & moisture for embankment, base, and pavement.
- 6) Development of right of way plans and easements.
- 7) Soil borings & geotechnical engineering recommendations.
- 8) Construction Staking.
- 9) Bidding services.
- 10) Construction Observation and Construction Contract Administration.



# Moberly, MO



360



## Legend

- Roads
- Parcel
- Lots
- South Ridge Lot Line

— topo x  
ROW

#14.

## Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

791.2 Feet

395.58

0

791.2



## STANDARD TERMS & CONDITIONS

**Item 1. Scope of Work.** Howe Company (HoweCo) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of HoweCo proposal, Hourly Rate Schedule, and these Terms & Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of HoweCo proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the accompanying Hourly Rate Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom the client releases any part of work.

HoweCo shall have no obligations to any party other than those expressed by agreement.

**Item 2. Site Access/Background Data.** The client will provide for the right-of-way access to the work site. In the event the work site is not owned by the client, client represents to HoweCo that all necessary permissions for HoweCo to enter the site and conduct the work have been obtained. While HoweCo shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of the work, that HoweCo has not included in its fee the cost of restoration of damage, and that the client will pay for such restoration costs. Client shall provide the appropriate land title and/or background information to HoweCo required for the performance of our work. HoweCo will not be required to perform an independent search for easements, encumbrances, title evidence and ownership data as HoweCo will rely upon the materials and representations that client supplies to HoweCo.

**Item 3. Utilities.** In the performance of its work, HoweCo will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on the utility or locator services to correctly identify their buried facilities and service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold HoweCo harmless and indemnify HoweCo from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by HoweCo for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to HoweCo or otherwise disclosed by the client, utility, or locator service. HoweCo will be responsible for ordering the utility locator or exploratory excavation services only if expressly set forth in the scope of the proposal.

**Item 4. Hazardous Materials and Site Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise HoweCo of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by HoweCo employees or subcontractors or which in any other way may be pertinent to HoweCo's proposed services.

**Item 5. Confidentiality.** HoweCo shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". HoweCo shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of HoweCo against claims or liabilities arising from performance of its services. The technical and pricing information contained in any report or proposal submitted by HoweCo is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of HoweCo. Client now has no contract with any other professional engineer/surveyor/planner for the performance of the specific services outlined in the agreement and any previous contracts are terminated and copies of all previous work will be provided to HoweCo for use in this current project.

**Item 6. Standard of Care.** HoweCo will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.





**STANDARD TERMS & CONDITIONS continued**

**Item 7. Technical Methodology and Protocol.** HoweCo will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other special methods or procedures are preferred by the client or are considered more appropriate, a written description or designation of these must be provided to HoweCo prior to execution of this agreement.

**Item 8. Limitations of Liability.** In recognition of the relative risks and benefits of the project to both the Client and HoweCo, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of HoweCo and his or her subconsultants to the client on the project for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, so that the total aggregate liability of HoweCo and his or her subconsultants to all those named shall not exceed HoweCo's total fee for services rendered, or \$50,000, whichever is less, on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Item 9. Consequential Damages.** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the client or HoweCo, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business, and/or loss of reputation.

**Item 10. Insurance and Indemnity.** HoweCo represents that it maintains general liability, property damage, and professional liability insurance, and that HoweCo's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the client upon request.

HoweCo shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. HoweCo agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by HoweCo. Except as expressly set forth in Items Nos. 8 and 9, the client agrees to hold HoweCo, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to HoweCo's work.

**Item 11. Modifications.** This agreement and all its attachments represent the entire understanding between the parties, and neither the client nor HoweCo may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These items and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 12. Reuse of Documents.** All documents including drawings, specifications, and electronic media furnished by HoweCo pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by client or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HoweCo will be at client's sole risk, and without liability of HoweCo, and client shall indemnify and hold harmless HoweCo from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle HoweCo to further compensation at rates to be agreed upon by client and HoweCo.

**Item 13. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 21 days of invoice date. The fees quoted are based upon an expected timely payment. Late payment charges of 1.5% per month will be added to delinquent charges. Client shall be further obligated to pay HoweCo's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This agreement is entered into in Macon County, Missouri and the Laws of Missouri are to apply to the agreement. If legal action is required by HoweCo, to collect fees or expenses advanced or to resolve disputes, then the parties agree that Macon County shall be the proper venue for that legal action. HoweCo, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate HoweCo for all services performed to and for such termination. If the Client fails to make payments when due or otherwise is in breach of this Agreement, HoweCo may suspend performance of services upon five (5) calendar days written or electronic notice to the Client. HoweCo shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of the Agreement by the Client.



**STANDARD TERMS & CONDITIONS continued**

**Item 14. Opinions of Cost.** Since HoweCo has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this project will be based upon its own experience with construction, but HoweCo cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the client wishes greater assurance as to the construction cost, they shall employ an independent cost estimator.

**Item 15. Shop Drawing Review.** Client agrees that HoweCo's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HoweCo's design intent and conformance with information given in the construction documents. HoweCo shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. Client warrants that the contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HoweCo.

**Item 16. Mediation.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and HoweCo agree that all disputes between them arising out of, or related to this Agreement, shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties agree to resolve conflicts that arise during the design or construction of the project or following the completion of the project by methods other than nonbinding mediation, then all such agreements must be set forth in writing, and must be signed by representatives of both the Client and HoweCo to be effective. It is further agreed by the Client and HoweCo that supplemental agreements to resolve conflicts that arise during the design or construction of the project, or following the completion of the project, must not only be signed by representatives of both the Client and HoweCo; but must specify, in writing, the method of dispute resolution which has been selected to replace nonbinding mediation.

**Item 17. Assignment.** Neither party of this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent to the other party. Subcontracting to subconsultants normally contemplated by HoweCo shall not be considered an assignment for purposes of this Agreement.

**Item 18. Betterment.** If a required item or component of the project should be omitted from construction documents, HoweCo shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will HoweCo be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

Terms and Conditions effective June 2014

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #15.  
 Department: Public Utilities  
 Date: December 16, 2019

**Agenda Item:** A Resolution Authorizing the Filing of an Application with the Missouri Department of Natural Resources, State Revolving Fund Program for Loans Under the Missouri Clean Water Law (Chapter 644, RSMO).

**Summary:** This resolution allows the City to apply for a 100% grant to connect the City of Huntsville and three private developments to the City of Moberly for the purpose of treating the wastewater from the existing facilities. This funding, if awarded, will be utilized to construct infrastructure to move the wastewater from Huntsville to the City of Moberly. This resolution is required for the submission of the grant application.

**Recommended**

**Action:** Approve the Resolution.

**Fund Name:** N/A

**Account Number:**

**Available Budget \$:**

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

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

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

**A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, STATE REVOLVING FUND PROGRAM FOR LOANS UNDER THE MISSOURI CLEAN WATER LAW (CHAPTER 644, RSMO).**

**WHEREAS**, pursuant to the terms of the Missouri Clean Water Law, Chapter 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

**NOW, THEREFORE, be it resolved** by the City Council of the City of Moberly, Missouri that:

1. Brian Crane and/or his designee is hereby authorized to execute and file an application on behalf of the City of Moberly, Missouri for a grant to aid in the construction of a regional sewer system to connect the City of Huntsville and various other private sewer lagoons between the City of Moberly and the City of Huntsville to the sewer treatment facilities maintained by the City of Moberly; and

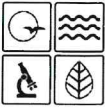
2. Brian Crane, the City Manager for the City of Moberly, and/or his designee is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by statute or regulation, and to receive payment on behalf of the applicant.

**RESOLVED** this 16th day of December, 2019, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
WATER PROTECTION PROGRAM, FINANCIAL ASSISTANCE CENTER  
**STATE REVOLVING FUND REGIONALIZATION INCENTIVE GRANT  
APPLICATION**

FOR OFFICE USE ONLY	
DATE RECEIVED	
FINANCIAL CODE	
TIER	PRIORITY POINTS

**This application is for a Clean Water State Revolving Fund Regionalization Incentive Grant.**  
Submit application to Missouri Department of Natural Resources, Financial Assistance Center  
P.O. Box 176, Jefferson City, MO 65102-0176. Please type or print legibly.

**1. APPLICANT INFORMATION**

NAME OF APPLICANT City of Moberly	DUNS NUMBER
--------------------------------------	-------------

Incorporated Municipality       Public Water/Sewer District

APPLICANT TELEPHONE NUMBER WITH AREA CODE (660) 269-8705 Ext. 2059	APPLICANT FAX NUMBER WITH AREA CODE (660) 262-9298
---	---

APPLICANT MAILING ADDRESS 101 W Reed Street	APPLICANT EMAIL ADDRESS mwc@cityofmoberly.com
--	--

CITY Moberly	STATE MO	ZIP CODE + FOUR 65270	COUNTY Randolph
-----------------	-------------	--------------------------	--------------------

AUTHORIZED REPRESENTATIVE NAME Brian Crane	AUTHORIZED REPRESENTATIVE TITLE City Manager
---	---

NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION Mary West-Calcagno	TITLE OF PERSON TO CONTACT ABOUT THIS APPLICATION Director of Public Utilities
--	---

TELEPHONE NUMBER WITH AREA CODE (660) 269-8705 Ext. 2059	CONTACT PERSON EMAIL ADDRESS mwc@cityofmoberly.com
---	---

**2. GENERAL INFORMATION**

NAME OF APPLICANT'S FACILITY TO RECEIVE FLOW Moberly WWTP	PERMIT # OF APPLICANT'S FACILITY TO RECEIVE FLOW MO-117960
--	---

DESIGN FLOW OF FACILITY 3.5MGD	ACTUAL FLOW OF FACILITY 2.0MGD	ESTIMATED ADDITIONAL FLOW 160,000 gpd average
-----------------------------------	-----------------------------------	--

ESTIMATED POPULATION OF AREA(S) TO BE SERVED	ESTIMATED NUMBER OF NEW SERVICE CUSTOMERS
--	---

U.S. CONGRESSIONAL DISTRICT NUMBER(S) 4	STATE SENATE DISTRICT NUMBER(S) 18	STATE REPRESENTATIVE DISTRICT NUMBER(S) 6
--	---------------------------------------	--

The proposed project has a completed Facility Plan.  No  Yes, attach copy  
(If yes, complete Sections 3 and 4 on page 2 of this application. If no, leave Sections 3 and 4 blank, and skip to Section 5.)

Applicant has fully negotiated service agreement(s) with all parties involved with the project and the agreement(s) meet Department minimum requirements. See minimum requirements attached to this application.  No  Yes, attach copy(s)

**Project Description and Environmental Benefits:**  
See Attachment #1



3. ARCHITECTURAL AND ENGINEERING CONSULTANT INFORMATION			
CONSULTING FIRM'S NAME McClure		PROJECT CONSULTANT'S NAME Dennis Stith	
CONSULTANT MAILING ADDRESS 107 Butler Street		CONSULTANT EMAIL ADDRESS dstith@mecresults.com	
CITY Macon	STATE Mo	ZIP CODE + FOUR 63552	
CONSULTANT TELEPHONE NUMBER WITH AREA CODE (660) 415-4010 Ext.		CONSULTANT FAX NUMBER WITH AREA CODE (660) 385-6614	DUNS NUMBER
4. PROJECT COST INFORMATION (PLEASE PROVIDE COPY OF FACILITY PLAN WITH APPLICATION)			
<b>Cost Estimate Dated:</b>			<b>Cost Breakdown</b>
Engineering Planning and Design			\$
Engineering (Construction Phase)			\$
Engineering Inspection			\$
Land and Easements			\$
Legal Fees			\$
Construction			\$
Equipment			\$
Other Costs (specify)			\$
Contingencies			\$
<b>Total Project Costs</b>			<b>\$ 0.00</b>
5. THE FOLLOWING INFORMATION IS REQUIRED BY 10 CSR 20-4.040 AND MUST BE INCLUDED WITH THIS APPLICATION FORM:			
<input checked="" type="checkbox"/> A project summary that includes the need for the project <input checked="" type="checkbox"/> The project components including maps or drawings showing the project location(s) <input checked="" type="checkbox"/> Resolution of Governing Body designating an authorized representative per 10 CSR 20-040(10) <input checked="" type="checkbox"/> Application signed by the authorized representative <input checked="" type="checkbox"/> Application signed by the owner(s) of systems proposed to be connected			
6. FACILITIES TO BE CONNECTED WITH THIS PROJECT (Complete one section for each facility to be connected.)			
FACILITY NAME		PERMIT # (IF PERMITTED) MO-	NAME OF RECEIVING STREAM
FACILITY OWNER OR REPRESENTATIVE		EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE
ADDRESS		CITY	STATE      ZIP CODE
CURRENT NUMBER OF CONNECTIONS	TOTAL FUTURE NUMBER OF CONNECTIONS IF DIFFERENT FROM CURRENT		MEDIAN HOUSEHOLD INCOME
FACILITY TYPE <input type="checkbox"/> Publicly Owned <input type="checkbox"/> Privately Owned		Site-specific Facility Plan completed. <input type="checkbox"/> No <input type="checkbox"/> Yes, attach copy	
COMPLIANCE HISTORY OF FACILITY <input type="checkbox"/> Facility in Enforcement <input type="checkbox"/> Facility Compliant and has a Permit with a Future Schedule of Compliance (SOC) Date <input type="checkbox"/> Facility Compliant no SOC			
The facility owner, or its representative, attests that the facility owner(s) desire to connect to the applicant's wastewater treatment system. The facility owner agrees to connect to the applicant's system and agrees to negotiate and enter into a service agreement with the applicant if the project is selected for award of a grant. The facility owner agrees, if a grant is awarded based on this application, to comply with all applicable terms, conditions and procedures of the Department of Natural Resources, the applicable rules and regulations of the Missouri Clean Water Commission and the terms and conditions of the grant agreement and negotiated service agreement.			
SIGNATURE OF FACILITY OWNER			DATE
NAME AND OFFICIAL TITLE (TYPE OR PRINT)			TELEPHONE NUMBER WITH AREA CODE Ext.

