

**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  
June 19, 2023  
6:00 PM**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

**1.** Approval Of The City Council Meeting Minutes For June 5, And June 7, 2023.

**Recognition of Visitors**

**Communications, Requests, Informational Items**

**2.** A Request From The Prevail Gym To Hold A 5K Run And Street Closure On September 10, 2023.

**Public Hearing and Receipt of Bids**

**Consent Agenda**

**3.** A Resolution Ratifying The Contract Proposal Of Ace Pipe Cleaning, Inc., To Clean A Sewer Main In Eastern Moberly.

**4.** A Resolution Accepting A Permanent Water And Sewer Line Easements From The Leavene Family Revocable Trust.

**5.** A Resolution Approving Purchase Of Office Flooring For The Public Utilities Department.

**6.** A Resolution Accepting The Bid And Authorizing The City Manager To Execute An Agreement With R. & L. Boone Construction Company For The Moberly Detention Basin Construction Project.

**7.** A Resolution Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Granting Of A Conditional Use Permit To Mike And Melissa Anderson To Construct A Pet Care Facility.

**8.** A Resolution Permitting Relocation Of Manufactured Homes In Excess Of Ten Years Of Age.

**9.** A Resolution Authorizing The City Manager To Execute A Supervised Work Release Program Agreement.

**10.** A Resolution Authorizing The City Manager To Enter Into Task Order Number 20 With Bartlett & West, Inc., Supplementing A Master Agreement Dated March 3, 2020, To Provide Engineering Services For The Wabash Heights ARPA Grant Project.

**11.** A Resolution Authorizing The City Manager To Enter Into An Agreement With Zamkus And Associates For Governmental Consulting Services.

**12.** A Resolution Approving Grant Funding To Area Civic And Charitable Organizations And Authorizing The City Manager To Execute Annual Service Agreements With Area Civic And Charitable Organizations.

**13.** A Resolution Authorizing And Accepting A Change Order To The Agreement With L & J Development, Inc., For Amphitheatre Improvements.

**Ordinances & Resolutions**

- [14.](#) An Ordinance Of The City Of Moberly, Missouri, To Establish A Procedure To Disclose Potential Conflicts Of Interest And Substantial Interests For Certain Municipal Officials.
- [15.](#) A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

**Official Reports**

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

**Anything Else to Come Before the Council**

- [17.](#) Consideration For Approval Of A New and Renewal Liquor Applications.
- [18.](#) Consideration Of Appointment To The Tourism Advisory Commission.
- [19.](#) Consideration Of Appointment Of Two Candidates To The Airport Advisory Board.
- 20. Public Comments.

**Adjournment**

- 21. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Legal Actions and Negotiated Contract. (Closed Statue 610.021) (1, 12).

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



**MINUTES OF THE  
CITY OF MOBERLY, MISSOURI  
CITY COUNCIL MEETING  
June 5, 2023**

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

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

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

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

A motion was made by Kyser and seconded by Jeffrey to approve the minutes of the May 15, and May 31, 2023, Council meeting as presented. Ayes: Brubaker, Lucas, Jeffrey and Kyser. Nays: none. Absent: Kimmons.

Police Chief, Troy Link, presented a lifesaving commendation to Officer Jaclyn Scott for her actions on May 3, 2023, which resulted in saving the life of six-week-old child, K. Martin.

A request was made by Ben Jamerson with the Moberly YMCA to host their annual Glow Run to raise funds to support their Strong Community Program on June 16, 2023, during Railroad Days in downtown Moberly. The race will begin and end at Depot Park, with an 8:30 p.m. start time. Runners will travel west on Reed Street, cross Johnson Street and continue west on Adams Street to Hagood Street and Adams Street and continue west on Reed Street to Holman Road, turn north on Holman Road and turn west into Rothwell Park at the War Memorial and continue west toward Candy Cane City, turning north at Candy Cane City toward the Klein Shelter house and continue around on Park Drive past the tennis courts to Park Drive and Holman Road. South on Holman Road, to Reed Street. East on Reed St, retracing the route back to Depot Park to the finish line. The YMCA requests law enforcement to lead the running and provide traffic assistance as needed. A motion was made by Jeffrey and seconded by Lucas to approve the request. Ayes: Brubaker, Lucas, Jeffrey and Kyser. Nays: none. Absent: Kimmons.

The Room at the Inn project of the Randolph County Ministerial Alliance presented their 2023 Annual Report for review.

Mayor Brubaker asked to entertain any motion to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Brubaker asked for a motion for the Consent Agenda to be read by City Attorney, Randall Thompson. Jeffrey made a motion for City Attorney, Randall Thompson, to read the Consent Agenda. Kyser seconded the motion. Ayes: Brubaker, Lucas, Jeffrey and Kyser. Nays: none. Absent: Kimmons.

**Bill No. R1464: “A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING APPLICATION FOR A FY 2023 STATE HOMELAND SECURITY PROGRAM GRANT FOR TACTICAL HEAVY VESTS”**

**Bill No. R1465: “A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE AGREEMENT WITH WILLIS BROS, INC., FOR STURGEON AND ROLLINS WATER MAIN REPLACEMENT”**

**Bill No. R1466: “A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE AGREEMENT WITH L & J DEVELOPMENT, INC. FOR INSTALLATION OF A BILL PAYMENT KIOSK AT CITY HALL”**

**Bill No. R1467 “A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ONCALL ENGINEERING SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR MINOR TASKS NOT RELATED TO CONTRACTS AND GRANT ADMINISTRATION”**

**Bill No. R1468 “A RESOLUTION AUTHORIZING AND ACCEPTING CHANGE ORDER NO. 2 TO THE TANNEHILL WATER LINE CONSTRUCTION CONTRACT WITH WILLIS BROTHERS, INC”**

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

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT WITH STUART CUSTOM HOMES, LLC FOR 512 ROBERTS STREET”** and moved that the bill be read two times by title for passage. Jeffrey seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey and Kyser. Nays: none. Absent: Kimmons. The bill having previously been made available for public inspection was read by title two times. Jeffrey 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: Brubaker, Lucas, Jeffrey and Kyser. Nays: none. Absent: Kimmons.

Jeffrey introduced a bill for an ordinance entitled: **“AN ORDINANCE AMENDING ORDINANCE NO. 9708 BY INCREASING WATER AND SEWER RATES”** and moved that the bill be read two times by title for passage. Kyser seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey and Kyser. Nays: none. Absent: Kimmons. The bill having previously been made available for public inspection was read by title two times. Lucas moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey and Kyser. Nays: none. Absent: Kimmons.

Lucas introduced a bill for an ordinance entitled: **“AN ORDINANCE OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING THE CITY MANAGER TO ACQUIRE CERTAIN PROPERTY BY PURCHASE OR CONDEMNATION”** and moved that the bill be read two times by title for passage. Kyser seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey and Kyser. Nays: none. Absent: Kimmons. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be

enacted into an ordinance. Jeffrey seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey and Kyser. Nays: none. Absent: Kimmons.

Lucas introduced **“A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN MAY 12, 2023 AND JUNE 1, 2023, IN THE AMOUNT OF \$1,273,408.50”** and made a motion for it to be read. Kyser seconded the motion. Ayes: Brubaker, Lucas, Jeffrey and Kyser. Nays: none. Absent: Kimmons. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Jeffrey and seconded by Kyser to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey and Kyser. Nays: none. Absent: Kimmons.

The following renewal liquor applications were submitted for approval:

**B&B Theatres Moberly Five & Drive**, 3000 N Morley St, Moberly, MO 65270, submitted by Robert Bagby. Retail Sale of all kinds of intoxicating liquor by drink, including package sales and retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant bar).

**Bratchers Fuel**, 221 S Morley St, Moberly, MO 65270, submitted by James Bratcher. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**Bratchers Market**, 301 S Morley St, Moberly, MO 65270, submitted by James Bratcher. Retail intoxicating liquor in excess of 5% alcohol, by package only, retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales and wine and malt beverages, permit to allow tasting on premises-limitations – MO Statutes 311.294.

**Break Time #3071**, 1210 Hwy 24 E, Moberly, MO 65270, submitted by Jennifer Bach. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**Break Time #3163**, 1751 Urbandale Dr East, Moberly, MO 65270, submitted by Jennifer Bach. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**Coates Street Corner Grill**, 320 W Coates St, Moberly, MO 65270, submitted by Brande M. Blackwell. Retail sale of all kinds of intoxicating liquor by drink, including package sales.

**D’Abolengo LLC**, 2002 Silva Ln, Moberly, MO 65270, submitted by April Elaine O’Haver. Retail sale of all kinds of intoxicating drink, including package sales and retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant bar).

**Dollar General #1811**, 2200 E Outer Road, Suite A, Moberly, MO 65270, submitted by Robbin Griffith. Retail intoxicating liquor in excess of 5% alcohol by package only.

**Dollar General #1230**, 643 N Morley St, Moberly, MO 65270, submitted by Robbin Griffith. Retail intoxicating liquor in excess of 5% alcohol by package only.

**Dollar General #24671**, 1735 S Morley St, Moberly, MO 65270, submitted by Robbin Griffith. Retail intoxicating liquor in excess of 5% alcohol by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**El Vaquero**, 721 N Morley St, Moberly, MO 65270, submitted by Maximo Perez. Retail sales of all kinds of intoxicating liquor by drink, including package sales and retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant bar).

**Felicia’s Restaurant & Entertainment, LLC**, 1461 Hwy JJ, Moberly, MO 65270, submitted by Felicia Buckner. Retail sale of all kinds of intoxicating liquor by drink, including package sales.

**FL59 “Fast Lane”**, 600 E Hwy 24, Moberly, MO 65270, submitted by Mark T. Baker. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**Fraternal Order of Eagles #2669**, 1408 N Morley St, Moberly, MO 65270, submitted by Bennie Skaggs. Retail sale of all kinds of intoxicating liquor by drink, including package sales, sale of liquor by drink – Sunday – Certain Org. – MO Statutes 311.090 and Annual Caterer’s License – Moberly Ordinance 9529.

**Get It N Go Express**, 601 S Morley St, Moberly, MO 65270, submitted by Jessica Wamsley. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**Get It N Go Express South**, 1730 S Morley St, Moberly, MO 65270, submitted by Jessica Wamsley. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**Mallard’s Pub and Pool (Twisted Llama LLC)**, 407-D E Urbandale Dr, Moberly, MO 65270, submitted by Jana Longbine. Retail sale of all kinds of intoxicating liquor by drink, including package sales.

**Moberly Mart**, 1400 N Morley St, Moberly, MO 65270, submitted by Dinesh Kumar Patel. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**Moberly Store LLC (7<sup>th</sup> Heaven)**, 300 W Rollins St, Moberly, MO 65270, submitted by Muazam Shafiq. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**MO Axe Company**, 535 W Reed St, Moberly, MO 65270, submitted by Brande M. Blackwell. Retail malt liquor not in excess of 5% alcohol, by drink or package (Sunday sales included).

**Pizza Works**, 319 N Morley St, Moberly, MO 65270, submitted by Kenneth Castagno. Retail malt liquor not in excess of 5% alcohol, by drink or package (Sunday sales included).

**VFW Post 2654**, 1347 S Morley St, Moberly, MO 65270, submitted by Chris Wertz. Retail sale of all kinds of intoxicating liquor by drink, including package sales and sale of liquor by drink – Sunday – Certain Org. – MO Statutes 311.090.

**Walgreens #10377**, 1711 N Morley St, Moberly, MO 65270, submitted by Robbin Griffith. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**Wal-Mart Supercenter #40**, 1301 Hwy 24 East, Moberly, MO 65270, submitted by James P. Emanuel Jr. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

**XPress Liquor & Smoke**, 402 S Morley St, Moberly, MO 65270, submitted by Hari Poudel. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

A motion was made by Lucas and seconded by Jeffrey to grant the licenses subject to investigation. Ayes: Brubaker, Lucas, Jeffrey and Kyser. Nays: none. Absent: Kimmons.

Colin Schowe, KWIX/KRES Radio Station, was present from the Media.

A motion was made by Kyser and seconded by Jeffrey to adjourn to a work session followed by a closed session to discuss the status of a negotiated contract. (Closed Statute 610.021)(12). Ayes: Brubaker, Lucas, Jeffrey and Kyser. Nays: none. Absent: Kimmons.

A closed session was held.

Mayor Brubaker reopened the meeting.

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

**Work Session**

The Following Was Discussed At The Work Session:

A Request From The Prevail Gym To Hold A 5k Run And Street Closure On September 10, 2023.

A Discussion Regarding The Purchase Of Sewer Cleaning And Inspection For Public Utilities From Ace Pipe Cleaning, Inc. And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

A Discussion Regarding Accepting A Permanent Water And Sewer Line Easement For The East Outer Road Water & Sewer Project.

A Discussion Regarding Approving The Purchase And Installation Of Utility Billing Office Flooring And Authorizing The City Manager To Approve The Proposal On Behalf Of The City.

Consideration For Two (2) Appointments To The Airport Advisory Board.

Consideration For Three (3) Appointments To The Planning And Zoning Commission. *Kyser made a motion to take up this item at the next work session on June 19, 2023. The whole Council present was in favor of this item coming back to the June 19, 2023, work session meeting.*

Review Of A Draft Task Order #19 From B&W/Barr For Wabash Heights ARPA Grant Project.

An Application For A Conditional Use Permit Submitted By Devin Snodgrass On Behalf Of The Mike And Melissa Anderson For A Proposed Pet Care Facility Located At 1120 South Morley Street.

A Discussion Regarding Accepting The Bid And Authorizing The City Manager To Execute The Agreement For Moberly Regional Detention Basin Construction Project For Public Utilities.

Review Of Moberly Correctional Center Supervised Work Release Agreement.

Discussion Of Existing Mobile Home Park.

A Resolution Approving A Governmental Consulting Services Agreement Between The City Of Moberly, Missouri And Zamkus And Associates, LLC And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

A Resolution Approving Grant Funding To Area Civic And Charitable Organizations And Authorizing The City Manager To Execute Annual Service Agreements With Area Civic And Charitable Organizations.

An Ordinance Of The City Of Moberly, Missouri, To Establish A Procedure To Disclose Potential Conflicts Of Interest And Substantial Interests For Certain Municipal Officials.

Change Order #3 From L&J Development For The Amphitheater In Rothwell Park.

Appointment To The Tourism Advisory Commission.



**MINUTES OF THE  
CITY OF MOBERLY, MISSOURI  
CITY COUNCIL MEETING  
June 7, 2023**

The Moberly City Council met in special session at 4:00 p.m. at the City Hall Conference Room, 101 West Reed Street, Moberly, Missouri, with Mayor Brubaker presiding.

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

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

A joint work session of the City Council and City Department Heads was held. The Council reviewed the proposed 2023/2024 Operating Budget.

A motion was made by Jeffrey and seconded by Kimmons to adopt Option #4 into the 2023/2024 budget "\$20.00 Starting/No Change in Housing" for an increase from Budget Revision #3 in the amount of \$155,238.73 with all Funding Options Actions other than *Move emergency siren in Emergency Management CIP to FY2024-2025*. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

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

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
Department: Police  
Date: June 19, 2023

**Agenda Item:** A Request From The Prevail Gym To Hold A 5K Run And Street Closure On September 10, 2023.

**Summary:** Prevail Gym requesting permission to hold a 5K run on September 9, 2023. Race to begin at 100 W Lee. Runners will run north on Sturgeon to Wightman, then use the sidewalk to the pedestrian bridge and continue north to Reed St. Turn west on Reed Street, to Johnson, cross over to Adams and continue to Hagood St and continue west on Reed Street to Brinkerhoff. Turn north on Brinkerhoff to Coates St, east on Coates St to Sturgeon, south on Sturgeon to Depot Park, cross Rollins on pedestrian bridge, and continue on the sidewalk back to Wightman and continue south on Sturgeon to Lee, west on Lee to South Williams, using the bike lane travel south to McKinsey, east on McKinsey to Sturgeon, north on Sturgeon and end at 100 W Lee. Contact person is Shannon Sehnert 573-881-0029. Start time is 7:00 a.m., with the race expected to end 8:15a.m. Anticipate approximately 50 participants and will have volunteers to help. Request closure of Sturgeon Street from McKinsey to Wightman from 6:30 a.m. to 8:30 a.m.

**Recommended**

**Action:** Approve the request.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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>Brubaker</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>Lucas</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>Jeffrey</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



City of

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

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

Walk/Run Application Permit

Application Date: May 25, 2023  
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: September 10, 2023

Purpose of event: Prevail 5K

Name of event director: Shannon Sehner

Contact phone, & Address of director: 573-881-0029 1103 Prairie Ln, Moberly (home)

Approximate number of participants: 50

Route requested, Begin & End Time: Start 7:00am; end 8:15am

Route begins and ends at Prevail Gym at 100 W. Lee St.; run down Sturgeon toward downtown, use sidewalk and pedestrian bridge, run Reed, around post office, over to Coates on side walk, back down Sturgeon to Lee. Lee to bike path on Williams, to sidewalk on McKinsey

(Please include a map diagram showing start to finish) and down Sturgeon to Prevail.

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

Will the organization furnish personnel to assist with the event?  
Yes:  No:  If yes, how many? 7-10  
*yard signs*

\*Nightman and Lee street will be furnished with personnel to assist with traffic.  
~~Sturgeon~~

Signature of applicant: Shannon Sehner

Approved: [Signature] Declined:

Can we close Sturgeon from McKinsey to Nightman from 6:30am-8:30am?

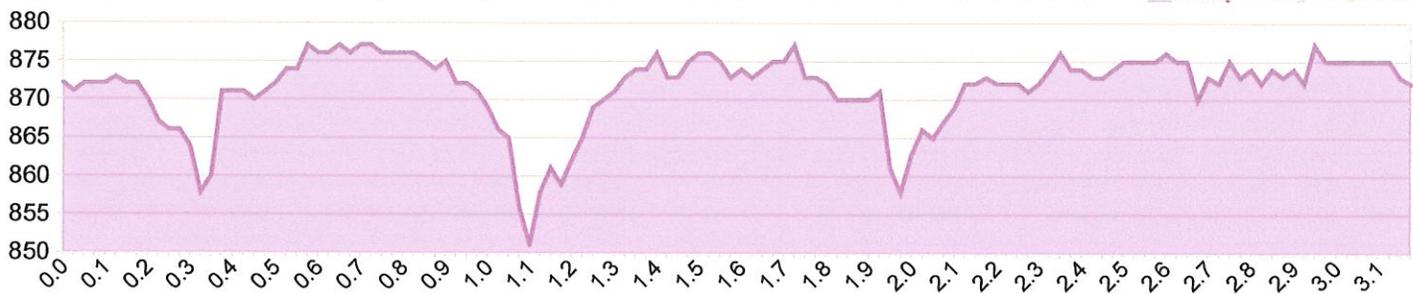
Authorizing Official: [Signature] Date: \_\_\_\_\_

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

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

# Prevail 5k Final

#2.



This route allows spectators/family/friends to stay in one spot (at Prevail) and see the beginning, middle, and end of the race.

I have been in contact with Megan Schmidt at the chamber regarding running down Reed St. She is approving this as it will draw more attention to vendors and add more activity for those who are downtown. Runners will also have a more unique experience and will hopefully have more support, encouragement, and cheering from vendors!

# City of Moberly City Council Agenda Summary

Agenda Number: #3.

Department: Public Utilities

Date: June 19, 2023

**Agenda Item:** A Resolution Approving The Purchase Of Sewer Cleaning And Inspection For Public Utilities From Ace Pipe Cleaning, Inc. And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** Moberly’s sewer collection system contains a segment of 42” main located in the eastern portion of Moberly, conveys flows and serves locations from SWIFT Foods, the Hwy 24 segment east of North Morley and properties south of this to Union street. This line hasn’t been cleaned since installation as utilities lacks the specialized equipment to clean piping of 36” and larger. Ace Pipe Inc. has been engaged to perform cleaning and inspection of this line, with plans to contract for periodic cleaning and/or inspection in the future to allow for management of this piping section. The total for this work is \$110,850.

**Recommended**

**Action:** Approve the resolution

**Fund Name:** Sewer Line Maintenance

**Account Number:** 301.112.5314

**Available Budget \$:** Balance from Operating Reserve

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney’s Report	M___ S___ <b>Lucas</b>	___	___
<input type="checkbox"/> 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>Jeffrey</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 checked="" type="checkbox"/> Other <u>Proposal(s)</u>			

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

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

**A RESOLUTION RATIFYING THE CONTRACT PROPOSAL OF ACE PIPE CLEANING, INC., TO CLEAN A SEWER MAIN IN EASTERN MOBERLY.**

**WHEREAS**, an emergency situation arose where time was of the essence to clean blocked sewer lines and overrun manholes in eastern Moberly; and

**WHEREAS**, pursuant to city code Sec. 2-435(2) no bids were requested and Ace Pipe Cleaning, Inc., (“Ace”) was retained pursuant to the attached Contract Proposal to begin immediate work to clean a 42” sewer main; and

**WHEREAS**, city staff is requesting ratification of its acceptance of the Contract Proposal and payment to Ace of the contract sum of \$110,850.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby ratifies the contract proposal of Ace and payment to Ace of the contract sum of \$110,850.00.

**RESOLVED** this 19th day of June, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



6601 Universal Avenue  
Kansas City, MO 64120  
p: (816) 241-2891  
f: (816) 241-5054  
office@acepipe.com

**CONTRACT PROPOSAL**

Date: 3/16/23

**Customer: City Of Moberly**  
**Attn: Steve Wilson**  
**Address: 101 W Reed St**  
**Moberly MO 65270**  
**Email: swilson@cityofmoberly.com**  
**Phone: 660-269-7673**

Proposal #: 23-373

**1. PROJECT DESCRIPTION:**

**City of Moberly, MO – Union St. and Tayler St – Sanitary Pipe Cleaning**

**2. SCOPE OF WORK:**

Ace Pipe Cleaning, Inc. (“APC”) will provide the labor, equipment, material, and supplies for work performed on the Project in accordance with this Proposal (the “Work”), and will include the following:

**APC will provide Two Operators, One Jumbo Jetter Truck, One Jetter/Combo Unit and One Additional Laborer to clean a 42-inch Sanitary Pipe for the above-mentioned project.**

**3. PRICING AND PAYMENT:**

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Mobilization	1	HRS	\$ 2,250.00	\$ 2,250.00
Operator & Jumbo Jetter	190	HRS	\$ 200.00	\$ 38,000.00
Operator & Jetter/Combo Unit	190	HRS	\$ 200.00	\$ 38,000.00
Additional Laborer	190	HRS	\$ 110.00	\$ 20,900.00
Equipment Fuel	190	HRS	\$ 48.00	\$ 9,120.00
<b>TOTAL ESTIMATED PRICE</b>				<b>\$ 108,270.00</b>

Payment shall be due Net 30 days from APC’s invoice date. Billing will reflect actual quantities achieved.

**4. SCHEDULE:** To be determined upon acceptance of this Proposal.

**5. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:**

The Clarifications/Assumptions are part of this Proposal. APC’s Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and APC’s Terms and Conditions carefully. The pricing is based upon Customer’s acceptance of APC’s Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer’s requirements or plans and specifications and this Proposal, this Proposal shall govern.

**PREVAILING WAGE? YES NO X**  
**If yes, please provide Wage Determination.**

**TAX EXEMPT? YES X NO**  
**If yes, please provide Tax Exemption Certificate.**

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: <u>Jeremy Check</u> Date <u>3/16/23</u> Title: <u>Superintendent</u>	Signed: _____ Date _____ Title: _____

**CLARIFICATIONS / ASSUMPTIONS**

All pricing is conditioned upon the Clarifications/Assumptions listed below.

1. **CLARIFICATIONS:**

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide APC the appropriate documentation.
- b. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal does not include by-pass pumping.
- d. Price quoted is portal to portal from our location at 6601 Universal Ave, KCMO and is a four-hour minimum fee.
- e. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work.
- f. APC will provide light traffic control (cones) if necessary.

2. **ASSUMPTIONS:**

- a. Customer will provide free access to the work site which will be adequate for APC's equipment and will be at least 150 feet from the manhole. APC reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will coordinate the Work with any private property owners.
- c. Customer will provide environmentally responsible disposal site.
- d. Customer will provide water for cleaning and access to hydrant and hydrant meter.
- e. Pricing is subject to change 30 days from the date of the proposal.
- f. There are no hazardous materials present in the project area.

**Terms and Conditions**

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Unless otherwise noted, payments are due within thirty days from the submission to Customer of an invoice. A "past due payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references

herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition, or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure, or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special, or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. APC shall be entitled to collect reasonable attorney's fees incurred to collect any "past due payments."

14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.



6601 Universal Avenue  
Kansas City, MO 64120  
p: (816) 241-2891  
f: (816) 241-5054  
office@acepipe.com

**CONTRACT PROPOSAL**

Date: 5/19/23

**Customer: City Of Moberly**  
**Attn: Steve Wilson**  
**Address: 101 W Reed ST**  
**Moberly MO 65270**  
**Email: swilson@cityofmoberly.com**  
**Phone: 660-269-7673**

Proposal #: 23-555

**1. PROJECT DESCRIPTION:**

Moberly, MO – 42” CCTV

**2. SCOPE OF WORK:**

Ace Pipe Cleaning, Inc. (“APC”) will provide the labor, equipment, material, and supplies for work performed on the Project in accordance with this Proposal (the “Work”), and will include the following:

**APC will provide One Operator and One CCTV Inspection unit perform inspection by CCTV to a 42” inch sanitary pipe as directed by customer in Moberly, MO.**

**3. PRICING AND PAYMENT:**

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
CCTV Inspection Unit w/Operator	12	HR	\$ 215.00	\$ 2,580.00
<b>TOTAL ESTIMATED PRICE</b>				<b>\$ 2,580.00</b>

Payment shall be due Net 30 days from APC’s invoice date. Billing will reflect actual quantities achieved.

**4. SCHEDULE:** To be determined upon acceptance of this Proposal.

**5. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:**

The Clarifications/Assumptions are part of this Proposal. APC’s Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and APC’s Terms and Conditions carefully. The pricing is based upon Customer’s acceptance of APC’s Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer’s requirements or plans and specifications and this Proposal, this Proposal shall govern.

**PREVAILING WAGE? YES    NO   X**  
**If yes, please provide Wage Determination.**

**TAX EXEMPT? YES    NO   X**  
**If yes, please provide Tax Exemption Certificate.**

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: <u>Mark Calvert</u> Date <u>5/19/23</u> Title: <u>Ops Manager</u>	Signed: <u>Dana Ulmer</u> <small>Digitally signed by Dana Ulmer DN: c=US, E=dulmer@cityofmoberly.com, O=City of Moberly, OU=Utilities, CN=Dana Ulmer Date: 2023.05.19 12:18:52 -05'00'</small> Date _____ Title: _____

**CLARIFICATIONS / ASSUMPTIONS**

All pricing is conditioned upon the Clarifications/Assumptions listed below.

1. **CLARIFICATIONS:**

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide APC the appropriate documentation.
- b. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal does not include by-pass pumping.
- d. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work.
- e. Customer will obtain all necessary permits.
- f. APC will provide light traffic control (cones) if needed.
- g. Overtime rates will apply for any work that exceeds an (8) eight-hour workday (applicable to hourly rate quoted).
- h. Price quoted is portal to portal from our location 6601 Universal Ave., Kansas City, MO and is a four-hour minimum charge (applicable to hourly rate quoted).
- i. The quoted price does not include cleaning the pipe. APC can estimate cleaning, if needed.
- j. The CCTV inspection will be performed using a robotic camera capable of recording the condition of the pipe. Data will be generated in digital and physical report format and will provide logged information of pipe condition, calling out defects (such as root intrusions, pipe separations, cracks, decay, and crumbling) as necessary. All APC data technicians are NASSCO PACP certified.
- k. For CCTV inspections that have 1,000 feet or more of Data, there will be a minimum 2 week turn-around for deliverables.

2. **ASSUMPTIONS:**

- a. Customer will provide free access to the work site which will be adequate for APC's equipment and will be within 150 feet from the access point. APC reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will coordinate the Work with any private property owners.
- c. Customer will provide environmentally responsible disposal site if cleaning occurs.
- d. Customer will provide water for cleaning and access to hydrant and hydrant meter if cleaning occurs.
- e. Pricing is subject to change 30 days from the date of the proposal.
- f. There are no hazardous materials present in the project area.

**Terms and Conditions**

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Unless otherwise noted, payments are due within thirty days from the submission to Customer of an invoice. A "past due payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references

herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition, or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure, or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special, or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. APC shall be entitled to collect reasonable attorney's fees incurred to collect any "past due payments."

14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #4.

Department: Public Utilities

Date: June 19, 2023

**Agenda Item:** A Resolution Accepting Permanent Sewer Easements From An Owner For The East Outer Road Water & Sewer Project.

**Summary:** The city desires to develop property south of Lowes and adjacent to the East Outer roadway. This easement allows connections to existing and planned water and sewer lines to allow for future development of the planned area. The city needs to officially accept this easement from the property owner to complete the transaction. This action will officially accept the easements. The address of the property currently granting the easement is:

“A 20 feet wide strip of land, lying in part of the South 50 acres a tract of land recorded in Book 753 at Page 614 of the Randolph County Records, in the City of Moberly, Randolph County, Missouri...”

**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>Brubaker</b>	<input type="checkbox"/>	<input type="checkbox"/>
<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>Lucas</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ <b>Kimmons</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ <b>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ <b>Kyser</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Easement</u>		Passed	Failed

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

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

**A RESOLUTION ACCEPTING A PERMANENT WATER AND SEWER LINE EASEMENT FROM THE LEAVENE FAMILY REVOCABLE TRUST.**

**WHEREAS**, the City Utilities Department was in need of a permanent water and sewer line easement on property owned by Jeremy Leavene and Surraya Leavene as Trustees of the Leavene Family Revocable Trust under Agreement Dated February 10, 2022 (“Leavene”) to install permanent water and sewer infrastructure; and

**WHEREAS**, Leavene was willing to provide the needed easement on the terms and conditions contained in the Easement attached hereto; and

**WHEREAS**, City staff requests that the Council accept the Easement in the form provided and further authorize the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution and further authorizes the recording of each document.

**NOW, THEREFORE**, the City Council of the City of Moberly hereby accepts the attached easement and further authorizes the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution and further authorizes the recording of such easement.

**RESOLVED** this 19th day of June, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

LAW OFFICES  
www.cfoleylaw.com

208 North Church Street  
P.O. Box 44  
Fayette, MO 65248  
660.248.3346  
Fax 660.248.1779

Pamela Huttzell - Legal Assistant  
phuttzell@cfoleylaw.com

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**CARLYLE FOLEY, P.C.**

Carlyle Foley  
cf@cfoleylaw.com  
Cynthia Cochran Leyva  
cl@cfoleylaw.com

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104 Corporate Lake Drive  
Columbia, MO 65203

573.449.5316  
Fax 573.875.3100

Rebecca J. Kurtz - Legal Assistant  
assistant@cfoleylaw.com

May 8, 2023

Nathan Nickolaus  
308 E High Street, Suite 108  
Jefferson City, MO 65101

Re: Leavene Sewer Easement

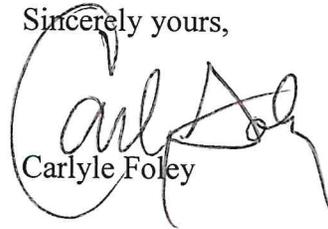
Dear Nathan:

I am enclosing the original signed Easement for recording.

Please forward payment to me prior to recording.

Let me know if you need anything further from me.

Sincerely yours,



Carlyle Foley

CF:rjk  
Enclosure

**SANITARY SEWER AND  
WATER LINE EASEMENT**

THIS AGREEMENT, made this 4<sup>th</sup> day of May, 2023, by and between Jeremy Leavene and Surraya Leavene as Trustees of the Leavene Family Revocable Trust under Agreement Dated February 10, 2022, (**Grantors**), and the City of Moberly, Missouri, a Municipal Corporation, **Grantee**. Grantee’s mailing address is:

**City of Moberly  
Attn City Manager  
101 Reed St.  
Moberly MO 65270**

WITNESSETH, that the **Grantors**, in consideration of the sum of **Eight Thousand Dollars and No Cents (\$8000)** and other good and valuable consideration to them paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and confirm unto the said **Grantee**, its successors and assigns, a permanent and exclusive easement for the construction, operation, maintenance, repair, replacement, and removal of water and sewer pipelines, manholes, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, including the right to enter the Grantors’ land to access such easement, over, under, through, across, in and upon the following described lands in Randolph County, Missouri, to-wit:

A 20 feet wide strip of land, lying in part of the South 50 acres a tract of land recorded in Book 753 at Page 614 of the Randolph County Records, in the City of Moberly, Randolph County, Missouri; said parcel being more particularly described as follows:

*(Legal Description continues on Page 2)*

A 20 feet wide strip of land, lying 10 feet on either side and adjacent to the following described centerline. Commencing at an iron bar at Southeast Corner of W. L. Orscheln Subdivision; thence along the East line of said W. L. Orscheln Subdivision, North 01 degrees 20 minutes 20° East a distance of 1039.71 feet to the Point of Beginning of the Centerline of said 30 feet strip of land, said Point bears 10.10 feet South 01 degrees 20 minutes 20 seconds East of the Northeast corner of Lot 27 of W. L. Orscheln Subdivision; thence along said centerline North 79 degrees 03 minutes 48” East a distance of 303.49 feet; thence North 73 degrees 04 minutes 33” East a distance of 637.11 feet to the Point of Ending, said parcel containing approximately 0.43 acres of land more or less.

**Grantee**, its successors, and assigns shall have the right of ownership, use, and control of all sanitary sewers, underground pipes, manholes, and all necessary appurtenances on the above-described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the sanitary sewer.

**SPECIAL CONDITIONS:** The City (Grantee) agrees

- The City of Moberly shall allow the Grantors to connect to the water and sewer lines as normal customers.
- Upon completion of construction, the Grantee will restore the property to as close to the original condition as possible.

**Grantors** agree not to obstruct or interfere with Grantee’s use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance, or access to such pipelines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure other than fences on the said easement.

**Grantors** further state that they are lawfully seized of title to the land through which said easement is granted and that they have good and lawful right to convey said easements to the **Grantee** herein.

**Grantors**, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waive any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the Grantors.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the City of Moberly, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, this 4<sup>th</sup> day of May, 2023.

Jeremy & Surraya Leavene Trust

By:

*Jeremy Leavene*  
Jeremy Leavene

*Surraya Leavene*  
Surraya Leavene

Trustees of the Leavene Family Revocable Trust under Agreement Dated February 10, 2022

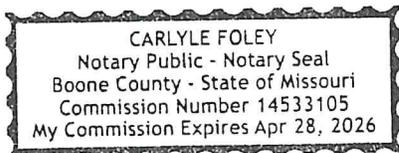
**ACKNOWLEDGMENT**

State of Missouri )  
 ) ss  
County of Boone )

On this 4<sup>th</sup> day of May 2023, appeared before me, a Notary Public in and for the said state, Jeremy Leavene and Surraya Leavene, Trustees of the Leavene Family Revocable Trust under Agreement Dated February 10, 2022, are known to me to be the persons who executed the within Easement and acknowledged to me that they executed the same for the purposes therein stated.

In Testimony Whereof, I have set my hand and affixed my official seal.

SEAL



*Carlyle Foley*  
Carlyle Foley Notary Public



# Moberly, MO

#4.



## Legend

- Roads
- Corporate Limit
- Parcel
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement

1 in. = 725ft.



1,449.3 0 724.66 1,449.3 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

## Notes

# City of Moberly City Council Agenda Summary

Agenda Number: #5.

Department: Public Utilities

Date: June 19, 2023

**Agenda Item:** A Resolution Approving Purchase And Installation Of Utility Billing Office Flooring And Authorizing The City Manager To Approve The Proposal On Behalf Of The City.

**Summary:** The utility billing office contains 2 different types and colors of carpeting, with transition strips that have aged and represent trip hazards for staff. The room is used every business day for delivering water billing service to Moberly customers, to research files, utility contracts, projects, filing, copying and document management. The floor receives heavy traffic within the workspace and is ready for replacement with durable economical luxury vinyl plank, identical to the flooring installed in the city clerk's office less than two years ago. 3 vendors were contacted with only one choosing to provide a cost estimate to do the project.

Vendor	Installation Anticipated	Total Including Installation
Art's Appliance 420 US 24 West Moberly, MO 65270 660-263-3367	Following removal of existing flooring	\$8,906.90
Lowe's, Inc. 1800 E Outer Rd. Moberly, MO 65270 660-263-4210	N/A	Replied stating that they do not do flooring work in government buildings
Farris Decorating 1127 North Morley Moberly, MO 65270 660-263-5555	N/A	Spoke with member of vendor staff twice with no response

**Recommended Action:** Approve the resolution

**Fund Name:** Contracted Services

**Account Number:** 301.110.5406

**Available Budget \$:** 10,000

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

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

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF OFFICE FLOORING FOR THE PUBLIC UTILITIES DEPARTMENT.**

**WHEREAS**, the Public Utilities department desires to replace the flooring in the utility billing office with new vinyl plank flooring; and

**WHEREAS**, staff requested bids from three vendors and received one bid from Art’s Appliance; and

**WHEREAS**, the bid received from Art’s Appliance in the amount of \$8,906.90 includes removal of the old floor and installation of new vinyl plank flooring; and

**WHEREAS**, city staff recommend acceptance of the attached bid and the purchase of the flooring.

**THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Art’s Appliance and authorizes the City Manager or his designee to purchase the flooring for the sum of \$8,906.90 and to take such other and further action necessary to carry out the purposes of this resolution.

**RESOLVED** this 19th day of June, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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









# City of Moberly City Council Agenda Summary

Agenda Number: #6.

Department: Public Utilities

Date: June 19, 2023

**Agenda Item:** A Resolution Accepting The Bid And Authorizing The City Manager To Execute An Agreement With R. & L. Boone Construction Company For The Moberly Detention Basin Construction Project.

**Summary:** The Public Utilities Department has received bids for the Moberly Regional Detention Basin Construction Project that was approved as one of six projects included within an EDA grant. The quote selected is the \$103,935.00 from R. & L. Boone Construction Company. The original construction cost estimate was \$134,220 with construction cost inflation resulting in bids received ranging from this lowest bid of \$103,935 to the high bid of \$236,550. Project funding is from an EDA Grant of approximately \$84,141 with the difference from Moberly of \$19,794. EDA requires project completion no later than September 28, 2024. EDA has approved this award.

**Recommended**

**Action:** Approve the resolution

**Fund Name:** Capital Improvement Plan

**Account Number:** 301.112.5412

**Available Budget \$:** Balance to be secured from capital reserve.

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

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

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

**A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH R. & L. BOONE CONSTRUCTION COMPANY FOR THE MOBERLY DETENTION BASIN CONSTRUCTION PROJECT.**

**WHEREAS**, the Public Utilities department sought bids for the Moberly Detention Basin Construction Project as part of the EDA grant projects; and

**WHEREAS**, the bid of R & L Boone Construction Company (“Boone”) was selected as the low bid in the amount of \$103,935.00; and

**WHEREAS**, attached hereto and incorporated herein is an Agreement with Boone for the project provided the EDA approves the bid.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the bid of Boone and directs the City Manager to execute the attached Agreement for the services described herein once the Boone bid has been approved by the EDA.

**RESOLVED** this 19<sup>th</sup> day of June, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



**United States Department of Commerce** #6.  
**Economic Development Administration**  
**Denver Regional Office**  
**1244 Speer Boulevard, Suite 431**  
**Denver, Colorado 80204**

Date: June 12, 2023

In reply refer to:  
Award No. 05-79-06034

Jerry Jeffrey  
Mayor, City of Moberly  
101 West Reed  
Moberly, MO 65270

Re: Infrastructure Improvements  
Bid Award Approval

Dear Mayor Jeffrey:

The Economic Development Administration (EDA) has reviewed the bid award documentation, which you submitted for construction of the City of Moberly Regional Detention Basin Project. We concur with your proposed award of a contract to the following bidder:

<u>CONTRACTOR</u>	<u>TYPE OF WORK</u>	<u>AMOUNT</u>
R&L Boone Construction	Site & Utility Work	\$103,935

To obtain EDA approval of the executed contract documents, please submit one copy of the following:

1. A copy of the Executed Documents Checklist. This checklist is located on the Post-Approval Tool.
2. All documents furnished to the bidder, prior to the receipt of bids, including all addenda issues upon which the bids were based, if not previously submitted.
3. A copy of the executed contract or agreement between the grantee and the contractor, with all necessary blanks completed.
4. A copy of the performance and payment bonds for the contractor, dated the same, or not prior to the date of the contract, and supported by a properly signed power of attorney issued by the Surety.
5. A copy of the Certificate of Insurance which the contractor must carry, in conformance with the contract requirements.
6. An executed copy of the Certificate Regarding Lobbying, from the contractor, as required by Section 1352, Title 31, of the U.S. Code, if not previously submitted.

7. A copy of the Recipient's Notification of Award of Prime Contracts letter to the Director, Office of Federal Contract Compliance Programs (OFCCP), in response to the requirements of E.O. 11246 and 41 CFR Chapter 60.

#6.

Once construction has started, the contractor and subcontractors are required to submit weekly payroll reports. The payroll reports may be submitted on the U.S. Department of Labor Standard Form WH-347 or on the contractor's own form provided the form contains all of the information required on the Form WH-347. In addition, a "Statement of Compliance" will need to be submitted with each payroll. Although copies of the payrolls do not need to be submitted to this office, you must retain a copy of each payroll for a period of three (3) years and submit copies to this office upon request.

If you have any questions, please contact me at (202) 880-2906

Sincerely,  
**Katherine**  
**Travers**

Digitally signed by Katherine  
Travers  
Date: 2023.06.12 16:37:39  
-06'00'

Katherine Travers, PE  
Project Engineer

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Moberly (“Owner”) and  
R&L Boone Construction Co. (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

Moberly Area Industrial Park Regional Stormwater Detention Basin Improvements –  
EDA Award No. 05-79-06034

**ARTICLE 2 – THE PROJECT**

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:* Moberly Area Industrial Park Regional Stormwater Detention Basin Improvements –

EDA Award No. 05-79-06034

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by Howe Company, LLC.
- 3.02 The Owner has retained Howe Company, LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents, except as limited in Howe Company’s agreement with the City of Moberly.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
  - A. The Work will be substantially completed 210 calendar days after the Notice to Proceed date. The readiness for final payment date is 240 days after the Notice to Proceed date.
- 4.03 *Liquidated Damages*
  - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$700.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. NOT USED
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. NOT USED
- D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 50 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. Other bonds.
    - a. Bid Bond (pages 1 to 3, inclusive).

5. General Conditions (pages 1 to 65, inclusive).
  6. Supplementary Conditions (pages 1 to 16, inclusive).
  7. Specifications as listed in the table of contents of the Project Manual.
  8. Drawings (not attached but incorporated by reference) consisting of 26 sheets with each sheet bearing the following general title: Moberly Area Industrial Park.
  9. Addenda (numbers 0 to 0, inclusive).
  10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 2, inclusive).
  11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue

to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER:

CONTRACTOR:

City of Moberly \_\_\_\_\_

R&L Boone Construction Co. \_\_\_\_\_

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

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

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

101 W. Reed Street \_\_\_\_\_

12785 Rocky Hill Ave \_\_\_\_\_

Moberly, MO 65270 \_\_\_\_\_

Marceline, MO 64658 \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

## NOTICE OF AWARD

---

Date of Issuance:

Owner: City of Moberly

Owner's Contract No.:

Engineer: Howe Company, LLC

Engineer's Project No.: 20H3347

Project: Stormwater Detention Basin Improvements

Contract Name: Stormwater Detention Basin Imp.

Bidder: R&L Boone Construction Co.

