

NOTICE OF OPEN MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
November 20, 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 November 6, 2023, and November 15, 2023.

Recognition of Visitors

Consent Agenda

- 2.** A Resolution Authorizing Lifting Public Consumption, Use Of Public Parking, Use Of The Fennel Complex And Hanging A Banner In Support Of The Chamber Of Commerce 2023 Christmas Festival.
- 3.** A Resolution Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Granting Of A Conditional Use Permit To Mackenzie Riley To Construct A Car Wash Facility.
- 4.** A Resolution Authorizing The City Manager To Execute An Agreement For Professional Services With Bartlett & West, Inc For Engineering Of All Components Of The Industrial Park Infrastructure Grant Project.
- 5.** A Resolution Approving A Service Agreement With Cummins, Inc., For Three Fire Engines And One Aerial Truck.
- 6.** A Resolution Authorizing The City Manager To Enter Into An Agreement For Professional Services With Allstate Consultants, LLC For Rothwell Lake Spillway Improvements.
- 7.** A Resolution Authorizing The Purchase Of Park Land From Matthew And Alicia Martin.
- 8.** A Resolution Accepting The Proposal Of Vandevanter Engineering A Cogent Company And Authorizing The Purchase Of A Flygt Pump For The Darwood Lift Station.
- 9.** A Resolution Accepting The Bid And Authorizing The City Manager To Execute An Agreement With Schneiders Excavating Co., For The Downtown Combined Sewer Overflow EDA Project.
- 10.** A Resolution Authorizing The City Manager To Enter Into A Letter Agreement With Jacobs Engineering Group, Inc., For Professional Engineering Services Related To The Northwest Regional Lift Station.
- 11.** A Resolution Authorizing The City Manager To Enter Into A Letter Agreement With Jacobs Engineering Group, Inc., For Professional Engineering Services Related To The Logan Street Water Line Replacement Project.

Ordinances & Resolutions

- 12.** An Ordinance Repealing Portions Of Section 40-500 And Adopting New Provisions Of Sections 40-500 And 46-176 Related To Driveways.
- 13.** An Ordinance Authorizing Two Cooperative Agreements For Infill Development With Studio Spillman, A Missouri Limited Liability Company.

- [14.](#) An Ordinance Authorizing The Mayor To Execute A Missouri Highways And Transportation Commission Transportation Enhancement Funds Program Agreement For Sidewalks On North Morley Street.
- [15.](#) An Ordinance Approving A Cooperative Agreement For Demolition With St. Pius X Church.
- [16.](#) A Resolution Of The City Of Moberly, Missouri, Authorizing The Moberly Fire Department To Make Two Grant Applications Through The Missouri Department Of Public Safety For First Responder Equipment.
- [17.](#) A Resolution Of The City Of Moberly, Missouri, Accepting A Missouri Department Of Public Safety Grant Award For Counter Terrorism Officer Equipment.
- [18.](#) A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

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

Anything Else to Come Before the Council

20. Public Comments.

Adjournment

21. Consideration Of A Motion To Adjourn To A Work Session.

We invite you to attend virtually by viewing the meeting live on the City of Moberly's Facebook page. A link to the City's Channel can be found on our website's main page at 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.

City of Moberly

City Council Agenda Summary

Agenda Number: #1.
Department: City Clerk
Date: November 20, 2023

Agenda Item: Approval Of The City Council Meeting Minutes For November 6, 2023, and November 15, 2023.

Summary: Please find minutes from the last regular meeting on 11/06, and special meeting 11/15, in the packet for review.

Recommended

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

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
November 6, 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, Austin Kyser and John Kimmons.

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

A motion was made by Kimmons and seconded by Jeffrey to approve the minutes of the October 16, 2023, and October 20, 2023, Council meetings as presented. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A request was received from the Randolph Area YMCA to hold the 2023 Turkey Trot 5K on November 23, 2023, beginning at 8:00 a.m. The race will travel west on Reed Street to Holman Road, north on Holman Road to the war memorials, turn left into Rothwell Park, cross the dam to James Youth Cabin, and left towards Fisk Avenue. Left on Fisk Avenue and continue on Fisk Avenue to Thompson Street. Turn left onto Thompson Street and continue to Rollins Street. Right on Rollins Street to 4th Street. Left on 4th Street to Reed Street, left on Reed Street to the finish line at 536 W Reed Street. The contact person is Joe Hulen, 660-263-3600. Approximately 125 participants are expected to participate, and they request Law Enforcement lead the 5K. They will have approximately 10 volunteers. A motion was made by Jeffrey and seconded by Kyser to approve the event. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A request was received From The Moberly Area Chamber Of Commerce to hold the 2023 Christmas Parade in Downtown Moberly on December 2, 2023, at 3:00 p.m. The parade staging will be at the City Hall parking lot, Depot Parking lot and Home Care Parking Lot. They request permission to close Sturgeon Street between Coates Street and Rollins Street for staging. The parade will begin in the 100 block of West Reed Street and travel west to Johnson Street and Reed Street where it will disband. The contact person is Megan Schmitt. They expect 30-50 units, and they will have volunteers to assist along the parage route and request Law Enforcement lead and provide traffic

control along the parade route. A motion was made by Kimmons and seconded by Kyser to approve the event. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Bids were received for the demolition on five residential structures and outbuildings at 1824 S Morley St, 522 S Williams St, 616 S 5th St, 714 Franklin St and 824 W Coates St. **Wiedeman Dozing**, total bid \$26,800; **Schneiders Excavating**, total bid \$50,936; **JT Holman Construction**, total bid \$22,000. A motion was made by Jeffrey and seconded by Lucas to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received for janitorial services for the Police Department: **Chef Jeff's**, \$3,250 per month; **Magic City Cleaning**, \$3,125 per month; **Randolph County Sheltered Industries – MPPS**, \$2,275 per month. A motion was made by Kimmons and seconded by Lucas to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received for the North Morley Water Line EDA Project for Public Utilities: **Great Plains Contractors**, \$1,451,115; **Earthworks Excavation & Assoc. LLC**, \$1,268,593; **Emery Sapp & Sons (ESS)**, \$1,167,770.50; **Willis Bros. Inc.**, \$1,324,170. A motion was made by Kyser and seconded by Jeffrey to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

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

Bill No. R1545: “A RESOLUTION AUTHORIZING THE PURCHASE OF PARK LAND FROM LEATHA SILVA AND V.V. SILVA”

Bill No. R1546: “A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH JT HOLMAN CONSTRUCTION FOR DEMOLITION OF FIVE RESIDENTIAL STRUCTURES”

Bill No. R1547: “A RESOLUTION ACCEPTING THE BID OF RANDOLPH COUNTY SHELTERED WORKSHOP INDUSTRIES AND AUTHORIZING CONTRACTING FOR JANITORIAL SERVICES AT THE MOBERLY POLICE DEPARTMENT BUILDING”

Bill No. R1548: “A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH EMERY SAPP & SONS, INC., FOR THE NORTH MORLEY WATER LINE REPLACEMENT PROJECT”

Bill No. R1549: “A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC., FOR A UTILITY RATE STUDY”

Bill No. R1550: “A RESOLUTION GRANTING AN ACCESS EASEMENT TO KOSF II – MOBERLY, LLC FROM THE CITY OF MOBERLY, MISSOURI”

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

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE APPROVING A SIDEWALK REPLACEMENT REIMBURSEMENT AGREEMENT BETWEEN THE DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT**

AND THE CITY OF MOBERLY” and moved that the bill be read two times by title for passage. Jeffrey seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Jeffrey seconded the motion. The presiding officer, having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced a bill for an ordinance entitled: **“AN ORDINANCE REPEALING ARTICLE IV OF CHAPTER 42 OF THE CITY CODE RELATED TO SEWERS AND ADOPTING A NEW ARTICLE IV OF CHAPTER 42 RELATED TO SEWERS”** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Lucas moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer, having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons introduced **“A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN OCTOBER 13, 2023 AND NOVEMBER 2, 2023, IN THE AMOUNT OF \$846,677.81”** and made a motion for it to be read. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Mayor Brubaker nominated Phyllis Self to the Housing Authority Board. Jeffrey made a motion to re-appoint Phyllis Self to the Housing Authority Board. Kyser seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Shot Clock Sports Bar & Grill (Hattie Mae, LLC) at 604 Concannon Street, Moberly, MO, made application for a liquor license under their Manager Brooksie Mayville. During the Police Department’s investigation into the license, it was discovered that the business is registered to Adrian Preyer. The Police Department found that Mr. Preyer’s former businesses, The Gold Bar and Plush Lounge in Columbia, MO, were the location of several shootings, including a death in May of 2023. While Ms. Mayville applied for the liquor license, the Business License is held by Mr. Preyer, and payment for the liquor application was made by Mr. Preyer’s credit card. Mayor Brubaker called for a motion to approve the liquor application. Hearing none, Mayor Brubaker noted that the liquor application failed for lack of motion and the liquor application was denied.

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

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

A closed session was held.

Mayor Brubaker reopened the meeting.

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

Work SessionThe Following Was Discussed At The Work Session:

A Request From The Chamber Of Commerce To Lift Public Consumption For The 2023 Christmas Festival On Saturday December 2, 2023, From 10:00 A.M. To 10:00 P.M.

Downtown Parking Study.

Industrial Park-Draft Agreement.

An Application For A Conditional Use Permit Submitted By Outline & Associates On Behalf Of Mackenzie Riley For A Proposed Car Wash Facility Located At 1008 W Hwy 24.

An Application A Text Amendment Application Submitted By City Of Moberly For Clarification And Relocation Of Regulations Related To Driveway Construction In Residential Neighborhoods.

Receipt of Proposal For In-Fill Housing At 924 Bond St. and 812 W Reed St. From Spillman Studio Out Of Columbia.

Letter Requesting Removal Of Stop Signs And Street Name Change.

Discussion Of Farm Lease Agreement.

A Request To Authorize The City Manager To Enter Into An Agreement With Cummins Sales And Service For A Fleet Management Agreement To Provide Routine Service On The Moberly Fire Department Engines And Aerial Truck.

Lakeshore Project Engineering Addendum.

Purchase Of Martin Property Near Heritage Hills Golf Course.

A Discussion Regarding A Resolution Approving A Proposal From Vandevanter For A Darwood Lift Station Pump Replacement And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

A Discussion Regarding Accepting The Bid And Authorizing The City Manager To Execute The Agreement For The Downtown CSO EDA Project For Public Utilities.

A Discussion Regarding A Proposal From Jacobs Engineering For Engineering Services For The Northwest Regional Lift Station SRF Project Engineering.

A Discussion Regarding A Proposal From Jacobs Engineering For Engineering Services For Logan Street Water Line Replacement SRF Project Engineering.



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
November 15, 2023**

The Moberly City Council met in a special session with the Downtown Moberly Community Improvement District (CID) at 1:00 p.m. in the City Hall Council Chambers, 101 West Reed Street, Moberly, MO, with Mayor Brubaker presiding.

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

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

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

A motion was made by Kyser and seconded by Lucas to adjourn to a closed session to discuss potential leasing, purchase, or sale of real estate and/or matters related to negotiated contracts. §(610.021)(2,12) RSMo. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Mayor Brubaker reopened the meeting.

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

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Administration
Date: November 20, 2023

Agenda Item: A Resolution Authorizing Lifting Public Consumption, Use Of Public Parking, Use Of The Fennel Complex And Hanging A Banner In Support Of The Chamber Of Commerce 2023 Christmas Festival.

Summary: Moberly Chamber of Commerce requests the lifting of Moberly Ordinance 6-5 Public Consumption of alcohol to allow downtown vendors to serve alcoholic drinks. These drinks will be served in event cups and wrist bands will be used to prevent underage consumption or outside drinks. Contact is Megan Schmitt, 660-263-6070. The Chamber is requesting usage of parking spaces in the 100- 500 blocks of West Reed Street, the parking spaces of North Clark Street, North Williams Street, North 4th Street and North 5th Street, and Parks and Recreation parking lot starting on Friday, December 1st through Saturday, December 2, 2023. The Chamber would like to hang a banner on the pedestrian bridge for the holiday season provided they present insurance naming the City as additional insurer.

Recommended Action Please approve the Resolution.

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING LIFTING PUBLIC CONSUMPTION, USE OF PUBLIC PARKING, USE OF THE FENNEL COMPLEX AND HANGING A BANNER IN SUPPORT OF THE CHAMBER OF COMMERCE 2023 CHRISTMAS FESTIVAL.

WHEREAS, the Moberly Chamber of Commerce will hold its 2023 Christmas Festival on December 2, 2023, and has asked the City to authorize the following in support thereof:

1. To lift the ban on public consumption of alcohol beginning Saturday, December 2, 2023, in downtown Moberly from 10:00 a.m. to 10:00 p.m.;
2. To make the indoor and outdoor space at the Fennel complex available beginning December 1, 2023, at 5:00 p.m. through Saturday, December 2 at 10:00 p.m.;
3. To use parking spaces in the 100 to 500 blocks of West Reed Street, North Clark Street, North Williams Street, and North 4th Street beginning Friday, December 1, at 5:00 p.m., through Saturday, December 2, until 10:00 p.m. for mobile food trucks, trailers and vendor parking;
4. To use the parking lot at the Municipal Building from December 1, 2023, at 5:00 p.m. through Saturday, December 2 at 10:00 p.m.; and
5. To hang a “Season’s Greetings” sign on the pedestrian bridge during the holiday season; and

WHEREAS, Section 6-5 of the City Code prohibits public consumption of alcoholic beverages on public spaces unless specifically authorized by the City for special events; and

WHEREAS, City staff has reviewed the application of Moberly Chamber of Commerce to hold its special event and to authorize public consumption of alcoholic beverages on public spaces continuing until the conclusion of the festival all as described herein and recommends approval.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the Chamber of Commerce special event and further authorizes the consumption of alcoholic beverages on the public spaces designated herein.

RESOLVED this 20th day of November, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy City Clerk



Moberly Area Chamber of Commerce
 211 West Reed Street | Moberly, MO 65270
 phone 660.263.6070 | fax 660.263.9443
www.MoberlyChamber.com

Dear Mr. Thompson & Moberly City Council:

On behalf of the Moberly Area Chamber of Commerce, we are seeking permission:

- To lift public consumption of alcohol for Moberly's Christmas Festival starting on Saturday, December 2, 2023 in Downtown Moberly from 10:00 am-10:00 pm
- Requesting the usage of the Fennel Complex indoor and outdoor space at 315 North Clark Street on Friday, December 1, 2023 at 5:00pm through Saturday, December 2, 2023 at 10:00pm
- Requesting usage of the parking spaces on the 100-500 blocks of W Reed Street, the parking spaces of North Clark Street, N Williams Street, N 4th Street and N 4th Street starting on Friday, December 1 at 5:00pm through Saturday, December 2, 2023 until 10:00pm to allow for mobile food trucks, trailers & vendor parking
- Request to use the parking lot at Moberly Parks & Recreation on Friday, December 1, 2023 at 5:00pm through Saturday, December 2nd at 10:00pm
- Hang the season's greetings sign on the pedestrian bridge for the holiday season

This event had around 8,000 people in attendance in 2022 and included pop-up vendors, a parade, horse drawn carriage rides, pictures with Santa, live reindeer, Mayor's Tree Lighting and Living Windows.

The parade is not included in this request as it was made in a separate request to the City Council.

Lifting public consumption will allow our downtown restaurants and licensed alcohol vendors to sell alcoholic drinks to event attendees to carry with them during the event. Each person will have a designated wristband to showcase that they are 21 years and older.

If the City of Moberly (or a specific department) would prefer adjustments to this request the event planning committee is open to that feedback. If any specific department has additional questions or would like to meet directly with the planning committee, please contact Megan Schmitt by email director@moberlychamber.com or phone 660.263.6070.

Thank you for your time and consideration.

Sincerely,

Megan Schmitt
 Executive Director – Moberly Area Chamber of Commerce

City of Moberly

City Council Agenda Summary

Agenda Number: #3.

Department: Comm. Dev.

Date: November 20, 2023

Agenda Item: A Resolution Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Granting Of A Conditional Use Permit To Mackenzie Riley To Construct A Car Wash Facility.

Summary: The Planning & Zoning Commission approved this application at the October 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:

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

Roll Call

Aye Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

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 MACKENZIE RILEY TO CONSTRUCT A CAR WASH FACILITY.

WHEREAS, on October 30, 2023, Devin Snodgrass on behalf of Mackenzie Riley submitted an application to the Zoning Administrator for the issuance of a Conditional Use Permit (“CUP”) for construction of a car wash facility to be located at 1008 W Highway 24; and

WHEREAS, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on October 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 20th day of November, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy City Clerk

CITY OF MOBERLY
CONDITIONAL USE PERMIT APPLICATION

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

For Office Use Only

Deposit: _____
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 Street, Moberly MO Zip: 65270
Owner: Mack Riley Enterprise, LLC Phone: 660.833.3884
Address: 1070 County Road 2607, Moberly MO Zip: 65270

PROPERTY INFORMATION:

Location of Property: 1008 W 24 Hwy
Legal Description: as described in Randolph County Records Deed Book 932, Page 2139

Present Zoning Classification: B-3, General Commercial District Acreage: +/- 1.5 Acres

Present Use of Property: Vacant Lot w/ Existing Drive Entrances & Parking

Proposed Land Use Activity: Commercial B-Business Use for a new Car Wash Facility

Article, Section and sub-section (if applicable) allowing for said special use to be applied for: _____

ADJACENT ZONING AND LAND USE:

| | <u>Land Use</u> | <u>Zoning</u> |
|-------|---|----------------------|
| North | <u>MO Hwy 24 / Commerical</u> | <u>B-3</u> |
| South | <u>Sparks Ave / SF Residence & Ag Field</u> | <u>B-3 & M-1</u> |
| East | <u>N Buchanan St / Commerical</u> | <u>B-3</u> |
| West | <u>MO Hwy 24 / Commercial</u> | <u>B-3</u> |

Should this special use be valid only for a specific time period? Yes _____ No X

If Yes, what length of time? _____

| DOES THE PROPOSED CONDITIONAL USE MEET THE FOLLOWING STANDARDS? IF YES, ATTACH A SEPARATE SHEET EXPLAINING WHY. | Yes | No |
|---|-----|----|
| The proposed conditional use complies with all applicable provisions of the regulations, including intensity of use regulations, yard regulations and use limitations? | X | |
| The proposed conditional use at the specified location will not adversely affect the welfare or convenience of the public? | X | |
| 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? | X | |
| 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? | X | |
| 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? | X | |
| Adequate utility, drainage, and other such necessary facilities will be provided? | X | |
| 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? | X | |
| 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? | X | |

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:
 - A. 185 feet of the property if the proposed Special Use is located within the city’s corporate limits;
 - B. 1,000 feet of the property if the proposed Special Use is adjacent to the city’s corporate limits.



Applicant’s Signature

09 / 27 / 2023

Date

City of *Moberly!*

Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: Site Plan Review Application 1008 W Highway 24

Meeting: October 30, 2023

Public Hearing to consider:

Notice of Public Hearing for a site plan and conditional use review application submitted by Outline and Associates on behalf of Mackenzie Riley for improvements to the site located at 1008 W Highway 24. This property is currently zoned B-3 (General Commercial District).

Comments:

Location: 1008 W Highway 24

Zoning Compatibility: Use is compatible with the district. Requires Conditional Use

Intended Use: Manual multi-bay Car Wash Facility with potential of automatic bay in future.

Landscaping design: Dumpster Screening is provided. Adjacent to commercial, no other buffering required. Plan is to keep and maintain existing green space that is not needed for driving area and use existing hard surfaces for vacuum bays.

Public areas: (46-177) Parking – Adequate parking is provided currently with additional planned parking stalls to be included with future automatic bay expansion.

Submission requirements: Site Plan Review associated with Improvements all submitted. Conditional Use for the property has been submitted in accordance with zoning regulations.

City Staff Review:

City Staff is supportive of this request for a Car Wash Facility at 1008 W Highway 24. Staff Review has brought up the following two recommendations: Prevent stacking of vehicles at peak time from stacking on Highway 24; and also we have made the owners aware of the concern with the private lateral sewer line that runs several hundred feet across the adjacent property to the east and what the issues could become if the line were to have problems. Recommendations have been made and considered by the developer.

Conditional Use Reviews do require additional approval by the City Council.

Respectfully Submitted Aaron Decker

CITY OF MOBERLY, MISSOURI
CONDITIONAL USE PERMIT
REASONS FOR DETERMINATION

ON OCTOBER 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) CAR WASH FACILITY BE LOCATED AT 1008 WEST HIGHWAY 24, MOBERLY, MO (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE NOVEMBER 6, 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

Conceptual Site Plan for
1008 West 24 Highway

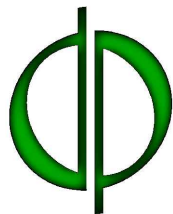
Moberly, Randolph County, Missouri
September 2023



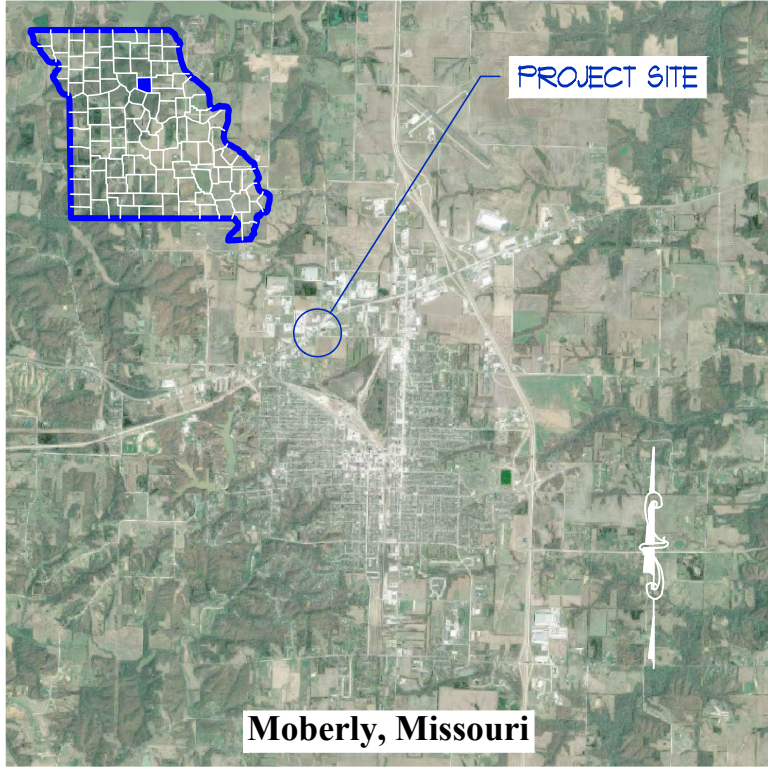
09/25/2023

CROCKETT
ENGINEERING CONSULTANTS
1000 W. Nifong Blvd., Bldg. 1
Columbia, Missouri 65203
(314) 447-0292
www.crockettengineering.com

Crockett Engineering Consultants, LLC
Missouri Certificate of Authority
#2000151301



OUTLINE & ASSOCIATES
DESIGN & PLANNING CONSULTANTS
THIS DRAWING IN NO WAY REPRESENTS A FULL
ARCHITECTURAL AND/OR ENGINEERING SERVICE
THIS DRAWING IS FOR REFERENCE ONLY
AND IS TO BE USED AS A GUIDE
IN THE DESIGN/DEVELOPMENT PROCESS

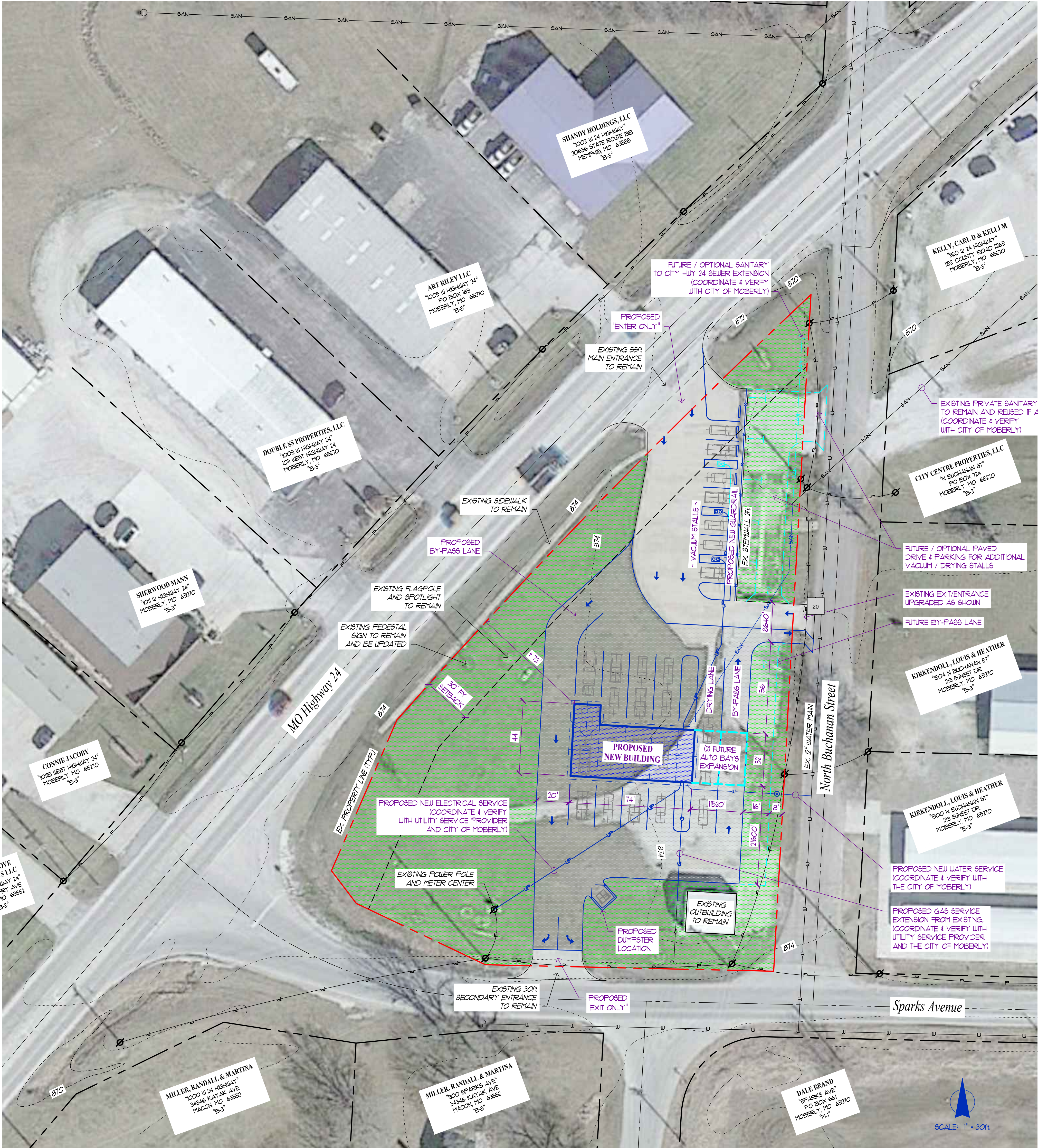


Site Plan Notes:

- For reference only, refer to survey(s) filed for record in Randolph County, Missouri prepared by a registered professional land surveyor for all property boundary, easements, utilities, and restrictions. All information shown on this drawing was based off such represented by City of Moberly's Digital Mapping System. All items, whether shown or not, to be field verified, coordinated, and approved by the City of Moberly and/or Utility Provider prior to any improvements.
- Currently the property consists of Vacant Lot (mostly remains of Demolished/Removed Building Floor Slab / Foundation and Entrances/Parking Lot). Property has very little to no change in elevation in any direction and currently sheet drains towards drainage ditches along perimeter adjacent ROW's. These sections of Highway 24, Sparks Avenue, and North Buchanan Street do not currently have Curb & Gutter and Stormwater is currently controlled via Drainage Ditchline and Culverts/Area Inlets.
- Adjacent properties do not currently have sidewalks along within 300 feet of this property. An Existing Sidewalk is currently in place along most of the Highway 24 Frontage and is proposed to remain in place.
- Owner's intent is to use Exterior Commercial Trash Containers and install a Dumpster / Enclosure meeting screening requirements as shown.
- Owner's intent is to install new Power Supply from adjacent Pole underground to Building as directed by Ameren Missouri and The City of Moberly.
- Owner's intent is to extend the existing Gas Service as shown and to be coordinated/approved by Ameren Missouri and The City of Moberly.
- Owner's intent is to install new Water Service from adjacent Main as shown and is to be coordinated/approved by the City of Moberly.
- Owner's intent is to connect new Sanitary Sewer Service to the Existing Private Sanitary Service on Site OR extend to future/optional City Sewer Extension as shown and coordinated/approved by the City of Moberly.
- Building to discharge roof drainage at surface. Proposed New Paving to sheet drain towards adjacent Existing Streets and/or dedicated Drainage Greenspaces/Landscaping.
- Proposed Building to be a Symmetrical Building with 12-16 Foot Eave Heights and 3:12 min. Roof Pitch. Masonry/Metal/PVC Walls, Asphalt/Metal Roofing, and Aluminum Gutters & Downspouts.
- Owner's intent is to install wall-mounted LED Light Fixtures to illuminate Lot at perimeter of building and reuse Existing Pole Light for Vacuum Area.
- Owner's intent is to Salvage and Re-use Existing Pedestal Sign along 24 and update accordingly.

Site Information:

| | |
|----------------------------|---|
| Property Address: | 1008 W 24 Hwy Moberly, Randolph County, Missouri |
| Property Owner: | Mack Riley Enterprise, LLC 1070 County Road 2607 Moberly, Missouri 65270 |
| Code in Effect: | IBC 2021, City of Moberly |
| Zoning: | B-3, General Commercial District |
| Lot Area: | ±1.5 Acres |
| Setbacks: | Front Yard: 30 Feet Side Yard: None (5 Feet if abutting Residential District) Rear Yard: None (15 Feet if abutting Residential District) |
| Intensity Regulations: | Min. Lot Area: 6,000 sq. ft. Min. Lot Width: 60 feet Lot Coverage: None |
| Height Regulations: | 50 Feet (Zoning) |
| Proposed Building: | ±2,560 sq. ft. Single Story Bldg. / Type 5B, Non-Sprinklered |
| Proposed Use & Occupancy: | Commercial: B-Business (Carwash Facility) |
| Allowable Heights & Areas: | 2 Stories (40 feet) / 9,000 sq. ft. Floor Area |
| Design Loading: | 1 Occupant / 150 sq. ft. |
| Exits Required: | 1 Exit Required |
| Plumbing Facilities Req'd: | WC's = (1) Uni-Sex Min. (OL<25) (None Proposed) Lav's = (1) Uni-Sex Min. (OL<25) (None Proposed) (1) Service Sink (1) Drinking Fountain or Water Dispenser/Bottled Water (None Proposed) |
| Lot Area Calculations: | Total Lot Area: ± 68,820 sq. ft. ± 1.58 acres Existing Outbuilding: ± 750 sq. ft. ± 0.02 acres Proposed Building: ± 2,560 sq. ft. ± 0.06 acres Existing Paving: ± 8,480 sq. ft. ± 0.19 acres Proposed Additional Paving: ± 20,375 sq. ft. ± 0.47 acres Impervious Area: ± 32,165 sq. ft. ± 0.74 acres Pervious Area: ± 36,655 sq. ft. (53% of Site) ± 0.84 acres Future/Opt. By-Pass Lane: ± 2,350 sq. ft. ± 0.05 acres Future/Opt. Add'l V&D: ± 6,110 sq. ft. ± 0.14 acres |
| Parking Requirements: | (3) Holding Spaces for each Washing Stall (2) Drying Spaces fore each Washing Stall |



City of Moberly

City Council Agenda Summary

Agenda Number: #4.
 Department: Public Works
 Date: November 20, 2023

Agenda Item: A Resolution Authorizing The City Manager To Execute An Agreement For Professional Services With Bartlett & West, Inc For Engineering Of All Components Of The Industrial Park Infrastructure Grant Project.

Summary: Attached is the agreement with Bartlett and West for the Industrial Park Infrastructure Grant project.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BARTLETT & WEST, INC FOR ENGINEERING OF ALL COMPONENTS OF THE INDUSTRIAL PARK INFRASTRUCTURE GRANT PROJECT.

WHEREAS, the City has been awarded grant funds totaling \$3.14 million dollars from the MoDOT Governor’s Cost Share program, the U.S. Economic Development Corporation and the Missouri ARPA Industrial Site for infrastructure improvements at the Moberly Industrial Park (the “project”); and

WHEREAS, City staff requested Bartlett & West, Inc., (“Bartlett”) to prepare and submit an Agreement to perform all engineering services related to the project for consideration; and

WHEREAS, attached hereto is the proposed Agreement for Professional Services (“Agreement”) from Bartlett to perform the requested engineering services for a lump sum fee of \$542,433.00; and

WHEREAS, City staff recommend acceptance of the Agreement from Bartlett for the project and granting authority to the city manager to executed the Agreement on behalf of the City.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves and authorizes the City Manager to execute the Agreement with Bartlett & West, Inc and to take such other and further action necessary to accomplish the purpose of this Resolution.

RESOLVED this 20th day of November, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy City Clerk

BARTLETT & WEST, INC.**AGREEMENT FOR PROFESSIONAL SERVICES**

This is an Agreement (hereafter referred to as the “Agreement”) by and between City of Moberly (“Client”), located at 101 W Reed Street, Moberly, MO 65270 and Bartlett & West, Inc. (“Consultant”), located at 601 Monroe Street, Suite 201, Jefferson City, MO 65101.

WHEREAS, Client intends to construct roadways and storm sewer improvements within the industrial park which will utilize MoDOT Governor’s Cost Share, Federal Economic Development Administration (EDA), and Missouri ARPA Industrial Site grant funds for various portions of design and/or construction.

WHEREAS, Client intends to engage Consultant to perform certain professional services with regard to such work, which is hereinafter called the Project.

Client and Consultant therefore agree as follows:

ARTICLE I – DEFINITIONS AND RULES OF INTERPRETATION

- A. The agreement between Client and Consultant consists of this Agreement for Professional Services, the Standard Provisions of Agreement for Professional Services attached as Exhibit A, and the following exhibits and addenda:

1. Exhibit B – Scope of Services

All such items together shall be referenced herein as the “Agreement.”

- B. In the event of any conflict in the language of this Agreement for Professional Services with the Standard Provisions of Agreement attached hereto, the language of the Standard Provisions of Agreement shall control.
- C. This Agreement represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.
- D. This Agreement shall be governed by the laws of the state of Kansas.

ARTICLE II – SCOPE OF WORK

- A. Consultant shall perform services as described in Exhibit B – Scope of Services.

Any additional services must be requested separately by Client and agreed to by Consultant pursuant to Article II.A.1 below.

1. Additional services. Additional services will be provided by Consultant upon the request of Client and paid for as defined in Article V, Payment Provisions. These services may include, but are not limited to:
 - a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Consultant including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations after the signing of this Agreement or other causes beyond Consultant's control.
 - b. Providing construction surveys and staking to enable the Contractor to perform its work other than the establishment of baselines and benchmarks.
 - c. Preparing and furnishing record drawings showing appropriate record information based on Project annotated record information furnished by the Contractor.
 - d. Serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project.
 - e. Other services performed by Consultant not otherwise provided for in this Agreement.
2. Excluded services. The following items are specifically excluded from the scope of work:
 - a. Construction phase geotechnical or soils testing
 - b. Environmental assessment
 - c. Investigating or performing any archaeological study
 - d. Additional items specifically excluded in Exhibit B – Scope of Services.

ARTICLE III – CLIENT'S RESPONSIBILITIES

In addition to other responsibilities set forth in this Agreement, Client shall:

- A. Provide Consultant with all criteria and full information as to Client's requirements for the Project, including design objectives, capacity, performance requirements, and budgetary limitations upon which Consultant may rely. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.
- B. Furnish available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the site.
- C. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required to perform services under this Agreement.
- D. Examine alternative solutions, reports, drawings, specifications, and other documents presented by Consultant and render timely decisions pertaining to the documents.
- E. Provide timely reviews, approvals, and permits from all governmental authorities having jurisdiction over elements or phases of the Project.
- F. Participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Consultant.

ARTICLE IV – TIME OF PERFORMANCE FOR SERVICES

- A. The services under this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion. Unless a specific time of performance for services is specified in this Agreement, Consultant's obligation to render services hereunder will be for a period which may be reasonably required for the completion of said services. If a specific time of performance is provided herein and if Client has requested changes in the scope or character of the Project, the time of performance shall be adjusted equitably.

It is anticipated that design will occur in 2024 with construction occurring in 2025 or sooner.

ARTICLE V – PAYMENT PROVISIONS

- A. Client shall pay Consultant for services described in the Scope of Work, Article II.A.1-6 as follows:

1. A Lump Sum fee of \$ 542,433.00 distributed between scope elements as follows:

| | |
|--|---------------|
| Architectural and Engineering Fees | \$ 290,303.00 |
| Other Architectural and Engineering Fees | \$ 7,500.00 |
| Project Inspection Fees | \$ 244,630.00 |

- B. The Lump Sum includes compensation for Consultant's services and services of Consultant's sub-consultants, if any, for the services as defined.
- C. Additional services, as referenced in Article II.A.7. shall be agreed upon in advance of the services being provided. The additional services will be billed in the same manner as above unless otherwise stated in this Agreement.

ARTICLE VI – INSURANCE

- A. Consultant shall purchase and maintain insurance as set forth below:

1. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate.
2. Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
3. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident.
4. Professional Liability insurance on a claims-made basis in the amount of \$3,000,000 per claim and \$3,000,000 annual aggregate.
5. Commercial Umbrella, with a limit of \$2,000,000 each occurrence and aggregate.

ARTICLE VII – DISPUTE RESOLUTION

- A. The parties shall endeavor to resolve disputes in accordance with paragraph 10 of the Standard Provisions of Agreement. Should that not be successful, any claim, dispute or other matter in question arising out of or related to this Agreement shall move to litigation and be brought only in the district court of Shawnee County, Kansas. The parties agree to this venue and to jurisdiction by this court.

ARTICLE VIII – INDEMNITY

- A. Indemnity by Consultant. Consultant agrees to indemnify and hold harmless Client from and against damages, losses, costs or expenses (including reasonable attorney's fees) actually incurred by Client but only to the extent caused by the negligent performance of Consultant. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. If Client and Consultant are both at fault for certain damages, then each party shall bear liability for its own respective percentage of fault.
- B. Consultant will not be required to indemnify Client for claims caused or alleged to be caused in whole or in part by the acts or omissions of Client or other third parties for whom Consultant is not responsible.
- C. Consultant's obligation to indemnify Client is limited by Article IX – Design Contingency and Limitation of Liability provisions.
- D. Under no circumstances shall Consultant be required to pay the defense costs of Client, unless Consultant is adjudged to be negligent by a court of law and such defense costs are included as damages in the award. Consultant's obligation to pay defense costs, if awarded by a court, is limited by Article IX – Design Contingency and Limitation of Liability provisions, if any such provisions are part of this Agreement.

ARTICLE IX – DESIGN CONTINGENCY AND LIMITATION OF LIABILITY

- A. DESIGN CONTINGENCY. Consultant makes no warranty, express or implied, that its design is free of errors. Client and Consultant agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by Consultant. Therefore, Client agrees to set aside a reserve in the amount of 10% of the estimated total project cost as a contingency to be used, as needed, to pay for any such increased costs and changes. The percentage is intended to be for the whole project cost and not applied as a percentage to individual segments or quantities of a construction project. Client agrees to make no claim against Consultant with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then Consultant shall be responsible for damages incurred by Client above that sum but only to the extent caused by Consultant's negligent performance. Cost increases as a result of Client requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions or inconsistencies. In no event shall Consultant be responsible for direct costs that Client would have incurred in the construction

contract, including actual installed quantities during construction, but for Consultant's error or omission.

- B. **LIMITATION OF LIABILITY.** To the extent that claims against Consultant exceed the contingency set forth above, then to the fullest extent permitted by law, Client agrees to limit the total liability, in the aggregate, of Consultant's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client, anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of Consultant's officers, directors, employees, agents or independent professional associates or consultants, or any of them. Such liability shall not exceed the total compensation actually received by Consultant under this Agreement, or the total amount of \$50,000.00, whichever is greater.
- C. Client and Consultant agree that specific and adequate consideration has been given for this limitation of liability.

ARTICLE X – TERM OF AGREEMENT

- A. This Agreement shall become effective upon signatures by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement.

Client:

CITY OF MOBERLY, MO

Consultant:

BARTLETT & WEST, INC.

By: _____

Print Name: _____

Title: _____

Date Signed: _____

By: _____

Print Name: _____

Title: _____

Date Signed: _____

EXHIBIT A

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

Client and Bartlett & West, Inc. (referred to as Consultant), agree that the following provisions shall be part of this Agreement.

1. Payment. Unless stated otherwise in this Agreement, fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. If Client does not pay invoices within thirty (30) days of the billing date, Consultant may, upon written notice to Client, suspend further work until payment is current. Client agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within thirty (30) days of the billing date, payment thereafter applied first to accrued interest and then to the principal unpaid amount. If Client fails to pay Consultant pursuant to this section, Client shall be liable for and shall reimburse Consultant for expenses incurred by Consultant in connection with or in any way relating to Client's failure to pay. Such expenses shall include, without limitation, reasonable attorneys' fees, legal expenses, and court costs. In the event Client fails to pay Consultant within ninety (90) days after the billing date, then Client agrees that Consultant shall have the right to consider such failure as a substantial breach of this Agreement and the duties of Consultant under this Agreement may be terminated at the election of Consultant upon five (5) days written notice.

2. Taxes. Compensation payable to Consultant pursuant to this Agreement shall be in addition to taxes that may be assessed against Consultant by any state or political subdivision directly on services performed or payments for services performed by Consultant. Such taxes that Consultant may be required to collect or pay shall be added by Consultant to invoices submitted to Client pursuant to this Agreement.

3. Suspension. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

4. Termination. This Agreement may be terminated by Client or Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. Client expressly agrees to hold Consultant harmless from any liability arising out of Consultant's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this Agreement. In the event of termination of this Agreement, Client shall promptly pay Consultant for all fees, charges, and services performed by Consultant in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis. If Consultant files suit for breach of contract, all attorney fees, court costs, and other related costs will be paid by Client if a Court finds Client has breached its contract with Consultant.

5. Delay. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God, widespread infectious disease outbreaks (including, but not limited to, epidemics and pandemics), and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

6. Client Changes. In the event any changes are made in the work to be performed hereunder, by Client or persons other than Consultant, and which affect Consultant's work, any and all liability arising out of such changes is waived as against Consultant and Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.

7. Third Party Information. Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by Consultant.

8. Waiver of Consequential Damages. Neither Client nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

9. Completion. In no event shall any statute of limitations commence to run any later than the date when Consultant's services are substantially completed, and any cause of action against Consultant arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when Consultant's services are substantially completed.

10. Disputes. If a claim, dispute or other matter in question arises out of or related to this Agreement, the parties shall first try to resolve the issue through prompt negotiations conducted by an officer authorized to make decisions on behalf of each party. If the dispute is not resolved within sixty (60) calendar days of the commencement of negotiations, the parties shall appoint a qualified, neutral, third-party mediator, as a condition precedent to the institution of litigation. If the parties are unable to agree upon a

mediator, Consultant shall present a list of three prospective mediators to Client, who shall choose the mediator. In the event of failure on the part of Client to do so within ten (10) days of receipt of the list, Consultant shall choose the mediator. The mediator's fees shall be shared equally and shall be held at the offices of Client or Consultant as selected by the mediator.

11. Waiver of Subrogation. To the extent any damage or claim is covered by property insurance, Client and Consultant waive all rights against each other and against the contractors, consultants, and employees of the other for damages, except such rights as they may have to the proceeds of such property insurance. Client or Consultant, as applicable, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

12. Standard of Care. Consultant's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services at the same time, at the same locality, and under the same or similar circumstances and conditions. Consultant makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

13. Consultant Data. All reports, plans, specifications, computer files, data resulting from laser scanning, survey notes, and other original documents are instruments of service and shall remain the property of Consultant. Consultant may sell said instruments of service to third-party sources.

14. Software Ownership. Consultant has and will retain all ownership rights of its software and of any software developed under this Agreement, including all patent rights, copyrights, trade secrets, trademarks, and service marks.