6. FACILITIES TO BE CONNECTED WITH THIS PROJECT (CONTINUED)

FACILITY NAME		PERMIT # (IF PERMITTED) MO-	NAME OF RECEIVING STREAM	
FACILITY OWNER OR REPRESENTATIVE		EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE	
ADDRESS		CITY	STATE	ZIP CODE
CURRENT NUMBER OF CONNECTIONS	TOTAL FUTURE NUMBER OF CONNECTIONS IF DIFFERENT FROM CURRENT		MEDIAN HOUSEHOLD INCOME	
FACILITY TYPE <input type="checkbox"/> Publicly Owned <input type="checkbox"/> Privately Owned		Site-specific Facility Plan completed. <input type="checkbox"/> No <input type="checkbox"/> Yes, attach copy		
COMPLIANCE HISTORY OF FACILITY <input checked="" type="checkbox"/> Facility in Enforcement <input type="checkbox"/> Facility Compliant and has a Permit with a Future Schedule of Compliance (SOC) Date <input type="checkbox"/> Facility Compliant no SOC				
The facility owner, or its representative, attests that the facility owner(s) desire to connect to the applicant's wastewater treatment system. The facility owner agrees to connect to the applicant's system and agrees to negotiate and enter into a service agreement with the applicant if the project is selected for award of a grant. The facility owner agrees, if a grant is awarded based on this application, to comply with all applicable terms, conditions and procedures of the Department of Natural Resources, the applicable rules and regulations of the Missouri Clean Water Commission and the terms and conditions of the grant agreement and negotiated service agreement.				
SIGNATURE OF FACILITY OWNER			DATE	
NAME AND OFFICIAL TITLE (TYPE OR PRINT)			TELEPHONE NUMBER WITH AREA CODE Ext.	
FACILITY NAME		PERMIT # (IF PERMITTED) MO-	NAME OF RECEIVING STREAM	
FACILITY OWNER OR REPRESENTATIVE		EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE	
ADDRESS		CITY	STATE	ZIP CODE
CURRENT NUMBER OF CONNECTIONS	TOTAL FUTURE NUMBER OF CONNECTIONS IF DIFFERENT FROM CURRENT		MEDIAN HOUSEHOLD INCOME	
FACILITY TYPE <input type="checkbox"/> Publicly Owned <input type="checkbox"/> Privately Owned		Site-specific Facility Plan completed. <input type="checkbox"/> No <input type="checkbox"/> Yes, attach copy		
COMPLIANCE HISTORY OF FACILITY <input type="checkbox"/> Facility in Enforcement <input type="checkbox"/> Facility Compliant and has a Permit with a Future Schedule of Compliance (SOC) Date <input type="checkbox"/> Facility Compliant no SOC				
The facility owner, or its representative, attests that the facility owner(s) desire to connect to the applicant's wastewater treatment system. The facility owner agrees to connect to the applicant's system and agrees to negotiate and enter into a service agreement with the applicant if the project is selected for award of a grant. The facility owner agrees, if a grant is awarded based on this application, to comply with all applicable terms, conditions and procedures of the Department of Natural Resources, the applicable rules and regulations of the Missouri Clean Water Commission and the terms and conditions of the grant agreement and negotiated service agreement.				
SIGNATURE OF FACILITY REPRESENTATIVE			DATE	
NAME AND OFFICIAL TITLE (TYPE OR PRINT)			TELEPHONE NUMBER WITH AREA CODE Ext.	
FACILITY NAME		PERMIT # (IF PERMITTED) MO-	NAME OF RECEIVING STREAM	
FACILITY OWNER OR REPRESENTATIVE		EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE	
ADDRESS		CITY	STATE	ZIP CODE
CURRENT NUMBER OF CONNECTIONS	TOTAL FUTURE NUMBER OF CONNECTIONS IF DIFFERENT FROM CURRENT		MEDIAN HOUSEHOLD INCOME	
FACILITY TYPE <input type="checkbox"/> Publicly Owned <input type="checkbox"/> Privately Owned		Site-specific Facility Plan completed. <input type="checkbox"/> No <input type="checkbox"/> Yes, attach copy		
COMPLIANCE HISTORY OF FACILITY <input type="checkbox"/> Facility in Enforcement <input type="checkbox"/> Facility Compliant and has a Permit with a Future Schedule of Compliance (SOC) Date <input type="checkbox"/> Facility Compliant no SOC				
The facility owner, or its representative, attests that the facility owner(s) desire to connect to the applicant's wastewater treatment system. The facility owner agrees to connect to the applicant's system and agrees to negotiate and enter into a service agreement with the applicant if the project is selected for award of a grant. The facility owner agrees, if a grant is awarded based on this application, to comply with all applicable terms, conditions and procedures of the Department of Natural Resources, the applicable rules and regulations of the Missouri Clean Water Commission and the terms and conditions of the grant agreement and negotiated service agreement.				
SIGNATURE OF FACILITY REPRESENTATIVE			DATE	
NAME AND OFFICIAL TITLE (TYPE OR PRINT)			TELEPHONE NUMBER WITH AREA CODE Ext.	
FACILITY NAME		PERMIT # (IF PERMITTED) MO-	NAME OF RECEIVING STREAM	
FACILITY OWNER OR REPRESENTATIVE		EMAIL ADDRESS	TELEPHONE NUMBER WITH AREA CODE	
ADDRESS		CITY	STATE	ZIP CODE
CURRENT NUMBER OF CONNECTIONS	TOTAL FUTURE NUMBER OF CONNECTIONS IF DIFFERENT FROM CURRENT		MEDIAN HOUSEHOLD INCOME	
FACILITY TYPE <input type="checkbox"/> Publicly Owned <input type="checkbox"/> Privately Owned		Site-specific Facility Plan completed. <input type="checkbox"/> No <input type="checkbox"/> Yes, attach copy		
COMPLIANCE HISTORY OF FACILITY <input type="checkbox"/> Facility in Enforcement <input type="checkbox"/> Facility Compliant and has a Permit with a Future Schedule of Compliance (SOC) Date <input type="checkbox"/> Facility Compliant no SOC				
The facility owner, or its representative, attests that the facility owner(s) desire to connect to the applicant's wastewater treatment system. The facility owner agrees to connect to the applicant's system and agrees to negotiate and enter into a service agreement with the applicant if the project is selected for award of a grant. The facility owner agrees, if a grant is awarded based on this application, to comply with all applicable terms, conditions and procedures of the Department of Natural Resources, the applicable rules and regulations of the Missouri Clean Water Commission and the terms and conditions of the grant agreement and negotiated service agreement.				
SIGNATURE OF FACILITY REPRESENTATIVE			DATE	
NAME AND OFFICIAL TITLE (TYPE OR PRINT)			TELEPHONE NUMBER WITH AREA CODE Ext.	

**CERTIFICATION:**

I, the undersigned authorized representative, certify that the information submitted in this application is true and correct to the best of my knowledge and that I am authorized to sign and submit this application. I attest that the applicant has communicated with the facility or facilities to be connected that are listed on this application, and it is my understanding that the facility or facilities wish to be connected to the applicant's wastewater treatment system. I attest that the applicant, if approved for funding, agrees to enter into a service agreement with the facility or facility owners listed on this application for the purpose of providing wastewater treatment for those communities. The applicant agrees, if a grant is awarded on the basis of this application, to comply with all applicable terms, conditions, and procedures of the Department of Natural Resources, the applicable rules and regulations of the Missouri Clean Water Commission, and the terms and conditions of the loan agreement. The Department will not evaluate incomplete applications.

SIGNATURE OF APPLICANT'S AUTHORIZED REPRESENTATIVE	DATE
--	------

NAME AND OFFICIAL TITLE (TYPE OR PRINT)	TELEPHONE NUMBER WITH AREA CODE Ext.
---	---

**PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)**

SIGNATURE OF PREPARER	DATE
-----------------------	------

NAME AND TITLE (PRINT OR TYPE)	TELEPHONE NUMBER WITH AREA CODE Ext.
--------------------------------	---



**RESOLUTION OF GOVERNING BODY OF APPLICANT**  
**RESOLUTION NO. \_\_\_\_\_**

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Chapter 644, RSMo.).

WHEREAS pursuant to the terms of the Missouri Clean Water Law, Chapter 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

NOW, THEREFORE, be it resolved by \_\_\_\_\_  
(governing body of applicant)

1. That \_\_\_\_\_ be and he/she is hereby authorized to execute and  
(designated official)  
file an application on behalf of \_\_\_\_\_  
(legal name of applicant)  
with the State of Missouri for a loan and/or grant to aid in the construction of:

\_\_\_\_\_  
(brief project description)

2. That \_\_\_\_\_,  
(name of authorized official) \_\_\_\_\_  
(title)

is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by statute or regulation, and to receive payment on behalf of the applicant.

**CERTIFICATE OF RECORDING OFFICER**

The undersigned, duly qualified and acting \_\_\_\_\_ of the  
(title of officer)

\_\_\_\_\_, does hereby certify: That the attached resolution is a  
(legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the \_\_\_\_\_  
(name of the governing body of applicant) held on the \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_; and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(signature of recording officer)

\_\_\_\_\_  
(title of recording officer)

SEAL (If applicant has an official seal, impress here.)

## Clean Water State Revolving Fund Regionalization Incentive Grant Application Instructions for Form 780-1951

Note: Any funding assistance is subject to all State Revolving Fund (SRF) requirements. Potential applicants should contact the Missouri Department of Natural Resources' Financial Assistance Center prior to completing and submitting an application to ensure the proposed project is within program parameters. Please contact the Financial Assistance Center at 573-751-1192 or toll free at 800-361-4827.

1. Print or type the applicant information. Include a street address if available. The applicant is the entity that will receive the grant funds, if awarded. Prior to receiving a grant, the entity must have a DUNS (Data Universal Numbering System) number. The DUNS number is a 9 digit number established and assigned by Dun and Bradstreet Inc., or D&B, to uniquely identify business entities. A DUNS number is available from D&B by telephone at 866-705-5711 or at <http://fedgov.dnb.com/webform>. The contact noted on the application should be knowledgeable about the application and able to be contacted during business hours.
2. Include general information regarding the applicant's wastewater facility that would be accepting the flow from the facility(s) being connected. Include the estimated population of the proposed facility(s) to be served, the estimated new number of customers/connections, indicate if a facility plan has already been developed for the project, and if service agreement(s) for all facility(s) that are part of the project have been executed.

Without a detailed project description, the project may not be considered eligible for the grant. The project description should fully describe the need for the project and the value of the project. The project description must include a description of the facility(s) to be connected including the type of wastewater treatment and collection system(s) serving the facility(s), any ongoing environmental protection and public health issues, such as impaired watersheds, contaminated sources, failing infrastructure, etc., a discussion of the facility(s) financial need (Median Household Income) for the grant and any other information believed pertinent. The applicant may attach separate pages containing the description, if additional space is needed.

3. Complete this section only if an engineering firm has been procured for the proposed project. Include the engineering firm's name and the name of the professional engineer working on the project. All engineering services must be procured in accordance with Section 8.285 – 8.291 RSMo. for those service costs to be eligible through this grant. This section can be left blank if engineering services have not already been procured for the project, unless the applicant meets the following definition.

A municipality which has been designated as the area-wide management authority per 10 CSR 20-6.010 (2) and not under Section 208 of the Federal Water Pollution Control Act that is connecting a private or public facility(s) within their political boundary and/or designated service area.

4. Complete this section only if a facility plan has already been prepared for this proposed project. Supply the cost estimates from the prepared facility plan for the proposed project. Land acquisition, surface and subsurface easements, places to store equipment and material during construction, and land needed to locate eligible projects are eligible costs. Funding recipients must certify compliance with the Uniform Relocation and Real Property Acquisition Act of 1970, P.L. 91-646, as amended. This section can be left blank if a facility plan has not already been developed for the project, unless the applicant meets the definition in No. 3.

5. Information required by 10 CSR 20-4.040 must be submitted before the application will be scored and prioritized. The map must include the location of the applicant's collection system (at a minimum, the portion of the collection system closest to the proposed facility to be connected) and the proposed facility(s) location(s).
6. Include information about the facility(s) to be connected; only wastewater treatment facility(s) with a Missouri State Operating Permit may be included. If the applicant is proposing to connect more than four (4) facilities with this grant, please copy and attach additional pages on the facilities to be connected as needed.

In addition to the application, the applicant must submit a "Resolution of Governing Body" designating an authorized representative, who will sign all documents, including this application. Language required in the resolution is provided after the application.

### **Incomplete Applications Will Not Be Evaluated or Returned**

- Sign the application; attach any additional information that will enable the department to prioritize the proposed project.
- Make a copy of the completed application for your records.
- Mail the completed applications to:  
Missouri Department of Natural Resources  
Water Protection Program  
Financial Assistance Center  
P.O. Box 176  
Jefferson City, MO 65102-0176
- Application can also be emailed to [FAC@dnr.mo.gov](mailto:FAC@dnr.mo.gov)

**The Department will accept applications between October 31, 2019, through December 31, 2019. All applications received outside these dates will not be considered until the following year's solicitation period, assuming funds are available the following year.**

### **For More Information:**

Missouri Department of Natural Resources  
Water Protection Program  
Financial Assistance Center  
P.O. Box 176  
Jefferson City, MO 65102-0176  
800-361-4827 or 573-751-1192  
FAX: 573-751-9396  
<https://dnr.mo.gov/env/wpp/srf/index.html>





## Project Description

The proposed wastewater regionalization project is located along the Highway JJ corridor between the cities of Huntsville and Moberly, Missouri. Currently permitted wastewater treatment facilities serving the City of Huntsville (MO-0040827 and MO-0040819), Moberly Mobile Home Park (MO-0045021), Heritage Hills Golf Course (MO-0095605) and Fox Hollow Mobile Home Park (MO-0035599) will connect to the City of Moberly collection system, thereby eliminating these wastewater discharges. Four of these facilities are currently facing MDNR enforcement action.

Each existing wastewater treatment facility will be replaced with an appropriately sized sewage pump station. Peak and emergency flow retention will be included at each pump station. A force main will convey wastewater from each pump station to a common force main located along Highway JJ to the receiving sewer in the Moberly collection system. The operation and maintenance of the pump stations will be the responsibility of the City of Moberly. Each station will be controlled by a common SCADA system that will be monitored by the City of Moberly.

Replacing these ineffective discharging lagoon systems with high level wastewater treatment at the City of Moberly Wastewater Treatment Facility will provide improved water quality for the affected area. Moberly's highly trained staff will provide the most effective operations and maintenance for the lift stations and force main system.

The project cost estimates included with this application provide the details of initial facilities including initial sizing of force mains, pump stations and other proposed construction.



**McClure**  
 Project No. 190748-010  
 Randolph County, MO

City of Moberly, Missouri  
 Estimated Total Project Cost  
 Connections to Moberly Collection System

December 10, 2019

<b>Total Project Estimate (without financing costs)</b>		<b>\$ 5,684,352</b>
Total	Connection Project Construction Cost	\$ 3,811,200
<b>Description:</b>		
<u>Huntsville Pump Stations and Force Main Construction Cost</u>		\$ 3,008,200
<u>Moberly Mobile Home Park Construction Cost</u>		\$ 272,600
Less ineligible lagoon closure cost (sludge removal)		\$ 75,000
<u>Moberly Mobile Home Park Construction Cost Less Ineligible</u>		\$ 197,600
<u>Heritage Hills Golf Course Construction Cost</u>		\$ 311,300
<u>Fox Hollow Mobile Home Park Construction Cost</u>		\$ 369,100
Less ineligible lagoon closure cost (sludge removal)		\$ 75,000
<u>Fox Hollow Mobile Home Park Construction Cost Less Ineligible</u>		\$ 294,100
<b>Other Costs</b>		<b>\$ 1,873,152</b>
<b>Construction Contingence Costs</b>		
Contingencies, as % of Total Construction Cost:		20% \$ 762,240
<b>Services Costs</b>		
Legal/Administration, % of Total Construction Cost		2% \$ 76,224
Environmental Reports		\$ 10,000
Legal Survey		\$ 30,000
Easements and Acquisition		\$ 60,000
Engineering, Design and Construction Phases		20% \$ 914,688
Other Costs, Geotech, testing		\$ 20,000
<b>Financing Costs</b>		<b>\$ -</b>
<b>Financing Costs, per financial advisor</b>		<b>PENDING</b>

NOTE 1: THIS ESTIMATE DOES NOT INCLUDE INFLATION.  
 NOTE 2: COSTS PROVIDED HEREIN ARE MADE ON THE BASIS OF ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENT THE ENGINEER'S BEST JUDGMENT. HOWEVER, THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT ACTUAL TOTAL COSTS WILL NOT VARY FROM THE ESTIMATE. THIS ESTIMATE IS INTENDED TO ASSIST IN BUDGETARY ASSESSMENT AND DOES NOT GUARANTEE THAT ACTUAL

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #16.  
 Department: Public Utilities  
 Date: December 16, 2019

**Agenda Item:** A Resolution Authorizing the Mayor to Execute a Consent and Agreement between Heritage Hills Golf Course, LLC and Moberly Missouri Public Building Corporation.

**Summary:** This resolution allows the City to enter into a user agreement with Heritage Hills Golf Course and Moberly Missouri Public Building Corporation for the connection of the facilities to the City of Moberly sewer system for treatment of wastewater.