Bidder's Address: 12785 Rocky Hill Ave

Marceline, MO 64658

### TO BIDDER:

You are notified that Owner has accepted your Bid dated April 10, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

#### **Stormwater Detention Basin Improvements**

The Contract Price of the awarded Contract is: \$103,935.00

[ 4 ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [ 4 ] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: **City of Moberly**

Authorized Signature \_\_\_\_\_

By:

Title:

Copy: Engineer

# CITY OF MOBERLY, MISSOURI REGIONAL DETENTION BASIN IMPROVEMENTS MOBERLY AREA INDUSTRIAL PARK-LOT 8 MCKEOWN PARKWAY EDA AWARD NO. 05-79-06034

PROJECT LOCATION

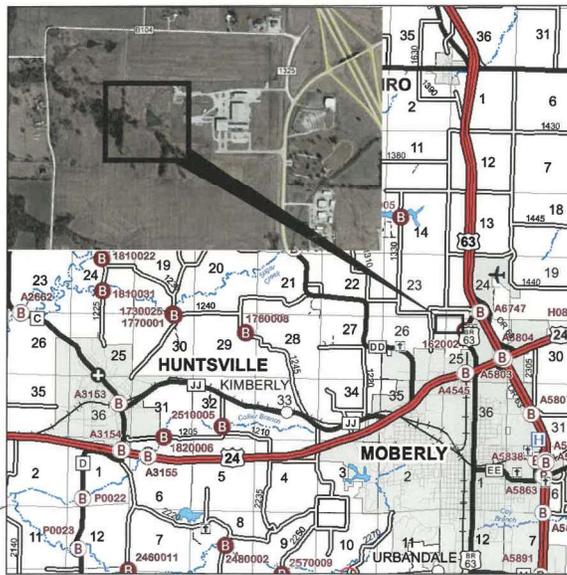
**PROPERTY OWNER**  
CITY OF MOBERLY  
101 WEST REED STREET  
MOBERLY, MO 65270  
BUS: 660-269-6705

**ENGINEER**  
SHANNON J. HOWE, P.E., S.E.  
HOWE COMPANY, LLC  
804 E. PATTON STREET  
OFFICE: 660-395-4693  
CELL: 660-551-1582  
E-mail: shannon@howecompany.com

**CURRENT ZONING:** M1-INDUSTRIAL

**UTILITY CONTACTS**

AMEREN UE  
CITY OF MOBERLY  
AT&T



LOCATION MAP - N.T.S.

**INDEX OF SHEETS**

COVER SHEET.....	1
GENERAL NOTES AND QUANTITIES.....	2-3
EXISTING CONDITION SHEET.....	4
GRADING PLAN.....	5
TEMP. ACCESS ROAD LOCATION.....	6
DRAINAGE IMPROVEMENTS PROFILE SHEET.....	7
EROSION CONTROL SHEET.....	8
DETAIL SHEET.....	9-10
STAKING SHEET.....	11

RANDOLPH COUNTY



KEY MAP  
SHOWING LOCATION OF COUNTY



THIS PROJECT WILL BE PARTIALLY FUNDED WITH FEDERAL FUNDS FROM THE UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION AND THEREFORE IS SUBJECT TO THE FEDERAL LAWS AND REGULATIONS ASSOCIATED WITH THAT PROGRAM.

	Rev EPA to EDA 9/2/2021 Date Description No.
COVER SHEET MOBERLY AREA INDUSTRIAL PARK REGIONAL STORMWATER DETENTION BASIN IMPROVEMENTS MOBERLY, MO HOWE COMPANY, LLC 804 E. PATTON STREET OFFICE: 660-395-4693 FAX: 660-395-4694	
DATE: MAY 2021 DESIGNED BY: D. AUSMUS DRAWN BY: B. MOOTS REVIEWED BY: C. SOWE APPROVED BY: S. HOWE JOB NO. 20H0347	
1	
SHEET 1 OF 11	

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #7.

Department: Comm. Dev.

Date: June 19, 2023

**Agenda Item:** A Resolution Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Granting Of A Conditional Use Permit To Mike And Melissa Anderson To Construct A Pet Care Facility.

**Summary:** The Planning & Zoning Commission approved this application at the May 30, 2023 meeting. Attached is a copy of the application, staff report and Conditional Use Permit.

**Recommended**

**Action:** Approve this resolution.

**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	___ Proposed Ordinance	M___ S___ <b>Brubaker</b>	___	___
___ Correspondence	<u>x</u> Proposed Resolution	<b>Council Member</b>		
___ Bid Tabulation	___ Attorney's Report	M___ S___ <b>Lucas</b>	___	___
___ P/C Recommendation	___ Petition	M___ S___ <b>Kimmons</b>	___	___
___ P/C Minutes	___ Contract	M___ S___ <b>Jeffrey</b>	___	___
___ Application	___ Budget Amendment	M___ S___ <b>Kyser</b>	___	___
___ Citizen	___ Legal Notice			
___ Consultant Report	___ Other_____		Passed	Failed

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

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

**A RESOLUTION ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE GRANTING OF A CONDITIONAL USE PERMIT TO MIKE AND MELISSA ANDERSON TO CONSTRUCT A PET CARE FACILITY.**

**WHEREAS**, on April 28, 2023, Devin Snodgrass on behalf of Mike and Melissa Anderson submitted an application to the Zoning Administrator for the issuance of a Conditional Use Permit (“CUP”) for construction of a pet care facility to be located at 1120 South Morley Street; and

**WHEREAS**, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on May 30, 2023, at which time the Commission recommended approval of the CUP request after having considered all standards listed in the zoning regulations, and all other conditions listed for a CUP in other sections of the regulations; and

**WHEREAS**, the City Council has considered the CUP application and the findings, conclusions and recommendations of the Planning and Zoning Commission.

**NOW, THEREFORE, BE IT RESOLVED** that the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the CUP application described herein.

**RESOLVED** this 19th day of June, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



**Memorandum**

**To:** Planning and Zoning Commission

**From:** Planning Staff

**Subject:** Zoning Applications 1120 S Morley St

**Meeting:** May 30, 2023

**Public Hearing to consider:**

Notice of Public Hearing for a site plan review submitted by Devin Snodgrass on behalf of Melissa Anderson to build an Animal House Pet Care Facility located at 1120 South Morley St. This property is currently zoned B-3 (General Commercial District)

**Comments:**

**Location:** 1120 S Morley St – 1.16 Acres of Land, Existing structure

**Zoning Compatibility:** Use is a Conditional use and compatible with the district.

**Intended Use:** Animal Care Facility General (Kennel/Boarding) – maximum of 20 animals (46-136)

**Landscaping design:** Dumpster Screening is provided, natural tree buffer provided for residential to the north and east. Landscaping around parking and drive areas is shown on Site Plan.

**Public areas:** (46-177) Parking - Adequate Spaces and ingress and egress are provided in the drawing.; (36-132) Sidewalks – City Designee requests sidewalks be installed, Owner request exemption to sidewalks as no existing sidewalks in area to connect to on either side of the public road

**Submission requirements:** Site Plan Review associated with Conditional Use, New Ownership, and improved parking/site areas. All submitted in timely fashion and in completeness.

**Livable Streets Compliance:** (36-213) This section does not apply as no city funds or contributions are expected within the project.

**City Staff Review:**

Staff review does not require any additional changes to the landscaping, parking, screening, and layout of the site. Discussion of the sidewalk did occur with no connectivity in the area, not future sidewalk plans for the next 10 years are currently planned for the site. Zoning Administrator requests that a “Cash in Lieu of” be submitted for the sidewalk installation.

Conditional Use application approvals do require additional approval by the City Council.

Respectfully Submitted  
Aaron Decker

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 11 – Conditional Uses

CITY OF MOBERLY  
CONDITIONAL USE PERMIT APPLICATION

Return Form To:  
Community Development Director  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270-1551  
(660) 263-4420  
(660) 263-9398 (fax)

For Office Use Only  
Case ID: \_\_\_\_\_  
Filing Fee: \_\_\_\_\_  
Date Filed: \_\_\_\_\_  
Date Advertised: \_\_\_\_\_  
Date Notices Sent: \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_

APPLICANT INFORMATION:

Applicant: Outline + Associates (Devin Snodgrass) Phone: 660-998-4288  
Address: 110 N. 5th St. Zip: 65270  
Owner: Melissa Anderson Phone: 572-999-9603  
Address: 1220 North Morley St. Zip: 65270

PROPERTY INFORMATION:

Location of Property: 1120 S. Morley St  
Legal Description: as indicated on Randolph County Records Deed Book  
932 Page 992 dated 11/02/21  
Present Zoning Classification: B-3 General Commercial Acreage: 1.16 Acres  
Present Use of Property: Warehouse/Storage  
Proposed Land Use Activity: Animal Care Facility - General  
Article, Section and sub-section (if applicable) allowing for said conditional use to be applied for: 46-118 Table + 46-136

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 11 – Conditional Uses

ADJACENT ZONING AND LAND USE:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Single Family Residential</u>	<u>B-3</u>
South	<u>Vacant Lot / Child Care Facility</u>	<u>B-3</u>
East	<u>Single Family Residential</u>	<u>R-1</u>
West	<u>S. Mozley Row / Comm. Building</u>	<u>B-3</u>

Should this conditional use be valid only for a specific time period? Yes \_\_\_\_\_ No X

If Yes, what length of time? \_\_\_\_\_

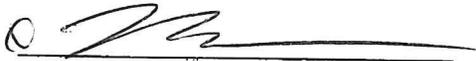
<b>DOES THE PROPOSED CONDITIONAL USE MEET THE FOLLOWING STANDARDS? IF YES, ATTACH A SEPARATE SHEET EXPLAINING WHY.</b>	Yes	No
Does the proposed conditional use complies with all applicable provisions of the regulations, including intensity of use regulations, yard regulations and use limitations?	<u>X</u>	
Does the proposed conditional use at the specified location will not adversely affect the welfare or convenience of the public?	<u>X</u>	
Does the proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located?	<u>X</u>	
Does the location and size of the conditional use, the nature and intensity of the operation involved or conducted in connection with it, and the location of the site with respect to streets giving access to it have been planned so that the conditional use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations?	<u>X</u>	
Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations, and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect?	<u>X</u>	
Adequate utility, drainage, and other such necessary facilities will be provided?	<u>X</u>	
Adequate access roads or entrance and exit drives will be provided and designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys?	<u>X</u>	
Adjoining properties and the general public will be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors or unnecessarily intrusive noises?	<u>X</u>	

**CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL**

*Article 11 – Conditional Uses*

**ATTACHMENTS REQUIRED:**

1. A site plan as specified in Section of the Zoning Regulations as well as any other information which would be helpful to the Planning and Zoning Commission in consideration of the application.
2. List of property owners located within 185 feet of the property.

  
Applicant's Signature

  
Date

**CITY OF MOBERLY, MISSOURI  
CONDITIONAL USE PERMIT  
REASONS FOR DETERMINATION**

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ON MAY 30, 2023, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A CONDITIONAL USE PERMIT FOR A(N) PET CARE FACILITY BE LOCATED AT 1120 SOUTH MORLEY, MOBERLY, MO (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE JUNE 5, 2023 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS CONDITIONAL USE PERMIT, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
CHAIRPERSON

  
\_\_\_\_\_  
ZONING ADMINISTRATOR

# City of Moberly City Council Agenda Summary

**Agenda Number:** #8.  
**Department:** Comm Dev  
**Date:** June 19, 2023

**Agenda Item:** A Resolution Permitting Relocation Of Manufactured Homes In Excess Of Ten Years Of Age.

**Summary:** A one-time allowance for existing mobile home currently located at Sarbaum Trailer Park, 1502 S. Morley that are over 10 years of age, but capable of passing our occupancy inspection and are in reasonably good condition, to relocate to another in-city mobile home park. This is only being proposed due to the existing park closing and occupants received the attached letter notifying that they are closing and have to move on or before Aug. 10<sup>th</sup>, 2023.

The owners that are asking to relocate have scheduled inspections at this time and only those that pass or are reasonably capable of passing with minor repairs would be considered for this. As I understand it, there are only three or four that are considering it currently.

This has been discussed among staff and based on the circumstances and the outcome of the inspections, staff is in agreement with this proposal.

**Recommended Action:** Approve this resolution

**Fund Name:** n/a

**Account Number:** n/a

**Available Budget \$:**

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 type="checkbox"/> Proposed Ordinance			
<input checked="" 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>Brubaker</b>	___	___
	<b>Council Member</b>		
	M___ S___ <b>Lucas</b>	___	___
	M___ S___ <b>Kimmons</b>	___	___
	M___ S___ <b>Jeffrey</b>	___	___
	M___ S___ <b>Kyser</b>	___	___
		Passed	Failed

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

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

**A RESOLUTION PERMITTING RELOCATION OF MANUFACTURED HOMES IN EXCESS OF TEN YEARS OF AGE.**

**WHEREAS**, Sarbaum mobile home park located at 1502 S. Morley is closing August 10, 2023, and contains manufactured homes in excess of ten years of age which must be moved to other mobile home parks; and

**WHEREAS**, Sec. 46-138 of the city code prohibits bringing manufactured homes into a mobile home park if the unit exceeds ten years in age; and

**WHEREAS**, city staff recommends lifting the requirements of Sec. 46-138 so that manufactured homes located at Sarbaum mobile home park be allowed to move to another mobile home park provided the manufactured home passes a city occupancy inspection and completes the move to another mobile home park within four months of the date of this Resolution.

**NOW, THEREFORE**, the City Council of the City of Moberly hereby accepts the recommendation of city staff stated above and permits the relocation of mobile homes from Sarbaum mobile home park on the conditions provided herein and further authorizes the City Manager or his designee to take such other and further actions as may be necessary to effectuate the purpose of this resolution.

**RESOLVED** this 19th day of June, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

Sarbaum  Mobile Home Park

April 10, 2023

Background Information

To All Residents, Sarbaum Mobile Home Park was started by my grandparents in the late 1950s. My grandmother asked me to keep the place going as long as possible, for the benefit of the community. Although some of you have consistently made your rent payments over the years – which I greatly appreciate – others have fallen far behind in the amounts they owe. As a result, I am no longer able to meet the park's operating expenses.

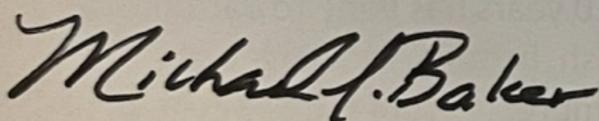
In the past, I've covered shortfalls in rent payments out of my own pocket, but I can no longer afford to do so.

In addition, the sewer system – which is now more than 60 years old – is nearly worn out and requires frequent, expensive repairs.

**These realities have led me to the difficult decision to close Sarbaum Mobile Home Park. The final day of operation will be August 10, 2023.** As part of this process, you will need to move your mobile home from the property by the closing date.

My sincere apologies for the extra work and inconvenience this will cause everyone.

Regretfully,



Mike Baker  
Owner/manager

PS – The reverse side of this letter provides some background information, if you're interested.

## Background Information

- Sarbaum Mobile Home Park was started by my grandparents in the late 1950s. Before she died, my grandmother asked me to keep the place going as long as possible, for the benefit of the people who choose to live here.
- Approximately 20 years ago, the City of Moberly began prohibiting mobile home parks from accepting mobile homes more than 10 years old. This greatly reduced the number of residents at Sarbaum Mobile Home Park because people with older homes were no longer allowed.
- Soon after the COVID outbreak, the federal government issued an "Eviction Moratorium," which prohibited landlords from evicting tenants from rental properties. The government renewed this moratorium 5-6 times over a period of nearly two years. Landlords who attempted to evict tenants faced criminal penalties.
- Half a dozen former residents abandoned their mobile homes within the park, and various individuals moved in without my knowledge or permission. Only a couple of these folks proved to be responsible residents. This put additional pressure on the smooth and peaceful operation of the park.
- Every dollar residents have paid in lot rent over the past 10 years has gone toward the park's operating expenses. This includes water, sewer, trash, lighting, mowing, gravel, demolition, hauling, snow plowing, insurance, taxes, and more. No rent money ever went into my own pocket, and I never raised anyone's lot rent.

# City of Moberly City Council Agenda Summary

Agenda Number: #9.  
 Department: Comm Dev  
 Date: June 19, 2023

**Agenda Item:** A Resolution Authorizing The City Manager To Execute A Supervised Work Release Program Agreement.

**Summary:** We received the annual renewal agreement for the use of the inmates from MCC. Fees are budgeted for, and staff recommends approving the execution.

**Recommended Action:** Approve this resolution

**Fund Name:** n/a

**Account Number:** n/a

**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>Brubaker</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>Lucas</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>Jeffrey</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 checked="" type="checkbox"/> Other _____		Passed	Failed

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SUPERVISED WORK RELEASE PROGRAM AGREEMENT.**

**WHEREAS**, historically the City of Moberly has utilized offender labor from the Moberly Correctional Center when available to it; and

**WHEREAS**, the Missouri Department of Corrections, Division of Adult Institutions, Moberly Correctional Center (“MCC”) has offered to reinstitute its work release program because it is beneficial to the involved offenders and to the City by providing labor needed in the area; and

**WHEREAS**, attached hereto and incorporated herein is a Supervised Work Release Program Agreement (the “Agreement”) providing offender labor to the City on the terms and conditions described therein; and

**WHEREAS**, city staff recommends acceptance of the Agreement.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves and authorizes the City Manager or his designee to execute the attached Agreement and to take such other and further actions necessary to effectuate the purpose of this Resolution.

**RESOLVED** this 19<sup>st</sup> day of June, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



**Moberly Correctional Center**  
**Supervised Work Release Program Agreement**  
**Between**  
**The Missouri Department of Corrections**  
**Division of Adult Institutions**  
**2729 Plaza Drive**  
**Jefferson City, MO 65102**  
**And**  
**City of Moberly,**  
**101 West Reed Street, Moberly, MO 65270**

### Introduction

1. The Missouri Department of Corrections, Division of Adult Institutions, Moberly Correctional Center (MCC) and the City of Moberly (“Contractor”) desire to enter into a Supervised Work Release Program Agreement, for the sole purpose of providing an offender the opportunity to gain work skills. The requirements outlined herein, as agreed to by the parties, are intended to enhance the individual offender’s work skills and knowledge of productive habits prior to his release from institutional confinement. In addition to the terms and conditions set forth and agreed to herein, the MCC Warden under the jurisdiction of the Division of Adult Institutions shall develop standard operating procedures. Accordingly, the parties agree that any exceptions, additions and/or deletions to the General Terms and Conditions of this Agreement shall be signed, attached and made part of this Agreement, subject to final approval by the Director, Division of Adult Institutions, or designee.
  - 1.1 While work release programs are beneficial to the involved offenders, such programs shall not adversely affect any statewide economic growth or industry. Further, work release programs are neither intended to result in the displacement of employed civilian workers, nor to utilize offender labor to perform work in skilled employment positions which would require certification or licensing.

### General Terms and Conditions

2. In consideration of the mutual agreements contained herein, the parties agree to establish a Supervised Work Release Agreement under the following terms and conditions. Accordingly, it is understood that:
  - 2.1 Effective September 1, 2023 through August 31, 2024, a binding agreement shall exist, wherein MCC agrees to furnish laborers (“an offender work crew”) to the Contractor. This Agreement shall not extend beyond the termination date unless amended in a manner that conveys the intent of both parties to continue such services. Therefore, the parties agree that renewal or any change to this Agreement as a result of statute, rule, regulation or court order adopted after the effective date of this Agreement shall be accomplished by written and signed amendment between the parties. Upon the mutual agreement of both parties, this Agreement may be renewed for two (2) additional one-year periods, or any portion thereof.
  - 2.2 This Agreement is not intended to create any rights, liberty, interest nor entitlements in favor of any individual under the supervision of the Department. The Agreement is intended only to set forth the rights and responsibilities of the parties hereto. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

- 2.3 All the Contractor's employees, and other individuals acting under either party's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of either party that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state property. Contractor employees shall assist with enforcement of Inmate Rules by reporting violations to the MCC Warden/designee and not obstructing the Missouri Department of Corrections or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. Both parties agree that they may develop communication procedures, which will facilitate the routine operation of the work detail as well as ensure adequate response to unforeseen or emergency events.
- a. All Contractor employees who will supervise the offenders must be 21 years of age or older and submit to and pass a background investigation conducted by the Missouri Department of Corrections or its designee. The Contractor and its employees understand and agree that the Department shall complete criminal background records checks every year for those employees that have the potential to have contact with offenders. The Department shall have the unilateral authority to refuse entry to Contractor personnel as it deems appropriate.
  - b. No individual employed by the Contractor having direct contact with offenders (work crews) shall currently or within the past two years have been released and/or under the supervision of any federal, state, or local authority for a criminal offense. Expenses incurred for background investigations shall be the responsibility of the Missouri Department of Corrections.
  - c. The Contractor shall cooperate with the MCC regarding mandatory Department Orientation and Training of all assigned offender work crew supervisors prior to actually assuming job assignments, tasks, and duties outlined herein.
- 2.4 The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse, and consensual sex.
- a. Any Contractor, or its employee, who witnesses any form of sexual misconduct must immediately report it to the MCC Warden or Work Release Coordinator. If a Contractor or Contractor's employee fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the agreement or, at the Department's sole discretion, require the Contractor to remove the employee from supervising offenders under the agreement.
  - b. Any Contractor, or its employee, who engages in sexual abuse shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 2.5 Regarding all property assigned and/or belonging to the Contractor, the Missouri Department of Corrections shall not be liable in the event of loss or shrinkage of, or damage to, any materials, equipment, supplies, or items of value.
- 2.6 All records related to this Agreement deemed necessary and appropriate by the Missouri Department of Corrections within customary legal limits shall be provided by the Contractor to

MCC as mutually agreeable. Such records shall also be made available for audit by the Missouri Department of Corrections' Internal Auditor and/or the Missouri State Auditor.

- 2.7 The MCC Work Release Coordinator or designee of the MCC Warden shall coordinate and monitor the progress and activities of the program and coordinate all oversight activities, as well as attend meetings relating to the program as deemed necessary by either party.
- 2.8 As may be applicable, the placement of offenders, their assignment, transfer, movement, and/or dismissal from any segment of the program shall be at the sole discretion of the MCC Warden and/or designee. Accordingly, targeted offenders (offender work crew participants) shall be received, accepted, and assigned under the following conditions:
- a. Classification and assignment of offenders shall be under the control of the MCC
  - b. On an annual basis and as mutually agreeable, employees who supervise offender workers shall be provided training and orientation deemed appropriate by the Department, based on the service to be provided pursuant to this Agreement.
  - c. The Contractor, working in concert with the MCC, agrees to provide continuous surveillance and monitoring of all offender work crew activity while on work assignment. Immediate notification of any unusual events or behavior observed by designated supervising employees and/or its designees, which may indicate a threat to public safety or continued operation of the work detail shall be directed to the MCC Warden, MCC Chief of Custody, MCC Work Release Coordinator, and/or their designees. The parties herein agree that guidelines set forth in section 221.111 RSMo shall be communicated to their agency staff, and that any suspicion or feedback of a possible infraction shall be documented and copied immediately to the MCC Warden and/or designee.
  - d. A staffing ratio of at least one (1) supervising staff person to ten (10) offenders, or less, shall be maintained at all times while on work detail.
  - e. If required and/or deemed necessary by the facility Warden, MCC shall provide individual radios to the escorting correctional staff in an effort to assist in maintaining adequate surveillance and improve communications throughout the work shift. All communication equipment must be maintained in operable condition throughout the work shift.
  - f. The parties agree that work locations for offenders shall be limited to the buildings and/or grounds comprising a work site and restricted to those areas associated with the subject program and services. Any and all offender absences from authorized and assigned work locations must be reported to the MCC Control Center immediately.
  - g. While on work detail assignment, all offenders, their work location, the vehicles utilized for transportation of offender work crews, and all areas accessible by offenders shall be subject to search by an appropriate correctional authority.

- h. Offenders assigned to work crews shall not be involved with the burning of any materials whatsoever. In addition, offenders are not to be involved with use or handling of any explosive.
- i. Offenders assigned to work crews shall not operate trucks, automobiles, or any other motor vehicle requiring a Missouri Driver's License. Offenders shall not be allowed to ride in the bed of any truck during transportation.
- j. The parties agree to conduct themselves in accordance with Missouri Department of Corrections Policy D2-11.10 (See Attachment 1- Staff Conduct) regarding all work activities, professional conduct, and supervisory relationship involving work crew offenders.
- k. Offender contact with members of the general public must be kept to a minimum. The designated supervisor must strictly monitor any direct or indirect contact with the public at all times.
- l. Work crew numbers ("detail size") shall be as outlined herein and assigned dependent on volume of work, productivity, and security requirements. The Contractor shall provide 48 hours prior notification regarding any required change in the detail size. MCC agrees to make every effort to accommodate the needs of the Contractor; however, the MCC Warden and/or designee shall maintain the right to adjust work crew size for safety and security reasons. This decision shall be final and without recourse.
- m. All offenders must be in possession of a current Missouri Department of Corrections offender identification card.
- n. The MCC Warden and/or designee shall provide work crew participants appropriate state issued clothing to include t-shirts, boxer underwear, gray shirts, gray trousers, socks, boots. For offenders performing duties outdoors during winter months, the MCC Warden and/or designee should provide work crew participants with winter gear including gloves, a coat and a stocking cap. Any additional gear deemed necessary by work crew supervisors shall be provided by the contractor and must be approved in advance by the Department of Corrections.
- o. Incidents involving offender workers requiring medical attention shall be reported to the MCC Warden and/or designee immediately. Routine and non-emergency medical needs shall be managed by correctional staff and referred to the on-site MCC Medical Administrator and/or designee. Emergency medical needs shall be managed utilizing either on-site MCC Medical Services or community resources, whichever is determined to be prudent under the circumstances. In either instance, the Contractor staff shall accompany/assist, maintain, watch over, and/or supervise offender workers until relieved by MCC correctional staff. In all instances, the MCC Warden and/or designee and the MCC Medical Administrator must be notified immediately when the health and welfare of any offender worker is questionable. Accident reports shall be submitted by the Contractor to the MCC Safety Manager within 24 hours of any incident.
- p. The MCC Warden and/or designee shall direct that on-site meals are prepared within MCC and provided at the work site, including a beverage, for the offender workers. No

unauthorized food or drink, including intoxicants and/or substances of abuse shall be provided to offender work crew members. All serving utensils provided by either party shall be monitored, inventoried, retrieved and secured following individual meals.

- q. The MCC Warden agrees to replace workers upon receipt of notice from the Contractor supervisors. Replacement workers will be dependent upon availability of eligible candidates. Offenders absent for limited periods will not be replaced.
- r. The Contractor shall provide all equipment and supplies required by its staff and offender work crewmembers under supervision for the provision of all services outlined herein. Equipment and supplies shall include, but may not necessarily be limited to, all materials, cleaning supplies, tools and machine parts, repair of equipment and/or replacement, insect repellent, sunscreen, and/or replenishment of supplies necessary to perform the assigned task.
- s. The Contractor shall provide safe working conditions. The Contractor shall provide training, instruction and supervision for all offender workers in the safe and appropriate use and handling of all materials, supplies, tools, equipment, machinery, and facilities used to perform all worker assignments. Retraining and additional supervision shall be provided as necessary to insure the safety of workers and the public. The Contractor shall provide documentation of all training to the MCC Warden and/or designee within five (5) working days following completion of any training program (class) or retraining.

### **Specific Terms and Conditions**

- 3. The parties herein agree that services shall be provided on an as needed, if needed basis, with the exception of designated state holidays, and other times as may be deemed in the best interest of either party.
  - 3.1 MCC will provide up to five (5) offenders for the work agreement. However, the number of offenders assigned at any given time shall be dependent on the availability of qualified offenders and shall be at the discretion of the MCC Warden.
  - 3.2 Offenders will be assigned to the following shifts:
    - Monday through Friday, 7:30 a.m. – 3:30 p.m., with a thirty (30) minute lunch break.
  - 3.3 Services provided may be interrupted when security or emergency situations occur within the institution or the State of Missouri. The MCC Warden shall have the sole discretion as to whether these situations require the interruption of offender work release.
  - 3.4 Offenders assigned to the work crew pursuant to this Agreement will primarily engage in the following duties:
    - Grounds Maintenance – Cutting brush, mowing, removing yard waste
    - Janitorial Services – Cleaning and sweeping
    - Building Maintenance – Painting
    - Machinery Repair – Vehicle Maintenance

- 3.5 Offenders will be assigned to work at the city limits of Moberly, MO
- 3.6 The Contractor agrees to transport offender work crew participants to and from the worksite on a daily basis, exclusive of state and/or federal holidays, except in those times where emergencies preclude the availability of workers. Offenders are not to be picked up prior to 7:30 a.m.
- 3.7 The Contractor shall notify MCC Control Center at least twenty-four (24) hours in advance of any shift cancellation.
- 3.8 Transportation staff shall sign a daily out count showing the number of offender workers received in the morning and the number of offender workers returned to MCC in the evening. A copy of the out count shall be retained by MCC.

### **Payment & Invoice**

4. Payment and Invoice processing shall be subject to the following:
  - 4.1 Payment of taxes, FICA, and any statutorily required employee benefits shall be the responsibility of the Contractor.
  - 4.2 Neither agency shall be responsible for additional displacement expenses of the other as a result of this cooperative effort. Displacement expenses are defined as those expenses associated with travel, meals, lodging, communications, and/or other expenses resulting from work requirements and/or attendance at one or more training events.
  - 4.3 The Contractor agrees to pay the Missouri Department of Corrections in accordance with the following schedule:

The Contractor will compensate offender workers \$7.50 per eight (8) hour shift. Offenders shall be compensated \$7.50 per shift for any shift less eight (8) hours, including the cancelled shift, if offenders have been delivered to a work site. No shift shall exceed eight (8) hours without prior approval from the Department.
  - 4.4 The Contractor shall submit time cards by the second business day of every month to the MCC.
  - 4.5 Upon receipt of the invoice sent from the Department, the Contractor shall pay the invoice within thirty (30) calendar days. In the event the Contractor is a Missouri state government agency, SAM II vendor number E931422700-0 shall be utilized for payment processing. Payments shall be sent to the Missouri Department of Corrections, Offender Finance Office, P.O. Box 1609, Jefferson City, Missouri, 65102.

### **Liability**

5. Liability:
  - 5.1 Contractor shall be responsible for any injury or damage occurring as a result of any and all negligent acts or omissions by its employees, agents and representatives during the performance of their duties under this MOU. The Parties agree that Contractor shall indemnify and hold

harmless the State, the Department, and its officers, agents, and employees from and against any and all loss, costs (including attorney fees), and damage of any kind related to Contractor’s performance or the performance of Contractor’s employees, agents or representatives under this MOU.

5.2 Nothing in this MOU shall be construed to be a waiver of sovereign immunity by the State of Missouri or the Department. The Parties agree the State of Missouri and the Department specifically preserve any protections afforded the State of Missouri or the Department by Chapter 537 of the Missouri Revised Statutes, or any other provisions of state law.

5.3 The contractor shall not be responsible for any injury or damage occurring solely as a result of any negligent act or omission by the State of Missouri, its agencies, employees or assignees.

**Renewals, Amendments and Termination**

6. This Agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, renewal, extension or other alteration of this Agreement shall be effective unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this Agreement shall be deemed waived or excused unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or breach of, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. The Missouri Department of Corrections shall have the right, at its sole option, to renew this Agreement. Unless otherwise amended in writing and approved by both parties, it is agreed to by the parties that this Agreement shall terminate on the part of all parties in any of the following events:

- a. At 11:59 p.m. on August 31, 2024
- b. By failure of the Contractor and/or its staff to abide by all Missouri Department of Corrections rules and regulations, to be determined solely at the discretion of the Missouri Department of Corrections.
- c. At the close of thirty (30) days following written notice of intent to cancel by either party, without cause.

***Signed and agreed hereto:***

\_\_\_\_\_  
Tom Sanders  
Director of Public Works, Moberly

\_\_\_\_\_  
Date

\_\_\_\_\_  
Myles Strid, Warden  
Moberly Correctional Center  
Missouri Department of Corrections

\_\_\_\_\_  
Date

\_\_\_\_\_  
Travis Terry, Director  
Division of Adult Institutions  
Missouri Department of Corrections

\_\_\_\_\_  
Date

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**MISSOURI DEPARTMENT OF CORRECTIONS  
DEPARTMENT  
PROCEDURE MANUAL**

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D2-11.10 Staff Member Conduct

Effective Date:

July 24, 2016

Signature on File

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 Anne L. Precythe, Department Director
 

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**I. PURPOSE:** This procedure has been developed to provide staff members with a guideline of professionalism and appropriate conduct.

A. **AUTHORITY:** Sections 217.040 and 217.175 RSMo

B. **APPLICABILITY:** All staff members of the department.

**II. DEFINITIONS:**

A. **Avoidable Contact:** Any contact with an offender, or ex-offender, or the significant other or family member of an offender that is not authorized as a responsibility of the staff member's position. Avoidable contact includes, but is not limited to:

1. unauthorized oral or written communication,
2. business or social interaction, and
3. other overly familiar act with an offender that includes, but is not limited to,
  - a. giving unauthorized gifts of any nature,
  - b. name calling,
  - c. teasing,
  - d. horseplay,
  - e. joking,
  - f. carrying messages, or
  - g. sharing personal information.

B. **Chief Administrative Officer (CAO):** The highest ranking individual at the worksite and in accordance with the CAO reference document available in the department's computer system. Exception: Staff members at the worksite who do not report to the worksite CAO will be accountable to the deputy or assistant division directors or central office section heads who are in their chain of command.

C. **Discrimination:** Unfair treatment of a staff member based on a protected characteristic such as race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with sex-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.

D. **Ex-Offender:** An offender who has been released from all supervision of any division of the department.

- E. **Family:** For the purpose of this procedure, family shall include:
- a. spouse,
  - b. parents or step-parents and their spouses,
  - c. siblings and their spouses,
  - d. children or step-children and their spouses,
  - e. grandparents or step-grandparents and their spouses,
  - f. grandchildren or step-grandchildren,
  - g. aunt,
  - h. uncle,
  - i. niece,
  - j. nephew, and
  - k. cousin.
- F. **Harassment:** Unwelcome verbal, nonverbal, or physical conduct that offends, denigrates, or shows hostility toward an individual or group based on race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with gender-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.
- G. **Immediate Family:** For the purpose of this procedure, immediate family shall include:
1. spouse,
  2. parents or step-parents and their spouses,
  3. siblings or step-siblings and their spouses, and
  4. children or step-children and their spouses.
- H. **Offender:** Any individual under the custody or supervision of any division of the department, including any person confined in a community supervision center.
- I. **Significant Other:** A person who is in a romantic relationship with the offender such as a boyfriend, girlfriend or fiancé.
- J. **Staff Member:** Any person who is:
1. Employed by the department on a classified or unclassified basis (permanent, temporary, part-time, hourly, per diem) and are paid by the State of Missouri's payroll system;
  2. contracted to perform services on a recurring basis within a department facility (i.e., medical services, mental health services, education services, substance abuse services, etc.) pursuant to a contractual agreement and has been issued a permanent department identification card;

3. a volunteer in corrections;
4. a student intern;
5. issued a permanent department identification card or special access in accordance with the department procedure regarding staff member identification.

K. **Working Days:** Monday through Friday except holidays.

### III. PROCEDURES:

#### A. PROFESSIONAL PRINCIPLES OF CONDUCT

1. In order to pursue organizational excellence staff members are expected to adhere to the following professional principles of conduct:
  - a. strive toward excellence in the day to day work activities;
  - b. treat all persons respectfully, fairly, honestly and with dignity;
  - c. perform duties responsibly;
  - d. empower and assist other staff members to perform their jobs in a responsible manner;
  - e. accept and respect the differences in people;
  - f. work as a team member;
  - g. make ethical decisions and act in an ethical manner;
  - h. hold themselves and all other staff members accountable for their actions;
  - i. abide by the laws;
  - j. be truthful in reports, interviews, during investigations or inquiries and in other dealings with the public and staff members;
  - k. be familiar with and adhere to:
    - (1) the respective job components and job expectations established through the performance appraisal system;
    - (2) the policies and procedures relating to job functions;
    - (3) the employee handbook;
    - (4) the department procedure regarding employee standards;
  - l. to represent to the public the highest moral, ethical, and professional standards and must accept as a condition of employment a code of personal conduct beyond that of a staff member in the private sector or some other public sector positions;
  - m. to create by attitude, dress, language and general demeanor a working environment free from actual or implied discrimination or harassment; and

- n. report inappropriate or retaliatory actions, misconduct, offender or resident abuse, and sexual contact by staff members and offenders or residents to appropriate personnel.
  2. All staff have the expectation to protect our citizens, provide property supervision and management of offenders, and to use state resources efficiently and effectively.
  3. Supervisors have a higher responsibility as a leader in our department to acknowledge each employee as an individual and to treat them with courtesy, understanding, and respect.
- B. UNAUTHORIZED CONTACT WITH OFFENDERS AND EX-OFFENDERS**
1. Any of the requirements of this procedure concerning an ex-offender will be effective for one year from the date the offender leaves supervision.
  2. Staff members must maintain professional relationships with offenders.
  3. Staff members must not knowingly have avoidable contact with:
    - a. an offender,
    - b. an offender's family,
    - c. an offender's legal guardian and spouse,
    - d. an offender's significant other, or
    - e. an ex-offender (this does not include staff members who are ex-offenders).
  4. A staff member must provide written notification to the CAO the next day he<sup>1</sup> reports to duty with copies to all supervisors in the chain of command when he:
    - a. discovers that a family member is an offender,
    - b. discovers that a person with whom he has a pre-existing personal relationship becomes an offender,
    - c. discovers that a person with whom he has a personal relationship is an offender or ex-offender, or the immediate family, significant other, legal guardian, or spouse of an offender or ex-offender,
    - d. knowingly has unauthorized contact with an offender, ex-offender, or the immediate family, or significant other, legal guardian, or spouse of an offender, whether at work or outside the worksite; for example, when an offender calls a staff member at home, and
    - e. holds a second job or performs volunteer work which brings him into contact with offenders or ex-offenders, the offender's immediate family, legal guardian, or spouse in accordance with the department procedure regarding secondary employment or volunteer work.
    - f. The CAO will ensure that a copy of this written notification is placed in the employee's working file and official file.
  5. Staff members must avoid disclosing any personal information about themselves or other staff to offenders or ex-offenders.

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<sup>1</sup> All references in this procedure to the male gender are used for convenience only and shall be construed to include both female and male genders.

6. Staff members must not give his or a fellow staff member's home or personal cellular telephone number or address to an:
  - a. offender, ex-offender or their
    - (1) immediate family,
    - (2) significant other,
    - (3) legal guardian, or
    - (4) spouse.
7. Staff members must not, except as authorized in the normal course of duty, receive from or give anything to:
  - a. an offender, ex-offender or their
    - (1) immediate family,
    - (2) significant other,
    - (3) legal guardian, or
    - (4) spouse.
8. Staff members shall not remove from, or bring into, any area under jurisdiction of the department any property, message, or any other item for an offender without proper authorization of the division director or designee.
9. The division director or designee may, upon request of a staff member, allow contact between the staff member and an offender, ex-offender or his family, significant other, legal guardian or spouse of an offender, if such contact does not conflict with, compromise, or threaten the operations and mission of the department or the confidentiality of information maintained by the department.
  - a. The division director or designee will provide the staff member with written directions concerning such contact. This will include any reasonable limits or restrictions on any contact approved and with the requirement that if the staff member becomes aware the offender is violating his probation, parole, or conditional release conditions, he will immediately report it to the CAO. If the CAO is not available immediately, the report must be made no later than 24 hours of awareness.
    - (1) Any staff member who fails to follow the limitations or restrictions may be subject to disciplinary action.

**C. REPORTING CRIMINAL MISCONDUCT**

1. Staff members who are arrested or charged with a criminal offense must immediately notify the CAO or highest ranking staff member available. In this context, immediately means as soon as possible, but no later than the beginning of the next shift worked by the staff member.
2. Staff members are required to report arrests and charges for any felony or misdemeanor, including city or county ordinances, except for minor traffic violations. The written report must be submitted before the end of the next shift worked.

- a. Alcohol or drug related charges and driving while suspended or revoked are not minor traffic violations and must be reported.
  - b. Staff members must report a citation or arrest for a traffic violation that occurs while operating a state vehicle.
  - c. Custody staff members must report the suspension, revocation, or expiration of his motor vehicle operators or chauffeurs license.
  - d. Non-custody staff members whose job requires operating a vehicle, must report the suspension, revocation or expiration of the motor vehicle license that is required.
3. Staff members who are on leave at the time of an incident (or soon thereafter) must provide the written notification as soon as possible, but no later than 3 working days after the event.
- a. The CAO will determine whether the staff member will be required to report to the worksite.
  - b. A staff member who is on leave, other than administrative leave, will be compensated for the time spent at the worksite required to prepare the written account.
4. Upon request, staff members must provide written authorization to the CAO to obtain copies of law enforcement reports and other documents concerning the incident. Failure to do so will be considered the same as failure to cooperate with an investigation.
5. Staff members must notify the CAO in writing about court appearances related to the charge in advance of the court appearance, whenever possible. If advance notification is not possible, staff members must report it as soon as possible, but no later than 3 working days after the court appearance.
- a. The staff member must notify the CAO in writing of the outcome of each court appearance, (i.e. dismissal of charge, change of charge, inclusion of additional charges, findings and disposition, continuance and date of next appearance).
  - b. The staff member must provide the CAO with a written account of the final disposition of the charge; including any plea that results in a suspended imposition or execution of sentence. The staff member must submit this account before the close of the next working day.
  - c. Upon receipt of a report that a staff member has been arrested or charged, the CAO will promptly notify the division director or designee. The CAO will provide updates as needed to the division director or designee as he receives updates.

**D. REPORTING MISCONDUCT**

1. Staff members having knowledge of any instances of offender or resident abuse or sexual contact with an offender or resident shall immediately report such to the inspector general in accordance with the department procedures regarding offender physical abuse and offender sexual abuse and harassment.
2. Staff members must immediately report any misconduct through the appropriate chain of command. If there is reason to believe that any staff member in the chain of command may be involved in the alleged misconduct, the staff member should report the matter to the next highest level of management in the department.
3. Staff members shall report actual or attempted theft of department property or the property of others.
4. Staff members shall report any unauthorized possession of state property, loss or damage to state property or the property of others, or endangering state property or the property of others through carelessness.

5. Staff members shall report any neglect of job responsibility by staff members which may jeopardize the safety and security of the work place.

**E. REPORTING MISMANAGEMENT**

1. A copy of Section 105.055 RSMo will be posted in locations where it can reasonably be expected to come to the attention of all staff members of the department.

**F. ADMINISTRATIVE ACTION ON PENDING FELONY VIOLATIONS**

1. Upon arrest for a felony charge, the staff member may be placed on administrative leave in accordance with the department procedure regarding administrative leave.
2. If formal felony charges are filed, the staff member may be placed on suspension pending disposition of the charges in accordance with the department procedure regarding suspension.

**IV. REFERENCES:**

- |             |  |
|-------------|--|
| A.          | Section 105.055 RSMo                   |
| B. 931-3469 | Administrative Proceedings Warning     |
| C. D1-8.6   | Offender Physical Abuse                |
| D. D1-8.13  | Offender Sexual Abuse and Harassment   |
| E. D2-9.2   | Suspension                             |
| F. D2-11    | Employee Standards                     |
| G. D2-11.1  | Secondary Employment or Volunteer Work |

**V. HISTORY:**

- |                             |          |
|-----------------------------|----------|
| A. Original Effective Date: | 05/08/89 |
| B. Revised Effective Date:  | 04/23/90 |
| C. Revised Effective Date:  | 09/15/93 |
| D. Revised Effective Date:  | 04/20/99 |
| E. Revised Effective Date:  | 05/15/00 |
| F. Revised Effective Date:  | 04/06/08 |
| G. Revised Effective Date:  | 05/23/09 |
| H. Revised Effective Date:  | 12/17/09 |
| I. Revised Effective Date:  | 10/05/13 |
| J. Revised Effective Date:  | 07/24/16 |



# City of Moberly City Council Agenda Summary

#10.