15. Work Product Ownership. Work Products shall be defined as any deliverable provided to Client as a result of services provided under this Agreement, including but not limited to software applications, drawings, databases, specifications, and any and all deliverables provided by Consultant per this Agreement. Work Products are owned exclusively by Consultant and are protected by United States copyright laws, trademark laws, and applicable international treaties and/or conventions. In consideration of the rights granted herein, Client agrees to retain all Work Product delivered or provided to Client in strict confidence. Client shall not sell, transfer, lease, lend, assign, time-share, sublicense, publish, disclose, display, or otherwise make available Consultant's Product of Work in any form, to any other person or entity other than the parties to this Agreement without the express written permission of Consultant. Client shall secure and protect the Work Product in the same manner and to the same degree it protects its own proprietary information, using no less than a reasonable standard of care. Client shall not decompile or reverse engineer any of Consultant's software that may be contained in Consultant's Work Product. Client shall not make any modifications or derivative works from Work Product.

16. Ownership. All error corrections, enhancements, new releases, and any other Work Product created by Consultant as a result of services provided under this Agreement are and shall remain the exclusive property of Consultant, regardless of whether Client, its employees, or agents may have contributed to the conception, joined in its development, or paid Consultant for the development or use of said Work Product.

17. Confidentiality. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Consultant and shall not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of Consultant's services. All information relating to Consultant that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client. These obligations of confidentiality shall extend after the termination of this Agreement, but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

18. Fees. When applicable to the project, Client shall pay the costs of inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, and reproductions, and all other charges not specifically covered by the terms of this Agreement.

19. Construction Costs. If any opinion is prepared by Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to Client.

20. Job Site. If the work involves construction services, Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant does not assume responsibility for the safety of persons or property on or about the project site.

20.1 Job Site-Confined Space and/or Permit Required Entry. If confined space and/or permit required entry is required for the services to be provided, Owner/general contractor shall provide subcontractor and Consultant with a completed Confined Space Pre-Entry checklist that complies with 29 CFR 1910.146 and 29 CFR 1926.1200 AA standards for construction as amended and applicable state laws and regulations. Owner/general contractor, at its expense, shall obtain any and all required permits and equipment for such entry. Owner/general contractor shall determine if the job requires anyone to enter manholes, vaults, lift station, piping, tanks or other confined spaces. Before work at a worksite, Owner/general

contractor must ensure that a competent person identifies all confined spaces in which one or more of the persons it directs may work, and identifies each space that is a permit space, through consideration and evaluation of the elements of that space, including testing as necessary. If the workplace contains one or more permit spaces, Owner/ general contractor who identifies, or who receives notice of, a permit space must:

- (1) Inform exposed persons by posting danger signs or by any other equally effective means, of the existence and location of, and the danger posed by, each permit space; and a sign reading "DANGER – PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER" or using other similar language would satisfy the requirement for a sign.
- (2) Inform, in a timely manner and in a manner other than posting, its employees' authorized representatives and the controlling contractor of the existence and location of, and the danger posed by, each permit space.

If Owner/general contractor determines any person will enter a permit space, that host employer must have a written permit space program that complies with §1926.1204 implemented at the construction site. Contractor shall provide appropriate air monitoring equipment, employee training, permit forms, rescue procedures, personnel, and other means necessary to safely and independently enter confined spaces. The written program and permit must be made available prior to and during entry operations for inspection by person(s) who need to enter the space for work or inspection.

20.2. Job Site-Fall Protection and Rescue Plans. In the event personal fall arrest systems are used, the following rescue considerations shall apply. Owner/general contractor must assure that persons can be promptly rescued or can rescue themselves should a fall occur. The availability of rescue personnel, ladders, or other rescue equipment should be evaluated. In some situations, equipment that allows employees to rescue themselves after the fall has been arrested may be desirable, such as devices that have descent capability. All new persons on site shall be given instructions on the proper use of fall protection devices before they begin work, as well as rescue procedures. The written fall protection plan will be reviewed before work begins on the job site. Fall protection equipment use will be reviewed regularly at the weekly safety meetings.

21. Construction Site Visits. If applicable, Consultant shall make periodic visits to the project site to observe the progress and quality of the executed work and to generally review whether the work is proceeding in accordance with plans and specifications. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work and does not assume responsibility for construction techniques, procedures, sequences and schedules or for the conduct, action, errors or omissions of any construction contractor, subcontractor, or material supplier, their agents or employees.

22. Resident Project Representation. When applicable, and by separate attachment executed by Client and Consultant, Consultant may provide resident project representation under Consultant's supervision that will be paid for by Client as indicated in such separate agreement and that will be intended to give Client further assurance with regard to the finished work, but will not involve

Consultant in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to Client any guarantee by Consultant of the accuracy, quality or timeliness of performance by any contractor, subcontractor, or material supplier.

23. Hazardous Materials. In the event that Consultant or any other party encounters asbestos or hazardous or toxic materials at the job site, or should become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

24. Assignment/Third Party Reliance/Certification. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of Client, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon Consultant's performance of those services to Client; and no claim against Consultant shall accrue to any contractor, subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, homeowner's association or any other third-party as a result of this Agreement or the performance or non-performance of services on the project. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

25. Client Representative. Client shall designate an individual with authority to act on behalf of Client as to all aspects of the project, shall examine and respond promptly to submissions from Consultant, shall give prompt written notice to Consultant if Client becomes aware of any defect in the project, and shall otherwise fully cooperate as may be required or appropriate in connection with the project.

26. Equal Opportunity. Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

27. Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.

Exhibit B – Scope of Work

GENERAL BACKGROUND

The project area is generally described as roadway extensions within the Moberly Industrial Park. The Industrial Park is generally located between Business 63 on the east, Buchanan Street on the west, Fowler Road on the south, and County Road 1325 on the North. This project focuses on providing plans and bidding documents for the extension of McKeown Road, extension of Fowler Road, and extension of Robertson Road as shown in Figure 1 below. It is anticipated that the three intersections (Fowler/Buchanan, Fowler/Robertson, & McKeown/Robertson) will all be stop controlled intersections. All roadways will be constructed as ditched roads with open drainage.

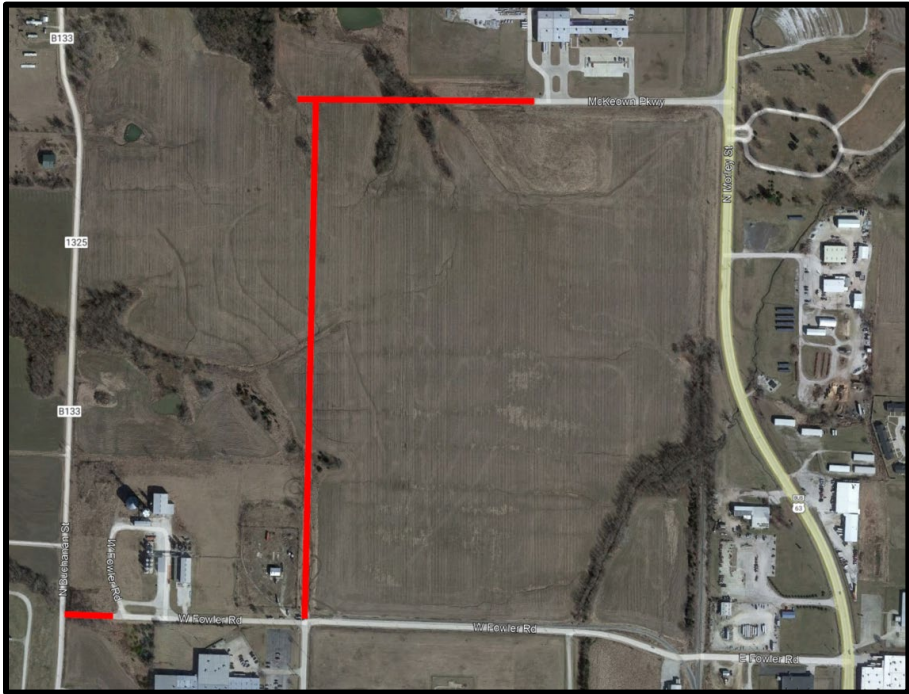


Figure 1: Industrial Park Street Layout

Services will include topographic and boundary survey, the production of Preliminary, Right-of-Way and Final plans, development of legal descriptions for the easement/ROW acquisitions, and utility coordination. Bidding assistance and construction phase services are also included in this scope of work.

There is a rail spur near the Fowler/Robertson intersection. It is anticipated that the City will acquire all current railroad right-of-way and that no railroad coordination or rail design is included in this scope of services.

SCOPE OF SERVICES

- 1. DATA COLLECTION AND SURVEYS
 - 1.1. Project kickoff meeting at City offices and site visit. (assumes 2 attending)

- 1.2. Coordinate with Subconsultant for geotechnical services.
- 1.3. The Engineer shall perform the field survey of existing topography to create project base mapping including the following tasks:
 - 1.3.1. Research of existing survey deeds and horizontal and vertical control points.
 - 1.3.2. Set project horizontal and vertical control/benchmarks. Project control will be set using GPS technology.
 - 1.3.3. Field survey existing topographic features, including pavement edges, drainage structures, retaining walls, landscaping, private entrances and other features to develop the project mapping.
 - 1.3.4. Field locate visible existing utilities in the project area. Includes call for field locates to MO One-Call and survey of marked underground utilities. Does not guarantee that utilities accurately locate their facilities.
 - 1.3.5. Develop project base mapping from field surveys.
 - 1.3.6. Perform additional survey as needed based on field check of base maps.
- 1.4. The Engineer shall perform the boundary surveys including the following tasks:
 - 1.4.1. Field locate and survey existing property corners.
 - 1.4.2. Establish existing Right-of-Way and adjacent property lines from plats, warranty deeds, recorded surveys to allow easement needs to be determined.
 - 1.4.3. Develop project base mapping from boundary surveys for property lines.
- 1.5. Perform a field check of the base maps to check accuracy and appropriate level of detail for design purposes.
- 1.6. Project administration, coordination, and invoicing.
2. PRELIMINARY DESIGN SERVICES
 - 2.1. Develop roadway alignment and geometry for McKeown Parkway extension to Robertson Road.
 - 2.2. Develop roadway profile for McKeown Parkway extension to Robertson Road.
 - 2.3. Develop roadway alignment and geometry for Robertson Road from McKeown Parkway to Fowler Road.
 - 2.4. Develop roadway profile for Robertson Road from McKeown Parkway to Fowler Road.
 - 2.5. Develop roadway alignment and geometry for Fowler Road extension to Buchanan Street.
 - 2.6. Develop roadway profile for Fowler Road extension to Buchanan Street.
 - 2.7. Develop culvert/inlet locations, drainage areas, and perform pipe design calculations and pipe profile development based on manning's equation via the use of spreadsheets based on APWA and City of Moberly Storm Water Ordinance criteria.
 - 2.8. Develop preliminary plans for the proposed improvements. Construction drawings will be prepared on 22" x 34" size sheets. The scale shall be as determined to be appropriate but will likely be 1"=20'. The preliminary submittal is anticipated to include:
 - 2.8.1. Cover Sheet
 - 2.8.2. General Notes/Survey Control (1 sheet assumed)
 - 2.8.3. Typical Sections (1 sheet assumed)
 - 2.8.4. Roadway Plan and Profile Sheets (3 sheets assumed)
 - 2.8.5. Storm Sewer Profile Sheets (2 sheets assumed)
 - 2.8.6. Driveway Profiles (1 sheet assumed)
 - 2.8.7. Cross Sections (4 sheets assumed)

- 2.9. Calculate quantities, estimate of probable construction cost and tabulation of quantities.
- 2.10. Submit a PDF of preliminary plans to City.
- 2.11. Prepare and submit Request for Environmental Review (RER) to MoDOT as necessary.
- 2.12. Hold a meeting at the City offices to review plans. Compile and distribute minutes. (assumes 2 attending)
- 2.13. Coordinate with City consultant for stormwater masterplan.
- 2.14. No detention calculations or design is included in this scope of services
- 2.15. No coordination with the railroad or rail design is included in this scope of services. It is anticipated that the city will fully acquire existing railroad property separate from this scope of services.
- 2.16. Internal QA/QC reviews.
- 2.17. Project administration, coordination, and invoicing.
- 3. RIGHT OF WAY DESIGN SERVICES
 - 3.1. Address comments from the City, MoDOT, EDA, DED, and utility companies and develop right-of-way plans. The plans are anticipated to include:
 - 3.1.1. Cover Sheet
 - 3.1.2. General Notes/Survey Control (1 sheet assumed)
 - 3.1.3. Typical Sections (2 sheets assumed)
 - 3.1.4. Right of Way/Easement Plan (1 sheet assumed)
 - 3.1.5. Roadway Plan and Profile Sheets (3 sheets assumed)
 - 3.1.6. Storm Sewer Profile Sheets (2 sheets assumed)
 - 3.1.7. Driveway Profiles (1 sheet assumed)
 - 3.2. Cross Sections (4 sheets assumed)
 - 3.3. Develop permanent and temporary easement and right of way linework as necessary.
 - 3.4. Update and submit RER to MoDOT as necessary.
 - 3.5. Revise plans based on MoDOT Environmental Section review as necessary.
 - 3.6. Submit a PDF of right of way plans to City and MoDOT as necessary.
 - 3.7. Prepare LPA environmental documents and permits as required. (assumes Land Disturbance Permit, USACE Nationwide Permit and Section 106 Permit).
 - 3.8. Prepare right of way and easement documents including legal descriptions and exhibits as necessary. (assumes 3 tracts)
 - 3.9. Prepare A-Date request for City to submit to MoDOT as necessary.
 - 3.10. Internal QA/QC reviews.
 - 3.11. Project administration, coordination, and invoicing.
- 4. FINAL DESIGN SERVICES
 - 4.1. Address comments from the City, MoDOT, EDA, and DED and develop final plans. The plans are anticipated to include:
 - 4.1.1. Cover Sheet
 - 4.1.2. General Notes/Survey Control (1 sheet assumed)
 - 4.1.3. Coordinate Points (1 sheet assumed)
 - 4.1.4. Typical Sections (1 sheet assumed)
 - 4.1.5. Construction Details (1 sheet assumed)
 - 4.1.6. Right of Way/Easement Plan (1 sheet assumed)
 - 4.1.7. Roadway Plan and Profile Sheets (3 sheets assumed)

- 4.1.8. Intersection Details (1 sheet assumed)
- 4.1.9. Storm Sewer Profiles (2 sheets assumed)
- 4.1.10. Driveway Profiles (1 sheet assumed)
- 4.1.11. Erosion Control Plan (3 sheets assumed)
- 4.1.12. Traffic Control Plan (1 sheet assumed)
- 4.1.13. Traffic Control Details (1 sheet assumed)
- 4.1.14. Signing and Pavement Marking Plan (2 sheets assumed)
- 4.1.15. Cross Sections (4 sheets assumed)
- 4.1.16. No lighting plans are included in this scope of services
- 4.1.17. No traffic signal plans are included in this scope of services
- 4.1.18. No pavement jointing plan is included in this scope of services
- 4.2. Calculate quantities, estimate of probable cost and tabulation of quantities.
- 4.3. Develop job special provisions and front end documents. Assumes the use of MoDOT standard specifications and bidding documents edited by the Engineer.
- 4.4. Submit plans, specifications and bid documents to the City, MoDOT, EDA & DED as necessary. Provide the plans in PDF format and specifications in PDF and Microsoft Word format.
- 4.5. Hold a meeting at the City offices to review plans, specifications and cost estimates. Compile and distribute minutes. (assumes 2 attending)
- 4.6. Revise documents to incorporate modifications from negotiations with property owners and review comments from the City.
- 4.7. Submit final signed and sealed plans to the City. The plans will be submitted as PDFs.
- 4.8. Internal QA/QC reviews.
- 4.9. Project administration, coordination, and invoicing.
- 5. BIDDING SERVICES
 - 5.1. Request authority to advertise from MoDOT, DED, and EDA.
 - 5.2. Assist the City with advertising the Advertisement for Bids in local newspaper. The City is to pay for all advertising fees.
 - 5.3. Administer the distribution of bidding documents to prospective bidders. Engineer will use a print shop such as American Document Solutions of Columbia, Missouri, to print and ship documents and send out addenda. Engineer will not sell documents or provide refunds for returned documents.
 - 5.4. Address bidder questions regarding the plans and contract documents.
 - 5.5. Conduct prebid meeting. Compile and distribute minutes. (assumes 2 attending)
 - 5.6. Prepare and issue addenda and provide supplemental information or clarification, as appropriate, to interpret, clarify or expand the bidding documents to all prospective bidders during the bidding process. (assumes 1 addendum)
 - 5.7. Facilitate bid opening, prepare the bid tabulation sheets, assist the City in evaluating the bids and the contract award. (assumes 2 attending)
 - 5.8. Submit request for concurrence in award to MoDOT, EDA and DED.
 - 5.9. Assist the City with executing the construction contract between the City and the awarded Contractor.
 - 5.10. Project administration, coordination, and invoicing.
- 6. CONSTRUCTION PHASE SERVICES

- 6.1. Conduct preconstruction conference with site visit to follow. Compile and distribute meeting minutes. (assumes 2 attending)
- 6.2. Submittal and shop drawing reviews.
- 6.3. Provide construction administration, coordination, and documentation per MoDOT LPA requirements. (assumes 22 weeks duration, 12 hours per week)
- 6.4. Perform full time construction observation per MoDOT LPA requirements. (assumes 22 weeks duration, 40 hours per week including travel time, plus 15% overtime)
- 6.5. Monthly on-site progress meetings and quality assurance reviews. (assumes 6 meetings/trips throughout project duration)
- 6.6. Office assistance with plan/specification clarifications during construction.
- 6.7. Conduct final walkthrough with City and Contractor. (assumes 3 attending)
- 6.8. Assist the City in project closeout per MoDOT LPA, EDA and DED requirements.
- 6.9. Provide bi-monthly project updates to the City during construction.
- 6.10. Project administration, coordination, and invoicing.

City of Moberly

City Council Agenda Summary

Agenda Number: #5.
 Department: Fire
 Date: November 20, 2023

Agenda Item: A Resolution Approving A Service Agreement With Cummins, Inc., For Three Fire Engines And One Aerial Truck.

Summary: Through The Budgetary Process, The Fire Department Requested Additional Monies To Cover The Costs Of Pursuing A Fleet Management Program/Agreement For Routine Servicing Of Our Fire Engines and Aerial Truck. The Department Selected Cummins Sales and Service To Be The Vendor Based Upon Service History and Responsiveness, and Availability. This Funding Was Approved In The 2023-2024 Fiscal Budget, Within The Contracted Services Account. After Discussion With The Finance Department, It Was Decided That This Should Be Added To The Truck Maintenance Account To Reflect Proper Financing Processes.

Recommended

Action: Approve the Resolution.

Fund Name: Truck Maintenance

Account Number: 100.008.5309

Available Budget \$: \$3500.00

ATTACHMENTS:

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

Roll Call Aye Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO._____

RESOLUTION NO._____

**A RESOLUTION APPROVING A SERVICE AGREEMENT WITH CUMMINS, INC.,
FOR THREE FIRE ENGINES AND ONE AERIAL TRUCK.**

WHEREAS, the Moberly Fire Department sought bids from interested parties to provide routine service for three Fire Engines and one Aerial truck; and

WHEREAS, two responses were received to the request for bids and the bid of Cummins Sales & Service, LLC (“Cummins”) in the amount of \$3,500.00 was deemed to be the lowest responsible bid; and

WHEREAS, attached hereto are the Invoice bids describing the service to be performed on each vehicle; and

WHEREAS, City staff recommend accepting the bid and authorizing the City Manager or his designee to make payment upon completion of the routine service.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts and approves the bid of Cummins and authorizes the City Manager or his designee to obtain and pay for the routine service and to take such other action as may be required to accomplish the purpose of this Resolution.

RESOLVED this 20th day of November, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy City Clerk

| Moberly Fire - Fleet Management | |
|---------------------------------------|----------------|
| Vendor | Quoted Pricing |
| Cummins Sales & Service, LLC | \$3,500.00 |
| Emergency Apparatus Maintenance, Inc. | \$6,100.00 |
| | |
| | |

The Fire Department recommends going with the low bid from Cummins Sales and Service, LLC.



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

#5.

COLUMBIA MO BRANCH
5221 HWY 763 NORTH
COLUMBIA, MO 65202-
(573)449-3711

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270-1554

OWNER

CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270-1554
DON RYAN - 660 2698705

PAGE 1 OF 2

*** CHARGE ***

| DATE | CUSTOMER ORDER NO. | DATE IN SERVICE | ENGINE MODEL | PUMP NO. | EQUIPMENT MAKE |
|--------------|--------------------|-----------------|-------------------|-----------|-----------------|
| 24-OCT-2023 | | 25-APR-2022 | L9 CM2450 L126B | | ROSENBAUER |
| CUSTOMER NO. | SHIP VIA | FAIL DATE | ENGINE SERIAL NO. | CPL NO. | EQUIPMENT MODEL |
| 146680 | | 24-OCT-2023 | 74931055 | | COMMANDER |
| REF. NO. | SALESPERSON | PARTS DISP. | MILEAGE/HOURS | PUMP CODE | UNIT NO. |
| 109319 | | | | | 303 |

| QUANTITY ORDERED | BACK ORDERED | QUANTITY SHIPPED | PART NUMBER | DESCRIPTION | PRODUCT CODE | UNIT PRICE | AMOUNT |
|------------------|--------------|---|----------------|--------------------------|--------------|------------|--------|
| OSN/MSN/VIN | | N/A | | | | | |
| COMPLAINT | | TRAVEL TO CUST SITE COMPLETE LOF AND PM | | | | | |
| CAUSE | | CUSTOMER REQUEST | | | | | |
| COVERAGE | | CUSTOMER BILLABLE | | | | | |
| 1 | | 0 | FF63041-NN | PAC, FF | FLG | 89.15 | 89.15 |
| 1 | | 0 | LF1400200MX NN | PAC, LF | FLG | 95.95 | 95.95 |
| | | | ORDERED ITEM | LF14002NN FLG | | | |
| 1 | | 0 | CV70133TU | CERULEAN GREASE #2 14-OZ | VALVOLINE | 3.82 | 3.82 |
| 8 | | 0 | C891007GA | P BL 1 S GN2 15W-40 1-GA | VALVOLINE | 18.94 | 151.52 |

TAX EXEMPT NUMBERS:

| | |
|-------------------------|---------|
| PARTS: | 340.44 |
| PARTS COVERAGE CREDIT: | 0.00 CR |
| TOTAL PARTS: | 340.44 |
| SURCHARGE TOTAL: | 0.00 |
| LABOR: | 546.26 |
| LABOR COVERAGE CREDIT: | 0.00 CR |
| TOTAL LABOR: | 546.26 |
| TRAVEL: | 147.07 |
| TRAVEL COVERAGE CREDIT: | 0.00 CR |
| TOTAL TRAVEL: | 147.07 |
| MISC.: | 59.25 |
| MISC. COVERAGE CREDIT: | 0.00 CR |
| TOTAL MISC.: | 59.25 |
| ROAD MILEAGE | 59.25 |

SIGN UP FOR AUTO EMAIL OF
INVOICES AND CREDITS AT
[HTTP://CUSTOMERPAYMENT.CU](http://CUSTOMERPAYMENT.CU)

Completion date : 25-Oct-2023 11:20AM. Estimate expires : 23-Nov-2023 11:20AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

#5.

COLUMBIA MO BRANCH
5221 HWY 763 NORTH
COLUMBIA, MO 65202-
(573)449-3711

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270-1554

OWNER

CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270-1554
DON RYAN - 660 2698705

PAGE 2 OF 2

*** CHARGE ***

| DATE | CUSTOMER ORDER NO. | DATE IN SERVICE | ENGINE MODEL | PUMP NO. | EQUIPMENT MAKE |
|--------------|--------------------|-----------------|-------------------|-----------|-----------------|
| 24-OCT-2023 | | 25-APR-2022 | L9 CM2450 L126B | | ROSENBAUER |
| CUSTOMER NO. | SHIP VIA | FAIL DATE | ENGINE SERIAL NO. | CPL NO. | EQUIPMENT MODEL |
| 146680 | | 24-OCT-2023 | 74931055 | | COMMANDER |
| REF. NO. | SALESPERSON | PARTS DISP. | MILEAGE/HOURS | PUMP CODE | UNIT NO. |
| 109319 | | | | | 303 |

| QUANTITY ORDERED | BACK ORDERED | QUANTITY SHIPPED | PART NUMBER | DESCRIPTION | PRODUCT CODE | UNIT PRICE | AMOUNT |
|------------------|--------------|------------------|-------------|-------------|--------------|------------|--------|
| | | | | OSN/MSN/VIN | | | |

N/A

MMINS.COM

LOCAL

0.00

Completion date : 25-Oct-2023 11:20AM. Estimate expires : 23-Nov-2023 11:20AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 1,093.02

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 1,093.02

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

#5.

COLUMBIA MO BRANCH
5221 HWY 763 NORTH
COLUMBIA, MO 65202-
(573)449-3711

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270-1554

DON RYAN - 660 2698705

PAGE 1 OF 2

*** CHARGE ***

| DATE | CUSTOMER ORDER NO. | DATE IN SERVICE | ENGINE MODEL | PUMP NO. | EQUIPMENT MAKE |
|--------------|--------------------|-----------------|-------------------|-----------|-----------------|
| 24-OCT-2023 | | 17-MAR-2015 | ISL9 CM2350 L101 | | PIERCE |
| CUSTOMER NO. | SHIP VIA | FAIL DATE | ENGINE SERIAL NO. | CPL NO. | EQUIPMENT MODEL |
| 146680 | | 24-OCT-2023 | 73741285 | CPL3663 | SABER |
| REF. NO. | SALESPERSON | PARTS DISP. | MILEAGE/HOURS | PUMP CODE | UNIT NO. |
| 109320 | | | | | 302 |

| QUANTITY ORDERED | BACK ORDERED | QUANTITY SHIPPED | PART NUMBER | DESCRIPTION | PRODUCT CODE | UNIT PRICE | AMOUNT |
|------------------|--------------|------------------|-------------|--|--------------|------------|--------|
| | | | OSN/MSN/VIN | 4P1BAHFF3FA015070 | | | |
| | | | COMPLAINT | COMPLETE LOF AND PM | | | |
| | | | CORRECTION | TRAVEL TECHNICIAN ADMINISTRATIVE TIME - ROAD/FIELD REPAIR TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENT JOB SAFETY ASSESSMENT T8-PREVENTATIVE MAINTENANCE INSPECTION | | | |
| 1 | | 0 | LF9009 | PAC, LF | FLG | 58.27 | 58.27 |
| 1 | | 0 | FF63054-NN | PAC,FF | FLG | 65.03 | 65.03 |
| 6 | | 0 | C891007GA | P BL 1 S GN2 15W-40 1-GA | VALVOLINE | 18.94 | 113.64 |
| 1 | | 0 | CV70133TU | CERULEAN GREASE #2 14-OZ | VALVOLINE | 3.82 | 3.82 |

TAX EXEMPT NUMBERS:

| | |
|------------------------|--------|
| PARTS: | 240.76 |
| PARTS COVERAGE CREDIT: | 0.00CR |
| TOTAL PARTS: | 240.76 |
| SURCHARGE TOTAL: | 0.00 |
| LABOR: | 531.36 |
| LABOR COVERAGE CREDIT: | 0.00CR |
| TOTAL LABOR: | 531.36 |
| MISC.: | 0.00 |
| MISC. COVERAGE CREDIT: | 0.00CR |
| TOTAL MISC.: | 0.00 |

SIGN UP FOR AUTO EMAIL OF
INVOICES AND CREDITS AT
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://CUSTOMERPAYMENT.CUMMINS.COM)

Completion date : 25-Oct-2023 11:24AM. Estimate expires : 23-Nov-2023 11:24AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

#5.

COLUMBIA MO BRANCH
5221 HWY 763 NORTH
COLUMBIA, MO 65202-
(573)449-3711

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270-1554

DON RYAN - 660 2698705

PAGE 2 OF 2

*** CHARGE ***

| DATE | | CUSTOMER ORDER NO. | | DATE IN SERVICE | ENGINE MODEL | PUMP NO. | EQUIPMENT MAKE | |
|------------------|--------------|--------------------|-------------|-----------------|-------------------|--------------|-----------------|--------|
| 24-OCT-2023 | | | | 17-MAR-2015 | ISL9 CM2350 L101 | | PIERCE | |
| CUSTOMER NO. | | SHIP VIA | | FAIL DATE | ENGINE SERIAL NO. | CPL NO. | EQUIPMENT MODEL | |
| 146680 | | | | 24-OCT-2023 | 73741285 | CPL3663 | SABER | |
| REF. NO. | | SALESPERSON | | PARTS DISP. | MILEAGE/HOURS | PUMP CODE | UNIT NO. | |
| 109320 | | | | | | | 302 | |
| QUANTITY ORDERED | BACK ORDERED | QUANTITY SHIPPED | PART NUMBER | DESCRIPTION | | PRODUCT CODE | UNIT PRICE | AMOUNT |
| OSN/MSN/VIN | | 4P1BAHFF3FA015070 | | | | | | |
| | | | | | | LOCAL | | 0.00 |

Completion date : 25-Oct-2023 11:24AM. Estimate expires : 23-Nov-2023 11:24AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 772.12

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 772.12

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

#5.

COLUMBIA MO BRANCH
5221 HWY 763 NORTH
COLUMBIA, MO 65202-
(573)449-3711

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270-1554

DON RYAN - 660 2698705

PAGE 1 OF 2

*** CHARGE ***

| DATE | CUSTOMER ORDER NO. | DATE IN SERVICE | ENGINE MODEL | PUMP NO. | EQUIPMENT MAKE |
|--------------|--------------------|-----------------|-------------------|-----------|-----------------|
| 24-OCT-2023 | | | DETROIT | | |
| CUSTOMER NO. | SHIP VIA | FAIL DATE | ENGINE SERIAL NO. | CPL NO. | EQUIPMENT MODEL |
| 146680 | | | 6R0875146 | | |
| REF. NO. | SALESPERSON | PARTS DISP. | MILEAGE/HOURS | PUMP CODE | UNIT NO. |
| 109322 | | | | | |

| QUANTITY ORDERED | BACK ORDERED | QUANTITY SHIPPED | PART NUMBER | DESCRIPTION | PRODUCT CODE | UNIT PRICE | AMOUNT |
|------------------|--------------|------------------|-------------|-------------|--------------|------------|--------|
|------------------|--------------|------------------|-------------|-------------|--------------|------------|--------|

COMPLAINT

COMPLETE LOF AND PM
2006 SUTPHEN SPH100 AERIAL - # 6R0875146 (DETROIT)

CORRECTION

TRAVEL
ADMINISTRATIVE TIME
TECHNICIAN ADMINISTRATIVE TIME - ROAD/FIELD REPAIR
TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENTS
JOB SAFETY ASSESSMENT
T8-PREVENTATIVE MAINTENANCE INSPECTION

| | | | | | | | |
|----|---|-----------|--------------------------|-----------|--|-------|--------|
| 1 | 0 | FS19513 | PAC, FS | FLG | | 28.05 | 28.05 |
| 1 | 0 | LF3620 | PAC, LF | FLG | | 25.83 | 25.83 |
| 11 | 0 | C891007GA | P BL 1 S GN2 15W-40 1-GA | VALVOLINE | | 18.94 | 208.34 |
| 1 | 0 | CV70133TU | CERULEAN GREASE #2 14-OZ | VALVOLINE | | 3.82 | 3.82 |

TAX EXEMPT NUMBERS:

| | |
|------------------------|---------|
| PARTS: | 266.04 |
| PARTS COVERAGE CREDIT: | 0.00 CR |
| TOTAL PARTS: | 266.04 |
| SURCHARGE TOTAL: | 0.00 |
| LABOR: | 546.26 |
| LABOR COVERAGE CREDIT: | 0.00 CR |
| TOTAL LABOR: | 546.26 |
| MISC.: | 0.00 |
| MISC. COVERAGE CREDIT: | 0.00 CR |
| TOTAL MISC.: | 0.00 |

SIGN UP FOR AUTO EMAIL OF
INVOICES AND CREDITS AT
HTTP://CUSTOMERPAYMENT.CU
MMINS.COM

Completion date : 25-Oct-2023 11:30AM. Estimate expires : 23-Nov-2023 11:31AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

#5.

COLUMBIA MO BRANCH
5221 HWY 763 NORTH
COLUMBIA, MO 65202-
(573)449-3711

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270-1554

DON RYAN - 660 2698705

PAGE 2 OF 2

*** CHARGE ***

| DATE | | CUSTOMER ORDER NO. | | DATE IN SERVICE | ENGINE MODEL | PUMP NO. | EQUIPMENT MAKE | |
|------------------|--------------|--------------------|-------------|-----------------|-------------------|--------------|-----------------|--------|
| 24-OCT-2023 | | | | | DETROIT | | | |
| CUSTOMER NO. | | SHIP VIA | | FAIL DATE | ENGINE SERIAL NO. | CPL NO. | EQUIPMENT MODEL | |
| 146680 | | | | | 6R0875146 | | | |
| REF. NO. | | SALESPERSON | | PARTS DISP. | MILEAGE/HOURS | PUMP CODE | UNIT NO. | |
| 109322 | | | | | | | | |
| QUANTITY ORDERED | BACK ORDERED | QUANTITY SHIPPED | PART NUMBER | DESCRIPTION | | PRODUCT CODE | UNIT PRICE | AMOUNT |

LOCAL 0.00

Completion date : 25-Oct-2023 11:30AM. Estimate expires : 23-Nov-2023 11:31AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 812.30

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 812.30

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

Estimate



Emergency Apparatus Maintenance, Inc.
7512 4th Avenue
Lino Lakes, MN 55014

Date: 10/25/2023

Estimate #: 9922

TEL: 651.786.4463 • 1.800.EAM.3911
FAX: 651.786.0517
EML: service@eamservice.com

#5.

Donald Ryan
Moberly, MO Fire Department
316 N. Clark St.
Moberly, MO 65270-1520

Sales Rep: Rusty Svendsen

Signature: _____

Description

Engine 302

| Quantity | Description | Unit Cost | Cost |
|----------|---|------------|------------|
| 1 | Engines / Tankers medium and heavy duty diesel applications; Complete Emergency Vehicle Safety Inspection and Full Service conducted per Emergency Apparatus Maintenance service report (copy attached). Includes engine oil, Manufacturers oil, fuel and coolant filters and chassis lubrication. Total investment per truck serviced... | \$1,025.00 | \$1,025.00 |
| 1 | Emergency Vehicle Safety Inspection Conducted in accordance with our Emergency Apparatus Maintenance safety inspection form, conducted by our ASE, DOT EVT certified technicians. This safety inspection is a through 60 plus point component inspection that covers all the items covered in a DOT inspection plus 45 additional components that comprises a through bumper to bumper top to bottom safety inspection of your emergency vehicle. | \$450.00 | \$450.00 |

Estimate



Emergency Apparatus Maintenance, Inc.
7512 4th Avenue
Lino Lakes, MN 55014

Date: 10/25/2023

Estimate #: 9922

TEL: 651.786.4463 · 1.800.EAM.3911
FAX: 651.786.0517
EML: service@eamservice.com

#5.

Donald Ryan
Moberly, MO Fire Department
316 N. Clark St.
Moberly, MO 65270-1520

Sales Rep: Rusty Svendsen

Signature: _____

Description

Engine 303

| Quantity | Description | Unit Cost | Cost |
|----------|---|------------|------------|
| 1 | Engines / Tankers medium and heavy duty diesel applications; Complete Emergency Vehicle Safety Inspection and Full Service conducted per Emergency Apparatus Maintenance service report (copy attached). Includes engine oil, Manufacturers oil, fuel and coolant filters and chassis lubrication. Total investment per truck serviced... | \$1,200.00 | \$1,200.00 |
| 1 | Emergency Vehicle Safety Inspection Conducted in accordance with our Emergency Apparatus Maintenance safety inspection form, conducted by our ASE, DOT EVT certified technicians. This safety inspection is a through 60 plus point component inspection that covers all the items covered in a DOT inspection plus 45 additional components that comprises a through bumper to bumper top to bottom safety inspection of your emergency vehicle. | \$450.00 | \$450.00 |

Estimate



Emergency Apparatus Maintenance, Inc.
7512 4th Avenue
Lino Lakes, MN 55014

Date: 10/25/2023

Estimate #: 9922

TEL: 651.786.4463 • 1.800.EAM.3911
FAX: 651.786.0517
EML: service@eamservice.com

#5.

Donald Ryan
Moberly, MO Fire Department
316 N. Clark St.
Moberly, MO 65270-1520

Sales Rep: Rusty Svendsen

Signature: _____

Description

Engine 304

| Quantity | Description | Unit Cost | Cost |
|----------|---|-----------|----------|
| 1 | Engines / Tankers medium and heavy duty diesel applications; Complete Emergency Vehicle Safety Inspection and Full Service conducted per Emergency Apparatus Maintenance service report (copy attached). Includes engine oil, Manufacturers oil, fuel and coolant filters and chassis lubrication. Total investment per truck serviced... | \$900.00 | \$900.00 |
| 1 | Emergency Vehicle Safety Inspection Conducted in accordance with our Emergency Apparatus Maintenance safety inspection form, conducted by our ASE, DOT EVT certified technicians. This safety inspection is a through 60 plus point component inspection that covers all the items covered in a DOT inspection plus 45 additional components that comprises a through bumper to bumper top to bottom safety inspection of your emergency vehicle. | \$450.00 | \$450.00 |

Estimate



Emergency Apparatus Maintenance, Inc.
7512 4th Avenue
Lino Lakes, MN 55014

Date: 10/25/2023

Estimate #: 9922

TEL: 651.786.4463 • 1.800.EAM.3911
FAX: 651.786.0517
EML: service@eamservice.com

#5.

Donald Ryan
Moberly, MO Fire Department
316 N. Clark St.
Moberly, MO 65270-1520

Sales Rep: Rusty Svendsen

Signature: _____

Description

Ladder 305

| Quantity | Description | Unit Cost | Cost |
|----------|---|------------|------------|
| 1 | Engines / Tankers medium and heavy duty diesel applications; Complete Emergency Vehicle Safety Inspection and Full Service conducted per Emergency Apparatus Maintenance service report (copy attached). Includes engine oil, Manufacturers oil, fuel and coolant filters and chassis lubrication. Total investment per truck serviced... | \$1,200.00 | \$1,200.00 |
| 1 | Emergency Vehicle Safety Inspection Conducted in accordance with our Emergency Apparatus Maintenance safety inspection form, conducted by our ASE, DOT EVT certified technicians. This safety inspection is a through 60 plus point component inspection that covers all the items covered in a DOT inspection plus 45 additional components that comprises a through bumper to bumper top to bottom safety inspection of your emergency vehicle. | \$450.00 | \$450.00 |

Description

| Quantity | Description | Unit Cost | Cost |
|----------|---|-----------|------|
| 1 | Travel Charge: Price estimate does not include travel expense. Service and repairs are scheduled in service runs with other departments in your area to minimize travel expense. Travel expense is split between all departments on the service run and will be added to the final invoice. | | |

Summary

This estimate is based on the average parts and labor required to complete the stated repairs. These estimates are figured upon average accessibility to parts requiring repairs and will be charged on a time and materials basis.

Thank you for the opportunity to provide an estimate for this project. If you have any questions regarding this estimate, or if we can be of further assistance, please call us at 651.786.4463 or 1.800.326.3911, or email us at service@eamservice.com.

City of Moberly

City Council Agenda Summary

Agenda Number: #6.
 Department: Parks and Recreation
 Date: November 20, 2023

Agenda Item: A Resolution Authorizing The City Manager To Enter Into An Agreement For Professional Services With Allstate Consultants, LLC For Rothwell Lake Spillway Improvements.

Summary: The engineering is largely done for the lakeshore projects. We would, however, like to add to the scope to address the mouth Rothwell Lake spillway. The spillway is many decades old and deteriorating. Engineers aren't overall concerned with the majority of the spillway. But addressing the first 20 feet of the spillway would allow us more affordably – while contractors are already on site for the lakeshore projects – address concerns about this most critical area that is seeing significant erosion and really wasn't designed properly. The redesign would shift the mouth of the spillway inward 2-3 ft (pending final analysis) and lower it 3-5 inches, allowing volume and energy to be released earlier in significant events (such as 2018 and 2023) rather than building up until the entire stormwater system is saturated and overwhelmed. The current design (too far east and a few inches too high) results in significant volume building up to where in both 2018 and 2023, we were 2 ft from overtopping the dam.

Following the Work Session as noted on the Work Session summary, staff proceeded signature so the design could move forward and be bid with the overall lakeshore project in December. Staff is seeking ratification of that recent signature following the November 6th meeting.

Recommended

Action: Approve the Resolution.

Fund Name: Parks > Contracted Services

Account Number: 115.044.5406

Available Budget \$: \$120,946.36

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ALLSTATE CONSULTANTS, LLC FOR ROTHWELL LAKE SPILLWAY IMPROVEMENTS.

WHEREAS, on May 1, 2023, this Council authorized a contract with Allstate Consultants, LLC, (“Allstate”) to provide engineering services to improve Rothwell Lake boat ramps; and

WHEREAS, while Allstate is on site at Rothwell Lake, the Parks Department seeks authority expand their scope of services and to perform needed engineering services related to Rothwell Lake Spillway improvements; and

WHEREAS, Allstate has submitted the attached Agreement for Professional Services (the “Agreement”) to increase their scope of service to include engineering to replace the northern 20 feet of spillway concrete at the existing spillway in amount not to exceed Six Thousand Five Hundred Dollars (\$6,500.00); and

WHEREAS, the City manager executed the Agreement following the last work study session of the City Council in order that Allstate could proceed in a timely fashion and City staff now requests that the City Manager’s action be ratified.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Agreement and ratifies the City Manager’s previous execution of the Agreement with Allstate and further authorizes the City Manager to take such other action as may be necessary to accomplish the purpose of this Resolution.

RESOLVED this 20th day of November, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT: MOBERLY PARKS AND RECREATION
c/o Troy Bock, MPA, CPRE
Director
200 N Clark Street
Moberly, MO 65270
660-269-8705

BILLING: SAME AS CLIENT

DATE: **OCTOBER 20, 2023**

PROJECT #: 23111.01

PROJECT INFORMATION:

**ROTHWELL PARK BOAT RAMPS ENGINEERING SERVICES
ADDENDUM FOR ROTHWELL LAKE SPILLWAY IMPROVEMENTS ALTERNATE**

SCOPE OF SERVICES / FEE FOR SERVICES:

Allstate Consultants LLC, 3312 LeMone Industrial Blvd., Columbia, MO agrees to provide professional services related to the attached scope of services for the above-listed project. These services will be completed on a **Not-to-Exceed** fee basis. See attached Addendum A for our hourly rates and standard terms and conditions.

Allstate Consultants LLC will complete our services for a not-to-exceed fee of ***SIX THOUSAND AND FIVE HUNDRED DOLLARS (\$6,500)***.

CONTRACT:

Acceptance of this agreement will serve as Allstate Consultants' notice to proceed and together with the standard terms and conditions attached hereto represent the formal contractual agreement. All fees associated with this project will be paid for by the client.

Proposed By:


Brian Harrington, PE, PTOE
Allstate Consultants LLC

Accepted By:

10

Signature

11/7/23
Date

Date _____

Randall D. Thompson Interim City
Print Name / Title Manager

**ALLSTATE**
CONSULTANTS

ADDENDUM A – STANDARD TERMS AND CONDITIONS

Scope of Service: The Client (you) and the Consultant (Allstate Consultants LLC) have agreed to a list of services the Consultant will provide to the Client as set forth in this agreement. The Consultant shall provide Additional Services if requested or directed by the Client. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services included. Payment for Additional Services will be made by the Client on an Hourly Rate basis, in accordance with the Consultant's prevailing fee schedule, as provided below. Any services not set forth in this agreement are specifically excluded and Consultant assumes no responsibility for those services. Directing the Consultant to proceed with services is an acceptance of this proposal.