**Recommended**

**Action:** Approve the resolution.

**Fund Name:** N/A

**Account Number:**

**Available Budget \$:**

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



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

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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONSENT AND AGREEMENT BETWEEN HERITAGE HILLS GOLF COURSE, LLC AND MOBERLY, MISSOURI PUBLIC BUILDING CORPORATION.**

**WHEREAS**, the city proposes to file an application for grant funding of a regional sewer system which, among other things, would decommission the sewer lagoon at the Heritage Hills golf course and connect the golf course with a sewer main and lift station to the city sewer treatment system; and

**WHEREAS**, the Asset Purchase and Sale Agreement entered into between the city and Heritage Hills Golf Course, LLC requires the consent of Heritage Hills Golf Course, LLC before any material alteration of golf course assets occurs; and

**WHEREAS**, the decommissioning of the golf course sewer lagoon and installation of a sewer main and lift station would be a material alteration of a golf course asset; and

**WHEREAS**, the Moberly, Missouri, Public Building Corporation is the record owner of the golf course property and therefore must also agree to the material alteration; and

**WHEREAS**, attached hereto is a Consent and Agreement document granting consent for the material alteration of the golf course by installation of a sewer main and lift station by the city, Heritage Hills Golf Course, LLC and Moberly, Missouri Public Building Corporation.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Consent and Agreement attached hereto and to take such other and further measures which may be necessary to complete the intent of this Resolution.

**RESOLVED** this 16<sup>th</sup> day of December, 2019, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

## CONSENT AND AGREEMENT

This Agreement (this “**Agreement**”) is made as of this \_\_\_\_ day of December, 2019 (the “**Effective Date**”), by and between Heritage Hills Golf Course LLC, a Missouri limited liability company (“**Heritage**”), and the City of Moberly, Missouri, a city of the third class and Missouri municipal corporation (the “**City**”) and Moberly, Missouri, Public Building Corporation, a Missouri nonprofit corporation (“**PBC**”).

**WHEREAS**, Heritage and the City entered into an Asset Purchase and Sale Agreement, dated as of January 7, 2019 (the “**Purchase Agreement**”) regarding a public golf course facility located at 3534 State Highway JJ South, Moberly, Missouri and generally known as Heritage Hills Golf Course (the “**Golf Course**”)

**WHEREAS**, PBC is now the record owner of the Golf Course and has executed a deed of trust (the “**Deed of Trust**”) in favor of Heritage secured by the Golf Course.

**WHEREAS**, the City and PBC desire to enter into a Cooperative Agreement to provide for the construction and installation of a sewer main and lift station on the Golf Course which sewer main and lift station will be owned and operated by the City.

**WHEREAS**, the parties to this Agreement acknowledge and agree that such installation of a sewer main and lift station represents a “material alteration” of the Real Estate (as referenced in Section 6.3 of the Purchase Agreement) which requires the consent of Heritage and that Heritage is willing to grant its consent thereto only upon the terms and conditions of this Agreement which terms and conditions the parties to this Agreement acknowledge and agree are reasonable.

**WHEREAS**, any defined terms used in this Agreement shall have the same definition, if any, as ascribed to them in the Purchase Agreement unless otherwise expressly defined in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth below, the parties agree as follows:

1. The above recitals are incorporated herein by reference.
2. Pursuant to Section 6.3 of the Purchase Agreement, Heritage consents to the City and PBC installing a sewer main and lift station on various portions of the Golf Course, including on the surface and subsurface of the Real Estate.
3. After such installation, the City agrees to operate and maintain the sewer main and lift station as part of the City’s sewer system and PBC agrees to maintain the current sewer collection system in place at the Golf Course.
4. The City is in the process of making a grant application through the Missouri Department of Natural Resources for a Clean Water State Revolving Fund Regionalization Grant to finance the sewer improvements described herein. If the City does not receive the grant, then the improvements contemplated herein will not be completed.
5. Within ninety (90) days after the date of this Agreement, the City shall ratify and confirm this Agreement pursuant to a duly authorized City Ordinance. The sewer improvements shall not be installed before the signing of such City Ordinance.

6. By their signatures below, the parties hereby agree to bind themselves and their successors or assigns to the terms of this Agreement. The parties acknowledge and agree that fax or PDF signatures on this Agreement shall be given the same effect as original signatures.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date first mentioned above.

Heritage

City

Heritage Hills Golf Course LLC

City of Moberly, Missouri,

By: \_\_\_\_\_  
Barbara A. Westhues  
Executive Vice President

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

**ATTEST:**

\_\_\_\_\_  
D.K. Galloway CMC/MRCC, City Clerk

**PBC**

Moberly, Missouri, Public Building Corporation

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

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #17.  
 Department: Public Utilities  
 Date: December 16, 2019

**Agenda Item:** A Resolution Correcting Resolution No. R-871 And Authorizing The City Manager To Purchase A Pump And Impellers For Sewer Lift Stations.

**Summary:** This resolution corrects a math error made in drafting the previously adopted resolution.

**Recommended**

**Action:** Approve the resolution.

**Fund Name:** Lift Stations and Lagoon Maintenance

**Account Number:** 301.114.5304

**Available Budget \$:** \$58,916.07

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

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

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

**A RESOLUTION CORRECTING RESOLUTION NO. R-871 AND AUTHORIZING THE CITY MANAGER TO PURCHASE A PUMP AND IMPELLERS FOR SEWER LIFT STATIONS.**

**WHEREAS**, a pump was taken out of service at the North Morley sewer lift station and 3 impellers were taken out of service at the 7 Bridges Road sewer lift station; and

**WHEREAS**, the replacement pump and replacement impellers are Single-Source items which do not require the city to follow its purchasing policy before purchasing; and

**WHEREAS**, the Hydro-Kinetics Corporation provided a Fairbanks Pump for the North Morley sewer lift station at a cost of \$16,800 and Vandevanter Engineering provided three impellers and associated hardware for the 7 Bridges Road sewer lift station at a cost of \$23,998.

**WHEREAS**, Resolution No. R-871 incorrectly stated that the total purchase price for the listed equipment was \$30,798.00 when the actual total is \$40,798.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the purchase of the Fairbanks Pump and the three impellers and associated hardware at a total cost of \$40,798.00.

**RESOLVED** this 16th day of December, 2019, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #18.  
 Department: Public Utilities  
 Date: December 16, 2019

**Agenda Item:** A Resolution Approving an Engineering Services Contract with Howe Company for the Purposes of Stormwater Plan Review and Design Services.

**Summary:** The City of Moberly Public Utilities Company is in need of a consulting engineer to review plans for compliance with City specifications and requirements for stormwater land disturbance, post construction, and applicability for regional stormwater detention facilities for the Moberly Area Industrial Park and other projects. The City will also include design of regional detention facilities to serve future projects.

**Recommended**

**Action:** Approve the Resolution

**Fund Name:** Capital Improvement Sales Tax

**Account Number:** 304.000.5408

**Available Budget \$:** 0

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

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO ENTER INTO AGREEMENT WITH HOWE COMPANY, LLC FOR PROFESSIONAL ENGINEERING SERVICES FOR STORM WATER PLAN REVIEW ASSISTANCE AGREEMENT.**

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

**WHEREAS,** The City Manager of the City of Moberly is hereby authorized to execute on behalf of the City of Moberly the attached Storm Water Plan Review Assistance Agreement for Professional Services with the Howe Company, LLC. A copy of the agreement is attached and made part of this ordinance.

**NOW, THEREFORE,** this resolution shall take effect and be in force from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

**RESOLVED** this \_\_\_\_\_ day of December, 2019 by the Council of the City of Moberly, Missouri,

**ATTEST:**

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

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

December 13, 2019

Brian Crane, City Manager  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270

Re: Storm Water Plan Review Assistance  
Agreement for Professional Services

Dear Mr. Crane,

Thank you for considering Howe Company (HoweCo) to provide professional services in conjunction with providing assistance with the review of storm water plans for compliance with city ordinances, hereafter called the "Project". A detailed description of our proposed services on the project is provided in the attached Basic Services Summary.

Our compensation for completing the services listed in the Basic Services Summary will accrue on an hourly basis, in accordance with our Hourly Rate Schedule, in effect at the time the services are performed. Reimbursable expenses (out-of-pocket expenses such as printing, vehicle mileage, delivery charges, filing fees, or application fees, etc.) will be invoiced at actual cost, plus ten percent (10%) to cover administrative overhead.

You will be invoiced monthly, based on the project progress that has occurred. All invoices are due and payable on receipt and will be considered past due if payment is not received within 21 days. Once project invoices are past due, an interest charge will accrue to your account at the rate of one-and-one-half percent (1½%) per month, and we will retain the right to cease work on the project until satisfactory arrangements are made to settle the account.

We expect to begin our services promptly, after receipt of your acceptance of this proposal, and complete our work, with all due diligence and in a timely manner. If there are protracted delays, for any reason, we will notify you immediately. You agree to provide all necessary information for the performance of our services within a reasonable time after it is requested and that HoweCo will be given timely access to the project site, as necessary, to complete the proposed professional services.



Brian Crane, City Manager  
City of Moberly  
December 13, 2019  
Page 2



The following individuals are designated as primary project representatives for City of Moberly and HoweCo. These individuals shall be the primary point of contact and shall receive all correspondence or notices.

**Howe Company, LLC**  
Shannon J. Howe, P.E., S.E.  
804 E. Patton Street  
Macon, Missouri 63552  
Phone: 660-395-4693  
Fax: 660-395-4694  
E-mail: shannon@howecompany.com

**City of Moberly**  
Brian Crane  
101 West Reed Street  
Moberly, MO 65270  
Phone: 660-269-8705  
Fax: 660-269-8171  
E-mail: bcrane@cityofmoberly.com

This letter agreement, along with the attached Basic Services Summary and Terms and Conditions (3 pages), represent the entire understanding between us in respect to this project. The Terms and Conditions detail many provisions affecting this agreement, including some which limit HoweCo's liability regarding the project. The Terms and Conditions should be read and understood before entering into this agreement. If these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this letter agreement in the space provided below and return it to us. This proposal is open for 60 calendar days from the date on the cover page.

We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.

**HOWE COMPANY, LLC**

By: *Shannon J. Howe*  
Shannon J. Howe, P.E., S.E.

By: \_\_\_\_\_  
(Name & Title of Additional Contact)

**City of Moberly**

By: \_\_\_\_\_  
Brian Crane

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

Title: City Manager



### **BACKGROUND INFORMATION**

The following understanding serves as the basis for the development of the Scope of Services and Fees;

- The City of Moberly requires assistance with the review of storm water plans for compliance with storm water ordinances.

### **BASIC SERVICES SUMMARY**

Attached to and made a part of the Agreement for Professional Services dated December 13, 2019, by and between City of Moberly and Howe Company, LLC, (HoweCo) in respect to providing assistance with the review of storm water plans for compliance with city ordinances, the "Project" described therein.

### **SCOPE OF BASIC SERVICES**

For the compensation outlined in the Agreement, Howe Company, LLC will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of HoweCo's work and HoweCo assumes no responsibility to perform any services not specifically listed.

HoweCo will:

- Receive email from authorized Moberly staff defining assigned review tasks.
- Receive submitted design documents.
- Review design documents and relevant stormwater ordinances.
- Provide written opinion by email of the design's compliance with stormwater ordinances. If design does not appear to comply then sufficient explanation will be provided so the design engineer can revise the design to address the deficiency.
- Attend meetings as requested by city staff.



### **ADDITIONAL SERVICES**

If agreed to by the client and HoweCo, we will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with HoweCo's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the client and HoweCo.

- No additional services

### **EXCLUDED SERVICES**

The following services are not included in the scope of services and are specifically excluded from the Scope of Services. If these services are required, then a supplemental agreement is required to add the scope and additional fee:





## STANDARD TERMS & CONDITIONS

**Item 1. Scope of Work.** Howe Company (HoweCo) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of HoweCo proposal, Hourly Rate Schedule, and these Terms & Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of HoweCo proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the accompanying Hourly Rate Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom the client releases any part of work.

HoweCo shall have no obligations to any party other than those expressed by agreement.

**Item 2. Site Access/Background Data.** The client will provide for the right-of-way access to the work site. In the event the work site is not owned by the client, client represents to HoweCo that all necessary permissions for HoweCo to enter the site and conduct the work have been obtained. While HoweCo shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of the work, that HoweCo has not included in its fee the cost of restoration of damage, and that the client will pay for such restoration costs. Client shall provide the appropriate land title and/or background information to HoweCo required for the performance of our work. HoweCo will not be required to perform an independent search for easements, encumbrances, title evidence and ownership data as HoweCo will rely upon the materials and representations that client supplies to HoweCo.

**Item 3. Utilities.** In the performance of its work, HoweCo will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on the utility or locator services to correctly identify their buried facilities and service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold HoweCo harmless and indemnify HoweCo from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by HoweCo for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to HoweCo or otherwise disclosed by the client, utility, or locator service. HoweCo will be responsible for ordering the utility locator or exploratory excavation services only if expressly set forth in the scope of the proposal.

**Item 4. Hazardous Materials and Site Conditions.** Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise HoweCo of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by HoweCo employees or subcontractors or which in any other way may be pertinent to HoweCo's proposed services.

**Item 5. Confidentiality.** HoweCo shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". HoweCo shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of HoweCo against claims or liabilities arising from performance of its services. The technical and pricing information contained in any report or proposal submitted by HoweCo is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of HoweCo. Client now has no contract with any other professional engineer/surveyor/planner for the performance of the specific services outlined in the agreement and any previous contracts are terminated and copies of all previous work will be provided to HoweCo for use in this current project.

**Item 6. Standard of Care.** HoweCo will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

**Item 7. Technical Methodology and Protocol.** HoweCo will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other special methods or procedures are preferred by the client or are considered more appropriate, a written description or designation of these must be provided to HoweCo prior to execution of this agreement.

**Item 8. Limitations of Liability.** In recognition of the relative risks and benefits of the project to both the Client and HoweCo, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of HoweCo and his or her subconsultants to the client on the project for any and all claims, losses, costs, damages





### STANDARD TERMS & CONDITIONS continued

of any nature whatsoever, or claims expenses from any cause or causes, so that the total aggregate liability of HoweCo and his or her subconsultants to all those named shall not exceed HoweCo's total fee for services rendered, or \$50,000, whichever is less, on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Item 9. Consequential Damages.** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the client or HoweCo, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business, and/or loss of reputation.

**Item 10. Insurance and Indemnity.** HoweCo represents that it maintains general liability, property damage, and professional liability insurance, and that HoweCo's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the client upon request.

HoweCo shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. HoweCo agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by HoweCo. Except as expressly set forth in Items Nos. 8 and 9, the client agrees to hold HoweCo, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to HoweCo's work.

**Item 11. Modifications.** This agreement and all its attachments represent the entire understanding between the parties, and neither the client nor HoweCo may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These items and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

**Item 12. Reuse of Documents.** All documents including drawings, specifications, and electronic media furnished by HoweCo pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by client or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HoweCo will be at client's sole risk, and without liability of HoweCo, and client shall indemnify and hold harmless HoweCo from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle HoweCo to further compensation at rates to be agreed upon by client and HoweCo.

**Item 13. Payment.** Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 21 days of invoice date. The fees quoted are based upon an expected timely payment. Late payment charges of 1.5% per month will be added to delinquent charges. Client shall be further obligated to pay HoweCo's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This agreement is entered into in Macon County, Missouri and the Laws of Missouri are to apply to the agreement. If legal action is required by HoweCo, to collect fees or expenses advanced or to resolve disputes, then the parties agree that Macon County shall be the proper venue for that legal action. HoweCo, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate HoweCo for all services performed to and for such termination. If the Client fails to make payments when due or otherwise is in breach of this Agreement, HoweCo may suspend performance of services upon five (5) calendar days written or electronic notice to the Client. HoweCo shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of the Agreement by the Client.