**Agenda Number:** \_\_\_\_\_  
**Department:** Community Development  
**Date:** June 19, 2023

**Agenda Item:** A Resolution Authorizing The City Manager To Enter Into Task Order Number 20 With Bartlett & West, Inc., Supplementing A Master Agreement Dated March 3, 2020, To Provide Engineering Services For The Wabash Heights ARPA Grant Project.

**Summary:** The attached Task Order from the team of Bartlett & West and Barr Engineering for \$139,924.00 is the first phase of engineering services for the \$5M ARPA Stormwater Grant for the Wabash Heights areas. The purpose of this Task Order is to determine what options are available to the city which will solve stormwater flooding issues within the study area as well as potentially improving downstream conditions. Sanitary sewer analysis is included at this stage as it is unknown if the residences and buildings in the study area are currently connected to city sewer or have the potential to be.

Future Services (not included at this time)

- 6.1. Boundary, topographic and comprehensive utility survey
- 6.2. Legal descriptions and ROW assistance
- 6.3. Final design
- 6.4. Construction documents
- 6.5. Bidding phase services
- 6.6. Construction phase services

This project is funded \$4,999,999.00 by Federal ARPA funds administered by DNR and \$1 match from the City of Moberly.

Staff recommends approval.

**Recommended**

**Action:** Approve this resolution

**Fund Name:** Transportation Trust

**Account Number:** 600.000.5406

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

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ <b>Brubaker</b>	___	___
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M__ S__ <b>Lucas</b>	___	___
<input type="checkbox"/> 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>Jeffrey</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 checked="" type="checkbox"/> Other <u>Task Order #20</u>		Passed	Failed

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO TASK ORDER NUMBER 20 WITH BARTLETT & WEST, INC., SUPPLEMENTING A MASTER AGREEMENT DATED MARCH 3, 2020, TO PROVIDE ENGINEERING SERVICES FOR THE WABASH HEIGHTS ARPA GRANT PROJECT.**

**WHEREAS**, city staff is in need of engineering assistance to provide conceptual alternatives related to stormwater control in the Wabash Heights area of Moberly; and

**WHEREAS**, Bartlett & West, Inc., is generally qualified to provide the necessary engineering expertise needed for this phase of the stormwater grant; and

**WHEREAS**, Bartlett & West, Inc. has proposed Task Order 20, attached, which outlines a scope of services necessary to review existing stormwater and sanitary conditions and offer options to solve stormwater flooding issues at a cost of \$139,924.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, THAT** Task Order Number 20 is hereby approved in all respects and the City Manager is hereby directed to execute the agreement on behalf of the City and to take such other and further action as may be necessary to complete the intent of this Resolution.

**RESOLVED** this 19st day of June, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

**TASK ORDER NO. Enter Number 20**

This Task Order No. 20 is issued relative to and in accordance with the Master Agreement (hereafter referred to as the “Agreement”) for Professional Services between City of Moberly (“Client”) and Bartlett & West, Inc. (“Consultant”) as dated March, 3, 2020 and as further modified herein.

The Provisions of this Task are as follows:

- A. **Definitions and Rules of Interpretation.** For purposes of this Task Order, definitions and rules of interpretation as outlined within the Agreement, or within preceding Task Orders, shall apply unless exception or redefinition to any previously provided terms are expressly noted by this Task Order.
- B. **Scope of Work.** Consultant shall perform services under the Task Order for the purpose of providing conceptual alternatives related to stormwater control in the Wabash Neighborhood and as more fully described in Attachment A: Scope of Services.
- C. **Time of Performance for Services.** The services will be completed within 6 months of receiving an executed TO.
- D. **Compensation for Services.** The services contained in this Task Order shall be performed for the lump sum fee of \$139,924.00.
  - 1. Subcontracted services will be billed at actual costs.
- E. **Client’s Responsibilities.** Client’s responsibilities in the completion of this Task Order are as follows:
  - 1. Provide necessary information regarding existing facilities and extension plans within or near the project area.
  - 2. Provide timely reviews.
- F. **Special Items.** Special items relative to this Task Order are as follows:
  - 1. Consultant and Client agree that the Agreement and this Task Order may be changed by mutual written consent of both Consultant and Client.
- G. **Authorization Acknowledgement and Acceptance:** All services herein offered are subject to the terms of the Agreement, unless otherwise specifically provided for herein. Signature hereto by both Parties constitutes an offer by Consultant to perform such services listed herein and an authorization by Client for Consultant to proceed with the services.

**CLIENT:**

CITY OF MOBERLY

**CONSULTANT:**

BARTLETT & WEST, INC.

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

Print Name: \_\_\_\_\_

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

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

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

Print Name: \_\_\_\_\_

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**FOR**  
**ARPA Stormwater Improvements**  
**Wabash Phase 1**

**GENERAL BACKGROUND**

The project area is generally described as the Wabash Neighborhood and surrounding areas. This area drains into two separate drainage basins –Elk Fork Salt River and Sugar Creek. This primary study area is bounded by Robertson Road on the west, the railroad tracks on the east, Sparks Avenue on the south and North Avenue to the north. This area is shown in figure 1 below.



Figure 1: Project Area

Phase 1 work includes a review of existing stormwater and sanitary sewer conditions for the study area. The goal of the phase 1 work is to determine what options are available to the city which will solve stormwater flooding issues within the study area as well as potentially improving downstream conditions. Sanitary sewer analysis is included at this stage as it is unknown if the residences and buildings in the study area are currently connected to city sewer infrastructure. If

they are not, those connections would be needed to control discharges which would otherwise enter the new stormwater management system.

Phase 1 will conclude with a recommendation for addressing stormwater within the study area. Future phases of work are anticipated to be supplementals to this contract and will include additional survey, design and construction administration assistance as needed based on the recommended alternative.

**Scope of work**

**1. Data Collection and Survey (for roadway crossing & sanitary sewer)**

- 1.1. Request, obtain, review information from the City.
- 1.2. The Consultant shall perform the field survey of existing stormwater infrastructure within the project area as needed for conceptual stormwater analysis. This information will include stormwater structures, overflow path and limited channel geometry information only.
  - 1.2.1.No boundary survey is included in this scope of services. Parcel data will be utilized as provided by the city to generate project base mapping.
  - 1.2.2.No utility survey is included in this scope of services.
  - 1.2.3.Set project horizontal and vertical control/benchmarks. Project control will be set using GPS technology.
  - 1.2.4.Field locate existing topographic features including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.
  - 1.2.5.Develop project base mapping from field surveys. Internal QA/QC and additional field survey as necessary.
  - 1.2.6.No legal descriptions are included in this scope of services.
- 1.3. Perform a field check of the base maps to check accuracy and appropriate level of detail for design purposes.
- 1.4. Create project basemap using city 2' contour data and GIS information for conceptual analysis.
- 1.5. Subconsultant to create additional basemapping for use in watershed analysis.
- 1.6. Perform a field review of project area with the city to review existing conditions.

**2. Watershed Stormwater Analysis (to be coordinated with subconsultant)**

- 2.1. Subconsultant to create existing conditions model
- 2.2. Review preliminary results with City

**3. Watershed Sanitary Sewer Analysis**

- 3.1. Initial alternative development including three (3) overall collection alternatives including, gravity mains, gravity mains with lift station, and residential grinder pumps.
- 3.2. Assess collection alternatives including investigation of site.
- 3.3. Prepare concept construction cost opinions for each evaluated collection alternative.
- 3.4. Develop decision matrix to determine recommended alternative.
- 3.5. Provide a summary for the recommended collection alternative.
- 3.6. Develop per property price to connect project area to existing sewer system.
- 3.7. Prepare Summary Memo
  - 3.7.1.Compose and draft memo

- 3.7.2. Develop appendices and memo exhibits
- 3.7.3. QAQC review and revisions
- 3.7.4. Submission of final pdf memo to client

**4. Option Development and Analysis (to be coordinated with subconsultant)**

- 4.1. Subconsultant to provide conceptual improvement options.
- 4.2. Review preliminary results with City
- 4.3. Review cost estimates for each option
- 4.4. Compile final deliverables and provide to City.

**5. Project Management**

- 5.1. General communication with City. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis.
- 5.2. General communication with the project team throughout the project. This includes internal emails, meetings and updates.
- 5.3. Perform duties necessary for administration of the project contract and sub consultant contracts. Prepare and administer project expenses and invoicing to City.
- 5.4. Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.

**6. Future Services (not included at this time)**

- 6.1. Boundary, topographic and comprehensive utility survey
- 6.2. Legal descriptions and ROW assistance
- 6.3. Final design
- 6.4. Construction documents
- 6.5. Bidding phase services
- 6.6. Construction phase services

\*Details of subconsultant provided services are included in the following pages as their detailed scope of work.

PROJECT FEE ESTIMATING SHEET

ARPA Stormwater - Wabash Phase 1  
Moberly, MO

Tasks	Staff Hours										Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee	
	Eng. IX \$220.00	Eng. VI \$178.00	Eng. III \$141.00	Eng. I \$120.00	Suv. VIII \$178.00	Suv. VII \$115.00	Suv. Tech III \$82.00	Suv. Tech II \$75.00	Admin. IV \$78.00	Item		Cost				
<b>1. Data Collection and Survey (for roadway crossing &amp; sanitary sewer)</b>	<b>\$25,128.00</b>															
1.1			2								\$282.00				\$282.00	
1.2																
1.2.1											\$0.00				\$0.00	
1.2.2											\$0.00				\$0.00	
1.2.3				4				2			\$876.00				\$876.00	
1.2.4					2	32	24				\$6,004.00	Mileage, Meals and Equipment	\$560.00		\$6,564.00	
1.2.5				2			4				\$684.00				\$684.00	
1.2.6											\$0.00				\$0.00	
1.3			6	6							\$1,566.00	Mileage	\$100.00		\$1,666.00	
1.4			2	12							\$1,722.00				\$1,722.00	
1.5											\$0.00	Subconsultant	\$10,600.00		\$10,600.00	
1.6		6	6	6							\$2,634.00	Mileage	\$100.00		\$2,734.00	
<b>2. Watershed Stormwater Analysis (to be coordinated with subconsultant)</b>	<b>\$30,792.00</b>															
2.1	4										\$0.00	Subconsultant	\$29,200.00		\$29,200.00	
2.2			4								\$1,592.00				\$1,592.00	
<b>3. Watershed Sanitary Sewer Analysis</b>	<b>\$20,360.00</b>															
3.1		4					36				\$5,032.00				\$5,032.00	
3.2							6				\$720.00				\$720.00	
3.3		3					28				\$3,894.00				\$3,894.00	
3.4		1					8				\$1,138.00				\$1,138.00	
3.5		1					8				\$1,138.00				\$1,138.00	
3.6		1					4				\$658.00				\$658.00	
3.7																
3.7.1		2					32				\$4,196.00				\$4,196.00	
3.7.2							16				\$1,920.00				\$1,920.00	
3.7.3		8					2				\$1,664.00				\$1,664.00	
3.7.4											\$0.00				\$0.00	
<b>4. Option Development and Analysis (to be coordinated with subconsultant)</b>	<b>\$35,172.00</b>															
4.1											\$0.00	Subconsultant	\$31,800.00		\$31,800.00	
4.2	4		4								\$1,592.00				\$1,592.00	
4.3			8								\$1,424.00				\$1,424.00	
4.5			2								\$356.00				\$356.00	

Tasks	Staff Hours										Labor Costs	Other Direct Costs		Total Fee	Subtotal Fee	
	Eng. IX	Eng. VI	Eng. III	Eng. I	Suv. VIII	Suv. Tech VI	Suv. Tech III	Suv. Tech II	Admin. IV	Item		Cost				
	\$220.00	\$178.00	\$141.00	\$120.00	\$178.00	\$115.00	\$82.00	\$75.00	\$78.00							
<b>5. Project Management</b>																<b>\$28,472.00</b>
5.1 General communication with City. This includes email updates, phone conversations, and general correspondence on approximately a bi-weekly basis.		24												Subconsultant	\$2,000.00	\$6,272.00
5.2 General communication with the project team throughout the project. This includes internal emails, meetings and updates.		24	24	24										Subconsultant	\$2,000.00	\$12,536.00
5.3 Perform duties necessary for administration of the project contract and sub consultant contracts. Prepare and administer project expenses and invoicing to City.		24							24							\$6,144.00
5.4 Perform periodic reviews of project for quality assurance purposes. Perform a quality control review of the project deliverables at each submittal stage.	16															\$3,520.00
<b>6. Future Services (not included at this time)</b>																<b>\$0.00</b>
6.1 Boundary, topographic and comprehensive utility survey																\$0.00
6.2 Legal descriptions and ROW assistance																\$0.00
6.3 Final design																\$0.00
6.4 Construction documents																\$0.00
6.5 Bidding phase services																\$0.00
6.6 Construction phase services																\$0.00
TOTALS	24	116	40	188	8	32	30	0	24						\$76,360.00	\$139,924.00
														<b>Total</b>		<b>\$139,924.00</b>

# Wabash Heights Stormwater Analysis and Mitigation

## Background and Understanding

The City of Moberly is seeking stormwater improvements to control flooding in the Wabash Heights area. This area of the City is vulnerable to flooding in low-lying flat areas where stormwater conveyance consists primarily of roadway ditches, overland swales and channels. Because many of the buildings in this area are unsewered, stormwater may also contain sanitary sewage discharge, presenting a public health risk. The proposed improvements will require the evaluation of both sanitary and stormwater flows. Stormwater improvements may include curbs, gutters, storm inlets, collection piping, retention, conveyance piping, culverts, connection to suitable outfall locations, and improvements to roadway and utilities. Sanitary flows will be evaluated by others and are not included in Barr's scope of services. Barr's approach to analyzing stormwater control options to reduce flooding in this area is detailed below.

In addition, Barr is working with the City to develop local watershed plans and a stormwater master plan that include this area of the City. Barr will use the modeling and analysis described below to help the City advance those planning efforts, and we will include the results in the City's stormwater master plan.

## Scope of Services

Barr's scope of services is outlined in the following tasks:

### Task 1 - Watershed data collection

Watershed data will be collected from publicly available sources to increase the understanding of existing stormwater issues and begin development of a hydrologic and hydraulic (H&H) model of the watershed. The following data will be collected as part of this task:

1. LiDAR data obtained from the Missouri Spatial Data Information Service (MSDIS) dated January 2012,
2. 2019 National Land Cover Dataset (NLCD) to define the percent impervious area,
3. Soils data from the Natural Resources Conservation Service (NRCS) Soil Survey Geographic Database (SSURGO),
4. Stormwater infrastructure type, dimensions, and invert elevations from the City of Moberly stormwater infrastructure database, and
5. Parcel data for Randolph County.

Barr will identify locations where information is missing from data sets listed above and locations where field verification of information is required for the stormwater model development. Collection of survey information will be performed by others. The survey data request prepared by Barr will

include collecting information for overland flow drainage paths, including ditch cross sections and road overflow elevations. If any data is missing for stormwater culverts or the few structures present within or near the study area, material type, dimensions, invert elevation data, and photos will also be requested. Data that is unable to be collected (due to submergence, restricted access, unsafe area, etc.) will be assumed using engineering judgement based on available topographic data or surrounding pipe information.

Included in Task 1 is a project kick off meeting with the City to discuss project timeline, communication preferences, responsibilities, and expectations.

### Task 1 Deliverables

Deliverable for Task 1 includes:

- Summary of survey information in the form of a geodatabase.

### Task 1 Assumptions

Assumptions for Task 1 include:

- Information within the City's existing storm sewer database will be used in the model and will only be field verified if infrastructure data is missing or does not appear to be correct.
- No survey field work will be completed by Barr. A field visit, by Barr, during existing conditions model development will be completed to verify drainage patterns, review water marks within the study area, and confirm overland flow assumptions.
- Barr will not coordinate with private property owners to obtain authorization to access private property; Barr assumes the City will manage this task.
- Survey request and field visit will be limited to the approximate 234-acre drainage area shown in green and purple in Figure 1.
- Survey information will be provided in electronic format. Survey submittal will include photographs of stormwater infrastructure.

## Task 2 - Existing conditions model development

Barr will use the data collected during Task 1 to develop an existing conditions PCSWMM model of the area. The model will include upstream and downstream areas shown in Figure 1. The site is located on a major watershed divide with eastern portions of the site draining to the Elk Fork Salt River and western portions of the site draining to Sugar Creek. The model will extend downstream to the stream crossing at Fowler Road (to Elk Fork Salt River) and to the stream crossing at Buchanan Street (to Sugar Creek).

PCSWMM is a software package developed and maintained by Computational Hydraulics International (CHI) that provides a GIS-based graphical user interface to the SWMM5 engine developed and maintained by the United States Environmental Protection Agency (EPA). H&H models developed using the CHI PCSWMM package can be viewed, edited, and re-run using free software provided by the EPA.

Generation of stormwater runoff will be simulated in PCSWMM using the Storm Water Management Method (SWMM) runoff non-linear reservoir method. This method simulates hydrologic processes to

determine the amount of rainfall that will infiltrate, evaporate, or remain on the ground surface and the amount that will become runoff. The PCSWMM model then simulates water flowing through the storm sewer pipe network as well as through surface-flow paths, such as streets, ditches, swales, and streams.

### **Elements of the existing conditions model are as follows:**

#### **Rainfall Data**

Rainfall depths will be derived from the National Oceanic and Atmospheric Administration (NOAA) Atlas 14 publication for 24-hour design storm events. The 2-, 10-, and 100-year, 24-hour design storm events using SCS Type II event distribution will be simulated in the model.

#### **Model Resolution**

Subwatersheds will be delineated and then will be field verified. Subwatersheds will be delineated to single discharge points, at inlets to culverts, at significant inlets to ditch conveyance channels, or significant topographic depressions. Subwatershed delineations will be performed using Spatial Analyst features of ArcMap or similar ArcMap tools in conjunction with the LiDAR topographic data.

Basin storage will be defined using depth/area curves at low points based on LiDAR elevation data.

All pipe segments and culverts (except catch basin connections) will be included in the PCSWMM model, recognizing that in some cases, the pipes may need to be manually entered based on survey, record drawings, or plans not reflected in GIS. Existing ditches will also be modeled based on ditch cross-section data collected during Task 1 or LiDAR elevation data.

#### **Model Elements**

Overland flow paths will be defined so that high water elevations do not exceed spillcrest elevations for the Atlas 14 100-year, 24-hour design storm event. Roadway conveyance will be defined using typical sections, trapezoidal channels, or weirs.

Development of impervious percentages, depression storage, overland roughness values, and soil infiltration parameters will be based on 2019 NLCD and NRCS SSURGO data respectively.

Subwatershed flow paths and slopes will be calculated using LiDAR topographic data.

Storm sewer pipe diameter, shape, length, invert elevations, roughness and surface channel cross-sectional information will be included in the model.

#### **Downstream Boundary Conditions**

The model will be extended downstream to the stream crossing at Fowler Road (to Elk Fork Salt River) and to the stream crossing at Buchanan Street (to Sugar Creek) such that water levels at the downstream locations will not impact flows within the Wabash Heights area.

#### **Model Validation**

Once developed, the existing conditions model will be used to simulate past flooding for up to two rainfall events where anecdotal, measured, or photographed records are available.

## Task 2 Deliverables

Deliverables for Task 2 include:

- Existing conditions flood inundation maps for the 2-, 10-, and 100-year, 24-hour design storm events, and
- Summary of model validation results.

## Task 2 Assumptions

Assumptions for Task 2 include:

- Anecdotal, high-water observations, or other information is available to validate model results for up to two rainfall events.
- One coordination meeting with City staff to review model validation results and inundation extents for existing conditions.

## Task 3 - Conceptual improvement options

Following the development and confirmation of an existing conditions PCSWMM model, up to three (3) conceptual improvement options focusing on improving stormwater conveyance, retention, and flood reduction will be incorporated into proposed conditions PCSWMM models to evaluate each option's effectiveness in reducing flood risk within the Wabasha Heights area. Three design rainfall events up to the 100-year, 24-hour Atlas 14 design event will be simulated with the model.

During this task, Barr will use the City's design criteria in the Stormwater Post-Construction Manual and work with the City to determine additional design criteria that may be required for evaluating improvements. Some design criteria may include:

1. Convey the 25-year, 24-hour precipitation event without overtopping roads,
2. Convey the 100-year, 24-hour precipitation event without overtopping roads for longer than 15 minutes, or
3. Convey the 100-year, 24-hour precipitation event without impacting residences.

Peak flow rate, peak flow velocity, and peak water elevation are among the output parameters from the PCSWMM models. These output parameters will be used to evaluate the comparative effectiveness of each conceptual improvement option in reducing flood potential.

A report summarizing the conceptual improvement options evaluated during Task 3 will be developed for the City's review. The summary report will include the following components:

- PCSWMM model results for each conceptual improvement option,
- Figures showing the proposed location of conceptual flood risk improvements,
- Inundation mapping showing existing and proposed peak water levels in low-lying ponding areas during the design storms,
- Property information to assist with identifying opportunities for flood control structures on City-owned property or identifying viable landowner partners, and
- Class 5 Opinions of Probable Construction Cost for each conceptual improvement as part of the improvement option evaluation.

This report will be reviewed with client team members, and improvements to advance to final design will be selected by the client.

Included in Task 3 is one meeting with the City to present the results of each conceptual improvement option and receive feedback from the City before developing the report.

### Task 3 Deliverables

Deliverables for Task 3 include:

- Proposed conditions flood inundation maps of the 2-, 10-, and 100-year, 24-hour design storm events for up to three conceptual improvement options,
- Class 5 Opinion of Probable Construction Costs for each conceptual improvement, and
- Report summarizing the conceptual improvement options and results from Task 1 and Task 2.

### Task 3 Assumptions

Assumptions for Task 3 include:

- Locations for stormwater BMPs will be defined based on input from City staff.
- Property acquisition and easements for stormwater infrastructure will be defined by others.
- Meeting with City staff will be virtual.
- Class 5 Opinion of Probable Construction Costs will be limited to stormwater infrastructure improvements. Costs associated with other improvements such as roadways, sanitary system, or other City infrastructure will be completed by others.

## Task 4 - Progress meetings and coordination

This task includes overall project management as well as providing updates to the City on project progress. We will update the City/consultant of our progress on a bi-weekly basis via email or during bi-weekly virtual meetings. Additional bi-weekly (up to five) progress and coordination meetings with the City and/or the consultant are anticipated throughout the duration of tasks 1 and 2. These meetings will be held to discuss project progress, survey information, modeling results, etc. to help inform the sanitary work occurring in parallel. It is assumed that each meeting will be 1-2 hours and will be held virtually.

## Optional Task 5 - Improvement option final design

Should the City decide to advance the proposed conceptual design, final design plans and specifications will be developed in Optional Task 4. Plans would be developed in AutoCAD Civil3D, and specifications would be developed to match the City's specifications where possible. As part of this task, Barr can provide bid and construction support, as requested.

## Budget and Schedule

Moberly will be invoiced on a time-and-materials basis for the scope of work described above. The total amount to conduct Tasks 1-4 of the work is **\$75,600**. This total budget amount will not be exceeded, without prior approval from the City/consultant.

**Budget Table**

<b>Task</b>	<b>Estimated Labor and Expenses Subtotal</b>
<b>Task 1</b> – Watershed data collection	\$10,600
<b>Task 2</b> – Existing conditions model development	\$29,200
<b>Task 3</b> – Conceptual improvement options	\$31,800
<b>Task 4</b> – Progress meetings and coordination	\$4,000
<b>Task 5</b> – Improvement option final design (Optional)	TBD
<b>Total (Excluding Optional Task 5)</b>	<b>\$75,600</b>

Barr will complete these review tasks in accordance with the following schedule.

**Schedule**

<b>Task</b>	<b>Estimated Completion Date</b>
Compile existing data and build basemap	Late June, 2023
Determine data gaps and property access needs for field visit and provide this to the City	Mid-July, 2023
Schedule field visit to gather data	Mid-July, 2023
Complete watershed delineation	Early August, 2023
Existing conditions model development	Late August, 2023
Schedule call with the City to review results and discuss any areas of interest/questions	Early September, 2023
Develop conceptual improvement options based on future conditions model	Early October, 2023
Schedule call with City to review conceptual improvement options and revise as needed	Mid-October, 2023
Draft report with cost estimate, text, and figures; provide to City for review	Mid-November, 2023
City provides feedback; hold conference call to review feedback on report, if needed	Early December, 2023
Revise and finalize report; provide final to the City	Early January, 2024

We appreciate the opportunity to continue to work with you. If you have any questions about this proposal, please contact Andrea Collier at [acollier@barr.com](mailto:acollier@barr.com) or 573-356-4423 (cell).

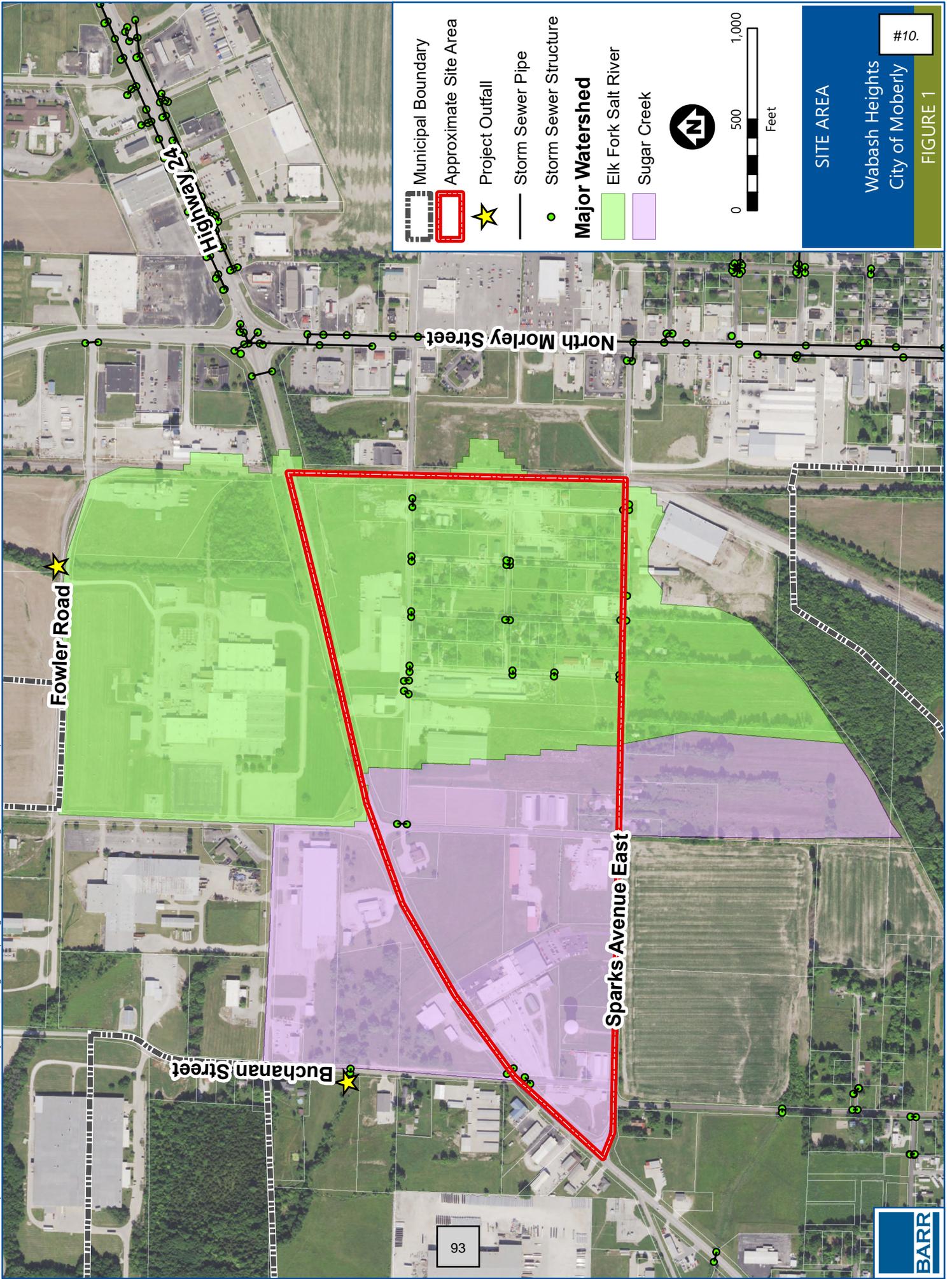
Sincerely,

Andrea D. Collier, P.E.  
Senior Environmental Engineer

By \_\_\_\_\_  
Rob K. Morrison, P.E.  
Its Vice President

Accepted this \_\_\_ day of \_\_\_\_\_, 2023

Attachments:  
Figure 1 – Wabash Heights Site Area Map



**SITE AREA**

Wabash Heights  
City of Moberly

#10.

FIGURE 1

# City of Moberly City Council Agenda Summary

Agenda Number: #11.  
 Department: City Manager  
 Date: June 19, 2023

**Agenda Item:** A Resolution Authorizing The City Manager To Execute A Governmental Consulting Services Agreement With Zamkus And Associates, LLC For Consultant And Lobbyist Work.

**Summary:** The annual renewal for our government relations specialist is set to renew for one year. This position helps with conveying the city’s message with our federal and state legislature, executive departments of the state, and various state and federal agencies. This contract is for \$15,000 annually and will continue our efforts at improving or stopping actions which are important to the city. Major items worked on this year were, the Low-Income Tax Credit Program, economic development issues, prevailing wage, DNR items, transportation, historic tax credits, and internet sales tax. While this was a relatively “quiet” legislative session, we will need to continue our efforts in the future relating to current and future legislative action.

**Recommended Action:** Approve this resolution

**Fund Name:**

**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>Brubaker</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>Lucas</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>Jeffrey</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		Passed	Failed
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other_____			

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ZAMKUS AND ASSOCIATES FOR GOVERNMENTAL CONSULTING SERVICES.**

**WHEREAS**, the city has used Zamkus and Associates, LLC., (“Zamkus”) for a number of years to represent city interests before the state legislature and state administrative departments; and

**WHEREAS**, city staff is recommending that the city renew the agreement with Zamkus for another year; and

**WHEREAS**, attached hereto is the proposed Governmental Consulting Services Agreement (the “Agreement”) between the city and Zamkus in the sum of \$15,000.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into the attached Agreement with Zamkus in the sum of \$15,000.00 and to take such other action necessary to effectuate the purposes of this resolution.

**RESOLVED** this 19th day of June, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

GOVERNMENTAL CONSULTING SERVICES AGREEMENT

**This Governmental Consulting Services Agreement** is entered into on this \_\_\_ day of \_\_\_\_\_ 2023, by and between **Zamkus and Associates, L.L.C** with their principal office located at 1320 Elmerine Avenue Jefferson City, MO 65101 (Consultant/Lobbyist) **and The City of Moberly** with a principal office located at 101 W Reed Street, Moberly, MO 65270 (Client):

**WHEREAS**, Consultant/Lobbyist is engaged in the business of providing governmental consulting services; and

**WHEREAS**, Client is a city located in Randolph County, Missouri that is interested in providing quality affordable housing and maintaining the safety and wellbeing of its nearly fourteen thousand citizens; and

**WHEREAS**, Client has significant interest in the Missouri Low Income Housing Tax Credit program as well as other job creation and redevelopment tax credits currently authorized under the provisions of Missouri State law; and

**WHEREAS**, Consultant/Lobbyist has been retained by Client to provide governmental consulting services for Client as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement and which can generally be described as the Client’s desire to monitor and lobby legislation which would have an impact on specific economic development interests of the Client; and

Now therefore, in mutual consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. **Independent Contractor.** Client agrees to use Consultant/Lobbyist as an independent contractor as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement.
2. **Term.** The term of this Agreement shall be for a period from July 17, 2023 through July 16<sup>th</sup>, 2024. With mutual consent of both parties, this Agreement may be extended to a date mutually beneficial to both parties.
3. **Effort and Cooperation.** Consultant/Lobbyist and Client shall devote its best efforts in the performance and discharge of its duties and obligations under this Agreement. Client shall be available to consult with Consultant/Lobbyist, its officers, agents, and employees at reasonable times concerning matters pertaining to the provision of services by Consultant/Lobbyist.

4. **Compensation.** In consideration of the professional services to be provided by the Consultant/Lobbyist as outlined in Appendix A of this document, for the time period of July 17, 2023 through July 16, 2024, the Client shall pay the Consultant/Lobbyist one thousand dollars (\$1,000) per month payable at the end of each month for the term of the contract with an additional fifteen hundred dollars (\$1,500) due on the first and last payment for a total contract price of fifteen thousand dollars (\$15,000).
5. **Nondisclosure.** Consultant/Lobbyist and Client acknowledge that in the performance of this Agreement, certain trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans may become known to each other. Except as provided in the Disclosure section of this Agreement, both parties agree that they shall not, directly or indirectly, acting alone or with other persons or entities, without the prior written consent of each other, disclose, furnish, or make available to any third party, or to use for itself or for the benefit of any other person or entity any trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans, except as specifically agreed to in writing. Consultant/Lobbyist and Client agree that any breach of this Nondisclosure section will cause immediate and irreparable harm and may be enforced through the seeking of an injunction in a court of competent jurisdiction, and that injunctive relief to restrain any such breach is in addition to any other remedies or claims for damages. The parties expressly agree that the provisions of this Nondisclosure section shall survive any termination or expiration of this Agreement.
6. **Disclosure.** Consultant/Lobbyist and Client understand and agree that in the course of performance of this Agreement, that the existence, but not the specific terms, of this Agreement may be disclosed and acknowledged, particularly to individuals and entities contacted by Consultant/ Lobbyist on behalf of Client. Consultant/Lobbyist shall immediately notify Client if Consultant/Lobbyist deems it necessary to register as a lobbyist for Client and shall take whatever action Consultant/Lobbyist deems necessary or appropriate to ensure compliance with such laws.
7. **Compliance.** The parties agree to comply with all applicable federal and state laws, rules and regulations and any local laws or ordinances, rules or regulations in all their actions.
8. **Miscellaneous.** The laws of the State of Missouri shall govern this Agreement. The parties consent to the jurisdiction of the Missouri federal and state courts. This Agreement, together with Appendix A constitutes the entire agreement of the parties and may not be assigned, amended or otherwise modified except in writing by each of the parties. If any provision, in whole or in part, is invalid by the operation of any law of the State of Missouri or any other applicable law as found by a court, such provision or portion of a provision shall be severable from this Agreement and shall not invalidate the remainder of the provision or the remainder of this Agreement.

9. **Notices.** All notices, certificates, and acknowledgments of any kind related to this Agreement shall be in writing and shall be sent by a recognized carrier, overnight delivery, signature required, by certified mail, return receipt requested or by electronic mail. Said notices shall only be deemed effective upon the earlier of the following: (1) acknowledgment of receipt; or (2) as of the date of the official receipt from the U.S. Postal Service, addressed as follows:

**CONSULTANT/LOBBYIST**

Jason Zamkus/Principal  
ZAMKUS & ASSOCIATES, LLC  
1320 Elmerine Avenue  
Jefferson City, MO 65101  
(573) 291-6180  
[jzamkus@gmail.com](mailto:jzamkus@gmail.com)

**CLIENT**

Brian Crane, City Manager  
City of Moberly, Missouri  
101 Reed Street  
Moberly, MO 65207  
(660) 998-0137  
[bcrane@cityofmoberly.com](mailto:bcrane@cityofmoberly.com)

10. **Effectiveness; Date:** This Agreement will become effective when upon the signature of all parties. The date this Agreement is signed by the last party (as indicated by the date associated with such party's signature) shall be deemed the date of this Agreement. The Term Start Date may differ from the date of the Agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the dates provided below.

**ZAMKUS & ASSOCIATES, L.L.C.**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**THE CITY OF MOBERLY**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**General Deliverables - Appendix A**

- Monitor and lobby LIHTC and other tax credit reform legislation;
- Identify and track legislation that could be utilized as vehicle for LIHTC or other tax credit reform legislation by amendment;
- Attend meetings and hearings of legislative committees and administrative agencies where matters which may affect tax credit legislation will be addressed or voted upon;
- Collect all relevant material from hearings;
- Compile all relevant information gathered;
- Facilitate meetings with key decision makers and staff regarding regulatory, legislative and administrative issues as necessary; and
- Provide regular written and/or oral reports.

This Appendix is incorporated by reference to the attached Governmental Consulting Services Agreement and shall be effective as of the last date indicated below and thereupon become a part of the Agreement.

**ZAMKUS & ASSOCIATES, L.L.C.**

**THE CITY OF MOBERLY**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

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

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

# City of Moberly City Council Agenda Summary

Agenda Number: #12.  
 Department: Administration  
 Date: June 19, 2023

**Agenda Item:** A Resolution Approving Grant Funding To Area Civic And Charitable Organizations And Authorizing The City Manager To Execute Annual Service Agreements With Area Civic And Charitable Organizations.

**Summary:** These are annual contracts that are authroized by Council each year. Staff is working to bring the 2023 agreements for the amount shown for final approval at the next meeting.

Moberly Area Council on the Arts	\$1,000
Senior Multipurpose Center	\$4,000
Moberly Community Foundation	\$1,000
Moberly Community Betterment	\$1,500

**Recommended Action:** Approve this resolution

**Fund Name:** General Services/Audit Fees

**Account Number:** 100.013.5406

**Available Budget \$:** 0.00

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Brubaker</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>Lucas</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>Jeffrey</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 APPROVING GRANT FUNDING TO AREA CIVIC AND CHARITABLE ORGANIZATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANNUAL SERVICE AGREEMENTS WITH AREA CIVIC AND CHARITABLE ORGANIZATIONS.**

**WHEREAS**, the City has received funding requests from various local civic and charitable organizations which provide valuable services to the City and its residents; and

**WHEREAS**, the City Council hereby authorizes funding of the following organizations in the amounts stated:

Moberly Area Council of the Arts	\$1,000.00
Senior Multipurpose Center	\$4,000.00
Moberly Community Foundation	\$1,000.00
Moberly Community Betterment	\$1,500.00; and

**WHEREAS**, annual service agreements with each named organization are to be executed prior to the transfer of any approved funding.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves funding of the named civic and charitable organizations in the amounts listed and further authorizes the City Manager to execute an annual service agreement with each organization prior to the transfer of any approved funding and to take such other and further actions necessary to carry out the intent of this Resolution.

**RESOLVED** this 19<sup>th</sup> day of June, 2023, by the Council of the City of Moberly, Missouri.

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

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

**AGREEMENT FOR SERVICES TO BE RENDERED**  
**BY**  
**MOBERLY AREA COUNCIL ON THE ARTS**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF MOBERLY, MISSOURI**, hereinafter referred to as "**City**", acting by and through its City Council, hereinafter referred to as "**City Council**", and the **MOBERLY AREA COUNCIL ON THE ARTS**, a corporation formed and existing under the General Not For Profit Corporation Act of Missouri, hereinafter referred to as the "**MACA**".

**RECITALS**

1. Moberly Area Council On The Arts is organized for the purpose of promoting the arts and other cultural aspects of the community.
2. **City Council** is desirous of retaining and employing **MACA** and securing its services for the above stated purpose.

**AGREEMENT**

In consideration of the premises and the covenants and the promises hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. **MACA** will, and does, hereby undertake to carry out the following activities on behalf of **CITY** and to render the following services:
  - a. Promoting the arts and other cultural aspects of the community.
2. In consideration of the promises and of the services agreed to be performed by the **MACA**, the **CITY** agrees to pay the **MACA** the sum of **ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00)** annually.
3. The services of the **MACA** are to commence upon the 1<sup>st</sup> day of July, 2023 and shall be for a period expiring 30<sup>th</sup> day of June, 2024.

4. This agreement may be terminated by either party with just cause, provided that the terminating party shall give written notice to the other party at least three (3) months prior to termination of this agreement.

5. The execution and approval of this agreement by the **City Council** is not intended to and does not in any manner make the **MACA** an agent, agency, or servant of the City of Moberly, it being expressly understood that the **MACA** is in all respects an independent contractor, and the only liability of the **City Council** created by the terms of the agreement is the obligation to pay the **MACA** for services rendered.

6. **MACA** shall keep its books and records open for inspection at reasonable times by any persons or entities designated by the **CITY** to perform audits.

7. This agreement shall be effective upon execution by the parties herein.

The parties hereto have caused this agreement to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MOBERLY

\_\_\_\_\_  
City Manager

ATTEST:

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

MOBERLY AREA COUNCIL OF THE ARTS

By: \_\_\_\_\_  
Becky Kreek, President

\_\_\_\_\_  
Ann Parks, Vice President

SENIOR AMERICANS MULTIPURPOSE CENTER  
ANNUAL REPORT  
JULY 1 , 2023-JUNE 30, 2024

NUTRITION PROGRAM

SITE MEALS	8500
HOME DELIVERED MEALS	<u>54000</u>
<b>TOTAL MEALS PROVIDED</b>	<b>62500</b>

ACTIVITIES AND VOLUNTEERS

	<u>UNITS PROVIDED</u>
PITCH	1500
CHAIR DANCE CLASS	0
HEALTH SCREENINGS	200
CHURCH	150
BINGO	150
STAMP-UP CLASS	0
RED HATS	200
EXERCISE CLASS	0
COOLING CENTER	250
GUESS WHAT SHOP	1700
SPECIAL ACTIVITIES	0
MOVIE NIGHT	0
BIBLE STUDY	150
<b>VOLUNTEER HOURS</b>	<b>60000</b>
<b>TOTAL ACTIVITY UNITS</b>	<b>64300</b>

\*\*STARTING IN JUNE, WE WILL BE STARTING TO HAVE EDUCATIONAL CLASSES. WE HAVE ALREADY LINED UP CLASSES, WITH GUEST SPEAKERS, THAT WILL HIT ON SUBJECTS LIKE NUTRITION, SEVERAL INVOLVING PRESCRIPTION MEDICATIONS, HOSPICE CARE, PHONE SCAMS, DEALING WITH CHRONIC ILLNESS, ETC... WE ARE HOPING THAT PEOPLE WILL LEAVE HERE BOTH PHYSICALLY AND MENTALLY NOURISHED.

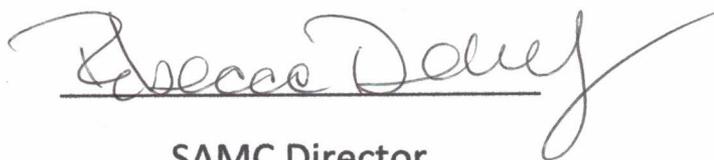
### Contract

The Senior Americans Multipurpose Center, 205 Farror Street, Moberly, Missouri, will provide 940 meals, the actual cost being \$8.20 to the elderly and disabled in Moberly for \$4,000.00 for our projected year July 1st, 2023 through June 30<sup>th</sup> 2024

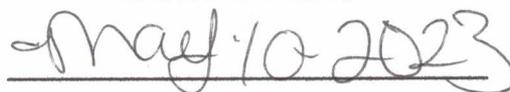
In addition to the above, 15,000 units of social service or more, one hour constituting a unit of service, will be provided at no charge for the project year.

With this contract the elderly and disabled will be provided health and welfare services which is the goal of the Senior Americans Multipurpose Center.

One hot nutritious meal will be provided to the homebound elderly or disabled in order to help maintain them in their own home. The mobile elderly or disabled will receive a hot nutritious meal at our local nutrition site, and a program of social activities will also be available to add to their well being.



SAMC Director



Date

---

City Representative

---

Date

SAMC Administrator

Rebecca DeMay

Sincerely,

Our program continues to make every effort in helping those in need of our services, and it is only through community assistance that we can successfully meet this challenge. We are again requesting support from The City of Moberly. We are grateful that you recognize the value of our program to our senior citizens and disabled, and hope that you will continue to partner with our organization by extending our contract for the 2023/24 fiscal year. Attached is a report giving a breakdown of meals served, and activity units provided during the 2023/24 fiscal year. If you have any questions, please give me a call.