- Fee:**
- A **Fixed fee**, if stated, shall constitute the total compensation due.
 - A **Percentage fee**, if stated, shall be calculated on the basis of the total cost of the work designed and specified by the Consultant.
 - An **Estimated fee**, if stated, will be calculated on an hourly basis, and the estimate shall not be exceeded by more than twenty percent without written approval of the Client.
 - A **Not-To-Exceed fee**, if stated, will be calculated on an hourly basis, and will not be exceeded without prior written approval of the Client.
 - An **Hourly fee**, if stated, will be based on the actual hours expended on the project and will be calculated on an hourly basis.
 - Hourly Rate:** Where the fee is to be calculated on an hourly basis, the rates shall be as follows:

| | |
|---|--------------|
| PRINCIPAL | \$210.00 |
| ENGINEER III..... | \$175.00 |
| ENGINEER II | \$165.00 |
| ENGINEER I | \$145.00 |
| WATER QUALITY SCIENTIST III..... | \$165.00 |
| WATER QUALITY SCIENTIST II..... | \$135.00 |
| WATER QUALITY SCIENTIST I..... | \$90.00 |
| PROJECT SCIENTIST III | \$160.00 |
| INVESTIGATIVE ENGINEER III..... | \$260.00 |
| INVESTIGATIVE ENGINEER II..... | \$230.00 |
| INVESTIGATIVE ENGINEER I..... | \$200.00 |
| TECHNICIAN VI/SURVEYOR III..... | \$155.00 |
| TECHNICIAN V/SURVEYOR II..... | \$145.00 |
| TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER..... | \$125.00 |
| TECHNICIAN III/PROJECT MANAGER I | \$105.00 |
| TECHNICIAN II | \$90.00 |
| TECHNICIAN I..... | \$65.00 |
| TECHNICIAN | \$45.00 |
| CREW (1 MAN)..... | \$155.00 |
| CREW (2 MEN) | \$190.00 |
| CREW (3 MEN) | \$215.00 |
| INVESTIGATOR IV..... | \$155.00 |
| INVESTIGATOR III | \$140.00 |
| INVESTIGATOR II | \$110.00 |
| INVESTIGATOR I | \$90.00 |
| DRILL RIG CREW (2 MEN) | \$173.00 |
| DRILL RIG CREW WITH GROUTER (2MEN)..... | \$194.00 |
| GPS RECEIVERS (PER UNIT)..... | \$190.00/day |
| TRAFFIC COUNTERS (PER UNIT)..... | \$215.00/day |
| ATV (PER UNIT) | \$155.00/day |
| MILEAGE | IRS Rate |
| EXPENSES (Lodging, Meals, Printing, Research, & etc.) | Actual Cost |

- Annual Rate Increase:** Rates may be adjusted annually or periodically. Adjusted rates will be incorporated and billed into applicable agreements and contracts.
- Reimbursable Expenses:** The Client shall reimburse the Consultant for direct expenses incurred during performance of the service, including printing charges, taxes, mileage, public transportation cost, tolls, permit fees, equipment rentals, meals, lodging, and other miscellaneous expenses.
- Billing/Payments:** Statements for the Consultant's services shall typically be submitted on a monthly basis and at the completion of the project. Statements shall be due upon receipt and payable within 30 days after their date. Payments shall not be contingent upon any other payments to the Client by others. If not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of all services. Payments to the Consultant shall not be withheld, postponed or made contingent on the construction, completion or success of the project. No withholdings, deductions or offsets shall be made from the Consultant's compensation for any reason.
- Retainer:** A retainer or advance deposit may be required for the amount stated in this Agreement. If required, the Client shall pay the Consultants prior to our commencement of services. The client has agreed to pay our monthly invoices on a current basis and the retainer shall be applied to the outstanding balance upon the conclusion of our services or, at our option, to satisfy delinquent monthly statements. We reserve the right to request further reasonable deposits if the initial payment is used to satisfy prior invoices. Any unused portion of the deposit will be refunded at the conclusion of the services.
- Termination of Services:** The Agreement may be terminated by the Client or the Consultant after seven days written notice should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

Code Compliance: The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Scope of Service provisions of this Agreement.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Certification/Guarantee & Warranty: The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

Construction Observation: The Consultant may visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. If the dispute or any issues remain unresolved after good faith mediation by both parties, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Missouri.

Presence of Hazardous Materials: The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

Information Provided by Others: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, existing plans/specifications, existing geotechnical reports, and instructions required by this Agreement. The Consultant may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

Ownership of Instruments of Service: The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the Consultant, the Client shall receive ownership of the final construction documents prepared under this Agreement. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

Timeliness of Performance: The Client and Consultant are aware that many factors outside the Consultant's control may affect the time to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Unauthorized Changes to Plans: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

City of Moberly

City Council Agenda Summary

Agenda Number: #7.

Department: Parks and Recreation

Date: November 20, 2023

Agenda Item: A Resolution Authorizing The Purchase Of Park Land From Matthew And Alicia Martin.

Summary: On June 5, 2023, this Council authorized the condemnation of land titled in the name of Matthew and Alicia Martin for park purposes. This land is located adjacent to the Heritage Hills clubhouse. After forwarding the condemnation Ordinance to our attorney was finally able to make contact with the Martin's. They are willing to deed the property to the City in exchange for the total sum of \$10,000.00.

Recommended

Action: Approve the Resolution.

Fund Name: Parks Admin > Land Acquisition Costs

Account Number: 115.044.5506

Available Budget \$: \$0

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF PARK LAND FROM MATTHEW AND ALICIA MARTIN.

WHEREAS, Matthew and Alicia Martin (“Martins”) own land adjacent to the entrance of Heritage Hills Golf Course, a part of the Pity parkland, and more specifically described on the attached Ownership and Encumbrance report from Town & Country Abstract Co., Inc.; and

WHEREAS, on June 5, 2023, this Council authorized acquisition of this property by condemnation; and

WHEREAS, the City obtained an appraisal of the property which concluded that the value of the real estate was approximately \$5,000.00; and

WHEREAS, the Martins, upon being notified of the condemnation proceedings agreed to sell the property to the City for the sum of \$10,000.00; and

WHEREAS, City staff recommend purchasing the property directly from the Martins rather than filing a Condemnation Petition.

THEREFORE, the Moberly, Missouri, City Council authorizes the purchase of the Martins property from the Martins for the total purchase price of \$10,000.00 and hereby direct the City Manager to take such actions as are necessary to complete the purchase.

RESOLVED this 20th day of November, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy City Clerk

TOWN & COUNTRY ABSTRACT CO., INC.

**541 West Coates Suite 101
Moberly, Missouri 65270
Phone 660-263-0425 Fax 660-263-1226
Email brad@townandcountryabstract.com**

April 20, 2023

Mr. Troy Bock
City of Moberly
101 W. Reed Street
Moberly, MO 65270

Dear Mr. Bock,

As you requested, we searched the records of Randolph County, Missouri, pertaining to:
Starting at a point on the Southerly right of way of U. S. Highway Route 24 where intersected by the line between the East and West halves of the Southwest Quarter of Section 33, Township 54 North, Range 14 West, thence North 79 degrees 0 minutes West along said right of way line 105 feet, thence South 185.5 feet, thence South 79 degrees 0 minutes East 105 feet, thence North 185.5 feet to Point of Beginning, said tract being situated in the Northwest Quarter of the Southwest Quarter of Section 33, Township 54 North, Range 14 West in Randolph County, Missouri, except that part conveyed in Quit Claim Deed recorded December 31, 2009, in Book 728 at page 460. Coal underlying said land is excepted.

ALSO, a tract of land situated in the Northwest Quarter of the Southwest Quarter of Section 33, Township 54 North, Range 14 West, Randolph County, Missouri, and being more particularly described as follows: Commencing at the Southwest corner of said Section 33, thence South 88 degrees 16 minutes East a distance of 1318.86 feet to the Quarter Quarter Section line, thence North 01 degree 03 minutes East a distance of 2132.78 feet, thence North 74 degrees 04 minutes West a distance of 105.00 feet, thence North 01 degree 03 minutes East a distance of 25.82 feet to the Point of Beginning of the description herein, TO-Wit: Thence North 74 degrees 08 minutes West a distance of 10.74 feet, thence North 00 degrees 55 minutes East a distance of 184.30 feet to the South right of way line of Highway JJ, thence along said Highway, South 74 degrees 04 minutes East a distance of 11.17 feet, thence South 01 degree 03 minutes West a distance of 184.18 feet to the Point of Beginning. Coal underlying said land is excepted. Our search covered the period March 30, 2016, through April 10, 2023, and disclosed the following:

TITLE: Title was vested in **Matthew Martin and Alicia Martin, husband and wife**, by Warranty Deed recorded March 30, 2016, in Book 849 at page 676.

MORTGAGES: None of record.

MECHANICS' LIENS: None of record.

JUDGMENTS: None of record against Matthew Martin or Alicia Martin.

TAX LIENS: None of record against Matthew Martin or Alicia Martin.

REQUESTS FOR NOTICE OF SALE: None of record.

TAXES: Taxes were paid for the year 2022 and prior. 2022 taxes were \$48.12.
Parcel #07-8.0-33.0-0.0-000-022.001

Liability for this Ownership & Encumbrance Report is limited to the price paid the Company for this Report and that maximum liability is limited to the customer who placed the order with us.

Very truly yours,



Brad Goessling

| |
|-----------|
| Statement |
|-----------|

Date: April 20, 2023

To: Mr. Troy Bock
City of Moberly
101 W. Reed Street
Moberly, MO 65270

Town & Country Abstract Co. Inc.
Brad Goessling, President
541 W. Coates, PO Box 177
Moberly, MO 65270
660-263-0425
Fax 660-263-1226
brad@townandcountryabstract.com

| | |
|--|----------|
| <u>Real Estate</u> | |
| Part of 33-54-14, Randolph County 3450 Hwy JJ, Moberly O & E Report | \$100.00 |
| Owners: Matthew Martin and Alicia Martin, husband and wife <div style="text-align: right;">Total</div> | \$100.00 |
| | |

MOORE & SHRYOCK

STANDARD APPRAISAL REPORT FORMAT

March 27, 2023



Single-Family Property
3450 Route JJ
Moberly, Missouri

File No. C2303012

STANDARD APPRAISAL REPORT FORMAT

County: Randolph
Route: Route JJ
Job No.: N/A
Parcel No.: 07-8.0-33.0-0.0-000-022.001
Property Address: 3450 Route JJ, Moberly, Missouri
Area of Contiguous Ownership: 19,478 square feet
(As estimated from Randolph County GIS)

Acquisition:
(As indicated on plans)
Normal Land: Total Acquisition
Controlled Land: N/A
Fully Controlled Land: N/A
Permanent Easement: N/A
Temporary Easement: N/A
Remainder: None

Appraiser: Kyle Newland, MAI
Effective Date of Appraisal: March 27, 2023

1. Owner:

Matthew and Alicia Martin
3450 East North Street
Emory, TX 75440

Contact:
Matthew Martin
903-466-3891

Tenant-owner: None

2. Purpose of Appraisal:

The purpose of this appraisal is to estimate just compensation, if any, due the owners as a result of appropriating certain realty rights as herein described.

A. Fair Market Value Definition: Fair market value is the value of the property taken after considering comparable sales in the area, capitalization of income, and replacement cost less depreciation, singularly or in combination, as appropriate, and additionally considering the value of the property based upon its highest and best use, using generally accepted appraisal practices. If less than the entire property is taken, fair market value shall mean the difference between the fair market value of the entire property immediately prior to the taking and the fair market value of the remaining or burdened property immediately after the taking. (RSMo 523.001)

Jurisdictional Exception to Standards Rule 1-2(c)

B. Intended Use: The intended use of the appraisal report is to assist the agency in its determination of the amount paid for the property rights acquired or conveyed.

C. Intended Users: Intended users of this report are the City of Moberly (the client), and persons authorized by the client, state enforcement agencies and such third parties as may be authorized by due process of law, and a duly authorized peer review committee. Although the client may authorize a copy of this report be provided to the owner of the subject property of this appraisal for information and settlement purposes only, the owner is not an intended user as defined by USPAP.

D. USPAP Compliance Statement: This appraisal was prepared according to the contract/assignment from the City of Moberly. The client bears responsibility for contract/assignment requirements that meet its needs and therefore are not misleading. In combination with the Scope of Assignment and review function, all appraisal reports assigned by the client identify the problem to be solved, determine the scope of work necessary to solve the problem, and correctly complete research and analysis necessary to produce a credible appraisal, and are therefore in compliance with USPAP Standard 1. In that the client is the intended user of the report and others may only be provided copies for informational purposes, the client has determined that reports prepared in conformance with these procedures constitute an Appraisal Report, which fulfills the client's needs. For any inconsistencies with USPAP, appraisers are protected by the USPAP Jurisdictional Exception provision.

3. Interest Appraised: Fee Simple

4. Scope of Work:

The scope of work is defined by USPAP as the type and extent of research and analyses in an assignment. The scope of work includes, but is not limited to, the extent to which the property is identified; the extent to which tangible property is inspected; the type and extent of data researched; and the type and extent of analyses applied to arrive at opinions or conclusions. In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem, and correctly complete research and analyses necessary to produce a credible value conclusion that will serve the needs of the client.

The first step is to identify the appraisal problem to be solved. This process starts with consultation with the client. Through consultation with the client the appraiser identifies any other intended users of the appraisal; intended uses of the appraiser's opinions and conclusions; type and definition of value; and effective date of the appraiser's opinions and conclusions. The appraiser identifies the subject of the assignment and its relevant characteristics and the assignment conditions. The assignment is a valuation service provided as a consequence of an agreement between an appraiser and a client. The assignment conditions include assumptions, extraordinary assumptions, hypothetical conditions, supplemental standards, jurisdictional exceptions, and other conditions that affect the scope of work.

The extent of research work completed for this report began with market data from the Moore & Shryock office files and factual information provided by the owner. The appraisers have made an investigation of additional comparable data sources including public records, personal contacts with buyers, sellers and developers familiar with similar properties, real estate brokers, other professional appraisers active in the area, property managers and mortgage lenders.

In preparation of this appraisal, the appraiser has:

1. Observed the interior and exterior of the subject improvements and surrounding area in order to gather information about the physical characteristics that are relevant to the valuation problem.
2. Assembled and analyzed pertinent economic data.
3. Identified and analyzed comparable property transactions. This data has been confirmed with the buyer, seller, another appraiser, or agent handling the transaction.
4. Reconciled the above research data to form our opinion of the fair market value for the subject property.

Moore & Shryock periodically is engaged in appraisal assignments involving properties similar to the subject of this report. The specific data and conclusions from these studies also provided valuable comparisons. This appraisal report includes the following items.

1. A description of the land and improvements being appraised.
2. A sales history of the subject property.
3. A summary of property trends in the local market including identification of current and projected competition and a forecast of effective demand.
4. A highest and best use analysis is based on a survey of the market, supply and demand factors, and examination of the feasibility of alternative uses.
5. The sales comparison approach was considered to arrive at a final opinion of value for the subject property. The cost approach was not considered as it is not relied upon by market participants for this property type given the age of the structure and depreciation estimates required. The income approach was not utilized due to the condition of the property and lack of market data available for properties in similar condition.
6. Appropriate photographs, maps, graphics and addendum/exhibits have been included to support our analyses and conclusions.

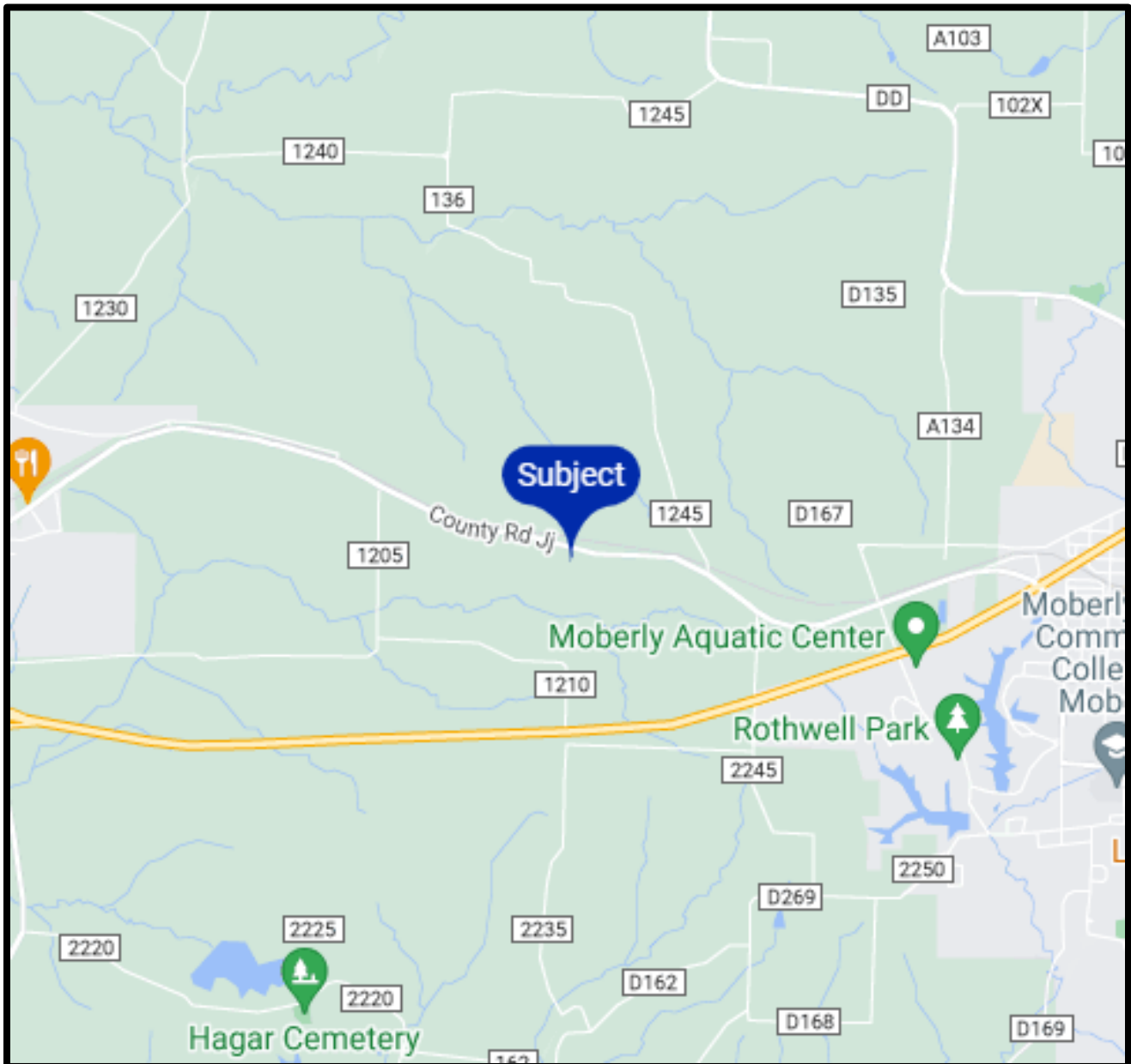
This report was prepared in conformance with the Scope of Assignment and the requirements of the format assigned.

5. Identification of the Realty:

3450 Route JJ, Moberly, Missouri

The subject is located west of Moberly, with the frontage along the south side of Route JJ. The site includes a total of 19,478 square feet (0.45 acre) and is improved with an 800 square foot single family dwelling over a full unfinished basement.

LOCATION MAP



6. History of the Property:

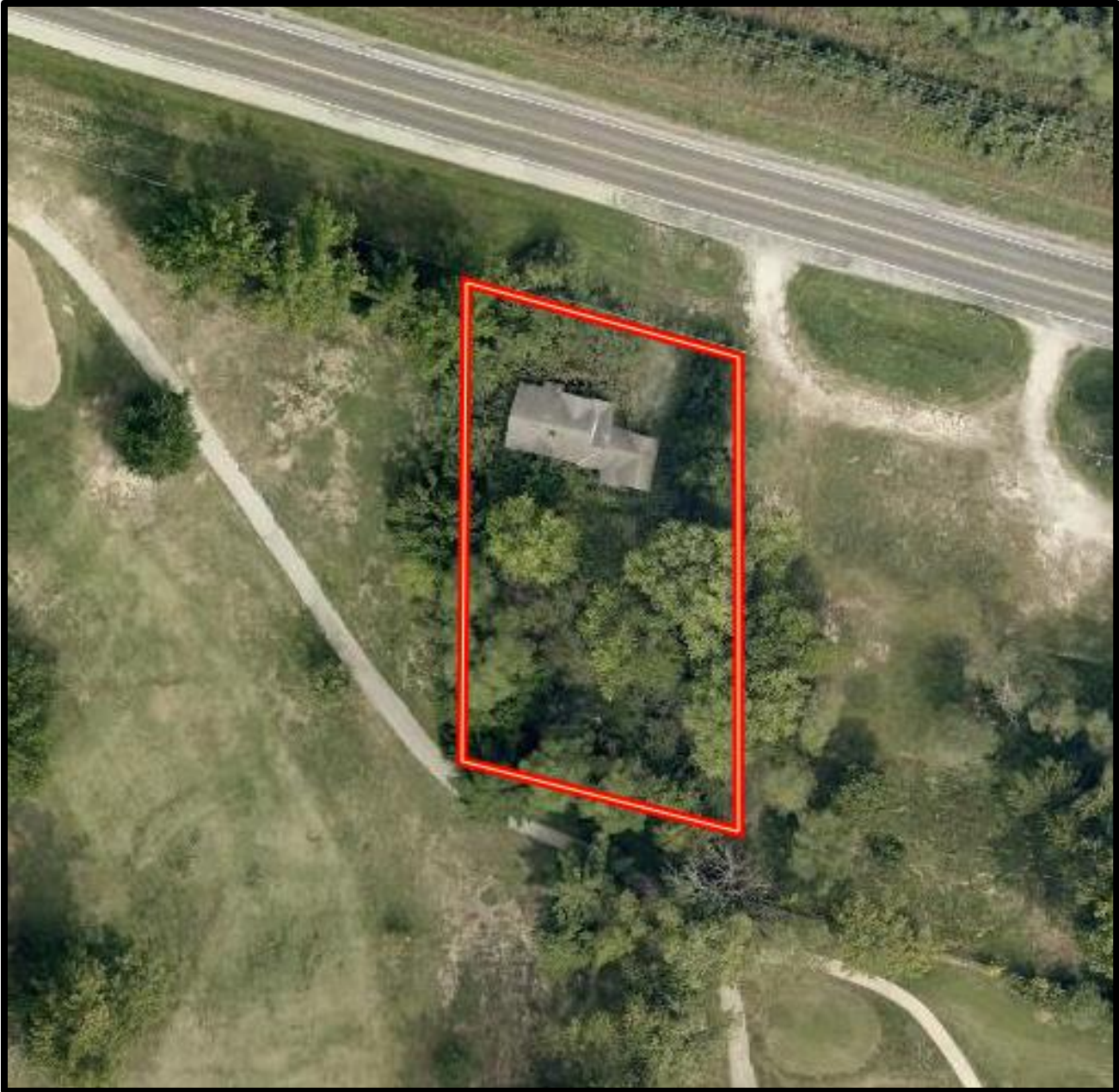
There have not been any transfers recorded within the last five years, and there are no current contracts, options, or listings known to exist. The property is currently unoccupied and appears to have been vacant for several years, and as a result of its condition, it is currently uninhabitable.

7. Description of Realty Prior to Acquisition:

A. Land:

| | |
|-------------------------------|---|
| Site Size/Dimensions: | 19,478 square feet (0.45 acre) |
| Access: | The site has accessibility from Route JJ along the east end of the north boundary. |
| Frontage/Street Type: | The site has 105 feet of frontage along the south side of Route JJ, which has two lanes, is asphalt paved, and publicly maintained. |
| Configuration: | Rectangular |
| Topography/Drainage: | Near level to gently sloping down to the southwest, with mature trees along the east boundary and throughout the rear of the site, while saplings and underbrush are prominent throughout the property, and a sizable mound of concrete debris was located at the front of the property. |
| Flood Plain: | None |
| Utilities: | Public water, electric, and gas are on site. The site also has a septic system that had historically facilitated the wastewater; however, said system was reportedly not functioning properly when it was last in use. It should be noted that there are plans for the property to be serviced by public sewer infrastructure; however, the funding and timing of said service remains uncertain. |
| Visibility/Exposure: | The site has average visibility and exposure from Route JJ. |
| Traffic Count: | Route JJ has an average traffic count of 2,850 cars per day. |
| Easement/Encumbrances: | None known to be adverse. |
| Encroachments: | None known. |
| Environmental: | As referenced in the Assumptions and Limiting Conditions to this report, the appraisers are not considered expert nor competent to assess environmental issues. Upon physical inspection of the subject property, no indication "to the untrained eye" of environmental hazard could be found. See extraordinary assumptions. |

AERIAL MAP



B. Zoning:

There are no zoning regulations in the unincorporated area of Randolph County; therefore, the current residential use of the property is legally conforming.

C. Fee Owned Improvements, Fixtures and Personalty:

The subject is improved with a single-family dwelling. The age of the structure was not reported on the property record card; however, a prior listing reported it was constructed in 1950. The dwelling has a one-story design with a total of 800 square feet of living space, a full unfinished basement, two bedrooms and one bathroom, as well as a one car attached garage. The exterior of the dwelling is primarily painted wood siding, in addition to an asphalt shingle roof.

The exterior is in poor condition, with most of the exterior finishes in need of significant repairs. In addition, the subject property’s interior is also in poor condition with numerous indicators of an extended period of deferred maintenance. It should be noted that the septic system was reportedly not functioning properly when it was last in use several years ago. Based on these considerations, it is assumed that the major building components (i.e. roof, windows, electrical, plumbing, & HVAC) are in need of replacement, and some lead paint and/or asbestos, as well as structural issues, may exist.

The building has a customary layout for its historical single-family use; however, given the extent of improvements needed for permanent occupancy, razing the existing structure to facilitate redevelopment of the site would likely improve the appeal and marketability of the property.

D. Tenant Owned Improvements, Fixtures and Personalty:

N/A

E. Other Appraisal Considerations:

N/A

8. Highest and Best Use Analysis Before Acquisition:

AS VACANT

Legally Permissible: There are no zoning regulations in the unincorporated area of Randolph County; therefore, the historical residential use of the property is legally permissible.

Physically Possible: The site is 19,478 square feet (0.45 acre) in size with a rectangular configuration and partly wooded and near level to gently sloping terrain. The property is located along the Route JJ corridor, with surrounding uses predominantly consisting of single-family residences; however, the Heritage Hills Golf Course is adjacent to the south and west, while an active railroad corridor is located to the north, mobile home parks are farther east and west, and sales/service uses become more common farther east. Based on these considerations, the physical features of the site, location, and lack of zoning are best suited for a lower-priced single-family residence that would benefit from the proximity to the golf course.

Financially Feasible: The recent market trends and conditions for the local, regional, and national markets have been considered, which are summarized in the *Market Conditions Summary* section of the report. There are indications of historical demand within the neighborhood for similar type uses; however, high construction costs and elevated interest rates have had some adverse affect on said feasibility. Based on these considerations, the feasibility for new development within the subject neighborhood is below average, but development of a lower priced single-family residence would have the highest feasibility.

Maximally Productive: Taking into consideration the current economic conditions, in addition to the surrounding uses and physical features of the site, while also considering what uses are legally permissible, the highest and best use as though vacant is for development of a single-family residence.

AS IMPROVED

Legally Permissible: As previously stated there are no zoning regulations in the unincorporated area of Randolph County; therefore, the subject's most recent single-family use of the property was legally permissible.

Physically Possible: The site is improved with a single-family residence over a full unfinished basement, and the layout is most functional for its most recent use. Substantial improvements will be required to allow for permanent occupancy, but razing the existing structure to facilitate redevelopment of the site is also physically possible.

Financially Feasible: In determining the financial feasibility of the possible and permissible uses, the recent market trends and conditions for the local, regional, and national markets have been considered, which are summarized in the *Market Conditions Summary* section of the report. Considering the current condition, required improvements, and the prices achieved for older but renovated residences, the feasibility to renovate the property to facilitate its historical use is below average, and it is assumed that razing the existing structure to facilitate redevelopment of the site would have similar to slightly superior feasibility.

Maximally Productive: Taking into consideration the functional utility of the building, lack of zoning regulations, the current condition of the subject, as well as the location and current market trends, razing the existing structure to facilitate redevelopment of the site is the highest and best use of the subject property as improved. It is recognized that the competitive market could potentially be comprised of end users that would repurpose at least some of the structural improvements; however, given the specifics of the subject, this type of buyer would represent a small percentage of the overall market.

9. Valuation Before Acquisition:

A. Sales Comparison Approach Before Acquisition:

As previously stated, the subject’s highest and best use as improved is to raze the existing structures to facilitate redevelopment of the site; however, it is also recognized that the competitive market could potentially be comprised of end users that would repurpose at least some of the structural improvements. Based on these considerations, sales of improved properties that are the most similar in location, size, and condition were considered in reflecting the potential value to an end user who would rehabilitate the existing improvements, while sales of vacant lots, were also considered to reflect the value to an end user of the underlying land.

The three sales considered of improved properties include:

| Location | Size (SF) | Year Built | Sale Date | Sale Price (per SF) |
|----------------------------|-----------|------------|-----------|------------------------|
| 1323 Myra Street, Moberly | 752 | 1915 | 2022 | \$13.30 |
| 520 Patton Street, Moberly | 1,100 | 1920 | 2021 | \$9.09 |
| 928 Bond Street, Moberly | 1,296 | 1925 | 2022 | \$3.86 |
| 317 Hagood Street, Moberly | 1,468 | 1880 | 2020 | \$3.40 |

The four comparables sold at prices ranging from \$3.40 to \$13.30 per square foot; however, after adjusting for various elements of comparison, the sales support a market unit value range of \$4.08 to \$11.31 per square foot, which when applied to the subject’s total area of 800 square feet equates to a potential value range of \$3,264 to \$9,048.

It should be noted that the adjustments do not reflect any consideration for the condition of the subject’s existing septic system, which was reportedly not functioning properly when it was last in use several years ago, and thus is assumed to be in need of replacement to allow for permanent occupancy. This expense would not have been reflected within any of the sales considered as they all were serviced by public sewer, and given that an exact cost to cure is unknown, but could be substantial, all sales were denoted as superior in this regard, which will be considered further in the final reconciliation.

The four sales considered of unimproved properties include:

| Location | Size (Acre) | Sale Date | Sale Price (per acre) |
|-------------------------------|-------------|-----------|--------------------------|
| Quinn Street, Moberly | 0.30 | 2022 | \$35,000 |
| South Main Street, Huntsville | 0.57 | 2021 | \$17,544 |
| West Hinton Avenue, Moberly | 0.48 | 2022 | \$12,500 |
| Highway BB, Huntsville | 2.0 | 2021 | \$8,950 |

The four comparables sold at prices ranging from \$8,950 to \$35,000 per acre; however, after adjusting for various elements of comparison, the sales support a market value range of \$12,500 to \$33,250 per acre, which when applied to the subject’s total area of 0.45 acre equates to a potential value range of \$5,625 to \$14,963 for the underlying land assuming it were vacant and ready for construction.

It should be noted that the prospective of the underlying land would also consider the costs associated with clearing the site to permit redevelopment. This expense would not have been reflected within any of the sales considered as any improvements had already been cleared from their respective sites, and given that an exact cost to raze the structure is unknown, but could be substantial, all sales were denoted as superior in this regard, which will be considered further in the final reconciliation.

The two analyses indicate a potential value ranging from \$3,264 to \$14,963; however, said values do not reflect a discount to remediate or replace the on-site sewer system, or clear the site to permit redevelopment. These costs would be considered by the majority of the competitive market, and could potentially offset the majority, if not all, of the indicated value.

In addition to the two analyses, local real estate agents and brokers that were involved with the comparable sales were also interviewed regarding the subject and its potential marketability. In the interviews it was reported that the competitive market would also be comprised of prospective buyers that would not discount the potential value of the property much, if at all, as some may be willing to speculate on the property being serviced by public sewer infrastructure in the near future, while others could potentially have the necessary resources to clear the site at a substantially lower cost. Based on these considerations, the majority of the agents and brokers interviewed reported anticipated sales prices of the subject being towards the mid-to-lower end of the range indicated by the two analyses.

Taking into consideration the two analyses and their indications prior to any discount, while also considering the anticipated sales prices reported by the agents and brokers interviewed, as well as the specifics of the subject property, a fair market value of \$5,000 is adopted for the subject property. This conclusion considers that while some market participants would not fully discount the potential value of the property for clearing the site razing or septic system remediation/removal, that small segment of the market would also not be inclined to pay substantially more than the more probable buyers that would consider said costs that offset most, if not all, of the value of the property.

Before Value by Sales Comparison Approach: \$5,000

B. Cost Approach Before Acquisition:

Before Value by Cost Approach: N/A

C. Income Approach Before Acquisition:

Before Value by Income Approach: N/A

10. Reconciliation of Value Before Acquisition:

Only the sales comparison approach was considered applicable in the valuation of the subject property. This approach included a comparison of the subject with four improved sales and four land sales, while also considering multiple other sales, as well as interviews with local agents and brokers familiar with the subject property, which provide a well-supported value conclusion.

Total Value Before Acquisition: \$5,000

11. Description of Property After Acquisition:

The analysis assumes a total acquisition, thus, there is no remainder.

12. Highest and Best Use of Remaining Realty:

N/A

13. Valuation After Acquisition:

N/A

14. Reconciliation of Value After Acquisition:

N/A

15. Estimate of Total Just Compensation:

Estimated Value Before Acquisition: \$5,000

Estimated Value After Acquisition: \$0

Indicated Just Compensation Due to Acquisition: \$5,000

16. Allocation of Just Compensation:

| | | |
|---|-----------|---------|
| A. Fee holder's interest: | | |
| 1. Land Acquired: | Undefined | |
| 2. Improvements: | Undefined | |
| 3. Total Land and Improvements | | \$5,000 |
| 4. Damages to the Remainder: | N/A | |
| 5. Total Just Compensation Due Fee Holder | | \$5,000 |

| | | |
|--|-----|-----|
| B. Tenant's interest: | | |
| 1. Tenant-owned Improvements: | N/A | |
| 2. Damage to Tenant-owned Improvements: | N/A | |
| 3. Leasehold Interest: | N/A | |
| 4. Total Leasehold Interest: | N/A | |
| 5. Total Just Compensation Due Tenant-Owner: | | N/A |

17. Uneconomic Remnant: N/A

18. Salvage Value: N/A

19. Required Attachments:

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, in the appraisal of realty and realty rights except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocation of USPAP's Jurisdictional Exception Rule.

The appraiser assumes no responsibility for matters legal in character, nor does he/she render any opinion as to the title, which is assumed to be good. Unless otherwise specified in the report, the property is analyzed as though free and clear and under responsible ownership and competent management.

Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, the appraiser assumes no responsibility for its accuracy. The value conclusions are subject to the correctness of said data.

The appraiser assumes that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity had been stated, defined, and considered in the appraisal report. The appraiser assumes that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he/she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

The appraiser has made no engineering survey. Except as specifically stated, data relative to size and areas were taken from sources considered reliable. The utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The distribution of the total valuation in this report between land, improvements and estimated damages applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

The appraisal is for purposes of valuation only and is not to be taken, used or represented as an endorsement or guarantee of the physical, structural or equipment conditions which exist in the property. It is assumed that there are no hidden defects that would not be apparent from visual inspection and that all equipment is operable unless otherwise indicated by the owner or owner's representative.

All maps, plats, and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

Consideration has not been given in this appraisal to personal property located on the premises, or to the cost of moving or relocating such personal property unless otherwise stated.

Possession of this report or any copy hereof does not carry with it the right of publication, nor may the same be used for any purpose by any party except the named intended users without the previous written consent of the appraiser, and in any event, only in its entirety and with proper qualification. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relation, news, sales or other media without the written consent and approval of author. The appraiser acknowledges that a copy of the report will be provided to the owner of the property appraised, or their representative. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated. No consideration has been given in the appraisal to the value, if any, attributable to growing crops on any portion of the property appraised unless otherwise stated.

The estimated value after acquisition is based on the project being constructed in the manner proposed, as furnished to the appraiser as of the date of appraisal.

It is assumed that drainage, surface condition of land and easements, access, access during construction will not be detrimental to the value of the property, unless otherwise stated and addressed in the report.

CERTIFICATE OF APPRAISER

I certify that, to the best of my knowledge and belief:

The statements of fact contained in the appraisal herein set forth are true, and the information upon which the opinions expressed herein are based, is correct.

The reported analyses, opinions, and conclusions as well as my opinion of Just Compensation, Fair Market Value, or other defined value are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from the acquisition or disposal of such property appraised or the appraisal conclusion and no personal interest with respect to the parties involved.

I have not performed an appraisal service regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My employment or my compensation for completing this appraisal assignment and report are in no way contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, in the appraisal of realty and realty rights except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocation of USPAP's Jurisdictional Exception Rule.

I have personally inspected the realty rights, personalty, and/or outdoor advertising structures herein appraised and that I have also made a personal field inspection of the comparable sales, leases, equipment or structures, relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal or in the data book or report which supplements said appraisal.

As of the date of this report, I, Kyle Newland, have completed the requirements under the continuing education program of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Joe Bruns provided significant real property appraisal assistance to the persons signing this certification, which included assisting during the exterior observation of the property and drafting the report.

I understand that such appraisal may be used in connection with the acquisition or disposal of realty, realty rights, and/or personalty for a project of the client with the possible involvement of Federal-aid highway or other Federal funds.

Such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of realty, realty rights, and/or personalty for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items that are noncompensable under the established law of said State.

I have not revealed the findings and results of such appraisal to anyone other than the intended users, and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

Invoking the Jurisdictional Exception Rule and contrary to Standards Rule 1-3(a) and Standards Rule 1-4(f), I have disregarded any increase or decrease in the fair market value of the property to be acquired, prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of owner(s). 49 CFR 24.103

My estimate of Just Compensation, Fair Market Value, or other defined value, as shown herein does not include any consideration or allowance for relocation assistance benefits.

I have afforded the fee holder or the fee holder's representative, an opportunity to accompany me during prior inspection and have not received a response, thus no attempt to make contact was made. There are no tenant owner's known to exist.

My opinion of Just Compensation, Fair Market Value, or other defined value, is based upon my independent appraisal and the exercise of my professional judgment.

Kyle Newland

April 5, 2023
DATE

Kyle Newland, MAI
License No. 2011014420

County: Randolph
Route: Route JJ
State Project No.: N/A
Federal Project No.: N/A
Address: 3450 Route JJ, Moberly, Missouri



MOORE & SHRYOCK

QUALIFICATIONS OF KYLE NEWLAND

APPRAISER, PARTNER

knewland@ms-app.com

2419 Hyde Park Road Suite A, Jefferson City, MO 65109
(573) 635-4922 | ms-app.com

EDUCATION

University of Missouri — Columbia

- Bachelor of Science
 - Dual Emphasis in Finance & Banking and Real Estate

EXPERIENCE

Moore & Shryock, LLC

- Intern (2008)
- Appraiser (2009-2016)
- Appraiser & Partner (2017 – present)

Appraisal Institute – St. Louis Chapter

- Board Member (2015 - 2017)

CERTIFICATIONS

Appraisal Institute

MAI Designated Member (#514832)

State of Missouri Certified General Appraiser

Certificate 2011014420



BACKGROUND

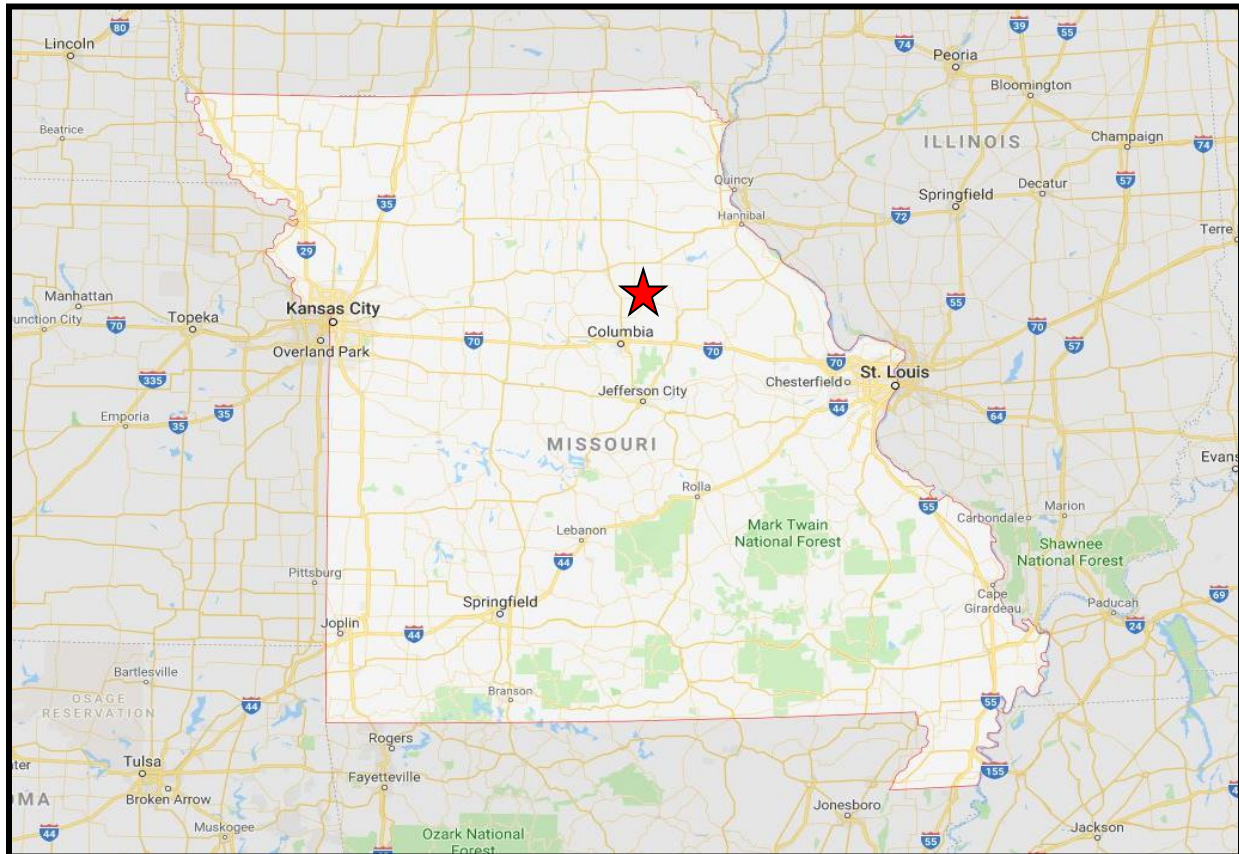
Mr. Newland has provided appraisal and consulting services throughout Missouri, Illinois, and Arkansas involving most property types. In addition to the land, multifamily, office, retail, and industrial properties appraised in Cole County and surrounding communities, he is the lead appraiser for Moore & Shryock for the following specialty properties: subdivisions, dealerships and large industrial. Please refer to his profile on our website for an up to date list of qualifying and continuing education completed.

The Appraisal Institute and the State of Missouri conduct a program of continuing education for its members. Appraisers who meet the minimum standards of this program are awarded periodic educational certification. **Mr. Newland is certified under these programs.**

LICENSE FOR KYLE NEWLAND

AREA DESCRIPTION

The subject property is near Moberly, Missouri, which is the largest city in Randolph County. Moberly is in the central east sector of Randolph County, with the county being centrally located in the northern half of the state. The county is bound on the north by Macon County, on the east by Monroe and Audrain Counties, on the south by Boone and Howard Counties and on the west by Chariton County. Moberly's approximate distance to the major metropolitan areas of Kansas City and St. Louis is 130 miles and 150 miles, respectively. Columbia is located approximately 35 miles to the south.



Randolph County was organized in 1829. The first rail line to pass through the county was built in 1850. The advent of the railroad had a major impact upon development of the county. The area is still served with several daily freight stops. The county's population increased sharply in the 1890's as miners immigrated to newly discovered coalfields in the area. Randolph County had some of the largest coal deposits in Missouri; however, coal mining has largely diminished today. Limestone extracted for use as gravel and agricultural lime is also a significant resource in the county.

Farming is a primary economic enterprise in Randolph County. About 42% of the acreage in the county is cropland, and approximately 32% is pasture. The landscape in Randolph County is one of gently sloping to moderately sloping uplands. The main crops are corn, soybeans, wheat, and grasses. The primary livestock is beef cattle.

The population in Moberly has remained mostly steady since 1990, similar to the population of Randolph County and the State of Missouri. However, declining populations are noted in some northern counties of Missouri. Those counties with access to four lane highways, such as Highway 63, have fared better than others. Moberly has been reasonably successful in their efforts to attract new industries and retain existing ones. New and expanding industries have provided jobs in manufacturing, distribution, and office sectors. The agreement includes a taxable \$85 million industrial development revenue bond backed by the city to complete the project and two or more tax exemptions. The population history of Moberly, Randolph County, and the State of Missouri are highlighted below.

| Population | 1990 | 2000 | 2010 | 2020 |
|--------------------------------|-------------|--------------|-------------|--------------|
| State of Missouri | 5,117,073 | 5,595,211 | 5,988,927 | 6,154,913 |
| <i>Average Annual % Change</i> | | <i>0.9%</i> | <i>0.7%</i> | <i>0.3%</i> |
| Randolph County | 24,370 | 24,663 | 25,414 | 24,716 |
| <i>Average Annual % Change</i> | | <i>0.1%</i> | <i>0.3%</i> | <i>-0.3%</i> |
| City of Moberly | 12,839 | 11,945 | 13,974 | 13,783 |
| <i>Average Annual % Change</i> | | <i>-0.7%</i> | <i>1.7%</i> | <i>-0.1%</i> |

Moberly is designated as an Enhanced Enterprise Zone allowing for tax credits for new businesses or expanding businesses in certain industries such as warehousing, distribution, wholesale trade, materials recovery facilities, manufacturing and mining. Any other business enterprise that creates and maintains 50 or more full time jobs, excluding retail, eating and drinking establishments, and gaming operations can also apply. A list of Randolph County's businesses with at least 100 employees follows.