**Item 14. Opinions of Cost.** Since HoweCo has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost for this project will be based upon its own experience with construction, but HoweCo cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the client wishes greater assurance as to the construction cost, they shall employ an independent cost estimator.

**Item 15. Shop Drawing Review.** Client agrees that HoweCo's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HoweCo's design intent and conformance with information given in the construction documents. HoweCo shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. The contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. Client warrants that the contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HoweCo.

**Item 16. Mediation.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and HoweCo agree that all disputes between them arising out of, or



### STANDARD TERMS & CONDITIONS continued

related to this Agreement, shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties agree to resolve conflicts that arise during the design or construction of the project or following the completion of the project by methods other than nonbinding mediation, then all such agreements must be set forth in writing, and must be signed by representatives of both the Client and HoweCo to be effective. It is further agreed by the Client and HoweCo that supplemental agreements to resolve conflicts that arise during the design or construction of the project, or following the completion of the project, must not only be signed by representatives of both the Client and HoweCo; but must specify, in writing, the method of dispute resolution which has been selected to replace nonbinding mediation.

**Item 17. Assignment.** Neither party of this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent to the other party. Subcontracting to subconsultants normally contemplated by HoweCo shall not be considered an assignment for purposes of this Agreement.

**Item 18. Betterment.** If a required item or component of the project should be omitted from construction documents, HoweCo shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will HoweCo be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

**Item 19. Construction Contingency.** Client recognizes and expects that certain change orders may be required to be issued as the result in whole or part om imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by the E/A/S or in the other professional services performed or furnished by the E/A/S under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies

Terms and Conditions effective February 2019

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
Department: City Clerk  
Date: December 16, 2019

**Agenda Item:** A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

**Summary:** Appropriation Resolution.

**Recommended**

**Action:** Please approve this Resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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



**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$335,820.40.**

**WHEREAS**, the funds are to be disbursed as follows;

- SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 16, 2019 in the amount of \$41,546.81.
- SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 16, 2019 in the amount of \$700.00.
- SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 16, 2019 in the amount of \$42,581.40.
- SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 16, 2019 in the amount of \$63,374.07.
- SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 16, 2019 in the amount of \$13,510.21.
- SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 16, 2019 in the amount of \$17,394.86.
- SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 16, 2019 in the amount of \$6,400.27.
- SECTION 8: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 16, 2019 in the amount of \$2,922.10.
- SECTION 9: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 16, 2019 in the amount of \$134,441.77.
- SECTION 10: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 16, 2019 in the amount of \$27.00.
- SECTION 11: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 16, 2019 in the amount of \$672.10.
- SECTION 12: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 16, 2019 in the amount of \$223.46.
- SECTION 13: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 16, 2019 in the amount of \$12,026.35.

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

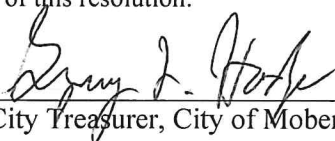
**RESOLVED** this 16th day of December 2019 by the Council of the City of Moberly, Missouri.

ATTEST:

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

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

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

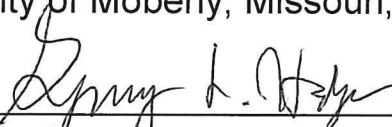
  
\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri



**EXPENSES PAID DECEMBER 3, 2019 - DECEMBER 12, 2019 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE DECEMBER 16, 2019 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	41,546.81
Non-Resident Lodging Tax	\$	700.00
Payroll Fund	\$	42,581.40
Solid Waste Fund	\$	63,374.07
Heritage Hills Golf Course Fund	\$	13,510.21
Parks and Recreation Fund	\$	17,394.86
Airport Fund	\$	6,400.27
Utilities Collection Fund	\$	2,922.10
Utilities OP & Maintenance Fund	\$	134,441.77
Capital Improvement Trust Fund	\$	27.00
Emergency Telephone Fund	\$	672.10
Transportation Trust Fund	\$	223.46
Street Improvement Fund	\$	12,026.35
<b>Total</b>	<b>\$</b>	<b>335,820.40</b>

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.

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

12/12/2019  
\_\_\_\_\_  
Date

#19.

BANK# BANK NAME  
 CHECK# DATE ACCOUNT# NAME CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

24 DISBURSEMENTS

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
* 82073 Thru 82081										
82082	12/06/2019	3112	ARAMARK UNIFORM SERVICES	847.38						
82083	12/06/2019	5883	GREATLIFE KANSAS CITY LLC	12,860.00						
82084	12/06/2019	2556	PETTY CASH	121.10						
82085	12/06/2019	5939	WILLIAMS RICK	1,500.00						
82086	12/11/2019	3	AFLAC GROUP INSURANCE	2,253.58						
82087	12/11/2019	2646	VALIC	892.00						
82088	12/12/2019	3055	ADVANCED DISPOSAL - MACON	65,721.20						
82089	12/12/2019	351	AGEE, CARL W	722.68						
82090	12/12/2019	5933	ALBERTS SHOE REPAIR	152.00						
82091	12/12/2019	4207	ALPHA MEDIA LLC	75.00						
82092	12/12/2019	2790	AMERICAN WATER WORKS ASSOC	79.00						
82093	12/12/2019	4504	AT&T 5011	635.00						
82094	12/12/2019	2063	BIGHAM WIRELESS CONSULTING LLC	30.00						
82095	12/12/2019	34	BOB'S TIRE, LLC	145.00						
82096	12/12/2019	35	BOGIE PUMP INC	416.44						
82097	12/12/2019	2885	BOTKINS TRUCKING LLC	5,570.66						
82098	12/12/2019	191	BROWNFIELD OIL CO INC	123.00						
82099	12/12/2019	2237	MILLER DARLA L	253.00						
82100	12/12/2019	5004	CHAMPION BRANDS LLC	1,055.39						
82101	12/12/2019	598	CHARITON VALLEY COMMUNICATIONS	168.98						
82102	12/12/2019	3137	CINTAS CORPORATION #379	436.20						
82103	12/12/2019	5936	COBB LINDA	100.00						
82104	12/12/2019	3063	CONLEY FOREST DO	190.00						
82105	12/12/2019	678	CROWN POWER & EQUIPMENT	73,789.75						
82106	12/12/2019	2913	CULLIGAN WATER CONDITIONING	74.92						
82107	12/12/2019	2908	CUNNINGHAM VOGEL & ROST PC	8,793.89						
82108	12/12/2019	118	D & L TRENCHING INC	1,075.00						
82109	12/12/2019	5797	DA-COM	400.00						
82110	12/12/2019	695	ENGINEERING SURVEYS & SERVICES	2,190.00						
82111	12/12/2019	699	FEDERAL EXPRESS	113.72						
82112	12/12/2019	1344	FRED WEBER INC	3,160.71						
82113	12/12/2019	2839	FUSION TECHNOLOGY LLC	39.98						
82114	12/12/2019	3806	GFI DIGITAL INC	13.09						
82115	12/12/2019	737	HACH COMPANY	4,839.99						
82116	12/12/2019	103	HARRIS COMPUTER SYSTEMS	609.80						
82117	12/12/2019	877	HAUSER ELECTRIC CO INC	250.00						
82118	12/12/2019	62	HILLYARD - COLUMBIA	141.74						
82119	12/12/2019	5937	HOLLAND JORDAN	150.00						
82120	12/12/2019	759	HUTCHINSON SALT COMPANY	4,241.13						
82121	12/12/2019	471	HYDRO KINETICS	16,942.58						
82122	12/12/2019	763	SUMNER ONE	240.13						
82123	12/12/2019	5591	INOVATIA LABORATORIES LLC	544.00						
82124	12/12/2019	3179	KELLEY INSTRUMENTS, INC	357.00						
82125	12/12/2019	4336	KEY EQUIPMENT & SUPPLY CO.	447.01						
82126	12/12/2019	4776	KNOT AS IT SEEMS FLOWERS & GIF	59.50						
82127	12/12/2019	3144	KZZT FM 105 INC	132.60						
82128	12/12/2019	5830	LANDIS+GYR TECHNOLOGY INC	2,538.63						
82129	12/12/2019	1381	LEON UNIFORM COMPANY	2,821.34						
82130	12/12/2019	1246	LOCHNER	5,728.65						
82131	12/12/2019	3015	LOWE'S HOME CENTERS, LLC	.00						

VOID:

395

#19.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
82132	12/12/2019	3015	LOWE'S HOME CENTERS, LLC	1,957.50				
82133	12/12/2019	1565	MACON ELECTRIC COOP	40.46				
82134	12/12/2019	1716	MAILFINANCE	314.79				
82135	12/12/2019	679	MARTECK	40.00				
82136	12/12/2019	2717	MATHESON TRI GAS INC	341.79				
82137	12/12/2019	260	MIDLAND GIS SOLUTIONS	200.00				
82138	12/12/2019	5239	MISSOURI DEPART OF REV 3375	2,922.10				
82139	12/12/2019	3041	MO ONE CALL SYSTEM INC	174.00				
82140	12/12/2019	1921	MOBERLY LUMBER INC	.00				VOID:
82141	12/12/2019	1921	MOBERLY LUMBER INC	638.31				
82142	12/12/2019	1935	MOBERLY MONITOR INDEX	687.60				
82143	12/12/2019	2907	MOBERLY READY MIX	6,408.59				
82144	12/12/2019	4267	MOPERM	1,496.00				
82145	12/12/2019	1604	NAPA AUTO PARTS OF MOBERLY	.00				VOID:
82146	12/12/2019	1604	NAPA AUTO PARTS OF MOBERLY	1,140.03				
82147	12/12/2019	2152	NEMO ELECTRIC CO INC	1,947.25				
82148	12/12/2019	3079	NEWMAN COMLEY & RUTH PC	1,687.50				
82149	12/12/2019	2299	O'REILLY AUTOMOTIVE STORES INC	95.21				
82150	12/12/2019	5579	PERRY AGRICULTURAL LAB INC	215.04				
82151	12/12/2019	2166	PERSONNEL EVALUATION INC	187.20				
82152	12/12/2019	2586	PRATHERS TOWING	75.00				
82153	12/12/2019	5829	Q SECURITY SOLUTIONS	198.00				
82154	12/12/2019	4924	R P LUMBER COMPANY INC	999.77				
82155	12/12/2019	415	RANDOLPH AREA YMCA	1,114.00				
82156	12/12/2019	2881	RANDOLPH COUNTY FAIR	700.00				
82157	12/12/2019	2292	RECORDS MANAGEMENT SOLUTIONS	900.00				
82158	12/12/2019	3014	SAM'S CLUB	197.66				
82159	12/12/2019	2603	SAM'S HEALTH MART NO.1	58.59				
82160	12/12/2019	617	SCHULTE SUPPLY INC	1,134.54				
82161	12/12/2019	2823	SIRCHIE FINGER PRINT LABORATOR	184.48				
82162	12/12/2019	5938	SMITH APRIL C/O EARNEST CASE	89.98				
82163	12/12/2019	2610	BRENDLINGER ENTERPRISES INC	731.00				
82164	12/12/2019	494	SOCKET TELECOM LLC	.00				VOID:
82165	12/12/2019	494	SOCKET TELECOM LLC	2,566.39				
82166	12/12/2019	4634	STANARD & ASSOCIATES, INC	984.93				
82167	12/12/2019	5700	STAPLES	1,059.04				
82168	12/12/2019	4223	TOOLS PLUS INDUSTRIES LLC	394.08				
82169	12/12/2019	2644	USA BLUE BOOK	1,091.36				
82170	12/12/2019	2921	UTILITY SERVICE CO INC	17,040.89				
82171	12/12/2019	5935	VANCLEVE BILLIE	100.00				
82172	12/12/2019	5835	VEE-JAY CEMENT CONTRACTING	11,424.92				
82173	12/12/2019	2742	WAL MART COMMUNITY	947.09				
82174	12/12/2019	5592	WEHMEYER ALLEN	150.00				
82175	12/12/2019	5593	WEHMEYER LISA	150.00				
82176	12/12/2019	3007	WESTFALL COMPANY INC	1,843.00				
82177	12/12/2019	2656	WESTLAKE HARDWARE	.00				VOID:
82178	12/12/2019	2656	WESTLAKE HARDWARE	.00				VOID:
82179	12/12/2019	2656	WESTLAKE HARDWARE	768.72				
82180	12/12/2019	5908	WILLIAMS KEEPERS, LLC	5,990.00				
82181	12/12/2019	5298	ZAMKUS AND ASSOCIATES LLC	1,000.00				
82182	12/12/2019	5294	ZURCHER TIRE INC	428.00				

# ACCOUNTS PAYABLE CHECK REGISTER

#19.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							

---

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

BANK TOTALS:	
OUTSTANDING	296,857.58
CLEARED	.00
	-----
BANK 24 TOTAL	296,857.58
**VOIDED**	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
<hr/>				
100 GENERAL FUND	41,546.81	41,546.81	.00	.00
102 NON-RESIDENT LODGING TAX	700.00	700.00	.00	.00
105 PAYROLL FUND	3,618.58	3,618.58	.00	.00
110 SOLID WASTE FUND	63,374.07	63,374.07	.00	.00
114 HERITAGE HILLS GOLF CRSE	13,510.21	13,510.21	.00	.00
115 PARKS & RECREATION FUND	17,394.86	17,394.86	.00	.00
120 AIRPORT FUND	6,400.27	6,400.27	.00	.00
300 UTILITIES COLLECTION FUND	2,922.10	2,922.10	.00	.00
301 UTILITIES OP & MAINT	134,441.77	134,441.77	.00	.00
304 CAPITAL IMPROVEMENT TRUST	27.00	27.00	.00	.00
400 EMERGENCY TELEPHONE FUND	672.10	672.10	.00	.00
600 TRANSPORTATION TRUST FUND	223.46	223.46	.00	.00
601 STREET IMPROVEMENT FUND	12,026.35	12,026.35	.00	.00

397



# ACCOUNTS PAYABLE CHECK REGISTER

\*\*\* CHECK SUMMARY \*\*\*

#19.

BANK#	BANK NAME	DESCRIPTION
CHECK#		

---

24 DISBURSEMENTS

82073 Thru	82081	Utility Billing Checks
82082 Thru	82182	Accounts Payable Checks

398

# ACCOUNTS PAYABLE CHECK REGISTER

#19.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
-------	-----------	----------	------	--------------	---------	--------	------	-----------------

24 DISBURSEMENTS

20190746	11/18/2019	1800	MO LAGERS	38,962.82				E-PAY
----------	------------	------	-----------	-----------	--	--	--	-------

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

BANK TOTALS:	
OUTSTANDING	38,962.82
CLEARED	.00
	-----
BANK 24 TOTAL	38,962.82
**VOIDED**	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
-----	-----	-----	-----	-----
105 PAYROLL FUND	38,962.82	38,962.82	.00	.00

399

**ACCOUNTS PAYABLE CHECK REGISTER**  
\*\*\* CHECK SUMMARY \*\*\*

#19.

BANK# BANK NAME  
CHECK# DESCRIPTION

---

24 DISBURSEMENTS

20190746 Accounts Payable E-Pay

400

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #20.  
 Department: City Manager  
 Date: December 16, 2019

**Agenda Item:** Department Head Monthly Reports

**Summary:** Attached is Community Development Monthly Report/Public Works Monthly, Finance Department Monthly Report, Parks and Rec. Monthly Report, Police Department Monthly Report, Fire Department Monthly Report, Public Utility Monthly Report, Moberly Area Economic Development, Moberly Chamber of Commerce.