The Senior Americans Multipurpose Center Board of Directors, Volunteers, Participants and Staff wish to thank you for your continued support of our program. As you know, our Senior Center provides congregate and home delivered meals five days a week to the elderly and disabled of Randolph County. In addition, other services include social activities, medical screenings, pharmacy plans, exercise, etc. All of these services are free, and meals are provided on a contribution basis. No one is denied our services because of inability to pay.

Dear City Manager and Moberly City Council Members:

Moberly, Missouri 65270

101 West Reed Street

City of Moberly

May 10<sup>th</sup> 2023

Moberly, Missouri 65270

205 Farror Street

Senior Americans Multipurpose Center

**PUBLIC SERVICE AGREEMENT  
BY AND BETWEEN  
MOBERLY COMMUNITY FOUNDATION, AND THE CITY OF MOBERLY, MISSOURI**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_ 2023, is by and between Moberly Community Foundation (hereinafter referred to as the “Contractor”) and the City of Moberly, Missouri, (hereinafter referred to as the “City”).

**WITNESSETH:**

**WHEREAS, the** Contractor has been created to assist the City create a charitable fund to support the issues and groups that benefit the Moberly community: and

**WHEREAS,** the City is a major investor in the program due to its interest in charitable giving in the Moberly community that benefits the City of Moberly: and

**WHEREAS,** Contractor programs traditionally require public subsidy, and

**WHEREAS,** the City and the Contractor have agreed that the City’s contribution shall be \$1,000.00 per fiscal year.

**NOW THEREFORE,** in consideration of mutual undertakings and mutual benefits from the Contractor. set forth, the Contractor and City agree as follows:

**I. SCOPE OF SERVICES**

The Contractor will provide the following services and improvements:

- A. Help local donors create charitable funds to support the issues and groups they care about in the Moberly community
- B. Provide tools and resources which help the city, individuals, families, businesses and not-for-profit agencies achieve their charitable purpose and financial goals
- C. Build endowments to insure that charitable donations are always available to support the Moberly community
- D. Allow city donors to benefit from the highest available tax deductions for charitable contributions
- E. Accept a variety of assets and facilitate tax efficient giving strategies for city projects
- F. Pool the assets of donors giving to funds to build community endowments in areas of interest in the Moberly community
- G. Foster giving in Moberly for city facilities and projects
- H. Serve as a source of information for donors about needs in our community
- I. Work with individuals interested in philanthropy in the Moberly community by providing an umbrella organization with 501(c)(3) tax free status
- J. Allow for efficient estate planning of charitable giving and tax efficient strategies for the Moberly community
- K. Work with business owners to transfer wealth in a tax efficient way and accommodate charitable giving in Moberly
- L. Promote the international transfer of wealth from one generation to the next, to the benefit of the City of Moberly.

**II. TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be for one year with the City's option to renew annually for an additional term. Exercise of the option to renew for an additional term shall be subject to the annual review of performance pursuant to the scope of services by the City Manager. The annual review date is the date first written above in each year of this Agreement. The City Manager, after the annual review of the scope of services, may exercise The City's option to renew this Agreement for an additional term. Regardless of the term and subsequent renewals, the provisions of this Agreement shall be reviewed by the Mayor and the City Council in its entirety 5 (five) years from the date of execution. All compensation for Contractor services is subject to annual review and appropriation by the City Council.

The services of the Contractor are to commence upon execution of this Agreement. All tasks defined in the Scope of Services shall be undertaken and implemented in such sequence as to assure the expeditious completion in the light of the purpose of the agreement.

**III. COMPENSATION AND METHOD OF PAYMENT**

The City hereby agrees to compensate the Contractor for the services in Section I of this Agreement in the amount of \$1,000.00 annually. All compensation for Contractor services is subject to annual review and appropriation by the City Council.

**IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW**

The Contractor shall permit an authorized representative of the City to inspect and audit all data and records of the Contractor related to their performance under this Agreement.

**V. SUBCONTRACTS**

The Contractor and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without prior written consent of the other party to the Agreement.

**VI. REPRESENTATION ON BOARD**

It is agreed the Contractor's Executive Board has been created to oversee the operation of Moberly Community Foundation, and the City will possess one voting position on the Executive Board consisting of any designee of the City Manager.

**VII. NON-DISCRIMINATION PROVISIONS**

The Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed in good faith. The Contractor and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

**VIII. COMPLIANCE WITH THE LAW**

All parties shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations.

**IX. INTEREST OF LOCAL PUBLIC OFFICE**

No member of the City Council of the City of Moberly, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

**X. AMENDMENTS**

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Contractor mutually agree, changes to the Agreement may be effected by placing them in written form and incorporating them in to this Agreement as an Amendment.

**XI. SEVERABILITY**

It is mutually agreed that in case any provision of the Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the Agreement shall remain in full force and effect.

**XII. ENTIREMENT AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral, written, are hereby merged into and made part hereof, and are of no further force or affect.

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement as of the date and year first above written.

City of Moberly, Missouri  
A Municipal Corporation

Moberly Community Foundation

\_\_\_\_\_  
Tim Brubaker, Mayor

\_\_\_\_\_  
Bob Riley, President

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

\_\_\_\_\_  
Greg Hodge, Treasurer

**ATTEST:**

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

**Approved as to Form:**

\_\_\_\_\_  
Randall Thompson, City Attorney

**PUBLIC SERVICE AGREEMENT  
BY AND BETWEEN  
MOBERLY COMMUNITY BETTERMENT AND THE CITY OF MOBERLY, MISSOURI**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, is by and between Moberly Community Betterment (hereinafter referred to as the “Contractor”) and the City of Moberly, Missouri, (hereinafter referred to as the “City”).

**WITNESSETH:**

**WHEREAS**, Moberly Community Betterment helps Missouri communities enhance their life through overall community development, planning and implementation.

**WHEREAS**, the City is a major investor in the program due to its interest in community development and planning: and

**WHEREAS**, Moberly Community Betterment programs traditionally require public subsidy, and

**WHEREAS**, the City and Moberly Community Betterment have agreed that the City’s contribution shall be \$1,500.00 per fiscal year.

**NOW THEREFORE**, in consideration of mutual undertakings and mutual benefits from Moberly Community Betterment set forth, the Contractor and City agree as follows:

**I. SCOPE OF SERVICES**

The Contractor will provide the following services and improvements:

- A. Organizations-continue to facilitate promote and showcase meaningful community efforts for the community.
- B. Encouraging and participating in projects and events that improve the attractiveness of the area and which seek to enhance the quality of life for its citizens.
- C. Recruiting membership and soliciting volunteers who will seek creative partnerships and collaborations among civic, educational, religious, government as well as other entities in order to be successful.
- D. Initiating projects, when necessary, to meet the community’s vision and goals.

**II. TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be for one year with the City’s option to renew annually for an additional term. Exercise of the option to renew for an additional term shall be subject to the annual review of performance pursuant to the scope of services by the City Manager.

**III. COMPENSATION AND METHOD OF PAYMENT**

The City hereby agrees to compensate the Contractor for the services in Section I of this Agreement in the amount of \$1,500.00 annually. All compensation for Contractor services is subject to annual review and appropriation by the City Council.

**IV. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW**

The Contractor shall permit an authorized representative of the City to inspect and audit all data and records of the Contractor related to their performance under this Agreement.

**V. SUBCONTRACTS**

The Contractor and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without prior written consent of the other party to the Agreement.

**VI. NON-DISCRIMINATION PROVISIONS**

The Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed in good faith. The Contractor and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

**VII. COMPLIANCE WITH THE LAW**

All parties shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations.

**VIII. INTEREST OF LOCAL PUBLIC OFFICE**

No member of the City Council of the City of Moberly, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

**IX. AMENDMENTS**

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Contractor mutually agree, changes to the Agreement may be effected by placing them in written form and incorporating them in to this Agreement as an Amendment.

**X. SEVERABILITY**

It is mutually agreed that in case any provision of the Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the Agreement shall remain in full force and effect.

**XI. ENTIREMENT AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral, written, are hereby merged into and made part hereof, and are of no further force or affect.

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement as of the date and year first above written.

City of Moberly, Missouri  
A Municipal Corporation

Moberly Community Betterment

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

\_\_\_\_\_  
President

**ATTEST:**

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

**Approved as to Form:**

\_\_\_\_\_  
Randall Thompson, City Attorney

# City of Moberly City Council Agenda Summary

Agenda Number: #13.  
 Department: Parks and Recreation  
 Date: June 19, 2023

**Agenda Item:** A Resolution Authorizing And Accepting A Change Order To The Agreement With L & J Development, Inc., For Amphitheatre Improvements.

- Summary:** These are items requested and discussed between MPRD and the contractor to improve the overall project:
1. A metal cover in the concrete service road over the MC Power junction box for the solar pavilion.
  2. Riley Pavilion gutter replacement. Some of the downspouts were beat up and it makes sense while we are into piping it underground to replace those that have holes, cracks, or are smashed from decades of wear and tear.
  3. Extra rock was needed under the concrete service road in one area as the clay was so soft they had to build up with larger rock, going approximately 18" deep.
  4. Adjusting fittings and pipe on the south solar pavilion gutters to better handle the concrete service road and allow the service road to butt up to the solar pavilion slab for a better, more uniform look and functionality as with the Riley Pavilion.
  5. Concrete on the east side of the solar pavilion which was going to be a phase 2 project later. Since we are preparing for asphalt parking late summer/early fall, we prefer to go ahead with that concrete between the slab and parking lot whereas it was originally pulled from the scope due to cost. We are comfortable enough financially going ahead with it now and it will make the project site look and function better immediately by getting it done.

The C.O. will put us over budget, but are necessary and more cost effective now.

**Recommended**

**Action:** Approve the Resolution.

**Fund Name:** Parks > Capital Improvement

**Account Number:** 115.041.5502

**Available Budget \$:** \$49,602.66

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ <b>Brubaker</b>	___	___
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M__ S__ <b>Lucas</b>	___	___
<input type="checkbox"/> 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>Jeffrey</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 checked="" type="checkbox"/> Other: Change Order		Passed	Failed

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

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

**A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE AGREEMENT WITH L & J DEVELOPMENT, INC., FOR AMPHITHEATRE IMPROVEMENTS.**

**WHEREAS**, on February 7, 2022, this Council accepted the bid of L & J Development, Inc., (“L&J”) in the amount of \$394,134.44 and authorized contracting to construct the Amphitheatre; and

**WHEREAS**, previously two other change orders have been approved for the amphitheater project; and

**WHEREAS**, a proposed Change Order (attached hereto) has been submitted by L&J to make additional improvements in the area of the Amphitheatre including a metal cover in the concrete service road over the MC Power Junction box, Riley Pavilion gutter replacement, rock on the service road, adjusting fittings and pipe on the south solar pavilion gutters, and pouring concrete on the east side of the solar pavilion in the amount of \$35,780.53; and

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

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

**RESOLVED** this 19th day of June, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



PO Box 715  
Moberly, MO 65270

# Change Order

Order#: 3

Order Date: 06/02/2023

To: City of Moberly  
100 West Reed  
Attn. Greg Hodge  
Moberly MO 65270

Project: 1269  
City of Moberly Ampitheater  
100 West Reed  
Attn. Greg Hodge  
Moberly MO 65270

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By: 1 Jeffrey Lawrence

Customer Order:

Specifications Attached

Description of Work	Amount
Bonding Costs	1,042.15
Auto Owner's to increase the bond	
Project Supervision	3,600.00
Project Supervision for Extra Work	
Site Utilities	534.00
Manhole Ring with Lid to Offset Elevation at Electric Box	
Storm Drainage System - Materials	2,518.38
Materials for Gutter Drains to South Side of Solar Pavilion	
Storm Drainage System - Gravel	2,880.00
M&M Trucking to Deliver Gravel to Fill the Ditch After Pipe is Installed	
Storm Drainage System - Labor	6,270.00
Labor and Equipment to Install the Storm Drainage System	
Concrete Paving	15,000.00
Labor and Materials to add 960 square feet of Concrete at East Side of Solar Pavilion	
Concrete Paving - Gravel	1,104.00
Two Loads of 2" Clean Gravel to Fill Over Dug Area in Drive Lane West of Solar Pavilion	
Demolition	600.00
Labor to Demo Existing Downspouts on North Side of Riley Pavilion	
Gutters & Downspouts - Materials	1,452.00
Materials to replace Downspouts on North Side of Riley Pavilion	
Gutters & Downspouts - Labor	780.00
Labor to Replace Downspouts on North Side of Riley Pavilion	
Negative changes will lower the overall contract price requiring no additional payment by owner.	
<b>Requested Amount of Change</b>	<b>35,780.53</b>
The original Contract Sum was _____	394,134.44
Net change by previous Change Orders _____	138,844.65
The Contract Sum prior to this Change Order _____	532,979.09
The Contract Sum will be changed by this Change Order _____	35,780.53
The new Contract Sum including this Change Order will be _____	568,759.62
The Contract Time will be changed by _____	0 Days

Owner: JB C Date: 6-2-23

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

# City of Moberly City Council Agenda Summary

Agenda Number: #14.

Department: City Clerk

Date: June 19, 2023

**Agenda Item:** An Ordinance Of The City Of Moberly, Missouri, To Establish A Procedure To Disclose Potential Conflicts Of Interest And Substantial Interests For Certain Municipal Officials.

**Summary:** This is an Ordinance that is re-adopted every two (2) years and is mandated by the State of Missouri. It establishes procedure for publicly declaring any potential conflicts of interest and conversely declaring the lack of conflicts-of-interest.

**Recommended**

**Action:** Please 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>Brubaker</b>	<input type="checkbox"/>	<input type="checkbox"/>
<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>Lucas</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ <b>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ <b>Kyser</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ <b>Kimmons</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. \_\_\_\_\_

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

**AN ORDINANCE OF THE CITY OF MOBERLY, MISSOURI, TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.**

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

**SECTION ONE: Declaration of Policy:** The proper operation of municipal government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of this government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

**SECTION TWO: Conflicts of Interest.** The Mayor or any other member of the City Council, who has a substantial personal or private interest, as defined by State Law, in any bill shall disclose on the records of the City Council the nature of his interest and shall disqualify himself from voting on any matters relating to this interest.

**SECTION THREE: Disclosure Reports.** Each elected official, the City Manager, the Chief Purchasing Officer, and the General Counsel (if employed full-time), City Clerk and City Finance Director shall disclose the following information by May 1<sup>st</sup> if any such transactions were engaged in during the previous calendar year.

- a) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date, and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any

tax, fee, or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

- b) The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee, or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision and other than transfers for no consideration to the political subdivision.
- c) The City Manager and Chief Purchasing Officer also shall disclose by May 1 for the previous calendar year the following information:
1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
  2. The name and address of each sold proprietorship that he owned; the name, address and the general nature of the business conducted for each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed as a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
  3. The name and address of each corporation for which such person served in the capacity of a director, officer, 120 iver.

**SECTION FOUR: Filing of Reports.** The reports shall be filed with the City Clerk and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

**SECTION FIVE: When Filed.** The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

- a) Each person appointed to office shall file the statement within the thirty days of such appointment or employment.
- b) Every other person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interest acquired after December 31, of the covered year until the date of filing of the financial interest statement.

**SECTION SIX: Filing of Ordinance.** The City Clerk is hereby ordered to send a certified copy of this Ordinance to the Missouri Ethics Commission within ten days of its adoption.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, on this 19<sup>th</sup> day of June 2023.

**ATTEST:**

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

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

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: City Clerk  
 Date: June 19, 2023

#15.

**Agenda Item:** A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

**Summary:** Through the course of regular City operations, debts to various vendors and agencies are incurred. The majority are charged to the City through invoices, other debts are incurred through contractual arrangements for services, financing of purchases, and long-term debt. This resolution approves payment of two types of items; (1) those with due dates within the next two weeks, and (2) for payments that have been made for items with due dates that occurred since the previous appropriation.

**Recommended Action:** Approve this resolution.

**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	___ Proposed Ordinance	M___ S___ <b>Brubaker</b>	___	___
___ Correspondence	<u>X</u> Proposed Resolution	<b>Council Member</b>		
___ Bid Tabulation	___ Attorney's Report	M___ S___ <b>Lucas</b>	___	___
___ P/C Recommendation	___ Petition	M___ S___ <b>Jeffrey</b>	___	___
___ P/C Minutes	___ Contract	M___ S___ <b>Kimmons</b>	___	___
___ Application	___ Budget Amendment	M___ S___ <b>Kyser</b>	___	___
___ Citizen	___ Legal Notice		Passed	Failed
___ Consultant Report	___ Other _____			

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

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

**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN JUNE 2, 2023 AND JUNE 15, 2023 IN THE AMOUNT OF \$527,269.72.**

**WHEREAS**, the funds are to be disbursed as follows:

General Fund	\$	58,860.50
Payroll Fund	\$	4,052.99
Solid Waste Fund	\$	71,986.61
Heritage Hills Golf Course Fund	\$	3,834.00
Parks and Recreation Fund	\$	121,795.09
Airport Fund	\$	18,077.46
Utilities Collection Fund	\$	2,836.88
Utilities Operating & Maintenance Fund	\$	73,845.78
Utilities Operating Reserve Fund	\$	5,869.43
2021 EDA Grant Projects Fund	\$	5,165.00
Emergency Telephone Fund	\$	703.96
Transportation Trust Fund	\$	53,090.61
Street Improvement Fund	\$	23,535.83
Ameren MO Solar Rebates Fund	\$	1,719.49
Solar Systems Settlement Fund	\$	3,910.33
Downtown CID Property Tax Fund	\$	10,000.00
Health Trust Fund	\$	67,985.76
<b>Total:</b>	<b>\$</b>	<b>527,269.72</b>

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

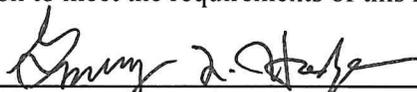
**RESOLVED** the 19th day of June 2023 by the Council of the City Of Moberly, Missouri.

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

**ATTEST:**

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

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

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

Report Criteria:  
Report type: Summary  
Check.Type = {<->} "Adjustment"

Check Number	Check Issue Date	Vendor Number	Payee	Amount
93220	06/06/2023	10363	MOBERLY MOTOR COMPANY	1,120.73- V
93303	06/06/2023	10363	MOBERLY MOTOR COMPANY	60.54- V
93616	06/09/2023	10014	ACCO UNLIMITED CORP	853.38
93617	06/09/2023	10027	AMAZON CAPITAL SERVICES	596.68
93618	06/09/2023	10028	AMEREN MISSOURI	56.64
93619	06/09/2023	10028	AMEREN MISSOURI	21.85
93620	06/09/2023	10040	ARROW ENERGY INC	17,147.44
93621	06/09/2023	10052	AVIATION FUEL PRODUCTS	220.54
93622	06/09/2023	10056	BACKGROUND INVESTIGATION BUREAU LLC	2,512.35
93623	06/09/2023	10064	BARR ENGINEERING COMPANY	6,093.00
93624	06/09/2023	10695	BLUE CARDINAL CHEMICAL LLC	414.99
93625	06/09/2023	10080	BOB'S TIRE LLC	90.00
93626	06/09/2023	94601	BRUNDAGE ENVIRONMENTAL	1,590.00
93627	06/09/2023	10095	BUTLER SUPPLY INC	47.46
93628	06/09/2023	94741	CARDINAL PUMP COMPANY	3,114.00
93629	06/09/2023	10106	CDW GOVERNMENT INC	212.28
93630	06/09/2023	10121	COE EQUIPMENT	144.11
93631	06/09/2023	10127	CORE & MAIN LP	5,428.27
93632	06/09/2023	10135	CULLIGAN WATER CONDITIONING	109.10
93633	06/09/2023	10141	DA-COM COLUMBIA LLC	265.30
93634	06/09/2023	10687	DYSART LANDSCAPING LLC	449.00
93635	06/09/2023	95568	ENVIRONMENTAL RESOURCE ASSOC	1,378.05
93636	06/09/2023	10176	FASTENAL COMPANY	33.88
93637	06/09/2023	10599	FLETCHERS EXCAVATING LLC	475.00
93638	06/09/2023	10672	FOUR SEASONS CONSERVATION LLC	3,500.00
93639	06/09/2023	10194	FUSION TECHNOLOGY LLC	384.96
93640	06/09/2023	10202	GLENNS GARAGE DOORS LLC	84.00
93641	06/09/2023	10206	GREATLIFE MIDMO LLC	3,834.00
93642	06/09/2023	96287	HERNDON, LAURA	15.00
93643	06/09/2023	10249	INOVATIA LABORATORIES LLC	243.05
93644	06/09/2023	10710	K & K ENTERPRISES	4,496.00
93645	06/09/2023	10706	LAMPKINS, DARRELL	200.00
93646	06/09/2023	10273	LAUBER MUNICIPAL LAW LLC	1,526.50
93647	06/09/2023	10280	LOWES HOME CENTERS LLC	2,227.89
93648	06/09/2023	10294	MARTECK	122.50
93649	06/09/2023	10297	MARTINS FLAG CO INC	57.64
93650	06/09/2023	10301	MATHESON TRI GAS INC	215.14
93651	06/09/2023	97562	MISSOURI CITY/COUNY MANAGEMENT	150.00
93652	06/09/2023	97611	MITEL	6,659.78
93653	06/09/2023	10355	MO ONE CALL SYSTEM INC	325.35
93654	06/09/2023	10362	MOBERLY MONITOR INDEX	435.00
93655	06/09/2023	10363	MOBERLY MOTOR COMPANY	173.71
93656	06/09/2023	10374	NAPA AUTO PARTS OF MOBERLY	607.47
93657	06/09/2023	10384	O'REILLY AUTOMOTIVE STORES INC	372.55
93658	06/09/2023	10707	ORTMANN, TIM	200.00
93659	06/09/2023	10389	PALMATORY'S	9.44
93660	06/09/2023	10395	PEPSI-COLA	2,433.60
93661	06/09/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	212.81
93662	06/09/2023	10110	PLZ CORP	1,958.84
93663	06/09/2023	10708	PRICE, TYLER	200.00
93664	06/09/2023	10410	PRO PUMPING & HYDROJETTING LLC	1,527.00
93665	06/09/2023	10412	Q SECURITY SOLUTIONS LLC	223.00
93666	06/09/2023	10709	RILEY, BRADY	200.00

Check Number	Check Issue Date	Vendor Number	Payee	Amount
93667	06/09/2023	10459	SCHULTE SUPPLY INC	1,246.47
93668	06/09/2023	10711	SISTERS FANCY EATS LLC	215.10
93669	06/09/2023	10485	STAPLES	1,513.39
93670	06/09/2023	10503	THOMSON REUTERS-WEST	53.00
93671	06/09/2023	10519	UNIFIRST CORPORATION	278.46
93672	06/09/2023	10530	USI INSURANCE SERVICE LLC	11,250.00
93673	06/09/2023	10534	VANDEVANTER ENGINEERING INC	2,391.50
93674	06/09/2023	10544	WARREN CONSTRUCTION	649.56
93675	06/09/2023	10558	WETMORE, SCOTT	1,120.00
93676	06/09/2023	10102	WHITE CAP, L.P.	361.98
93677	06/09/2023	10569	WIRELESS USA	130.07
93678	06/09/2023	10573	WOOGEDY LLC	150.00
93679	06/15/2023	10018	AFLAC GROUP INSURANCE	1,062.04
93680	06/15/2023	10019	AGEE, CARL W	8,487.50
93681	06/15/2023	94035	ALLSTATE CONSULTANTS PC	3,345.36
93682	06/15/2023	10027	AMAZON CAPITAL SERVICES	992.55
93683	06/15/2023	10036	ARISTA INFORMATION SYSTEMS INC	3,339.01
93684	06/15/2023	10042	ASCAP	11.25
93685	06/15/2023	10659	BLEIGH CONSTRUCTION COMPANY	48,146.97
93686	06/15/2023	10085	BRATCHERS MARKET	57.95
93687	06/15/2023	10087	BRENDLINGER ENTERPRISES INC	300.00
93688	06/15/2023	10088	BRENNTAG MID SOUTH INC	2,000.40
93689	06/15/2023	94593	BROWNFIELD OIL CO INC	154.00
93690	06/15/2023	10091	BSN SPORTS LLC	573.26
93691	06/15/2023	10095	BUTLER SUPPLY INC	464.15
93692	06/15/2023	10097	CAPITAL MATERIALS LLC	1,622.40
93693	06/15/2023	10119	CLEAVINGER, HADLEY	120.00
93694	06/15/2023	10717	CLEAVINGER, LANEY	45.00
93695	06/15/2023	10128	CORRECTIVE ASPHALT MATERIALS LLC	32,240.00
93696	06/15/2023	10130	CRAFCO INC	4,927.50
93697	06/15/2023	10712	CROCKETT GEOTECHNICAL - TESTING LAB	595.00
93698	06/15/2023	10155	DMC CONCRETE CONSTRUCTION	20,488.63
93699	06/15/2023	95406	DOUGLAS, CATHERINE PAIGE	400.00
93700	06/15/2023	10166	ENERGY SOLUTIONS PROFESSIONALS	17,535.00
93701	06/15/2023	10702	ENGEL, JACKSON	220.00
93702	06/15/2023	95593	ESRY, DANIEL	255.00
93703	06/15/2023	10176	FASTENAL COMPANY	93.69
93704	06/15/2023	10179	FEHLING SMALL ENGINE LLC	60.90
93705	06/15/2023	10703	FLETCHER, CARSON	220.00
93706	06/15/2023	10194	FUSION TECHNOLOGY LLC	298.97
93707	06/15/2023	10201	GILMORE & BELL PC	500.00
93708	06/15/2023	10223	HAWKINS INC	2,826.75
93709	06/15/2023	10713	HYDRO BIOSCIENCE, LLC	71.30
93710	06/15/2023	10249	INOVATIA LABORATORIES LLC	270.00
93711	06/15/2023	10254	JACOBS ENGINEERING GROUP INC	5,165.00
93712	06/15/2023	10267	KOHL WHOLESALE	9,081.32
93713	06/15/2023	10268	KRONER, HALLIE	325.00
93714	06/15/2023	10664	KT HEALTH CLINIC	685.00
93715	06/15/2023	10274	LEES LAWN CARE & EQUIPMENT LLC	675.19
93716	06/15/2023	10275	LEON UNIFORM COMPANY	255.50
93717	06/15/2023	10285	MACK HILLS INC	1,616.82
93718	06/15/2023	10289	MACON ELECTRIC COOPERATIVE	42.88
93719	06/15/2023	10714	MARTEL, AMY	10,000.00
93720	06/15/2023	97258	MARTIN, TAYLOR	469.00
93721	06/15/2023	10704	MARTIN, WILLIAM	255.00
93722	06/15/2023	10315	MFA INCORPORATED	1,274.55
93723	06/15/2023	10316	MFA OIL COMPANY	5,811.35

Check Number	Check Issue Date	Vendor Number	Payee	Amount
93724	06/15/2023	10631	MIDWAY HAULING	1,388.50
93725	06/15/2023	10321	MIDWEST CUSTOM TRUCKS	342.50
93726	06/15/2023	97562	MISSOURI CITY/COUNY MANAGEMENT	150.00
93727	06/15/2023	97605	MITCHELL, COLBY	428.00
93728	06/15/2023	97610	MITCHELL, TRAVIS	420.00
93729	06/15/2023	10363	MOBERLY MOTOR COMPANY	179.95
93730	06/15/2023	10383	ONMEDIA-COLUMBIA	400.00
93731	06/15/2023	10395	PEPSI-COLA	2,592.76
93732	06/15/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	203.66
93733	06/15/2023	10410	PRO PUMPING & HYDROJETTING LLC	1,518.50
93734	06/15/2023	10418	RANDOLPH AREA YMCA	2,141.59
93735	06/15/2023	10444	SAFE PASSAGE	168.00
93736	06/15/2023	10459	SCHULTE SUPPLY INC	2,224.91
93737	06/15/2023	10705	SCOTT, KATELYN	135.00
93738	06/15/2023	10711	SISTERS FANCY EATS LLC	180.00
93739	06/15/2023	10476	SOCKET	2,656.81
93740	06/15/2023	99074	ST LOUIS COUNTY TREASURER	675.00
93741	06/15/2023	10486	STARGUARD ELITE LLC	1,650.00
93742	06/15/2023	10490	SUMNER ONE	370.83
93743	06/15/2023	10492	SURVEYING & MAPPING LLC	150.00
93744	06/15/2023	10716	TRACY, RYAN	80.00
93745	06/15/2023	10519	UNIFIRST CORPORATION	139.23
93746	06/15/2023	10525	UNITED WAY	1,171.95
93747	06/15/2023	10531	UTILITY SERVICE CO INC	21,605.70
93748	06/15/2023	10533	VALIC	1,065.00
93749	06/15/2023	10715	WALES, ADDI	196.00
93750	06/15/2023	10544	WARREN CONSTRUCTION	130.66
93751	06/15/2023	10556	WESTLAKE HARDWARE	2,196.29
93752	06/15/2023	10569	WIRELESS USA	50.00
93753	06/15/2023	10573	WOOGEDY LLC	315.50
20230607	06/07/2023	10335	MISSOURI DEPARTMENT OF REVENUE 840	2,836.88 M
202006053	06/05/2023	10518	UMR	452.25 M
202302295	06/09/2023	10365	MOBERLY SOLAR LLC	15,660.16
202302296	06/09/2023	10546	WASTE MANAGEMENT SOLUTIONS	74,593.93
202302297	06/09/2023	10559	WEX BANK	15,596.12
202302299	06/15/2023	10169	ENTERPRISE FLEET MANAGEMENT TRUST	26,262.53
202306051	06/05/2023	10518	UMR	32,929.42 M
202306052	06/05/2023	10518	UMR	6,404.64 M
202306054	06/05/2023	10373	MUTUAL OF OMAHA	2,535.73 M
202306055	06/05/2023	10100	CAPITAL RX INC	25,573.72 M
202306056	06/05/2023	10100	CAPITAL RX INC	90.00 M
Grand Totals:				527,269.72

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100.000.1600	2,216.47	.00	2,216.47
100.000.1601	2,393.69	41.73-	2,351.96
100.000.2000	144.39	59,004.89-	58,860.50-
100.001.5200	73.95	.00	73.95
100.002.5200	32.32	.00	32.32
100.002.5201	253.21	.00	253.21
100.003.5200	89.98	.00	89.98

GL Account	Debit	Credit	Proof
100.003.5205	80.39	5.01-	75.38
100.003.5211	.19	.00	.19
100.003.5404	150.00	.00	150.00
100.004.5404	53.00	.00	53.00
100.004.5700	1,526.50	.00	1,526.50
100.005.5200	56.28	.00	56.28
100.005.5212	435.00	.00	435.00
100.005.5406	150.00	.00	150.00
100.005.5418	2,054.03	12.99-	2,041.04
100.006.5202	122.50	.00	122.50
100.006.5218	709.26	.00	709.26
100.007.5107	18.00	.00	18.00
100.007.5200	176.26	.00	176.26
100.007.5205	4,114.40	5.02-	4,109.38
100.007.5206	237.50	.00	237.50
100.007.5211	89.25	.00	89.25
100.007.5308	216.89	.00	216.89
100.007.5402	675.00	.00	675.00
100.007.5503	265.30	.00	265.30
100.008.5200	240.18	.00	240.18
100.008.5201	595.56	.00	595.56
100.008.5203	5.99	.00	5.99
100.008.5204	42.95	.00	42.95
100.008.5205	2,249.42	5.02-	2,244.40
100.008.5211	217.42	.00	217.42
100.008.5300	4,630.98	.00	4,630.98
100.008.5307	240.03	.00	240.03
100.008.5406	22.45	.00	22.45
100.008.5507	799.55	.00	799.55
100.008.5813	51.48	.00	51.48
100.009.5200	225.12	.00	225.12
100.009.5205	2,268.76	5.02-	2,263.74
100.009.5206	98.00	.00	98.00
100.009.5211	88.82	.00	88.82
100.009.5300	2,421.44	.00	2,421.44
100.009.5309	377.79	.00	377.79
100.009.5310	50.61	.00	50.61
100.009.5311	269.24	.00	269.24
100.010.5200	64.00	.00	64.00
100.010.5205	1,401.20	.00	1,401.20
100.010.5211	39.06	.00	39.06
100.010.5305	128.00	.00	128.00
100.010.5311	1.58	.00	1.58
100.010.5406	475.00	.00	475.00
100.010.5813	51.60	.00	51.60
100.011.5204	248.95	.00	248.95
100.011.5507	768.69	.00	768.69
100.013.5205	348.63	5.01-	343.62
100.013.5211	1,000.69	.00	1,000.69
100.013.5308	19.00	.00	19.00
100.013.5311	6,659.78	.00	6,659.78
100.013.5406	11,250.00	.00	11,250.00
100.013.5500	2,651.27	.00	2,651.27
100.013.5806	2,055.59	.00	2,055.59
100.013.5808	215.10	.00	215.10
100.013.5813	236.52	.00	236.52
100.014.5204	106.34	64.59-	41.75

GL Account	Debit	Credit	Proof
100.014.5209	78.49	.00	78.49
100.020.5204	71.25	.00	71.25
100.020.5311	48.99	.00	48.99
105.000.2000	.00	4,052.99-	4,052.99-
105.000.2603	4,052.99	.00	4,052.99
110.000.2000	.00	71,986.61-	71,986.61-
110.000.2202	71,986.61	.00	71,986.61
114.000.2000	.00	3,834.00-	3,834.00-
114.000.5406	3,834.00	.00	3,834.00
115.000.2000	1,228.11	123,023.20-	121,795.09-
115.040.5200	72.40	.00	72.40
115.040.5211	39.06	.00	39.06
115.040.5311	300.00	.00	300.00
115.041.5200	378.60	.00	378.60
115.041.5204	209.13	.00	209.13
115.041.5205	1,883.91	5.02-	1,878.89
115.041.5206	155.96	.00	155.96
115.041.5211	39.06	.00	39.06
115.041.5300	80.98	.00	80.98
115.041.5301	3,500.00	.00	3,500.00
115.041.5305	387.00	.00	387.00
115.041.5309	267.77	1,181.27-	913.50-
115.041.5311	131.21	.00	131.21
115.041.5406	1,161.00	.00	1,161.00
115.041.5502	17,535.00	.00	17,535.00
115.041.5507	1,881.15	.00	1,881.15
115.041.5813	401.72	.00	401.72
115.042.5200	373.65	.00	373.65
115.042.5204	20.10	.00	20.10
115.042.5207	3,700.89	.00	3,700.89
115.042.5211	39.06	.00	39.06
115.042.5305	96.08	.00	96.08
115.042.5311	151.49	36.81-	114.68
115.042.5402	1,650.00	.00	1,650.00
115.042.5403	238.99	.00	238.99
115.042.5406	66.00	.00	66.00
115.043.5406	1,125.00	.00	1,125.00
115.044.5200	208.87	.00	208.87
115.044.5201	545.24	.00	545.24
115.044.5203	22.99	.00	22.99
115.044.5212	489.00	.00	489.00
115.044.5404	150.00	.00	150.00
115.044.5406	3,976.61	.00	3,976.61
115.044.5500	1,509.64	.00	1,509.64
115.044.5507	563.22	.00	563.22
115.044.5807	213.69	.00	213.69
115.045.5215	14,107.68	.00	14,107.68
115.048.5200	355.87	.00	355.87
115.048.5204	259.36	.00	259.36
115.048.5205	438.11	5.01-	433.10
115.048.5211	88.82	.00	88.82
115.048.5214	871.74	.00	871.74
115.048.5311	8,870.45	.00	8,870.45
115.048.5406	5,823.90	.00	5,823.90
115.048.5502	48,146.97	.00	48,146.97
115.048.5507	495.83	.00	495.83
120.000.2000	.00	18,077.46-	18,077.46-

GL Account	Debit	Credit	Proof
120.000.5200	38.90	.00	38.90
120.000.5204	75.39	.00	75.39
120.000.5205	17,147.44	.00	17,147.44
120.000.5211	133.23	.00	133.23
120.000.5300	343.25	.00	343.25
120.000.5311	22.67	.00	22.67
120.000.5812	220.54	.00	220.54
120.000.5813	96.04	.00	96.04
300.000.2000	.00	2,836.88-	2,836.88-
300.000.2100	2,836.88	.00	2,836.88
301.000.2000	230.04	74,075.82-	73,845.78-
301.110.5200	59.49	.00	59.49
301.110.5201	122.53	.00	122.53
301.110.5205	57.81	5.02-	52.79
301.110.5308	19.00	.00	19.00
301.110.5403	59.98	.00	59.98
301.110.5507	325.43	.00	325.43
301.110.5700	1,590.00	.00	1,590.00
301.110.5806	384.16	.00	384.16
301.112.5200	53.76	.00	53.76
301.112.5202	2,500.61	.00	2,500.61
301.112.5203	838.40	.00	838.40
301.112.5205	3,822.26	5.02-	3,817.24
301.112.5213	4,653.19	.00	4,653.19
301.112.5310	281.89	4.94-	276.95
301.112.5311	26.92	.00	26.92
301.112.5313	868.00	.00	868.00
301.112.5314	3,946.74	.00	3,946.74
301.112.5406	325.35	.00	325.35
301.112.5507	2,908.19	.00	2,908.19
301.113.5200	24.44	.00	24.44
301.113.5204	9.52	.00	9.52
301.113.5205	539.78	5.02-	534.76
301.113.5207	2,200.40	200.00-	2,000.40
301.113.5211	89.37	.00	89.37
301.113.5300	522.45	.00	522.45
301.113.5311	130.15	.00	130.15
301.113.5316	421.63	.00	421.63
301.113.5406	21,605.70	.00	21,605.70
301.113.5507	883.06	.00	883.06
301.114.5200	11.99	.00	11.99
301.114.5201	119.99	.00	119.99
301.114.5205	1,944.44	5.02-	1,939.42
301.114.5211	88.82	.00	88.82
301.114.5216	2,000.02	.00	2,000.02
301.114.5300	8.59	.00	8.59
301.114.5303	4,040.03	.00	4,040.03
301.114.5304	7,576.87	.00	7,576.87
301.114.5309	186.56	.00	186.56
301.114.5311	148.97	.00	148.97
301.114.5417	513.05	.00	513.05
301.114.5455	765.00	.00	765.00
301.114.5507	800.54	.00	800.54
301.115.5205	102.10	5.02-	97.08
301.115.5206	226.50	.00	226.50
301.115.5300	53.98	.00	53.98
301.115.5406	6,093.00	.00	6,093.00

GL Account	Debit	Credit	Proof
301.115.5816	125.16	.00	125.16
303.000.2000	.00	5,869.43-	5,869.43-
303.000.5500	5,869.43	.00	5,869.43
350.000.2000	.00	5,165.00-	5,165.00-
350.180.5408	2,990.00	.00	2,990.00
350.184.5408	2,175.00	.00	2,175.00
400.000.2000	.00	703.96-	703.96-
400.000.5211	703.96	.00	703.96
600.000.2000	.00	53,090.61-	53,090.61-
600.000.5502	32,240.00	.00	32,240.00
600.143.5502	20,850.61	.00	20,850.61
601.000.2000	.00	23,535.83-	23,535.83-
601.000.5302	6,698.96	.00	6,698.96
601.000.5507	16,836.87	.00	16,836.87
903.000.2000	.00	1,719.49-	1,719.49-
903.000.5500	1,719.49	.00	1,719.49
906.000.2000	.00	3,910.33-	3,910.33-
906.000.5500	3,910.33	.00	3,910.33
912.000.2000	.00	10,000.00-	10,000.00-
912.000.5406	10,000.00	.00	10,000.00
995.000.2000	.00	67,985.76-	67,985.76-
995.000.5851	25,663.72	.00	25,663.72
995.000.5852	32,929.42	.00	32,929.42
995.000.5853	2,535.73	.00	2,535.73
995.000.5854	6,404.64	.00	6,404.64
995.000.5855	452.25	.00	452.25
Grand Totals:	<u>530,474.80</u>	<u>530,474.80-</u>	<u>.00</u>

Dated: \_\_\_\_\_

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

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

# City of Moberly City Council Agenda Summary

Agenda Number: #16.  
 Department: City Manager  
 Date: June 19, 2023

**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 May.

**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>Kyser</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Lucas</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

April 2023

## A. PROJECTS

### Community Development

#### Grants/Funding

**Industrial Park Street Development** - We are working hard to try and pull together EDA grant funds to match the \$1.64M we have approved in ISG & GCS. We must get one of the area companies to complete a 900B form which discusses planned development/investment in the area. It's non-binding, but still difficult to get companies to sign off on something they aren't 100% on. We must put this together by the end of June. If successful, we should be able to get the Robertson Road through the industrial park. We have meetings lined up with some of the potential facilities now. I am optimistic about our chances.

**Former Court House** - Working with owner to complete asbestos abatement of the facility, which was part of the original development agreement. The building is gutted and does not look like the same place inside. Asbestos is nearly completed with only a few small hard to reach locations to finish. We will be meeting there on June 16th to complete the punch list. That should conclude the City responsibilities for the agreement.

**Wegg Building** - This facility was part of a development agreement with Adam Flock. This location has seen minimal progress and is well beyond the agreed upon time frame for the work agreed too. We are drafting a notice of abatement for this property and giving the owner 30 days to get back with us with an agreeable plan of action to finish proposed work (windows, roof, façade, paint). If they fail to reach an acceptable plan of action within the 30 days, the City intends on acquiring windows, and completing the original plans for repairs and would issue a special tax bill for the costs. As this may be a more common resolve for property repairs, you may want to be aware that the tax bill is also deemed a personal debt against the owner per Sec. 26-13 (c).

**Sec. 26-13. - Cost of city abatement and right to collect** – (c) The city clerk shall cause the certified cost to be included in a special tax bill or added to the annual real estate tax bill, at the collecting official's option, and shall be collected in the same manner and procedure as for collecting real estate taxes. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and shall also be a lien on the property from the date the tax bill is delinquent until paid. As a personal debt, in the case of joint tenancy, tenancy by entireties or tenancy in common, each owner thereof shall be liable jointly and severally. A tax bill is delinquent if costs are not paid by December 31 of the year assessed.

**Eagle Tree Ridge** - The streets of the development are in and were well constructed. The contractor was excellent to work with. They are trying to get the final plat recorded so they can start the housing development. Utilities Director, Fire Chief and Public Works director must sign off accepting infrastructure as constructed or have bond in place for it all. Most people do not bond them, and we are waiting for punch list items for utilities to be addressed before recording. In talking with the contractor, he hopes to meet with them soon and try to wrap those items up. The developer would like to be building units in July.

**Wayfinding signage** – We have a few design layouts, and at the request of Parks, they have sent some actual color samples. Parks has some concerns with the color suggested for them and I have asked Arcturis for a green recommendation for the park sign. They are taking the layouts to their board at the

upcoming meeting, and we will take it to CID's upcoming meeting. We will bring the report and recommendations to council following.

**E. Rollins TAP grant** – B&W continuing survey work on the South side. Design will likely be a few months with all of the work on the table for engineering firms. I would hesitate to try and bid it and squeeze it in at the end of the calendar year. I anticipate a late winter February 2024 bid, with construction summer of 2024.

**ARPA Stormwater** - DNR has asked for numerous documents from Bartlett & West and Barr engineering prior to approving their agreement. These have been submitted and we hope they complete their review soon so we can get to work on planning efforts for this area.

**East Park School** - As you know the school board voted to demo the building, however someone discovered that in the school by-laws, they are required to take certain things, including demolition of a school structure to the planning commission for review and recommendation. As P&Z doesn't really have authority over the school's decision based on our municipal ordinance, the school board could vote to overturn the recommendation. As the board has already approved the demo, it would seem the point is moot, but is more of a formality to follow their by-laws. They are making applications and will have this before the July P&Z meeting.

### **Public Works**

**Staffing** – We currently have two full-time positions open in the street department, one has been ongoing, while one was recently vacated. We have one part-time position open there as well. We will be working with personnel to try and fill these positions, however in the \$13 (part-time) & \$15 (full-time) hourly range, it's difficult to find reliable candidates.