RANDOLPH COUNTY MAJOR EMPLOYERS

| <u>Employer</u> | <u>Product/Service</u> | <u>Employment</u> |
|--|-----------------------------------|--------------------------|
| Moberly Correctional Facility | Medium Security Prison | 510 |
| Moberly Regional Medical Center | Medical - Level III Trauma Center | 434 |
| Wal-Mart Perishable Food DC | Food Distribution | 405 |
| Moberly Area Community College | Education | 400 |
| Orscheln Products | Motion Control Systems | 343 |
| Mid-Am Building Supply | Building Materials | 322 |
| Associated Electric | Power Generation | 274 |
| General Electric Capital Corporation | Commercial Leasing | 180 |
| Dura Automotive | Auto Parts | 143 |
| Wilson Trailer | Semi-Trailers | 130 |
| Central Christian College of the Bible | Education | 110 |
| Everlast | Gymnasium Equipment | 106 |

The Randolph County unemployment rate as of January 2023 was 2.8%. The unemployment rate statewide was 2.6% as of the same time period. These unemployment statistics are not seasonally adjusted. Building permits issued in Moberly range from 11 to 25 for single family residences and 3 to 11 for duplexes over the past 5 years as detailed below.

| Year | Single Family Permits | Duplex Permits |
|-------------|------------------------------|-----------------------|
| 2021 | 21 | 11 |
| 2020 | 25 | 9 |
| 2019 | 20 | 5 |
| 2018 | 25 | 3 |
| 2017 | 11 | 6 |

The economy of Moberly declined in 2007-2010 along with other parts of out-state Missouri, however, the job creation which has occurred in recent years has largely served to replace jobs that had been lost due to plant closings, downsizing and business relocations. The economy of the area is reasonably well diversified, but unemployment remains slightly above state averages. Many persons in Moberly are employed in Columbia, which has a lower unemployment rate.

Recent commercial real estate activity in Moberly is concentrated near the Highway 24 intersection with Highway 63. A Wal-Mart Supercenter and a Lowes Home Improvement Center, that was developed near Wal-Mart in 2010, are the focal points of this development. Other recent developments near this intersection include a new Plaza Tire that was constructed in 2016 and a recently completed KFC, Wendy's and a Scooter's Coffee. Various other new retail and office construction is on-going or has been recently completed in Moberly. However, most of this new development is along the Highway 24 and Morley Street corridors, in northern Moberly.

Industrial development has been concentrated along Route DD in past years, but the Moberly Area Industrial Park and the southeastern Moberly Industrial Park, located at Route M and Highway 63, are the locations for recent construction, including the new Swift Prepared Foods facility and several distribution warehouse facilities.

Competition for new industry is extremely competitive and cities like Moberly must be well-organized and very aggressive in order to secure employers. Moberly has a well-organized economic development organization but has struggled to secure new industry.

Excluding the new Swift Prepared Foods facility, new construction in the Moberly area includes the 2015 Mid-Am Building Supply addition of 30,000 square feet to the existing building on the south end of the city for a new interior door finishing facility. MFA Oil announced plans in early 2015 to move their truck shop, lab and maintenance warehouse from Columbia to Moberly, and to move their distribution center from California, MO to Moberly. The first phase of the new facility became operational in 2015. Also, in early 2015, Orscheln Products announced construction of a new 15,000 square foot test laboratory, which includes mechanical, environmental, vibration, electronics and corrosion testing capabilities. In addition, Orschlen's corporate offices and distribution center will be sold in May of 2023, affecting 122 jobs, although only 32 jobs will be eliminated.

Overall, the local economy has improved since 2011 with recent stabilization. Recent construction, commercial land purchase activity, and interviews with local market participants suggest further improvement in the local market in the last few years.

MARKET CONDITIONS – 1ST QUARTER 2023

The following analysis is broken down between a discussion of the current economy, the general real estate market, and individual property segments. The scope of this analysis included interviews with Realtors, lenders, property managers, buyers/sellers, and other appraisers across the state. We have also considered information and data from national real estate sources such as PWC, Marcus and Millichap, the Appraisal Institute, Real Estate Research Corporation, Green Street and Co-Star as well as our experience with market conditions since 1983.

As of March 2020, the Covid-19 threat began impacting real estate market conditions. The lockdowns and other restrictions to contain the pandemic severely impacted the economy. While most segments of the economy have recovered the governmental efforts to support the recovery, other factors have led to high inflation over the past year. To combat inflation, the Federal Reserve has raised interest rates over the past few months which are now adversely affecting many market segments. Higher interest rates are having a negative impact on the real estate market with slower residential sales and lower commercial property values already occurring in most segments. The December rate increase was the first rate hike below 0.75% and a 0.25% to 0.50% increase is now expected on February 1.

The consumer price index edged higher by 0.1% in November, as the trend of disinflation that began in July completed its fifth straight month of favorable data. Although the year-over-year inflation rate remains elevated at 7.1%, it has shown progress since peaking in June at an annual rate of 9.1%. Annualized inflation since July has been only 2.6%.

The foundation for real GDP growth consists of two core elements, labor force growth and productivity growth. The population growth and labor force growth have not changed. The Conference Board forecasts that economic weakness will intensify and spread more widely throughout the US economy over the coming months, leading to a recession starting in early 2023. This outlook is associated with persistent inflation and the Federal Reserve remaining hawkish. They forecast that real GDP growth will be 2.0 percent year-over-year in 2022, slow to 0.2 percent in 2023, and then rebound to 1.7 percent in 2024.

The US economy, and the US consumer, have been defying expectations. US consumer spending continued to support GDP growth despite the dual headwinds of rising interest rates and high inflation. Additionally, upward revisions to Q3 2022 GDP data show stronger economic momentum in H2 2022. For these reasons, Conference Board upgraded their forecast for Q4 2022 to 1.9 percent, vs. 0.7 percent. However, they still expect that the US economy will fall into recession soon and currently anticipate three quarters of negative GDP growth starting in Q1 2023. However, this downturn will be relatively mild and brief, and growth should rebound in 2024 as inflation ebbs further and the Fed begins to loosen monetary policy.

The NAHB Housing Market Index has continued to edge down and fell in November to 33. This is the lowest level since May 2020 and excluding the pandemic, its lowest reading since 2012. These readings confirm our view that the ongoing monetary tightening is decidedly reducing the level of housing demand, which is a goal of the Fed. The NAHB Chair observed that “higher rates have significantly weakened demand for new homes as buyer traffic becomes increasingly scarce”. The rate increases have had the greatest impact on the housing market and all segments

related to housing development as low-mortgage rate owners decide to remain in their existing homes.

Building permits declined 2.4% in October. Single family permits fell 3.6% and multifamily permits decreased by 0.5%. Housing starts fell 6.1%.

According to the National Association of Realtors:

- Existing-home sales fell for the tenth consecutive month to a seasonally adjusted annual rate of 4.09 million. Sales slipped 7.7% from October and 35.4% from the previous year.
- The median existing-home sales price rose to \$370,700, an increase of 3.5% from one year ago.
- The inventory of unsold existing homes retreated for the fourth straight month to 1.14 million at the end of November, or the equivalent of 3.3 months' supply at the current monthly sales pace.

On the commercial side, the PWC 4th Quarter 2022 investor survey indicated that confronted with inflation, rising interest rates, economic uncertainty, and a slowdown in tenant demand, most surveyed investors expect property values to decline over the next 12 months, especially in the Survey's office markets. "There is certainly repricing occurring throughout the marketplace," comments an investor. What might be surprising, however, is the extent to which these declines have deepened over the past three months. Last quarter, 22 of the 35 Survey markets analyzed reported negative forecast value change averages ranging from -0.3% to -7.1%, resulting in a composite average decline of -0.9%. Fast forward three months and 33 of the 35 Survey markets report negative forecast value change averages ranging from -0.3% to -12.3%, equating to a composite average decline of -3.5%. "Higher cap rates and sluggish leasing activity are hurting property values," remarks another investor.

In the fourth quarter of 2022, the average overall capitalization (cap) rate increases in 30 Survey markets, decreases in one, and holds steady in four compared to last quarter. For all markets, the average change is a 15-basis-point increase. When looking at changes from a year ago, more noticeable differences are observed. Specifically, nearly 66.0% of the market averages are higher today than they were a year ago with an average increase of 34 basis points.

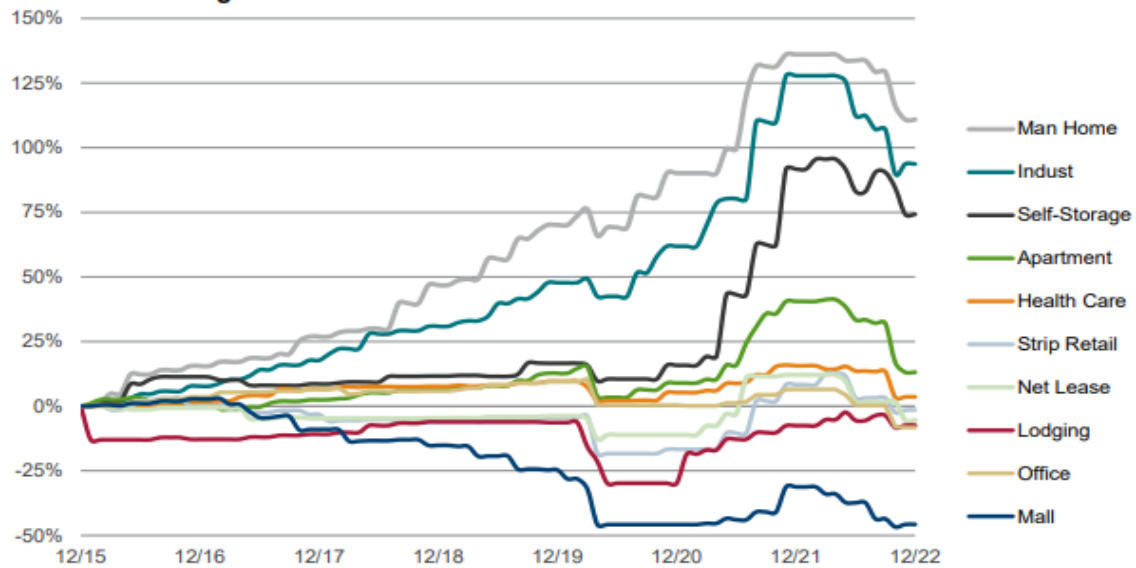
| OVERALL CAPITALIZATION RATE ANALYSIS | | | | | | | |
|---|--------------------------|---------|---------------------------|----------|--|----------|-------------|
| Fourth Quarter 2022 | | | | | | | |
| | OVERALL CAP RATES | | BASIS-POINT CHANGE | | EXPECTED SHIFT (IN SIX MONTHS)* | | |
| | Range | Average | Quarterly | Year Ago | Increase | Decrease | Hold Steady |
| National Markets | | | | | | | |
| Regional Mall | 5.00% – 12.50% | 7.33% | 10 | 10 | 0% | 0% | 100% |
| Power Center | 5.25% – 7.50% | 6.43% | 0 | – 20 | 50% | 25% | 25% |
| Strip Shopping Center | 5.00% – 10.00% | 7.33% | 19 | 16 | 50% | 0% | 50% |
| CBD Office | 4.25% – 7.50% | 5.75% | 5 | – 5 | 100% | 0% | 0% |
| Suburban Office | 4.25% – 7.75% | 6.00% | 3 | – 19 | 50% | 0% | 50% |
| Net Lease | 5.00% – 7.50% | 6.23% | 10 | 1 | 75% | 0% | 25% |
| Medical Office Buildings | 5.00% – 10.00% | 6.85% | 16 | 49 | 80% | 0% | 20% |
| Secondary Office | 6.00% – 9.25% | 7.31% | 8 | – 21 | 83% | 0% | 17% |
| Warehouse Markets | | | | | | | |
| National | 2.00% – 6.25% | 4.43% | 14 | 12 | 64% | 0% | 36% |
| East Coast Region | 3.20% – 5.25% | 4.02% | 13 | – 29 | 33% | 0% | 67% |
| East North Central Region | 3.50% – 4.50% | 4.18% | 18 | – 35 | 25% | 0% | 75% |
| Pacific Region | 3.00% – 5.50% | 4.15% | 35 | 52 | 40% | 0% | 60% |
| Apartment Markets | | | | | | | |
| National | 3.25% – 8.00% | 4.89% | 14 | 47 | 89% | 0% | 11% |
| Mid-Atlantic Region | 4.00% – 6.50% | 4.98% | 28 | 40 | 40% | 0% | 60% |
| Pacific Region | 3.25% – 5.00% | 4.15% | 5 | 35 | 50% | 0% | 50% |
| Southeast Region | 4.00% – 5.00% | 4.30% | 30 | 2 | 100% | 0% | 0% |

The Green Street Commercial Property Price Index® was unchanged in December. The index—a measure of pricing for a broad spectrum of institutional quality properties—declined 13% in 2022. “It was a tough year for commercial property as sharply higher borrowing costs caused values to fall despite healthy rent growth,” said Peter Rothmund, Co-Head of Strategic Research at Green Street. “And though the correction has been sizable, cap rates will probably continue to go up. They still look low when compared to yields on corporate bonds.”

Green Street CPPI®: Sector-Level Indexes

| | Index Value | Change in Commercial Property Values | | |
|------------------------|-------------|--------------------------------------|-------------|-------------|
| | | Past Month | Past 12 Mos | Recent Peak |
| All Property | 134.3 | 0% | -13% | -13% |
| Core Sector | 134.4 | 0% | -16% | -16% |
| Apartment | 152.7 | 0% | -19% | -20% |
| Industrial | 215.8 | 0% | -15% | -15% |
| Mall | 77.1 | 0% | -21% | -21% |
| Office | 97.9 | 0% | -14% | -14% |
| Strip Retail | 115.2 | 0% | -9% | -13% |
| Health Care | 134.9 | 0% | -10% | -10% |
| Lodging | 107.6 | 0% | 0% | -5% |
| Manufactured Home Park | 289.2 | 0% | -11% | -11% |
| Net Lease | 97.6 | 0% | -16% | -16% |
| Self-Storage | 278.8 | 0% | -9% | -11% |

Cumulative Change in CPPI®: Past Seven Years



All Property: retail (20%), office (17.5%), apartment (15%), health care (15%), industrial (12.5%), lodging (7.5%), net lease (5%), self-storage (5%), manufactured home park (2.5%). Retail is mall (50%) & strip retail (50%).

Core Sector: apartment (25%), industrial (25%), office (25%), and retail (25%)

Health care: medical office (30%), senior housing operating properties (25%), senior housing net leased (20%), skilled nursing (15%), and life science (10%)

Some businesses did not recover from the pandemic, and this event will likely solidify some existing trends, such as online shopping, working from home, online education, better mobile products, artificial intelligence, etc. Further acceleration of these trends could adversely affect demand for retail, office, and hospitality. At this point, there is limited distressed property that has come to the market in out-state Missouri.

In summary, the economy has displayed a high level of resilience as it moved past the pandemic. Continued record inflation and the war in Ukraine are creating unprecedented market conditions. Columbia, Jefferson City, and central Missouri are part of a relatively recession resistant local economy based on medical services, education, governmental services, and insurance/banking. While these markets have rebounded from the downturn and changes in demand are becoming clear, however, other economic hurdles have materialized including inflation, higher interest rates, and labor shortages.

NEIGHBORHOOD DESCRIPTION

The subject property is located northwest of the Moberly city limits and along the Route JJ corridor with Highway 24 located to the south. The subject neighborhood is defined as those properties west of Moberly and within the west side of the city limits, including those areas along or near the Route JJ corridor.

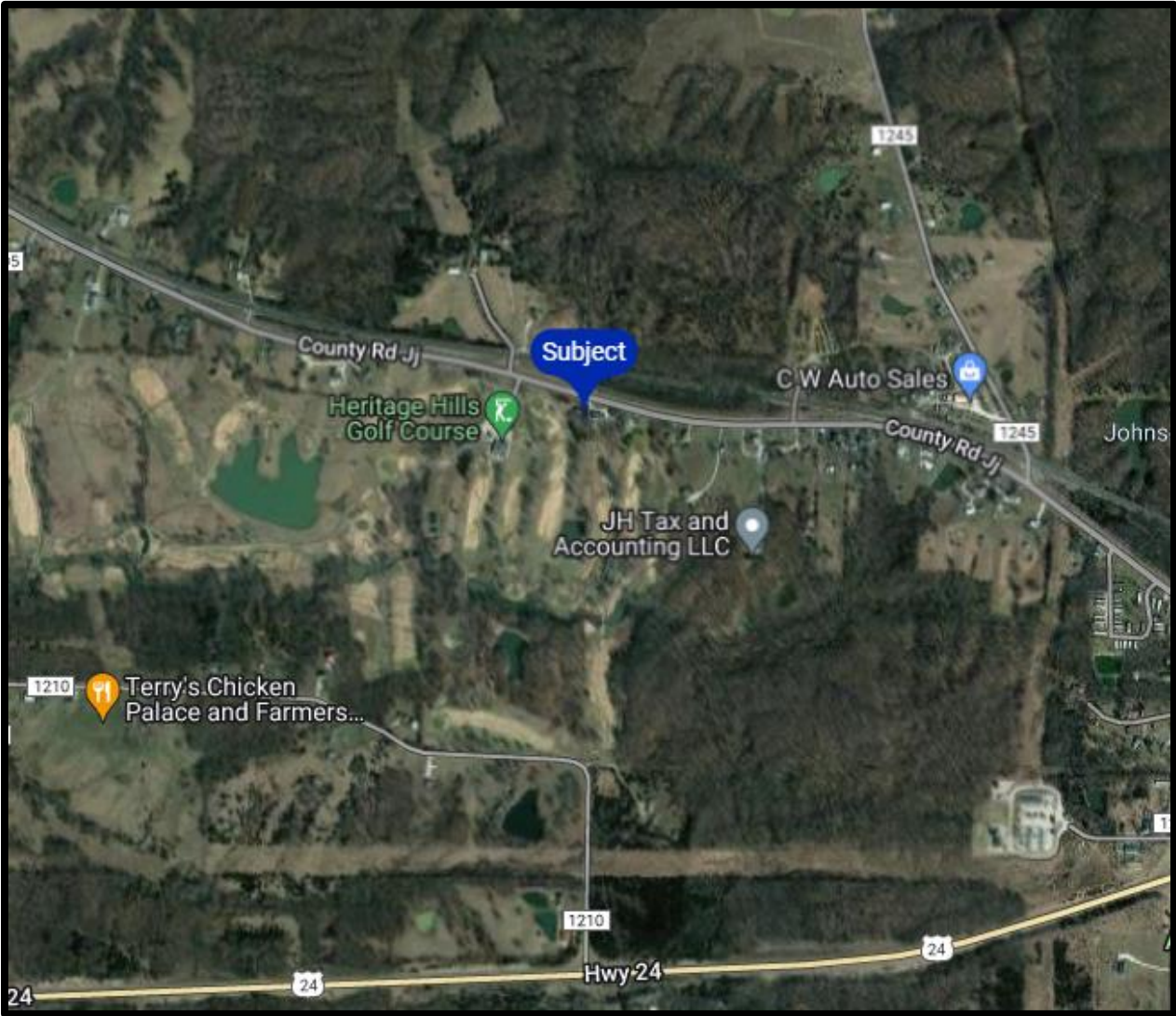
The Route JJ corridor extends east/west and runs parallel with Highway 24 from Moberly to Huntsville. Highway 24 is the primary thoroughfare through northern Moberly, and also connects Moberly with smaller rural communities throughout northern Missouri. In the city limits of Moberly, this corridor includes some of the more regional oriented type development including Orschelns Farm & Home, Walmart, Lowes, regional/national anchored shopping centers, motels, as well as fast food and casual dining restaurants. Most of this development is located near the Highway 63 interchange, with development further away transitioning to more local type office, retail, and sales/service type development.

The subject is located on the south side of Route JJ adjacent to the Heritage Hills Golf Course to the west and south. To the east of the subject are single-family residences and a mobile home park. On the north side of Route JJ is an active railway, residential properties on small acreage tracts, as well as an auto sales and salvage business.

Moberly is located approximately 2 miles east of the subject, while Huntsville is located approximately 3 miles to the west. Properties uses near and at the Route JJ and Highway 24 intersection include various automotive sales/service facilities, a church, a mobile home park, as well as other sales/service type businesses. Properties along Highway 24 include Rothwell Park, Howard Hills Athletic Complex, and some single-family residences on larger acreage tracts. The area near the intersection of Route JJ and Route C includes the Randolph County courthouse, several smaller sales/service type uses Dollar General, and some single-family residences. Most of the area to the east of the subject is more densely populated and includes more commercial type uses, while the area to the west is less dense with most of the properties being residences on acreage tracts.

The neighborhood has a rural location with close proximity to Huntsville and Moberly, as well as Highway 24. Route JJ provides good access to the nearby towns and their conveniences. New development continues to remain slow; therefore, limited change is expected in the near term due to historical development trends.

NEIGHBORHOOD MAP



SUBJECT PHOTOGRAPHS



Front view



Rear view



Kitchen



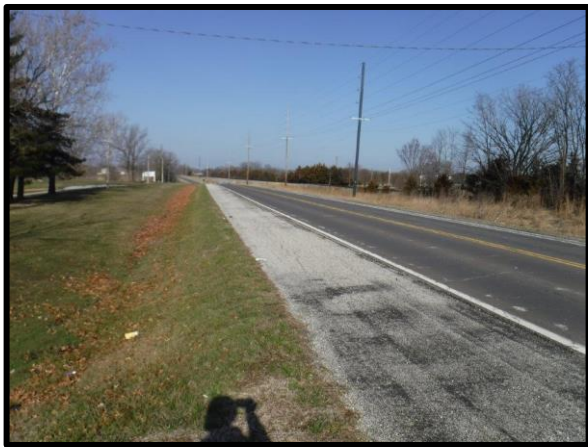
Bathroom



Bedroom



Bedroom

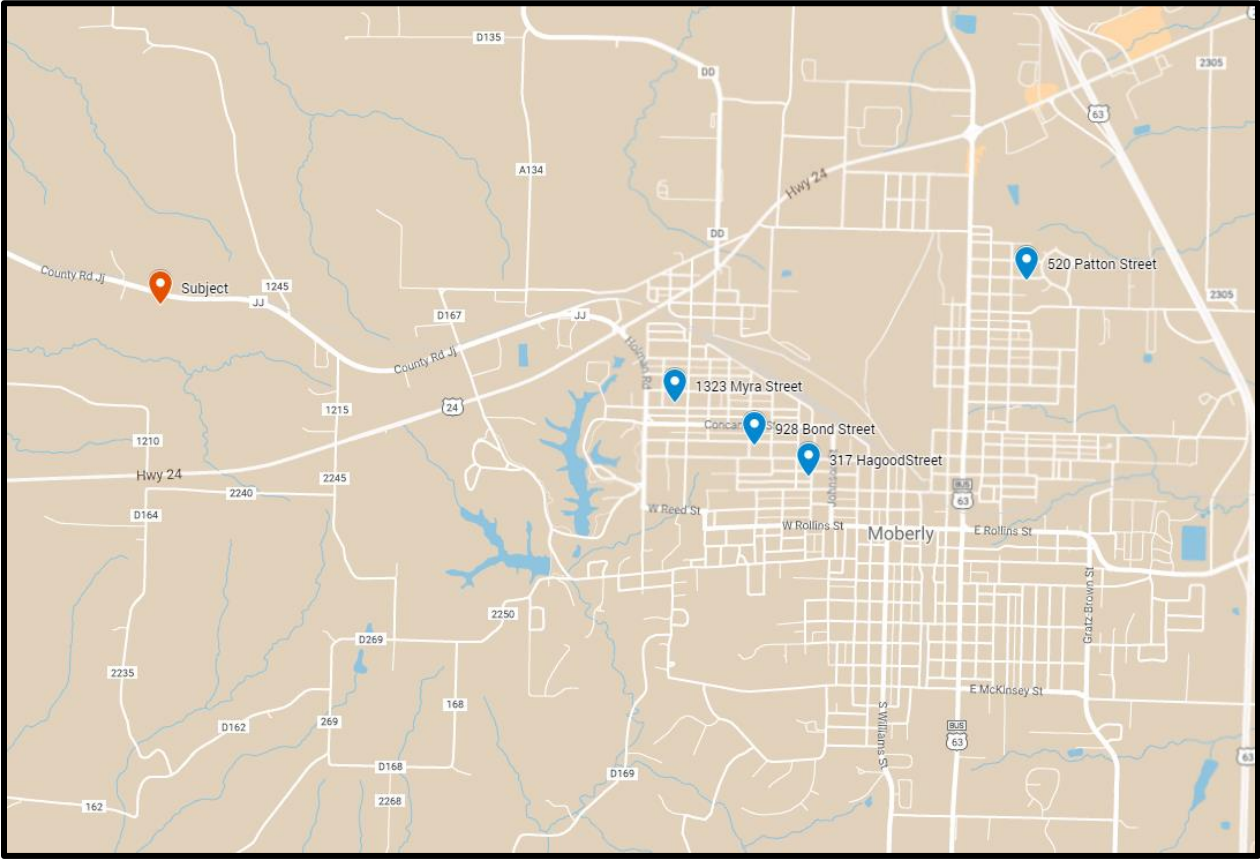


Route JJ to the west



Route JJ to the east

IMPROVED SALES MAP



IMPROVED SALE**PROPERTY IDENTIFICATION**

Address: 1323 Myra Street
City/State: Moberly, MO
County: Randolph

SALE INFORMATION

Date of Sale: 08/05/2022
Grantor: A 1 Rentals Properties, LLC
Grantee: Zane Lee Crigler
Book/Page: 937/2555
Verified By: MLS



Sale Price: \$10,000
Price per SF: \$13.30

PROPERTY DESCRIPTION

| | | | |
|-------------------------|---------------|-------------------------|----------|
| Property Type: | Single Family | Land Area SF: | 7,000 |
| Gross Bldg Area: | 752 | | |
| Year Built: | 1915 | | |
| Condition: | Below Average | Parking Surface: | Gravel |
| Quality: | Below Average | Parking Spaces: | Driveway |

COMMENTS

The residence included a partial basement, and was habitable, but still had a notable amount deferred maintenance including a soiled carpets and damaged walls. The property was listed for \$15,000 and went under contract after 67 days on the market, and appeared to be subsequently occupied.

IMPROVED SALE**PROPERTY IDENTIFICATION**

Address: 520 Patton Street
City/State: Moberly, MO
County: Randolph

SALE INFORMATION

Date of Sale: 11/24/2021
Grantor: Gary W. Specie
Grantee: Greg Robinson
Book/Page: 932/2648
Verified By: MLS



Sale Price: \$10,000
Price per SF: \$9.09

PROPERTY DESCRIPTION

| | | | |
|-------------------------|-----------------------|-------------------------|-----------|
| Property Type: | Single Family | Land Area: | 15,000 sf |
| Gross Bldg Area: | 1,100 | | |
| Year Built: | 1920 | | |
| Condition: | Poor to Below Average | Parking Surface: | Concrete |
| Quality: | Below Average | Parking Spaces: | Carport |

COMMENTS

The residence included a crawl space, and was habitable, but still had a significant amount deferred maintenance including a soiled carpets and damaged walls. The property was listed for \$17,000 and went under contract after 72 days on the market, and appeared to be subsequently occupied.

IMPROVED SALE

PROPERTY IDENTIFICATION

Address: 317 Hagood Street
City/State: Moberly, MO
County: Randolph

SALE INFORMATION

Date of Sale: 05/27/2020
Grantor: Federal Home Loan
 Mortgage Corp.
Grantee: Beyond the Conviction
Book/Page: 921/3280
Verified By: Agent



Sale Price: \$5,000
Price per SF: \$3.40

PROPERTY DESCRIPTION

| | | | |
|-------------------------|-----------------------|-------------------------|-----------|
| Property Type: | Single Family | Land Area SF: | 13,200 sf |
| Gross Bldg Area: | 1,468 | | |
| Year Built: | 1880 | | |
| Condition: | Poor to Below Average | Parking Surface: | Concrete |
| Quality: | Below Average | Parking Spaces: | Driveway |

COMMENTS

The residence included a full basement, and was not habitable with significant deferred maintenance including a substantial amount of mold throughout parts of the house. The property was listed for \$7,900 and went under contract after 34 days on the market, and appeared to be subsequently renovated and occupied.

IMPROVED SALE

PROPERTY IDENTIFICATION

Address: 928 Bond Street
City/State: Moberly, MO
County: Randolph

SALE INFORMATION

Date of Sale: 04/22/2022
Grantor: Steven N. Sartain
Grantee: Manuel Castillo
Book/Page: 935/2542
Verified By: Agent



Sale Price: \$5,000
Price per SF: \$3.86

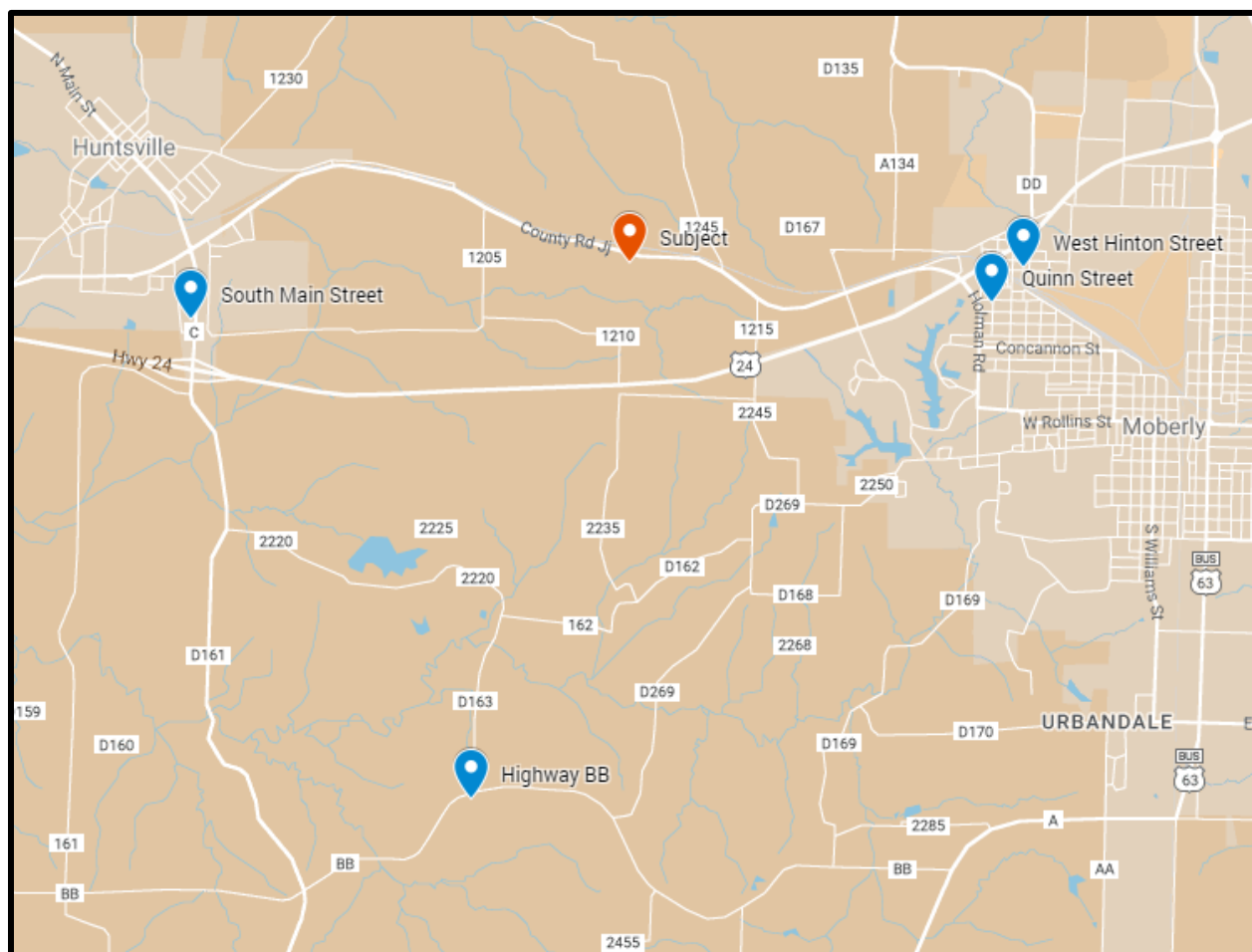
PROPERTY DESCRIPTION

| | | | |
|-------------------------|---------------|-------------------------|----------|
| Property Type: | Single Family | Land Area SF: | 6,500 |
| Gross Bldg Area: | 1,296 | | |
| Year Built: | 1925 | | |
| Condition: | Poor | Parking Surface: | Gravel |
| Quality: | Below Average | Parking Spaces: | Driveway |

COMMENTS

The residence included a partial basement, and was not habitable with significant deferred maintenance including damaged and missing drywall and flooring throughout in addition to a substantial amount of debris throughout parts of the house. The property was listed for \$10,000 and went under contract after 11 days on the market, and as of the date observation has not been razed or rehabilitated.

LAND SALES MAP



LAND SALE

PROPERTY IDENTIFICATION

Address: Quinn Street
City/State: Moberly, MO
County: Randolph

SALE INFORMATION

Date of Sale: 07/21/2022
Grantor: Carl R. & Sharon K.
Bouchard
Grantee: Knox & Haynes
Properties, LLC
Book/Page: 937/1445
Verified By: Agent



Sale Price: \$10,500
Price per Acre: \$35,000

PROPERTY DESCRIPTION

Square Feet: 13,000
Acres: 0.30
Shape/Utility: Rectangular
Topography: Near Level to Gently Sloping
Prim. Frontage: 100'
Road Type: Paved
Traffic Count: Low
Utilities: E,G,S,W
Zoning: R-2

COMMENTS

Residential tract in northwest Moberly that was originally listed for \$13,250 and went under contract after 140 days on the market. The property was subsequently developed with two single-family homes.

LAND SALE

PROPERTY IDENTIFICATION

Address: South Main Street
City/State: Huntsville, MO
County: Randolph

SALE INFORMATION

Date of Sale: 01/26/2021
Grantor: Neil L. & Rhonda G. Hall
Grantee: Tyle N. Hunt
Book/Page: 926/1138
Verified By: Agent



Sale Price: \$10,000
Price per Acre: \$17,544

PROPERTY DESCRIPTION

Square Feet: 24,829
Acres: 0.57
Shape/Utility: Rectangular
Topography: Gently Sloping
Prim. Frontage: 135'
Road Type: Paved
Traffic Count: 1,400 cars per day
Utilities: E,G,S,W
Zoning: R-2

COMMENTS

Property is located in the southern portion of Huntsville between Route JJ and Highway 24 along the South Main Street (Route C) corridor. Surrounding development primarily consists of older single-family residences; however, there is a former convenience store to the south near the Highway 24 interchange.

LAND SALE**PROPERTY IDENTIFICATION**

Address: West Hinton Avenue
City/State: Moberly, MO
County: Randolph

SALE INFORMATION

Date of Sale: 06/03/2022
Grantor: Kasy Eichelberger
Grantee: Jennifer M. & Joseph P. Sisler
Book/Page: 936/1930
Verified By: Agent



Sale Price: \$6,000
Price per Acre: \$12,500

PROPERTY DESCRIPTION

Square Feet: 21,000
Acres: 0.48
Shape/Utility: Irregular
Topography: Near Level to Gently Sloping
Prim. Frontage: 100'
Road Type: Paved
Traffic Count: Low
Utilities: E,G,S,W
Zoning: R-2

COMMENTS

Residential tract in northwest Moberly that included two and a half city lots along the south side of West Hinton Avenue and two city lots along the north side of Collins Avenue. The two sets of lots were separated by an unimproved public alley. The property was originally listed for \$6,500 and went under contract after 203 days on the market, and remains vacant as of the date of observation.

LAND SALE

PROPERTY IDENTIFICATION

Address: Highway BB
City/State: Huntsville, MO 65259
County: Randolph

SALE INFORMATION

Date of Sale: 06/30/2021
Grantor: Michael E. Hall
Grantee: Duane S. Buckler
Book/Page: 929/2219
Verified By: Agent



Sale Price: \$17,900
Price per Acre: \$8,950

PROPERTY DESCRIPTION

Square Feet: 87,120
Acres: 2
Shape/Utility: Irregular
Topography: Near Level to Gently Sloping
Prim. Frontage: 590'
Road Type: Paved
Traffic Count: 800
Utilities: E
Zoning: None

COMMENTS

Open 2 acre lot along Highway BB. It was originally listed for \$17,900 and went under contract after 44 days on the market, and remains vacant as of the date of observation.

City of Moberly

City Council Agenda Summary

Agenda Number: #8.

Department: Public Utilities

Date: November 20, 2023

Agenda Item: A Resolution Accepting The Proposal Of Vandevanter Engineering A Cogent Company And Authorizing The Purchase Of A Flygt Pump For The Darwood Lift Station.

Summary: This replacement provides an opportunity for the utility to replace a pump that is now, after 8 years of service life, requiring its second rebuild. The utility desires to replace the pump with what has been proven in use as a reliable and lower maintenance pump system. The utility acquired proposals for both pump replacement and pump repair with least cost repair being 73% of replacement with new. Taking advantage of this opportunity allows the utility to gradually increase the overall reliability of aging pumping systems, in an effort to increase the reliability of the wastewater system as a whole. Additionally, the new pump is provided with an addition to the control system to allow for significantly improved monitoring of pump condition and performance and alerts operation staff prior to pump failure.

Recommended

Action: Approve the resolution

Fund Name: Lift Station Maintenance

Account Number: 301.114.5304

Available Budget \$: 62,800

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO._____

RESOLUTION NO._____

**A RESOLUTION ACCEPTING THE PROPOSAL OF VANDEVANTER
ENGINEERING A COGENT COMPANY AND AUTHORIZING THE PURCHASE OF A
FLYGT PUMP FOR THE DARWOOD LIFT STATION.**

WHEREAS, the pump at Darwood Lift Station was recently repaired and is again in need of repair or replacement; and

WHEREAS, the cost of repair is 73% of the replacement cost and the staff recommended a replacement pump will perform more reliably with less maintenance and includes a control system to allow significantly improved monitoring of conditions, performance, and alerts; and

WHEREAS, bids were requested and three were received with the bid of Vandevanter Engineering, a Cogent Company (“Vandevanter”) being determined by staff to be the lowest responsible bid due to the brand of pump and the reliability of Vandevanter; and

WHEREAS, City staff recommend acceptance of the Vandevanter proposal and authorizing the purchase of a Flygt pump for \$28,487.00.

THEREFORE, the Moberly, Missouri, City Council accepts the proposal of Vandevanter, and authorizes the City Manager or his designee to purchase the specified equipment for the price of \$28,487.00 and further authorizes the City Manager to take such other necessary action to carry out the intent of this Resolution.

RESOLVED this 20th day of November, 2023, by the Council of the City of Moberly, Missouri.


Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy City Clerk

SERVICE ESTIMATE

#8.

| | | |
|---|---|---|
| Customer: City of Moberly, MO Contact : Emily Lute Date: 07/24/2023 Phone: 660-269-8705 Fax: 660-263-4992 Project: Fairbanks Morse Repair Quote Quote #: 7054784 Opp #: OP-577369 | Vandevanter - Municipal 1550 Larkin Williams Road Fenton, MO 63026 Phone: 636-343-8880 Fax: 636-343-1720 |  VANDEVANTER ENGINEERING <small>A COGENT COMPANY</small> |
|---|---|---|

Dear Emily,

We are pleased to offer the following estimate for your review.

| Line No | Quantity | Description of Unit | Net Each | Net Ext. |
|---------|----------|---------------------|----------|----------|
|---------|----------|---------------------|----------|----------|

1

FAIRBANKS MORSE

Serial Number - U020D2214C1X 1132A

- Repair estimate for the Fairbanks Morse SE-M2307, serial #U020D2214C1X 1132A, from the Darwood Lift Station, per the attached repair report.

1.00 ■ REPAIR PARTS

Materials **\$61,831.55**

Labor **\$2,880.00**

Total **\$64,711.55**

Disassembly, Cleaning, Inspection and Estimating Charge

\$1,120.00

Amount due if this unit is not repaired. An invoice for this charge will automatically generate within 90 days of this estimate. This charge is for DCI (Disassembly, Clean and Inspect). All units left at our facility for more than 6 months will be scrapped unless written notification is received.

Delivery: 10 - 12 week(s) after receipt of P.O.

FOB Point: Shipping Point

Terms of Payment: Upon Receipt

Freight: Best Way - PPD/ADD

Quote Validity: 15 Days

Thank you for the opportunity to provide you with this estimate. Please let us know how you would like to proceed.

Quoted By:

Eric Steffen

esteffen@cogentcompanies.com

Salesrep:

Ben Azerolo

bazerolo@vandevanter.com

314-347-7433

Replacement Pump:

ONE (1) Flygt NP 3153 submersible pump with a hard iron 463 impeller. This pump features a 20 HP, 3 phase, 460-volt motor. Also included is 50 feet of power cable, and a floatation leakage sensor (FLS). Volute to have 4" Discharge.

ONE (1) Minicas Thermal and Seal Fail Sensor with socket

ONE (1) LOT of Labor to adapt the existing slide rail (may need to use part of old volute) to the new pump so that it will go down the existing guide rails.

NOTE: Installation is not include as it will need to be done on time and material since we will need to wire in the Minicas to existing panel.

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

If the price is included in a proposal, the price is firm for receipt of an order within 15 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Unless otherwise expressly agreed to in writing by Seller, all shipments are FOB Seller shipping point at which point title also transfers.

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

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

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

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

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

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

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

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

Revised March 2022



COGENT

Vandevanter Engineering Service Center

| | | | |
|---------------------|-------------|----------------------------|-------------------------|
| Opportunity Number | OP-577369 | Date | 7/24/2023 |
| PQ/Order Number | 7054784 | Salesman | Ben A |
| Customer | Moberly, MO | Customer Stock # | |
| Contact Name, First | Emily | Service Type | Service |
| Contact Name, Last | Lute | Brand | Vandevanter Engineering |
| Contact Phone | | Market | Municipal |
| Contact Cell | | Fluid Being Pumped | |
| Contact Email | | Equipment Location/Station | Darwood LS |

| | |
|-------------------------|--|
| Manufacturer | Fairbanks Morse |
| Model | SE-M2307 |
| Serial # | U020D2214C1X 1132A |
| Item Type / Description | |
| Additional Items | None |
| Level of Repair | L2 - Full DCI with Clearances Noted, Sandblasting, Estimate with Pictures, and Repair Report |

| | | | |
|----------------|---------------|----------|----------|
| DCI Technician | Tim Valentine | DCI Date | 8/7/2023 |
|----------------|---------------|----------|----------|

| Pump As Found/Received | |
|------------------------|-----|
| 1 | 1 |
| 2 | 2 |
| 3 | 3 |
| 4 | 4 |
| 5 | 5 |
| 6 | 6 |
| 7 | 7 |
| 8 | 8 |
| 9 | 9 |
| 10 | 10 |
| 11 | 11 |
| 12 | 12 |
| 13 | 13 |
| 14 | 14 |
| 15 | 15 |
| 16 | 16 |
| 17 | 17 |
| 18 | 18 |
| 19 | 19 |
| 20 | 20 |
| 21 | 21 |
| 22 | 22 |
| 23 | 23 |
| 24 | 24 |
| 25 | 25 |
| 26 | 26 |
| 27 | 27 |
| 28 | 28 |
| 29 | 29 |
| 30 | 30 |
| 31 | 31 |
| 32 | 32 |
| 33 | 33 |
| 34 | 34 |
| 35 | 35 |
| 36 | 36 |
| 37 | 37 |
| 38 | 38 |
| 39 | 39 |
| 40 | 40 |
| 41 | 41 |
| 42 | 42 |
| 43 | 43 |
| 44 | 44 |
| 45 | 45 |
| 46 | 46 |
| 47 | 47 |
| 48 | 48 |
| 49 | 49 |
| 50 | 50 |
| 51 | 51 |
| 52 | 52 |
| 53 | 53 |
| 54 | 54 |
| 55 | 55 |
| 56 | 56 |
| 57 | 57 |
| 58 | 58 |
| 59 | 59 |
| 60 | 60 |
| 61 | 61 |
| 62 | 62 |
| 63 | 63 |
| 64 | 64 |
| 65 | 65 |
| 66 | 66 |
| 67 | 67 |
| 68 | 68 |
| 69 | 69 |
| 70 | 70 |
| 71 | 71 |
| 72 | 72 |
| 73 | 73 |
| 74 | 74 |
| 75 | 75 |
| 76 | 76 |
| 77 | 77 |
| 78 | 78 |
| 79 | 79 |
| 80 | 80 |
| 81 | 81 |
| 82 | 82 |
| 83 | 83 |
| 84 | 84 |
| 85 | 85 |
| 86 | 86 |
| 87 | 87 |
| 88 | 88 |
| 89 | 89 |
| 90 | 90 |
| 91 | 91 |
| 92 | 92 |
| 93 | 93 |
| 94 | 94 |
| 95 | 95 |
| 96 | 96 |
| 97 | 97 |
| 98 | 98 |
| 99 | 99 |
| 100 | 100 |

Notes:



Initial Inspection

| | | | | | |
|----------------------|----------------|-------------------------------|--------------|-----------------------|---------|
| HP | 20 | FLA | 27.6 | Voltage | 460V |
| Phase | Three | RPM | 1735 | IMP Code | |
| Power Cable Length | 48' | Power Cable Condition | Cut | Cable Disposition | Replace |
| Sensor Cable Length | 48' | Sensor Cable Condition | Cut | Paint Color & Type | Black |
| FLS Sensor Model | Probe | FLS OHM Standard Open | | FLS OHM Actual Open | 330 |
| | | FLS OHM Standard Closed | | FLS OHM Actual Closed | |
| Thermal Sensor | | Thermal OHM Standard | Insert Value | Thermal OHM Reading | 1.3 |
| Bearing Sensor Model | | Bearing OHM Standard | | Bearing OHM Actual | |
| Control Box | | Control Box Condition | | | |
| Condition Of Oil | Product in Oil | Mechanical Seal Pressure Test | Fail | | |

Electrical Inspection

| | | | | | | | | |
|---------------------------------------|-----|-------|------|-------|-----|-------|---|-----|
| OEM Ohm Standard | R/B | | R/W | | B/W | | Junction Chamber Cond | Wet |
| Cable OHM Reading | R/B | 0.676 | R/W | 0.675 | B/W | 0.676 | Junction Therm Reading | |
| Junction OHM Reading | R/B | | R/W | | B/W | | Junction FLS Reading | |
| Cable Meg Reading | R | INF | B | INF | W | Inf | Electrical Notes: Failed the leakage sensor electrical test | |
| Junction Meg Reading | R | | B | | W | | | |
| Does the Pump Pass Electrical Checks? | | | Fail | | | | | |

Wet End

| | |
|------------------|--------------|
| Volute Condition | Good - Reuse |
|------------------|--------------|

| | |
|------------------|--------------|
| Discharge Flange | Good - Reuse |
|------------------|--------------|

| | |
|----------------|----|
| Discharge Size | 4" |
|----------------|----|

| | |
|-----------|----------------|
| Wear Ring | Worn - Replace |
|-----------|----------------|

Notes:

The volute is in good working condition and can continue use. The wear ring will need to be replaced.