These are for you to review on the activity that each Department has accomplished for the Month November.

**Recommended**

**Action:** Just for your review

**Fund Name:** N/A

**Account Number:** N/A

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

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



# COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

#20.

November 2019

## A. PROJECTS

### Public Work/Community Development

**Fennel Building and Associated Property** – plans are out for bid, with a due date of January 7, 2020. We have included the roofs for Fennel and Pro Auto, with an alternate to construct the support and canopy for the JT Cross building. If we can get the roofs all on and buildings sealed up, we will go ahead with new garage doors on the structures to get them closed.

### Street Maintenance

**Street Maintenance** - Crews have been focused on drainage improvements, jetting out culverts, replacing culverts, cleaning out curb inlets and making repairs to inlets and curbs around town. It's slow process with the size of our crew, but we are trying to target the worst areas. As stormwater is a split topic with utilities, we must work together on many issues to improve inlets or under street drainage and coordinate to get cleanout/repairs/upgrades to off r/w drainage.

**Street striping** – Remole Painting has some work and re-work (downtown parking spaces) remaining. He will try to get some additional work completed this year as weather permits. He has been painting some RR crossings as recent at Dec.7<sup>th</sup>.

**Mixed Glass Recycling Grant** – We were giving the formal approval to proceed with approved acquisitions for this project. We were fortunate that we were able to get funding approved for a replacement truck that will also serve as the vehicle to shuffle the glass recycling trailers to the bunker. While this will be the vehicle used for this purpose, it will also fill a role as one of our everyday street maintenance vehicles. We will be working to get bids out for the other recycling trailer and work towards having staff construct the glass storage bunker at the transfer station.

**Governor's Cost Share Grant** – I have been answering some questions for them **on this application**. They are still not sure how the funding will be broken out, and how strongly the Economic Development requirement will play into it. This was a main component, but few applications have direct relationship to Economic Development. The good part about this funding is it can be used off-system.

**Demolition Grant** – I have spoken with staff at DED and was informed that awards would be announced the week of Dec 8<sup>th</sup>. It still sounds very positive for us, and I am hopeful that we will have good news soon so we can start the process of getting a first round of properties out for bid. We have several properties in town that are literally falling in and need to come down immediately.

**Route M Phase II** – (Bridge & abutment design) – Contech was the successful bidder for the bridge and abutment. It is a weathering steel bridge that will have a long, maintenance free service life. I understand how seemingly the simplest things seem so difficult and expensive. I go out of my way to try and get the best cost/value for the City yet work within the allowed guidelines. The contract for Rhad Baker is on the upcoming agenda to construct the abutments, install the bridge and install all the accessory items, including the radar speed signs. I feel like these are a key component for the safety of the new lighted cross-walk that the School felt was important enough to partner with us on.

**Cost Share Grant** – There is still some funding available through the cost share funds, like what we are using for sidewalks along Morley and Hwy 24. Unlike the Gov. Cost Share funds, this funding must be used on-system (MoDOT's r/w). One area that has been a focus for us is South Morley. We have conducted studies there to look at the addition of a center turn lane, at least down as far as McKinsey. As most of you that have driven South Morley know, MoDOT had to do some patch work and a full mill and overlay job is desperately needed to improve road and ride quality through this area. We would love to try and coordinate the stormwater improvements, widening/turn lane and repaving all as one project with MoDOT paying for paving work and acquiring cost share funding to cover 50% of our desired improvements. If we got lucky, we could apply for TAP funds as well and try to make ADA improvements to the sidewalks with those funds, as we would be required to improve all the sidewalks in the construction area. MoDOT is on-board with the idea and will work to let us know when timing works best to make those stars align.

**Hospital Light** – MRMC has been wanting a light at their North outer road entrance, but it's all on MoDOT r/w. MoDOT will allow the City to put a pole there, but the cost to get electrical service there from Ameren is in the \$10's of thousands. MoDOT has agreed to allow the City to apply for the permit to install an approved breakaway light pole that could be powered by an extension from the on-site service from MRMC. I have left a message with the hospital to discuss this further.

**Entry Signs** – We have been round and round with MoDOT on this topic and the rules seem to be in a state of constant flux. What was good in one City is no longer allowed. We have it narrowed down to being able to use breakaway poles, either wooden or metal, and the metal we can powder coat. We could use powder coated breakaway poles with our proposed welcome sign and the breakaway signs can be much closer to the highway than the other proposed structures which in some cases, couldn't be in the r/w.

The worst-case scenario would be an answer of "not eligible". In this situation, we would have to consider listing the three buildings that we want on the register (Auditorium, Kelly Hotel & Commerce), but it does mean they would have to go through the Council as individual nominations. The earliest date for that is March 2020.

**MoDOT** – I recently met with Brian Untiedt, District Engineer and Rob Freese in R/W. We covered several topics.

**Garfield & Harrison CDBG Curb & Gutter project** – staff has been working with engineers from Bartlett & West on detention efforts for Fox Run subdivision. We have a three-phase approach to dealing with issues in this area. Phase one would cost the City \$18,245.25 and more than compensate for any additional stormwater caused by the Harrison & Garfield improvements. Additionally, we have been able to carve out \$58,492 from the Harrison & Garfield project to more than compensate for this cost.

Phase II of the detention would be a larger detention basin at Fox Park. The cost for this work would be \$139,905.25. Public Works could put the remaining reductions in costs from Harrison & Garfield (\$40,246.75) towards this phase of detention if Utilities could come up with the other \$99,658.50. These first two phases would not require easements or property acquisition and could be completed as a change order to the stormwater improvements for Harrison & Garfield. The two projects together would make a significant improvement for Fox Run subdivision. I have been in contact with Shirley Devos, owner of the property next to where the (2) 36" stormwater pipe cut through the development. She is willing to give us an easement for ongoing maintenance and was thrilled to know that we were working on a plan to alleviate some of the issues.

We will have the contract for Willis Brothers on the table for the Harrison & Garfield project for the 16<sup>th</sup>, with the option for accepting the change orders for Phase I & II stormwater detention.

#20.

## **PR/Communications/Grant Specialist – Emily Goyea-Furlong – November Monthly Report**

- Manage all City of Moberly social media accounts
- Managed city's website content.
- Created press releases and dispersed them to media outlets
- Attended bi-weekly City Council meetings.
- Collected information regarding trash containers corrections and additions and forwarded to Advanced Disposal
- Attended BCBH Coalition Meeting at Randolph Co. Health Dept. and participating in coalition
- Participating in Building Communities for Better Health data collection coalition
- Worked on SHPO grant, VW grant and Tree City USA grant
- Worked to coordinate DNR permit for glass recycling at the transfer station.
- Participated in transportation needs meeting at Randolph County Caring Communities.
- Contacted vendors to collect quotes for Reed St. and Coates St. lighting project.
- Began researching and discussions regarding a new EAA chapter at Omar Bradley Airport.
- Attended, and promoted, Coffee with a Cop.
- Worked collectively with Carla to coordinate the United Way drive for the City of Moberly.
  - We met our goal of \$17,085.00.
- Engaged in discussions and proposals for America Walks grant.
- Attended Historical Society board meeting
- Attended Main St. Moberly board meeting

### **Cemetery Department**

There were one (1) grave lots sold; three (3) graves opened; and zero (0) monument permit sold during the month of November.

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

The Planning and Zoning Commission had no meeting in November.

### **Planning & Zoning**

**Warming Shelter/Homeless Shelter** – I have some suggested language from our consultant that I have reviewed and passed along to our attorney to review and make recommendation as to format for our zoning regulations. Once we have that completed, we will present that proposed language to P&Z and based on their decision, we hope to bring to council soon.

### **C. Code Enforcement**

**Occupancy Inspection** – I am meeting with the Landlords association the evening of November 12<sup>th</sup> to go over the requirement of the owner providing documentation to the City in writing designating an authorized property manager. They are not required to have a property manager, but unless the owner has designated a person, we will not accept appointments, perform inspection with or take actions based on the word of people not authorized by the owner. Without these in place, anyone could call up here and schedule inspection on any property, inspectors could be entering houses with people without the owner's knowledge and we could be taking actions from representatives that are not authorized by the owner to speak for them. We recently entered a property with an "agent" of property 404 owner was unaware, and the occupant was sleeping in the house and was awoken by the agent and inspector and occupant pulled a gun on

the agent and staff member. It's important that we can verify the person we are dealing with is formally authorized by the owner.

#20.

I will also be going over the requirement to have the tenants name listed on the water records. This is something we continually fight.

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

- Completed 15 building inspections.
- Issued 31 building permits to contractors
- Worked with ALM Environmental and JT Holman to complete demolition at 209 W. Coates
- Worked on sewer repair in Municipal Building and over seen plumbing repairs.
- Worked on changing out water damaged ceiling tiles in City Hall.
- Contacted 509 & 511 Fort on sewer leak.
- Have contacted 309 E. Carpenter on complaint for nuisance debris.
- Working on nuisance abatement to 705 Garfield
- Attended meeting on building repairs with Main Street.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and zoning matters.

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

- 99 inspections and re-inspections.
- Returned phone calls.
- Attended Plan Review meeting as they are scheduled.
- November planning for the annual Christmas dinner and gift giving night kept the safety committee busy as the dinner is December 7th.
- With holidays and vacation days it was a short month for work.

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

- During the month of November, many of the days were often dedicated to inspections and staying on top of the downtown installation of utilities. Communicating with those contractors and making sure that their repairs and permits were accurate and up to City Specifications. The two fiber installers hit several private electrical and sewer lines which caused an increase in watchful eye over them. Also coordinating with our local electricians and plumbers to make the repairs. In addition to these items in the downtown district, I met with our Attorney and the property owners to discuss their upcoming cases in December. There is more progress being made on a few buildings due to the acceptance of their court cases.
- Commercial and Residential inspections were frequent this month, zoning reviews, and plan reviews combined with residential ones kept the office busy between handling Code Enforcement issues. (plan reviews:1 zoning reviews:1 permits issued: 15 Commercial Inspections: 12 Residential Inspections: 25 Historic Preservation Inquiries: 1 Business License Reviews: 6)
- As for code enforcement activity, several properties were advertised in the paper that needed to be condemned but were unable to reach the property owners through certified mail. Also, we noticed in the newspaper an abatement that will be ready to be done on a property when the manpower is enough at 209 N Buchanan St. The owner is deceased, and the property has not been through probate. We continue to await the status of the Demolition Grant. A small handful of property maintenance items were sent out to owners with the majority making significant progress or completing the clean-up. A trouble trailer court has begun the process of clean up and will be a significant improvement when certification is completed in full.

- Public information pieces are also a focus at this time with brochures for right of way repairs, a builders packet (finalizing stormwater information in it) is ready to be printed, and we are exploring the need to create a digital filing system of reports and inspections as well as violations so that all documents are stored by address and can then be looked up by address. In this process we will improve our documentation program with inspection records on application forms as well as improving some of the application forms to better reflect the changes and implementation that is being desired to meet ISO criteria.

#20.

<b>City of Moberly - Street Department</b>					
<b>Man-Hours Allocated by Task, Materials Used &amp; Purchased - Month &amp; Year</b>					
<b>MAINTENANCE FACILITY</b>					
	<b>Hours</b>	<b>O/T</b>	<b>Loads</b>	<b>Tons</b>	<b>Cost</b>
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	2	0	12	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	4	0	0	0	\$0.00
Winter Weather Equipment Preparations	8	0	0	45	\$0.00
<b>ROADS &amp; ALLEYWAYS</b>					
	<b>Hours</b>	<b>O/T</b>	<b>Loads</b>	<b>Tons</b>	<b>Cost</b>
Alleys, Grade & Rock	48	0	0	0	\$0.00
Catch Basin Maintenance	16	0	6	0	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	16	0	0	0	\$0.00
Culvert Installation	8	0	0	0	\$0.00
Curb Repair	0	0	0	0	\$0.00
Ditch Maintenance	40	0	0	0	\$0.00
Ice & Snow Removal	62	0	0	94	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	0	0	0	0	\$0.00
Rock Loaded/Hauled	6	0	0	0	\$0.00
Street Repair & Maintenance	142	0	7.5	3	\$0.00
Street Sign Maintenance	79	0	0	0	\$0.00
Street Sweeper Operation	96	0	41.5	0	\$0.00
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00
Weed eating & Brush Removal, Alleys	106	0	29	0	\$0.00
Weed eating & Brush Removal, Streets	14	0	5	0	\$0.00

406

Weed killer Application, Alleys	6	0	4	0	\$0.00
Weed killer Application, Streets	0	0	0	0	\$0.00
<b>MISCELLANEOUS</b>					
	<b>Hours</b>	<b>O/T</b>	<b>Loads</b>	<b>Tons</b>	<b>Cost</b>
Inmate Labor	630	0	0	0	\$0.00
Mowing, City Lots	0	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	33	0	4	0	\$0.00
Sidewalk Maintenance	184	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	14	0	55	0	\$0.00
Trash Removal & Clean-Up, All Wards	0	0	0	0	\$0.00
<b>FACILITIES &amp; EQUIPMENT MAINTENANCE</b>					
	<b>Hours</b>	<b>O/T</b>	<b>Loads</b>	<b>Tons</b>	<b>Cost</b>
Airport Maintenance	0	0	0	0	\$0.00
Building Maintenance	0	0	0	0	\$0.00
Cemetery Maintenance	107	0	0	0	\$0.00
Grounds Maintenance	24	0	0	0	\$0.00
Landfill Maintenance	0	0	0	0	\$0.00
Maintenance Facility Maintenance	32	0	0	0	\$0.00
Wash Trucks & Equipment	16	0	0	0	\$0.00
<b>MATERIALS PURCHASED</b>					
	<b>Loads</b>	<b>Tons</b>	<b>Cubic Yards</b>	<b>Gallons</b>	<b>Cost</b>
Asphalt	0	0	0	0	\$0.00
Road Marking Paint, White	0	0	0	0	\$0.00
Road Marking Paint, Yellow	0	0	0	0	\$0.00
Salt	0	0	0	0	\$0.00
Sand	0	0	0	0	\$0.00
<b>MECHANIC WORK PERFORMED</b>					
	<b>Units</b>	<b>Hours</b>			
Routine Service	5	12.5			
Maintenance And Repair	37	111			

#20.



City of

**Police Department**

Troy Link  
Chief of Police  
264<sup>th</sup> Session FBI Academy

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

**Division of Criminal Investigation  
Monthly Report  
November 2019**

1. Warrant Arrest (FTA): Suspect: JF, W/M, 36 YOA; Victim: State of Missouri. Reports sent to RCPA.
2. Child Endangerment; Suspect ZM 23 YOA, W/M, Victim JH 10month old W/F. Reports sent to RCPA.
3. Child Abuse and Neglect; Suspect ZM 23 YOA W/M, Victim JH 10month old W/F. Reports sent to RCPA.
4. Possession of a Controlled Substance (Warrant): Suspect; SS, 41 yoa, W/M, Victim: State of Missouri. Reports sent to RCPA
5. Keep or Maintain a Public Nuisance (Warrant): Suspect; SS, 41 yoa, W/M, Victim: State of Missouri. Reports sent to RCPA
6. Resisting Arrest for a Felony: Suspect; SS, 41 yoa, W/M, Victim: State of Missouri, Reports sent to RCPA
7. Sexual Misconduct: Suspect; DB, 60 yoa, W/M, Victim: HA, 14 yoa, W/F, Disposition: Unfounded
8. Driving While Suspended/Revoked 3<sup>rd</sup>: JR, 43 yoa, W/F, Victim State of Missouri, Reports sent to RCPA.