**Waste Management** – I have requested this month's scale tickets to check truck weight on our streets. They are limited to 54,000 lbs., and in previous months had some up as high as 67,000 lbs. Our side streets are getting destroyed. I have sent them pictures of the damage and the trucks stopping close to the edge of the street vs. staying out closer to the middle. The site manager Dan Goulder has been very willing to try and find solutions and work with us, however if we continue to see truck weights over the limit, we may need to consider what our options are on seeking damage costs for our streets. We have no way to weigh them on the streets where we could seek fines.

**Infill Housing Development** – We continue to see much interest in our available infill lots. Construction has started on the 8 house Uptown Development project between 4th & 5th street on Franklin. These placed on the fringe of the depot district will be interesting to see how they do, and the partnership with local churches for greenspace will be interesting to see how it works out. The developer will be setting up a temporary construction trailer with the name of the development on it. They will be locating it at the North end of the old City Parking lot adjacent to the lots.

**Demolition & Property Maintenance** – The three emergency properties are nearly complete. The City locations are done, and the owner of the 1625 S. Morley location is making substantial progress on completing that location. The City has some expenses against it as well for cleanup of exterior and asbestos testing. We will invoice the owner and if not paid in 30 days, put the cost against the property as a tax bill. As we close in on the upcoming fiscal year, we have several properties that we have disconnected utilities from, had asbestos tested and some abated already. We will be looking to bid them out soon after July 1<sup>st</sup>.

**Airport**

ExcelAir8 has their new 80’x 80’ hangar going up, walls are up, and the side metal is nearly completed. They have been continuing to have a steady stream of customers renting or training in their aircraft. They are currently renting space in our main hangar for their planes but should have them into their new hangar by the end of the month. Fuel sales are up, we have more business jets stopping through for fuel, we sold 990 gallons of jet A to one customer this week. Outline & Associates is pressing to get the plans completed for the two-story office renovation work. The basic outline will be the same as you have seen before, but the current plans will include all the details for electrical, HVAC, plumbing & materials.

**Cemetery Department**

Kathy Conley is making good progress on getting old data into an electronic format. Much of the old information is handwritten and very poor handwriting. We will have to do extensive footwork to put eyes on headstones to confirm names and locations and finish this process.

We will be requesting some additional surveying in the upcoming budget to add more survey pins and markers so that staff can better measure out and identify locations. Several of the sections do not have good markers and staff are having to pull measurements off distant locations which makes it difficult to layout burial sites, especially for people filling in when primary staff is on vacation. We also need to layout a plat for the area we cleared with the GPR which should add a couple hundred burial lots.

There was one (1) grave lot sold; two (2) graves opened; and one (1) monument permits sold during the month of May.

**B. Planning & Zoning Commission**

The Planning and Zoning Commission for the City of Moberly held a meeting May 30, 2023.

1. Notice of Public Hearing for a conditional use permit and a site plan review submitted by Devin Snodgrass on behalf of Melissa Anderson to build an Animal House Pet Care Facility located at 1120 South Morley St. This property is currently zoned B-3 (General Commercial District).
2. Notice of Public Hearing for a site plan review submitted by Devin Snodgrass on behalf of Edge Aviation to make improvements, outdoor storage and drive and parking additions to his private hangar located at 1225 Aviator Ln., Omar N. Bradley Regional Airport. This property is currently zoned M-1 (Industrial District).

**C. Code Enforcement**

**Month of May: Mark**

- 37 Inspection and reinspection’s
- Drove checking on violations
- Sent out letters on violations

**Month of May: David**

- Planning & Zoning
- Commercial Inspections

- Residential New Construction Inspections 40%
- Residential Remodel Inspections 5%
- Office File System Organized 3%
- Letters of City Violations 15%
- Calling and answering residents on complaints 5%
- Discussing Codes with Contractors & Residents that come in 2%

**Month of May: Aaron**

- Planning & Zoning 5%
- Building Inspections & Review of Plans 30%
- Historic Preservation Reviews & information 5%
- New Code Review information 10%
- Nuisance complaints 50%

City of Moberly - Street Department  
May-23

MAINTENANCE FACILITY					
	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	22	0	138	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	29	0	0	0	\$0.00
Winter Weather Equipment Preparations	0	0	0	0	\$0.00
ROADS & ALLEYWAYS					
	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	0	0	0	0	\$0.00
Catch Basin Maintenance	16	0	1	0	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	32	0	3	0	\$0.00
Culvert Installation	0	0	0	0	\$0.00
Curb Repair	32	0	0	0	\$0.00
Ditch Maintenance	16	0	0	0	\$0.00
Ice & Snow Removal	0	0	0	0	\$0.00
Milling	7	0	0	0	\$0.00
Mowing, Right-Of-Ways	120	0	0	0	\$0.00
Rock Loaded/Hauled	0	0	0	0	\$0.00

Street Repair & Maintenance	424	0	8.5	0	\$0.00	#16.
Street Sign Maintenance	16	0	0	0	\$0.00	
Street Sweeper Operation	6	0	3	0	\$0.00	
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00	
Weedeating & Brush Removal, Alleys	4	0	2	0	\$0.00	
Weedeating & Brush Removal, Streets	18	0	6	0	\$0.00	
Weedkiller Application, Alleys	0	0	0	0	\$0.00	
Weedkiller Application, Streets	14	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	770	0	0	0	\$0.00	
Mowing, City Lots	125	0	0	0	\$0.00	
Outer Road Fill Dump Site Grading	28	0	0	0	\$0.00	
Sidewalk Maintenance	84	0	0	0	\$0.00	
Trash Removal & Clean-Up, Downtown	18	0	77	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	16	0	0	0	\$0.00	
Building Maintenance	0	0	0	0	\$0.00	
Cemetery Maintenance	480	0	0	0	\$0.00	
Grounds Maintenance	2	0	0	0	\$0.00	
Landfill Maintenance	0	0	0	0	\$0.00	
Maintenance Facility Maintenance	0	0	0	0	\$0.00	
Wash Trucks & Equipment	8	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>						
	136	<b>Units</b>	<b>Hours</b>			

Routine Service	17	29
Maintenance And Repair	22	88

#16.

**To:** Moberly City Council; Brian Crane, City Manager  
**From:** Greg Hodge, Director of Finance *GH*  
**Subject:** Monthly Report – May 2023

**General Information**

- ✦ Sales and use tax revenues remain ahead of last year, details are below.
- ✦ Health Trust claims and pharmaceuticals were below normal this month, allowing the fund balance to regain some lost ground.
- ✦ As you know, I am retiring June 30, and Matt Douglass will succeed me effective July 1. During my tenure as Finance Director, I have had the opportunity to work with numerous City Council members and City staff members, and all have been top notch. The job has been very demanding at times, but trial by fire only hardens the resolve to make positive things happen. I see nothing but great things coming for Moberly, all due to the vision and team effort of Council and staff. I'm proud to have played a part in the progress made over the past 21 years, and I have ultimate confidence that successful progress will continue for Moberly for years to come. I leave the Finance Department in excellent hands and feel confident that the staff will do great things under Matt's leadership in the years to come.

**Sales Tax Revenues**

Charts for each sales and use tax fund are included for your review. Below are the comparisons of current YTD to prior YTD.

General Fund	+4.48%	Parks	+4.31%	Capital Improvement	+4.33%
Transportation	+4.36%	Use Tax	+22.92%	Downtown CID	+5.86%

**Employee Health Insurance**

Health claims	\$36,255.98	Pharmaceutical claims	\$4,648.01
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**Health Insurance Contributions & Budget**

Health Trust Contribution This Month	HSA Contributions This Month	Total Contributions This Month	Annual Budget	Budget Remaining
\$110,781.55	\$5,000.00	\$115,781.55	\$1,544,931.28	\$360,255.60

**Health Trust Fund Cash Balance**

	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
July	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58	\$350,783.18	\$516,952.83	\$396,277.33
August	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52	\$353,291.19	\$476,840.46	\$425,417.39
September	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95	\$358,230.40	\$516,375.33	\$406,745.91
October	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66	\$361,082.82	\$497,118.03	\$435,605.63
November	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25	\$359,913.42	\$422,918.21	\$355,851.03
December	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89	\$341,280.69	\$417,269.79	\$153,538.63
January	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79	\$436,448.97	\$339,146.79	\$140,640.39
February	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27	\$462,855.81	\$372,877.42	\$312,434.63
March	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37	\$481,687.90	\$422,345.19	\$290,958.93
April	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28	\$520,587.99	\$271,965.89	\$228,595.23
May	\$762,796.66	\$608,960.67	\$543,627.95	\$309,247.58	\$473,770.32	\$338,672.63	\$337,349.11
June	\$807,724.83	\$569,163.71	\$512,223.04	\$360,812.59	\$519,861.25	\$358,399.51	

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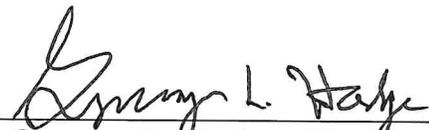
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TO THE HONORABLE MAYOR  
and  
CITY COUNCIL  
of the  
CITY OF MOBERLY, MISSOURI



Per RSMo 78.620 I have hereby filed an itemized statement of receipts and expenditures with the City Clerk for your review upon request.

I submit herein a summary of the business transactions for the month of May 2023.

  
\_\_\_\_\_  
Gregory L. Hodge, City Treasurer

### City of Moberly Cash Balance Report - May 2023

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	2,675,854.06	676,105.16	560.00	569,222.63	20,833.33	2,762,463.26
102	Non-Resident Lodging Tax	198,596.62	3,885.42	-	7,100.00	-	195,382.04
105	Payroll	568,316.06	1,827.08	-	1,643.79	-	568,499.35
110	Solid Waste	821,480.68	100,098.40	-	101,199.66	-	820,379.42
114	Heritage Hills Golf Course	-	1,846.32	15,174.31	17,020.63	-	-
115	Parks and Recreation	17,916.67	572,544.59	-	261,171.57	366,358.33	(37,068.64)
116	Park Sales Tax	696,199.62	124,421.52	351,184.02	-	-	1,171,805.16
120	Airport	(261,958.46)	17,900.47	-	18,733.41	-	(262,791.40)
125	Perpetual Care Cemetery Sales	11,432.23	1,000.00	-	-	-	12,432.23
126	Perpetual Care Cemetery Investment	541,098.55	1,776.33	-	-	-	542,874.88
135	ARPA Grant Fund	2,647,618.94	8,511.85	-	-	560.00	2,655,570.79
137	Use Tax Trust	254,829.89	819.25	-	-	-	255,649.14
140	Veterans Memorial Flag Project	41,104.13	846.44	-	2,059.68	-	39,890.89
300	Utilities Collection	-	363,704.93	268,308.78	37,327.35	594,686.36	-
301	Utilities Operation and Maintenance	40,597.24	-	461,186.47	449,315.85	-	52,467.86
302	Utilities Replacement	725,158.58	-	4,125.00	-	-	729,283.58
303	Utilities Operating Reserve	1,113,890.29	6,043.00	415.70	6,333.49	268,308.78	845,706.72
306	Utilities Consumer Security	207,488.97	-	-	339.48	-	207,149.49
307	Sugar Creek Lake Fund	63,880.79	271.37	-	-	-	64,152.16
314	Route JJ Sewer Extension Fund	(366,806.89)	-	-	1,970.00	-	(368,776.89)
350	EDA Grant Projects Fund	(1,066,087.29)	-	-	263,515.40	-	(1,329,602.69)
377	2004B SRF Bonds Debt Service	1,247,787.83	4,011.52	42,772.34	38,124.15	-	1,256,447.54
378	2006A SRF Bonds Debt Service	1,851,644.70	5,952.87	35,728.54	27,861.38	-	1,865,464.73
379	2004C Bond Debt Service	176,196.75	566.46	29,859.58	26,465.87	-	180,156.92
380	2008A Bonds Debt Service	124,243.32	399.43	15,051.85	37,579.07	-	102,115.53
381	ESP Projects Debt Service	126,213.23	405.76	50,458.31	-	-	177,077.30
	Escrow	1,026,212.66	-	-	-	-	1,026,212.66
	Total CWWSS (funds 300-381 + escrow)	5,270,420.18	381,355.34	907,906.57	888,832.04	862,995.14	4,807,854.91
304	Capital Improvement Trust	866,837.63	114,545.77	-	23,595.15	54,994.76	902,793.49
400	911 Emergency Telephone	15,171.17	19,770.66	20,833.33	44,085.55	-	11,689.61
406	Inmate Security Fund	15,703.36	92.48	-	-	-	15,795.84
408	Police Forfeiture Fund	-	-	-	-	-	-
600	Transportation Trust	2,622,590.89	121,442.23	-	38,403.56	-	2,705,629.56
601	Street Improvement	658,727.58	41,057.15	-	10,014.95	-	689,769.78
900	MODAG Grant/Loan	22,325.16	71.77	-	-	-	22,396.93
901	Misc. Project Residuals	153,733.40	494.24	-	-	-	154,227.64
903	Ameren MO Solar Rebates	346,985.66	-	-	1,719.49	-	345,266.17

**City of Moberly Cash Balance Report - May 2023**

<b>Fund #</b>	<b>Fund Name</b>	<b>Beginning Cash Balance</b>	<b>Revenues</b>	<b>Transfers In</b>	<b>Expenditures</b>	<b>Transfers Out</b>	<b>Ending Cash Balance</b>
904	Hometown Strong Fund	-	-	-	-	-	-
905	Retail Consulting Fund	17,002.42	54.66	-	-	-	17,057.08
906	Solar Systems Settlement Fund	762,434.72	-	-	3,910.33	-	758,524.39
908	Railcar Preservation Fund	658.38	2.12	-	-	-	660.50
909	Lucille Manor CDBG Reimbursement	284,237.98	913.80	-	-	-	285,151.78
911	Downtown CID Sales Tax	159,462.72	12,177.00	-	-	-	171,639.72
912	Downtown CID Property Tax	381,030.78	3,378.63	-	23,128.50	1,733.84	359,547.07
914	Downtown NID Cost of Issuance	-	-	-	-	-	-
915	Downtown NID Street Projects	137,005.59	-	-	-	-	137,005.59
916	Downtown NID Sewer Projects	1,516,994.41	-	-	-	-	1,516,994.41
918	Downtown NID Debt Service	68,487.38	220.18	11,817.17	-	-	80,524.73
995	Health Trust	228,595.23	202,934.06	-	94,180.18	-	337,349.11
995	Investments	-	-	-	-	-	-
	Total Health Trust	228,595.23	202,934.06	-	94,180.18	-	337,349.11
	<b>Total Cash</b>	<b>21,740,893.63</b>	<b>2,410,092.92</b>	<b>1,307,475.40</b>	<b>2,106,021.12</b>	<b>1,307,475.40</b>	<b>22,044,965.43</b>

### City of Moberly Budget Comparison Report - May 2023

		Percentage of Year Completed								91.67%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	676,665.16	8,519,768.46	9,431,789.14	90.33%	622,900.34	7,730,388.67	9,431,789.14	81.96%	
102	Non-Resident Lodging Tax	3,885.42	97,535.00	100,900.00	96.67%	7,100.00	82,861.67	100,000.00	82.86%	
105	Payroll	1,827.08	14,302.03	0.00	0.00%	1,406.29	-4,488.12	0.00	0.00%	
110	Solid Waste	100,098.40	1,195,965.36	1,093,900.00	109.33%	97,921.17	1,119,112.51	1,073,840.75	104.22%	
114	Heritage Hills Golf Course	17,020.63	315,606.56	246,134.01	128.23%	17,020.63	315,606.56	246,134.01	128.23%	
115	Parks and Recreation	206,186.26	3,239,258.60	3,344,585.83	96.85%	206,816.26	3,239,258.60	3,344,585.83	96.85%	
116	Park Sales Tax	124,421.52	2,093,723.15	1,628,000.00	128.61%	-351,184.02	2,067,793.01	2,415,969.84	85.59%	
120	Airport	17,900.47	337,244.92	635,557.18	53.06%	19,028.60	544,360.80	635,557.18	85.65%	
125	Perpetual Care Cemetery Sales	1,000.00	11,723.00	25,000.00	46.89%	0.00	0.00	25,000.00	0.00%	
126	Perpetual Care Cemetery Investment	1,776.33	13,874.88	28,000.00	49.55%	0.00	0.00	3,000.00	0.00%	
135	ARPA Grant Fund	8,511.85	1,500,230.65	1,374,405.28	109.15%	560.00	23,228.00	300,000.00	7.74%	
140	Veterans Memorial Flag Project	846.44	3,409.90	3,300.00	103.33%	2,059.68	2,381.32	3,000.00	79.38%	
300	Utilities Collection	632,013.71	6,714,209.81	7,814,333.91	85.92%	630,458.96	6,725,477.91	7,814,333.91	86.07%	
301	Utilities Operation and Maintenance	461,186.47	4,594,112.89	5,661,664.64	81.14%	461,186.47	4,594,112.89	5,661,664.64	81.14%	
302	Utilities Replacement	4,125.00	45,375.00	49,500.00	91.67%	0.00	27,130.00	0.00	0.00%	
303	Utilities Operating Reserve	6,458.70	338,950.12	175,568.75	193.06%	274,642.27	890,602.61	437,535.82	203.55%	
304	Capital Improvement Trust	114,545.77	1,359,903.01	1,422,000.00	95.63%	78,589.91	826,515.43	814,206.41	101.51%	
307	Sugar Creek Lake Fund	271.37	3,210.46	2,300.00	139.59%	0.00	0.00	0.00	0.00%	
314	Route JJ Sewer Extension Fund	0.00	0.00	1,464,148.00	0.00%	1,970.00	145,752.26	1,464,148.00	9.95%	
350	EDA Grant Projects Fund	0.00	0.00	6,128,287.00	0.00%	263,515.40	907,473.02	6,128,287.00	14.81%	
377	2004B SRF Bonds Debt Service	46,783.86	501,689.40	519,868.13	96.50%	38,124.15	425,548.75	907,243.75	46.91%	
378	2006A SRF Bonds Debt Service	41,681.41	439,108.54	438,342.50	100.17%	27,861.38	315,338.22	836,175.00	37.71%	
379	2004C Bond Debt Service	30,426.04	332,648.14	358,795.00	92.71%	26,465.87	297,292.18	326,650.00	91.01%	
380	2008A Bonds Debt Service	15,451.28	168,246.38	180,922.16	92.99%	37,579.07	157,364.56	164,911.05	95.42%	
381	ESP Projects Debt Service	50,864.07	558,799.48	606,199.74	92.18%	0.00	541,363.40	551,363.40	98.19%	
400	911 Emergency Telephone	40,603.99	516,242.79	532,480.00	96.95%	46,413.18	588,349.91	646,139.37	91.06%	
406	Inmate Security Fund	92.48	924.57	810.00	114.14%	0.00	0.00	0.00	0.00%	
600	Transportation Trust	121,442.23	1,447,730.45	1,436,700.00	100.77%	38,403.56	967,113.51	1,279,059.00	75.61%	
601	Street Improvement	41,057.15	823,227.26	500,000.00	164.65%	10,014.95	211,541.32	675,275.00	31.33%	
903	Ameren MO Solar Rebates	0.00	11,827.50	0.00	0.00%	1,719.49	18,914.39	0.00	0.00%	
904	Hometown Strong Fund	0.00	0.00	0.00	0.00%	0.00	100,000.00	0.00	0.00%	

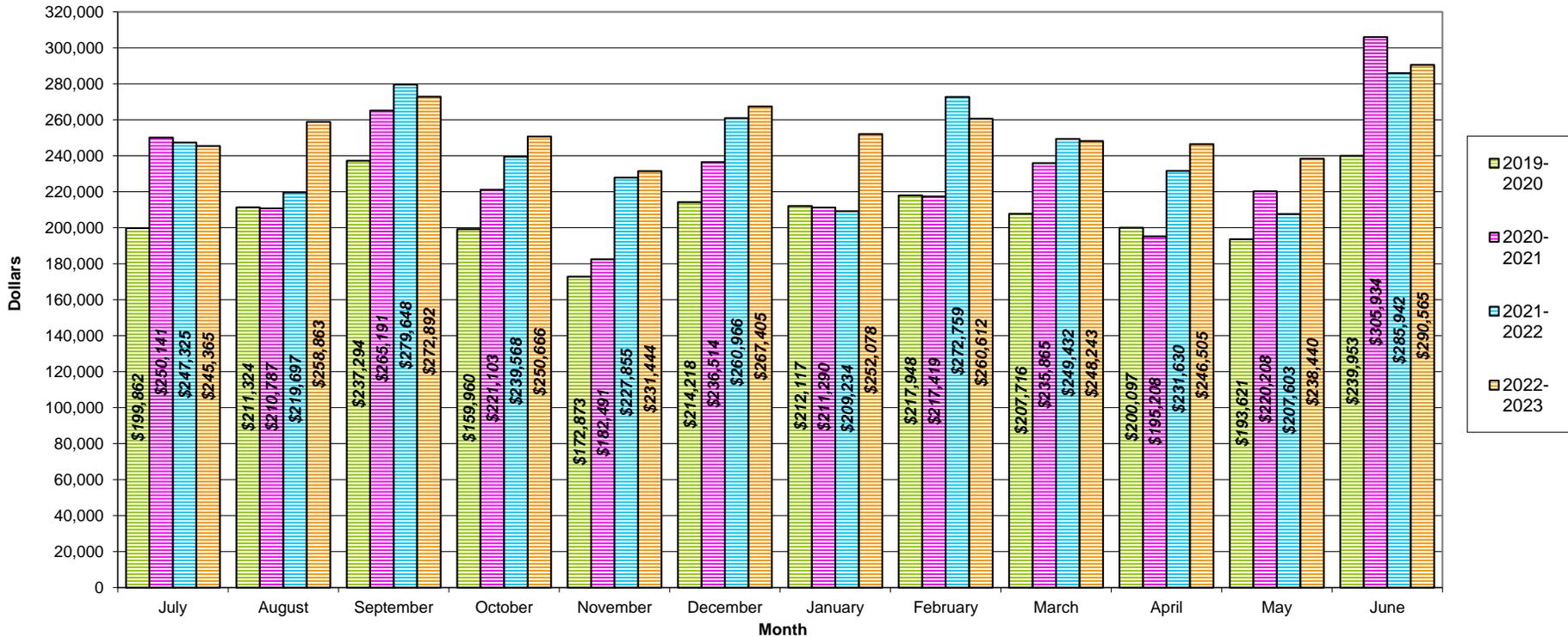
**City of Moberly Budget Comparison Report - May 2023**

		Percentage of Year Completed								91.67%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
905	Retail Consulting Fund	54.66	5,409.44	0.00	0.00%	0.00	0.00	0.00	0.00%	
906	Solar Systems Settlement Fund	0.00	0.00	0.00	0.00%	3,910.33	43,013.63	0.00	0.00%	
908	Railcar Preservation Fund	2.12	16.70	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	913.80	31,624.70	24,325.00	130.01%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	12,177.00	103,994.93	101,680.00	102.28%	0.00	58,834.56	101,300.00	58.08%	
912	Downtown CID Property Tax	3,378.63	248,681.77	215,000.00	115.67%	24,862.34	198,605.89	202,616.08	98.02%	
914	Downtown NID Cost of Issuance	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
915	Downtown NID Street Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
916	Downtown NID Sewer Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
918	Downtown NID Debt Service	12,037.35	131,997.34	143,006.04	92.30%	0.00	128,914.60	128,914.60	100.00%	
995	Health Trust	202,934.06	1,867,452.06	0.00	0.00%	94,180.18	1,892,414.13	0.00	0.00%	
<b>TOTALS</b>		<b>2,998,640.71</b>	<b>37,588,025.25</b>	<b>45,687,502.31</b>	<b>82.27%</b>	<b>2,683,526.46</b>	<b>35,182,176.19</b>	<b>45,718,699.78</b>	<b>76.95%</b>	

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

	2019-2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	7.97%	\$199,862	-17.31%	-17.31%	9.09%	\$250,141	25.16%	25.16%	8.44%	\$247,325	-1.13%	-1.13%	8.01%	\$245,365	-0.79%	-0.79%
August	8.43%	\$211,324	12.94%	-4.11%	7.66%	\$210,787	-0.25%	12.10%	7.49%	\$219,697	4.23%	1.32%	8.45%	\$258,863	17.83%	7.97%
September	9.47%	\$237,294	-3.45%	-3.87%	9.64%	\$265,191	11.76%	11.97%	9.54%	\$279,648	5.45%	2.83%	8.91%	\$272,892	-2.42%	4.08%
October	7.95%	\$199,259	7.64%	-1.39%	8.03%	\$221,103	10.96%	11.73%	8.17%	\$239,568	8.35%	4.12%	8.18%	\$250,666	4.63%	4.21%
November	6.90%	\$172,873	6.55%	-0.13%	6.63%	\$182,491	5.56%	10.69%	7.77%	\$227,855	24.86%	7.47%	7.56%	\$231,444	1.58%	3.72%
December	8.55%	\$214,218	-3.25%	-0.68%	8.59%	\$236,514	10.41%	10.64%	8.90%	\$260,966	10.34%	7.97%	8.73%	\$267,405	2.47%	3.50%
January	8.46%	\$212,117	2.23%	-0.27%	7.68%	\$211,290	-0.39%	9.02%	7.14%	\$209,234	-0.97%	6.77%	8.23%	\$252,078	20.48%	5.61%
February	8.70%	\$217,948	2.24%	0.05%	7.90%	\$217,419	-0.24%	7.81%	9.30%	\$272,759	25.45%	9.03%	8.51%	\$260,612	-4.45%	4.20%
March	8.29%	\$207,716	2.51%	0.32%	8.57%	\$235,865	13.55%	8.45%	8.51%	\$249,432	5.75%	8.65%	8.10%	\$248,243	-0.48%	3.67%
April	7.98%	\$200,097	-4.84%	-0.20%	7.09%	\$195,208	-2.44%	7.40%	7.90%	\$231,630	18.66%	9.53%	8.05%	\$246,505	6.42%	3.94%
May	7.73%	\$193,621	1.22%	-0.08%	8.00%	\$220,208	13.73%	7.94%	7.08%	\$207,603	-5.72%	8.16%	7.78%	\$238,440	14.85%	4.79%
June	9.57%	\$239,953	10.55%	0.85%	11.12%	\$305,934	27.50%	9.81%	9.75%	\$285,942	-6.53%	6.52%	9.49%	\$290,565	1.62%	4.48%
<b>Total</b>	<b>100.00%</b>	<b>\$2,506,282</b>			<b>100.00%</b>	<b>\$2,752,151</b>			<b>100.00%</b>	<b>\$2,931,659</b>			<b>100.00%</b>	<b>\$3,063,077</b>		

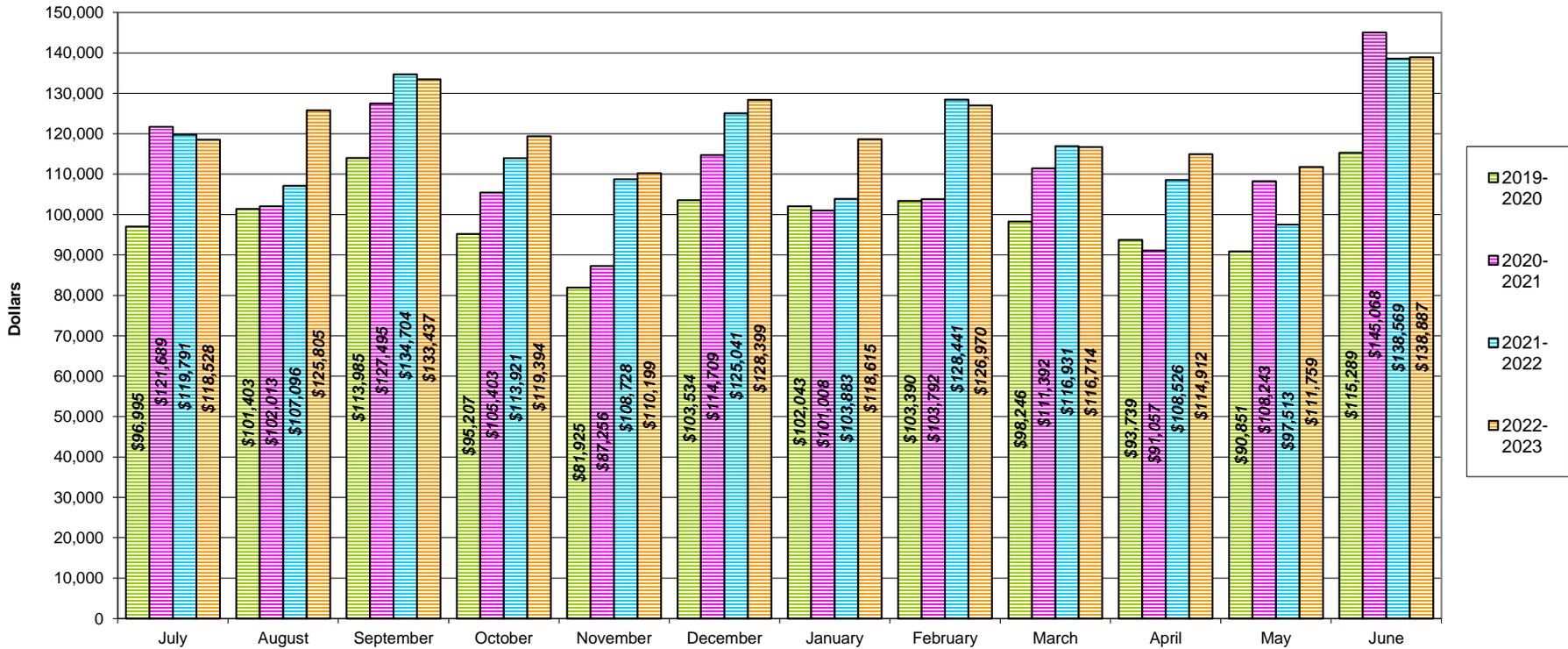
**Annual Comparison by Month**



**City of Moberly  
One-Half Percent (1/2%) Parks Fund Sales Tax Analysis**

	2019-2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	8.54%	\$119,791	-1.56%	-1.56%	#VALUE!	\$118,528	-1.05%	-1.05%
August	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	7.63%	\$107,096	4.98%	1.42%	#VALUE!	\$125,805	17.47%	7.69%
September	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	9.60%	\$134,704	5.65%	2.96%	#VALUE!	\$133,437	-0.94%	4.47%
October	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	8.12%	\$113,921	8.08%	4.14%	#VALUE!	\$119,394	4.80%	4.55%
November	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	7.75%	\$108,728	24.61%	7.43%	#VALUE!	\$110,199	1.35%	3.96%
December	8.65%	\$103,534	17.42%	3.20%	8.70%	\$114,709	10.79%	11.05%	8.91%	\$125,041	9.01%	7.70%	#VALUE!	\$128,399	2.69%	3.73%
January	8.53%	\$102,043	-15.02%	0.05%	7.66%	\$101,008	-1.01%	9.28%	7.40%	\$103,883	2.85%	7.06%	#VALUE!	\$118,615	14.18%	5.07%
February	8.64%	\$103,390	3.00%	0.42%	7.87%	\$103,792	0.39%	8.13%	9.15%	\$128,441	23.75%	9.06%	#VALUE!	\$126,970	-1.14%	4.22%
March	8.21%	\$98,246	3.21%	0.72%	8.44%	\$111,392	13.38%	8.70%	8.33%	\$116,931	4.97%	8.59%	#VALUE!	\$116,714	-0.19%	3.73%
April	7.83%	\$93,739	-4.21%	0.23%	6.90%	\$91,057	-2.86%	7.61%	7.73%	\$108,526	19.18%	9.50%	#VALUE!	\$114,912	5.88%	3.93%
May	7.59%	\$90,851	1.52%	0.34%	8.21%	\$108,243	19.14%	8.58%	6.95%	\$97,513	-9.91%	7.71%	#VALUE!	\$111,759	14.61%	4.76%
June	9.63%	\$115,289	9.85%	1.18%	11.00%	\$145,068	25.83%	10.24%	9.88%	\$138,569	-4.48%	6.37%	#VALUE!	\$138,887	0.23%	4.31%
<b>Total</b>	<b>100.00%</b>	<b>\$1,196,607</b>			<b>100.00%</b>	<b>\$1,319,125</b>			<b>100.00%</b>	<b>\$1,403,145</b>			<b>#VALUE!</b>			

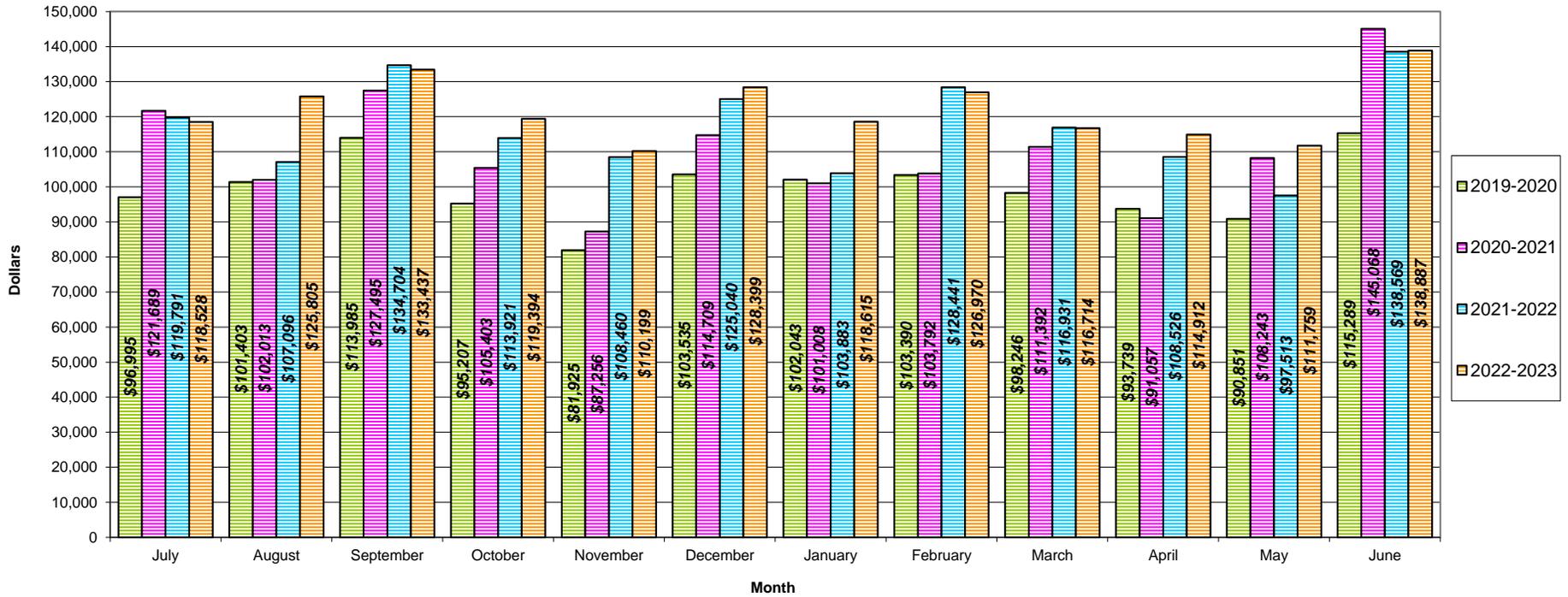
**Annual Comparison by Month**



**City of Moberly  
One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis**

	2019-2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	8.54%	\$119,791	-1.56%	-1.56%	8.10%	\$118,528	-1.05%	-1.05%
August	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	7.63%	\$107,096	4.98%	1.42%	8.60%	\$125,805	17.47%	7.69%
September	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	9.60%	\$134,704	5.65%	2.96%	9.12%	\$133,437	-0.94%	4.47%
October	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	8.12%	\$113,921	8.08%	4.14%	8.16%	\$119,394	4.80%	4.55%
November	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	7.73%	\$108,460	24.30%	7.38%	7.53%	\$110,199	1.60%	4.01%
December	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,709	10.79%	11.05%	8.91%	\$125,040	9.01%	7.66%	8.77%	\$128,399	2.69%	3.77%
January	8.53%	\$102,043	1.96%	0.03%	7.66%	\$101,008	-1.01%	9.28%	7.41%	\$103,883	2.85%	7.02%	8.10%	\$118,615	14.18%	5.10%
February	8.64%	\$103,390	3.04%	0.41%	7.87%	\$103,792	0.39%	8.13%	9.16%	\$128,441	23.75%	9.03%	8.68%	\$126,970	-1.14%	4.25%
March	8.21%	\$98,246	3.21%	0.71%	8.44%	\$111,392	13.38%	8.70%	8.34%	\$116,931	4.97%	8.57%	7.97%	\$116,714	-0.19%	3.76%
April	7.83%	\$93,739	-4.17%	0.23%	6.90%	\$91,057	-2.86%	7.61%	7.74%	\$108,526	19.18%	9.47%	7.85%	\$114,912	5.88%	3.96%
May	7.59%	\$90,851	1.52%	0.33%	8.21%	\$108,243	19.14%	8.58%	6.95%	\$97,513	-9.91%	7.69%	7.64%	\$111,759	14.61%	4.78%
June	9.63%	\$115,289	9.85%	1.18%	11.00%	\$145,068	25.83%	10.24%	9.88%	\$138,569	-4.48%	6.35%	9.49%	\$138,887	0.23%	4.33%
<b>Total</b>	<b>100.00%</b>	<b>\$1,196,609</b>			<b>100.00%</b>	<b>\$1,319,126</b>			<b>100.00%</b>	<b>\$1,402,876</b>			<b>100.00%</b>	<b>\$1,463,619</b>		

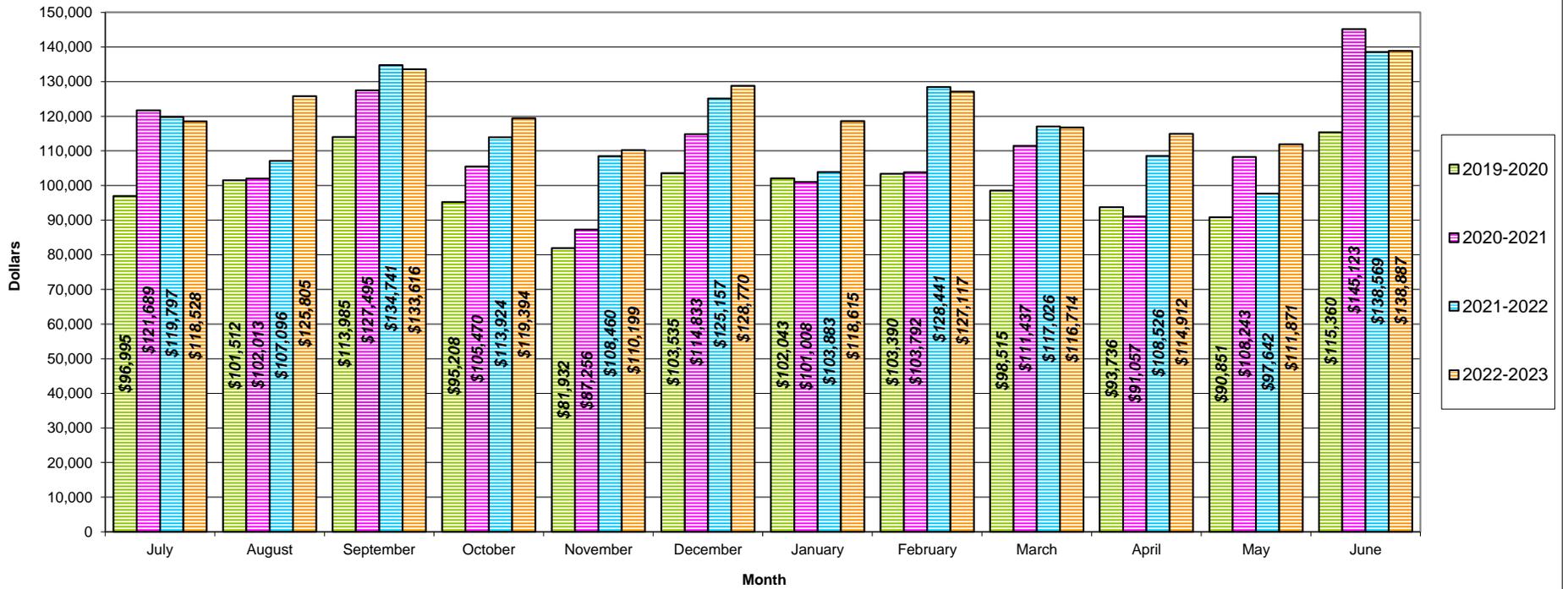
**Annual Comparison by Month**



**City of Moberly  
One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis**

	2019-2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.10%	\$96,995	-16.56%	-16.56%	9.22%	\$121,689	25.46%	25.46%	8.54%	\$119,797	-1.55%	-1.55%	8.09%	\$118,528	-1.06%	-1.06%
August	8.48%	\$101,512	14.32%	-3.19%	7.73%	\$102,013	0.49%	12.69%	7.63%	\$107,096	4.98%	1.43%	8.59%	\$125,805	17.47%	7.69%
September	9.52%	\$113,985	-2.80%	-3.05%	9.66%	\$127,495	11.85%	12.39%	9.60%	\$134,741	5.68%	2.97%	9.12%	\$133,616	-0.83%	4.51%
October	7.95%	\$95,208	8.16%	-0.64%	7.99%	\$105,470	10.78%	12.01%	8.12%	\$113,924	8.02%	4.14%	8.15%	\$119,394	4.80%	4.58%
November	6.84%	\$81,932	7.44%	0.62%	6.61%	\$87,256	6.50%	11.09%	7.73%	\$108,460	24.30%	7.37%	7.53%	\$110,199	1.60%	4.03%
December	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,833	10.91%	11.06%	8.92%	\$125,157	8.99%	7.65%	8.79%	\$128,770	2.89%	3.83%
January	8.52%	\$102,043	1.82%	0.01%	7.66%	\$101,008	-1.01%	9.29%	7.40%	\$103,883	2.85%	7.01%	8.10%	\$118,615	14.18%	5.15%
February	8.64%	\$103,390	3.04%	0.39%	7.87%	\$103,792	0.39%	8.13%	9.15%	\$128,441	23.75%	9.03%	8.68%	\$127,117	-1.03%	4.31%
March	8.23%	\$98,515	3.37%	0.71%	8.45%	\$111,437	13.12%	8.68%	8.34%	\$117,026	5.02%	8.57%	7.97%	\$116,714	-0.27%	3.80%
April	7.83%	\$93,736	-4.18%	0.23%	6.90%	\$91,057	-2.86%	7.59%	7.73%	\$108,526	19.18%	9.47%	7.85%	\$114,912	5.88%	3.99%
May	7.59%	\$90,851	1.52%	0.33%	8.20%	\$108,243	19.14%	8.56%	6.96%	\$97,642	-9.79%	7.70%	7.64%	\$111,871	14.57%	4.81%
June	9.64%	\$115,360	9.87%	1.18%	11.00%	\$145,123	25.80%	10.22%	9.87%	\$138,887	-4.52%	6.35%	9.48%	\$138,887	0.23%	4.36%
<b>Total</b>	<b>100.00%</b>	<b>\$1,197,062</b>			<b>100.00%</b>	<b>\$1,319,415</b>			<b>100.00%</b>	<b>\$1,403,262</b>			<b>100.00%</b>	<b>\$1,464,428</b>		