**Wet End Disposition**

Reuse

Impeller

| | |
|-----------|------|
| Condition | Worn |
|-----------|------|

| | |
|--------------------|--|
| Impeller Clearance | |
|--------------------|--|

| | |
|-------------------|----|
| Balance Required? | No |
|-------------------|----|

Notes:

The impeller is worn in multiple areas and is causing the impeller to run out of balance. There are indications on the rotor shaft and bearing housing of the impeller running out of balance.



| | |
|----------------------|--|
| Impeller Disposition | |
|----------------------|--|

| |
|---------|
| Replace |
|---------|

Mechanical Seals

| | |
|----------------------|------|
| Upper Seal Condition | Worn |
|----------------------|------|

| | |
|----------------------|---------------|
| Lower Seal Condition | Severely Worn |
|----------------------|---------------|

| | | |
|---------------|-------|------------------|
| Seal Material | Upper | Tungsten Carbide |
| | Lower | Tungsten Carbide |

| | | |
|-------------------|-------|--|
| Seal Fit on Shaft | Upper | |
| | Lower | |

Notes:

The out of balance impeller caused the lower seal to fail and allowed media to enter the oil housing.



| | |
|------------------------|--|
| Upper Seal Disposition | |
|------------------------|--|

| |
|---------|
| Replace |
|---------|

| | |
|------------------------|--|
| Lower Seal Disposition | |
|------------------------|--|

| |
|---------|
| Replace |
|---------|

Bearing Housing

| | |
|-------------------|--------------|
| Housing Condition | Minimal Wear |
|-------------------|--------------|

| | |
|----------------------|--|
| Bearing Grease Cond. | |
|----------------------|--|

| | | |
|-------------------|-------|------|
| Bearing Condition | Upper | Worn |
| | Lower | Worn |

| | | |
|---------------------|-------|--|
| Bearing Housing Fit | Upper | |
| | Lower | |

Notes:

Both bearing housings are in good working condition and can continue use.



Housing Disposition

Reuse

Rotor

| | |
|-----------------|------|
| Rotor Condition | Worn |
|-----------------|------|

| | | |
|-------------------|-------|------|
| Bearing Condition | Upper | Worn |
| | Lower | Worn |

| | | |
|-----------------|-------|--|
| Rotor Shaft Fit | Upper | |
| | Lower | |

Notes:

An out of balanced impeller caused the rotor shaft to rub on the lower seal housing. The pump will need a new rotor.



Rotor Disposition

Replace

Bearing Disposition

Replace

Stator

| | |
|-----------------------|-----|
| Wash and Bake? | Yes |
|-----------------------|-----|

| | |
|-------------------------|------|
| Winding Analyzer | Pass |
|-------------------------|------|

Notes:

The stator was cleaned and is good to continue use.

**POST BAKE ELECTRICAL RESULTS:**

| | | | | | | |
|--------------------|-----|-------|-----|-------|-----|------|
| OHM Reading | R/B | 0.622 | R/W | 0.622 | B/W | 0.62 |
| Meg Reading | R | INF | B | INF | W | INF |
| Thermal | 0.5 | | | | | |

Stator Disposition**Reuse**

Additional Notes & Findings**Item 1:**

The power cable had multiple cuts and will need to be replaced.

**Item 2:**

A picture of the contaminated oil coming from the oil housing.



Conclusions

| | | | |
|--------------------------|---------|---------------------|------|
| O-Rings Condition | Squared | Bin Location | VA2A |
|--------------------------|---------|---------------------|------|

Primary Cause of Failure

A worn impeller caused the impeller to run out of balance. This caused damage to the lower seal, lower seal housing and the rotor shaft. The power cable also had multiple cuts in it and will need to be replaced. The pump will need a new power/sensor cable unit, both seals, both bearings, rotor, impeller, both wear rings, seal housing, o-rings and a few small parts for repair.

Additional Notes & Suggestions**Parts Required**

| | | |
|-------------------------|------------------|--------------------------|
| FLYGT WHITE MINERAL OIL | BASIC REPAIR KIT | LEAD MOISTURE DETECTOR |
| SANDBLASTING | IMPELLER | IMPELLER STUD ALL-THREAD |
| IMPELLER WASHER | CASE RING | IMPELLER WEAR RING |
| IMPELLER KEY | VOLUTE GASKET | IMPELLER SHIM |
| COVER CABLE ASSEMBLY | SHAFT | IMPELLER SHIM |
| | HEX NUT IMPELLER | ROTOR/STATOR SET |
| | | GLAND |

| | | | |
|-------------------------------|------------|-------------|-----------|
| Inspection Reviewed By | Blake Wild | Date | 8/28/2023 |
|-------------------------------|------------|-------------|-----------|

PROPOSAL # 23-E7831

**THIS PROPOSAL NUMBER SHOULD BE INCLUDED
ON ALL CORRESPONDENCE OR PURCHASE
ORDERS PERTAINING TO THIS PROJECT**

DATE: October 10, 2023**TERMS:** 100% Net 30 Days (Subject to Credit Approval)**FREIGHT:** F.O.B. Factory, Freight Allowed to Job Site**TO Moberly, MO WWTP****JOB Darwood Replacement Pump**

Hydro-Kinetics is pleased to offer the following proposal for a replacement pump for Serial #10270962.

Item Description

- Qty One (1) - Fairbanks Nijhuis Pump Model 4" D5433MBK to produce 450 GPM @ 79' TDH. Include:
 - o 10.25" Dynamically Balanced Impeller – T4C1AA
 - o 20 HP, 1735 RPM 460 VAC, 3 Phase, 60 Hz, 210T Frame Short Time in Air Motor
 - o 300-350 BHN SST Impeller Wear Ring
 - o 300-350 BHN SST Casing Wear Ring
 - o Pump and Motor Weight – 540 lbs

Price - \$ 20,770.00 + Freight

NOTES:

- 1) All quoted prices are firm for 30 days after the date noted on this proposal. A valid order must be accepted in writing by Hydro-Kinetics and released to production within this timeframe to hold pricing firm through invoice.
- 2) Price does not include modification to existing equipment or facilities, unless otherwise noted in the scope of work.
- 3) Freight terms are F.O.B Factory, Freight Allowed to Job Site. All unloading and proper storage is the responsibility of others.
- 4) Estimated equipment schedule:

Equipment – 16-20 weeks after submittal approval

Start-up - Three (3) weeks' notice required for scheduling of start-up services, start-up cannot be completed until all electrical and mechanical connections are completed. No start-up services will be provided until 100% of payment has been received.
- 5) All setting of the above quoted equipment, external piping or conduit, valves, wire, power, electrical interconnections, concrete support pads, junction boxes, disconnects are all by others.

- 6) MO State and/or local taxes will be charged unless we receive a valid resale/exemption certificate.
- 7) Additional start-up services, other than those listed above, are available for \$1000.00/DAY Plus Travel and Living Expenses
- 8) Price does not include:
- Electrical and mechanical installation and installation materials of any type.
 - Mounting brackets or other installation hardware not listed above.
 - Field mounted plumbing materials not listed above.
 - Grip holders, support grips or threaded connectors of any type for electrical cables
 - Pipe, fitting, valves, nuts, bolts, supports, or gaskets of any type
 - Junction box or any associated gas tight seals or sealing material.
 - Anchor bolts of any type
 - Locks of any type.
 - Primary electrical service of any type
 - Any Federal, State, or Local taxes of any type, (payment of any associated taxes is the responsibility of the purchaser).
- 9) This quotation includes only equipment specifically mentioned herein and does not include, or infer inclusion of, any additional equipment, piping, valves, wiring, services, etc., regardless of its relation to the quoted equipment.
- 10) Hydro-Kinetics Corporation shall not, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort or negligence, and accepts no responsibility for the warranty and/or fitness of any existing equipment.
- 11) Terms: All orders are subject to acceptance by HYDRO-KINETICS CORPORATION, and 100% NET 30 DAYS terms are granted to **existing customers**; all unpaid balances are subject to 1.5% interest charge. **First time customers are required to pay for their equipment before that equipment is ordered.** HYDRO-KINETICS does not allow retainage. Any retainage will be charged the stated 1.5% interest. These terms are independent of, and are not contingent upon other terms and conditions, the time or manner in which purchaser may receive payment from others or when the equipment is installed after receipt. HYDRO-KINETICS CORP reserves the right to issue individual invoices for the supplied equipment.

I appreciate the opportunity to provide a quote for the above equipment. If you have any questions or need any additional information please feel free to contact my office at (314)-647-6104 or by FAX (314)-645-1861.

Very truly yours,



HYDRO-KINETICS CORPORATION



5741 MANCHESTER AVE.
ST. LOUIS, MISSOURI 63110
PHONE (314)-647-6104; FAX (314)-645-1861

#8.

By: Jeff Clarke

To purchase this equipment, please sign the space below and return the original to Hydro-Kinetics Corporation at 5741 Manchester Ave. St. Louis, MO 63110.

QUOTE ACCEPTANCE

Quote Options Selected (Please list, if applicable): _____

Quote 23-E7831 ACCEPTED this _____ day of _____, 2023,

By: _____
(NAME OF PURCHASER)

By: _____ : _____
(AUTHORIZED SIGNATURE) (TITLE)

P.O. # _____

SHIPPING

Street Address: _____ ATTN: _____

City: _____ State: _____ Zip: _____

Liftgate Truck Required? (check) _____ Shipping (check): Ground _____ Rush _____



Sedalia Division

Remit to:
Independent Electric
4425 Oliver Street
Kansas City, KS 66106

Ship to:
Independent Electric
225 South Kentucky
Sedalia, MO 65301

Office/Sales:
Ph: 660.826.7410
Fx: 660.826.6763
www.iemco.com

Attn

EMILY LUTE

cc

Phone:

(660) 269-7637 x

Fax:

(660) 269-8171 x

Quote

#8.

Quote Number

SE-RRE1775

Customer Information

MOBERLY, CITY OF
101 W REED STREET
MOBERLY, MO 65270

Ship To Information

MOBERLY, CITY OF
101 W REED STREET
MOBERLY, MO 65270

Quote Date: 9/18/2023

Customer ID: 122176

Quoted By:

RFQ #:

Salesperson: SE 70

Terms: Net 30

Quote Information

Ship Via: I.E. DELIVERY

Reason For Work: MINOR REPAIR OF FAIRBANKS MORRIS PUMP

Cause of Failure:

Required Work:

- Pick Up Unit from Facility
- Disassemble Unit
- Write Up / Documentation
- Steam Clean / Batch Clean Parts
- Hand Clean / Detail Parts
- Sand Blast Parts
- Inspect / Identify Unit Parts
- Inspect / Identify Unit Parts
- Megger / OHM Testing
- Surge Testing
- Clean Parts
- Hi Pot Testing
- Growl Test Rotor
- Inspect Power / Sensor Cord
- Inspect / Check Machine Fits
- Weld / Machine Shaft
- DE Bore & Bush Bearing Housing
- Machine Mechanical Seal Fit
- Furnish and Install New Bearing/s
- Furnish and Install New Mechanical Seal/s
- Furnish and Install New O-Ring Kit
- Furnish and Install New Gaskets
- Furnish and Install New Impeller/s
- Furnish and Install Wear Ring/s
- Reassemble
- Pressure Test Unit
- Paint Unit
- Final Test Run (No Load)

Comments: PARTS ARE 6-7 WEEK LEAD TIME. PLEASE LET US KNOW IF YOU WANT US TO PRICE YOU A NEW PUMP.

| | Pick Up On | Lead Time | Total Price |
|------------------------------|------------|-----------|-------------|
| Work Based on Straight Time: | | 7-8 WEEKS | \$24,228.83 |

SIGNATURE:

DATE:

PRINT NAME:

PO# (If not yet issued)



Sedalia Division

Remit to:
Independent Electric
4425 Oliver Street
Kansas City, KS 66106

Ship to:
Independent Electric
225 South Kentucky
Sedalia, MO 65301

Office/Sales:
Ph: 660.826.7410
Fx: 660.826.6763
www.iemco.com

Attn

EMILY LUTE

cc

Phone:

(660) 269-7637 x

Fax:

(660) 269-8171 x

Quote

#8.

Quote Number

SE-RRE1775

Customer Information

MOBERLY, CITY OF
101 W REED STREET
MOBERLY, MO 65270

Ship To Information

MOBERLY, CITY OF
101 W REED STREET
MOBERLY, MO 65270

Quote Date: 9/18/2023

Customer ID: 122176

Quoted By:

RFQ #:

Salesperson: SE 70

Terms: Net 30

**Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
We Are not Responsible For Items Left Over 90 Days.
Quote is valid for 30 days.**

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

PO# (If not yet issued) _____

City of Moberly

City Council Agenda Summary

Agenda Number: #9.

Department: Public Utilities

Date: November 20, 2023

Agenda Item: A Resolution Accepting The Bid And Authorizing The City Manager To Execute An Agreement With Schneiders Excavating Co., For The Downtown Combined Sewer Overflow EDA Project.

Summary: The Public Utilities Department has received bids for the Downtown CSO EDA Project that was approved as one of six projects included within an EDA grant. The quote selected is the \$1,627,100.00 from Schneiders Excavating Co. The advertisement for bids resulted in bids received ranging from this lowest bid of \$1,627,100.00 to the high bid of \$2,199,250.00. Project funding is from an EDA Grant with a corresponding Moberly match. EDA requires project completion no later than September 28, 2024.

Recommended

Action: Approve the resolution

Fund Name: Capital Improvement Plan

Account Number: 301.112.5412

Available Budget \$: To be secured from capital reserve.

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

BILL NO._____

RESOLUTION NO._____

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SCHNEIDERS EXCAVATING CO., FOR THE DOWNTOWN COMBINED SEWER OVERFLOW EDA PROJECT.

WHEREAS, the Public Utilities department sought bids from interested parties for the Downtown Combined Sewer Overflow (“CSO”) Project as part of the EDA grant projects; and

WHEREAS, four bids were received and the bid of Schneiders Excavating Co., (“Schneiders”) in the amount of One Million Six Hundred and Twenty-Seven Thousand One Hundred Dollars (\$1,627,100.00) was determined to be the lowest responsible bid; and

WHEREAS, the proposed bid has been approved by the EDA; and

WHEREAS, the proposed contract for this project has been submitted and is attached hereto.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid of Schneiders and directs the City Manager to execute the attached Agreement for the services described herein and further authorizes the City Manager to take such other actions as may be necessary to accomplish the purpose of this Resolution.

RESOLVED this 20th day of November, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy City Clerk

DOCUMENT 005200 - AGREEMENT

THIS AGREEMENT is by and between the City of Moberly, Missouri (hereinafter called OWNER) and Schnieders Excavating Co. (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

Downtown CSO Storage Facility

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Downtown CSO Storage Facility

ARTICLE 3 - ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence

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

- 4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 240 days after the date when the Contract Times commence to run.

- 4.03 Liquidated Damages

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

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

ARTICLE 5 - CONTRACT PRICE.

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

| DOWNTOWN CSO STORAGE FACILITY | | |
|--|-------------------------------|----------------|
| CITY OF MOBERLY, MISSOURI | | |
| No. | Item | |
| 1 | DOWNTOWN CSO STORAGE FACILITY | |
| TOTAL LUMP SUM BID PRICE (Use Figures) | | \$1,627,100.00 |

ARTICLE 6 - PAYMENT PROCEDURES.

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments in accordance with Section 34.057, RSMo, on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.
 - a. 90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
 - b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01.C.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assign

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

10.04 Severability

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

ARTICLE 11 - NON-DISCRIMINATION IN EMPLOYMENT

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

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

- A. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- B. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- C. CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- D. CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- E. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or

by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- F. CONTRACTOR will include the provisions of Article 11 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Hereinafter called the project, for the sum of _____ Dollars (\$_____), and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Agreement, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions, and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by _____ herein entitled the Architect/Engineer, all of which are made a part hereof and collectively evidence and constitute the Agreement.

IN WITNESS WHEREOF, the parties to these presented have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day mentioned. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

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

CITY OF MOBERLY

CONTRACTOR:

Mayor

Attest _____
City Clerk

By: _____

APPROVED AS TO FORM:

City Counselor

[CORPORATE SEAL]

Attest _____

Address for giving notices:

Address for giving notices:

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

License No. _____

Agent for service of process: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

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

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

FW: Downtown Storage

Haag, William <William.Haag@jacobs.com>

Tue 10/17/2023 2:08 PM

To: Dana Ulmer <dulmer@cityofmoberly.com>

Cc: Lichti, Tobin <Tobin.Lichti@jacobs.com>

Dana,

FYI.

Bill

From: Cindy Hultz <chultz@marktwaincog.com>

Sent: Tuesday, October 17, 2023 2:01 PM

To: Haag, William <William.Haag@jacobs.com>

Cc: Lichti, Tobin <Tobin.Lichti@jacobs.com>

Subject: [EXTERNAL] Downtown Storage

We have received approval from CDBG to proceed with Schneider Excavating for the Downtown Storage project.

Thanks,

Cindy Hultz

Executive Director

Mark Twain Regional Council of Governments

42494 Delaware Lane

Perry, MO 63462

o. 573-565-2203

c. 660-651-9738

www.marktwaincog.com

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.

City of Moberly

City Council Agenda Summary

Agenda Number: #10.

Department: Public Utilities

Date: November 20, 2023

Agenda Item: A Resolution Authorizing The City Manager To Enter Into A Letter Agreement With Jacobs Engineering Group, Inc., For Professional Engineering Services Related To The Northwest Regional Lift Station.

Summary: As part of the city's wastewater CIP program, Jacobs Engineering has proposed to provide the associated engineering services necessary to complete the project and team with Moberly on this State Revolving Fund Project. This project is one of the named projects within the 2018 list of projects that are high priority and necessary for continued functioning of the sewer collection system. This is authorization to proceed and engineering activities are expected to begin in 2024, allowing reimbursements from current grant projects to cover this engineering expense. The new lift station will replace 3 existing legacy stations and is partially funded by a Regional Incentive Grant.

Recommended

Action: Approve the resolution

Fund Name: Capital Improvement Plan (SRF)

Account Number: 301.114.5502

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE NORTHWEST REGIONAL LIFT STATION.

WHEREAS, the City has previously identified a list of projects of high priority for the continued functioning of its sewer collection system, including a Northwest Regional Lift Station; and

WHEREAS, this lift station will replace three existing legacy stations and is included in the State Revolving Fund list of projects and is partially funded by a Regional Incentive Grant; and

WHEREAS, attached hereto is the proposed Agreement for Professional Services submitted by Jacobs Engineering Group, Inc, (“Jacobs”) to provide associated engineering to complete the project at a not to exceed cost of \$642,261.00.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into the Letter Agreement with Jacobs consistent with the terms and costs detailed in the attached Agreement.

RESOLVED this 20th day of November, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy City Clerk

Stifel Tower
501 North Broadway
St. Louis, Missouri 63102
United States
T +1.314.335.4000
F +1.314.335.5104
F +1.314.335.5141
www.jacobs.com

November 2, 2023

Dana Ulmer
Public Utilities Director
City of Moberly
101 West Reed Street
Moberly, MO 65270

Subject: Northwest Regional Lift Station

Dear Dana:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the Northwest Regional Lift Station and associated gravity sewer network as described in the Northwest Regional Lift Station Facility Plan dated February 18, 2021. The is intended to divert flows away from the Holman Road and Rothwell Lake sewers, both of which experience capacity issues, and eliminate several of the lift stations that currently serve the area of northwestern Moberly (Huntsville Pump Station, Becflo Pump Station, and Buchanan Pump Station). The diverted flows would also reduce discharges from the Holman Road CSO. The scope of work includes the Existing Conditions Survey, Preliminary Design Phase, Final Design Phase, Bid Phase, and Construction Management Services.

SCOPE

Project Kick Off Meeting

Jacobs will meet with City to discuss project goals, force main alignment, easements, etc.

Existing Conditions Survey

Topographic mapping and data collection for approximately 16,000 feet of force main and sanitary sewer alignment routing to assist in design.

- 1) Jacobs will meet with the City of Moberly to finalize exact routing based on kick-off meeting discussions and perceived ease of easement acquisition.
- 2) Field run topographic survey. Topography includes ground elevations and existing physical improvements within the survey areas. Survey includes location of all building, structures and other physical improvements located within the survey area (30-foot corridor along the

November 2, 2023

Subject: Northwest Regional Lift Station

proposed force main/sewer alignment, 100-foot by 100-foot area around center point of pump station site).

- 3) Indicate the location, size, and species of trees over 6-inches in diameter in wooded areas with perimeter tree drip lines located and shown.
- 4) Contact Missouri-One-Call to provide the locations of existing utilities within the project limits. The locations of utilities within the project limits shall be field surveyed and incorporated into the base drawings for the project. After utilities have been marked, Jacobs will make site visit to verify final alignment for development of 90% design documents.
- 5) Dry utility locations for electric, telephone/cable and gas include surface indications of visible utilities, including manholes, poles, vaults, transformers and pedestals. Subsurface utility markings (established by Missouri One-Call) will be field located and shown on the topographic survey base drawings.
- 6) Wet utilities include water lines, sanitary sewer and storm sewer with inverts of pipe, pipe size with percent of slope for each sewer run shown. Wet utility locations include all surface indication including valves, vaults and fire hydrants.
- 7) Contour intervals will be 1-foot.
- 8) Establish property lines and property ownership. Scope includes the preparation of legal description of up to twenty easements. The City will be responsible for preparing the final easement documents, negotiating, and acquiring easements from the individual property owners.

Conduct a geotechnical investigation of the pump station site and sewer alignment

- 1) 6 borings at 15 feet (force main alignment), 29 borings at 30 feet (gravity sewer alignment, and 1 boring at 40 feet (pump station site).
- 2) If rock is encountered above a depth of 15 feet, the boring will be advanced 5 feet into the rock.
- 3) Sampling will be in general accordance with industry standards in which two samples will be obtained in the upper 5 feet of boring and one sample obtained for each additional five feet of boring.
- 4) Groundwater levels will be observed and recorded while drilling and at the completion of drilling. Borings will be backfilled prior to the drill crew departing the job site; no delayed groundwater readings will be taken.
- 5) The samples obtained from the borings will be tested to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, Atterberg limits, and strength tests as appropriate.
- 6) Results of field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Missouri.
- 7) Preparation of a Geotechnical Engineering Report by a geotechnical engineer licensed in the State of Missouri. The report will include:

November 2, 2023

Subject: Northwest Regional Lift Station

- a. Boring Logs
- b. Laboratory test results
- c. Groundwater levels
- d. Boring location plan
- e. Subsurface exploration procedures
- f. Pipe bedding design parameters
- g. Buoyancy design parameters
- h. Pipe tunnel design parameters
- i. Foundation recommendations
- j. Lateral earth pressures

Preliminary Design Phase (90% Design)

Task 1 – Design Kick-Off Meeting (30%). Jacobs will meet with City staff for a kickoff meeting to review the basis of design and preliminary layout.

Task 2 - Develop 90% Design Documents. Based on the Facility Plan and Existing Conditions Survey activities, Jacobs will develop 90% Design Documents. The 90% submittal will be essentially a final set of documents that will include the following drawings:

- 1) Cover Sheet/Index
- 2) Sheet Layout
- 3) General Notes & Symbols
- 4) Force main and Gravity Sewers (20 sheets)
- 5) Site Grading/Piping Plan (2 sheets)
- 6) Miscellaneous Piping & Civil Details
- 7) Mechanical
- 8) Piping and Instrumentation Diagram – Symbols and Designation Sheet
- 9) Piping and Instrumentation Diagram
- 10) Electrical Symbol Drawing
- 11) Electrical Site/Grounding Plan
- 12) Electrical One Line Drawing
- 13) Ladder Diagram and Field Wiring Diagram
- 14) Electrical Details (2 sheets)
- 15) Structural – Precast Structure Requirements
- 16) Structural – Generator and Equipment Pads

November 2, 2023

Subject: Northwest Regional Lift Station

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

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

Task 4 – Permits Upon completion of the 90% plans and specifications, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a Construction Permit. Any permits needed for work in Missouri Department of Transportation right of way will be obtained after the project has been bid. Jacobs anticipates no other permits will be required for this project. We will also submit plans to the appropriate utilities for their review and approval.

Final Design Phase

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

Bid Phase (changes from Logan street scope)

Jacobs will provide the following bidding phase services:

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

Construction Phase (changes from Logan street scope)

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

- 1) Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by

November 2, 2023
Subject: Northwest Regional Lift Station

Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor. Scope includes up to two resubmittals of shop drawings.

- 3) Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to five RFIs.
- 4) Jacobs will provide the City assistance with change orders, assistance with payments to contractors, and assistance with grant reimbursements or loan requests.
- 5) **Scope and fee for RPR services is not included in this proposal and will be negotiated prior to bidding out the project.** A separate Construction Inspector will be provided by the City.
- 6) At a time near substantial completion of the work, assist the City in preparing and submitting to the Contractor a "punchlist" of items which require correction or completion.
- 7) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and the City Construction Inspector and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

FEE PROPOSAL

Our proposed fee for the work described herein is lump sum cost of \$642,261. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City. Jacobs will submit monthly invoices for compensation and expenses by electronic transmission. The City shall make payments to Jacobs in accordance with Section 8.960, RSMo.

| | |
|---------------------------------------|------------------|
| Geotechnical | \$60,000 |
| Topographical Survey | \$61,240 |
| Detailed Design | \$411,742 |
| Bid Phase Services | \$14,955 |
| Construction Phase Services (Non-RPR) | \$90,424 |
| Direct Costs - Travel | \$1,400 |
| Direct Costs - Printing | \$2,500 |
| Total Lump Sum Cost | \$642,261 |

November 2, 2023
Subject: Northwest Regional Lift Station

SCHEDULE

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

| | |
|---|----------|
| Existing Conditions Survey | 120 days |
| 90% Design | 270 days |
| 100% Design | 90 days |
| Bid Phase | 90 days |
| Construction Contract Award through Construction Completion | 365 days |

ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

1. Jacobs will refer to the City's standard specifications and details wherever appropriate.
2. Any fees required to obtain construction approval/permits from MDNR, MoDOT, or any other agency will be paid by the City.
3. Wetland delineation and mitigation services are not included.
4. Two full size hard copies of the plans and specifications will be provided to the City for the 90% review. Also, two full size sets of the Issued for Bid plans and specifications for each project will be provided to the City and MDNR (construction permit).
5. The only permits required for this project are MDNR construction permit and MODOT right of way
6. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the not to exceed cost, and will be charged to the prospective bidder.
7. RPR services will be negotiated prior to bidding the job based on the City's capacity to provide Construction Inspection services.
8. Two sets of record drawings and an electronic media device with both pdf and AutoCAD files will be provided to the City at the completion of the project. (Match to logan street scope)

This work will be performed under the Professional Services Agreement dated October 5, 2020. If you have any questions, please let me know.

Thank you for the opportunity to continue our long standing support of the City.



November 2, 2023
Subject: Northwest Regional Lift Station

Very truly yours,

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

Authorization to Proceed:

City of Moberly

By _____

Title _____

Date _____

Jacobs Engineering Group, Inc.

By _____

Title _____

Date _____

City of Moberly
City Council Agenda Summary

Agenda Number:

#11.

Department: Public Utilities
Date: November 20, 2023

Agenda Item: A Resolution Authorizing The City Manager To Enter Into A Letter Agreement With Jacobs Engineering Group, Inc., For Professional Engineering Services Related To The Logan Street Water Line Replacement Project.

Summary: As part of the city’s water line replacement program, Jacobs Engineering has proposed to provide the associated engineering services necessary to complete the project and team with Moberly on this State Revolving Fund Project. This project is one of the named projects within the 2018 list of projects that are high priority and necessary for continued integrity of the water distribution system. This is authorization to proceed and engineering activities are expected to begin in 2024, allowing reimbursements from current grant projects to cover this engineering expense.

Recommended

Action: Approve the resolution

Fund Name: Capital Improvement Plan (SRF)

Account Number: 301.112.5502

Available Budget \$:

ATTACHMENTS:

- ☐ Memo

☐ Staff Report

☐ Correspondence

☒ Proposal

☐ P/C Recommendation

☐ P/C Minutes

☐ Application

☐ Citizen

☐ Consultant Report

Council Minutes

Proposed Ordinance

☒ Proposed Resolution

Attorney's Report

Petition

Contract

Budget Amendment

Legal Notice

Other_____

| Roll Call | | Aye | Nay |
|-----------------------|---------------------|--------|--------|
| Mayor | | | |
| M__ | S__ Brubaker | __ | __ |
| Council Member | | | |
| M__ | S__ Lucas | __ | __ |
| M__ | S__ Kimmons | __ | __ |
| M__ | S__ Jeffrey | __ | __ |
| M__ | S__ Kyser | __ | __ |
| | | Passed | Failed |

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE LOGAN STREET WATER LINE REPLACEMENT PROJECT.

WHEREAS, the City has previously identified a list of projects of high priority for the continued functioning of its water distribution and sewer collection system, including the Logan Street Water Line Replacement; and

WHEREAS, this project will address part of the City's water line replacement program; and

WHEREAS, attached hereto is the proposed Agreement for Professional Services submitted by Jacobs Engineering Group, Inc, ("Jacobs") to provide associated engineering to complete the project at a not to exceed cost not to exceed \$499,916.00.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into the Letter Agreement with Jacobs consistent with the terms and costs detailed in the attached Agreement.

RESOLVED this 20th day of November, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy City Clerk

Stifel Tower
501 North Broadway
St. Louis, MO 63102
United States
T +1.314.335.4000
F +1.314.335.5104
F +1.314.335.5141
www.jacobs.com

November 2, 2023

Dana Ulmer
Director of Utilities
City of Moberly
101 West Reed Street
Moberly, MO 65270

Subject: **Logan Street Water Main Replacement**

Dear Dana:

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to design the Logan Street Water Main Replacement. The water mains to be replaced in the project are old cast iron mains that break frequently and have reduced capacity, likely due to tuberculation. System testing demonstrated that some of water main segments included in the project failed to achieve necessary minimum flow rates during testing performed in 2017. Approximately 14,600 feet of water mains will be replaced with new 6-inch and 8-inch PVC water mains.

SCOPE

Project Kick-Off Meeting

Jacobs will meet with City to discuss project goals and expectations.

Existing Conditions Survey

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

- 1) Field run topographic survey. Topography includes ground elevations and existing physical improvements within the survey areas. Survey includes location of all building, structures and other physical improvements located within the survey area.
- 2) Contact Missouri-One-Call to provide the locations of existing utilities within the project limits. The locations of utilities within the project limits shall be field surveyed and incorporated into the base drawings for the project. After utilities have been marked, Jacobs will make site visit to verify final alignment for development of 90% design documents.

November 2, 2023

- 3) Dry utility locations for electric, telephone/cable and gas include surface indications of visible utilities, including manholes, poles, vaults, transformers and pedestals. Subsurface utility markings (established by Missouri One-Call) will be field located and shown on the topographic survey base drawings.
- 4) Wet utilities include water lines, sanitary sewer and storm sewer with inverts of pipe, pipe size with percent of slope for each sewer run shown. Wet utility locations include all surface indication including valves, vaults and fire hydrants.
- 5) Contour intervals will be 1-foot.

Environmental Review

Conduct Environmental review, including:

- 1) Obtaining clearance letters from:
 - a) Army Corps of Engineers
 - b) Department of Natural Resources, Historic Preservation (does not include cultural resource survey, if required)
 - c) Department of Conservation
 - d) United States Fish and Wildlife
 - e) Department of Natural Resources, Geological Survey
 - f) Federal Assistance Clearinghouse
 - g) Division of State Parks
- 2) Prepare Environmental Information Document
- 3) Hold a public meeting or hearing on the Environmental Information Document.

Detail Design

Task 1 –Design Kick-Off Meeting (30% alignment review). Jacobs will meet with City staff for review preliminary alignment.

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

- 1) Cover Sheet/Index
- 2) Sheet Layout
- 3) General Notes & Symbols
- 4) Water Main Plan & Profiles (20 sheets)
- 5) Detail Sheet

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

November 2, 2023

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

Task 4 – Permits. Upon completion of the final plans and specifications in Task 3, Jacobs will develop the application and the submittal package to Missouri Department of Natural Resources for a financial review and Construction Permit. Jacobs anticipates no other permits will be required for this project. We will also submit plans to the appropriate utilities for their review and approval.

Task 5 – Final Plans and Specifications. Based on the comments from the review meeting in Task 3 and the permit reviews in Task 4, final plans and specifications will be developed and issued to the City for Bid.

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

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

Task 7 – Construction Phase Services.

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

- 1) Pre-Construction Meeting. Jacobs will attend a pre-construction meeting with the City and the contractor selected for the project.
- 2) Shop drawing review for submittals during the construction period. Review detailed construction drawings and shop drawings, samples and other information submitted by Contractors, for conformance with the design concept and the concept of the information given in the Contract Documents. Such data will be recommended for approval, returned for revision, or rejected. This task includes the checking of shop and mill test reports of materials and equipment. Such review and recommendation shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto as such are the responsibility of the Construction Contractor.
- 3) Respond to the contractor's RFIs (Request for Information). Scope includes responses of up to 5 RFIs.
- 4) Jacobs will provide the City assistance with change orders, assistance with payments to contractors, and assistance with grant reimbursements or loan requests.
- 5) **Scope and fee for RPR services is not included in this proposal and will be negotiated prior to bidding out the project.** A separate Construction Inspector will be provided by the City.

November 2, 2023

- 6) At a time near substantial completion of the work, assist the City in preparing and submitting to the Contractor a "punchlist" of items which require correction or completion.
- 7) Record Drawings and Certification of Construction Complete. Jacobs will provide record drawings for the project based on information provided by the contractor and recorded during construction. Jacobs will also certify construction is complete and in accordance with MDNR approved plans and specifications as required by MDNR.

FEE PROPOSAL

Our proposed fee for the work described herein is a lump sum cost of \$499,916. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City. The City shall make payment to the engineer in accordance with 8.960, RSMo.

| | |
|-----------------------------|------------------|
| Existing Conditions Survey | \$51,110 |
| Environmental Review | \$25,750 |
| Detail Design Services | \$347,680 |
| Bid Phase Services | \$11,990 |
| Construction Phase Services | \$59,485 |
| Direct Costs - Travel | \$1,400 |
| Direct Costs - Printing | \$2,500 |
| Lump Sum Cost | \$499,916 |

SCHEDULE

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

| | |
|---|----------|
| Existing Conditions Survey | 90 days |
| 90% Design | 180 days |
| 100% Design | 60 days |
| Bid Phase | 90 days |
| Construction Contract Award through Construction Completion | 365 days |

November 2, 2023

ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

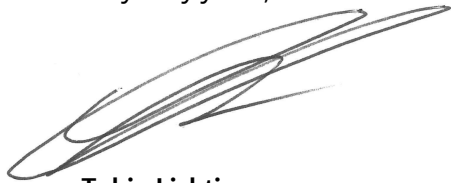
1. The ENGINEER agrees to take steps to ensure that disadvantaged business enterprises (DBEs) are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Drinking Water SRF Loan Program rules, as required by the award conditions of US EPA's Assistance Agreement with Missouri Department of Natural Resources. The ENGINEER acknowledges that the fair share percentages are 10 percent for MBEs and 5 percent for WBEs
2. Jacobs will refer to the City's standard specifications and details wherever appropriate.
3. Pre-Design memorandums will not be prepared for the water main projects as the sizing is based on existing model recommendations and the routes have already been determined.
4. Wetland delineation and mitigation services are not included.
5. Cultural Resource Survey that may be required for environmental sign-offs is not included.
6. Two full size hard copies of the plans and specifications will be provided to the City the 90% review.
7. Four stamped hardcopies of plans and specifications and all change orders will be submitted to the department for approval.
8. Jacobs will provide distribution of the plans and specifications to prospective bidders. Cost for reproduction and shipping of plans and specifications to prospective bidders is not included in the lump sum cost, and will be charged to the prospective bidder.
9. RPR services will be negotiated prior to bidding the job based on the City's capacity to provide Construction Inspection services.
10. Two sets of record drawings and an electronic media device with both pdf and AutoCAD files will be provided to the City at the completion of the project.
11. All work will be done in existing street right of way, no easements are needed.

This work will be performed as a modification to our existing contract with the City of Moberly, dated October 5, 2020. If you have any questions, please let me know.

Thank you for the opportunity to continue our long standing support of the City.

November 2, 2023

Very truly yours,



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

Authorization to Proceed:

City of Moberly

Jacobs Engineering Group, Inc.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

City of Moberly

City Council Agenda Summary

Agenda Number: #12.

Department: Comm. Dev.

Date: November 20, 2023

Agenda Item: An Ordinance Repealing Portions Of Section 40-500 And Adopting New Provisions Of Sections 40-500 And 46-176 Related To Driveways.

Summary: City Staff is recommending relocation of the driveway construction dimensions in residential neighborhoods to be placed into Chapter 46 (Zoning) instead of its current location in Chapter 40 (Traffic). This more aligns with the land use regulations of chapter 46 and also modifications based on today's use of land were needed. Often times there are requests for expanded driveways and or requests outside the allowed code language. Placing them into Chapter 46 allows for review by both Zoning Board and Board of Adjustment if necessary, with respect to the changes.

The Planning & Zoning Commission recommended approval for the request of this text amendment.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE REPEALING PORTIONS OF SECTION 40-500 AND ADOPTING NEW PROVISIONS OF SECTIONS 40-500 AND 46-176 RELATED TO DRIVEWAYS.

WHEREAS, the dimension requirements for residential driveways are now located in the Traffic Chapter of the City Code, Chapter 40 and Staff believes it should be relocated to Chapter 46 which is related to Zoning; and

WHEREAS, City staff has proposed new dimension requirements for residential driveways which are more useful for current uses of land to be placed in Chapter 46, subsection 176; and

WHEREAS, these proposed changes were submitted to the Planning and Zoning Commission who recommended they be approved.

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

SECTION ONE: Chapter 40, Article VII, Section 500, subsections (b), (1), (2) and (3) are hereby repealed.

SECTION TWO: A new Chapter 40, Article VII, Section 500, subsection (b) is hereby adopted to read as follows:

Chapter 40. Sec. 40-500. – Parking.

(b) *Definitions.* For this section, the term “driveway” means that part of the passage located on private property that provides vehicular ingress and egress to a property fronting on a public street. Driveways shall be constructed of a hard-paved surface in subdivision or other areas where required. Such driveways shall not exceed the maximum width allowed in Section 46-176.

SECTION THREE: A new subsection (g) to Chapter 46, Article IV, Section 176 is hereby adopted to read as follows:

Chapter 46. Sec. 46-176. -Off-street parking general provisions.

(g) Driveways and Driving Entrances in Residential Zones. A driveway in a residential zone connected to a street shall be paved with a hard surface and shall have a minimum width of 12 feet. The maximum width for residential driveways connected to a street shall be the lessor or the following:

- 1) 40 percent of the frontage of the property facing that street for access.
- 2) 30 feet in width.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 20th day of November, 2023.

Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy City Clerk

CITY OF MOBERLY, MISSOURI
ZONING & SUBDIVISION TEXT AMENDMENT APPLICATION

Return Form to:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:

Filing Fee: _____
Date Advertised: _____
Date Notices Sent _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: City of Moberly Phone: 660-269-7642
Address: 101 W Reed St. Zip: _____
Owner: _____ Phone: _____
Address: _____ Zip: _____

TEXT AMENDMENT PROPOSED:

Amendment Proposed to (Check One):

☒ City Zoning Regulations _____ City Subdivision Regulations
_____ Growth Area Subdivision Regulations

Section to Be Amended: Article IV Section 176

Present Text: (g) - unused

Proposed Text: (g) Driveways & Driveway Entrances in Residential Zones.
A Driveway... "See Attached Email"

Reason for Amendment: Relocate Driveway size requirements from
Chapter 40 to Chapter 46.

Attach additional sheets as needed.

IMPACT OF AMENDMENT:

Does the amendment add language to the Regulations?

Yes X

No _____

Does the amendment supplement an existing section?

Yes X

No _____

Does the amendment modify an existing section?

Yes X

No _____

Does the amendment repeal a section?

Yes X

No _____



Applicant's Signature10 - 2 - 2023

Date

City of *Moberly!*

Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: Text Amendment Application

Meeting: October 30, 2023

Public Hearing to consider:

Notice of Public Hearing for a Text Amendment application submitted by City of Moberly for clarification and relocation of regulations related to Driveway construction in residential neighborhoods.

Comments:

Existing Code:

Section 40-500 Parking.

(b) Definitions. For this section, the term “driveway” means that part of the passage located on private property that provides vehicular ingress and egress to a property fronting on a public street. Driveways shall be constructed of a hard-paved surface in subdivision or other areas were required. Such a driveway shall not exceed the following maximum width:

- 1) property frontage of up to 50 feet the maximum width for one driveway shall be 12 feet.
- 2) property frontage of over 50 feet to 75 feet maximum width one driveway 22 feet.
- 3) property frontage of over 75 feet maximum width 24 feet.

Proposed Code:

In section 40-500. Remove the following:

(b) Definitions. For this section, the term “driveway” means that part of the passage located on private property that provides vehicular ingress and egress to a property fronting on a public street. Driveways shall be constructed of a hard-paved surface in subdivision or other areas were required. ~~Such a driveway shall not exceed the following maximum width:~~

- ~~1) property frontage of up to 50 feet the maximum width for one driveway shall be 12 feet.~~
- ~~2) property frontage of over 50 feet to 75 feet maximum width one driveway 22 feet.~~
- ~~3) property frontage of over 75 feet maximum width 24 feet.~~

Insert at end of paragraph: **Such Driveways shall not exceed the maximum width allowed in section 46-176.**

Insert the following into Chapter 46. Article IV. Section 176

(g) Driveways and Driveway Entrances in Residential Zones. A Driveway in a residential zone connected to a street shall be paved with a hard surfacing and shall have a minimum width of 12 feet. The maximum width for residential driveways connected to a street shall be the lesser of the following:

- 1) 40 percent of the frontage of the property facing that street for access.
- 2) 30 feet in width.