<b>Cases Cleared.....</b>	<b>8</b>
<b>Interviews.....</b>	<b>101</b>
<b>Interrogations.....</b>	<b>6</b>
<b>Reports Written.....</b>	<b>81</b>

**Special Assignments**

Monthly Report  
Assisted Patrol Division with domestic assault investigation.  
Assisted with barricaded wanted subject.  
Assisted with arrest of wanted subject.

Field contact with juvenile.  
Spoke with school and parent of juvenile from field contact.  
Assisted Patrol Division with a leaving the scene accident.  
Attempted to locate wanted subject with Patrol Division.  
Received information of suspicious/ drug activity and passed to Task Force.  
Spoke with Randolph County Children's Division about an investigation.  
Spoke with Randolph County Juvenile Office about an investigation.  
Assisted with subjects trespassing at the old health department.  
Interrogation of suspect in child abuse  
Assisted Patrol Division with fatality motor vehicle accident.  
Made Hotline report in reference to child abuse.  
Telephone conference with attorney from MO Dept of Health and Senior Services.  
Testified at administrative hearing in Jefferson City.  
Assisted with arrest for driving while suspended.  
Assisted Patrol Division with warrant arrest.  
Interviewed witnesses in child abuse investigation.  
Called out for Child Abuse investigation.  
Assisted w/ photographing and collecting evidence in reference to Child Abuse investigation.  
Traveled to St Louis Children's Hospital in reference to Child Abuse investigation.  
Interviewed subjects in reference to Child Abuse investigation.  
Seized evidence in reference to Child Abuse investigation.  
Traveled to St Louis Children's Hospital in reference to Child Abuse investigation.  
Numerous phone calls to St Louis Children's Hospital for updates on victim of Child Abuse.  
Briefed RCPA on Child Abuse investigation.  
Assisted Patrol Division with Incurable Juvenile.  
Spoke with subject in reference Robbery investigation.  
Made Hotline report in reference to drug use in home with children.  
Assisted with search warrant on Aviator Lane.  
Forensic Interview from Rainbow House  
Forensic Interview from Rainbow House  
Probable Cause Statement for child abuse  
Court on Harassment case  
Physical Exam on abuse victim  
Contacted grandparents of physical abuse suspect  
Contacted mother of physical abuse suspect  
Court for sex case  
Gathered Facebook Preservation requests for physical abuse case  
Typed Search Warrant for physical abuse case  
Typed Search Warrant for physical abuse case  
Conducted Search Warrant on a vehicle for physical abuse case  
Took photographs of all evidence of physical abuse case  
Contacted witness to a physical abuse suspect  
Contacted witness at MPD to a physical abuse suspect  
Tagged Evidence in Physical Abuse case





City of

**Police Department**

Troy Link  
 Chief of Police  
 264<sup>th</sup> Session FBI Academy

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

Entered evidence in physical abuse case  
 Interview at MPD of sex abuse victim  
 Forensic Interview at the Rainbow House for sex case  
 Interview with child pornography victim  
 Contact with child pornography victim's mother  
 Snapchat Preservation request filed  
 Forensic Interview conducted at Rainbow house  
 Release of evidence in child pornography case  
 Interview with witness of evidence from physical abuse case  
 Typed reports for sex offender violations  
 Scheduled forensic interviews  
 Observed wanted fugitive, attempted contact with subject barricading in his residence  
 Typed search warrant for persons  
 Called in for child molestation case and interviewed parents  
 Responded to and assisted the patrol with death investigation  
 Conducted field contact with juvenile during school hours. Assisted with getting her to school  
 Investigated why child was not in school  
 Assisted patrol with hit and run accident  
 Attended court  
 Met with attorney for JO's office and briefed on cases  
 Attended JO Court  
 Responded to Columbia MO for forensic interview  
 Assisted and photographed fatality accident  
 Followed up on tip from TIPS line. Located subjects at Health Department acting suspicious  
 Interviewed suspects in stolen gun case  
 Interviewed suspect in stolen computer case  
 Attended forensic interview in Columbia MO  
 Spoke with Highway Patrol Lab in reference to evidence  
 Attended forensic interview in Columbia MO  
 SWAT training  
 Attended court

Called out for potential rape  
Called out for child abuse case  
Interviewed subjects for child abuse case  
Reviewed Walmart video in reference to child abuse case  
Located suspect in child abuse case  
Interviewed suspect in child abuse case  
Applied for search warrant in child abuse case, subsequently executed warrant  
Completed Facebook preservation request  
Reviewed interviews and typed reports  
Attended deposition  
Called in to interview witness  
Called in for sexual assault

Respectfully Submitted,

Tracey Whearty  
Commander

# Moberly Fire Department November Monthly Report 2019

---



## City of Moberly Fire Department

---

**Emergency Dial 911****Station #1 660-269-8705 EXT 2032****Fax# 660-263-0596****E-mail galbert@moberlyfd.com****Station #2 660-263-4121****310 N. Clark****Moberly, MO 65270-1520****Fire Chief****George Albert**

To: Mayor and City Council  
From: George Albert, Fire Chief  
Date: December 9, 2019  
Re: November 2019 Monthly Council Report:

- The Moberly Fire Department responded to a 100 incidents (29 different types of service to the community) taking us over 1200 calls for the year. At this pace we should reach 1300 calls before the end of the year. This will be the highest total the department has ever run. Some of the incidents responded to last month included: 2 structure fires (both caused by space heaters), 44 EMS incidents, 7 lift assist, 15 Gas Appliance and CFO Inspections, and 42 other types.
- Truck maintenance: We replaced the tire on Engine 2 and continue to monitor the radiator on it. Hopefully the water tank for the tower will be in soon. Engine 1 may need a new foam inductor pump. We have been talking with the dealership to determine our best options.
- Equipment maintenance: We continue to look at replacement bottles for 12 expired SCBA bottles. The generator for the old auto extrication equipment was shipped off for repairs.
- The Department completed 444 hours of training on Health and Wellness, Auto Extrication, Driver Operator training, Confined Space and Officer training. We had 8 firefighters complete the basic driver operator skills testing and should complete the written test portion after the first of the year.
- Emergency Management/Fire Chief: We continue to have siren problems and the Fire Chief is checking on cost to replace an encoder. The Fire Chief provided instructions for NIMS 400, attended the Region B Chief's meeting, and provided guidance for Moberly High School students working on an emergency management project for MidAm.
- Fire Department Community Service involvement: We completed Veteran's day parade, Provide 1<sup>st</sup> responders the Cowboy Christmas and Moberly football games.

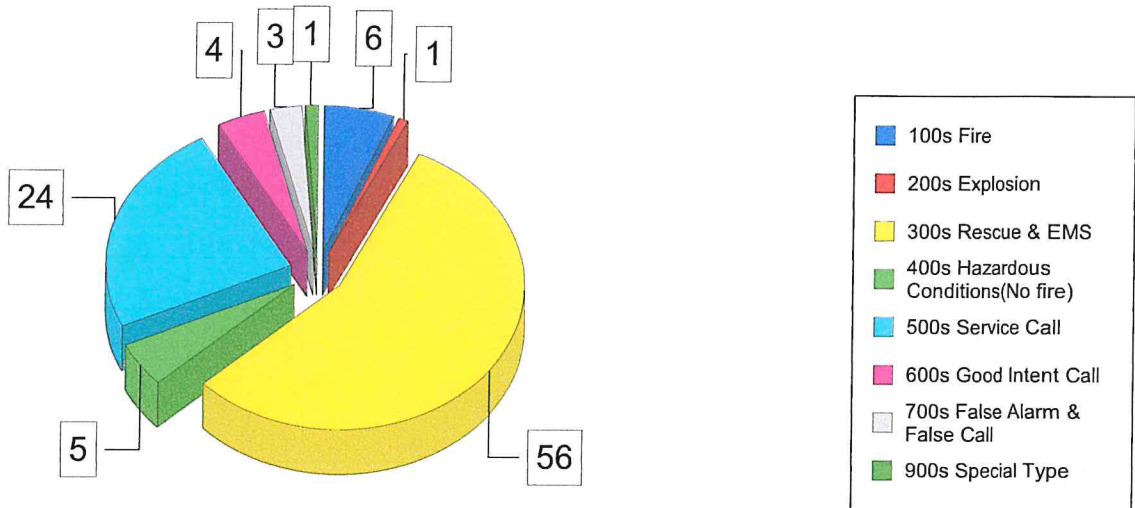
## Incident Reports By Incident Type, Summary

Page 1 of 1

Incident Type	Total Incidents:
111 Building fire	2
116 Fuel burner/boiler malfunction, fire confined	1
130 Mobile property (vehicle) fire, other	1
1513 Yard Waste/ Refuse Fire	1
1514 Recreational Fire	1
251 Excessive heat, scorch burns with no ignition	1
3112 Lift Assistance	7
3113 Standby, No care provided	2
321 EMS call, excluding vehicle accident with injury	44
322 Vehicle accident with injuries	2
324 Motor vehicle accident with no injuries	1
412 Gas leak (natural gas or LPG)	3
440 Electrical wiring/equipment problem, other	1
442 Overheated motor	1
5001 Gas Appliance Inspection	11
5005 CFO Inspection	4
5007 Type I Hood System Inspection/ Test	1
5101 Assist person in distress	1
5311 Report of odor with nothing found	1
542 Animal rescue	1
551 Assist police or other governmental agency	1
553 Public service	1
554 Assist invalid	3
600 Good intent call, other	1
611 Dispatched & canceled en route	2
631 Authorized controlled burning	1
743 Smoke detector activation, no fire - unintentional	1
745 Alarm system sounded, no fire - unintentional	2
911 Citizen complaint	1
	<b>Total Number of Incidents: 100</b>
	<b>Total Number of Incident Types: 29</b>

Print Date: 12/9/2019





*Graphed Items are sorted by Incident Type*

**Type Of Incident:**

100 Series-Fire  
 200 Series-Explosion  
 300 Series-Rescue & EMS  
 400 Series-Hazardous Conditions(No fire)  
 500 Series-Service Call  
 600 Series-Good Intent Call  
 700 Series-False Alarm & False Call  
 900 Series-Special Type

**Total Of Incidents:**

6  
 1  
 56  
 5  
 24  
 4  
 3  
 1

**Percentage Value:**

6.00%  
 1.00%  
 56.00%  
 5.00%  
 24.00%  
 4.00%  
 3.00%  
 1.00%

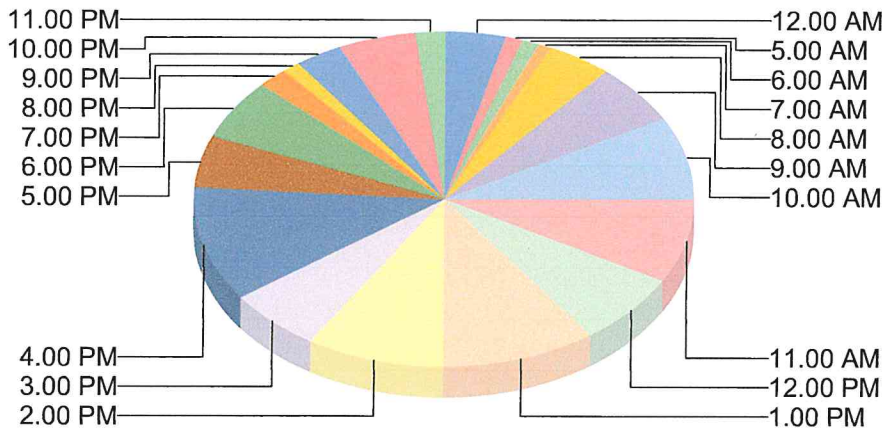
**Grand Total: 100**

**Type Of Incident Most Frequent: 300 Series-Rescue & EMS**

Print Date: 12/9/2019

# Incident Statistics by Hour of the Day

#20.



12.00 AM	4.0%
5.00 AM	1.0%
6.00 AM	1.0%
7.00 AM	1.0%
8.00 AM	4.0%
9.00 AM	6.0%
10.00 AM	8.0%
11.00 AM	8.0%
12.00 PM	7.0%
1.00 PM	10.0%
2.00 PM	9.0%
3.00 PM	6.0%
4.00 PM	11.0%
5.00 PM	5.0%
6.00 PM	6.0%
7.00 PM	2.0%
8.00 PM	1.0%
9.00 PM	3.0%
10.00 PM	5.0%
11.00 PM	2.0%
<b>Total:</b>	<b>100.0%</b>