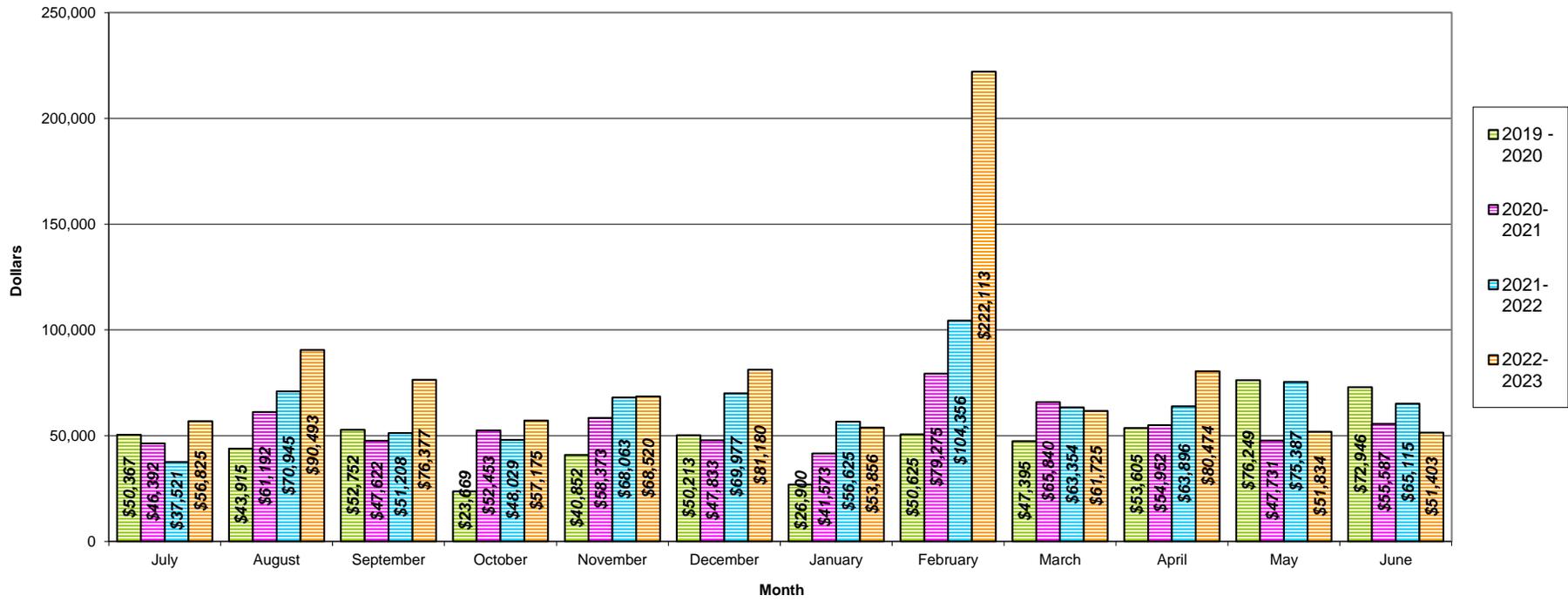
**Annual Comparison by Month**



**City of Moberly  
Two & One-Half Percent (2-1/2%) Use Tax Analysis**

	2019 - 2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.54%	\$50,367	8.33%	8.33%	7.04%	\$46,392	-7.89%	-7.89%	4.84%	\$37,521	-19.12%	-19.12%	5.97%	\$56,825	51.45%	51.45%
August	7.45%	\$43,915	-15.49%	-4.24%	9.29%	\$61,192	39.34%	14.11%	9.16%	\$70,945	15.94%	0.82%	9.51%	\$90,493	27.55%	35.82%
September	8.95%	\$52,752	90.99%	16.62%	7.23%	\$47,622	-9.73%	5.56%	6.61%	\$51,208	7.53%	2.88%	8.02%	\$76,377	49.15%	40.10%
October	4.02%	\$23,669	-14.91%	10.92%	7.96%	\$52,453	121.61%	21.65%	6.20%	\$48,029	-8.44%	0.02%	6.01%	\$57,175	19.04%	35.23%
November	6.93%	\$40,852	-25.03%	1.52%	8.86%	\$58,373	42.89%	25.75%	8.79%	\$68,063	16.60%	3.66%	7.20%	\$68,520	0.67%	26.70%
December	8.52%	\$50,213	26.92%	5.57%	7.26%	\$47,833	-4.74%	19.90%	9.04%	\$69,977	46.30%	10.16%	8.53%	\$81,180	16.01%	24.54%
January	4.56%	\$26,900	-41.60%	-1.82%	6.31%	\$41,573	54.55%	23.13%	7.31%	\$56,625	36.21%	13.20%	5.66%	\$53,856	-4.89%	20.39%
February	8.59%	\$50,625	-5.09%	-2.32%	12.03%	\$79,275	56.59%	28.12%	13.47%	\$104,356	31.64%	16.56%	23.33%	\$222,113	112.84%	39.43%
March	8.04%	\$47,395	-19.65%	-4.84%	9.99%	\$65,840	38.92%	29.45%	8.18%	\$63,354	-3.78%	13.89%	6.48%	\$61,725	-2.57%	34.77%
April	9.09%	\$53,605	47.24%	-0.55%	8.34%	\$54,952	2.51%	26.17%	8.25%	\$63,896	16.28%	14.13%	8.45%	\$80,474	25.95%	33.88%
May	12.93%	\$76,249	139.75%	8.85%	7.24%	\$47,731	-37.40%	16.78%	9.73%	\$75,387	57.94%	17.59%	5.44%	\$51,834	-31.24%	26.96%
June	12.37%	\$72,946	46.93%	12.46%	8.44%	\$55,587	-23.80%	11.76%	8.41%	\$65,115	17.14%	17.55%	5.40%	\$51,403	-21.06%	22.92%
<b>Total</b>	<b>100.00%</b>	<b>\$589,488</b>			<b>100.00%</b>	<b>\$658,823</b>			<b>100.00%</b>	<b>\$774,475</b>			<b>100.00%</b>	<b>\$951,975</b>		

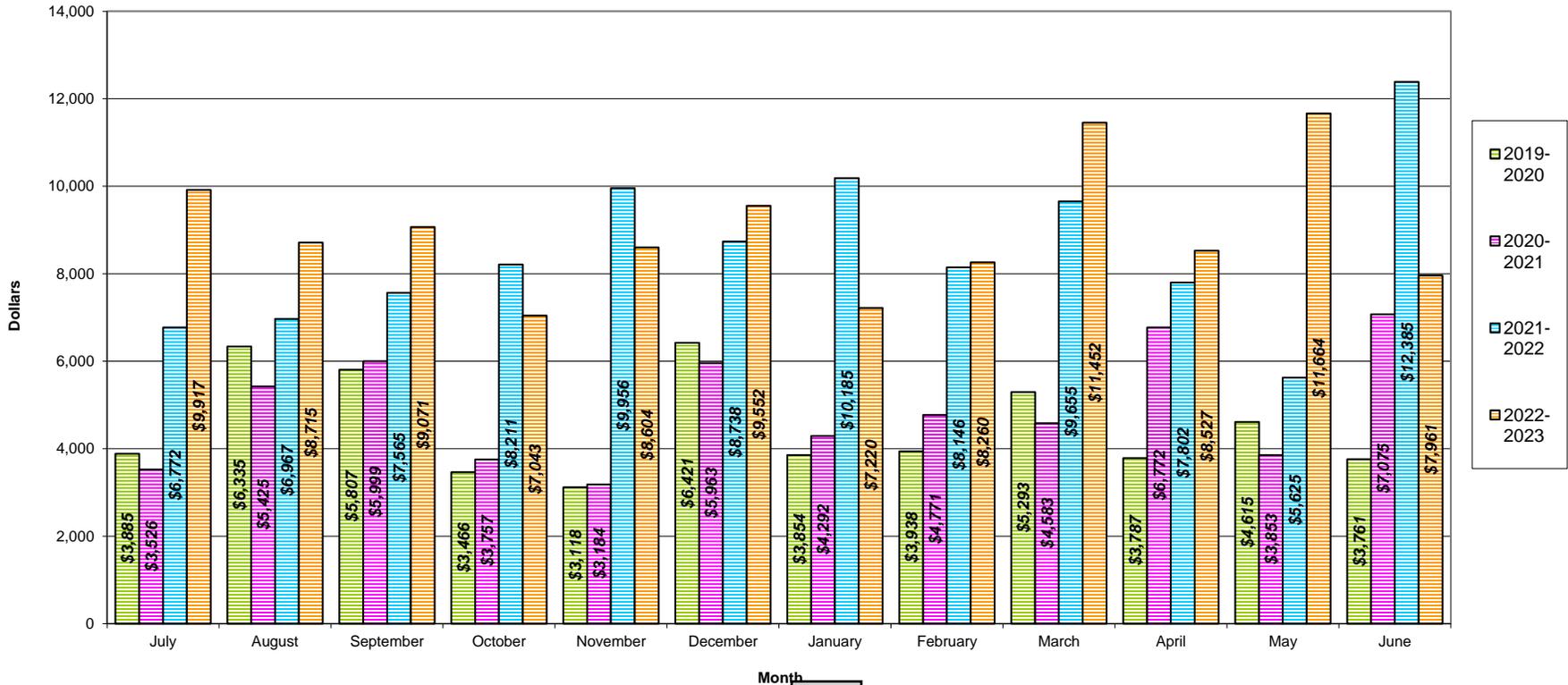
**Annual Comparison by Month**



**City of Moberly**  
**One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis**

	2019-2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	7.16%	\$3,885	-22.25%	-22.25%	5.96%	\$3,526	-9.24%	-9.24%	6.64%	\$6,772	92.03%	92.03%	9.18%	\$9,917	46.46%	46.46%
August	11.67%	\$6,335	110.82%	27.72%	9.16%	\$5,425	-14.37%	-12.42%	6.83%	\$6,967	28.42%	53.48%	8.07%	\$8,715	25.09%	35.62%
September	10.70%	\$5,807	59.53%	37.67%	10.13%	\$5,999	3.32%	-6.72%	7.42%	\$7,565	26.09%	42.49%	8.40%	\$9,071	19.91%	30.04%
October	6.39%	\$3,466	-4.97%	27.50%	6.35%	\$3,757	8.39%	-4.03%	8.05%	\$8,211	118.56%	57.76%	6.52%	\$7,043	-14.22%	17.73%
November	5.75%	\$3,118	-4.21%	21.93%	5.38%	\$3,184	2.09%	-3.19%	9.76%	\$9,956	212.74%	80.30%	7.97%	\$8,604	-13.58%	9.83%
December	11.83%	\$6,421	65.55%	29.48%	10.07%	\$5,963	-7.14%	-4.06%	8.57%	\$8,738	46.55%	73.08%	8.85%	\$9,552	9.32%	9.74%
January	7.10%	\$3,854	0.40%	25.23%	7.25%	\$4,292	11.36%	-2.25%	9.98%	\$10,185	137.32%	81.65%	6.69%	\$7,220	-29.11%	2.96%
February	7.26%	\$3,938	-34.19%	14.20%	8.06%	\$4,771	21.14%	0.25%	7.99%	\$8,146	70.75%	80.24%	7.65%	\$8,260	1.39%	2.77%
March	9.75%	\$5,293	30.90%	16.06%	7.74%	\$4,583	-13.42%	-1.47%	9.47%	\$9,655	110.68%	83.61%	10.61%	\$11,452	18.62%	4.78%
April	6.98%	\$3,787	20.74%	16.44%	11.44%	\$6,772	78.83%	5.15%	7.65%	\$7,802	15.21%	74.01%	7.90%	\$8,527	9.30%	5.20%
May	8.50%	\$4,615	43.88%	18.50%	6.51%	\$3,853	-16.50%	3.18%	5.51%	\$5,625	45.98%	71.94%	10.80%	\$11,664	107.38%	11.61%
June	6.93%	\$3,761	-9.77%	15.98%	11.95%	\$7,075	88.10%	9.06%	12.14%	\$12,385	75.04%	72.31%	7.37%	\$7,967	-35.72%	5.86%
<b>Total</b>	<b>100.00%</b>	<b>\$54,280</b>			<b>100.00%</b>	<b>\$59,199</b>			<b>100.00%</b>	<b>\$102,005</b>			<b>100.00%</b>	<b>\$107,987</b>		

**Annual Comparison by Month**



**City of Moberly Health Plan Trust**  
**Comparative Profit & Loss Statement - May 2023**

<u>Income</u>	<u>July 2022-May 2023</u>	<u>July 2021-May 2022</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	57,687.63	42,089.78	15,597.85	37.06%
4901 Interest Income	6,882.96	278.18	6,604.78	2374.28%
4950 Employer Contributions	1,196,126.22	1,189,615.02	6,511.20	0.55%
4951 Employee Contributions	260,342.57	263,510.88	(3,168.31)	-1.20%
4952 Employee Cobra Payments	5,760.03	6,910.32	(1,150.29)	-16.65%
4953 Reinsurance Refunds	334,752.65	87,711.39	247,041.26	281.65%
4954 Employee Buy-up Premiums	<u>5,900.00</u>	<u>6,125.00</u>	<u>(225.00)</u>	<u>-3.67%</u>
Total Income	1,867,452.06	1,596,240.57	271,211.49	16.99%
 <u>Expenditures</u>				
5406 Contracted Services	3,852.07	1,701.50	2,150.57	126.39%
5806 Miscellaneous	54.00	312.00	(258.00)	-82.69%
5817 Bank Fees	1,095.12	963.85	131.27	13.62%
5850 Health Claims Paid	1,195,795.04	1,082,503.96	113,291.08	10.47%
5851 Pharmaceuticals	173,587.01	199,101.24	(25,514.23)	-12.81%
5852 Reinsurance Premiums	333,543.50	329,798.18	3,745.32	1.14%
5853 Life Insurance Premiums	34,580.03	23,717.06	10,862.97	45.80%
5854 Medical Claims Admin Fees	69,427.59	57,090.00	12,337.59	21.61%
5855 Dental Claims Admin Fees	4,395.20	4,829.40	(434.20)	-8.99%
5856 Air Ambulance Memberships	5,649.00	7,206.00	(1,557.00)	-21.61%
5857 Dental Claims Paid	69,515.57	69,401.00	114.57	0.17%
5858 HSA Account Fees	<u>920.00</u>	<u>805.00</u>	<u>115.00</u>	<u>14.29%</u>
Total Expenditures	<u>1,892,414.13</u>	<u>1,777,429.19</u>	<u>114,984.94</u>	<u>6.47%</u>
 <b>Net Income (Loss)</b>	 <b><u>(24,962.07)</u></b>	 <b><u>(181,188.62)</u></b>	 <b><u>156,226.55</u></b>	 <b><u>-86.22%</u></b>

**City of Moberly Health Plan Trust**  
**Comparative Balance Sheet - May 31, 2023**

<u>ASSETS</u>	<u>May 31, 2023</u>	<u>May 31, 2022</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>337,349.11</u>	<u>338,672.63</u>	<u>(1,323.52)</u>	<u>-0.39%</u>
Total Current Assets	<u>337,349.11</u>	<u>338,672.63</u>	<u>(1,323.52)</u>	<u>-0.39%</u>
Other Assets				
1300 Investments	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
Total Other Assets	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
<b>TOTAL ASSETS</b>	<b><u>337,349.11</u></b>	<b><u>338,672.63</u></b>	<b><u>(1,323.52)</u></b>	<b><u>-0.39%</u></b>
 <u>LIABILITIES &amp; EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	362,311.18	519,861.25	(157,550.07)	-30.31%
Net Income (Loss)	<u>(24,962.07)</u>	<u>(181,188.62)</u>	<u>156,226.55</u>	<u>-86.22%</u>
Total Equity	<u>337,349.11</u>	<u>338,672.63</u>	<u>(1,323.52)</u>	<u>-0.39%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>337,349.11</u></b>	<b><u>338,672.63</u></b>	<b><u>(1,323.52)</u></b>	<b><u>-0.39%</u></b>

# Moberly Fire Department May Monthly Report 2023

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**City of Moberly Fire Department**

**Emergency Dial 911**  
**Station #1 660-269-8705 EXT 2035**  
**Fax# 660-263-0596**  
**E-mail ryand@moberlyfd.com**  
**Station #2 660-263-4121**

**310 N. Clark**  
**Moberly, MO 65270-1520**  
**Fire Chief**  
**Don Ryan**

To: Mayor and City Council  
From: Don Ryan, Fire Chief  
Date: June 1, 2023  
Re: May Monthly Council Report:

- Last month the fire department responded to 104 incidents (29 different types) this included: **16 fire related calls; 65 EMS Calls; 10 service calls; 8 good intent call; 3 false alarms & false calls; 2 Hazardous Condition (No Fire); and 5 fire inspections.**
- The Department's three shifts combined for **535.0** training hours. The following topics were covered: PR Training; PS Trax Training; Vehicle Extrication Training; High Rise Fire Operations Training; Forcible Entry Training; Aerial Water Flow Training; Driver/Operator Pumper Formal Class; Fireground Tactics; and Health and Wellness.

Building inspections (CFOs), annual business inspections, and hydrant testing continue to be done by all three shifts.

- The Chief attended the Plan Review Committee Meeting on the 2nd.
- The department participated in the monthly emergency siren testing on the 3rd<sup>th</sup>
- Department personnel worked in conjunction with the building inspection department and the health department for a site visit at North Village Park Care Center on the 17th.
- The Chief participated in the Region B Fire Chief's Association meeting on the 17<sup>th</sup>.
- The Chief participated in the Local Emergency Planning Commission meeting at the Randolph Co. Health Department on the 19<sup>th</sup>
- The department held a new recruitment test on Saturday, the 20th.
- The department welcomed our newest hire to the fire department family on the 22<sup>nd</sup>. We would like to introduce Killian Brown.
- On the 25th, the Chief had a mandatory meeting with the Department of Homeland Security covering the topic of "Non-discrimination Policy & Complaint Process" to fulfill a requirement for qualification/acceptance of grants.
- We had our monthly officer's meeting on the 31<sup>st</sup>.
- The Chief participated in the City Budgetary Meeting with City Council on the 31<sup>st</sup>.

**Notice for June 2023**

- The Chief will participate in preliminary budget sessions, if needed.
- Department personnel will attend the Summer Community Cleanup Day on the 6<sup>th</sup>.
- Monthly Siren Test on the 7<sup>th</sup>.
- The Chief will attend the 911 Advisory Board meeting on the 8<sup>th</sup>.
- The Chief will attend the Region B Coordinator's Meeting on the 26<sup>th</sup>.
- The Department Officer's Meeting will be held on the 28<sup>th</sup>.
- The Chief will participate in the Budget Meeting/Council Meeting on the 29<sup>th</sup>.

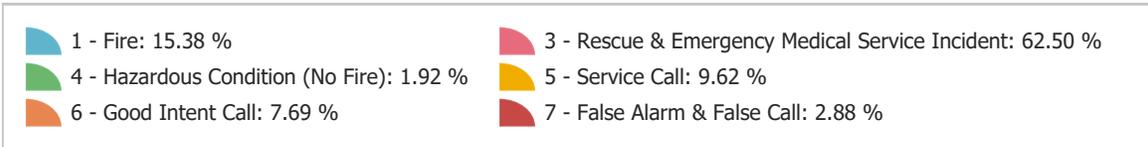
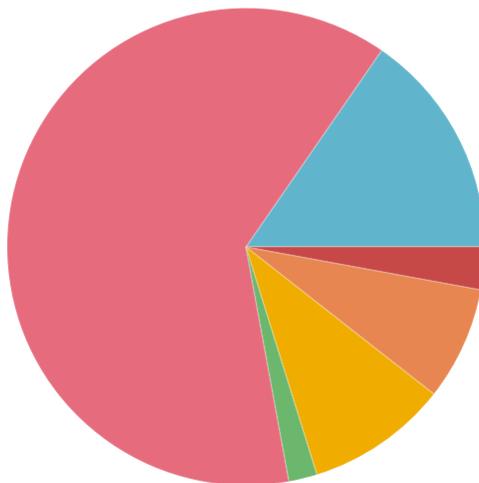


Emergency: Dial 911  
Station #1: 660-269-8705 Ext: 2035  
Fax: 600-263-0596  
Station #2: 660-263-4121

### City of Moberly Fire Department

310 N. Clark  
Moberly, MO 65270-1520

## Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
111 - Building fire	3	2.88%
118 - Trash or rubbish fire, contained	1	0.96%
131 - Passenger vehicle fire	2	1.92%
142 - Brush or brush-and-grass mixture fire	1	0.96%
143 - Grass fire	1	0.96%
151 - Outside rubbish, trash or waste fire	2	1.92%
1513 - Yard Waste/ Refuse Fire	3	2.88%
1514 - Recreational Fire	3	2.88%
311 - Medical assist, assist EMS crew	1	0.96%
3112 - Lift Assistance	13	12.50%
3113 - Standby, No care provided	3	2.88%
321 - EMS call, excluding vehicle accident with injury	41	39.42%

<b>Incident Type</b>	<b>Total Incidents</b>	<b>Percent</b>
322 - Motor vehicle accident with injuries	2	1.92%
324 - Motor vehicle accident with no injuries.	5	4.81%
412 - Gas leak (natural gas or LPG)	1	0.96%
424 - Carbon monoxide incident	1	0.96%
5001 - Gas Appliance Inspection	3	2.88%
5005 - CFO Inspection	2	1.92%
5101 - Assist person in distress	1	0.96%
542 - Animal rescue	1	0.96%
551 - Assist police or other governmental agency	1	0.96%
553 - Public service	1	0.96%
561 - Unauthorized burning	1	0.96%
611 - Dispatched & canceled en route	5	4.81%
622 - No incident found on arrival at dispatch address	1	0.96%
651 - Smoke scare, odor of smoke	2	1.92%
733 - Smoke detector activation due to malfunction	1	0.96%
735 - Alarm system sounded due to malfunction	1	0.96%
745 - Alarm system activation, no fire - unintentional	1	0.96%

**Total Number of Incidents: 104**

**Total Number of Incident Types: 29**

**Incident Type** **Total Incidents** **Percent**

**Report Filter Settings**

**Report File Name:** Incidents by Incident Type, Summary with Major Type Graph

**Filter Name:** Last Calendar Month

**Filter Expression:** [AlarmDateTime] is between '5/1/2023 12:00:00 AM' and '5/31/2023 11:59:59 PM'

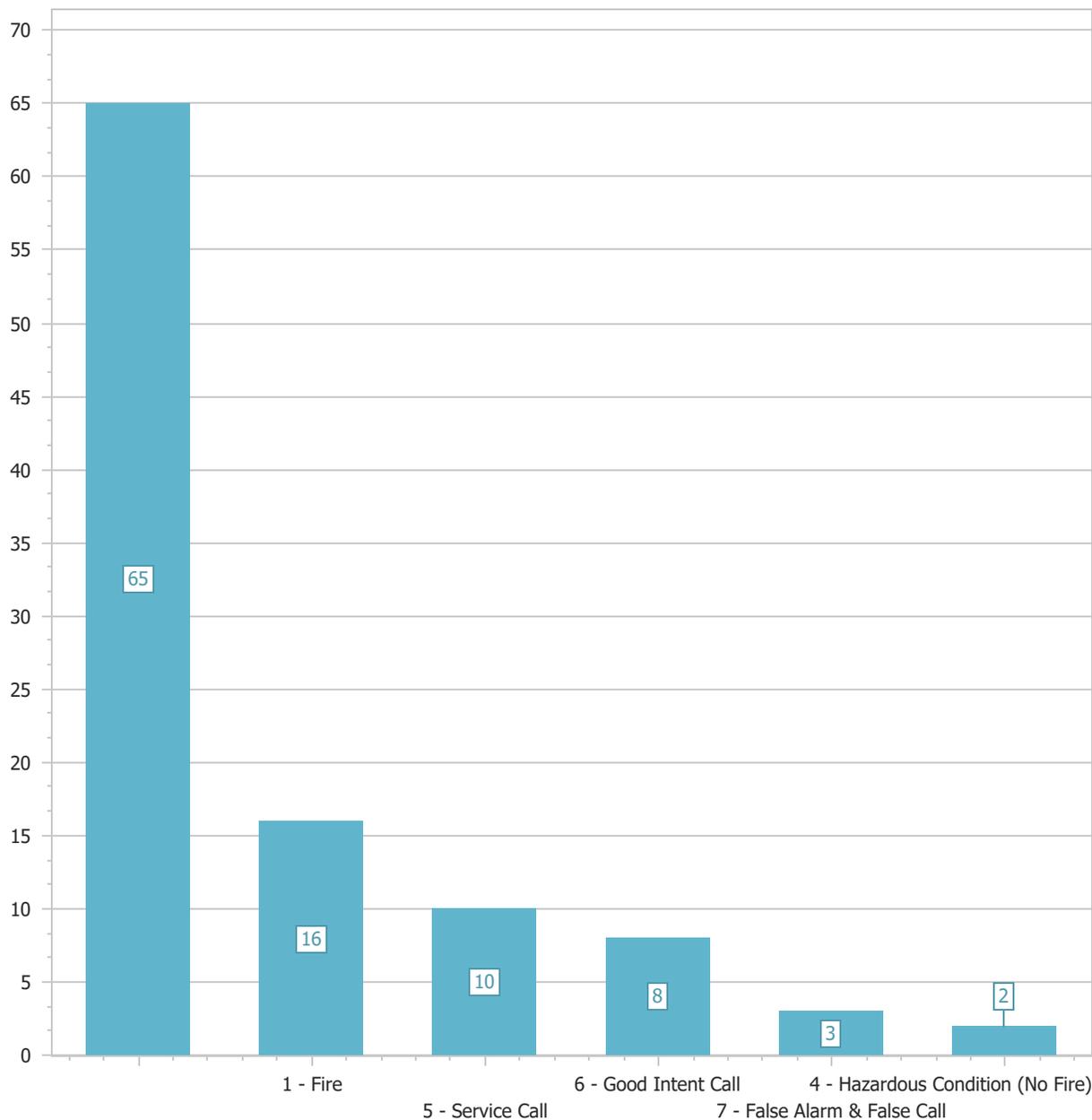


# City of Moberly Fire Department

Emergency: Dial 911  
Station #1: 660-269-8705 Ext: 2035  
Fax: 600-263-0596  
Station #2: 660-263-4121

310 N. Clark  
Moberly, MO 65270-1520

## Incident Reports by Incident Type Series, Detailed



**Incident Type:** 1 - Fire

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2300460	0	5/3/2023 2:35:43 PM	1527 Union AVE, Moberly, MO 65270
2300461	0	5/3/2023 10:10:51 PM	205 Farror ST, Moberly, MO 65270
2300465	0	5/5/2023 4:51:00 PM	613 S Fourth, Moberly, MO 65270
2300474	0	5/8/2023 12:41:00 PM	522 Hagood ST, Moberly, MO 65270
2300477	0	5/9/2023 3:39:07 AM	1500 BLK S MORLEY, Moberly, MO 65270
2300478	0	5/10/2023 5:41:28 AM	823 W Reed ST #A, Moberly, MO 65270
2300488	0	5/11/2023 6:40:44 AM	725 FARROR, Moberly, MO 65270
2300494	0	5/13/2023 3:57:26 PM	106 N Clark ST, Moberly, MO 65270
2300495	0	5/13/2023 4:00:00 PM	1504 Morley ST #12, Moberly, MO 65270
2300516	0	5/20/2023 10:24:04 AM	412 N Hinkley ST, Moberly, MO 65270
2300518	0	5/20/2023 9:31:00 PM	712 S SIXTH ST, MOBERLY, MO 65270
2300519	0	5/20/2023 10:15:04 PM	920 FOX RUN, Moberly, MO 65270
2300538	0	5/26/2023 10:12:23 AM	Hwy 63 (Southbound Lane) 200 feet north of Hwy EE, Moberly, MO 65270
2300540	0	5/27/2023 2:07:44 PM	524 WESCOTT LN, Moberly, MO 65270
2300542	0	5/28/2023 10:15:00 AM	315 S Fifth ST, Moberly, MO 65270
2300546	0	5/29/2023 5:49:59 PM	827 BOND ST, Moberly, MO 65270

**Total Incidents: 16**

**Incident Type:** 3 - Rescue & Emergency Medical Service Incident

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2300451	0	5/1/2023 8:56:45 AM	314 S 5TH, Moberly, MO 65270
2300452	0	5/1/2023 6:48:37 PM	1442 S Morley ST, Moberly, MO 65270

2300453	0	5/1/2023 9:17:20 PM	727 ST CHARLES, Moberly, MO 65270
2300454	0	5/2/2023 5:09:13 AM	217 N MORLEY, Moberly, MO 65270
2300455	0	5/2/2023 5:52:43 AM	225 Sunset DR S, Moberly, MO 65270
2300456	0	5/2/2023 12:47:09 PM	1331 URBANDALE, Moberly, MO 65270
2300459	0	5/2/2023 5:30:00 PM	916 Reed ST, Moberly, MO 65270
2300458	0	5/2/2023 6:06:39 PM	2002 WABASH, Moberly, MO 65270
2300463	0	5/4/2023 1:30:14 PM	1515 UNION, Moberly, MO 65270
2300466	0	5/6/2023 9:38:18 AM	411 S Ault ST, Moberly, MO 65270
2300469	0	5/7/2023 5:38:30 PM	444 E Rollins ST, Moberly, MO 65270
2300470	0	5/7/2023 7:50:26 PM	458 E Burkhart ST, Moberly, MO 65270
2300471	0	5/8/2023 9:18:18 AM	1211 WOODY AVE, Moberly, MO 65270
2300473	0	5/8/2023 10:55:44 AM	824 Williams S #2, Moberly, MO 65270
2300475	0	5/8/2023 3:24:14 PM	E HIGHWAY 24 & W OUTER ROAD, Moberly, MO
2300476	0	5/8/2023 11:37:24 PM	300 N CLARK ST, Moberly, MO 65270
2300479	0	5/10/2023 6:09:31 AM	E Urbandale DR & Gratz Brown ST, Moberly, MO
2300481	0	5/10/2023 10:36:03 AM	1601 S Williams, Moberly, MO 65270
2300482	0	5/10/2023 10:37:07 AM	1007 MYRA, Moberly, MO 65270
2300483	0	5/10/2023 10:46:28 AM	321 E LOGAN, Moberly, MO 65270
2300484	0	5/10/2023 1:39:38 PM	205 FARROR ST, Moberly, MO 65270
2300485	0	5/10/2023 10:53:37 PM	300 N CLARK, Moberly, MO 65270
2300491	0	5/12/2023 4:09:47 PM	800 SINNOCK #31, Moberly, MO 65270
2300492	0	5/13/2023 4:35:11 AM	1311 Lantern's PT, Moberly, MO 65270
2300493	0	5/13/2023 2:25:59 PM	600 HIGHWAY 24, Moberly, MO 65270

2300496 0 5/13/2023 10:13:00 N MORLEY & Grand AVE, Moberly, MO  
PM

2300497 0 5/13/2023 11:40:58 302 College AVE, Moberly, MO 65270  
PM

2300498 0 5/14/2023 9:03:58 945 W ROLLINS ST #A, Moberly, MO 65270  
AM

2300499 0 5/14/2023 10:06:47 45 Urbandale, Moberly, MO 65270  
AM

2300500 0 5/14/2023 7:08:31 101 COLLEGE, Moberly, MO 65270  
PM

2300501 0 5/14/2023 8:47:34 1062 Bond ST, Moberly, MO 65270  
PM

2300502 0 5/15/2023 12:35:40 1212 S Morley ST #4, Moberly, MO 65270  
PM

2300503 0 5/15/2023 2:06:58 808 PROMENADE, Moberly, MO 65270  
PM

2300504 0 5/16/2023 2:50:33 27 MCCORMICK DR, Moberly, MO 65270  
AM

2300506 0 5/16/2023 4:19:34 1507 PORTER ST, Moberly, MO 65270  
AM

2300508 0 5/17/2023 6:29:18 410 S Morley ST #B, Moberly, MO 65270  
PM

2300511 0 5/18/2023 3:11:08 43 KENNEDY DR, Moberly, MO 65270  
PM

2300512 0 5/18/2023 5:40:13 1301 HIGHWAY 24 HWY, Moberly, MO 65270  
PM

2300513 0 5/18/2023 7:15:32 837 Franklin ST, Moberly, MO 65270  
PM

2300514 0 5/19/2023 5:28:18 302 N College AVE, Moberly, MO 65270  
AM

2300515 0 5/19/2023 2:34:26 301 S MORLEY, Moberly, MO 65270  
PM

2300517 0 5/20/2023 8:54:38 906 MYRA ST, Moberly, MO 65270  
PM

2300520 0 5/20/2023 11:54:59 209 S AULT ST, Moberly, MO 65270  
PM

2300521 0 5/21/2023 12:21:38 612 W COATES ST, Moberly, MO 65270  
AM

2300522 0 5/21/2023 12:28:31 517 S AULT, Moberly, MO 65270  
AM

2300524 0 5/21/2023 9:40:52 800 SINNOCK AVE #35, Moberly, MO 65270  
AM

2300525 0 5/21/2023 1:50:43 215 W REED ST, Moberly, MO 65270  
PM

2300527 0 5/22/2023 1:49:49 906 W Myra ST, Moberly, MO 65270  
PM

2300528	0	5/23/2023 4:38:05	829 Concannon ST W, Moberly, MO 65270 AM
2300530	0	5/23/2023 12:29:06	507 S MORLEY ST, Moberly, MO 65270 PM
2300532	0	5/23/2023 5:29:42	1823 ROBERTSON RD, Moberly, MO 65270 PM
2300533	0	5/23/2023 9:07:51	931 FRANKLIN ST, Moberly, MO 65270 PM
2300534	0	5/24/2023 4:25:48	800 SINNOCK #26, Moberly, MO 65270 AM
2300535	0	5/24/2023 9:08:47	1000 S Williams ST #211, Moberly, MO 65270 AM
2300537	0	5/26/2023 4:00:00	225 Sunset DR S, Moberly, MO 65270 AM
2300541	0	5/28/2023 7:44:59	1510 JJ HWY #1542, Moberly, MO 65270 AM
2300543	0	5/28/2023 10:58:54	808 Promenade ST, Moberly, MO 65270 AM
2300545	0	5/29/2023 4:35:04	1123 FRANKLIN ST, Moberly, MO 65270 PM
2300547	0	5/30/2023 2:12:45	600 HIGHWAY 24 HWY, Moberly, MO 65270 AM
2300548	0	5/30/2023 8:24:39	322 E Rollins ST, Moberly, MO 65270 AM
2300549	0	5/30/2023 12:27:06	410 S Morley ST, Moberly, MO 65270 PM
2300550	0	5/31/2023 7:30:00	482 E Rollins ST, Moberly, MO 65270 AM
2300551	0	5/31/2023 10:15:53	1511 UNION, Moberly, MO 65270 AM
2300553	0	5/31/2023 12:00:58	220 TAYLOR, Moberly, MO 65270 PM
2300554	0	5/31/2023 8:16:38	1007 Buccannon, Moberly, MO 65270 PM

**Total Incidents: 65**

**Incident Type:** 4 - Hazardous Condition (No Fire)

Incident #	Exp #	Alarm Date/Time	Address
2300462	0	5/4/2023 12:02:13	1309 HIGHWAY 24, Moberly, MO 65270 PM
2300472	0	5/8/2023 10:16:20	1211 WOODY AVE, Moberly, MO 65270 AM

**Total Incidents: 2**

**Incident Type:** 5 - Service Call

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2300457	0	5/2/2023 1:27:00 PM	523 W Coates ST, Moberly, MO 65270
2300464	0	5/4/2023 2:00:00 PM	1204 S Morley ST #4, Moberly, MO 65270
2300480	0	5/10/2023 7:50:00 AM	1501 N Morley ST, Moberly, MO 65270
2300489	0	5/11/2023 9:30:00 AM	111 Rothwell Park RD, Moberly, MO 65270
2300490	0	5/11/2023 10:00:00 AM	1204 S Morley ST #4, Moberly, MO 65270
2300507	0	5/17/2023 2:25:00 PM	1802 S Morley ST, Moberly, MO 65270
2300510	0	5/18/2023 12:58:00 PM	SPARKS AVE & N Morley ST, Moberly, MO
2300523	0	5/21/2023 12:36:39 AM	404 S CLARK ST, Moberly, MO 65270
2300544	0	5/28/2023 11:45:00 AM	700 Fifth ST S, Moberly, MO 695270
2300552	0	5/31/2023 11:00:00 AM	2200 E Outer RD #C, Moberly, MO 65270

**Total Incidents: 10**

**Incident Type:** 6 - Good Intent Call

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2300467	0	5/6/2023 3:18:26 PM	ROLLINS, Moberly, MO 65270
2300486	0	5/10/2023 1:17:00 AM	PORTER ST & UNION AVE, MOBERLY, MO
2300487	0	5/11/2023 2:58:00 AM	131 Thompson ST, Moberly, MO 65270
2300505	0	5/16/2023 3:55:09 AM	700 E Urbandale DR, Moberly, MO 65270
2300526	0	5/21/2023 5:03:56 PM	hwy 63 half mile s of rt m, Moberly, MO 65270
2300529	0	5/23/2023 9:41:21 AM	507 S MORLEY ST, MOBERLY, MO 65270
2300536	0	5/25/2023 1:03:53 PM	518 S Ault ST, Moberly, MO 65270
2300539	0	5/26/2023 11:59:44 AM	1957 HIGHWAY DD, Moberly, MO 65270

**Total Incidents: 8**

**Incident Type: 7 - False Alarm & False Call**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2300468	0	5/7/2023 4:21:49 AM	916 W Reed ST, Moberly, MO 65270
2300509	0	5/18/2023 2:08:51 AM	916 W Reed ST, Moberly, MO 65270
2300531	0	5/23/2023 2:17:02 PM	317 HAGOOD ST, Moberly, MO 65270

**Total Incidents: 3**

**Total Number of Distict Incidents: 104**

**Total Number of Distict Incident Types: 29**

**Report Filter Settings**

**Report File Name:** Incident Reports by Incident Major Type, Detailed

**Filter Name:** Last Month

**Filter Expression:** [AlarmDateTime] is between '5/1/2023 12:00:00 AM' and '5/31/2023 11:59:59 PM'

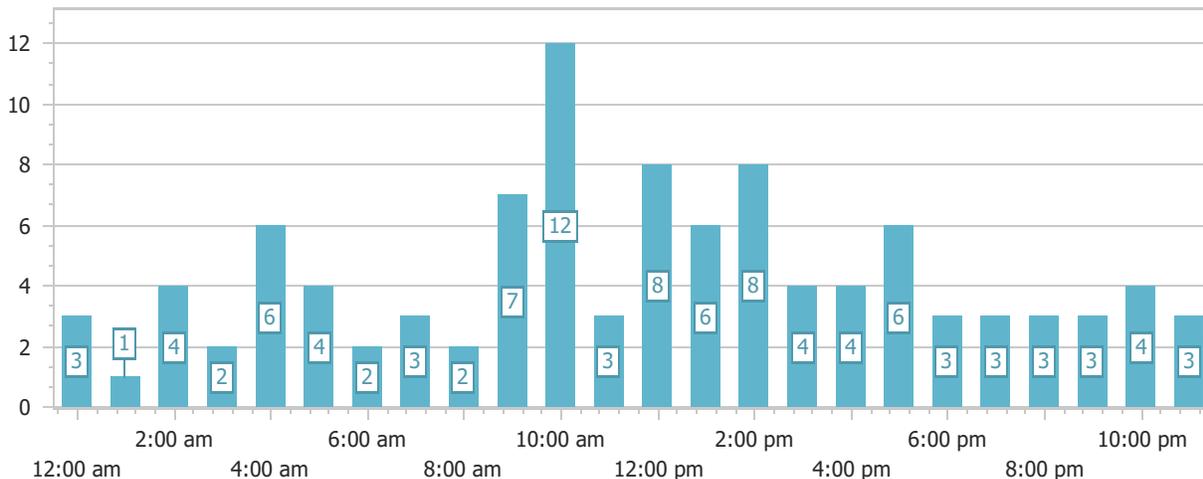


### City of Moberly Fire Department

Emergency: Dial 911  
Station #1: 660-269-8705 Ext: 2035  
Fax: 600-263-0596  
Station #2: 660-263-4121

310 N. Clark  
Moberly, MO 65270-1520

#### Incident Reports by Time of Day, Detailed



#### 12:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300521	0	5/21/2023	321 - EMS call, excluding vehicle accident with injury
2300522	0	5/21/2023	3112 - Lift Assistance
2300523	0	5/21/2023	5101 - Assist person in distress

**Total Number of Incidents:** 3

#### 1:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300486	0	5/10/2023	651 - Smoke scare, odor of smoke

**Total Number of Incidents:** 1

#### 2:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300487	0	5/11/2023	651 - Smoke scare, odor of smoke
2300504	0	5/16/2023	321 - EMS call, excluding vehicle accident with injury

2300509	0	5/18/2023	745 - Alarm system activation, no fire - unintentional
2300547	0	5/30/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 4

**3:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300477	0	5/9/2023	118 - Trash or rubbish fire, contained
2300505	0	5/16/2023	611 - Dispatched & canceled en route

**Total Number of Incidents:** 2

**4:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300468	0	5/7/2023	733 - Smoke detector activation due to malfunction
2300492	0	5/13/2023	321 - EMS call, excluding vehicle accident with injury
2300506	0	5/16/2023	321 - EMS call, excluding vehicle accident with injury
2300528	0	5/23/2023	3112 - Lift Assistance
2300534	0	5/24/2023	321 - EMS call, excluding vehicle accident with injury
2300537	0	5/26/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 6

**5:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300454	0	5/2/2023	321 - EMS call, excluding vehicle accident with injury
2300455	0	5/2/2023	321 - EMS call, excluding vehicle accident with injury
2300478	0	5/10/2023	131 - Passenger vehicle fire
2300514	0	5/19/2023	3112 - Lift Assistance

**Total Number of Incidents:** 4

**6:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300479	0	5/10/2023	322 - Motor vehicle accident with injuries

2300488      0      5/11/2023      111 - Building fire

**Total Number of Incidents:**      2

**7:00 am**

**Incident #      Exp #      Alarm Date      Incident Type**

2300480      0      5/10/2023      542 - Animal rescue

2300541      0      5/28/2023      321 - EMS call, excluding vehicle accident with injury

2300550      0      5/31/2023      3112 - Lift Assistance

**Total Number of Incidents:**      3

**8:00 am**

**Incident #      Exp #      Alarm Date      Incident Type**

2300451      0      5/1/2023      321 - EMS call, excluding vehicle accident with injury

2300548      0      5/30/2023      321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:**      2

**9:00 am**

**Incident #      Exp #      Alarm Date      Incident Type**

2300466      0      5/6/2023      321 - EMS call, excluding vehicle accident with injury

2300471      0      5/8/2023      321 - EMS call, excluding vehicle accident with injury

2300489      0      5/11/2023      553 - Public service

2300498      0      5/14/2023      321 - EMS call, excluding vehicle accident with injury

2300524      0      5/21/2023      321 - EMS call, excluding vehicle accident with injury

2300529      0      5/23/2023      611 - Dispatched & canceled en route

2300535      0      5/24/2023      3112 - Lift Assistance

**Total Number of Incidents:**      7

**10:00 am**

**Incident #      Exp #      Alarm Date      Incident Type**

2300472      0      5/8/2023      424 - Carbon monoxide incident

2300473      0      5/8/2023      321 - EMS call, excluding vehicle accident with injury

2300481	0	5/10/2023	3113 - Standby, No care provided
2300482	0	5/10/2023	321 - EMS call, excluding vehicle accident with injury
2300483	0	5/10/2023	321 - EMS call, excluding vehicle accident with injury
2300490	0	5/11/2023	5001 - Gas Appliance Inspection
2300499	0	5/14/2023	321 - EMS call, excluding vehicle accident with injury
2300516	0	5/20/2023	111 - Building fire
2300538	0	5/26/2023	143 - Grass fire
2300542	0	5/28/2023	1513 - Yard Waste/ Refuse Fire
2300543	0	5/28/2023	3112 - Lift Assistance
2300551	0	5/31/2023	3112 - Lift Assistance

**Total Number of Incidents:** 12

**11:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300539	0	5/26/2023	611 - Dispatched & canceled en route
2300544	0	5/28/2023	561 - Unauthorized burning
2300552	0	5/31/2023	5005 - CFO Inspection