City Staff Review:

City Staff is recommending relocation of the driveway construction dimensions in residential neighborhoods to be placed into Chapter 46 (Zoning) instead of its current location in Chapter 40 (Traffic). This more aligns with the land use regulations of chapter 46 and also modifications based on today's use of land were needed. Often times there are requests for expanded driveways and or requests outside the allowed code language. Placing them into Chapter 46 allows for review by both Zoning Board and Board of Adjustment if necessary with respect to the changes.

Text Amendments do require additional approval by the City Council.

Respectfully Submitted Aaron Decker

Aaron Decker

From: Randall Thompson
Sent: Monday, October 2, 2023 11:30 AM
To: Aaron Decker; Tom Sanders; Carla Beal
Cc: David Moran
Subject: RE: Code Changes for Driveways in Residential Zones

Let me know when this is ready to go to council.

Randall Thompson
 City Attorney
 City of Moberly
 101 West Reed Street
 Moberly, Missouri 65270
 Office: (660) 269-8705
cityattorney@cityofmoberly.com

This electronic mail message contains CONFIDENTIAL information which is (a) ATTORNEY-CLIENT PRIVILEGED COMMUNICATION, WORK PRODUCT, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee(s) named herein. If you are not an Addressee, or the person responsible for delivering this to an Addressee, you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please reply to the sender and take the steps necessary to delete the message completely from your computer system.

NOTICE: All Missouri lawyers are required to notify recipients of e-mail that (1) e-mail is not a secure method of communication, (2) any e-mail sent to you or by you may be copied and held by various computers that it passes through in its route between sender and receiver, and (3) persons not participating in this communication may intercept this message by improperly accessing the computers involved. This e-mail is being sent based on your consent to the use of e-mail. If you decide that future communications should be sent by means other than e-mail, please notify me at once.

From: Aaron Decker <adecker@cityofmoberly.com>
Sent: Monday, October 2, 2023 9:06 AM
To: Tom Sanders <tsanders@cityofmoberly.com>; Randall Thompson <cityattorney@cityofmoberly.com>; Carla Beal <cbeal@cityofmoberly.com>
Cc: David Moran <dmoran@cityofmoberly.com>
Subject: Code Changes for Driveways in Residential Zones

All,

After discussion and research into other communities, the following is a recommendation for changing the language and location of the driveway requirements in our City Code to reflect more modern builds and infill development along with relocating the code so that Board of Variance can be utilized if necessary in the future.

Existing Code:

Section 40-500 Parking.

(b) Definitions. For this section, the term "driveway" means that part of the passage located on private property that provides vehicular ingress and egress to a property fronting on a public street. Driveways shall be constructed of a hard-paved surface in subdivision or other areas were required. Such a driveway shall not exceed the following maximum width:

- 1) property frontage of up to 50 feet the maximum width for one driveway shall be 12 feet.
- 2) property frontage of over 50 feet to 75 feet maximum width one driveway 22 feet.
- 3) property frontage of over 75 feet maximum width 24 feet.

Changes to code:

In section 40-500. Remove the following:

(b) Definitions. For this section, the term "driveway" means that part of the passage located on private property that provides vehicular ingress and egress to a property fronting on a public street. Driveways shall be constructed of a hard-paved surface in subdivision or other areas were required. ~~Such a driveway shall not exceed the following maximum width:~~

~~1) property frontage of up to 50 feet the maximum width for one driveway shall be 12 feet.~~

~~2) property frontage of over 50 feet to 75 feet maximum width one driveway 22 feet.~~

~~3) property frontage of over 75 feet maximum width 24 feet.~~

Insert at end of paragraph: Such Driveways shall not exceed the maximum width allowed in section 46-176.

Insert the following into Chapter 46. Article IV. Section 176

(g) Driveways and Driveway Entrances in Residential Zones. A Driveway in a residential zone connected to a street shall be paved with a hard surfacing and shall have a minimum width of 12 feet. The maximum width for residential driveways connected to a street shall be the lesser of the following:

- 1) 40 percent of the frontage of the property facing that street for access.
- 2) 30 feet in width.

Please review and respond. I will include the new language for Chapter 46 as a text amendment to Planning and Zoning this month.....

Aaron Decker
City of Moberly

**CITY OF MOBERLY, MISSOURI
ZONING & SUBDIVISION TEXT AMENDMENT PERMIT
REASONS FOR DETERMINATION**

Submit Questions To:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only:

Date of Action: October 30, 2023

Action: APPROVAL

ON OCTOBER 30, 20 23, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, DENIAL) OF A TEXT AMENDMENT REQUEST MODIFIED FROM A(N) FORMER TEXT OF REMOVE THE FOOLOWING IN SECTION 40-500: (b) Definitions. For this section, the term "driveway" means that part of the passage located on private property that provides vehicular ingress and egress to a property fronting a public street. Driveways shall be constructed of a hard-paved surface in subdivision or other areas were required. Such a driveway shall not exceed the following maximum width:

- 1) property frontage of up to 50 feet the maximum width for one driveway shall be 12 feet.
- 2) property frontage of over 50 feet to 75 feet maximum width one driveway 22 feet.
- 3) property frontage of over 75 feet maximum width 24 feet.

Insert at end of paragraph: Such Driveways shall not exceed the maximum width allowed in section 46-176..TO A (N) PRESENT TEXT OF Insert the following into Chapter 46. Article IV. Section 176

(g) Driveways and Driveway Entrances in Residential Zones. A Driveway in a residential zone connected to a street shall be paved with a hard surfacing and shall have a minimum width of 12 feet. The maximum width for residential driveways connected to a street shall be the lesser of the following:

- 1) 40 percent of the frontage of the property facing that street for access.
- 2) 30 feet in width.

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE NOVEMBER 6, 2023 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS ZONING & SUBDIVISION TEXT AMENDMENT REQUEST, 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.

CONDITIONS (IF ANY): _____


CHAIRPERSON


ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: #13.
 Department: Community Development
 Date: November 20, 2023

Agenda Item: An Ordinance Authorizing Two Cooperative Agreements For Infill Development With Studio Spillman, A Missouri Limited Liability Company.

Summary: Attached is the proposal that was received on October 31, 2023 for the in-fill housing at 924 Bond St. and 812 W. Reed St. from Studio Spillman. Also attached are the agreement for the properties.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING TWO COOPERATIVE AGREEMENTS FOR INFILL DEVELOPMENT WITH STUDIO SPILLMAN, A MISSOURI LIMITED LIABILITY COMPANY.

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

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

SECTION TWO: Studio Spillman, a Missouri Limited Liability Company, (“Spillman”) has agreed to build residences at 812 W Reed Street, and 924 Bond Street which will comply in all respects with City Codes and development plans.

SECTION THREE: Spillman has negotiated two cooperative agreements with City Staff to develop the addresses listed above for infill development as provided in the attached Cooperative Agreements for Infill Development and said Cooperative Agreements are hereby authorized and the City Manager is hereby authorized to execute said Cooperative Agreements.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 20th day of November, 2023.

ATTEST:

Presiding Officer at Meeting

Cora Woodin, Deputy City Clerk



6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002

Proposed redevelopment:

924 Bond Moberly, MO

We have been building and renovating homes in Mid Missouri for 20 years. Since we have not yet built in Moberly we have applied for a business license and submitted the needed docs. The proposed plan would align in the front with the homes that adjacent to the lot on each side. The front elevations would be done to align with the surrounding historic architecture. Here is an example of the proposed front elevation and floor plan:





6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002



We would remove the flex room, side porch to get to a 85-90' depth. This would still provide a 3 bedroom 2 bath home just under 1,600 sq. feet with a 2 car rear garage.



6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002

We do not own any other property in Moberly, this would be our first venture into Moberly.

If given the opportunity, we would like to start concrete before we get into a deep frost this winter. We would have financing in place 30 days from approval and the build time would be 4 months from start to finish weather permitting.

We would like to sale the home, however if economics conditions prevented a quick sale we would look at owner finance options to help someone become a homeowner or would rent the property until market conditions supported selling the home.

We estimate our sales price to be between \$225-250K. (with materials being a commodity and knowing that we may have some additional cost in site work it is hard to give an exact price at this time)

As mentioned above we have been building homes for 20 years primarily in Columbia, Mo and surrounding suburbs. Here is a link to our website and I will attach some pictures. We are very well versed in everything from starter homes to estate homes exceeding a million dollars. We have also had the privilege of doing very large residential and commercial renovations, with some of them being historic renovations under very tight guidelines. www.studiospillmanhomes.com (previously known as Spillman Homes)

Below is the front elevation of a home built in Coppertone that is on a very narrow lot with a rear garage.

Below is a home on the historic registry we just finished in the town of Arrow Rock. (I can happily provide more pictures if needed) I felt this shows our understanding of preserving the character of a very historic location. The interior picture is the picture of the addition we added while renovating the entire home followed by an exterior pictures.

STUDIO Spillman

6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002



STUDIO Spillman

6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002



STUDIO Spillman

6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002





6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002





6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002

Proposed redevelopment:

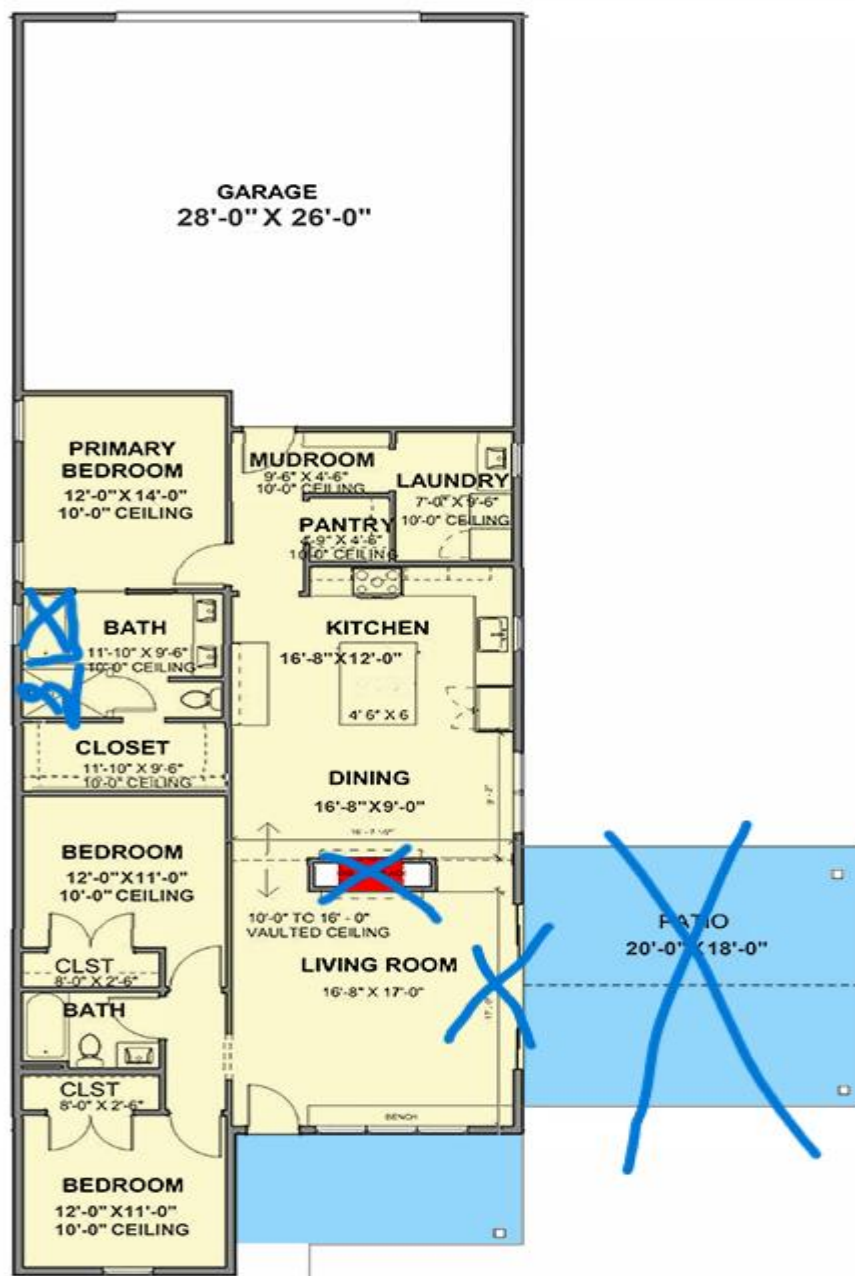
812 W. Reed Moberly, MO

We have been building and renovating homes in Mid Missouri for 20 years. Since we have not yet built in Moberly, we have applied for a business license and submitted the needed docs. The proposed plan would align in the front with the homes that adjacent to the lot on each side. The front elevations would be done to align with the surrounding historic architecture. Here is an example of the proposed front elevation and floor plan:





6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002





6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002

We do not own any other property in Moberly, this would be our first venture into Moberly.

If given the opportunity, we would like to start concrete before we get into a deep frost this winter. We would have financing in place 30 days from approval and the build time would be 4 months from start to finish weather permitting.

We would like to sale the home, however if economic conditions prevented a quick sale we would look at owner finance options to help someone become a homeowner or would rent the property until market conditions supported selling the home.

We estimate our sales price to be between \$225-250K. (with materials being a commodity and knowing that we may have some additional cost in site work it is hard to give an exact price at this time)

As mentioned above we have been building homes for 20 years primarily in Columbia, Mo and surrounding suburbs. Here is a link to our website and I will attach some pictures. We are very well versed in everything from starter homes to estate homes exceeding a million dollars. We have also had the privilege of doing very large residential and commercial renovations, with some of them being historic renovations under very tight guidelines. www.studiospillmanhomes.com (previously known as Spillman Homes)

Below is the front elevation of a home built in Coppertone that is on a very narrow lot with a rear garage.

Below is a home on the historic registry we just finished in the town of Arrow Rock. (I can happily provide more pictures if needed) I felt this shows our understanding of preserving the character of a very historic location. The interior picture is the picture of the addition we added while renovating the entire home followed by an exterior pictures.

STUDIO Spillman

6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002



STUDIO Spillman

6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002



STUDIO Spillman

6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002





6030 N. Locust Grove Church Rd. Columbia, Mo 65202 – Phone (573) 443-2002



COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2023 (the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and SPILLMAN STUDIO, a Missouri Limited Liability Company, having a business office at 6030 N. Locust Grove Church Rd., Columbia, Missouri, 65202 (the "Developer").

RECITALS

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

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

AGREEMENT

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

ARTICLE I.

THE PROPERTY AND CONSTRUCTION

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

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as Lot Two (2), Block Five (5), Barrow's Addition of Moberly, Randolph County, Missouri or more commonly known as 924 Bond St., Moberly, Missouri 65270.

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

ARTICLE II. CONVEYANCE AGREEMENT

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

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

Section 2.3. Events of Closing.

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

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

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

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

ARTICLE III BREACH

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

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

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

ARTICLE IV MISCELLANEOUS PROVISIONS

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

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

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

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

Developer: Spillman Studio
 6030 Locust Grove Church Rd. Columbia, Missouri 65202

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

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

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

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

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

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

CITY OF MOBERLY

By: _____
 Randall Thompson, City Manager

ATTEST:

 City Clerk, MRCC, Shannon Hance

DEVELOPER

By: _____
Developer

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared Randall Thompson, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared _____, to me personally known, who being by me first sworn, did say that he is the Manager/Member of _____, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

Notary Public

My commission expires:

Seal:

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2023 (the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and SPILLMAN STUDIO, a Missouri Limited Liability Company, having a business office at 6030 N. Locust Grove Church Rd., Columbia, Missouri, 65202 (the "Developer").

RECITALS

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

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

AGREEMENT

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

ARTICLE I.

THE PROPERTY AND CONSTRUCTION

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

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as Lot Fifteen (15), Block One (1), Brinkerhoff's 2nd Addition of Moberly, Randolph County, Missouri or more commonly known as 812 W Reed St., Moberly, Missouri 65270.

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

ARTICLE II. CONVEYANCE AGREEMENT

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

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

Section 2.3. Events of Closing.

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

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

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

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

ARTICLE III BREACH

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

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

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

ARTICLE IV MISCELLANEOUS PROVISIONS

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

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

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

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

Developer: Spillman Studio
6030 Locust Grove Church Rd. Columbia, Missouri 65202

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

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

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

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

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

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

CITY OF MOBERLY

By: _____
Randall Thompson, City Manager

ATTEST:

City Clerk, MRCC, Shannon Hance

DEVELOPER

By: _____
Developer

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared Randall Thompson, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared _____, to me personally known, who being by me first sworn, did say that he is the Manager/Member of _____, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

Notary Public

My commission expires:

Seal:

QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 20__ by and between

SPILLMAN STUDIO, GRANTEE

6030 Locust Grove Church Rd., Columbia, MO 65202

County of Boone, State of Missouri, party of the first part and

CITY OF MOBERLY, MISSOURI, A Municipal Corporation, GRANTEE

101 West Reed Street, Moberly, Missouri 65270

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

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, do or does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party or parties of the second part, the following described Real Estate situated in the County of Randolph, and State of Missouri:

Lot Two (2), in Block Five (5) of Barrow's Addition of Moberly, Randolph County, Missouri, more commonly known as 924 Bond Street.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part unto its heirs and assigns forever, so that neither the said parties of the first part nor their heirs nor any other person or persons, for them or in their names or behalf, shall or will hereinafter claim or demand any right or title to the title aforesaid

premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

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

Jeremy Spillman

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

On this _____ day of _____, 2019, before me, the undersigned, a notary in the said County, personally appeared **JEREMY SPILLMAN** to me known to be the persons described herein and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

 Notary Public

My Commission Expires: _____

QUIT-CLAIM DEED

THIS INDENTURE, made on the _____ day of _____, 20__ by and between

SPILLMAN STUDIO, GRANTEE

6030 Locust Grove Church Rd., Columbia, MO 65202

County of Boone, State of Missouri, party of the first part and

CITY OF MOBERLY, MISSOURI, A Municipal Corporation, GRANTEE

101 West Reed Street, Moberly, Missouri 65270

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

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, do or does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party or parties of the second part, the following described Real Estate situated in the County of Randolph, and State of Missouri:

Lot Fifteen (15), in Block One (1) of Brinkerhoff's 2nd Addition of Moberly, Randolph County, Missouri, more commonly known as 812 West Reed Street.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part unto its heirs and assigns forever, so that neither the said parties of the first part nor their heirs nor any other person or persons, for them or in their names or behalf, shall or will hereinafter claim or demand any right or title to the title aforesaid

premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

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

Jeremy Spillman

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this _____ day of _____, 2019, before me, the undersigned, a notary in the said County, personally appeared **JEREMY SPILLMAN** to me known to be the persons described herein and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Notary Public

My Commission Expires: _____

City of Moberly

City Council Agenda Summary

Agenda Number: #14.
Department: Public Works
Date: November 20, 2023

Agenda Item: An Ordinance Authorizing The Mayor To Execute A Missouri Highways And Transportation Commission Transportation Enhancement Funds Program Agreement For Sidewalks On North Morley Street.

Summary: Attached is the agreement with MoDOT for the North Morley Sidewalk.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ENHANCEMENT FUNDS PROGRAM AGREEMENT FOR SIDEWALKS ON NORTH MORLEY STREET.

WHEREAS, the City has qualified for a TAP Grant to install sidewalks and ADA improvements on North Morely Street from Route 24 to North Avenue and adding pedestrian signals at the intersection of Business 63 and Route 24; and

WHEREAS, the TAP Grant provides for a total project cost not to exceed \$498,916.00; and

WHEREAS, attached hereto is a certain Missouri Highway and Transportation Commission Transportation Enhancement Funds Program Agreement which provides for the improvements

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

SECTION ONE: That the City hereby accepts and approves the Missouri Highways and Transportation Commission Transportation Enhancement Funds Program Agreement (the "Agreement") attached hereto.

SECTION TWO: That the Mayor is hereby authorized to execute the Agreement on behalf of the City of Moberly and to take such other and further action as may be required to effectuate the purpose of this Ordinance.

SECTION THREE: That all Ordinances or parts of Ordinances therefore enacted which are in conflict herewith are hereby repealed.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 20th day of November, 2023.

ATTEST:

Presiding Officer at Meeting

Cora Woodin, Deputy City Clerk

APPROVED AS TO FORM:

Randall D. Thompson, City Attorney

CCO Form: FS25
 Approved: 04/95 (MGB)
 Revised: 10/22 (MWH)
 Modified:

CFDA Number: 20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: TAP – ()
 Award Year: FY 2024
 Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 TRANSPORTATION ENHANCEMENTS FUNDS
 PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Moberly (hereinafter, City).

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in the Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location:

Construction of sidewalks and ADA improvements on North Moberly Street from Route 24 to North Avenue. Additionally adding pedestrian signals at the intersection of Business 63 and Route 24.

The general location of the project is shown on the attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that

the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specifications prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by the City. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed four hundred ninety-eight thousand nine hundred sixteen dollars (\$498,916.00). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for

federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission

will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____.

Executed by the Commission this _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City of Moberly

By _____

Title _____

Title _____

ATTEST:

Secretary to the Commission

ATTEST:

By _____

Approved as to Form:

Title _____

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No: _____

Exhibit A - Location of Project

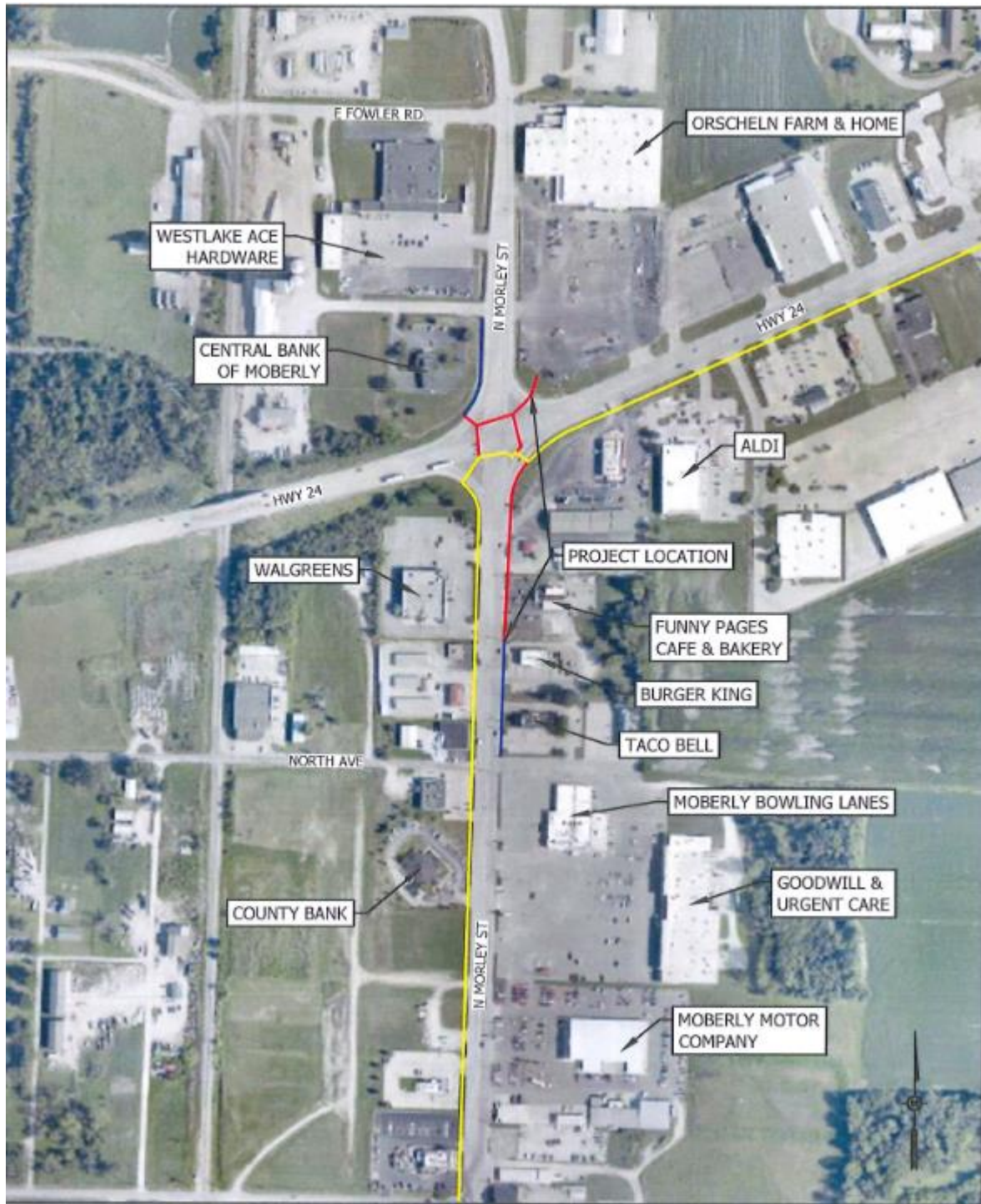


Exhibit B – Project Schedule

Project Description: **TAP ()**

Construction of sidewalks and ADA improvements on North Moberly Street from Route 24 to North Avenue. Additionally adding pedestrian signals at the intersection of Business 63 and Route 24.

| Task | Date |
|---|-------------|
| Date funding is made available or allocated to the recipient | 11/1/2023 |
| Solicitation for Professional Engineering Services (advertised) | 1/1/2024 |
| Engineering Services Contract Approved | 2/1/2024 |
| Preliminary and Right-of-Way Plans Submittal (if Applicable) | 11/1/2024 |
| Plans, Specifications & Estimate (PS&E) Submittal | 5/1/2025 |
| Plans, Specifications & Estimate (PS&E) Approval | 7/1/2025 |
| Advertisement for Letting | 8/1/2025 |
| Bid Opening | 9/1/2025 |
| Construction Contract Award (REQUIRED) | 10/1/2025 |

Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date deliverable is **not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

City of Moberly

City Council Agenda Summary

Agenda Number: #15.

Department: Comm. Dev.

Date: November 20, 2023

Agenda Item: An Ordinance Approving A Cooperative Agreement For Demolition With St. Pius X Church.

Summary: The City of Moberly has a current contract with Holman Excavation for the demolition of five (5) houses in Moberly. St. Pius approached the City about taking out a property they own as part of the work. The City is recommending approving a change order with Holman in the amount of \$7,000 for the demolition of the St. Pius structure. The City would also pay up front for all other associated fees with the demolition and tally all costs. Upon completion, St. Pius would reimburse the City for all costs associated with the demolition and cleanup of their property at 115 S. Clark.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT FOR DEMOLITION WITH ST. PIUS X CHURCH.**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:**

SECTION ONE: Attached hereto is a Cooperative Agreement for Demolition with St. Pius X Church which Agreement will make possible the demolition of nuisance housing without any financial contribution from the City.

SECTION TWO: The City Council hereby approves the Cooperative Agreement and hereby authorizes the City Manager of Moberly to execute said Agreement on behalf of the City.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager to take such other and further action as may be required to accomplish the purposes of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 20th day of November, 2023.

ATTEST:_____
Presiding Officer at Meeting_____
Cora Woodin, Deputy City Clerk

COOPERATIVE AGREEMENT FOR DEMOLITION

THIS COOPERATIVE AGREEMENT FOR DEMOLITION AND SALE OF REAL ESTATE (this "**Agreement**") is made and entered into as of the ____ day of _____ 2023 (the "Effective Date") by and between the **CITY OF MOBERLY, MISSOURI** a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the "**City**") and St. Pius X Church of Moberly, Missouri ("**St. Pius**" and together with the "**City**" the "**Parties**").

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with any private person, firm, association or corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality.

B. St. Pius owns property described as follows:

Lot Five (5) and Lot Six (6) of Block Eight (8) of the Original Town of Moberly, Missouri commonly known as 115 S. Clark Street, Moberly, Missouri (hereinafter the "Property").

C. The Property is burdened with a building (the "building") that St. Pius desires be demolished.

D. City is willing to arrange for and oversee the demolition of the building on the Property according to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. The Project. The City agrees to undertake the demolition of the building contemporaneously with the execution of this Agreement. The demolition contractor will be selected by the City and the City shall advance the costs of the demolition to the contractor upon the successful completion of the demolition. Once the demolition has occurred and the cost of the demolition is known, the City shall invoice St. Pius for the cost of the demolition and St. Pius shall immediately repay the City for the funds advanced by the City for the demolition.

2. St. Pius Representations, Warranties and Covenants. St. Pius covenants and represents that it holds fee simple title to the Property and that no rights of creditors or lienholders, if any, shall be violated or abridged by this Agreement or the demolition of the Property. Further St. Pius warrants that it has the authority to enter into this Agreement and has authority to pay over to the City all funds

necessary to repay the City for the demolition costs. St. Pius agrees that the City shall have a lien against the property until such time as the costs of demolition have been paid to the City. In the event St. Pius fails to reimburse the city for the cost of the demolition the City may execute on its lien and sell the property.

3. City's Representations. The City has entered into a demolition contract with JT Holman Construction ("Holman") to demolish 5 buildings located in Moberly, Missouri. It is estimated that Holman will begin demolitions during the week of November 13 and should take approximately two weeks to complete. The City intends to approve this contract at its November 20, 2023, regular City Council meeting in time for Holman to complete the demolition contemplated herein while Holman is still mobilized in the City of Moberly. The City estimates that the demolition cost for the building will not exceed \$11,000.00; however, St. Pius understands and agrees that if the demolition costs exceeds \$11,000.00 that St. Pius is responsible for the entire costs of demolition.

4. No Waiver of Sovereign Immunity; Limited Public Liability; No Personal Liability. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. The parties hereto agree that in no event shall the City or any of its officials, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to St. Pius or any successor, assign, heir or personal representative of St. Pius in respect of any suit, claim, or cause of action arising out of this Agreement and St. Pius hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to St. Pius or the successors, assigns, heirs or personal representatives of St. Pius in the event of any default or breach by any party under this Agreement.

5. Notices. Any Notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

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

If to St. Pius: Father Joby Thomas
 209 S. Williams St.
 Moberly, Missouri 65270

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

6. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between them and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties and when authorized and approved by the Moberly City Council.

7. Relationship of the Parties; No Third Party Right. Nothing contained in this Agreement nor any act of St. Pius or the City shall be deemed or construed to create a partnership or

agency relationship between the parties, or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

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

9. Binding Effect. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of St. Pius, the City, and their respective successors and permitted assigns.

10. Choice of Law; Venue. This Agreement and its performance shall be governed by and construed by the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suite in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in the Federal District Court for the Eastern District of Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

11. Execution; Counterparts. Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the City and St. Pius have each caused this Agreement to be executed in multiple original counterparts in their respective names and attested to as of the date first above written.

CITY OF MOBERLY, MISSOURI
(the "City")

By: _____
City Manager

ATTEST:

By: _____
Shannon Hance, City Clerk

St. Pius X Church,

By:  _____
Father Joby Parakkacharuvil Thomas

ATTEST:

By:  _____
, Secretary

Carla Beal

From: Tom Sanders
Sent: Monday, November 6, 2023 10:08 AM
To: Randall Thompson
Cc: Aaron Decker; Carla Beal
Subject: St. Pius House Demo

Randall,

Holman gave a price of \$7,000 for demo, probably \$3-\$4K in landfill fees, \$600 in utility disconnects and some cost for Asbestos testing. If they find any asbestos, there will be abatement costs. I would say it will be \$11,000 if landfill volume is light and there is no asbestos.

We should do an asbestos inspection on it soon, see where that stands to give us a better idea of total cost.

Tom

City of Moberly

City Council Agenda Summary

Agenda Number: #16.

Department: Fire

Date: November 20, 2023

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Authorizing The Moberly Fire Department To Make Two Grant Applications Through The Missouri Department Of Public Safety For First Responder Equipment.

Summary: A Request For Approving A Resolution Authorizing The Moberly Fire Department To Submit Two Grant Applications Through The Missouri Department of Public Safety SFY 2024 ARPA SLFRF First Responders Equipment Grant Program (FREG). These grants are both established as 50/50 match grants. The first grant is for purchasing an emergency generator for the second station (or new station) with equipment and installation. The cost of this grant is approximately \$80,000.00, meaning a 50% share to the city would be approximately \$40,000.00. The second grant is for purchasing a breathing air compressor and fill station for the second station (or new station) with equipment and installation. The cost of this grant is approximately \$70,000.00, meaning a 50% share to the city would be approximately \$35,000.00.

Recommended

Action: Approve the Resolution

Fund Name: Grant Match Funds

Account Number: 100.008.5505

Available Budget \$: \$0.00

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING THE MOBERLY FIRE DEPARTMENT TO MAKE TWO GRANT APPLICATIONS THROUGH THE MISSOURI DEPARTMENT OF PUBLIC SAFETY FOR FIRST RESPONDER EQUIPMENT.

WHEREAS, the Moberly Fire Department seeks authority to make two 50/50 grant applications through the Missouri Department of Public Safety SFY 2024 ARPA SLFRF First Responders Equipment Grant program; and

WHEREAS, the first grant application will be for the purchase of an emergency generator for the second or new fire station with installation at a cost of approximately \$80,000.00; and

WHEREAS, the second grant application will be for the purchase of a breathing compressor and fill station for the second or new fire station with installation at an approximate cost of \$65,000.00; and

WHEREAS, City staff requests authority to prepare and submit the grant applications.

NOW, THEREFORE, BE IT RESOLVED this 20th day of November, 2023, by the City Council for the City of Moberly, Missouri, that City Staff is to prepare and submit applications for grant funding described herein and further that the City Manager is hereby authorized to take such other and further action necessary to accomplish the purpose of this Resolution.

Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy City Clerk

| Moberly Fire - Emergency Generator | |
|------------------------------------|----------------|
| Vendor | Quoted Pricing |
| Power Services Company LLC | \$73,590.42 |
| Seal Power Services | \$74,215.00 |
| | |
| | |

The Fire Department recommends going with the low bid from Power Services Company, LLC

POWER SERVICES COMPANY, LLC

2506 E 1650th St
Mendon, IL 62351

**Estimate**

| Date | Estimate # |
|------------|------------|
| 11/13/2023 | 167303 |

Name / Address

Don Ryan

Office (217) 696-2536

Fax (217) 938-4102

powerservices@adams.net

| | | | Project |
|-----|--|-------------------------|-----------|
| Qty | Description | Rate | Total |
| | Email: ryand@moberlyfd.com Phone: 319-750-2591 Project Moberly Fire Station | | |
| 1 | New Cummins 100KW Diesel Commercial Generator, 3 Phase, 120/208V, Weather Enclosure, 24 Hour Sub Base Tank, Coolant Heater, Battery Charger, Digital Monitor. 2 Year Bumper to Bumper Warranty. | 36,850.00 | 36,850.00 |
| 1 | ASCO 600 Amp Commercial Automatic Transfer Switch, 3 Phase, 4 Pole, 120/208V, Service Entrance Rated, Nema 3R, 2 Year Bumper to Bumper Warranty | 15,250.00 | 15,250.00 |
| 1 | Startup and warranty validation on Gen and ATS with 2 yr parts and labor warranty. We go through all programming, Set monitors and controls on Generator, Set dip switches, exerciser and programming on ATS, Perform transfer from utility to emergency and back and exercise program. Verify all engine controls and alternator functions. Land remote start contacts in the ATS and Gen monitoring system. Drive time and mileage included in the Startup price. | 1,000.00 | 1,000.00 |
| 2 | Battery, Interstate Commercial/Industrial 800 - 1000 CC AMP, 2 yr full replacement warranty. | 245.21 | 490.42 |
| 1 | Full Installation Cost This is An Estimated Cost We Will Need to See the Site to Get a Firm Quote For Installation. | 20,000.00 | 20,000.00 |
| | | Subtotal | |
| | | Sales Tax (6.5%) | |
| | | Total | |

POWER SERVICES COMPANY, LLC

2506 E 1650th St
Mendon, IL 62351

**Estimate**

| Date | Estimate # |
|------------|------------|
| 11/13/2023 | 167303 |

Name / Address

Don Ryan

Office (217) 696-2536

Fax (217) 938-4102

powerservices@adams.net

| | | | Project |
|-----|--|-------------------------|-------------|
| Qty | Description | Rate | Total |
| | <p>The Generator Has a Lead Time of 34 Weeks. The ATS Has A Lead Time of 40 to 42 Weeks.</p> <p>Quote is Valid for 30 Days</p> <p>This Price Does Not Include Fuel.</p> <p>This Price Includes Shipping/Delivery</p> <p>Customer Must Have Equipment to Offload at the Time of Delivery.</p> <p>Please send a signed copy of this estimate along with 50% deposit to place the order.</p> <p>Signed _____</p> <p>Date _____</p> <p>Check # _____</p> <p>Amount _____</p> | | |
| | | Subtotal | \$73,590.42 |
| | | Sales Tax (6.5%) | \$0.00 |
| | | Total | \$73,590.42 |

SEAL Power Services

18974 Audrain Road 937
Mexico, MO 65265 US
+1 5739753073
sealpowerservices@gmail.com



Estimate

ADDRESS
Moberly Fire

ESTIMATE 1153
DATE 11/07/2023

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------|----------|---------------------------------------|-----|-----------|-----------|
| | A063P977 | C100D6 | 1 | 34,555.00 | 34,555.00 |
| | Q173119 | OTEC 600 4P Non SE | 1 | 14,800.00 | 14,800.00 |
| | Install | install, materials, contractors, etc. | 1 | 24,500.00 | 24,500.00 |
| | 31P | GROUP 31 BATTERY | 2 | 180.00 | 360.00 |

Estimate for 100 kW Cummins generator with diesel fuel tank, includes 600 amp non service entrance transfer switch and installation.

| | |
|----------|-------------|
| SUBTOTAL | 74,215.00 |
| TAX | 0.00 |
| TOTAL | \$74,215.00 |

Accepted By

Accepted Date

| Moberly Fire - Breathing Air Compressor & Fill Station | |
|--|----------------|
| Vendor | Quoted Pricing |
| Midwest Breathing Air, LLC | \$57,911.40 |
| Heiman Fire Equipment | \$48,500.00 |
| Dinges Fire Company | \$67,592.00 |
| Feld Fire | \$50,686.61 |

Midwest Breathing Air L.L.C.
 25854 Garland St
 Morning Sun, IA 52640

Web Site: www.midwestbreathingair.com
 E-mail: mindyfrench@midwestbreathin...
 Phone #: 800-517-6455



Quotation

| Date | Proposal # |
|------------|------------|
| 11/14/2023 | 13994 |

BILL TO:

Moberly Fire Department
 310 N.Clark
 Moberly, MO 65270

SHIP TO:

Moberly Fire Department
 310 N.Clark
 Moberly, MO 65270

| Terms | P.O. No. |
|-------------------------|-----------|
| Net 30 | |
| Unit Price | Total |
| 46,281.00 | 46,281.00 |
| Subtotal | |
| Sales Tax (7.0%) | |
| Total | |

| Item | Description | Qty | Unit Price | Total |
|--|---|-----|-------------------------|-----------|
| T4A10M F3 240v | Estimate for complete Breathing Air Systems TalonBAC Eagle Compressor -Three Phase 240v -10 horsepower motor -14 cfm charging rate -6000 psi -Four Stage -Standard 50LC035 Purification System -Standard Motor Control System with air switch, auto start/stop, Hi Air temp shutdown switch, Low Oil shutdown switch, Mag starter and Overload relay -Standard Instrumentation Panel to include: - Illuminated control panel - Stage & final pressure gauges - Hourmeter - Final stage temperature gauge - Illuminated On/Off switch - Normal pressure shutdown light - Purge cycle indicator light & test switch - High Air Temp shutdown light - Low oil shutdown light - "Door Ajar" shutdown light - General Fault shutdown light - Emergency stop button - 5.5 air pressure switch-auto start/stop 71"H x 34.5"W x 44"D 1750 lbs | 1 | 46,281.00 | 46,281.00 |
| There is no compromise for Quality Breathing Air | | | Subtotal | |
| | | | Sales Tax (7.0%) | |
| | | | Total | |

Customer Acceptance _____ Date _____ PO# _____

Midwest Breathing Air L.L.C.
 25854 Garland St
 Morning Sun, IA 52640

Web Site: www.midwestbreathingair.com
 E-mail: mindyfrench@midwestbreathin...
 Phone #: 800-517-6455



Quotation

| Date | Proposal # |
|------------|------------|
| 11/14/2023 | 13994 |

BILL TO:

Moberly Fire Department
 310 N.Clark
 Moberly, MO 65270

SHIP TO:

Moberly Fire Department
 310 N.Clark
 Moberly, MO 65270

| Terms | P.O. No. |
|--------|----------|
| Net 30 | |

| Item | Description | Qty | Unit Price | Total |
|--|---|-----|-------------------------|-----------|
| COMS | Electronic CO monitor w/ Calibration Kit | 1 | 4,769.00 | 4,769.00 |
| MBAS8fhose per f... | HP 3/16" Paraflex hose 8 foot w/ 2 female ends, 6000 working/24000 burst | 1 | 115.34 | 115.34 |
| SSX2C4 | Safestation Containment Fill Station **UL Certified to contain 5500 psi SCBAs** - Two cylinders SCUBA/SCBA fill unit - Vertical integral fill control panel - Pneumatic safety interlock - Safety relief valve - AirLock loading door control - Two Fill whips with adapter & valve - On panel whip bleed valve - Inlet air pressure gauge - 0-6000 psi adjustable regulator - Regulator outlet gauge - Storage fill/bypass valve - SCBA cylinder fill valve & gauge - Auxiliary outlet, valve & fitting - 4-Bank/2-valve cascade controls 75"H x 37.5"W x 34"D | 1 | 11,719.00 | 11,719.00 |
| SHP586C | ISO/UN 6000 psi cylinder | 4 | 1,484.25 | 5,937.00 |
| N-702 | CGA 702 6000psi Reg inlet nut | 4 | 44.90 | 179.60 |
| NP-843 | Inlet Nipple 702 Brass 6000 PSI | 4 | 39.99 | 159.96 |
| MBAS4fhose per f... | HP 3/16" Paraflex hose 4 foot w/ 2 female ends, 6000 working/24000 burst | 4 | 67.62 | 270.48 |
| 2404-4-4 | Male Connector | 4 | 12.85 | 51.40 |
| Freight | Freight | 1 | 1,200.00 | 1,200.00 |
| There is no compromise for Quality Breathing Air | | | Subtotal | |
| | | | Sales Tax (7.0%) | |
| | | | Total | |

Customer Acceptance _____ Date _____ PO# _____

Midwest Breathing Air L.L.C.
 25854 Garland St
 Morning Sun, IA 52640

Web Site: www.midwestbreathingair.com
 E-mail: mindyfrench@midwestbreathin...
 Phone #: 800-517-6455



Quotation

| Date | Proposal # |
|------------|------------|
| 11/14/2023 | 13994 |

BILL TO:

Moberly Fire Department
 310 N.Clark
 Moberly, MO 65270

SHIP TO:

Moberly Fire Department
 310 N.Clark
 Moberly, MO 65270

| Terms | P.O. No. |
|--------------------------------|-----------|
| Net 30 | |
| Unit Price | Total |
| 0.00 | 0.00 |
| 0.00 | 0.00 |
| -9,069.47 | -9,069.47 |
| Subtotal \$61,613.31 | |
| Sales Tax (7.0%) \$0.00 | |
| Total \$61,613.31 | |

Customer Acceptance _____ Date _____ PO# _____



Heiman Fire Equipment Inc.