**Hour of the Day: 12.00 AM**

Total # of Incidents: **4.00**      % of Total Incidents: **4.00%**

**Hour of the Day: 5.00 AM**

Total # of Incidents: **1.00**      % of Total Incidents: **1.00%**

**Hour of the Day: 6.00 AM**

Total # of Incidents: **1.00**      % of Total Incidents: **1.00%**

**Hour of the Day: 7.00 AM**

Total # of Incidents: **1.00**      % of Total Incidents: **1.00%**

**Hour of the Day: 8.00 AM**

Total # of Incidents: **4.00**      % of Total Incidents: **4.00%**

**Hour of the Day: 9.00 AM**

Total # of Incidents: **6.00**      % of Total Incidents: **6.00%**

**Hour of the Day: 10.00 AM**

Total # of Incidents: **8.00**      % of Total Incidents: **8.00%**

**Hour of the Day: 11.00 AM**

Total # of Incidents: **8.00**      % of Total Incidents: **8.00%**

**Hour of the Day: 12.00 PM**

Total # of Incidents: **7.00**      % of Total Incidents: **7.00%**

**Hour of the Day: 1.00 PM**

Total # of Incidents: **10.00**      % of Total Incidents: **10.00%**

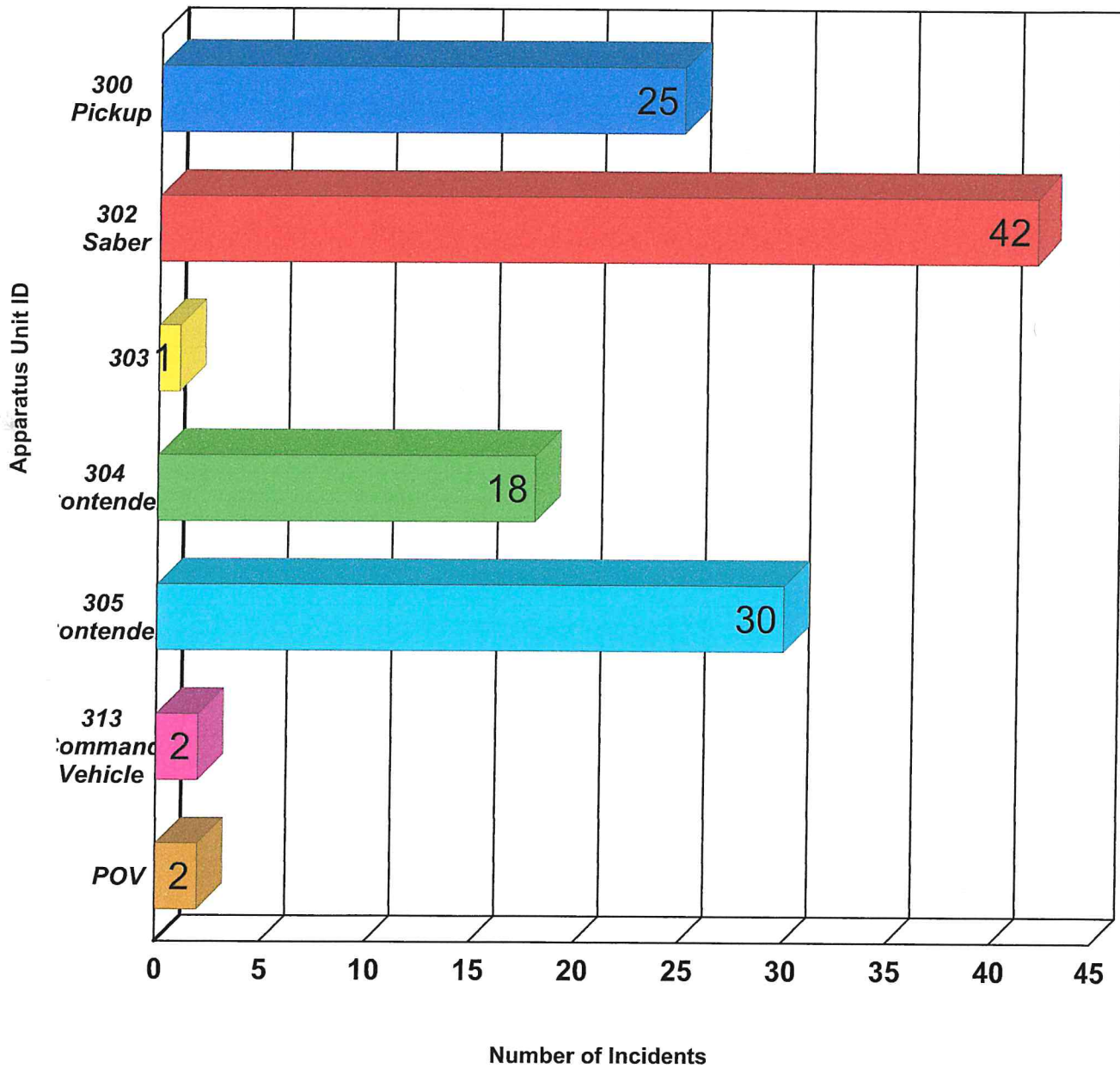
**Hour of the Day: 2.00 PM**

416

Total # of Incidents:	9.00	% of Total Incidents:	9.00%
<b>Hour of the Day: 3.00 PM</b>			
Total # of Incidents:	6.00	% of Total Incidents:	6.00%
<b>Hour of the Day: 4.00 PM</b>			
Total # of Incidents:	11.00	% of Total Incidents:	11.00%
<b>Hour of the Day: 5.00 PM</b>			
Total # of Incidents:	5.00	% of Total Incidents:	5.00%
<b>Hour of the Day: 6.00 PM</b>			
Total # of Incidents:	6.00	% of Total Incidents:	6.00%
<b>Hour of the Day: 7.00 PM</b>			
Total # of Incidents:	2.00	% of Total Incidents:	2.00%
<b>Hour of the Day: 8.00 PM</b>			
Total # of Incidents:	1.00	% of Total Incidents:	1.00%
<b>Hour of the Day: 9.00 PM</b>			
Total # of Incidents:	3.00	% of Total Incidents:	3.00%
<b>Hour of the Day: 10.00 PM</b>			
Total # of Incidents:	5.00	% of Total Incidents:	5.00%
<b>Hour of the Day: 11.00 PM</b>			
Total # of Incidents:	2.00	% of Total Incidents:	2.00%
<b><u>Grand Total Incidents:</u></b>	<b><u>100.00</u></b>		



Apparatus Responding to Incidents



Total Amount of Incidents: 100

Apparatus Count: 7



# Moberly!

Parks & Recreation

## Monthly Report

### November 2019

	2019		2018	
<b>Parks</b>	Thompson Campground	53	Campground Daily(51) Campground Monthly(2)	51
	Misc Thompson Campground	\$0		\$460
	Miscellaneous Park Fees	\$1.00	Misc. money found	\$0.00
	Overnight Fishing Passes	-		-
	Paddleboat Rental	-		-
	Canoe Storage	\$25.00	Boat Storage (1)	\$0.00
	Archery Range	-		-
	Overlook & Plaza	1	<b>Internal:</b> Block for Thanksgiving Day	0
	Midway	1	<b>Internal:</b> Block for Thanksgiving Day	0
	Agricultural Barns	1	<b>Internal:</b> Block for Thanksgiving Day	0
	Equestrian Area/ Rodeo Ground	1	<b>Internal:</b> Block for Thanksgiving Day	0
	James Youth Center	11	Wedding(1) S.H.I.N.E. Event(1) Fair Board meeting(1) 4-H meetings(2) Girl Scout Meeting(1) Gatherings(3) <b>Internal:</b> Hold for large event(1) Block for Thanksgiving Day(1)	10
	Lodge	9	Wedding(1 res. For 2 days) Rotary(3) Cowboy's for Christmas(1 res. For 3 days) Baby Shower(1) Cross Country Banquet(1) Gathering(1) <b>Internal:</b> Block for Thanksgiving Day(1)	11
	Lion's Beuth Park	1	<b>Internal:</b> Block for Thanksgiving Day	0
	Fox Park (entire)	1	<b>Internal:</b> Block for Thanksgiving Day	0
	Fox Park Pickleball/ Tennis Courts	-		-
	Shelter 1 Tennis Courts	1	<b>Internal:</b> Block for Thanksgiving Day	0
	Tannehill Park	2	Moberly Community Betterment(1 res. For 15 days for Light-Up Moberly) <b>Internal:</b> Block for Thanksgiving day(1)	0
	Wilhite Tennis Courts	1	<b>Internal:</b> Block for Thanksgiving Day	0
	Depot Park	2	Moberly Community Betterment(1 res. For 15 days for Light-Up Moberly) <b>Internal:</b> Block for Thanksgiving day(1)	0

		2019	2018
<b>Fields</b>	Red 1	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Red 2	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Blue 1	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Blue 2	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Blue 3	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Green 1	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Green 2	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Green 3	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Green 4	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Green 5	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Green 6	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Groeber	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Meinert	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Patrick	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Fox Field	1	<b>Internal:</b> Block for Thanksgiving Day 0
Batting Cages	2	<b>Internal:</b> Both Cages Blocked for Thanksgiving Day 0	

		2019	2018
<b>Shelters</b>	Shelter 1	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Shelter 3	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Shelter 5	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Fox Park Shelter	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Klein Shelter	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Lake Pavilion	1	<b>Internal:</b> Block for Thanksgiving Day 0
	Riley Pavilion	2	<b>Internal:</b> Block for Christmas Lights in the Park(1 res. For 28 days) Block for Thanksgiving Day(1 res. For 2 days) 0
	Meditation Garden and Legacy Overlook	1	<b>Internal:</b> Block for Thanksgiving Day 0

		2019	2018
<b>Auditorium</b>	Entire Facility	7	4
		4-H Awards Banquet(1) Main Street Moberly Conference(1) Wedding Reception(2 res. For 2 days) Unfinished Pieces Trivia Night(1) <b>Internal:</b> Hold for large event(1) Block for Thanksgiving Holiday(1 res. For 3 days)	

#20.

		2019	2018
<b>Aquatic Center</b>	Entire Facility	-	-
	Party Area	-	-

		2019	2018
<b>Recreation</b>			

**Director – Troy Bock**

- Two of the barns have been demolished and the third barn should begin mid-December upon DNR approval.
- War memorial flag lighting has been upgraded. We are researching options for LED replacement on the other war memorial lights. The project will be reimbursed by Friends of the Park.
- Heritage Hills:
  - The first and only advance for 2019 was made to the golf course this month. Overall, it was a good year with the number of memberships at 201 (reduced pricing under GreatLIFE).
  - The cart path project at the golf course continues with work paths extended through 15 and 16. Work on the back 9 paths will continue when weather allows.
  - The recoating of the main parking lot is scheduled for spring. We will then have the parking lot re-lined including creating lines for golf cart parking so the carts are more organized at the entrance.
  - GreatLIFE has new majority owners. I am hoping to arrange a meeting with a representative and City/HH staff over the next month or two. The early signs from some of the changes (finding efficiencies) they are making are promising.
- Met with MU Extension staff and the Fair Board in November to communicate again the necessity of removing 3 of the 4 barns due to condition and locate the new solar pavilion in their place. This not only eliminated a liability and allowed for locating the solar shelter more strategically rather than randomly planting it where it will be in the way in a few years, but it avoided throwing good money after bad (only to demo the buildings a couple years from now) and achieved one of our 10 year projects – killing multiple birds with the same stone.
- I coordinated with Rachael Grime from Little Dixie Regional Libraries and we will be providing MPRD branded bookmarks to all 4 libraries as an opportunity to put our information and offerings before the public throughout the area. Rather than designing our own, we will be having children submit their own artwork and a winner will be selected from each age category to be published on one side of the bookmark. The theme is “Unplugged,” allowing the kids to create a design related to parks and/or books rather than electronic devices.

**Administration – Leslie Keeney**

- Processed bills and timesheets for the department.
- Worked with the Art Department in designing a banner to advertise the department, Midget and Optimist leagues for the summer ball programs.
- Updated facility contracts for 2020.
- Continued making updates to Civic Rec in an attempt to make the system more user friendly.
- Oversaw day to day operations of Parks and Recreation Office.

**Dirk Miller – Park Superintendent**

- Removed baby changing station at Candy Cane’s women’s bathroom due to vandalism.
- Trees trimmed throughout Park and four trees were cut down: one by Mini Railroad, one overhanging Shelter #5 and two by Rothwell Lake Spillway.
- Removed all of the electrical wires, boxes, and lights from the “Pig Barn.” Removal of the two “open air” barns is complete.
- Continued to install and fix Christmas Lights for the Altrusa displays in Rothwell Park.

- Dale and Kevin cut and welded “used pipe” from the “old tennis courts at Fox Park, to make two new gates for the Athletic Complex’s new parking lot. Using the used materials and internal labor, the department saved over \$1500. The department had the Tech School powder coat the fence posts (total of around 30) and Mack Pro powder coat the gates. They are in the process of installing them.
- Planted the remaining memorial trees and are continuing to water them until a snowfall or freeze to ensure they will take. The concrete plaques have also been installed.
- Smith Refrigeration was out to service heating/cooling systems at Candy Cane, Shelter #1, RV Bath house, Lodge, and Concession building at the Complex.

### **Jacob Buntten-Athletic Complex Supervisor/Sports Manager**

#### **Athletic Complex:**

- Walk-in freezer was powered down for winter. Estimated average savings of \$250/month on electricity cost.
- Relocated the north batting cage (closest to playground) so in the future we could potentially add additional playground. Will use as additional green space until any additions are made.
- Continued working on the new parking lot post, cables and the security of keeping vehicles off the lot after hours.

#### **Sports:**

- Complete for the season.

### **Amanda Warder – Recreation Supervisor**

#### **Concessions:**

- Have begun comparing different food distributors to find the best deal for our dollar.
- Consulted staff on improvements for concessions food items, along with ideas for more sponsorship opportunities.

#### **Events:**

- Frosty 5K preparations are completed and the event will be held on December 13<sup>th</sup>. I have reached out to multiple media outlets to advertise this event and alert the public that the Christmas Lights in the Park will be closed temporarily for the duration of the 5K. Last year’s event participation was 72 people.
- Christmas Lights in the Park has gotten extremely positive feedback.
- I am working with Auditorium staff to complete the LDRL obstacle course for Candy Cane Lane on the 17<sup>th</sup>.

#### **Personal Notes:**

- I will be out on maternity leave until the middle of February.

Director of Utilities Monthly Report, Mary West-Calcano, Director

December 2019

Director’s Summary

**Energy Solutions Professionals Project:** ESP has placed the order for the majority of the water meters. Anticipated delivery date is approximately 8 weeks after order, or mid-late January. Once the installation of the meters begins, the remainder of the meters will be ordered.

**DNR Regionalization Grant:** On the Council agenda for the meeting December 16, 2019 is authorization to submit a grant application to connect the City of Huntsville, Moberly Mobile Home Park, Heritage Hills Golf Course, and Fox Hollow Mobile Home Park. The grant application is due December 31, 2019. Staff have been working with all entities involved to maximize the priority points in order to score at the top of the rankings of applicants to be in the best position possible for full project funding for this 100% grant.

**Disaster Declaration Grant:** The Utilities Department submitted the Sugar Creek Lake Road slide and the Overland Drive sewer line washout to FEMA for coverage under the disaster declaration earlier this year. We have been notified that we will be receiving funding to help repair these two problems. A kickoff meeting is scheduled with the FEMA project manager for December 19. This money is welcomed but does come with a fair amount of red tape. The total amount estimated for the repairs in the initial request was \$340,000.

**Sugar Creek Lake Source Water Protection Plan:** The draft of the Source Water Protection Plan is complete, and staff would like to hold a public meeting to receive public comment during January. This is a good time for residents and land owners to have time to meet and review the program. A draft of the document has been provided to the Council in hard copy, and a copy has been placed on the City’s website. Once the document has been through the public input stage, it will be submitted to DNR for review and approval. This SWPP allows the City to apply for additional federal funding for water protection programs and activities in the watershed. The goal of the document is to reduce sediment and nutrient loading on the Lake through voluntary best management practices from all uses in the watershed including industrial, transportation, residential, and agricultural.

**Dept. Summary:**

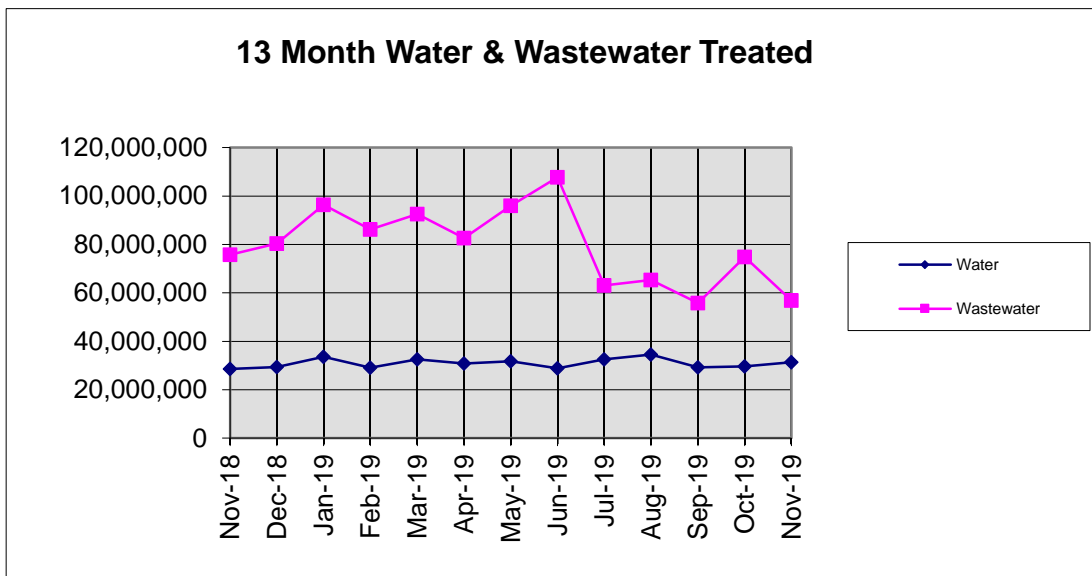
Drinking water produced:	31,343,803 (1.044 MG/Day)
Wastewater Treated:	56,818,000 MG (1.894 MG/Day)
Wastewater from Combined Sewer Overflows:	0.003508 MG
Total precipitation for November	1.94 inches

Billing activity: 20,053,037 gallons of water in the amount of \$194,461.17 and 19,393,352 gallons of sewage in the amount of \$245,716.33

Staff issued 2529 bills for cycle 1 in the amount of \$211,903.16 and 2684 bills for cycle 2 in the amount of \$279,963.27 that included water, sewer, garbage, tax and arrears outstanding.