**Total Number of Incidents:** 3

**12:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300456	0	5/2/2023	3112 - Lift Assistance
2300462	0	5/4/2023	412 - Gas leak (natural gas or LPG)
2300474	0	5/8/2023	151 - Outside rubbish, trash or waste fire
2300502	0	5/15/2023	321 - EMS call, excluding vehicle accident with injury
2300510	0	5/18/2023	551 - Assist police or other governmental agency
2300530	0	5/23/2023	321 - EMS call, excluding vehicle accident with injury
2300549	0	5/30/2023	324 - Motor vehicle accident with no injuries.
2300553	0	5/31/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 8

**1:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2300457	0	5/2/2023	5001 - Gas Appliance Inspection
2300463	0	5/4/2023	3112 - Lift Assistance
2300484	0	5/10/2023	321 - EMS call, excluding vehicle accident with injury
2300525	0	5/21/2023	321 - EMS call, excluding vehicle accident with injury
2300527	0	5/22/2023	3112 - Lift Assistance
2300536	0	5/25/2023	622 - No incident found on arrival at dispatch address

**Total Number of Incidents:** 6

**2:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2300460	0	5/3/2023	1513 - Yard Waste/ Refuse Fire
2300464	0	5/4/2023	5001 - Gas Appliance Inspection
2300493	0	5/13/2023	321 - EMS call, excluding vehicle accident with injury
2300503	0	5/15/2023	321 - EMS call, excluding vehicle accident with injury
2300507	0	5/17/2023	5005 - CFO Inspection
2300515	0	5/19/2023	324 - Motor vehicle accident with no injuries.
2300531	0	5/23/2023	735 - Alarm system sounded due to malfunction
2300540	0	5/27/2023	142 - Brush or brush-and-grass mixture fire

**Total Number of Incidents:** 8

**3:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2300467	0	5/6/2023	611 - Dispatched & canceled en route
2300475	0	5/8/2023	324 - Motor vehicle accident with no injuries.
2300494	0	5/13/2023	131 - Passenger vehicle fire
2300511	0	5/18/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 4

**4:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
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2300465	0	5/5/2023	1513 - Yard Waste/ Refuse Fire
2300491	0	5/12/2023	321 - EMS call, excluding vehicle accident with injury
2300495	0	5/13/2023	151 - Outside rubbish, trash or waste fire
2300545	0	5/29/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 4

**5:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300459	0	5/2/2023	324 - Motor vehicle accident with no injuries.
2300469	0	5/7/2023	321 - EMS call, excluding vehicle accident with injury
2300512	0	5/18/2023	324 - Motor vehicle accident with no injuries.
2300526	0	5/21/2023	611 - Dispatched & canceled en route
2300532	0	5/23/2023	311 - Medical assist, assist EMS crew
2300546	0	5/29/2023	1514 - Recreational Fire

**Total Number of Incidents:** 6

**6:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300452	0	5/1/2023	3112 - Lift Assistance
2300458	0	5/2/2023	321 - EMS call, excluding vehicle accident with injury
2300508	0	5/17/2023	3113 - Standby, No care provided

**Total Number of Incidents:** 3

**7:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300470	0	5/7/2023	321 - EMS call, excluding vehicle accident with injury
2300500	0	5/14/2023	321 - EMS call, excluding vehicle accident with injury
2300513	0	5/18/2023	3112 - Lift Assistance

**Total Number of Incidents:** 3

**8:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300501	0	5/14/2023	3113 - Standby, No care provided
2300517	0	5/20/2023	321 - EMS call, excluding vehicle accident with injury
2300554	0	5/31/2023	321 - EMS call, excluding vehicle accident with injury
<b>Total Number of Incidents:</b>			3

**9:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300453	0	5/1/2023	321 - EMS call, excluding vehicle accident with injury
2300518	0	5/20/2023	1514 - Recreational Fire
2300533	0	5/23/2023	321 - EMS call, excluding vehicle accident with injury
<b>Total Number of Incidents:</b>			3

**10:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300461	0	5/3/2023	111 - Building fire
2300485	0	5/10/2023	321 - EMS call, excluding vehicle accident with injury
2300496	0	5/13/2023	322 - Motor vehicle accident with injuries
2300519	0	5/20/2023	1514 - Recreational Fire
<b>Total Number of Incidents:</b>			4

**11:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300476	0	5/8/2023	321 - EMS call, excluding vehicle accident with injury
2300497	0	5/13/2023	3112 - Lift Assistance
2300520	0	5/20/2023	321 - EMS call, excluding vehicle accident with injury
<b>Total Number of Incidents:</b>			3

### Report Filter Settings

**Report Name:** Incident Reports by Time of Day, Detailed

**Filter Name:** last month

**Filter Expression:** [AlarmDateTime] is between '5/1/2023 12:00:00 AM' and '5/31/2023 11:59:59 PM'



Emergency: Dial 911  
Station #1: 660-269-8705 Ext: 2035  
Fax: 600-263-0596  
Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
Moberly, MO 65270-1520

### Incident Reports by Apparatus, Summary

<b>Apparatus:</b>	<b>Total Number of Incidents Responded to:</b>
301 Command Ford F250	65
302 - 2014 Saber	39
303- 2022 Commander	64
305 - 2006 Sutphen Aerial	1
306 - 2011 Ford F350	1
313 - 2008 Command Vehicle	5

**Total Number of Incidents: 101**

### Report Filter Settings

**Report Name:** Incident Reports by Apparatus, Summary

**Filter Name:** Last Month

**Filter Expression:** [AlarmDateTime] is between '5/1/2023 00:00' and '5/31/2023 23:59'



Emergency: Dial 911  
Station #1: 660-269-8705 Ext: 2035  
Fax: 600-263-0596  
Station #2: 660-263-4121

### City of Moberly Fire Department

310 N. Clark  
Moberly, MO 65270-1520

## Department Log Hours and Points, Detailed

### Ballow, Bobby, W

		Time at Activity	Hours Paid	Points
<b>Start Time:</b> 5/25/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication tools Understanding car pinch points Tower truck operation with water flowing.			
<b>Start Time:</b> 5/19/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> PS TRACK TARGET SOLUTIONS			
<b>Start Time:</b> 5/10/2023 1:00:00 PM	<b>Activity:</b>	02:00		2
<b>Log Type:</b> Training	<b>Entry Text:</b> Scene Size up			
<b>Total Hours and Points:</b>		<b>10:00</b>	<b>0</b>	<b>10</b>

### Boeding, Matthew

		Time at Activity	Hours Paid	Points
<b>Start Time:</b> 5/25/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication tools Understanding car pinch points Tower truck operation with water flowing.			
<b>Start Time:</b> 5/19/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> PS TRACK TARGET SOLUTIONS			
<b>Start Time:</b> 5/10/2023 1:00:00 PM	<b>Activity:</b>	02:00		2
<b>Log Type:</b> Training	<b>Entry Text:</b> Scene Size up			

**Total Hours and Points: 10:00 0 10**

**Brockman, Stacy, D**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/31/2023 1:00:00 PM	<b>Activity:</b>	03:00		3
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication class with cutting up a vehicle			
<b>Start Time:</b> 5/31/2023 11:00:00 AM	<b>Activity:</b>	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> Forcible entry training with new door prop			
<b>Start Time:</b> 5/25/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication tools Understanding car pinch points Tower truck operation with water flowing.			
<b>Start Time:</b> 5/19/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> PS TRACK TARGERT SOLUTIONS			
<b>Start Time:</b> 5/10/2023 1:00:00 PM	<b>Activity:</b>	02:00		2
<b>Log Type:</b> Training	<b>Entry Text:</b> Scene Size up			
<b>Start Time:</b> 5/3/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Training Fire Ground Tactics			
<b>Total Hours and Points:</b>		<b>18:00</b>	<b>0</b>	<b>18</b>

**Brown, Killian**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/31/2023 1:00:00 PM	<b>Activity:</b>	03:00		3
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication class with cutting up a vehicle			
<b>Start Time:</b> 5/31/2023 11:00:00 AM	<b>Activity:</b>	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> Forcible entry training with new door prop			

**Start Time:** 5/25/2023 1:00:00 PM **Activity:** 04:00 4

**Log Type:** Training **Entry Text:** Extrication tools  
Understanding car pinch  
pointsTower truck  
operation with water  
flowing.

**Total Hours and Points: 08:00 0 8**

**Brown, Wayne**

**Time at Activity Hours Paid Points**  
**Start Time:** 5/30/2023 9:00:00 AM **Activity:** 08:00 8

**Log Type:** Training **Entry Text:** Extrication tools  
Understanding car pinch  
pointsVehicle Extrication  
Practicals

**Start Time:** 5/12/2023 1:00:00 PM **Activity:** 02:00

**Log Type:** Training **Entry Text:** New Driver training

**Start Time:** 5/9/2023 1:00:00 PM **Activity:** 04:00 4

**Log Type:** Training **Entry Text:** TrainingHigh rise fire  
debrief

**Start Time:** 5/3/2023 1:00:00 PM **Activity:** 04:00 4

**Log Type:** Training **Entry Text:** TrainingFire Ground  
Tactics

**Total Hours and Points: 18:00 0 16**

**Burton, Eric**

**Time at Activity Hours Paid Points**  
**Start Time:** 5/23/2023 8:00:00 AM **Activity:** 06:00 6

**Log Type:** Training **Entry Text:** Driver/Operator:  
PumperPersonnel  
participated in the  
pumper class taught by  
MFD personnel.

**Total Hours and Points: 06:00 0 6**

**Cody, Mark A**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/30/2023 9:00:00 AM	<b>Activity:</b>	08:00		8
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication tools Understanding car pinch points Vehicle Extrication Practicals			
<b>Start Time:</b> 5/9/2023 1:00:00 PM	<b>Activity:</b>	04:00		
<b>Log Type:</b> Training	<b>Entry Text:</b> Training High rise fire debrief			
<b>Total Hours and Points:</b>		<b>12:00</b>	<b>0</b>	<b>8</b>

**Dutton II, Kenneth Ross**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/31/2023 1:00:00 PM	<b>Activity:</b>	03:00		3
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication class with cutting up a vehicle			
<b>Start Time:</b> 5/31/2023 11:00:00 AM	<b>Activity:</b>	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> Forcible entry training with new door prop			
<b>Start Time:</b> 5/25/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication tools Understanding car pinch points Tower truck operation with water flowing.			
<b>Start Time:</b> 5/19/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> PS TRACK TARGERT SOLUTIONS			
<b>Start Time:</b> 5/4/2023 8:00:00 AM	<b>Activity:</b>	01:30		1
<b>Log Type:</b> Training	<b>Entry Text:</b>			
<b>Total Hours and Points:</b>		<b>13:30</b>	<b>0</b>	<b>13</b>

**McCawley, Justus**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/31/2023 1:00:00 PM	<b>Activity:</b>	03:00		3
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication class with cutting up a vehicle			
<b>Start Time:</b> 5/31/2023 11:00:00 AM	<b>Activity:</b>	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> Forcible entry training with new door prop			
<b>Start Time:</b> 5/30/2023 9:00:00 AM	<b>Activity:</b>	08:00		8
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication tools Understanding car pinch points Vehicle Extrication Practicals			
<b>Start Time:</b> 5/9/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Training High rise fire debrief			
<b>Start Time:</b> 5/3/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Training Fire Group Tactics			
<b>Total Hours and Points:</b>		<b>20:00</b>	<b>0</b>	<b>20</b>

**McGee, Dusty**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/30/2023 9:00:00 AM	<b>Activity:</b>	08:00		8
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication tools Understanding car pinch points Vehicle Extrication Practicals			
<b>Start Time:</b> 5/9/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Training High rise fire debrief			
<b>Start Time:</b> 5/3/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Training Fire Group Tactics			

**Total Hours and Points: 16:00 0 16**

**Price, Darren**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/23/2023 8:00:00 AM	<b>Activity:</b>	06:00		6
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver/Operator: PumperPersonnel participated in the pumper class taught by MFD personnel.			
<b>Total Hours and Points:</b>		<b>06:00</b>	<b>0</b>	<b>6</b>

**Putnam, Cory**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/23/2023 8:00:00 AM	<b>Activity:</b>	06:00		6
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver/Operator: PumperPersonnel participated in the pumper class taught by MFD personnel.			
<b>Start Time:</b> 5/10/2023 1:00:00 PM	<b>Activity:</b>	02:00		2
<b>Log Type:</b> Training	<b>Entry Text:</b> Scene Size up			
<b>Total Hours and Points:</b>		<b>08:00</b>	<b>0</b>	<b>8</b>

**Reinhart, Joey**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/23/2023 8:00:00 AM	<b>Activity:</b>	06:00		6
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver/Operator: PumperPersonnel participated in the pumper class taught by MFD personnel.			
<b>Total Hours and Points:</b>		<b>06:00</b>	<b>0</b>	<b>6</b>

**Rhoades, Lawrence**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/30/2023 9:00:00 AM	<b>Activity:</b>	08:00		8
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication tools Understanding car pinch points Vehicle Extrication Practicals			
<b>Start Time:</b> 5/9/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Training High rise fire debrief			
<b>Total Hours and Points:</b>		<b>12:00</b>	<b>0</b>	<b>12</b>

**Steeves, Zachariah**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/23/2023 8:00:00 AM	<b>Activity:</b>	06:00		6
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver/Operator: Pumper Personnel participated in the pumper class taught by MFD personnel.			
<b>Start Time:</b> 5/4/2023 8:00:00 AM	<b>Activity:</b>	01:30		1
<b>Log Type:</b> Training	<b>Entry Text:</b>			
<b>Total Hours and Points:</b>		<b>07:30</b>	<b>0</b>	<b>7</b>

**Stone, Slater**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/31/2023 1:00:00 PM	<b>Activity:</b>	03:00		3
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication class with cutting up a vehicle			
<b>Start Time:</b> 5/31/2023 11:00:00 AM	<b>Activity:</b>	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> Forcible entry training with new door prop			
<b>Start Time:</b> 5/25/2023 1:00:00 PM	<b>Activity:</b>	04:00		4

<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication tools Understanding car pinch pointsTower truck operation with water flowing.			
<b>Start Time:</b> 5/19/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> PS TRACK TARGERT SOLUTIONS			
<b>Start Time:</b> 5/10/2023 1:00:00 PM	<b>Activity:</b>	02:00		2
<b>Log Type:</b> Training	<b>Entry Text:</b> Scene Size up			
<b>Total Hours and Points:</b>		<b>14:00</b>	<b>0</b>	<b>14</b>

**Sunderland, Daniel J**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/30/2023 9:00:00 AM	<b>Activity:</b>	08:00		8
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication tools Understanding car pinch pointsVehicle Extrication Practicals			
<b>Start Time:</b> 5/12/2023 1:00:00 PM	<b>Activity:</b>	02:00		
<b>Log Type:</b> Training	<b>Entry Text:</b> New Driver training			
<b>Start Time:</b> 5/9/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> TrainingHigh rise fire debrief			
<b>Start Time:</b> 5/3/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> TrainingFire Ground Tactics			
<b>Total Hours and Points:</b>		<b>18:00</b>	<b>0</b>	<b>16</b>

**Tompson, Ron**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/30/2023 9:00:00 AM	<b>Activity:</b>	08:00		8
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication tools Understanding car pinch			

pointsVehicle Extrication  
Practicals

**Start Time:** 5/9/2023 1:00:00 PM **Activity:** 04:00 4  
**Log Type:** Training **Entry Text:** TrainingHigh rise fire  
debrief

**Start Time:** 5/3/2023 1:00:00 PM **Activity:** 04:00 4  
**Log Type:** Training **Entry Text:** TrainingFire Group  
Tactics

**Total Hours and Points: 16:00 0 16**

**Wilborn, Patrick**

**Time at Activity Hours Paid Points**

**Start Time:** 5/23/2023 8:00:00 AM **Activity:** 06:00 6  
**Log Type:** Training **Entry Text:** Driver/Operator:  
PumperPersonnel participated in the  
pumper class taught by  
MFD personnel.

**Start Time:** 5/4/2023 8:00:00 AM **Activity:** 01:30 1  
**Log Type:** Training **Entry Text:**

**Total Hours and Points: 07:30 0 7**

**Wisdom, Zachary**

**Time at Activity Hours Paid Points**

**Start Time:** 5/30/2023 9:00:00 AM **Activity:** 08:00 8  
**Log Type:** Training **Entry Text:** Extrication tools  
Understanding car pinch  
pointsVehicle Extrication  
Practicals

**Start Time:** 5/9/2023 1:00:00 PM **Activity:** 04:00 4  
**Log Type:** Training **Entry Text:** TrainingHigh rise fire  
debrief

**Total Hours and Points: 12:00 0 12**

**Wolverton, Charles B**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 5/31/2023 1:00:00 PM	<b>Activity:</b>	03:00		3
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication class with cutting up a vehicle			
<b>Start Time:</b> 5/31/2023 11:00:00 AM	<b>Activity:</b>	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> Forcible entry training with new door prop			
<b>Start Time:</b> 5/25/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Extrication tools Understanding car pinch points Tower truck operation with water flowing.			
<b>Start Time:</b> 5/19/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> PS TRACK TARGERT SOLUTIONS			
<b>Start Time:</b> 5/10/2023 1:00:00 PM	<b>Activity:</b>	02:00		2
<b>Log Type:</b> Training	<b>Entry Text:</b> Scene Size up			
<b>Total Hours and Points:</b>		<b>14:00</b>	<b>0</b>	<b>14</b>
<b>Grand Total Hours and Points:</b>		<b>10 Days, 1</b>	<b>0</b>	<b>243</b>

**Report Filter Settings**

**Report Name:** Department Log Hours and Points, Detailed  
**Filter Name:** Last Month's Training  
**Filter Expression:** ([StartTime] is between '5/1/2023 12:00:00 AM' and '5/31/2023 11:59:59 PM') And ([LogTypeID] equals 'Training')



**Location:** Burkhart W., Moberly, MO

**Color:** Green

**District:** WARD THREE      **Township:**

**Year:**

**Next Test Date:** 05/23/2024

**Make:** American Darling

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/24/2023		2664	2087	55	40	45	1061

**Hydrant Number: 3w078**

**Location:** Fisk, Moberly, MO

**Color:** Orange

**District:** WARD THREE      **Township:**

**Year:**

**Next Test Date:** 05/23/2024

**Make:** Mueller

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/24/2023				50	30	30	
05/24/2023		1507	1144	50	30	30	919

**Hydrant Number: 4W021**

**Location:** Quinn Street, Moberly, MO 65270

**Color:** Orange

**District:** WARD FOUR      **Township:**

**Year:**

**Next Test Date:** 05/13/2021

**Make:**

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/04/2023		989	750	50	20	20	750

**Hydrant Number: 4W022**

**Location:** Quinn Street, Moberly, MO 65270  
**District:** WARD FOUR      **Township:**  
**Next Test Date:** 05/13/2021

**Color:** Orange  
**Year:**  
**Make:**

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/04/2023		1438	1091	50	20	35	750

**Hydrant Number: 4W023**

**Location:** Buchanan Street, Moberly, MO 65270  
**District:** WARD FOUR      **Township:** MOBERLY  
**Next Test Date:** 05/03/2024

**Color:** Orange  
**Year:**  
**Make:**

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/04/2023		643	488	50	10	15	531

**Hydrant Number: 4W024**

**Location:** Buchanan Street, Moberly, MO 65270  
**District:** WARD FOUR      **Township:** MOBERLY  
**Next Test Date:** 05/03/2024

**Color:** Orange  
**Year:**  
**Make:**

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/04/2023		699	531	50	10	20	531

**Hydrant Number: 4W025**

**Location:** Buchanan Street, Moberly, MO 65270

**Color:** Green

**District:** WARD FOUR      **Township:** MOBERLY  
**Next Test Date:** 05/03/2024

**Year:**  
**Make:**

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/04/2023		2367	1797	50	35	40	993

**Hydrant Number: 4W025A**

**Location:** 1301 Buchanan ST, Moberly, MO 65270      **Color:** Orange  
**District:** WARD FOUR      **Township:** MOBERLY      **Year:**  
**Next Test Date:** 05/03/2024      **Make:**

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/04/2023		3680	2793	50	40	45	1061

**Hydrant Number: 4W026**

**Location:** Sturgeon, Moberly, MO 65270      **Color:** Blue  
**District:** WARD FOUR      **Township:** MOBERLY      **Year:**  
**Next Test Date:** 05/03/2024      **Make:**

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/04/2023		3680	2793	50	40	45	1061

**Hydrant Number: 4W027**

**Location:** Henry Street, Moberly, MO 65270      **Color:** Orange  
**District:** WARD FOUR      **Township:** MOBERLY      **Year:**

**Next Test Date:** 05/03/2024

**Make:**

<i>FLOW TEST SUMMARY</i>							
Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/04/2023		1091	828	50	20	25	750

**Hydrant Number: 4W028**

**Location:** Henry Street, Moberly, MO 65270

**Color:** Orange

**District:** WARD FOUR

**Township:** MOBERLY

**Year:**

**Next Test Date:** 05/03/2024

**Make:**

<i>FLOW TEST SUMMARY</i>							
Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/04/2023		699	531	50	10	20	531

**Hydrant Number: 4W029**

**Location:** Henry Street, Moberly, MO 65270

**Color:** Green

**District:** WARD FOUR

**Township:** MOBERLY

**Year:**

**Next Test Date:** 05/03/2024

**Make:**

<i>FLOW TEST SUMMARY</i>							
Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/04/2023		2192	1663	50	30	40	919
05/04/2023				50			

**Hydrant Number: 4W030**

**Location:** Myra Street, Moberly, MO 65270

**Color:** Orange

**District:** WARD FOUR

**Township:** MOBERLY

**Year:**

**Next Test Date:** 05/03/2024

**Make:**

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/04/2023		830	650	55	15	20	650

**Hydrant Number: 4W040**

**Location:** Concannon ST, Moberly, MO

**Color:** Orange

**District:** WARD FOUR      **Township:**

**Year:**

**Next Test Date:** 05/11/2024

**Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/12/2023		4109	3219	55	45	50	1126

**Hydrant Number: 4w041**

**Location:** Concannon ST, Moberly, MO

**Color:** Orange

**District:** WARD FOUR      **Township:**

**Year:**

**Next Test Date:** 05/11/2024

**Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/12/2023		3874	3035	55	40	50	1061

**Hydrant Number: 4W042**

**Location:** Concannon ST, Moberly, MO

**Color:** Orange

**District:** WARD FOUR      **Township:**

**Year:**

**Next Test Date:** 05/11/2024

**Make:** Mueller

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/12/2023		2664	2087	55	40	45	1061

**Hydrant Number: 4W043**

**Location:** Concannon ST, Moberly, MO      **Color:** Orange  
**District:** WARD FOUR      **Township:**      **Year:**  
**Next Test Date:** 05/11/2024      **Make:** Mueller

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/12/2023		2664	2087	55	40	45	1061

**Hydrant Number: 4W044**

**Location:** Concannon ST, Moberly, MO      **Color:** Orange  
**District:** WARD FOUR      **Township:**      **Year:**  
**Next Test Date:** 05/11/2024      **Make:** Mueller

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/12/2023		2602	1975	50	20	45	750

**Hydrant Number: 4W045**

**Location:** Bond ST, Moberly, MO      **Color:** Orange  
**District:** WARD FOUR      **Township:**      **Year:**  
**Next Test Date:** 05/11/2024      **Make:** Mueller

**FLOW TEST SUMMARY**

**Flow**      **Flow**      **Actual**

Test Date	Test Purpose	at 0 PSI	at 20 PSI	Static Pressure	Pitot Pressure	Residual Pressure	Calculated Flow
05/12/2023		3442	2612	50	35	45	993

**Hydrant Number: 4W046**

**Location:** Bond ST, Moberly, MO      **Color:** Orange  
**District:** WARD FOUR      **Township:**      **Year:**  
**Next Test Date:** 05/11/2024      **Make:** American Darling

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/12/2023		2909	2208	50	25	45	839

**Hydrant Number: 4W047**

**Location:** Bond ST, Moberly, MO      **Color:** Orange  
**District:** WARD FOUR      **Township:**      **Year:**  
**Next Test Date:** 05/11/2024      **Make:** American Darling

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/12/2023		3187	2418	50	30	45	919
05/12/2023		3187	2418	50	30	45	919

**Hydrant Number: 4W048**

**Location:** Bond ST, Moberly, MO      **Color:** Orange  
**District:** WARD FOUR      **Township:**      **Year:**  
**Next Test Date:** 05/17/2024      **Make:** American Darling

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/18/2023		2531	1921	50	40	40	1061

**Hydrant Number: 4W048A**

**Location:** Bond & Oak Terr, Moberly, MO 65270      **Color:** Orange  
**District:** WARD ONE      **Township:**      **Year:**  
**Next Test Date:** 05/17/2024      **Make:** American Darlling

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/18/2023		1943	1561	60	30	45	919

**Hydrant Number: 4W049**

**Location:** Bond ST, Moberly, MO 65270      **Color:** Orange  
**District:** WARD FOUR      **Township:**      **Year:**  
**Next Test Date:** 05/17/2024      **Make:** American Darlling

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/18/2023		4540	3647	60	50	55	1186
05/18/2023				60	50	55	

**Hydrant Number: 4W050**

**Location:** Franklin Street W, Moberly, MO 65270      **Color:** Red  
**District:** WARD FOUR      **Township:**      **Year:**

**Next Test Date:** 05/17/2024

**Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/18/2023		643	488	50	10	15	531

**Hydrant Number: 4W051**

**Location:** Franklin Street W, Moberly, MO 65270

**Color:** Red

**District:** WARD FOUR

**Township:**

**Year:**

**Next Test Date:** 05/17/2024

**Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/18/2023		788	598	50	15	15	650

**Hydrant Number: 4W052**

**Location:** Franklin Street W, Moberly, MO 65270

**Color:** Red

**District:** WARD FOUR

**Township:**

**Year:**

**Next Test Date:** 05/17/2024

**Make:** American Darlling

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/18/2023							
05/18/2023		788	598	50	15	15	650

**Hydrant Number: 4W053**

**Location:** 1000 Franklin Street W, Moberly, MO 65270

**Color:** Red

**District:** WARD FOUR

**Township:**

**Year:**

**Next Test Date:** 05/17/2024

**Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/18/2023							
05/18/2023		788	598	50	15	15	650

**Hydrant Number: 4W054**

**Location:** Franklin Street W, Moberly, MO 65270

**Color:** Orange

**District:** WARD FOUR

**Township:**

**Year:**

**Next Test Date:** 05/17/2024

**Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/18/2023							
05/18/2023				60			
05/18/2023		809	650	60	15	20	650

**Hydrant Number: 4W056**

**Location:** 200 Holman, Moberly, MO 65270

**Color:** Orange

**District:** WARD FOUR

**Township:**

**Year:**

**Next Test Date:** 05/17/2024

**Make:** American Darlling

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/18/2023		3680	2793	50	40	45	1061
05/18/2023							

**Hydrant Number: 4W057**

**Location:** West End, Moberly, MO 65270 **Color:** Red  
**District:** WARD FOUR **Township:** **Year:**  
**Next Test Date:** 05/17/2024 **Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/18/2023		591	463	55	10	10	531
05/18/2023							

**Hydrant Number: 4W058**

**Location:** 1002 West End PL, Moberly, MO 65270 **Color:** Red  
**District:** WARD FOUR **Township:** **Year:**  
**Next Test Date:** 05/17/2024 **Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/18/2023							
05/18/2023		591	463	55	10	10	531

**Hydrant Number: 4W059**

**Location:** 1026 West End Place, Moberly, MO 65270 **Color:** Orange  
**District:** WARD FOUR **Township:** **Year:**  
**Next Test Date:** 05/17/2024 **Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/18/2023		591	463	55	10	10	531

05/18/2023

55

10

10

**Hydrant Number: 4w061**

**Location:** Coates Street W, Moberly, MO 65270

**Color:** Red

**District:** WARD FOUR      **Township:**

**Year:**

**Next Test Date:** 05/11/2021

**Make:**

*FLOW TEST SUMMARY*

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/18/2023		599	454	50	10	10	531
05/18/2023							

**Hydrant Number: 4w070**

**Location:** Reed Street W, Moberly, MO 65270

**Color:** Orange

**District:** WARD FOUR      **Township:**

**Year:**

**Next Test Date:** 05/23/2024

**Make:** American Darlling

*FLOW TEST SUMMARY*

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/24/2023		943	927	656	30	30	919

**Hydrant Number: 4w071**

**Location:** Reed Street W, Moberly, MO 65270

**Color:** Green

**District:** WARD FOUR      **Township:**

**Year:**

**Next Test Date:** 05/23/2024

**Make:** Mueller

*FLOW TEST SUMMARY*

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
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05/24/2023	3393	2829	70	50	60	1186
05/24/2023	3393	2829	70	50	60	1186

**Hydrant Number: 4w072**

**Location:** Rollins Street W, Moberly, MO 65270 **Color:** Orange  
**District:** WARD FOUR **Township:** **Year:**  
**Next Test Date:** 05/23/2024 **Make:** American Darling

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/24/2023		989	750	50	20	20	750

**Hydrant Number: 4w073**

**Location:** Rollins Street W, Moberly, MO 65270 **Color:** Orange  
**District:** WARD FOUR **Township:** **Year:**  
**Next Test Date:** 05/23/2024 **Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
05/24/2023		1220	926	50	25	25	839

**Hydrant Number: 4w074**

**Location:** Rollins Street W, Moberly, MO 65270 **Color:** Orange  
**District:** WARD FOUR **Township:** **Year:**  
**Next Test Date:** 05/23/2024 **Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						

05/24/2023 1164 912 55 25 25 839

**Hydrant Number: 4w075**

**Location:** Rollins Street W, Moberly, MO 65270 **Color:** Green  
**District:** WARD FOUR **Township:** **Year:**  
**Next Test Date:** 05/23/2024 **Make:** Mueller

*FLOW TEST SUMMARY*

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
05/24/2023		1122	902	60	25	25	839

**Report Filter Settings**

**Report Name:** Hydrant Flow Tests by Test Date  
**Filter Name:** Last Month  
**Filter Expression:** [TestDate] is between '5/1/2023 12:00:00 AM' and '5/31/2023 11:59:59 PM'

06/01/23  
07:42

Moberly Police Department  
Total CAD Calls Received, by Nature of Call

Page: 343  
1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	5	0.47
Accident/Motor Vehicle	33	3.09
Alarm Call	22	2.06
Animal Bite	1	0.09
Animal Complaint	26	2.43
Assault	12	1.12
Assist Other Agency	32	2.99
Assist Police	2	0.19
Assist Public/Employee	106	9.92
Building Check	153	14.31
Burglary	3	0.28
Damage Property	13	1.22
Death Investigation	3	0.28
Document Delivery/Pickup	8	0.75
Domestic Abuse	1	0.09
E911 Check	6	0.56
Extra Watch	32	2.99
Extra Watch Request	24	2.25
Field Contact	22	2.06
Fire Alarm Call	3	0.28
Fire Call	11	1.03
Fire Health Safety Check	7	0.65
Found Property/Contraband	13	1.22
Fraud	3	0.28
Harassment	10	0.94
Health Safety	1	0.09
Keeping the Peace	5	0.47
Medical Assist\RCAD	57	5.33
Parking Violation	19	1.78
Peace Disturbance	73	6.83
Runaway Juv	1	0.09
Sex Offenses	2	0.19
Special Assignment	7	0.65
Stealing	33	3.09
Suspicious Activity	50	4.68
Suspicious Person	28	2.62
Suspicious Vehicle	16	1.50
Traffic Complaint	174	16.28
Trespass/Refusing to Leave	6	0.56
Warrant Arrest	23	2.15
Try to Contact/Well-Being	23	2.15
Total Calls:		1069

Report Includes:

- All dates between `00:00:01 05/01/23` and `23:59:59 05/31/23`
- All nature of incidents
- All cities matching `MOB`
- All types
- All priorities
- All agencies

\*\*\* End of Report \SpillmanServer\app\tmp\reportTmp\_aspilman\r



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**  
**May 2023**

1. Burglary 1<sup>st</sup> Degree: Suspect: TT, B/M, 25 yoa; Victim: TJ, B/F, 25 yoa. Reports sent to RCPA.
2. Harassment 1<sup>st</sup> Degree: Suspect: TT, B/M, 25 yoa; Victim: TJ, B/F, 25 yoa. Reports sent to RCPA.
3. Property Damage 1<sup>st</sup> Degree: Suspect: TT, B/M, 25 yoa; Victim: KJ, W/M, 30 yoa. Reports sent to RCPA.
4. Resisting/Interfering W/Arrest, Felony: Suspect: TT, B/M, 25 yoa; Victim: State of MO. Reports sent to RCPA.
5. Tamper W/ A Victim In A Felony Prosecution: Suspect: TT, B/M, 25 yoa; Victim: TJ, B/F, 25 yoa. Reports sent to RCPA.
6. Possession of Controlled Substance (Meth): Suspect: TB, W/M, 42 yoa; Victim: State of MO. Reports sent to RCPA.
7. Possession of a Controlled Substance; Suspect: AS W/F, 52 YOA; Victim: State of MO. Reports sent to RCPA.
8. Delivery of a Controlled Substance; Suspect: AS W/F, 52 YOA; Victim: State of MO. Reports sent to RCPA.
9. Possession of a Controlled Substance; Suspect: RS W/M, 46 YOA; Victim: State of MO. Reports sent to RCPA.
10. Delivery of a Controlled Substance; Suspect: RS W/M, 46 YOA; Victim: State of MO. Reports sent to RCPA. Reports sent to RCPA.
11. Burglary; Suspect: CJ W/M, 33 YOA; Victim: PL W/F, 71 YOA. Reports sent to RCPA.
12. Fraudulent Use of Credit/Debit Card; Suspect: MA W/F, 26 YOA; Victim: Local Business. Reports sent to RCPA.
13. Stealing; Suspect NG B/M, 23 YOA; Victim: Local Business. Reports sent to RCPA.

- 14. Fraudulent Use of Credit/Debit Card; Suspect NG B/M, 23 YOA; Victim: Local Business. Reports sent to RCPA.
- 15. Stealing; Suspect: CJ W/M, 33 YOA; Victim: SH W/M, 52 YOA. Reports sent to RCPA.

**Cases Cleared.....15**  
**Interviews.....112**  
**Interrogations.....2**  
**Reports Written.....101**

**Special Assignments**

Monthly Report

- Completed Paycom for detective unit.
- Approved numerous reports for Detective Unit.
- Tagged numerous body camera videos.
- Liquor License Application- Walmart Supercenter #40.
- Liquor License Application- Moberly Mart.
- Conducted follow up on Child Abuse investigation.
- Conducted follow up on Child Molestation investigation.
- Assisted Patrol Division with Trespassing involving juveniles.
- Conducted follow up on Sexual Exploitation of a Minor investigation.
- Assisted Children’s Division with a Hotline investigation.
- Liquor License Application- Break Time #3163.
- Liquor License Application- Break Time #3071.
- Attended forensic interview in Columbia for Child Abuse investigation.
- Picked up radio equipment from Wireless USA in Columbia.
- Recovered evidence in reference to Burglary investigation.
- Liquor License Application- El Vaquero.
- Liquor License Application- Coates Street Corner Grill.
- Liquor License Application- B&B Theatres/ Moberly Five & Drive.
- MIRMA Online Training- Sexual Harassment in the Workplace.
- Assisted Columbia Police Department with a Sexual Assault/Child Pornography investigation.
- Investigated a report of Harassment/Tampering with a Victim.
- Attended forensic interview in Columbia for Child Molestation investigation.
- Liquor License Application- Dollar General #24671.
- Liquor License Application- Dollar General #1230.
- Liquor License Application- Dollar General #1811.
- Liquor License Application- Walgreens.
- Submitted report to the Child Abuse Hotline.
- Conducted follow up on Fraud investigation.
- Liquor License Application- Pizza Works.
- Liquor License Application- Bratcher’s Fuel.



**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

Liquor License Application- Bratcher's Market.  
 Conducted follow up on Murder 2<sup>nd</sup> degree investigation.  
 Liquor License Application- FL59 (Moberly Travel Center).  
 MIRMA Online Training- Workplace Ergonomics.  
 Call out to assist with Death Investigation.  
 Conducted follow up for Death Investigation.  
 Contacted by witness/ potential victim in Fraud investigation.  
 Attended autopsy in Columbia in reference to Death Investigation.  
 Liquor License Application- Case N Keg.  
 Liquor License Application- Fraternal Order of Eagles.  
 Liquor License Application- MO Axe Company.  
 Assisted Patrol Division with Suspicious Person/ Possession of Controlled Substance (Meth).  
 Liquor License Application- 7<sup>th</sup> Heaven (Moberly Store).  
 Assisted NOMO Drug Task Force with drug investigation.  
 Submitted investigative subpoena to Chime Financial.  
 Conducted follow up on Child Abuse investigation.  
 Submitted MSHP Lab Analysis Request form for Murder investigation.  
 Virtual Academy Online Training- Racial Profiling for Traffic Stops and Field Contacts.  
 Attended Supervisor's Meeting.  
 Completed annual training courses.  
 Conducted follow-ups in reference to Child Abuse, Endangering the Welfare of a Child investigation.  
 Downloaded Facebook search warrant return in reference to Fraudulent Use of a Credit/Debit Card investigation.  
 Reviewed Facebook return in reference to Fraudulent Use of a Credit/Debit Card investigation.  
 Assisted NOMO Drug Task Force with Search Warrant for drug investigation.  
 Submitted US Bank request in reference to Burglary, Fraudulent Use of Credit/Debit Card investigation.  
 Conducted follow-ups in reference to Burglary, Fraudulent Use of Credit/Debit Card investigation.

Reviewed video surveillance in reference to Burglary, Fraudulent Use of Credit/Debit Card investigation.

Assisted patrol division with Stealing, Fraudulent Use of Credit/Debit Card investigation.

Conducted follow-ups in reference to Stealing, Fraudulent Use of Credit/Debit Card investigation.

Reviewed video surveillance in reference to Stealing, Fraudulent Use of Credit/Debit Card investigation.

Interviewed suspect in reference to Fraudulent Use of Credit/Debit Card investigation.

Interviewed witnesses in reference to Fraudulent Use of Credit/Debit Card investigation.

Submitted 3 Investigative Subpoena requests to RCPA in reference to Fraudulent Use of a Credit/Debit Card investigation.

Conducted security detail for Moberly Area Community College's graduation.

Conducted security detail for Moberly High School's graduation.

Attended 2 Adjudication Hearings at the Randolph County Courthouse.

Submitted 3 Investigative Subpoenas to Chime Financial in reference to Fraudulent Use of a Credit/Debit Card investigation.

Assisted Macon Police Department with Stealing investigation.

Assisted Huntsville Police Department with Stealing investigation.

Assisted patrol division with Stealing investigation.

Contacted MIAC reference to Stealing investigation.

Attended Comprehensive Crime Scene course at St. Louis County and Municipal Police Academy.

Reviewed video surveillance in reference to Burglary investigations.

Conducted follow-ups in reference to Burglary investigations.

Conducted follow-ups in reference to Stealing investigation.

Tagged several body camera videos.

Responded to West End Pl. in reference to a trespassing investigation.

Responded to Union Ave. in reference to a stealing investigation.

Responded to W. Reed in reference to a motor vehicle accident Investigation.

Responded to Gratz Brown in reference to a peace disturbance.

Responded to Fisk and Elizabeth in reference to a parking complaint.

Responded to N. Morley in reference to a possible kidnapping investigation.

Conducted security detail for MMA fights at the MACC Activity Center.

Assisted patrol division with a peace disturbance on Morehead.

Assisted patrol division with a peace disturbance on Franklin Street.

Completed firearms training with MPD SWAT team.

Followed up on a fraud investigation.

Followed up on a hotline investigation.

Conducted security detail for MACC graduation.

Followed up on a child molestation investigation.

Completed a Snapchat preservation request in a child molestation investigation.

Completed a Facebook preservation request in a child molestation investigation.

Completed a Facebook preservation request in a child molestation investigation.

Assisted patrol on a stealing investigation.

Responded to Mid Mo Salvage in Fayette in reference to a stealing investigation.

Responded to University of Missouri Hospital for an autopsy.

The logo for the City of Moberly, Missouri, featuring the word "Moberly!" in a blue, cursive, handwritten-style font.

City of

**Police Department**  
Troy Link  
Chief of Police  
264<sup>th</sup> Session FBI Academy

300 N Clark Street  
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Phone: 660-263-0346  
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Followed up on a stealing investigation.  
Completed chemical munitions gas exposure training with MPD SWAT team.  
Responded to Stonebridge Lane in reference to a hotline investigation.  
Assisted patrol division with a peace disturbance in the 600 block of N. Morley.  
Responded to Bertley in reference to a hotline investigation.  
Completed an affidavit for a Facebook search warrant.

Respectfully Submitted,  
Tracey Hayes  
Commander



# Moberly!

Parks & Recreation

## Monthly Report

### May 2023

	2023		2022	
<b>Parks</b>	Thompson Campground	104	Daily(91) Monthly(13) 179	
	Misc. Thompson Campground	\$0.00	\$20.00	
	Miscellaneous Park Fees	\$83.43	Dump Station(1) Raw Water \$63.43 \$1,823.50	
	Overnight Fishing Passes	\$0.00	\$25.00	
	Paddleboat Rental	\$190.00	One hour rental(19) \$230.00	
	Canoe Storage	\$100.00	Boat Storage(2) \$50.00	
	Archery Range	-	-	
	Overlook & Plaza	-	-	
	Midway	-	-	
	Equestrian Area/ Rodeo Ground	2	4-H(2) 0	
			Magice City Master Gardener's Annual Plant Sale(1 res For 2 days)	
	James Youth Center	8	Birthday Party(1) Fair Board Meeting(1) MASA Soccer Meeting(1) Graduation Parties(3) Class Reunion(1 res. For 2 days) Graduation Party(6) Private Event(3) Company Meeting(1) 14	
	Lodge	12	Family Reunion(1) <b>Internal:</b> Blocked for Electrical Repairs(1 res for 4 days) 14	
	Lion's Beuth Park	-	-	
	Tannehill Park & Gazebo	1	Birthday Party(1) 0	
	Depot Park (Entire Park)	-	-	
	Rothwell Park 5K / Complex 5K	-	-	
		2023		2022
	Red 1	1	<b>Internal:</b> MACC Baseball Team Practice & Program(1 res for 31 days) 17-(16 days of MML Games)	
	Red 2	28	14U Moberly Midget League Games(28) 0	
Blue 1	-	-		
Blue 2	-	-		
Blue 3	-	-		
Green 1	1	<b>Internal:</b> MML Pictures(1) 0		

**Fields** (Practices and Games subject to change due to weather)

Green 2	23	MPRD Softball Practice(1) 10U MPRD Softball Games(12) 8U MPRD Softball Games(9) <b>Internal:</b> MML Pictures(1)	13
Green 3	20	MPRD 12U Rec Softball Games(6) MPRD 14U Competitive Softball Games(6) MPRD 12U Competitive Softball Games(5) MPRD 18U Competitive Softball Games(3)	15
Green 4	27	10U Moberly Midget League Games(26) <b>Internal:</b> MACC Softball Team Practice & Program(1 res for 31 days)	17-(16 days of MML Games)
Green 5	28	12U Moberly Midget League Games(28)	17-(16 days of MML Games)
Green 6	16	8U Moberly Midget League Games(16)	8-(8 days of MML Games)
Groeber	23	MPRD Softball Practices(10) Moberly Optimist Practices(11) Private Practice(1) MPRD Softball Practices(8)	17
Meinert	20	Moberly Midget League Practices(8) Optimist Practices(3) Youth Activity(1)	24
Patrick	28	MPD Softball Practices(17) Moberly Midget League Practices(5) Moberly Optimist Practices(5) Youth Activity(1)	23
Fox Field	21	Optimist Practices(21)	21
Fox Park Pickleball / Tennis Courts	-		-
Batting Cages	4	Cage 1 Practice (2) Cage 2 Practice (2)-Optimist League Practices	15
Shelter 1 Tennis Courts	0		1
Wilhite Tennis Courts	-		-
<b>2023</b>			<b>2022</b>
Shelter 1	6	Club Meeting(1) Graduation Party(1) Birthday Party(1) Church Picnic(1) Memorial Service(1) Family Reunion(1)	7
Shelter 3	3	Graduation Party(1) Painting Party(1) Family Reunion(1)	2
Shelter 5	5	Graduation Party(1) Private Event(1) Birthday Party(2) Family Reunion(1)	4

# Shelters

Fox Park Shelter	6	Birthday Party(4) Graduation Party(1) Private Event(1)	6
Klein Shelter	4	Private Events(3) Birthday Party(1) Private Event(4) Graduation Party(1) Church Picnic(1) Family Reunion(1) Church Members Breakfast(1)	4
Lake Pavilion	8	Company Meeting(1) Livestock Show(1 res For 2 days) <b>Internal:</b> Blocked for Amphitheater(1 res For 28 days)	11
Riley Pavilion	3		3
Meditation Garden and Legacy Overlook	-		-
Depot Park Shelter	1	National Day of Prayer(1)	0
<b>2023</b>			<b>2022</b>

# Auditorium

Entire Facility	5	MATC Awards Ceremony(1) Health Community Day(1) Job Fair(1) Wedding Ceremony(1 res for 2 days) <b>Internal:</b> Mother Daughter Tea(1 res for 3 days)	5
<b>2023</b>			<b>2022</b>

# Aquatic Center

Entire Facility	1	Westran Summer School Pool Party(1)	0
Sunshade Area	-		-
<b>2023</b>			<b>2022</b>

# Recreation

100	Mother Daughter Tea	95
3	Missouri Department of Conservation Kayaking class	Class not held in May of 2022

### **Director – Troy Bock**

- Continued coordinating with Bartlett & West on the Kiwanis Park engineering. We have indications from the state that the process for this grant round (February 2022) is finally moving. They expect to have review from the Osage by mid-June and then federal award potentially coming in August/September. Adjustments to the grant budget are being made by the state/federal government given the length of time the grant awards have taken.
- A dedication related to the Vietnam monument was planned by the 1963 graduating class and held at the war memorial in Rothwell Park. Names of those from Randolph County who gave the ultimate sacrifice were inscribed on the back of the existing monument.
- Heritage Hills
  - Staff and a contractor addressed the irrigation issues (water line break, electrical issue).
  - With short staff, the golf course staff is doing reasonably well keeping the course in shape.
- Amphitheater work continues.
- Invasive species treatment has been completed so we will soon be filing reimbursement paperwork with Conservation.
- 4<sup>th</sup> of July preparation and coordination is ongoing.
- Engineering is ongoing for the lakeshore project.
- Met with aquatics staff from maintenance to supervisory staff on the operational side prior to the opening of the Aquatic Center.