2320 N. W. Blvd.
Ashton, Iowa 51232-7096
(712) 724-6212 Fax (712) 724-6474

ESTIMATE

Customer

Name Moberly Fire Dept
Address 310 N. Clark St
City Moberly State MO ZIP 65270
Phone Don Ryan 660-269-8705 ryand@moberlyfd.com

Date 11/15/2023

Customer # 5007

Rep Les Hinnen

PO #

| Qty | Description | Unit Price | TOTAL |
|-----|--|-------------|-------------|
| 1 | Compressor, single or three phase 7.5HP, 230 volts NFPA 2 position all in one fill containment station (4) ISO 6000 PSI bottles w/plumbing | \$29,995.00 | \$29,995.00 |
| | Estimate for grant application only | | |

Payment Details

- ☐ ORDER
☐ INVOICE
☒ ESTIMATE

Les Hinnen

660-973-1189

Chillicothe, MO 64601

| | |
|---------------------|--------------------|
| SubTotal | \$46,500.00 |
| Shipping & Handling | \$2,000.00 |
| Taxes | |
| TOTAL | \$48,500.00 |

Office Use Only



Dinges Fire Company

243 E Main St.
Amboy, IL 61310
Phone: 815.857.2000
www.DingesFire.com

Bill To:

Moberly Fire Department (Moberly, MO)
C/O: Chief Don Ryan
101 West Reed Street
Moberly, MO 65270

Ship To:

| Quantity | Item | Description | Price | Total |
|----------|-------------------------|---|-------------|-------------|
| 1 | Stallion-CEN2-4-103CCG2 | CENTAUR 2-4 10 HP 230/3/60 VAC. 13 CFM - 6000 psi - 4 Stage 4 Cylinder - Pressure Lubricated with all Standard Features. STATIONARY TWO POSTION CONTAINMENT FILL STATION, ACCEPTS SCBA AND SCUBA CYLINDERS 80 CU FT COMPLETE WITH REGULATOR, SHUT OFF VALVE AND SCBA GAUGE. INDIVIDUAL SHUTOFF VALVE FOR EACH POINT OF FILL. OPTIONAL BANK FEATURES AVAILABLE. (Storage Capacity is 4 Cylinders. ASME or ISO) | \$43,849.00 | \$43,849.00 |
| 1 | Stallion-COM | INTERGRATED CARBON MONOXIDE MONITOR FITS, CENTAUR2 / CENTAUR2-4 / CENTAUR3 / ENBARR / GIDRAN / PERCHERON / PEGASUS / SAT | \$3,180.00 | \$3,180.00 |
| 1 | Stallion-CEN-4BK | AIR CONTROL PANEL, FOUR BANK CASCADE CONTROL | \$2,430.00 | \$2,430.00 |
| 1 | Stallion-CEN-AFG3-4BK | 4 BANK AUTO FILL SYSTEM | \$8,669.00 | \$8,669.00 |
| 1 | Stallion-6000I4C | 4 BOTTLE ISO CASCADE STORAGE | \$9,464.00 | \$9,464.00 |

| | | |
|--|------------------|-------------|
| * Sales tax will be applied to customers who have not provided a tax exempt certificate. | Sub Total | \$67,592.00 |
| * Quote Created on 01/27/2023. Pricing valid for no more than 30 days, unless noted otherwise. | Shipping | TBD |
| * Financing options may be available. Please contact your sales rep for more information and a | Total | \$67,592.00 |

payment estimate.

This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.

Notes:

*** Set up and Training Included ***

*** Freight Est. \$2500.00 ***

*** Electrical hook up needs to be performed by a certified tech according to local codes ***

*** Made in USA ***

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: November 20, 2023

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Accepting A Missouri Department Of Public Safety Grant Award For Counter Terrorism Officer Equipment.

Summary: Police Department SWAT Team's heavy body armor has reached the end of the manufacturer's warranty and needs to be replaced. The Moberly Police Department participates in the Missouri Counter Terrorism Officer training program, and that officer qualifies to apply for the FY2023 SHSP CTO equipment grant to replace his out of warranty heavy tactical vest, update ballistic helmet and protective respirator. The Missouri Department of Public Safety has awarded this grant to the Moberly Police Department, but funding for this grant has not been released yet.

Recommended Action Please approve the request.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Lucas** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, ACCEPTING A
MISSOURI DEPARTMENT OF PUBLIC SAFETY GRANT AWARD FOR COUNTER
TERRORISM OFFICER EQUIPMENT.**

WHEREAS, the Moberly Police Department applied for and received a SHSP Counter Terrorism Officer Equipment Grant Award in the amount of \$4,238.00; and

WHEREAS, this award requires the execution of an Subaward Agreement (Subaward Agreement Award #EMW-2023-SS-00085-65) which must be executed by the Mayor; and

WHEREAS, City staff recommends the acceptance of this award.

NOW, THEREFORE, BE IT RESOLVED this 20th day of November, 2023, by the City of Moberly, Missouri, that the described award is accepted and the Mayor of Moberly, Missouri is hereby authorized to execute and submit the Award Agreement on behalf of the City.

Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy City Clerk

MICHAEL L. PARSON
Governor

SANDRA K. KARSTEN
Director



Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: 573-751-4905
Fax: 573-751-5399

#17.

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

November 1, 2023

Mr. Tim Brubaker, Mayor
Moberly Police Department
300 N. Clark St.
Moberly, MO 65270

RE: FY 2023 State Homeland Security Program (SHSP) Counter Terrorism Officer (CTO) Equipment Grant
Award #EMW-2023-SS-00085-65

Dear Mr. Brubaker:

Thank you for your recent application submission to the FY 2023 State Homeland Security Program (SHSP) Counter Terrorism Officer (CTO) Equipment Grant. Your application has been selected for funding in the amount of \$4,238.00.

Enclosed is the FY 2023 SHSP CTO Equipment Grant Subaward Agreement for Moberly Police Department. The Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS) asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions you are certifying your acceptance of the award conditions. Once signed and initialed, please return the documents to our office no later than December 1, 2023.

The project period of performance for this award begins September 1, 2023 and ends August 31, 2024.

A risk assessment for this award was completed in accordance with requirements from 2 CFR 200.332. Moberly Police Department received a total score of four (4), which classifies the agency as a low risk subrecipient of noncompliance with the FY 2023 SHSP CTO Equipment Grant.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Maggie Glick at (573) 526-3510 or Maggie.Glick@dps.mo.gov.

Sincerely,

A handwritten signature in black ink that reads "Joni McCarter".

Joni McCarter, Program Manager
Missouri Department of Public Safety
Office of Homeland Security

Attachment(s): Subaward Agreement
Articles of Agreement/Special Conditions



Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-522-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

| | | | |
|---|---|--|---|
| SUBRECIPIENT NAME Moberly Police Department | | DATE 11/01/2023 | |
| ADDRESS 300 N. Clark St. | | FEDERAL IDENTIFICATION NUMBER EMW-2023-SS-00085 | OHS CONTROL NUMBER 65 |
| CITY Moberly | | STATE MO | ZIP CODE 65270 |
| TOTAL AMOUNT OF THE FEDERAL AWARD \$4,238.00 | | AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$4,238.00 | |
| TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$4,238.00 | | TOTAL APPROVED COST SHARING OR MATCHING \$0.00 | |
| PROJECT PERIOD FROM 09/01/2023 | PROJECT PERIOD TO 08/31/2025 | FEDERAL AWARD DATE 09/01/2023 | |
| PROJECT TITLE FY23 - SHSP CTO - Moberly Police Department | | FUNDED BY FY 2023 Homeland Security Grant Program | |
| FEDERAL AWARDOING AGENCY Department of Homeland Security | PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security | IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT |
| CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067 | | METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement | |

CONTACT INFORMATION

| DPS GRANT SPECIALIST | SUBRECIPIENT PROJECT DIRECTOR | |
|---|---|---------------------------------------|
| NAME Maggie Glick | NAME Adam Swon, Officer | |
| E-MAIL ADDRESS Maggie.Glick@dps.mo.gov | ADDRESS (If different from above) 300 N. Clark St. | |
| TELEPHONE (573) 526-3510 | CITY, STATE AND ZIP CODE Moberly, MO 65270 | |
| PROGRAM MANAGER Joni McCarter | TELEPHONE 660-263-0346 | E-MAIL ADDRESS aswon@moberlypd.com |

SUMMARY DESCRIPTION OF PROJECT

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. These funds are dedicated towards equipment purchases for agency's employing a member of the Missouri Office of Homeland Security Counter Terrorism Officer Program. Counter Terrorism Officers are specially trained officers of local law enforcement agencies that provide a level of expertise to their agency and community with regards to terrorism prevention, response, and mitigation.

AWARDING AGENCY APPROVAL

| | |
|---|------|
| TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director | |
| SIGNATURE OF APPROVING DPS OFFICIAL | DATE |

SUBRECIPIENT AUTHORIZED OFFICIAL

| | |
|---|------|
| TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Tim Brubaker, Mayor | |
| SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL | DATE |

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

TABLE OF CONTENTS

| | |
|-----------------|---|
| Article I | Summary Description of Award |
| Article II | DHS Standard Terms and Conditions Generally |
| Article III | Assurances, Administrative Requirements, Cost Principles, Representations and Certifications |
| Article IV | General Acknowledgements and Assurances |
| Article V | Acknowledgement of Federal Funding from DHS |
| Article VI | Activities Conducted Abroad |
| Article VII | Age Discrimination Act of 1975 |
| Article VIII | Americans with Disabilities Act of 1990 |
| Article IX | Best Practices for Collection and Use of Personally Identifiable Information (PII) |
| Article X | Civil Rights Act of 1964 – Title VI |
| Article XI | Civil Rights Act of 1968 |
| Article XII | Copyright |
| Article XIII | Debarment and Suspension |
| Article XIV | Drug-Free Workplace Regulations |
| Article XV | Duplication of Benefits |
| Article XVI | Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX |
| Article XVII | E.O. 14074 – Advancing Effective, Accountable Policing & Criminal Justice Practices to Enhance Public Trust and Public Safety |
| Article XVIII | Energy Policy and Conservation Act |
| Article XIX | False Claims Act and Program Fraud Civil Remedies |
| Article XX | Federal Debt Status |
| Article XXI | Federal Leadership on Reducing Text Messaging while Driving |
| Article XXII | Fly America Act of 1974 |
| Article XXIII | Hotel and Motel Fire Safety Act of 1990 |
| Article XXIV | John S. McCain National Defense Authorization Act of Fiscal Year 2019 |
| Article XXV | Limited English Proficiency (Civil Rights Act of 1964, Title VI) |
| Article XXVI | Lobbying Prohibitions |
| Article XXVII | National Environmental Policy Act |
| Article XXVIII | Nondiscrimination in Matters Pertaining to Faith-Based Organizations |
| Article XXIX | Non-Supplanting Requirement |
| Article XXX | Notice of Funding Opportunity Requirements |
| Article XXXI | Patents and Intellectual Property Rights |
| Article XXXII | Procurement of Recovered Materials |
| Article XXXIII | Rehabilitation Act of 1973 |
| Article XXXIV | Reporting of Matters Related to Recipient Integrity and Performance |
| Article XXXV | Reporting Subawards and Executive Compensation |
| Article XXXVI | Required Use of American Iron, Steel, Manufactured Products, and Construction Materials |
| Article XXXVII | SAFECOM |
| Article XXXVIII | Terrorist Financing |
| Article XXXIX | Trafficking Victims Protection Act of 2000 (TVPA) |
| Article XL | Universal Identifier and System of Award Management |
| Article XLI | USA PATRIOT Act of 2001 |
| Article XLII | Use of DHS Seal, Logo, and Flags |
| Article XLIII | Whistleblower Protection Act |
| Article XLIV | Environmental Planning and Historic Preservation (EHP) Review |
| Article XLV | Disposition of Equipment Acquired Under the Federal Award |
| Article XLVI | Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific |
| Article XLVII | Special Conditions |

AUTHORIZED OFFICIAL INITIALS

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

Article I – Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II – DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article III – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS/DPS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

II. By accepting this agreement the subrecipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the subrecipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV – General Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS/DPS/OHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/DPS/OHS.
2. Subrecipients must give DHS/DPS/OHS access to examine and copy records, accounts and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS/DPS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Article V – Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article VI – Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VIII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IX – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X – Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI – Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII – Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV – Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XV – Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVI – Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

Article XVII – E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Subrecipient State or local law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Subrecipient State or local law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XVIII – Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XIX – False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XX – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXI– Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the Federal Government.

Article XXII – Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIII – Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIV – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Subrecipients, their contractors, and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS subrecipients, their contractors, and subcontractors –

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXV – Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVI – Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII – National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 43 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIX – Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

Article XXX – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXXI – Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXII – Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIII – Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIV – Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XXXVI – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Subrecipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Subrecipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

1. All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desk, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- a. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 1. Applying the domestic content procurement preference would be inconsistent with public interest;
 2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

There may be instances where an award qualifies, in whole, or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure.

The awarding Component may provide specific instructions to subrecipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Subrecipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act.

Article XXXVII – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVIII – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIX – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000, (TVPA) (codified as amended by 22 U.S.C. section 7104). The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XL – Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLI – USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLII – Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

Article XLIII – Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIV – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLV – Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award, state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI – Missouri Department of Public Safety (DPS) Office of Homeland Security (OHS), Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of the Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.

5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to DPS/OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the DPS/OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS Administrative Guide for Homeland Security Grants, as well as the Information Bulletins released by DPS/OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

11. In the event DPS/OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from DPS/OHS is required prior to making any change to the OHS approved budget for this award.
13. To submit Grant Status Reports to DPS/OHS by the due dates of July 10 and January 10 throughout the grant period, which must include the status updates of the milestones achieved. Final Status Reports are due to DPS/OHS within 45 days after the end of the project period.
14. All items that meet the DPS/OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the DPS/OHS prior to the start of any project.
16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires DPS/OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the DPS/OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source over \$10,000.00 must have prior approval from the DPS/OHS.
19. Subrecipient is required to complete the 2023 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2023 NCSR will be open October 1, 2023 and must be completed by each subrecipient no later than December 31, 2023.

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

20. Subrecipients that contract with and utilize WebEOC Emergency Management Software – Juvare, must fully fuse and maintain an active connection with Missouri's State Emergency Management Agency (SEMA). This setup will allow for a more efficient resource response to Missouri communities during an emergency incident as well as allow emergency personnel to monitor events that may impact their community during an extended event. Fusion of other WebEOC accounts in Missouri will also assist in streamlining resource requests by reducing redundant entry in a local WebEOC account and then once again in the Missouri WebEOC account should the request not be able to be filled locally. Redundant data entry during an emergency can lead to time loss, data entry errors and omission of important details. This required setup will also allow SEMA Emergency Service Function (ESF) partners to monitor the use of resources throughout the state for Mutual aid needs.
21. Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
- a. National Incident-Based Reporting System (NIBRS), formerly Uniform Crime Reporting (UCR):
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.505 RSMo which states each law enforcement agency is required to submit crime incident reports to the Department of Public Safety on forms or in the format prescribed by the department, and submit any other crime incident information which may be required by the Department of Public Safety. Law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 43.505 RSMo for the duration of the grant period of performance.
 - b. Vehicle Stops:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
 - c. Police Use of Force Transparency Act of 2021:
Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.1268 RSMo relating to use of force incidents reporting standards and procedures, and publication of report data, analysis report. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the prior twelve month period. The subrecipient must remain compliant with Section 590.1268 for the duration of the grant period of performance.
 - d. Federal Equitable Sharing Funds:
Subrecipients that are a law enforcement, assure its agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

e. Intoxication-Related Traffic Offenses:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 43.544 RSMo relating to forwarding intoxication-related offenses and has adopted a written policy to forward arrest information for all intoxication-related offenses to the central repository as required by Section 43.503 RSMo.

f. Rap Back Program Participation:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.030 RSMo. The law enforcement agency shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and will continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

g. Custodial Interrogations:

Subrecipients that are a law enforcement agency, assure its agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

h. Body Armor:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that funds may be used to purchase body armor. Further, the subrecipient understands that body armor purchased with HSGP funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be "uniquely fitted vests". In addition, body armor purchased with must be made in the United States.

i. Body Armor Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written "mandatory wear" policy in effect. The subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of claim submission.

j. Body-Worn Camera Policy:

The subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of claim submission.

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

22. Fire protection agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.
- a. Fire Department Registration:
The subrecipient assures, where the project agency is a fire protection district, fire department, or volunteer fire protection association as defined in Section 320.300 RSMo, its agency is in compliance with Section 320.271 RSMo by completing and filing with the state fire marshal within 60 days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.
- b. Turnout Gear Maintenance Policy:
The subrecipient understands, if monies are requested and awarded for the purchase of turnout gear, the fire protection agency must have a policy to document cleaning and maintenance processes and procedures for turnout gear. The subrecipient will be required to forward a copy of such policy(s) and procedure(s) to the Missouri Department of Public Safety at the time of claim submission.
23. Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:
- LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
 - Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
 - Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
 - Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
 - Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
 - Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.
 - If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

| | | |
|---|---|------|
| GRANT PROGRAM FY 2023 State Homeland Security Program | SUBRECIPIENT Moberly Police Department | #17. |
| AWARD NUMBER EMW-2023-SS-00085-65 | DATE 11/01/2023 | |
| SUBAWARD AGREEMENT ARTICLES OF AGREEMENT | | |

Article XLVII – Special Conditions

1. The subrecipient agency must attend and complete the FY 2023 State Homeland Security Program (SHSP) Counter Terrorism Officer (CTO) Equipment Grant Compliance Workshop. No claims will be reimbursed by the OHS until a member of the subrecipient agency has completed the Compliance Workshop.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#18.

Department: City Clerk

Date: November 20, 2023

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

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

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN NOVEMBER 3, 2023, AND NOVEMBER 16, 2023, IN THE AMOUNT OF \$469,086.14.

WHEREAS, the funds are to be disbursed as follows:

| | | |
|--|-----------|-------------------|
| General Fund | \$ | 144,257.65 |
| Payroll Fund | \$ | 4,413.53 |
| Solid Waste Fund | \$ | 76,005.26 |
| Heritage Hills Golf Course Fund | \$ | 3,834.00 |
| Parks and Recreation Fund | \$ | 23,578.42 |
| Airport Fund | \$ | 25,337.01 |
| Perpetual Care Cemetery Sales Fund | \$ | 27.00 |
| Utilities Collection Fund | \$ | 3,062.88 |
| Utilities Operating & Maintenance Fund | \$ | 112,540.46 |
| Utilities Op Reserve Fund | \$ | 5,869.43 |
| 2021 EDA Grant Projects Fund | \$ | 7,379.50 |
| Emergency Telephone Fund | \$ | 8,983.35 |
| Transportation Trust Fund | \$ | 31,890.36 |
| Street Improvement Fund | \$ | 4,395.53 |
| Ameren MO Solar Rebates Fund | \$ | 1,719.49 |
| Solar Systems Settlement Fund | \$ | 3,910.33 |
| Downtown CID Sales Tax Fund | \$ | 11,881.94 |
| Total: | \$ | 469,086.14 |

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

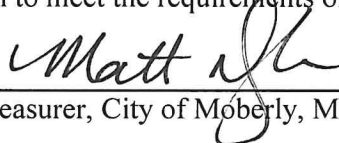
RESOLVED the 20th day of November 2023 by the Council of the City Of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Cora Woodin, Deputy 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 |
|--------------|------------------|---------------|-----------------------------------|-----------|
| 0 | 11/14/2023 | 10060 | BANKCARD SERVICES | 16,947.87 |
| 0 | 11/14/2023 | 10365 | MOBERLY SOLAR LLC | 15,660.16 |
| 0 | 11/14/2023 | 10559 | WEX BANK | 17,842.96 |
| 0 | 11/16/2023 | 10169 | ENTERPRISE FLEET MANAGEMENT TRUST | 19,032.99 |
| 94932 | 11/07/2023 | 10770 | MORAN, DAVID | 135.00- V |
| 95077 | 11/13/2023 | 10027 | AMAZON CAPITAL SERVICES | 11.08 |
| 95078 | 11/13/2023 | 10028 | AMEREN MISSOURI | 49.60 |
| 95079 | 11/13/2023 | 10028 | AMEREN MISSOURI | 25.77 |
| 95080 | 11/13/2023 | 10044 | AT&T 5001 | 1,702.82 |
| 95081 | 11/13/2023 | 10045 | AT&T 5011 | 1,074.70 |
| 95082 | 11/13/2023 | 10087 | BRENDLINGER ENTERPRISES INC | 10.00 |
| 95083 | 11/13/2023 | 10775 | BUDINGEN GROUP LLC | 5,000.00 |
| 95084 | 11/13/2023 | 10758 | BYRNE PELOFSKY & ASSOCIATES LLC | 9,500.00 |
| 95085 | 11/13/2023 | 10098 | CAPITAL ONE | 897.74 |
| 95086 | 11/13/2023 | 10534 | COGENT INC | 1,120.00 |
| 95087 | 11/13/2023 | 10138 | CUNNINGHAM VOGEL & ROST PC | 11,837.54 |
| 95088 | 11/13/2023 | 10176 | FASTENAL COMPANY | 606.28 |
| 95089 | 11/13/2023 | 10213 | H & H HEALTH ASSOCIATES INC | 5,318.40 |
| 95090 | 11/13/2023 | 10214 | HACH COMPANY | 673.00 |
| 95091 | 11/13/2023 | 96163 | HARRIS COMPUTER SYSTEMS | 724.80 |
| 95092 | 11/13/2023 | 10256 | JEFFRIES ELECTRICAL SERVICE INC | 320.00 |
| 95093 | 11/13/2023 | 10273 | LAUBER MUNICIPAL LAW LLC | 559.00 |
| 95094 | 11/13/2023 | 10289 | MACON ELECTRIC COOPERATIVE | 42.88 |
| 95095 | 11/13/2023 | 10315 | MFA INCORPORATED | 509.45 |
| 95096 | 11/13/2023 | 10631 | MIDWAY HAULING | 1,140.74 |
| 95097 | 11/13/2023 | 10361 | MOBERLY LUMBER INC | 1,661.15 |
| 95098 | 11/13/2023 | 10770 | MORAN, DAVID | 135.00 |
| 95099 | 11/13/2023 | 10760 | OWENS, DANNY | 200.00 |
| 95100 | 11/13/2023 | 10410 | PRO PUMPING & HYDROJETTING LLC | 1,170.00 |
| 95101 | 11/13/2023 | 10459 | SCHULTE SUPPLY INC | 499.15 |
| 95102 | 11/13/2023 | 10476 | SOCKET | 3,892.30 |
| 95103 | 11/13/2023 | 10501 | THOMAS HILL PUBLIC WATER SUPPLY | 105.71 |
| 95104 | 11/13/2023 | 10607 | T-MOBILE | 1,697.41 |
| 95105 | 11/16/2023 | 10013 | ABAN PEST CONTROL INC | 215.00 |
| 95106 | 11/16/2023 | 93957 | ACE PIPE CLEANING INC | 5,552.14 |
| 95107 | 11/16/2023 | 10015 | ADVANCED TURF SOLUTIONS | 384.00 |
| 95108 | 11/16/2023 | 10018 | AFLAC GROUP INSURANCE | 1,036.03 |
| 95109 | 11/16/2023 | 10027 | AMAZON CAPITAL SERVICES | 2,004.37 |
| 95110 | 11/16/2023 | 10776 | AMERICAN ESOTERIC LABORATORIES | 2,661.00 |
| 95111 | 11/16/2023 | 10033 | AQUA AEROBIC SYSTEMS INC | 71.16 |
| 95112 | 11/16/2023 | 10036 | ARISTA INFORMATION SYSTEMS INC | 3,472.28 |
| 95113 | 11/16/2023 | 10040 | ARROW ENERGY INC | 24,282.28 |
| 95114 | 11/16/2023 | 10044 | AT&T 5001 | 1,264.05 |
| 95115 | 11/16/2023 | 10044 | AT&T 5001 | 4,079.13 |
| 95116 | 11/16/2023 | 10046 | ATCO INTERNATIONAL | 878.80 |
| 95117 | 11/16/2023 | 10051 | AUTOZONE INC | 69.90 |
| 95118 | 11/16/2023 | 10064 | BARR ENGINEERING COMPANY | 2,123.50 |
| 95119 | 11/16/2023 | 10066 | BARTLETT & WEST | 19,340.20 |
| 95120 | 11/16/2023 | 10079 | BOB'S BUTCHER SHOP | 94.35 |
| 95121 | 11/16/2023 | 10080 | BOB'S TIRE LLC | 550.00 |
| 95122 | 11/16/2023 | 10084 | BOUND TREE MEDICAL | 559.06 |
| 95123 | 11/16/2023 | 10087 | BRENDLINGER ENTERPRISES INC | 150.00 |
| 95124 | 11/16/2023 | 94593 | BROWNFIELD OIL CO INC | 101.00 |

| Check Number | Check Issue Date | Vendor Number | Payee | Amount |
|--------------|------------------|---------------|------------------------------------|-----------|
| 95125 | 11/16/2023 | 94601 | BRUNDAGE ENVIRONMENTAL | 1,020.00 |
| 95126 | 11/16/2023 | 94706 | CALVERT, DAPHNE | 134.36 |
| 95127 | 11/16/2023 | 10777 | CHRISTENSEN, BRAD | 14,300.00 |
| 95128 | 11/16/2023 | 10534 | COGENT INC | 7,284.00 |
| 95129 | 11/16/2023 | 10127 | CORE & MAIN LP | 2,311.69 |
| 95130 | 11/16/2023 | 10134 | CROWN POWER & EQUIPMENT | 775.00 |
| 95131 | 11/16/2023 | 10135 | CULLIGAN WATER CONDITIONING | 65.99 |
| 95132 | 11/16/2023 | 10138 | CUNNINGHAM VOGEL & ROST PC | 2,381.94 |
| 95133 | 11/16/2023 | 10141 | DA-COM COLUMBIA LLC | 215.80 |
| 95134 | 11/16/2023 | 95342 | DINGES FIRE COMPANY | 722.00 |
| 95135 | 11/16/2023 | 10155 | DMC CONCRETE CONSTRUCTION | 14,688.60 |
| 95136 | 11/16/2023 | 95646 | FARM POWER LAWN & LEISURE INC | 7,419.93 |
| 95137 | 11/16/2023 | 10176 | FASTENAL COMPANY | 846.18 |
| 95138 | 11/16/2023 | 10179 | FEHLING SMALL ENGINE LLC | 80.54 |
| 95139 | 11/16/2023 | 95690 | FIRE FIGHTERS ASSOC OF MISSOURI | 370.00 |
| 95140 | 11/16/2023 | 10599 | FLETCHERS EXCAVATING LLC | 475.00 |
| 95141 | 11/16/2023 | 10194 | FUSION TECHNOLOGY LLC | 39,081.55 |
| 95142 | 11/16/2023 | 10197 | GALLS LLC | 107.62 |
| 95143 | 11/16/2023 | 95996 | GOYEA-FURLONG EMILY | 54.72 |
| 95144 | 11/16/2023 | 10778 | HARRISON, DUSTIN | 33.61 |
| 95145 | 11/16/2023 | 10223 | HAWKINS INC | 8,502.75 |
| 95146 | 11/16/2023 | 10234 | HILLYARD - COLUMBIA | 102.56 |
| 95147 | 11/16/2023 | 10238 | HOWE COMPANY LLC | 5,889.90 |
| 95148 | 11/16/2023 | 10601 | JACKSON BROTHERS OF THE NORTH | 93.00 |
| 95149 | 11/16/2023 | 10783 | K & S FIELD TESTING INSPECTION INC | 740.00 |
| 95150 | 11/16/2023 | 96814 | KIEFER | 429.00 |
| 95151 | 11/16/2023 | 96904 | KRIBBS, SCHERIE | 70.00 |
| 95152 | 11/16/2023 | 10664 | KT HEALTH CLINIC | 115.00 |
| 95153 | 11/16/2023 | 10270 | LAND/CHARITON COUNTY CONCRETE | 616.00 |
| 95154 | 11/16/2023 | 10275 | LEON UNIFORM COMPANY | 413.50 |
| 95155 | 11/16/2023 | 10301 | MATHESON TRI GAS INC | 218.55 |
| 95156 | 11/16/2023 | 10744 | MAXIM GOLF LLC | 3,834.00 |
| 95157 | 11/16/2023 | 10322 | MIDWEST ENVIR CONSULTANTS INC | 184.00 |
| 95158 | 11/16/2023 | 97548 | MIRACLE RECREATION EQUIPMENT | 37.68 |
| 95159 | 11/16/2023 | 10355 | MISSOURI 811 | 249.75 |
| 95160 | 11/16/2023 | 10362 | MOBERLY MONITOR INDEX | 35.00 |
| 95161 | 11/16/2023 | 97705 | MONNIG, SHELLEY | 20.00 |
| 95162 | 11/16/2023 | 10374 | NAPA AUTO PARTS OF MOBERLY | 1,417.29 |
| 95163 | 11/16/2023 | 10384 | O'REILLY AUTOMOTIVE STORES INC | 364.06 |
| 95164 | 11/16/2023 | 10760 | OWENS, DANNY | 100.00 |
| 95165 | 11/16/2023 | 10389 | PALMATORY'S | 500.00 |
| 95166 | 11/16/2023 | 10398 | PEST PRO SOLUTIONS INC | 125.00 |
| 95167 | 11/16/2023 | 10779 | PETTIT, COURTNEY | 20.00 |
| 95168 | 11/16/2023 | 10780 | PLANK'S ELECTRIC | 2,650.27 |
| 95169 | 11/16/2023 | 10410 | PRO PUMPING & HYDROJETTING LLC | 1,510.00 |
| 95170 | 11/16/2023 | 10412 | Q SECURITY SOLUTIONS LLC | 223.00 |
| 95171 | 11/16/2023 | 10418 | RANDOLPH AREA YMCA | 2,322.50 |
| 95172 | 11/16/2023 | 10424 | RANDOLPH COUNTY RECORDER | 27.00 |
| 95173 | 11/16/2023 | 10444 | SAFE PASSAGE | 116.00 |
| 95174 | 11/16/2023 | 10446 | SAFETY-KLEEN CORPORATION | 117.24 |
| 95175 | 11/16/2023 | 98702 | SCHAEFER SURVEYING LLC | 1,800.00 |
| 95176 | 11/16/2023 | 10473 | SJ ELECTRO SYSTEMS INC | 498.00 |
| 95177 | 11/16/2023 | 10782 | SPATIAL NETWORKS INC | 6,480.00 |
| 95178 | 11/16/2023 | 10481 | ST FIREWORKS | 849.23 |
| 95179 | 11/16/2023 | 10662 | STRATEGIC GOVERNMENT RESOURCES | 7,666.67 |
| 95180 | 11/16/2023 | 10490 | SUMNER ONE | 389.06 |
| 95181 | 11/16/2023 | 10503 | THOMSON REUTERS-WEST | 53.00 |

| Check Number | Check Issue Date | Vendor Number | Payee | Amount | |
|---------------|------------------|---------------|------------------------------------|------------|---|
| 95182 | 11/16/2023 | 10508 | TOWN & COUNTRY ABSTRACT CO | 400.00 | |
| 95183 | 11/16/2023 | 10519 | UNIFIRST CORPORATION | 313.02 | |
| 95184 | 11/16/2023 | 10525 | UNITED WAY | 983.98 | |
| 95185 | 11/16/2023 | 99541 | UNTIEDT, BRANDON | 224.83 | |
| 95186 | 11/16/2023 | 10529 | USA BLUE BOOK | 527.65 | |
| 95187 | 11/16/2023 | 10533 | VALIC | 1,130.00 | |
| 95188 | 11/16/2023 | 10546 | WASTE MANAGEMENT SOLUTIONS | 76,733.80 | |
| 95189 | 11/16/2023 | 10548 | WATER & SEWER SUPPLY INC | 2,523.76 | |
| 95190 | 11/16/2023 | 10558 | WETMORE, SCOTT | 870.00 | |
| 95191 | 11/16/2023 | 10561 | WILLIAMS KEEPERS LLC | 14,500.00 | |
| 95192 | 11/16/2023 | 10566 | WILLIS, MARK | 25,175.00 | |
| 95193 | 11/16/2023 | 10573 | WOOGEDY LLC | 356.00 | |
| 95194 | 11/16/2023 | 10781 | WYMES, TIMOTHY | 158.51 | |
| 20231103 | 11/03/2023 | 10546 | WASTE MANAGEMENT SOLUTIONS | 2,642.97 | M |
| 20231104 | 11/03/2023 | 10546 | WASTE MANAGEMENT SOLUTIONS | 4,457.26 | M |
| 20231105 | 11/03/2023 | 10546 | WASTE MANAGEMENT SOLUTIONS | 4,392.33 | M |
| 20231108 | 11/08/2023 | 10335 | MISSOURI DEPARTMENT OF REVENUE 840 | 3,062.88 | M |
| 20231112 | 11/12/2023 | 10447 | SAMS CLUB | 352.38 | M |
| 20231113 | 11/12/2023 | 10447 | SAMS CLUB | 146.75 | M |
| 20231114 | 11/12/2023 | 10447 | SAMS CLUB | 209.94 | M |
| 20231115 | 11/12/2023 | 10447 | SAMS CLUB | 55.79 | M |
| Grand Totals: | | | | 469,086.14 | |

Summary by General Ledger Account Number

| GL Account | Debit | Credit | Proof |
|--------------|-----------|-------------|-------------|
| 100.000.1601 | 371.41 | .00 | 371.41 |
| 100.000.2000 | 977.08 | 145,234.73- | 144,257.65- |
| 100.000.2200 | 5,849.23 | .00 | 5,849.23 |
| 100.000.2300 | 5,902.75 | .00 | 5,902.75 |
| 100.000.2302 | 80.00 | .00 | 80.00 |
| 100.000.2305 | 10.00 | .00 | 10.00 |
| 100.001.5200 | 69.11 | .00 | 69.11 |
| 100.001.5202 | 724.80 | .00 | 724.80 |
| 100.001.5211 | 35.99 | .00 | 35.99 |
| 100.001.5403 | 19.99 | .00 | 19.99 |
| 100.002.5200 | 25.31 | .00 | 25.31 |
| 100.002.5211 | 35.99 | .00 | 35.99 |
| 100.003.5200 | 69.11 | .00 | 69.11 |
| 100.003.5201 | 41.40 | .00 | 41.40 |
| 100.003.5205 | 287.43 | .00 | 287.43 |
| 100.003.5211 | 36.08 | .00 | 36.08 |
| 100.003.5403 | 179.88 | .00 | 179.88 |
| 100.003.5404 | 100.00 | .00 | 100.00 |
| 100.003.5806 | 234.08 | .00 | 234.08 |
| 100.003.5807 | 61.91 | .00 | 61.91 |
| 100.004.5211 | 35.99 | .00 | 35.99 |
| 100.004.5404 | 53.00 | .00 | 53.00 |
| 100.004.5700 | 12,396.54 | .00 | 12,396.54 |
| 100.005.5200 | 69.11 | .00 | 69.11 |
| 100.005.5206 | 135.00 | 135.00- | .00 |
| 100.005.5211 | 180.94 | .00 | 180.94 |
| 100.005.5403 | 19.99 | .00 | 19.99 |

| GL Account | Debit | Credit | Proof |
|--------------|-----------|--------|-----------|
| 100.005.5406 | 1,800.00 | .00 | 1,800.00 |
| 100.005.5418 | 14,732.53 | .00 | 14,732.53 |
| 100.005.5419 | 115.00 | .00 | 115.00 |
| 100.005.5806 | 15.35 | .00 | 15.35 |
| 100.006.5211 | 35.99 | .00 | 35.99 |
| 100.006.5218 | 4,067.42 | .00 | 4,067.42 |
| 100.006.5402 | 25.75 | .00 | 25.75 |
| 100.006.5406 | 7,666.67 | .00 | 7,666.67 |
| 100.006.5807 | 308.83 | .00 | 308.83 |
| 100.007.5107 | 1,220.25 | .00 | 1,220.25 |
| 100.007.5200 | 646.86 | .00 | 646.86 |
| 100.007.5205 | 3,607.06 | .00 | 3,607.06 |
| 100.007.5208 | 146.75 | .00 | 146.75 |
| 100.007.5209 | 15.48 | .00 | 15.48 |
| 100.007.5211 | 260.11 | .00 | 260.11 |
| 100.007.5220 | 1,100.68 | .00 | 1,100.68 |
| 100.007.5308 | 317.54 | .00 | 317.54 |
| 100.007.5406 | 135.00 | .00 | 135.00 |
| 100.007.5503 | 215.80 | .00 | 215.80 |
| 100.007.5806 | 88.50 | .00 | 88.50 |
| 100.007.5807 | 1,583.83 | .00 | 1,583.83 |
| 100.008.5107 | 550.48 | .00 | 550.48 |
| 100.008.5200 | 870.90 | .00 | 870.90 |
| 100.008.5201 | 7.39 | .00 | 7.39 |
| 100.008.5203 | 14.50 | .00 | 14.50 |
| 100.008.5205 | 1,862.92 | .00 | 1,862.92 |
| 100.008.5211 | 311.62 | .00 | 311.62 |
| 100.008.5217 | 559.06 | .00 | 559.06 |
| 100.008.5308 | 89.37 | .00 | 89.37 |
| 100.008.5402 | 510.00 | .00 | 510.00 |
| 100.008.5403 | 344.98 | .00 | 344.98 |
| 100.008.5404 | 290.00 | .00 | 290.00 |
| 100.008.5406 | 50.00 | .00 | 50.00 |
| 100.008.5507 | 799.55 | .00 | 799.55 |
| 100.008.5806 | 249.48 | .00 | 249.48 |
| 100.008.5807 | 840.95 | .00 | 840.95 |
| 100.008.5813 | 52.75 | .00 | 52.75 |
| 100.009.5200 | 618.49 | .00 | 618.49 |
| 100.009.5205 | 3,445.03 | .00 | 3,445.03 |
| 100.009.5206 | 40.00 | .00 | 40.00 |
| 100.009.5211 | 258.34 | .00 | 258.34 |
| 100.009.5300 | 2,490.27 | .00 | 2,490.27 |
| 100.009.5309 | 1,259.22 | .00 | 1,259.22 |
| 100.009.5310 | 787.88 | .00 | 787.88 |
| 100.009.5311 | 1,355.47 | .00 | 1,355.47 |
| 100.009.5406 | 35.00 | .00 | 35.00 |
| 100.010.5211 | 87.67 | .00 | 87.67 |
| 100.010.5406 | 475.00 | .00 | 475.00 |
| 100.011.5200 | 126.03 | .00 | 126.03 |
| 100.011.5204 | 153.42 | .00 | 153.42 |
| 100.011.5406 | 35.00 | .00 | 35.00 |
| 100.011.5507 | 768.69 | .00 | 768.69 |
| 100.012.5211 | 35.99 | .00 | 35.99 |
| 100.013.5205 | 378.38 | .00 | 378.38 |
| 100.013.5211 | 2,006.74 | .00 | 2,006.74 |
| 100.013.5403 | 38,736.57 | .00 | 38,736.57 |
| 100.013.5405 | 7,250.00 | .00 | 7,250.00 |

| GL Account | Debit | Credit | Proof |
|--------------|-----------|------------|------------|
| 100.013.5406 | 5,318.40 | .00 | 5,318.40 |
| 100.013.5500 | 2,651.27 | .00 | 2,651.27 |
| 100.013.5806 | 1,995.91 | 1.37- | 1,994.54 |
| 100.013.5813 | 241.21 | .00 | 241.21 |
| 100.014.5200 | 93.61 | .00 | 93.61 |
| 100.014.5204 | 51.50 | .00 | 51.50 |
| 100.014.5209 | 75.37 | .00 | 75.37 |
| 100.014.5300 | 1,853.38 | 840.71- | 1,012.67 |
| 100.020.5204 | 51.50 | .00 | 51.50 |
| 100.021.5406 | 25.00 | .00 | 25.00 |
| 105.000.2000 | .00 | 4,413.53- | 4,413.53- |
| 105.000.2603 | 4,413.53 | .00 | 4,413.53 |
| 110.000.2000 | .00 | 76,005.26- | 76,005.26- |
| 110.000.2202 | 75,890.19 | .00 | 75,890.19 |
| 110.033.5806 | 115.07 | .00 | 115.07 |
| 114.000.2000 | .00 | 3,834.00- | 3,834.00- |
| 114.000.5406 | 3,834.00 | .00 | 3,834.00 |
| 115.000.2000 | 2,231.54 | 25,809.96- | 23,578.42- |
| 115.040.5200 | 1,184.69 | .00 | 1,184.69 |
| 115.040.5204 | 55.94 | .00 | 55.94 |
| 115.040.5206 | 63.00 | .00 | 63.00 |
| 115.040.5211 | 88.44 | .00 | 88.44 |
| 115.040.5311 | 150.00 | .00 | 150.00 |
| 115.040.5406 | 125.00 | .00 | 125.00 |
| 115.041.5200 | 610.49 | .00 | 610.49 |
| 115.041.5204 | 24.85 | .00 | 24.85 |
| 115.041.5205 | 1,374.25 | .00 | 1,374.25 |
| 115.041.5206 | 553.00 | .00 | 553.00 |
| 115.041.5211 | 123.66 | .00 | 123.66 |
| 115.041.5300 | 11.96 | .00 | 11.96 |
| 115.041.5305 | 200.00 | .00 | 200.00 |
| 115.041.5309 | 4.00 | .00 | 4.00 |
| 115.041.5311 | 8,161.39 | 1,031.54- | 7,129.85 |
| 115.041.5406 | 911.00 | .00 | 911.00 |
| 115.041.5502 | 1,848.84 | 1,200.00- | 648.84 |
| 115.041.5507 | 1,881.15 | .00 | 1,881.15 |
| 115.041.5813 | 411.77 | .00 | 411.77 |
| 115.042.5211 | 51.68 | .00 | 51.68 |
| 115.042.5311 | 221.53 | .00 | 221.53 |
| 115.042.5402 | 125.00 | .00 | 125.00 |
| 115.042.5406 | 66.00 | .00 | 66.00 |
| 115.043.5214 | 648.32 | .00 | 648.32 |
| 115.044.5200 | 257.73 | .00 | 257.73 |
| 115.044.5201 | 299.63 | .00 | 299.63 |
| 115.044.5202 | 40.00 | .00 | 40.00 |
| 115.044.5204 | 42.96 | .00 | 42.96 |
| 115.044.5211 | 71.98 | .00 | 71.98 |
| 115.044.5212 | 76.61 | .00 | 76.61 |
| 115.044.5406 | 25.00 | .00 | 25.00 |
| 115.044.5500 | 1,509.64 | .00 | 1,509.64 |
| 115.044.5507 | 563.22 | .00 | 563.22 |
| 115.044.5807 | 175.28 | .00 | 175.28 |
| 115.045.5204 | 25.26 | .00 | 25.26 |
| 115.045.5215 | 199.08 | .00 | 199.08 |
| 115.048.5200 | 110.77 | .00 | 110.77 |
| 115.048.5205 | 119.31 | .00 | 119.31 |
| 115.048.5211 | 150.42 | .00 | 150.42 |

| GL Account | Debit | Credit | Proof |
|--------------|-----------|-------------|-------------|
| 115.048.5214 | 259.61 | .00 | 259.61 |
| 115.048.5300 | 840.99 | .00 | 840.99 |
| 115.048.5305 | 769.20 | .00 | 769.20 |
| 115.048.5311 | 750.48 | .00 | 750.48 |
| 115.048.5402 | 40.00 | .00 | 40.00 |
| 115.048.5406 | 91.00 | .00 | 91.00 |
| 115.048.5507 | 495.83 | .00 | 495.83 |
| 120.000.2000 | .00 | 25,337.01- | 25,337.01- |
| 120.000.5200 | 22.18 | .00 | 22.18 |
| 120.000.5204 | 56.60 | .00 | 56.60 |
| 120.000.5205 | 24,282.28 | .00 | 24,282.28 |
| 120.000.5211 | 207.58 | .00 | 207.58 |
| 120.000.5300 | 485.93 | .00 | 485.93 |
| 120.000.5406 | 184.00 | .00 | 184.00 |
| 120.000.5813 | 98.44 | .00 | 98.44 |
| 125.000.2000 | .00 | 27.00- | 27.00- |
| 125.000.4814 | 27.00 | .00 | 27.00 |
| 300.000.2000 | .00 | 3,062.88- | 3,062.88- |
| 300.000.2100 | 3,062.88 | .00 | 3,062.88 |
| 301.000.2000 | 59.42 | 112,599.88- | 112,540.46- |
| 301.110.5200 | 25.31 | .00 | 25.31 |
| 301.110.5201 | 228.87 | 58.99- | 169.88 |
| 301.110.5202 | 2,739.48 | .00 | 2,739.48 |
| 301.110.5203 | 836.30 | .00 | 836.30 |
| 301.110.5205 | 178.41 | .00 | 178.41 |
| 301.110.5211 | 229.67 | .00 | 229.67 |
| 301.110.5308 | 25.00 | .00 | 25.00 |
| 301.110.5403 | 6,480.00 | .00 | 6,480.00 |
| 301.110.5405 | 7,250.00 | .00 | 7,250.00 |
| 301.110.5507 | 325.43 | .00 | 325.43 |
| 301.110.5700 | 1,020.00 | .00 | 1,020.00 |
| 301.110.5806 | 80.04 | .00 | 80.04 |
| 301.110.5807 | 135.93 | .00 | 135.93 |
| 301.112.5200 | 53.49 | .00 | 53.49 |
| 301.112.5201 | 13.84 | .00 | 13.84 |
| 301.112.5204 | 30.68 | .00 | 30.68 |
| 301.112.5205 | 4,720.42 | .00 | 4,720.42 |
| 301.112.5206 | 407.96 | .00 | 407.96 |
| 301.112.5211 | 219.18 | .00 | 219.18 |
| 301.112.5213 | 2,188.72 | .00 | 2,188.72 |
| 301.112.5309 | 100.00 | .00 | 100.00 |
| 301.112.5310 | 676.42 | .00 | 676.42 |
| 301.112.5311 | 134.44 | .00 | 134.44 |
| 301.112.5313 | 1,562.71 | .00 | 1,562.71 |
| 301.112.5314 | 48,616.87 | .00 | 48,616.87 |
| 301.112.5406 | 249.75 | .00 | 249.75 |
| 301.112.5412 | 17.92 | .00 | 17.92 |
| 301.112.5507 | 3,591.78 | .00 | 3,591.78 |
| 301.113.5200 | 943.66 | .00 | 943.66 |
| 301.113.5205 | 445.02 | .00 | 445.02 |
| 301.113.5207 | 8,502.75 | .00 | 8,502.75 |
| 301.113.5211 | 158.87 | .00 | 158.87 |
| 301.113.5216 | 122.13 | .00 | 122.13 |
| 301.113.5300 | 10.00 | .00 | 10.00 |
| 301.113.5311 | 405.52 | .00 | 405.52 |
| 301.113.5316 | 93.98 | .00 | 93.98 |
| 301.113.5406 | 498.00 | .00 | 498.00 |

| GL Account | Debit | Credit | Proof |
|---------------|------------|-------------|------------|
| 301.113.5507 | 883.06 | .00 | 883.06 |
| 301.113.5813 | 39.44 | .00 | 39.44 |
| 301.114.5201 | 32.24 | .00 | 32.24 |
| 301.114.5205 | 1,341.70 | .43- | 1,341.27 |
| 301.114.5209 | 90.23 | .00 | 90.23 |
| 301.114.5211 | 230.85 | .00 | 230.85 |
| 301.114.5217 | 16.02 | .00 | 16.02 |
| 301.114.5303 | 421.96 | .00 | 421.96 |
| 301.114.5304 | 12,240.73 | .00 | 12,240.73 |
| 301.114.5309 | 23.93 | .00 | 23.93 |
| 301.114.5406 | 35.00 | .00 | 35.00 |
| 301.114.5507 | 800.54 | .00 | 800.54 |
| 301.115.5205 | 178.91 | .00 | 178.91 |
| 301.115.5211 | 35.99 | .00 | 35.99 |
| 301.115.5406 | 160.00 | .00 | 160.00 |
| 301.115.5502 | 1,963.50 | .00 | 1,963.50 |
| 301.115.5507 | 787.23 | .00 | 787.23 |
| 303.000.2000 | .00 | 5,869.43- | 5,869.43- |
| 303.000.5500 | 5,869.43 | .00 | 5,869.43 |
| 350.000.2000 | .00 | 7,379.50- | 7,379.50- |
| 350.180.5406 | 1,489.60 | .00 | 1,489.60 |
| 350.185.5406 | 5,000.00 | .00 | 5,000.00 |
| 350.185.5410 | 889.90 | .00 | 889.90 |
| 400.000.2000 | 33.90 | 9,017.25- | 8,983.35- |
| 400.000.5107 | 195.62 | 33.90- | 161.72 |
| 400.000.5211 | 8,821.63 | .00 | 8,821.63 |
| 600.000.2000 | .00 | 31,890.36- | 31,890.36- |
| 600.143.5502 | 13,199.00 | .00 | 13,199.00 |
| 600.153.5409 | 17,723.68 | .00 | 17,723.68 |
| 600.158.5408 | 967.68 | .00 | 967.68 |
| 601.000.2000 | .00 | 4,395.53- | 4,395.53- |
| 601.000.5302 | 839.04 | .00 | 839.04 |
| 601.000.5502 | 1,319.98 | .00 | 1,319.98 |
| 601.000.5507 | 2,236.51 | .00 | 2,236.51 |
| 903.000.2000 | .00 | 1,719.49- | 1,719.49- |
| 903.000.5500 | 1,719.49 | .00 | 1,719.49 |
| 906.000.2000 | .00 | 3,910.33- | 3,910.33- |
| 906.000.5500 | 3,910.33 | .00 | 3,910.33 |
| 911.000.2000 | .00 | 11,881.94- | 11,881.94- |
| 911.000.5406 | 9,500.00 | .00 | 9,500.00 |
| 911.000.5700 | 2,381.94 | .00 | 2,381.94 |
| Grand Totals: | 475,690.02 | 475,690.02- | .00 |

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

City of Moberly

City Council Agenda Summary

Agenda Number: #19.