Unaccounted Water for November 2019 = 31.9%

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
Nov-19	31,343,803	1,205,100	7,448,813	3500	0	20,053,037	21,762,061	1,290,135



**Distribution and Collection Department and Customer Service**

- There were eight water main leaks repaired in November.
- There were 18 sewer calls.
- Replaced lead service line between the meter and the main at 400 West Reed Street.
- Assisted Orbco with manhole inspections.
- Bored in 380’ of pipe on North Moulton for the new water main.
- Replaced four-meter pits, four-meter valves, and assisted with other meter pit repairs such as replacing frames and covers in preparation for the meter change out.
- There were no sanitary sewer overflows observed in November.
- Poured 12.25 cubic yards of concrete.
- Completed 145 Missouri one call tickets.

**Wastewater Treatment Facility**



- Treated 56.818 MGM an average of 1.894 MGD.
- Transferred 776,380 gallons of sludge from the SBR's to the digesters.
- 1.94 inches of rain fell over a 13-day period.
- Land applied 129,200 gallons of biosolids on the application field at WWTP.
- Taylor CSO (outfall 002) discharged an undetermined amount on 11/30/2019 for a duration of 1 hour and 6 minutes. The discharge occurred in the early morning hours stopping prior to operator arrival.
- Rollins CSO (outfall 003) no discharge.
- Seven Bridges CSO (outfall 004) no discharge.
- Holman Rd. CSO (outfall 005) discharged 0.001754 MGM on 11/29/2019 and 11/30/2019. The discharge occurred in the early morning hours stopping prior to operator arrival.
- Reviewed the new operating permit and created a new lab testing schedule for WWTP.
- Shut down the UV disinfection system due to the end of the disinfection season.
- Collected an industrial pretreatment sample at Wilson Trailer.
- Collected an industrial pretreatment sample at ORBCO.
- Conducted an industrial pretreatment inspection at MacRak.
- The WWTP experienced a possible power surge on 11/14/2019 causing several equipment faults, all systems were reset and returned to normal operation.
- Conducted routine O&M on treatment equipment at WWTP.
- Met with area landowners and Boone Consulting to discuss biosolids application from Seven Bridges holding basin on their properties, collected soil samples from the designated sites.
- Took influent pump #1 at WWTP out of service due to a thermal fault, Vandevanter Engineering was contacted to inspect, a day and time has not been determined at this time.

#### Water Plant

- Treated 31,343,803 gallons of water. This is a daily average of 1,044,793 gallons per day.
- Performed 3,644 lab tests on water at different stages of treatment.
- Collected and shipped distribution samples for DNR compliance to include the following - 16 Bacteriological samples, Total Organic Carbons and Synthetic Organic Compounds. Received and collected a replacement sample for Unregulated Contaminant Monitoring Rule #4.
- Performed monthly preventative maintenance on the Free and Total Chlorine analyzers.
- Continued working on rebuilding and testing meters with parts that we have on hand to get through winter months. Continued the upgrades to the meter maintenance building to include new flooring in the office, bars on the shop windows and cleanout and organization. We also received a new manway door to replace the existing.
- The DR6000 spectrophotometer was sent to Hach for repairs and calibration.
- Quarterly calibration and cleaning of the 1720 E Turbidimeters was performed.
- Algae control devices on Sugar Creek Lake were pulled, cleaned, winterized and moved to Sparks Tower for the winter. A few repair items were identified and have been placed on order.
- Lawn maintenance equipment and tractor have all been serviced from the summer month workload.

### Sugar Creek Lake Ranger

- Removed the sonic algae devices off sugar creek lake for the winter.
- Worked on winterizing the boat.

### Water Quality Coordinator

- Stabilized and recycled 335.75 lbs. non-usable materials.
- Distributed 480.09 lbs. of recycled material to Moberly residents for reuse.
- Accepted 1474.95 lbs. hazardous waste into the Household Hazardous Waste Facility.
- Took 120 lbs. scrap metal to Fussleman's for recycling.
- Attended MWEA Fall Laboratory Practices Outreach Training in Hannibal, MO.
- Inspected KFC for final stormwater land disturbance permit closeout so occupancy permit could be granted.
- Redesigned Pick Up After Your Pets and Storm Drain Stenciling brochures.
- Distributed brochures at library, City Hall, & Household Hazardous Waste Facility.
- Started redesign of Green Lawn Care brochure.
- Met Tim Wetrich about school stormwater retention.
- Mapped storm ditches in Sparks Avenue area.
- Found evidence of illicit discharge near Sparks Ave.
- Reorganized construction paperwork.
- Performed construction inspections.
- Delivered CFL bulbs to Lowes for recycling.
- Delivered motor oil to Street Barn for recycling.
- Neutralized muriatic acid.
- Picked up stormwater outfall signs.
- Dropped off stormwater training DVD at airport.
- Tested water samples to practice lab technique.
- Scanned stormwater and sewer easements.
- Met Moberly residents about stormwater concerns.
- Attended liability insurance training.
- Managed Open Household Hazardous Waste Day on November 9<sup>th</sup>.
- Reviewed Builder Packet.
- Submitted final reports to MTRCOG about Household Hazardous Waste Facility & E-Waste project.
- Worked with Emily Goyea to advertise the Household Hazardous Waste Facility on Facebook.
- Researched DNR pesticide requirements.
- Researched rain garden designs.



**Moberly Area Chamber of Commerce**  
211 West Reed | Moberly, MO 65270  
p. 660.263.6070 | f. 660.263.9443  
[www.moberlychamber.com](http://www.moberlychamber.com)  
[www.moberly.com](http://www.moberly.com)

December 16, 2019

**Report on: Tourism Promotion Services Agreement**

**Services Completed:**

- Implementing techniques learned from Marketing College & working with Tourism Consultant on these strategies
- Executed Moberly's first ever Christmas Festival which included a parade, pop-up shops, Living Windows, church tours, pictures with Santa, a kid's fun zone and a hot chocolate stroll
- Executed educational opportunity & participated in my own webinars through Destination Development Association
- Wrote blog over holiday shopping ideas
- Published a Christmas Weekend Ad, Christmas Shopping Ad & Jorgeson Gallery Ad
- Continued writing pitches to travel writers and group tour operators
- Finalized December newsletter & sent it out
- Started working on the 2020 Visitors Guide
- Continued weekly Tip Tuesday to all tourism partners
- Continued revisions to Tourism website ([www.moberly.com](http://www.moberly.com)) to optimize performance and information being distributed. Updated content to reflect new events, activities and submissions.
- Generated and shared social media posts for all Randolph County events to promote regional activity
- Met with Dan Kruse to finalize assistance from the CAPS program, attended CID Board Meeting
- Updated monthly social media content calendar to increase engagement on all Chamber sites
- Promoted all upcoming events on social media, weekly Chamber Chat, submitted them to Moberly Monitor-Index and Missouri magazines
- Restocked hotels and checked in with Comfort Inn, Super 8 and Thompson Campground for monthly reporting
- Answered all calls and emails regarding events and assets in Randolph County.
- Continued updating the community calendar and Tip Tuesday, a weekly tip to all tourism partners
- Identifying potential travel writers with Tourism Consultant

**Services Planned:**

- Communicated with Tourism Assets to discuss 2020 programming
- Develop Cooperative Marketing Efforts with Tourism Consultant
- Develop Performance Measures with Tourism Consultant
- Planned Downtown webinar for November



Moberly Area Chamber of Commerce  
 211 West Reed | Moberly, MO 65270  
 p. 660.263.6070 | f. 660.263.9443  
[www.moberlychamber.com](http://www.moberlychamber.com)  
[www.moberly.com](http://www.moberly.com)

### Social Media Reporting - 2019

	June	July	August	September	October	November	Dec	Notes
Facebook-Chamber Page	3,142	3,322	3,350	3,405	3,486	3,532	3,648	
Facebook-Depot District	No Report	439	440	495	533	536	605	Created in Dec of '18
Facebook-Railroad Days	No report	3,268	3,269	3,266	3,270	3,273	3,273	
Facebook-Com Betterment	No report	143	143	150	144	144	176	
Twitter	441	444	449	453	455	458	462	
Instagram	548	582	590	606	631	648	671	
Instagram # of posts	430	459	469	489	508	531	557	

### Shepard Farms Ad - 26 comments, 87 shares & it reached 22,447 people

**Moberly Area Chamber of Commerce**  
 Sponsored

Have you visited Shepard Farms Pecan Orchard? It is one of the largest pecan orchards in Missouri that produces ... See More

MOBERLY.COM  
 Moberly Convention and Visitors Bureau – The CV... [LEARN MORE](#)

You, Megan Vilt Schmitt and 133 others

26 Comments 87 Shares

- Greg Menne Jennifer Reagan-Menne lets go 22 days ago
- Jennifer Reagan-Menne Greg Menne ok 22 days ago
- Kevin Jones Nicci Wilson Jones road trip a month ago
- Carol Stout Hussong We travel there every year and get our pecans a month ago
- Riley Anders Jr. Do they have Sorghum? a month ago
- Moberly Area Chamber of Commerce I'm not sure. You might have to call and ask. a month ago
- Sandy Naylor Riley Anders Jr. yes they have Sorghum the best kind a month ago
- Mary Winkler We've been over there twice now to get pecans and picked up a couple other things. Their pecans are the best a month ago
- Debbie Potterfield John Potterfield a month ago
- Carol Bond Got ours last weekend! Yummy 😊 a month ago
- Jill McCumby Marilyn Yakum road trip! a month ago
- Chris Alcorn Where is this located? a month ago
- Moberly Area Chamber of Commerce Chris Alcorn This is located in Clifton Hill a few minutes outside of Moberly. a month ago



#20.

**Moberly Area Chamber of Commerce**  
 211 West Reed | Moberly, MO 65270  
 p. 660.263.6070 | f. 660.263.9443  
[www.moberlychamber.com](http://www.moberlychamber.com)  
[www.moberly.com](http://www.moberly.com)

**Heritage Hills Golf Course** – Five comments, 13 shares & reached 4,139 people

Mobile News Feed ▼

1 of 27 >

**Moberly Area Chamber of Commerce**  
 Sponsored

Spend the last days of fall golfing and enjoying the outdoors at Heritage Hills Golf Course in Moberly, Missouri. Take a swing ... See More

**Heritage Hills GOLF COURSE**

With 18 holes and over 6,000 yards, come play at Heritage Hills Golf Course in Moberly, Missouri!

TAKE A SWING AND START PLANNING YOUR TRIP AT [MOBERLY.COM](http://MOBERLY.COM)

MOBERLY.COM  
**Moberly Convention and Visitors Bureau – The CV...** [LEARN MORE](#)

- Vickie Zeller Fam pick a pretty day I will go 21 days ago
- Cheryl Pulliam It is a very challenging and beautiful course a month ago
- Moberly Area Chamber of Commerce Cheryl Pulliam Yes it is! We love it! a month ago
- Larry-Beth Taylor Cheryl Pulliam what are the green fees? 21 days ago
- Cheryl Pulliam Larry-Beth Taylor I really don't remember I think around 30 - \$40 with a cart 21 days ago

Megan Vitt Schmitt and 57 others

**Christmas Weekend Ad** –Seven comments, 55 shares & reached 32,944 people.

**Moberly Area Chamber of Commerce**  
 Sponsored

Are you looking for something fun to do for the holidays? Travel to Moberly, Missouri from December 6-8 for an entire weekend of Christmas fun. Friday evening, the 4th Street Theatre is hosting Christmas in Connecticut, all day Saturday is the Moberly Christmas Festival and the weekend finishes off with Breakfast with Santa and A Drive Through Bethlehem on Sunday. All weekend long the Christmas light display will be up in Rothwell Park. Join us for all of the fun! For more details go to [moberly.com](http://moberly.com)  
 #missouriadventure  
 #showmemoberly

**CHRISTMAS in MOBERLY!**

DECEMBER 6 Christmas in Connecticut  
 DECEMBER 7 Moberly's Christmas Festival  
 DECEMBER 8 Breakfast with Santa and A Drive Through Bethlehem

- Lori Lynn Schoonover Will there be a carriage ride this year? 3 days ago
- Lori Walker Kirchhoff Yay Andrea! Great! I love it! 4 days ago
- Rachel Lopez Shankle Lauren Wagner 7 days ago
- Tracy Neese Laney Devin Carter 7 days ago
- Addie Peart's We will be there with a load of holiday and farmhouse decor. 510 Reed St. See you there 8 days ago
- Vickie Watson Ritchey Jon Kirby...wanna go?? 9 days ago
- Jon Kirby It pass haha 9 days ago
- Regina Bundy Helen Wickford 12 days ago



#20.

Moberly Area Chamber of Commerce  
 211 West Reed | Moberly, MO 65270  
 p. 660.263.6070 | f. 660.263.9443  
[www.moberlychamber.com](http://www.moberlychamber.com)  
[www.moberly.com](http://www.moberly.com)

**2019 Ringing in the Holiday's- December 7, 2019**

Expenses	2019 Budget	2019 Actual	Notes
Event Insurance	\$400.00	\$404.00	Coverage for all Holiday events all day
Parade Prizes	<del>-\$400.00</del>	<del>-\$</del>	\$250 1st place, \$100 2nd place \$50 3rd place
We Choose Moberly Cups	\$1,800.00	\$1,135	Cups, Maps & Signage
Radio Ads	\$300.00	\$225	20 ads 30 secs each matched on all KWIX
Facebook Ads	\$200.00	\$125	
Horse Drawn Carriage	<del>-\$500.00</del>	<del>-\$</del>	Unable to for medical reasons
Hot Chocolate Dispensers		\$94.28	
Hot Chocolate Mix		\$91.71	
Supplies		\$141.33	
Ad Creation		\$12.00	
<b>Total Expense</b>	<b>\$3,600.00</b>	<b>\$2,228.32</b>	

Income	Actual
Total Income	\$- \$0.00 \$-
	<b>Profit: \$(2,228.32)</b>

Business Name	Comments
1 Encore	Didn't give us a hard number/percentage. Sales were comparable to a Girls Night Out
2 Kids Caboose	Had their best day of 2019. Had 54 total sales.
3 Coach Light	Couldn't keep up with the hot coco because it was so popular. Sales were down 5% compared to the first Saturday last year. Said to not change a thing.
4 Coates St Corner Grill	Had people in and out all and was hard to keep up
5 Charlotte's Web	Estimated around 115 people came in their store. Had a very good day.
6 Bean	Net Sales up 42%, number of transactions up 25%



**Moberly Area Chamber of Commerce**  
 211 West Reed | Moberly, MO 65270  
 p. 660.263.6070 | f. 660.263.9443  
[www.moberlychamber.com](http://www.moberlychamber.com)

**Tourism Promotion Services Agreement**

**Moberly Area Chamber of Commerce 2019 Service Agreement Billing**

Item Number	Description	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL BILLED
102,000.5212	Advertising	\$ 583.66	\$ 583.66	\$ 583.66	\$ 583.66	\$ 583.66	\$ 583.66	\$ 583.66	\$ 583.66	\$ 583.66	\$ 583.66	\$ 583.66	\$ 583.66	\$ 7,003.92
102,000.5406	Contract Labor	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ 4,333.34	\$ 52,000.08
102,000.5411	Administrative Fees	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 6,996.00
102,000.5506	Consultant Contract	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 24,000.00
		\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 90,000.00

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #21.  
 Department: City Manager  
 Date: December 16, 2019

**Agenda Item:** Appointment to the University of Missouri Extension Council

**Summary:** The term of George Albert on the University of Extension Council will expire in March 2020. A City representative will need to be appointed to this board. Staff is recommending Matt Douglass to fulfill this 2-year term.

**Recommended**

**Action:** Appoint one individual to this board.

**Fund Name:** N/A

**Account Number:** N/A

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

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