### **Administration – Leslie Keeney**

- Continued assisting Jacob with MPRD softball league, i.e. ran background checks and NAYS verification, received shirt order and distributed those to coaches, put teams in contact with MPRD Photographer, etc.
- Assisted Jenna with new hire paperwork.
- Held last MPRA Region 2 meeting in Kirksville, Missouri. Toured Kirksville's Aquatic Center and ate at a local downtown restaurant.
- Attended and took minutes for the quarterly Friends of the Park meeting.
- Oversaw day to day operations of Parks and Recreation Office.

### **Park Superintendent – Dirk Miller**

- We have hired two new employees: Danny Koenig is a full-time employee who will clean and maintain the Park restrooms and do general maintenance and Paula Johnson who is part-time, to mow and some general maintenance.
- Had an issue when we started up the Splash Pad with a valve opening and draining the recirculating water in our tank. This led to replacing a pump motor and adding a pump for back-up purposes. We had the original electrician back to make necessary repairs. Three weeks later we had a crack in a pump filter cover and had to shut down the Pad for repairs.
- Agee Plumbing came and finished work on new water pump for irrigation line for the Complex. While doing that he noticed noise from the old pump motor. We've bid out and ordered a new replacement from Hauser Electric.
- Ground up stumps around Rothwell Park and cut down a large oak tree near the boat ramp along with two others nearby. Staff stained/sealed the boat storage at Rothwell after removing the tree nearby.
- Remole Painting striped the old pool and Candy Cane parking, as well as the new parking at the RV Campground.
- Touched up parts of the slide at the Pool before opening and added mulch to areas where we removed some barberries.

- Brush hogged the West 43 in most areas but still need to brush hog the entrance area. Gravel was added to the West 43 parking lot to relieve the parking at Water Works. Been getting more off-road bikers using the trails.
- Been working on changing overhead lighting at the Pool, Pump House, and Complex Concession and bathrooms with new LED lights. This will qualify for rebates from Ameren. Still waiting on boring machine repairs to install underground electric line to Shelter #5.
- Continue to mow and spray weeds.
- New streetlights should start to be installed this month. We have 20 to replace or add.

### **Athletic Complex Supervisor/Sports Manager – Jacob Bunten**

#### **Athletic Complex:**

- A new VFD system was installed. Working through some minor issues before the system is fully up and running.
- Bleigh Construction finished repair work on nearly 90' of cracked concrete.

#### **Sports:**

- Moberly Midge League opening night was May 8th.
- Moberly Parks and Recreation opening night was May 22nd.
- Moberly Optimist Club opening night was May 30th.
- Between the 3 organizations we have 111 teams playing in summer leagues at HHAC.

### **Recreation Supervisor – Jenna Kitchen**

#### **Events/Marketing**

- Tracey and I are prepping for the 4<sup>th</sup> of July.
- Art in the Park is every Tuesday in July at Lake Pavilion, organized by Little Dixie Regional Libraries.
- June swimming lesson participants: 41 total
- July swimming lessons are filling up quickly. Projected to have more than the June sessions. Deadline for the July session is July 6<sup>th</sup>.
- Tennis lesson participants: 19 total
- Pickleball lesson participants: 3 total

#### **Concessions/Aquatics**

- I am really enjoying this new position and continuing to learn more about aquatic operations.
- Concessions are very busy. We are always finding ways to make things run as smoothly as possible. Dirk and his staff have been helpful in making shelving for concession products to help the area be more organized and provide easier access to products.
- The pool is running smoothly so far.

Director Of Utilities Monthly Report  
**May 2023** (Presented At The June 19 City Council Meeting)

**Director’s Summary**

Sturgeon & Rollins water line replacement is underway. The timeline for the remaining 3 EDA projects that have not been advertised is pointing towards the 3<sup>rd</sup> quarter of 2023 with contract awards to follow, and construction on each to be underway sometime prior to the end of 2023. Other projects underway are the Stormwater 319 Grant Application development along with the Stormwater Master Plan, utility billing kiosk installation and several others.

**Project Tracking**

WTP Tracer Study testing:

- Nearing completion and Jacobs is preparing data model for submittal to DNR.

Sparks Avenue Sewer:

- Construction permit requested. Plans under review for that permit.
- Engineer consultant has scheduled the project for advertisement during 3<sup>rd</sup> quarter of 2023.

Northwest Regional Lift Station:

- Design phase underway.
- Additional SRF documents remaining to be submitted for project timeline extension.
- Easements needed for piping routes. Mapping of those easements to begin soon.

WWTP Digester Liner Replacement:

- Design and specifications activities underway. Nearing advertisement stage.

Route JJ:

- Moberly working to obtain easements. 3/48 outstanding easements remain.
- Jacobs to prepare an application for a construction permit.
- RIG (Regionalization Grant) amount increase applied for.

**EDA Infrastructure Grant Projects:** Project update meetings are held bi-weekly with Jacobs Engineering to track progress and make sure items are addressed in a timely manner. Each project has a 180 day construction timeline. The stormwater project for the Industrial Park is a Howe Company project. The six (6) projects included and the status of each:

Morley Street Pump Station:

- Construction permit received.
- Evaluation of bids is underway. The contract award is slated for July 17<sup>th</sup>.

N. Morley Water Main:

- 100% plans and specifications are complete and have been sent to EDA for approval.
- DNR construction permit has been received.
- Ready to bid once final easement secured and EDA documents received.

Sturgeon and Rollins Water Main:

- Construction underway.
- Construction completion is anticipated by June 30, 2023 and was briefly delayed waiting on receipt of materials, namely the 16” saddles need for relocation of service line connections.

Downtown Sewer Rehab:

- Project has been restructured as one contract for completion of cleaning, inspection and rehabilitation to consolidate the effort with one full service contractor, and to better able to control total project costs. Final scope and specifications discussions with EDA underway.

Downtown CSO Storage Facility:

- Construction permit from DNR expected in the next two months.
- Bid and/or construction start date to accommodate 2023 September special events.

Industrial Park Stormwater – (Howe Company project)

- Award of contract anticipated in June 2023. Physical site work expected to begin in July 2023.

**Dept. Summaries:**

Drinking Water produced: 34.791 MG (1.122 MG/Day)

Drinking Water billed: 20.217 MG (0.652 MG/Day) \$202,363 (\$6,526/Day)

Wastewater Treated: 34.903 MG (1.126 MG/Day)

Wastewater Billed: 19.156 MG (0..589 MG/Day) \$272,324 (\$8,785/Day)

Wastewater Discharge Combined Sewer Outfalls: 10.528 MG

Total May precipitation 3.84 inches

Monthly Water Production	32,830,695
Monthly Used by City Facilities	2,645,087
Accounted for During Water Leaks	1,196,258
System Flushing	612,903
Metered & Billed	27,063,921
YTD Monthly Avg Water Loss	7.2%
*#s are 12 month running average	

## Water Billing Office

- 83 Landlord letters.
- 36 Deposit letters.
- 37 Emails to 8 Landlords.
- 123 meter technician work orders.
- Received 10 Waste Management calls from customers.

## Distribution and Collection Department and Customer Service

- Repaired 7 water leaks.
- Replaced or removed 6 valves.
- Completed 240 Missouri One Call tickets for locating water and sewer lines.
- Staff investigated 16 sewer calls.
- 14 staff OT hours.
- Inspected 5,076 feet of sewer line.
- Jetted approximately 15,059 feet of sewer line. (Almost 3 miles.)
- Sawed 0 feet of sewer lines to remove roots.

## Water Plant

- WTP staff completed 3,597 lab analyses.
- Analyzed 15 Colilert samples for total coliform.
- Called Primex and made the final switch to the new version of IControl (Our In-Plant control system) and got Sam added as a user.
- Talked to the Department of Health and Senior Services about hours for training.
- Sat in on engineer's update meeting. Completed the facility inspection report.
- Completed monthly disinfection turbidity report.
- Jason and Justin went to Macon for license testing.
- Got all three Sugar Creek solar powered ultrasonic algae killers test fired and launched, had two working good and one that had quit working upon launching.
- Started WTP up early in preparation for the annual pool fill.
- Received new vehicle fuel cards.
- Collected BAC-Ts and TOCs.
- Opened up the sludge blowdown meter to get what we thought was going to be condensation out from under the cover and discovered that the meter was getting water under the screen itself. Verified the seal and cover were tightened.
- Searched for old lake sampling results for the 319 Grant effort.
- Changed out mower blades and mowed the plant.
- Switched padlocks at Cooksey's due to lack of keys being returned to the plant. We now have nine keys available.
- Mowed all three water towers.
- Replaced a broken drive belt for the lime feeder.
- Unloaded a pallet of delivered meters for the meter shop.
- Picked up organic-free water from the dialysis clinic.
- Steve brought in lake samples, and we started running the tests for them.
- Took over some totes to the community garden so they have access to water.
- Went to Crown Power and picked up parts for the lawn mower, fixed the deck on it so it will cut better. Collected BAC-Ts and TOCs.
- Calculated a total cost per test on lake samples for the 319 Grant application.

- Picked up road cones for D&C at the 6<sup>th</sup> street community garden and took them back to their shop once they were no longer needed.
- In a Parks Department assistance effort, met with divers for water works lake. Divers explored the intake area and could not find the discharge pipe. The plan was to blow air from the building back to the lake and follow the air bubbles to the intake pipe.
- Took off a trailer tire to get it fixed at Bob's Tire.
- Had a BAC-T sample fail from S. Clark, staff collected repeat samples.
- Ran annual hardness test for the WWTP and gave Emily the results so she can do the paperwork and get it turned in.

### Wastewater Treatment Facility

- Treated 34.903 MGM an average of 1.126 MGD.
- Transferred 1,925,200 gallons of sludge from the SBRs to the digesters.
- 16.65 DT of biosolids were applied during the month.
- 3.84 inches of precipitation fell over a 9-day period.
- Taylor CSO (outfall 002) did not discharge for the month of May.
- Rollins CSO (outfall 003) discharged 10.528 MGD for the month of May.
- Seven Bridges CSO (outfall 004) did not discharge for the month of May.
- Holman Rd CSO (outfall 005) did not discharge for the month of May.
- Grease has been noticed at the wastewater plant more frequently. Pro Pumping has been removing grease from the wet well at Morley Pumpstation on a weekly basis. Floats in the Morley PS have not been working properly due to high grease amounts in the wet well. A total of 13,800 gallons were removed in May. Grease was noticed at the Rollins PS bar screen and the WWTP influent pumpstation. Ace Pipe began 42" interceptor cleaning of accumulated (mostly grease) solids between the Morley pump station and Rollins pump station.
- SBR mixers were greased. This is done three times a year.
- Adjustments were made to the bar screen located in the headworks building. The screening rake was colliding with the opposing rake when in reverse. Staff was able to diagnose and complete a repair.
- May 4<sup>th</sup> the WWTP staff held a spring cleaning and team bonding day at the Rollins Station. Staff worked to clean the household hazardous waste facility and the office building there.
- WWTP Influent Pump #3 was not communicating with the SCADA system. This was sending false alarms. Vandevanter Engineering visited to troubleshoot the system. They were able to get the system to communicate properly. It was found that the electrical box is starting to corrode. This will need to be replaced in the coming years.
- WWTP staff helped Rachel by taking e-waste to the recycling center in Jefferson City.
- The Pista Grit pump has been having issues with running. Investigation revealed that the air compressor is bad. A new one was installed. Another issue we are experiencing is the pump is priming but sometimes will not run. Smith and Loveless has given us troubleshooting options. As of now, the pump seems to be running correctly.
- The land application fields were mowed to prevent weeds taking over the fields. This is intended to encourage the desired grasses to continue to grow.
- Roll offs are being delivered to the Rollins St drying bed. WWTP staff are putting the grease material removed from the lines by Ace Pipe Cleaning into the dumpsters. Once dewatered, the material is being hauled to the Columbia landfill for disposal.

## Water Quality Coordinator

### Household Hazardous Waste

- Accepted 1686.35 lbs hazardous waste into the Household Hazardous Waste Facility.
- Stabilized and disposed of 1313.6 lbs non-reusable materials.
- Distributed 879.8 lbs of recycled material to Moberly residents for reuse.
- Cleaned and organized Household Hazardous Waste Facility.
- Sent antifreeze recycler to auction.
- Sent 2,105 lbs of e-waste to MRC recycling center.

### Public Education and Involvement

- Made appointments with Moberly residents at Household Hazardous Waste Facility.
- Announced opening of HHW facility on social media.
- Hosted informational booth about tree planting program at Master Gardener Plant Sale.
- Ruffled off rain barrel to community members.
- Announced upcoming community cleanup on social media, radio, Chamber meeting and posters.
- Planned Stream Team activities for upcoming semester.

### Illicit Discharge Detection and Elimination

- Provided lake monitoring for Rothwell and Waterworks Lakes.
- Assisted with e. coli testing at Cedar Lake.

### Construction Stormwater Runoff Control

- Performed Land Disturbance Inspections for all Land Disturbance sites (see attached chart.)
- Attended Planning Committee meeting.

### Post-Construction Stormwater Controls

- Cleaned trash out of city hall rain gardens.
- Transplanted plants into rain garden.
- Met with manager of Dollar Tree about retention basin.
- Discussed FILO program options for K. O. Storage.
- Responded to complaints about Russhaven detention basin.

### Municipal Good Housekeeping

- Scheduled annual stormwater training for police and fire department.

### Finances, Certifications and Education

- Attended DNR educational meeting about land disturbance inspections.

319 Grant/Stormwater Master Plan Project

- Contacted potential members of steering committee.
- Sought out grant matching activities.
- Reviewed and updated Barr project SharePoint website.
- Met with Barr to assemble list of questions for DNR.
- Met with city personnel to discuss 319 Grant water quality monitoring.

Land Disturbance Inspections Performed

<b>Site</b>	<b>Permit Holder</b>	<b>Status</b>
Logan Street	Drew Kerns	Construction Not Started
Cobblestone Creek	Tony Stuart	Needs inlet protection
Cobblestone Creek	Graydon Pretz	Needs a construction entrance installed, needs inlet protection, needs permit, needs self-inspections
Ellis Place	Tony Stuart	No issues
Southridge Lots 34,35, & 39	Don Mutter	Inlet Protection not covering drain
Other Southridge Lots	Tony Stuart	No issues
Lantern Pointe	Larry Schnell	Mud washing into drain near entrance
Eagle Tree Ridge	C. L. Richardson	Sediment downstream of basin
ECLC	PCE	No issues
Club Carwash	Scott Mueller	No cement washout, resolved on reinspection
Alt Ed School	Jeff McCracken	No issues

# JUNE REPORT 2023

## SOCIAL MEDIA STATS

### TOP ORGANIC POSTS THIS MONTH

#### INSTAGRAM



**MOBERLY GROW-A-GARDEN RIBBON CUTTING**  
37 LIKES

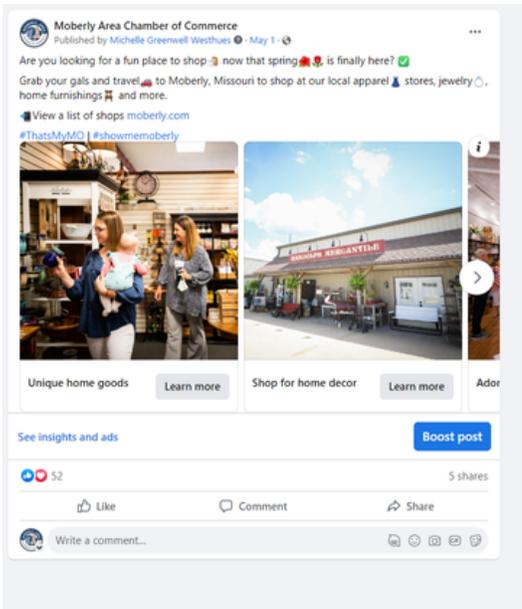
#### FACEBOOK



**FOUR DAYS AWAY FROM CITY WIDE YARD SALES POST**  
REACHED 1,664 PEOPLE

## TOTAL REACH ON SOCIAL MEDIA THIS MONTH

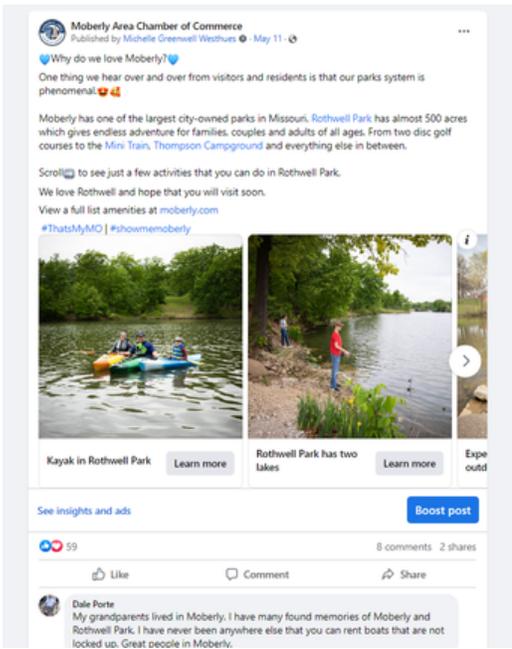
Month	Facebook	Instagram	Twitter	Total
Jan - 2023	31,167	2,222	325	33,714 people
Feb - 2023	48,957	4,560	1,020	54,538 people
March - 2023	41,282	3,206	661	45,149 people
April - 2023	61,038	3,783	684	65,505 people
May - 2023	98,181	4,340	143	102,644 people
As of June 15, 2023	76,390	219,690	281	80,361 people



## SHOPPING AD

Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	May 1 - May 24	10,332	\$300.00

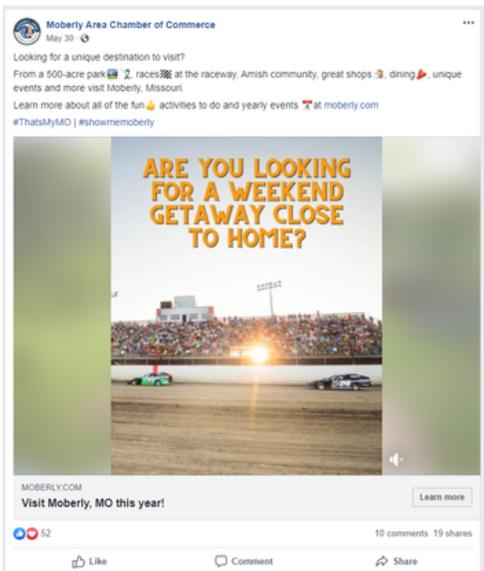
This was a shopping ad where we showcased a variety of places to shop in Moberly.



## ROTHWELL PARK AD

Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	May 11 - May 30	20,200	\$500.00

We had great engagement with these photos and caption as I organic post so we turned it into an ad and targeted Southern Missouri. Moberly is not as well known in this region of the state so it was nice to try something different and get great engagement from it.



## MOBERLY AD

Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	May 30 - June 15	16,520	\$500.00

This ad we executed a few months ago and targeted Kansas City to engage the influx of travelers that were there during the NFL Draft. This ad above was re-targeted towards St. Louis this month.

Moberly received two magazine features this month, one in St Louis Magazine discussing drive-ins for the B&B Theatre, Moberly Five & Drive and the other in Missouri Life Magazine for their 50th anniversary, discussing historic barber shops about Bud's Hair Lounge. These features generated from leads the Chamber responded to.

**StLouis** DINING CULTURE NEWS DESIGN HEALTH FAMILY HISTORY EVENTS A-LIST NEWSLETTERS

**B&B Moberly 5 and Drive**

If you're up for a two-hour drive or taking a weekend trip to Columbia, consider this movie theater, which is actually a mix of indoor theaters and drive-in experiences. Tickets are \$20.28 per car. *3000 N. Morley, Moberly, Missouri.*

**Phoenix Theater**

Likewise, if you're considering a trip to Springfield, the Phoenix Theater and Drive-In is on the way and offers both an indoor and outdoor screen. Tickets for double features are just \$8 for adults and \$7 for kids. Children 2 and under are free. *16675 Highway B, Houston, Missouri.*

**A LEGACY WORTH PASSING FORWARD**  
Some Missouri barbers share the career early on life. Nearly 60 years ago, barber training was a birthday present to Billy and her brother, Bill Linsberger, from an uncle who owned



Friends since preschool, as the old photo they display shows, Shelby Moore (left) and Stephanie Schupp brought the Moberly staple Bud's Barber & Wig Shop over Bud's Hair Lounge in 2013. The pair continues to serve Bud's longtime customers and to be a vital part of town.

Shey owners Shelby Moore and Stephanie Schupp, yet so in paying homage to the shop's heritage.

Friends since they were preschoolers, the hometown daughters, now both 30, reopened the shop last fall, two years after the original proprietor died. Before he retired in 2006, Les "Bud" Pivetti had owned and operated the downtown business—then called Bud's Barber & Wig Shop—for 47 years.

Stephanie described Bud as "a long-time snail" in Moberly. She is a real estate investor and board chair, someone that she shop was the wife. She was eager to bring Shelby, a cosmopolitan, on board as a business partner. Shelby also had a family connection to the shop: Her husband, Adam, was Bud's nephew.

During their renovations last fall, they painted parading and built stations with doctor's cabinets from an old office space. They kept Bud's original chair and sign.

While the shop prides itself on attracting a diverse one generation of customers with an expanding menu of services, they still serve all of Bud's old customers, says Shelby, who is striving to add the title of barber to her business card so that she can offer the popular straight razor shaves, too.

"The idea was to keep Bud's history and barber shop alive but to kind of put a modern twist on it," Stephanie says with reverence for the former owner. "It's been an honor to keep the business going."

But barber schools in the state of California, and back then, she says, she didn't think about herself as backing the stereotype of males as barbers—even though she does herself the "Lady Barber" on hair-removal.

"Of course, I never really thought about it because that's what I wanted to do. Bud really didn't care," she says.

As a teenager, Russell didn't necessarily plan to follow in his father's footsteps, yet at age 20, he decided to go to barber school and now, at 40, he hasn't looked back. Working alongside his father was fun, he says, and barbering is "the only thing I've ever done."

The story of Joseph "Shay" Thomas, owner of Moberly Barber Salon near 10th and Vine in Kansas City, began differently. Doing hair runs in his family, too—his mother, LaDonna Adams, is a Kansas City cosmetologist—yet as a teenager long dreamed of studying at the New York Film Institute.

"I wish, I wanted to be like a mix between Ice Cube and Spike Lee," he says.

Unfortunately, financial setbacks kept him home in Kansas City to help out, then led him to barber school. After six years as a neighborhood barber, though, he says he's grateful his career path changed.

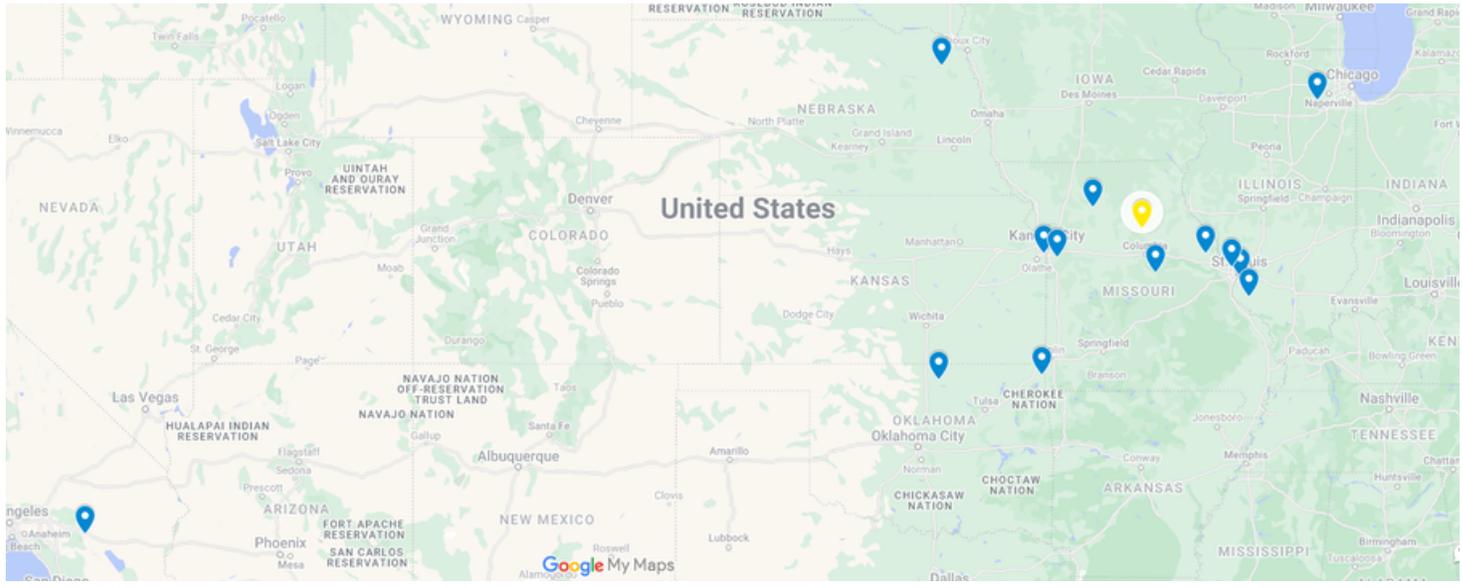
Hearing customers talk about the needs of his community—first at his shop about four miles south of the Jane District and now at his shop in the historic Lincoln Building—inspired him to start the Know Your Foundation in 2019.

At Thanksgiving, he and other volunteers donate turkeys to under-served families through the foundation's Turkey Tuesday program. Through the Food Cui Fresh Start program, they offer free back-to-school baskets for boys and young men.

# VISITORS GUIDE REQUESTS

We have had 30 visitor guide requests this month. Below are some of the locations where they have been sent.

- Highlights include:
- Wayne, NE
  - Ponca City, OK
  - Yorkville, IL
  - Overland Park, KS
  - Palm Springs, CA



MEDIA	2019	2020	2021	2022	2023
DIGITAL	\$10,644.12	\$8,530.54	\$8,449.00	\$6,623.69	\$3,300.00
SHOW ME STRONG DIGITAL	0	\$2,989.99			
PRINT	\$800.00	\$1,200.00	\$2,100.00	\$3,600.00	\$1,500.00
RADIO	0	\$4,998.00			
SEM	\$1,332.93	\$3,465.62	\$3309.03		
BILLBOARD	0	\$2,000.00	0		
TV			\$7,224.00	\$7,014.00	
<b>TOTAL:</b>	<b>\$12,777.05</b>	<b>\$23,184.15</b>	<b>\$12,958.09</b>	<b>\$17,237.69</b>	<b>\$4,300.00</b>

**HALF OF THIS AD SPEND IS REIMBURSED BY THE STATE**

## OWNED COMMUNICATION ASSETS

- Worked on the second visitors-only newsletter of the year (around 1,000 subscribers)
- Sent out monthly June tourism newsletter to residents and partners
- Planned and scheduled social media content
- Gathered photos & videos at C&H Country Cafe & Jacksonville Veterans Cemetery
- Updated moberly.com as needed
- Continued encouraging partners to add locations to the Missouri Film Office database
- Delivered visitors guides and dining and shopping guides to area businesses
- Restocked hotels
- Gave around 30 bags to the regional MU Extension Board Meeting that was held in Moberly on June 2nd



# ADDITIONAL ITEMS

#16.



- Attended Community Betterment Board Meeting, Tourism Commission, 4th Street Theatre Board Meeting & MACA Board Meeting
- Met with Visit Pulaski County on Google Ads, met with MACC Activity Center staff on facility updates and changes, met with County Commissioner, met with the Missouri Division of Tourism on cell phone data tracking software
- Marketed June's Friday Night Cruise & City Wide Yard Sales
  - Had yard sales attendees from Arkansas and Illinois
  - Went on the radio to talk about Friday Night Cruise
- Planned Tourism Tuesday and reached out to partners about attending
- Worked on ad designs and finalized them for the rest of the fiscal year
- Submitted upcoming ads to the Missouri Division of Tourism
- Submitted Q3 MDT Reimbursement and FY24 MDT marketing plan
- Shared ARPA grant information with partners that were eligible

## PLANNED ACTIVITIES

- Continued working on Gus Macker and Junk Junktion

## TOURISM EVENT RECAP



Hall Sisters



- May 19 - Hall Sisters at the 4th Street Theatre
- May 20 - Tess Frizzell & Bobby Tombrlin Concert
- June 1 - Classic Movie Night at the 4th Street Theatre
- June 3 - Dog Show at MACC
- June 9 - Friday Night Cruise, Concert & Cornhole
- June 10 - HLR Night Series
- June 14 - 17 - Railroad Days
- June 16 - Higbee Fair Rodeo
- June 17 - 1st Annual Doubles Disc Golf Tournament
- July 17 - 18 - AHRMA Vintage Nationals

## MONTHLY BILLING

ITEM # DESCRIPTION	JAN	FEB	MARCH	APRIL	MAY	JUNE
102.000.521: ADVERTISING	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517
102.000.540: CONTRACT LABOR	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
102.000.541: ADMINISTRATIVE FEES	\$583	\$583	\$583	\$583	\$583	\$583
<b>TOTAL:</b>	<b>\$7,100</b>	<b>\$7,100</b>	<b>\$7,100</b>	<b>\$7,100</b>	<b>\$7,100</b>	<b>\$7,100</b>

# City of Moberly City Council Agenda Summary

Agenda Number: #17.

Department: City Clerk

Date: June 19, 2023

**Agenda Item:** Consideration For Approval Of A New and Renewal Liquor Applications.

- Summary:**
- **7<sup>th</sup> Heaven Convenience Enterprises, LLC**, 1100 N Morley St, Moberly, MO 65270, submitted by Muazam Shafiq. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.
  - **Aldi Inc. #82**, 400 E Highway 24, Moberly, MO 65270, submitted by Rob Jeffries. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.
  - **Bean of Moberly, LLC**, 118 W Reed St, Moberly, MO 65270, submitted by Jerry Swartz. Retail sale of all kinds of intoxicating liquor by drink, including package sales.
  - **(New Owner) Case N Keg**, 1802 S Morley St, Moberly, MO 65270, submitted by Robert Gillenwater. Retail intoxicating liquor in excess of 5% alcohol, by package only; retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales; wine and malt beverages, permit to allow tasting on premises-limitations – MO Statutes 311.294; and annual caterer’s license – Moberly Ordinance 9529.
  - **Casey’s General Store #1121**, 1222 Hurley St, Moberly, MO 65270, submitted by Henry Downen III. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.
  - **Casey’s General Store #2003**, 326 S Morley St, Moberly, MO 65270, submitted by Henry Downen III. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.
  - **Fiesta Bar & Grill**, 104 W Wightman St, Moberly, MO 65270, submitted by Victoria Lopez. Retail sale of all kinds of intoxicating liquor by drink, including package sales and retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant bar).
  - **Moberly Moose Lodge**, 2050 N Morley St, Moberly, MO 65270, submitted by Kevin Alferman. Retail sale of all kinds of intoxicating liquor by drink, including package sales.
  - **Pizza Hut**, 1311 Hwy 24 East, Moberly, MO 65270, submitted by Nacoma Scherry. Retail malt liquor not in excess of 5% alcohol and wine by drink (No Sunday sales).
  - **West Side Bar & Grill**, 618 Concannon Street, Moberly, MO 65270, submitted by Farris Haque. Retail sale of all kinds of intoxicating liquor by drink, including package sales and retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant bar).

Others may be added to the list prior to the Council Meeting if the completed application is returned with the necessary signatures.

**Recommended**

**Action:** Please approve these applications.

ATTACHMENTS:		Role Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Brubaker</b>	___	___
<input type="checkbox"/> 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>Jeffrey</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>Kyser</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ <b>Lucas</b>	___	___
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Liquor License Apps</u>		Passed	Failed

# City of Moberly City Council Agenda Summary

Agenda Number: #18.  
 Department: City Manager  
 Date: June 19, 2023

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

**Summary:** Candace Rodman was the Chamber of Commerce representative however she has submitted her resignation from the position on the Chamber board and the Tourism Board. The Chamber of Commerce board would like to appoint Sarah Graff as the new representative on the Tourism Commission board. Gina Fowler has submitted her resignation to the Tourism board. Advertisement has been done and one application has been received.

**Recommended**

**Action:** Appoint two individuals to the Tourism Board.

**Fund Name:** N/A

**Account Number:** N/A

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

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



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

May 23, 2023

To whom it may concern,

We would like to make you aware as of our May 2023 Moberly Area Chamber of Commerce Board meeting, Sarah Graff was voted in as the Chamber Vice President for 2023. Sarah will now replace Candace Rodman as our representative for the Moberly Tourism Commission.

If you have any questions or concerns, please feel free to contact us at 660.263.6070 or [director@moberlychamber.com](mailto:director@moberlychamber.com)

Sincerely,

A handwritten signature in black ink that reads "Megan Schmitt".

Megan Schmitt, Executive Director  
Moberly Area Chamber of Commerce



Moberly Area Chamber of Commerce  
211 West Reed St.  
Moberly, MO 65270

4/11/23

Chamber Staff and Board,

I would like to inform you that I am resigning from my position as Vice President of the Chamber Board, including my appointment to the Tourism Commission, effective immediately.

Thank you for the opportunities for professional and personal development that you have provided me during the last few years. I have enjoyed working with this great board and the amazing staff of our Chamber and appreciate the value that it adds to our community.

However, as all MU Extension employees transition out of community roles and in to strictly teaching, supervisors are asking that we fully spend time in the community relevant to Nutrition and Health education. Per this leadership request, I'm being asked to step away from my community engagement roles to be able to increase teaching time.

Furthermore, as I start my PhD in August, my scheduled coursework will be inflexible and more of my time will be committed to being on campus for classes.

I am disheartened by this decision and understand the timing is unfortunate during a busy season, please let me know how I can help with a transition. I will still do my best to be involved as a volunteer and help when possible.

MU Extension, as always, will remain a member of the Chamber.

Sincerely,

A handwritten signature in black ink that reads 'Candace Rodman'.

Candace Rodman, MS  
MU Extension of Randolph County



Board/Commission Application Form

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

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

Name of Board or Commission: Tourism Commission Date: 3/28/23
Your Name: Mark Fischer Street Address: 3041 CR 2750 Moberly, MO
Phone number(s): (evening) 660-998-4688 (day)
Email: mark.fischer602@gmail.com

Do you live within the corporate limits of City of Moberly? Yes (No)
How long have you been a resident of City of Moberly? 40 years
Occupation: Real Estate Agent Employer: RG Moryler Real Estate

Optional Questions (use back of application if necessary)
What experience and/or skills do you have that might especially qualify you to serve on this board or commission?
Board member of the Arts Council
Board member of 4th St Theatre
Life long resident of Moberly with an interest in promoting tourism

What particular contributions do you feel you can make to this board or commission?
I hold a strong passion for promoting tourism in Moberly. My work with the theatre and Arts Council over the last year shows a strong commitment to bringing in new ideas.

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

- 1. Robert Moryler Phone: 573-999-3232
2. Rich Duley Phone: 660-324-3777
3. Bob Riley Phone: 660-998-2353

Mark Fischer
Signature of Applicant

\*Additional Information may be attached to this form.
Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270



Board/Commission Application Form

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Name of Board or Commission: Tourism Date: 5/8/23
Your Name: Sarah Barfield Street Address: 409 Harvest Ln.
Phone number(s): (evening) (day) 202-701-8761
Email: sjb1129@hotmail.com

Do you live within the corporate limits of City of Moberly? Yes/No
How long have you been a resident of City of Moberly? 12 years
Occupation: government Employer: US House of Representatives

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?
Throughout my 15 year career in federal government, I have worked closely with Tourism professionals and organizations throughout the state. I know that it's the state's #2 industry and massive economic driver.

What particular contributions do you feel you can make to this board or commission?
I can contribute both a long term & short term vision for tourism in Moberly - highlighting our assets & developing areas of potential marketing.

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

- 1. Ed Lewis Phone: 660-676-3598
2. Tim Seidel Phone: 573-424-4296
3. Brian Crane Phone: 573-680-7442

Signature of Applicant (Handwritten signature)

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #19.

Department: Comm. Dev.

Date: June 19, 2023

**Agenda Item:** Consideration Of Appointment Of Two Candidates To The Airport Advisory Board.

**Summary:** Two (2) terms for the Airport Advisory board expire in July for (Bill Stuart and Dennis Snodgrass). We advertised for applicants and received five (5) applications that are attached.

**Recommended**

**Action:** Appoint two (2) candidates.

**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>Brubaker</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>Lucas</b>	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Kimmons</b>	___	___
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Jeffrey</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ <b>Kyser</b>	___	___
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Appointments</u>		Passed	Failed

City of

Moberly!

Board/Commission Application Form

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

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

Name of Board or Commission: Airport Date: 5/5/23
Your Name: Bill Stuart Street Address: 1520 E. Rollins
Phone number(s): (evening) 573 424 5300 (day)
Email: na

Do you live within the corporate limits of City of Moberly? Yes/No
How long have you been a resident of City of Moberly? 40 YRS
Occupation: Funeral Director/Embalm Employer: CATER Funeral Home

Optional Questions (use back of application if necessary)
What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Pilot - GENERAL Aviation

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

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

- 1. Mr. Tom Sanders Phone: 660-263-4420 ext 2044
2. Mr. Jerry Jeffrey Phone: 660-651-5108
3. Mr. Tim Brubaker Phone: 660-

Signature of Applicant

\*Additional Information may be attached to this form.
Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

### Board/Commission Application Form

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Name of Board or Commission: Airport Advisory Board Date: 5/19/2023

Your Name: Nick Miller Street Address: 1435 Conestoga Trace Moberly, MO 65270

Phone number(s): (evening) 303-519-2409 (day) 660-263-6000

Email: nick@moberlymotors.com

Do you live within the corporate limits of City of Moberly? Yes / No

How long have you been a resident of City of Moberly? 16 years

Occupation: General Manager Employer: Moberly Motors

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

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

I have operated successful sales and service operation in Moberly the past 16 years. I am always looking for ways to serve the communities that we operate.

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

I have recently become involved in the aviation community. I am working on obtaining my pilots license and think this would be a good way to get involved and contribute to the local airport.

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

1. John Meystrick Phone: 660-269-7270
2. Brandon Lucas Phone: 660-412-2340
3. \_\_\_\_\_ Phone: \_\_\_\_\_

Nick Miller  
Signature of Applicant

\*Additional Information may be attached to this form.

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

City of



**Board/Commission Application Form**

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Name of Board or Commission: AirPort Advisory board Date: 5-22-23  
Your Name: Cory McCormick Street Address: 1311 wight rd  
Phone number(s): (evening) 660-676-2215 (day) same  
Email: Cmoney6904@gmail.com

Do you live within the corporate limits of City of Moberly? Yes/ No  
How long have you been a resident of City of Moberly? 17 years  
Occupation: self employed Employer: Postal Performance

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

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

exPerience around some aircraft. Strong mechanical Skills/knowledge. Strong work ethic and good listener. "Own aircraft"

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

I can Help keep things going.

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

1. Lonnie Wallace Phone: 660-353-9090
2. Ben Albright Phone: 660-651-5616
3. Cody Guirier Phone: 660-651-0376

Cory McCormick  
Signature of Applicant

\*Additional Information may be attached to this form.

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



Board/Commission Application Form

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Name of Board or Commission: Airport Advisory Bpard Date: 5/20/2023
Your Name: Dennis Snodgrass Street Address: 2001 Wabash Ave, Moberly, MO 65270
Phone number(s): (evening) 660-651-0541 (day) 660-651-0541
Email: snodgrassautosales@hotmail.com

Do you live within the corporate limits of City of Moberly? Yes / No
How long have you been a resident of City of Moberly? 2 years
Occupation: retired Employer:

Optional Questions (use back of application if necessary)

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

Local aircraft owner/pilot

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

I inter act with local pilots and will share there concerns . I rent my plane to a few local pilots. Assist with Airport appreciation days.

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

- 1. Steve Botkins Phone: 660-676-0235
2. Phil Wetrich Phone: 660-8881880
3. Geg Miller Phone: 573-289-0842

Signature of Applicant

\*Additional Information may be attached to this form.
Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

City of  
*Moberly!*

**Board/Commission Application Form**

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Name of Board or Commission: Airport Advisory Board Date: 5-21-23  
Your Name: Aaron Rutherford Street Address: 1306 Fisk Ave Moberly  
Phone number(s): (evening) 6602696185 (day) same  
Email: aaronstintingservice@gmail.com

Do you live within the corporate limits of City of Moberly? Yes / No  
How long have you been a resident of City of Moberly? since 2009  
Occupation: Owner/operator Employer: Aaron's Tinting Service, LLC Moberly Mo

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

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

As both business owner and active licensed pilot, I feel I could bring some insight and ideas to the board to expand and or grow the local aviation community and vistors to Omar N Bradley (KMBY) and help welcome all those help who make aviation what it is.

What particular contributions do you feel you can make to this board or commission?  
read above please, as i compiled it into one thank you

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

- 1. Dennis-Snodgrass Phone: 660-651-0541
- 2. Wren-Johannaber Phone: 573-473-6369
- 3. Skyler Frazer Phone: 660-269-6554

*Aaron Rutherford*  
Signature of Applicant

\*Additional Information may be attached to this form.  
Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270