Department: City Clerk

Date: November 20, 2023

Agenda Item: Department Head Monthly Reports.

Summary: Attached are monthly reports for the following City Departments:

Community Development/Public Works
Finance Department
Parks and Recreation
Police Department
Fire Department
Public Utilities
Moberly Area Economic Development Corporation
Moberly Chamber of Commerce

These are for you to review on the activity that each Department has accomplished for the Month of October.

Recommended

Action: Informational only.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

#19.

October 2023

A. PROJECTS

Community Development

Downtown Parking Study – We had an initial proposal from McClure for just under \$30,000. I am waiting for a proposal from Walker Engineering who specialize in parking work. Initial conversations would seem to indicate a lower overall fee, but we will see where it comes in at. Hopefully I will have that before the Dec. meetings for review/discussion.

Demolition – Holman will be clear to start demo work by late Nov. There were 5 structures in the initial bid with a likely change order for the one house owned by St. Pius. If approved, it would be completed by Holman via a change order with 100% reimbursement of expenses to the City by St. Pius.

Wayfinding Signage – The design is all completed and approved. We have a proposal for the bidding phase of the work, but before spending that money, I am investigating possibly bidding it out in-house.

Coates Street RR Crossing – N&S in partnership with Modot are trying to fund the rework of the Coates St. Crossing. This would add needed crossing guards to the East side of the tracks, however, to do that they need to make Moulton one-way. We have discussed that previously and while staff and council were not excited about that, the benefit of safety was likely worth it. One condition that was put in place was the RR must take measures to follow through with the removal of the deteriorated Beanery prior to the Moulton agreement. I have worked with the signal group and Modot on the intersection improvements and the N&S property group on the demolition. They don't seem to communicate at all. At this point I am still getting requests to move forward with the one-way on Moulton and while there was some initial hope from the property division on the demolition, my recent e-mail follow up has not gotten any response. I am inclined to wait on them to communicate in-house to address our concerns.

Urbandale Pillars – L&J has started the work on the relocation of these. The base pads are poured, and we are waiting on contractor to set up for moving the structures over to the pads.

Jr High Apartments – The project looks more likely than it ever has. Talking with representatives of MHDC assuring us they were good to go on the funding and now having the environmental reviews completed. Hopefully we will have that lined up, property transferred before the end of the year and ready for construction in the Spring.

Infill Housing Continues to Progress – Uptown homes have reported good success and continue the proposed development. Other in-fill developments are continuing, and we did receive some lots back from previous development agreements that had gone beyond allotted time frame. These lots will likely get turned around quickly for future development.

Occupancy Inspection – Rental properties that retain water service in the owner's name continue to bypass our occupancy requirements. They move people in and out without reporting the occupancy change, and even though we occasionally are aware of it, we don't have good enforcement method to address it. Code Office has been working with Randall and we have some draft language that would require these situations to be an annual inspection regardless of occupancy. While this will cause frustration by those who are skirting the rules, it should be a relief to the majority that try to comply. Draft language is with Randall and when he has time it will be at an upcoming council meeting for review.

Glass Bunker grant project is completed and in service. We have paid the contractor and submitted for reimbursement on the project. This will give us the extra capacity we need for recycled glass storage.

Grants/Funding

Industrial Park Street Development - Engineering Design contract from Bartlett & West is coming up for final approval at the upcoming meeting. We have been approved by Modot for a time extension until Dec. 2025 for the completion of the Gov. Cost Share. This more closely aligns with the completion dates of the other funding sources (EDA & ARPA ISG).

ARPA Fennel Comm. Rev. - Preliminary engineering estimates are very high. This is mainly due to the high cost of HVAC & Electrical for the potential loading demands of a Community Center. We have asked the engineer to put together a bid pack to put it out and see how costs come in. We will then have to work with ARPA to see what we can cut/modify to build an acceptable project with the funding available.

ARPA Stormwater – Design work continues, and they have identified a couple of locations as good areas for detention. We have initiated efforts to discuss acquisition of the proposed areas.

Public Relations October Report - Zoey

- Working with MPD to update hiring brochures and promotional materials
- Tyler technologies, first step to implementing city app
- Information on glass recycling and images collected for PSA on social media
- Reorganizing grant files
- My maintenance website and social media release and setup
- Website edits and department page updates

Public Works

My Maintenance - Nov. 6th was the first round of this. Staff identified numerous signs that were bent, missing and/or faded, weeds/sprouts of trees, debris, damaged curb, etc. that need to be addressed. Some of the items were resolved at that time, others had work orders completed for them. We had an extensive number of work orders generated that can be completed as time allows for the crews. As the program continues, their time/effort should be less and less as the items continue to be resolved. Dec. 4th will be our next round of it.

Staff will be driving their area at 10 mph or less, flashers on to be visible and accessible to the residents with any concerns in their area.

Sidewalk/Concrete Work - DMC has been working on numerous projects around town for the City under their contract and on bid work. The glass recycling bunker, cost share sidewalks, Homestead hill curb & patch work, auditorium sidewalk, several park items and utility cut repairs. Additional items on their to-do list include College Ave. approach to Fisk, Meadow Brook curb and street repairs, drainage chute @ Fisk & Edgewood, sidewalk & curb on 5th as part of Christo's project and several more sidewalk cost shares.

Randall & I met with Emily Edgar, Rob Frese and Paula Gough from Modot recently. Some of the topics of discussion were.

S. Morley Agreement Timing - This is under design by Bartlett & West and still looks good for a 2024 bid and 2025 construction.

Rt. M Intersection - We asked if they could put something together to consider the best layout/format for improvements. It might be possible to consider another cost share for this project.

E TAP Grant – Project is under design, and we discussed potentially saving some of the better sections of sidewalk that exist to allow for the replacement of some of the damaged retaining walls and steps that meet the sidewalk. They were willing to evaluate the existing sidewalk and determine what, if any, could be saved.

N Morley TAP Grant – We were recently notified we were awarded the grant for nearly \$500,000 to complete the extension of the East side N. Morley sidewalk to North of Hwy 24, which will also replace the deteriorated islands at the intersection. This is a phased approach to complete the entire East side of N. Morley sidewalk.

Silva Lane Exrension – As this is off-system, they didn't see much opportunity to participate with us at any point in the future. It may be a project we could look at Gov. Cost Share for.

Hwy 24 Lot Acquisition – We had asked Modot to donate some properties around Hwy 24. We were approved for the largest one near Hurley Street but had to complete a survey. That has been completed and we are sending in the final paperwork for their approval, following that we will put on council agenda for council to consider accepting the deed.

Mowing of Hwy R/W within Moberly – We are going to work with them for a permit to mow a section of the intersection at Hwy 24 & 63. There are some departments of conservation programs working there and haying agreements in other areas. Once we have something in hand, we hope to move forward with mowing of the most visible sections of the interchange going forward.

Street Striping Work – Work is progressing on the strip work in town. There was some miscommunication with them as we wanted them to hold off on the downtown parking as we were evaluating what we wanted to do there to improve/adjust parking layout/space size. These got painted back in and we will meet to discuss what can be done, however it's difficult to brush off or paint over.

Ditching Contract – Our outside contractor is making good progress around town. This has been an effective program for the areas as we can address them. Some of the drainage limitations are driveway culverts that were installed too high, but this work will make significant improvements.

Airport

Farming Agreement for Airport - These are out to bid and the area farmers that we are aware of have been sent direct notification in addition to the public notifications. We have around 150+/- acres available out there, a couple of acres were removed as they conflicted with the executed haying lease. This will be the first year of price per acre contracts at the airport and it will require a 50% up-front payment on the bid. This will likely reduce the number of bidders, and I am not sure if it will impact the per acre rate. We can try to compare that to the Industrial Park rate; however, it's been a couple of years, and the layout and condition of the acres will make a significant difference to try and compare apples to apples.

Cemetery Department

We continue to struggle with area of old concrete retaining walls and above ground burial vaults that were made out of concrete. Many of these are over 100 years old and the concrete is rotten and failing. Staff is doing the best we can to patch them back together but some of the retaining walls may have to be replaced. These should be the responsibility of the 254 es, but most of them are not around or

accessible. Mike Lagle, our sexton has been doing a great job identifying the problems and coming up with good ways to preserve and repair them. Staff is working on plans for additional surveying to plat more lots and install markers in old sections for better identification and layout.

There were zero (0) grave lot sold; three (3) graves opened; and five (5) monument permits sold during the month of October.

B. Planning & Zoning Commission

The Planning and Zoning Commission for the City of Moberly held a meeting on September 25, 2023.

- 1. Notice of Public Hearing for a site plan review application and a conditional use permit application submitted by Outline & Associates On Behalf Of Mack Riley For A New Car Wash Facility To Be Located At 1008 W Hwy 24. This property is currently zoned B-3 (General Commercial District).
- 2. Notice of Public Hearing for a text amendment Submitted By City Of Moberly For Adding Further Language And Clarification To Chapter 46, Article IV, Section 176 for residential driveways.

C. Code Enforcement

Wegg’s Building, 200 Block of N Clark St – This property was one that the City acquired and did a partial demo on as it was collapsing. The remaining portion of the structure was stabilized and put out for proposals. It was awarded to Adam Flock in a development agreement, but they have failed to complete the required improvements and the building is standing with windows open, back wall cover blown out and roof structure exposed.

We have pressed Mr. Flock to make repairs, or we will complete them. We are at a point where we either need to move forward with some basic repairs to salvage the building or tear it down. The building is between two other old brick buildings and has an impressive store front. Either way we go we are going to spend a fair amount of money on it and saving it will be a much better-looking street scape in the downtown. Our in-house maintenance staff is preparing some costs to complete windows, roof and rear wall covering and repairs and painting to front wall/surfaces. The remaining structure of the building is good, and there is easy potential to build back the section of building that was taken down with the truss pockets remaining intact.

Month of October: Mark

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

Month of October: David

- | | |
|---|-----|
| • Planning & Zoning | 5% |
| • Commercial Inspections | 15% |
| • Residential New Construction Inspections | 30% |
| • Residential Remodel Inspections | 20% |
| • Office File System Organized | 5% |
| • Letters of City Violations | 5% |
| • Calling and answering residents on complaints | 15% |
| • Discussing Codes with Contractors & Residents | 5% |

Month of October: Aaron

Planning and Zoning preliminary meetings and reviews related to development in City Moberly. Historic Preservation conversations centered around signage, PPI Grant applications, and Occupancy inspections.

Several property maintenance complaints were next to minimal this month, the grass has stopped growing for the most part due to dry spell. Began addressing other items and discussing amongst the office the needs and desire of the community to target clean-ups.

Coordinated efforts to create checklist for Dream Moore Falls completion of infrastructure. Met with Utilities to discuss Water and Sewer Connections related to new construction in fill lots and demolition of houses. Drove the wards to identify and document dilapidated structures.

Inspections began on Eagle Tree Ridge Subdivision, continued weekly on Alternative Education Building and Club Carwash. Performed plan reviews on three to five commercial projects awaiting permit applications.

Inspections continue on Commercial properties, Residential Properties, and review of the necessary applicable codes to better serve the community have been reviewed.

City of Moberly - Street Department

Oct.-23

MAINTENANCE FACILITY

| | Hours | O/T | Loads | Tons | Cost |
|---------------------------------------|-------|-----|-------|------|--------|
| Compost Mixing | 0 | 0 | 0 | 0 | \$0.00 |
| Load Compost, Millings, & Mulch | 12 | 0 | 70 | 0 | \$0.00 |
| Sand, Salt, & Geomelt Mixing | 0 | 0 | 0 | 0 | \$0.00 |
| Tub Grinder Operation | 24 | 0 | 0 | 0 | \$0.00 |
| Winter Weather Equipment Preparations | 13 | 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 | 54 | 0 | 4 | 0 | \$0.00 |
| Crack Sealing | 0 | 0 | 0 | 0 | \$0.00 |
| Culvert Flushing | 16 | 0 | 0 | 0 | \$0.00 |
| Culvert Installation | 48 | 0 | 0 | 0 | \$0.00 |
| Curb Repair | 8 | 0 | 0 | 0 | \$0.00 |
| Ditch Maintenance | 24 | 0 | 4 | 13 | \$0.00 |
| Ice & Snow Removal | 0 | 0 | 0 | 0 | \$0.00 |
| Milling | 7 | 0 | 0 | 0 | \$0.00 |
| Mowing, Right-Of-Ways | 24 | 0 | 0 | 0 | \$0.00 |
| Rock Loaded/Hauled | 256 | 0 | 0 | 0 | \$0.00 |

| | | | | | | |
|-------------------------------------|-------|-------|-------------|---------|--------|------|
| Street Repair & Maintenance | 473 | 0 | 6 | 0 | \$0.00 | #19. |
| Street Sign Maintenance | 14 | 0 | 0 | 0 | \$0.00 | |
| Street Sweeper Operation | 92 | 0 | 35 | 0 | \$0.00 | |
| Street Sweepings Hauled To Disposal | 24 | 0 | 6 | 0 | \$0.00 | |
| Weedeating & Brush Removal, Alleys | 0 | 0 | 0 | 0 | \$0.00 | |
| Weedeating & Brush Removal, Streets | 30 | 0 | 6 | 0 | \$0.00 | |
| Weedkiller Application, Alleys | 0 | 0 | 0 | 0 | \$0.00 | |
| Weedkiller Application, Streets | 0 | 0 | 0 | 0 | \$0.00 | |
| MISCELLANEOUS | | | | | | |
| | Hours | O/T | Loads | Tons | Cost | |
| Inmate Labor | 770 | 0 | 18 | 0 | \$0.00 | |
| Mowing, City Lots | 42.5 | 0 | 0 | 0 | \$0.00 | |
| Outer Road Fill Dump Site Grading | 39 | 0 | 0 | 0 | \$0.00 | |
| Sidewalk Maintenance | 40 | 0 | 0 | 0 | \$0.00 | |
| Trash Removal & Clean-Up, Downtown | 18 | 0 | 80 | 0 | \$0.00 | |
| Trash Removal & Clean-Up, All Wards | 0 | 0 | 0 | 0 | \$0.00 | |
| FACILITIES & EQUIPMENT MAINTENANCE | | | | | | |
| | Hours | O/T | Loads | Tons | Cost | |
| Airport Maintenance | 0 | 0 | 0 | 0 | \$0.00 | |
| Building Maintenance | 166 | 0 | 0 | 0 | \$0.00 | |
| Cemetery Maintenance | 184 | 0 | 0 | 0 | \$0.00 | |
| Grounds Maintenance | 13 | 0 | 0 | 0 | \$0.00 | |
| Landfill Maintenance | 0 | 0 | 0 | 0 | \$0.00 | |
| Maintenance Facility Maintenance | 8 | 0 | 0 | 0 | \$0.00 | |
| Wash Trucks & Equipment | 16 | 0 | 0 | 0 | \$0.00 | |
| MATERIALS PURCHASED | | | | | | |
| | Loads | Tons | Cubic Yards | Gallons | Cost | |
| Asphalt | 0 | 0 | 0 | 0 | \$0.00 | |
| Road Marking Paint, White | 0 | 0 | 0 | 0 | \$0.00 | |
| Road Marking Paint, Yellow | 0 | 0 | 0 | 0 | \$0.00 | |
| Salt | 0 | 0 | 0 | 0 | \$0.00 | |
| Sand | 0 | 0 | 0 | 0 | \$0.00 | |
| MECHANIC WORK PERFORMED | | | | | | |
| | Units | Hours | | | | |
| Routine Service | 11 | 38 | | | | |

| | | |
|------------------------|----|----|
| Maintenance And Repair | 32 | 71 |
|------------------------|----|----|

#19.

To: Moberly City Council; Randall Thompson, Interim City Manager

From: Matt Douglass, Finance Director 

Subject: Monthly Report – October 2023

General Information

- ✚ Sales tax revenue was slightly above last year's amount for all sales taxes. Payments received in November are typically one of the lower months of the year, with last year's November being the lowest month of the year. We are still slightly above the budgeted amount for the year. Use tax and Downtown CID sales tax remain very strong.
- ✚ Work continued to on the annual audit in the month of October and the list of items to finish continues to get smaller. A great deal of work was done by the Utilities billing office along with the Finance office to reconcile issues caused by the changeover of financial systems.
- ✚ October means working toward finalization of the annual renewal for the Health Trust. Because our claims have been well below the expected amount, our renewal is projected to have no increases in fixed costs. The plan design changes of the last few years are producing the desired results with the claims trending down and Health Trust Fund balance trending up.

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 | +2.3% | Parks | +2.1% | Capital Improvement | +2.1% |
| Transportation | +2.0% | Use Tax | +33.6% | Downtown CID | +33.7% |

Employee Health Insurance

| | | | |
|---------------|-------------|-----------------------|------------|
| Health claims | \$45,777.57 | Pharmaceutical claims | \$7,018.00 |
|---------------|-------------|-----------------------|------------|

Health Insurance Contributions & Budget

| Health Trust Contribution This Month | HSA Contributions This Month | Total Contributions This Month | Annual Budget | Budget Remaining |
|--------------------------------------|------------------------------|--------------------------------|----------------|------------------|
| \$111,753.55 | \$4,900.00 | \$116,653.55 | \$1,578,408.96 | \$1,111,722.01 |

Health Trust Fund Cash Balance


| | 2017/2018 | 2018/2019 | 2019/2020 | 2020/2021 | 2021/2022 | 2022/2023 | 2023/2024 |
|-----------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| July | \$789,647.32 | \$600,499.65 | \$452,115.58 | \$350,783.18 | \$516,952.83 | \$396,277.33 | \$363,078.78 |
| August | \$800,479.76 | \$558,026.39 | \$289,833.52 | \$353,291.19 | \$476,840.46 | \$425,417.39 | \$344,953.69 |
| September | \$684,692.43 | \$519,407.60 | \$239,111.95 | \$358,230.40 | \$516,375.33 | \$406,745.91 | \$360,975.54 |
| October | \$665,224.98 | \$533,065.43 | \$161,101.66 | \$361,082.82 | \$497,118.03 | \$435,605.63 | \$399,715.27 |
| November | \$689,931.75 | \$521,176.81 | \$161,006.25 | \$359,913.42 | \$422,918.21 | \$355,851.03 | |
| December | \$524,297.94 | \$521,228.06 | \$244,153.89 | \$341,280.69 | \$417,269.79 | \$153,538.63 | |
| January | \$590,612.39 | \$549,457.98 | \$309,105.79 | \$436,448.97 | \$339,146.79 | \$140,640.39 | |
| February | \$712,106.49 | \$559,700.67 | \$297,198.27 | \$462,855.81 | \$372,877.42 | \$312,434.63 | |
| March | \$587,567.48 | \$578,509.63 | \$273,648.37 | \$481,687.90 | \$422,345.19 | \$290,958.93 | |
| April | \$640,541.51 | \$599,662.04 | \$278,933.28 | \$520,587.99 | \$271,965.89 | \$228,595.23 | |
| May | \$608,960.67 | \$543,627.95 | \$309,247.58 | \$473,770.32 | \$338,672.63 | \$337,349.11 | |
| June | \$569,163.71 | \$512,223.04 | \$360,812.59 | \$519,861.25 | \$358,399.51 | \$352,279.12 | |

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 October 2023.


Matthew P. Douglass, City Treasurer

City of Moberly Cash Balance Report - October 2023

| Fund # | Fund Name | Beginning Cash Balance | Revenues | Transfers In | Expenditures | Transfers Out | Ending Cash Balance |
|--------------------------|-------------------------------------|------------------------|------------|--------------|--------------|---------------|---------------------|
| 100 | General | 2,296,723.89 | 815,720.65 | 2,200.00 | 682,176.93 | 20,833.33 | 2,411,634.28 |
| 102 | Non-Resident Lodging Tax | 207,077.12 | 9,463.54 | - | 5,200.00 | - | 211,340.66 |
| 105 | Payroll | 528,730.17 | 1,659.85 | - | (41,305.78) | - | 571,695.80 |
| 110 | Solid Waste | 841,190.41 | 111,981.40 | - | 92,633.75 | - | 860,538.06 |
| 114 | Heritage Hills Golf Course | - | - | 3,834.00 | 3,834.00 | - | - |
| 115 | Parks and Recreation | (10,728.08) | 16,168.51 | 132,314.40 | 146,222.68 | - | (8,467.85) |
| 116 | Park Sales Tax | 693,424.02 | 126,823.62 | - | - | 136,148.40 | 684,099.24 |
| 120 | Airport | (178,618.72) | 25,434.99 | - | 33,815.53 | - | (186,999.26) |
| 125 | Perpetual Care Cemetery Sales | 6,155.23 | (27.00) | - | - | - | 6,128.23 |
| 126 | Perpetual Care Cemetery Investment | 547,608.20 | 1,738.43 | - | - | - | 549,346.63 |
| 135 | ARPA Grant Fund | 2,682,421.30 | 8,420.95 | - | - | 2,200.00 | 2,688,642.25 |
| 136 | ARPA Grant Projects Fund | (4,507.50) | - | - | 3,498.13 | - | (8,005.63) |
| 137 | Use Tax Trust | 258,880.90 | 812.71 | - | - | - | 259,693.61 |
| 140 | Veterans Memorial Flag Project | 40,379.09 | 126.76 | - | - | - | 40,505.85 |
| 300 | Utilities Collection | - | 593,398.78 | - | 49,656.37 | 543,742.41 | - |
| 301 | Utilities Operation and Maintenance | (32,637.60) | - | 351,985.23 | 341,735.82 | - | (22,388.19) |
| 302 | Utilities Replacement | 745,783.58 | - | 4,125.00 | - | - | 749,908.58 |
| 303 | Utilities Operating Reserve | 578,603.21 | 4,157.67 | 61,306.00 | 30,803.02 | - | 613,263.86 |
| 306 | Utilities Consumer Security | 205,998.67 | - | - | 852.63 | - | 205,146.04 |
| 307 | Sugar Creek Lake Fund | 65,969.51 | 327.10 | - | - | - | 66,296.61 |
| 314 | Route JJ Sewer Extension Fund | (374,285.48) | - | - | - | - | (374,285.48) |
| 350 | EDA Grant Projects Fund | (2,162,953.63) | - | - | 121,520.73 | - | (2,284,474.36) |
| 377 | 2004B SRF Bonds Debt Service | 1,290,010.35 | 4,049.74 | 42,427.55 | 38,112.13 | - | 1,298,375.51 |
| 378 | 2006A SRF Bonds Debt Service | 1,911,420.77 | 6,000.54 | 34,273.65 | 27,276.65 | - | 1,924,418.31 |
| 379 | 2004C Bond Debt Service | 199,569.00 | 626.51 | 29,934.58 | 26,448.94 | - | 203,681.15 |
| 380 | 2008A Bonds Debt Service | 126,484.78 | 397.08 | 14,569.86 | - | - | 141,451.72 |
| 381 | ESP Projects Debt Service | 243,395.22 | 764.09 | 49,624.98 | 135,340.85 | - | 158,443.44 |
| Escrow | | 1,026,212.66 | - | - | - | - | 1,026,212.66 |
| (funds 300-381 + escrow) | | 3,823,571.04 | 609,721.51 | 588,246.85 | 771,747.14 | 543,742.41 | 3,706,049.85 |
| 304 | Capital Improvement Trust | 1,202,477.23 | 112,759.09 | - | 16,957.80 | 54,587.77 | 1,243,690.75 |
| 400 | 911 Emergency Telephone | 61,580.49 | 8,530.38 | 20,833.33 | 47,793.72 | - | 43,150.48 |
| 406 | Inmate Security Fund | 17,690.90 | 1,186.54 | - | - | - | 18,877.44 |
| 408 | Police Forfeiture Fund | - | - | - | - | - | - |
| 600 | Transportation Trust | 2,651,862.76 | 122,242.75 | - | 46,757.25 | - | 2,727,348.26 |
| 601 | Street Improvement | 507,865.45 | 46,540.12 | - | 12,575.49 | - | 541,830.08 |
| 900 | MODAG Grant/Loan | 22,680.06 | 71.20 | - | - | - | 22,751.26 |
| 901 | Misc. Project Residuals | 156,177.29 | 490.29 | - | - | - | 156,667.58 |

| City of Moberly Cash Balance Report - October 2023 | | | | | | | |
|--|----------------------------------|------------------------|---------------------|-------------------|---------------------|-------------------|----------------------|
| Fund # | Fund Name | Beginning Cash Balance | Revenues | Transfers In | Expenditures | Transfers Out | Ending Cash Balance |
| 903 | Ameren MO Solar Rebates | 338,388.21 | - | - | 1,719.49 | - | 336,668.72 |
| 904 | Hometown Strong Fund | - | - | - | - | - | - |
| 905 | Retail Consulting Fund | 17,272.71 | 54.22 | - | - | - | 17,326.93 |
| 906 | Solar Systems Settlement Fund | 742,883.07 | - | - | 3,910.33 | - | 738,972.74 |
| 908 | Railcar Preservation Fund | 668.85 | 2.10 | - | - | - | 670.95 |
| 909 | Lucille Manor CDBG Reimbursement | 240,698.25 | 755.63 | - | - | - | 241,453.88 |
| 911 | Downtown CID Sales Tax | 212,251.15 | 10,055.17 | - | 16,300.00 | - | 206,006.32 |
| 912 | Downtown CID Property Tax | 288,291.28 | 905.04 | - | 4,000.00 | 1,733.84 | 283,462.48 |
| 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 | 64,578.47 | 202.73 | 11,817.17 | - | - | 76,598.37 |
| 919 | Downtown Hotel Fund | - | - | - | - | - | - |
| 995 | Health Trust | 360,975.54 | 141,645.28 | - | 102,905.55 | - | 399,715.27 |
| 995 | Investments | - | - | - | - | - | - |
| Total Health Trust | | 360,975.54 | 141,645.28 | - | 102,905.55 | - | 399,715.27 |
| Total Cash | | 20,272,648.78 | 2,173,486.46 | 759,245.75 | 1,950,742.01 | 759,245.75 | 20,495,393.23 |

City of Moberly Budget Comparison Report - October 2023

| Percentage of Year Completed | | | | | | | | | | 33.33% |
|------------------------------|-------------------------------------|------------|--------------|---------------|--------------|------------|--------------|---------------|-------------|--------|
| Revenues | | | | | Expenditures | | | | | |
| Fund # | Fund Name | Month | Year to Date | Total Budget | % of Budget | Month | Year to Date | Total Budget | % of Budget | |
| 100 | General | 817,920.65 | 2,985,534.88 | 11,868,752.18 | 25.15% | 734,301.05 | 3,327,062.93 | 11,868,752.18 | 28.03% | |
| 102 | Non-Resident Lodging Tax | 9,463.54 | 46,149.90 | 117,000.00 | 39.44% | 5,200.00 | 42,700.00 | 116,240.00 | 36.73% | |
| 105 | Payroll | 1,659.85 | 6,952.45 | 0.00 | 0.00% | -41,532.06 | 4,362.06 | 0.00 | 0.00% | |
| 110 | Solid Waste | 111,981.40 | 443,948.81 | 1,308,000.00 | 33.94% | 96,156.81 | 421,177.59 | 1,347,630.00 | 31.25% | |
| 114 | Heritage Hills Golf Course | 3,834.00 | 31,470.01 | 162,134.00 | 19.41% | 3,834.00 | 31,470.01 | 162,134.00 | 19.41% | |
| 115 | Parks and Recreation | 148,482.91 | 1,127,239.89 | 3,157,412.83 | 35.70% | 148,482.91 | 1,127,239.89 | 3,157,412.83 | 35.70% | |
| 116 | Park Sales Tax | 126,823.62 | 598,776.64 | 1,695,000.00 | 35.33% | 136,148.40 | 1,002,555.30 | 1,888,207.83 | 53.10% | |
| 120 | Airport | 25,434.99 | 134,946.71 | 608,333.45 | 22.18% | 34,275.15 | 153,330.71 | 607,083.63 | 25.26% | |
| 125 | Perpetual Care Cemetery Sales | -27.00 | 5,419.00 | 25,000.00 | 21.68% | 0.00 | 0.00 | 25,000.00 | 0.00% | |
| 126 | Perpetual Care Cemetery Investment | 1,738.43 | 7,042.63 | 39,500.00 | 17.83% | 0.00 | 0.00 | 14,500.00 | 0.00% | |
| 135 | ARPA Grant Fund | 8,420.95 | 33,820.80 | 65,000.00 | 52.03% | 2,200.00 | 2,200.00 | 2,000,000.00 | 0.11% | |
| 200 | ARPA Grant Projects Fund | 0.00 | 0.00 | 7,074,999.00 | 0.00% | 3,498.13 | 8,005.63 | 7,199,999.00 | 0.11% | |
| 200 | Veterans Memorial Flag Project | 126.76 | 1,260.52 | 2,500.00 | 50.42% | 0.00 | 1,191.30 | 1,000.00 | 119.13% | |
| 200 | Utilities Collection | 593,398.78 | 2,624,639.20 | 7,928,925.28 | 33.10% | 594,048.55 | 2,647,002.00 | 7,928,925.28 | 33.38% | |
| 301 | Utilities Operation and Maintenance | 351,985.23 | 1,844,838.32 | 5,716,192.99 | 32.27% | 356,938.12 | 1,844,838.32 | 5,716,192.99 | 32.27% | |
| 302 | Utilities Replacement | 4,125.00 | 16,500.00 | 49,500.00 | 33.33% | 0.00 | 0.00 | 0.00 | 0.00% | |
| 303 | Utilities Operating Reserve | 65,463.67 | 97,243.12 | 183,729.09 | 52.93% | 30,803.02 | 299,642.88 | 107,159.15 | 279.62% | |
| 304 | Capital Improvement Trust | 112,759.09 | 523,829.33 | 1,496,000.00 | 35.02% | 71,545.57 | 263,123.33 | 984,813.35 | 26.72% | |
| 307 | Sugar Creek Lake Fund | 327.10 | 1,583.11 | 3,000.00 | 52.77% | 0.00 | 0.00 | 0.00 | 0.00% | |
| 314 | Route JJ Sewer Extension Fund | 0.00 | 0.00 | 1,464,148.00 | 0.00% | 0.00 | 5,478.59 | 1,372,148.00 | 0.40% | |
| 350 | EDA Grant Projects Fund | 0.00 | 0.00 | 6,128,287.00 | 0.00% | 121,520.73 | 676,305.28 | 6,030,282.33 | 11.22% | |
| 377 | 2004B SRF Bonds Debt Service | 46,477.29 | 185,882.81 | 540,630.63 | 34.38% | 38,112.13 | 152,448.52 | 1,415,294.03 | 10.77% | |
| 378 | 2006A SRF Bonds Debt Service | 40,274.19 | 161,066.94 | 456,283.75 | 35.30% | 27,276.65 | 115,689.98 | 374,712.50 | 30.87% | |
| 379 | 2004C Bond Debt Service | 30,561.09 | 125,374.89 | 363,715.00 | 34.47% | 26,448.94 | 105,795.76 | 327,150.00 | 32.34% | |
| 380 | 2008A Bonds Debt Service | 14,966.94 | 61,525.13 | 177,338.35 | 34.69% | 0.00 | 37,553.33 | 159,443.95 | 23.55% | |
| 381 | ESP Projects Debt Service | 50,389.07 | 201,047.57 | 599,099.74 | 33.56% | 135,340.85 | 270,681.70 | 541,363.40 | 50.00% | |
| 400 | 911 Emergency Telephone | 29,363.71 | 357,673.26 | 669,890.00 | 53.39% | 50,210.17 | 281,613.57 | 696,666.69 | 40.42% | |
| 406 | Inmate Security Fund | 1,186.54 | 2,949.26 | 1,000.00 | 294.93% | 0.00 | 0.00 | 0.00 | 0.00% | |
| 600 | Transportation Trust | 122,242.75 | 583,384.92 | 2,459,900.00 | 23.72% | 46,757.25 | 663,263.48 | 1,614,800.00 | 41.07% | |
| 601 | Street Improvement | 46,540.12 | 199,233.90 | 527,500.00 | 37.77% | 12,575.49 | 197,528.76 | 725,928.00 | 27.21% | |
| 903 | Ameren MO Solar Rebates | 0.00 | 0.00 | 0.00 | 0.00% | 1,719.49 | 6,877.96 | 0.00 | 0.00% | |

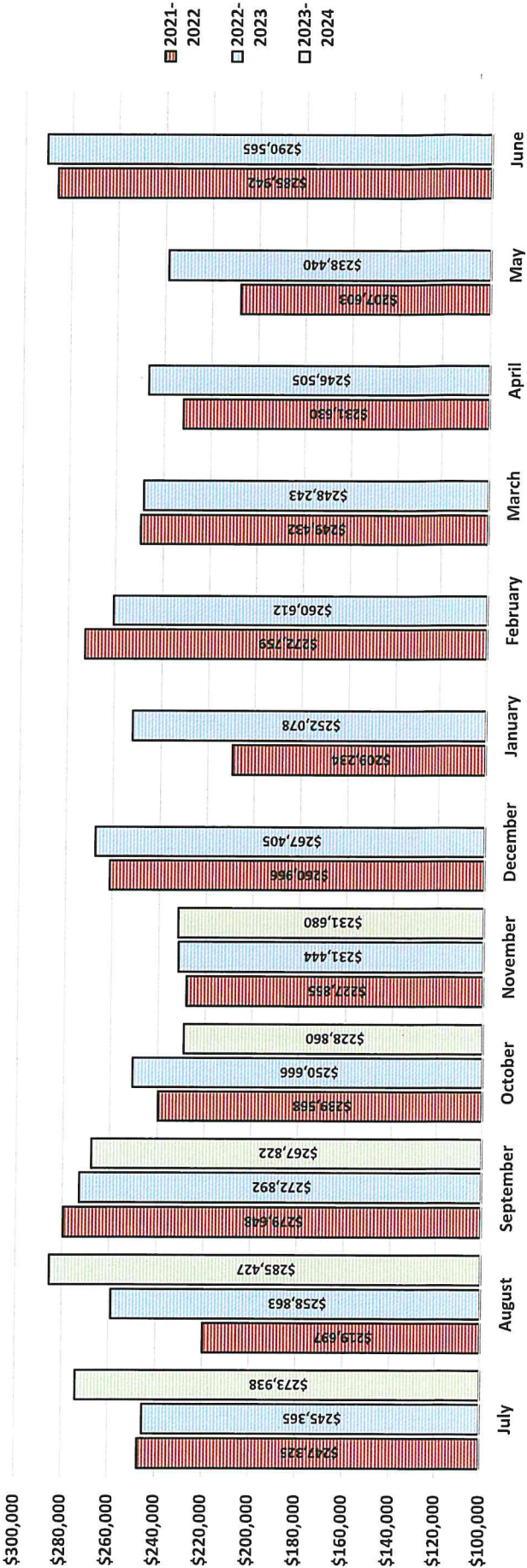
City of Moberly Budget Comparison Report - October 2023

| Percentage of Year Completed | | | | | | | | | | | 33.33% | | |
|------------------------------|----------------------------------|--------------|---------------|---------------|-------------|--------------|---------------|---------------|-------------|--|--------------|--|--|
| Revenues | | | | | | | | | | | Expenditures | | |
| Fund # | Fund Name | Month | Year to Date | Total Budget | % of Budget | Month | Year to Date | Total Budget | % of Budget | | | | |
| 904 | Hometown Strong Fund | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00% | | | | |
| 905 | Retail Consulting Fund | 54.22 | 217.64 | 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 | 15,641.32 | 0.00 | 0.00% | | | | |
| 908 | Railcar Preservation Fund | 2.10 | 8.43 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00% | | | | |
| 909 | Lucille Manor CDBG Reimbursement | 755.63 | 6,825.16 | 30,325.00 | 22.51% | 0.00 | 0.00 | 150,000.00 | 0.00% | | | | |
| 911 | Downtown CID Sales Tax | 10,055.17 | 48,285.42 | 101,680.00 | 47.49% | 16,300.00 | 22,405.50 | 101,300.00 | 22.12% | | | | |
| 912 | Downtown CID Property Tax | 905.04 | 15,064.06 | 215,000.00 | 7.01% | 5,733.84 | 69,050.12 | 462,616.08 | 14.93% | | | | |
| 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 | 12,019.90 | 48,467.32 | 143,906.04 | 33.68% | 0.00 | 64,457.30 | 128,914.60 | 50.00% | | | | |
| 919 | Downtown Hotel Fund | 0.00 | 0.00 | 275,000.00 | 0.00% | 0.00 | 0.00 | 275,000.00 | 0.00% | | | | |
| 920 | Health Trust | 141,645.28 | 568,305.99 | 0.00 | 0.00% | 102,905.55 | 516,571.13 | 0.00 | 0.00% | | | | |
| TOTALS | | 2,931,358.01 | 13,096,508.02 | 55,654,682.33 | 23.53% | 2,764,711.07 | 14,377,264.25 | 57,500,669.82 | 25.00% | | | | |

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

| | 2021-2022 | | | | | 2022-2023 | | | | | 2023-2024 | | | | |
|-----------|-------------------|-------------|------------|---------------------|--------------|-------------|-------------------|------------|---------------------|-------------------|-------------|-------------|-------------------|---------------------|--------------|
| | Budget Comparison | | | Budget Comparison | | | Budget Comparison | | | Budget Comparison | | | Budget Comparison | | |
| | Amount | YTD Amount | YTD Change | YTD Budgeted Amount | +/- Budget % | Amount | YTD Amount | YTD Change | YTD Budgeted Amount | +/- Budget % | Amount | YTD Amount | YTD Change | YTD Budgeted Amount | +/- Budget % |
| July | \$247,325 | \$247,325 | -1.1% | 225,000 | 9.9% | \$245,365 | \$245,365 | -0.8% | 245,833 | -0.2% | \$273,938 | \$273,938 | 11.6% | 254,167 | 7.8% |
| August | \$219,697 | \$467,022 | 1.3% | 450,000 | 3.8% | \$258,863 | \$504,227 | 8.0% | 491,667 | 2.6% | \$285,427 | \$559,365 | 10.9% | 508,333 | 10.0% |
| September | \$279,648 | \$746,670 | 2.8% | 675,000 | 10.6% | \$272,892 | \$777,119 | 4.1% | 737,500 | 5.4% | \$267,822 | \$827,187 | 6.4% | 762,500 | 8.5% |
| October | \$239,568 | \$986,238 | 4.1% | 900,000 | 9.6% | \$250,666 | \$1,027,785 | 4.2% | 983,333 | 4.5% | \$228,860 | \$1,056,046 | 2.7% | 1,016,667 | 3.9% |
| November | \$227,855 | \$1,214,092 | 7.5% | 1,125,000 | 7.9% | \$231,444 | \$1,259,229 | 3.7% | 1,229,167 | 2.4% | \$231,680 | \$1,287,726 | 2.3% | 1,270,833 | 1.3% |
| December | \$260,966 | \$1,475,059 | 8.0% | 1,350,000 | 9.3% | \$267,405 | \$1,526,635 | 3.5% | 1,475,000 | 3.5% | | | | 1,525,000 | |
| January | \$209,234 | \$1,684,292 | 6.8% | 1,575,000 | 6.9% | \$252,078 | \$1,778,713 | 5.6% | 1,720,833 | 3.4% | | | | 1,779,167 | |
| February | \$272,759 | \$1,957,051 | 9.0% | 1,800,000 | 8.7% | \$280,612 | \$2,039,325 | 4.2% | 1,966,667 | 3.7% | | | | 2,033,333 | |
| March | \$249,432 | \$2,206,484 | 8.7% | 2,025,000 | 9.0% | \$248,243 | \$2,287,568 | 3.7% | 2,212,500 | 3.4% | | | | 2,287,500 | |
| April | \$231,630 | \$2,438,114 | 9.5% | 2,250,000 | 8.4% | \$246,505 | \$2,534,072 | 3.9% | 2,458,333 | 3.1% | | | | 2,541,667 | |
| May | \$207,603 | \$2,645,716 | 8.2% | 2,475,000 | 6.9% | \$238,440 | \$2,772,512 | 4.8% | 2,704,167 | 2.5% | | | | 2,795,833 | |
| June | \$285,942 | \$2,931,659 | 6.5% | 2,700,000 | 8.6% | \$290,565 | \$3,063,077 | 4.5% | 2,950,000 | 3.8% | | | | 3,050,000 | |
| Total | \$2,931,659 | | | | | \$3,063,077 | | | | | \$1,287,726 | | | | |

Annual Comparison by Month



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

| | 2021-2022 | | | | | 2022-2023 | | | | | 2023-2024 | | | | |
|-----------|-------------------|-------------|------------|---------------------|--------------|-------------|-------------------|------------|---------------------|-------------------|-----------|------------|-------------------|---------------------|--------------|
| | Budget Comparison | | | Budget Comparison | | | Budget Comparison | | | Budget Comparison | | | Budget Comparison | | |
| | Amount | YTD Amount | YTD Change | YTD Budgeted Amount | +/- Budget % | Amount | YTD Amount | YTD Change | YTD Budgeted Amount | +/- Budget % | Amount | YTD Amount | YTD Change | YTD Budgeted Amount | +/- Budget % |
| July | \$119,791 | \$119,791 | -1.6% | 108,333 | 10.6% | \$118,528 | \$118,528 | -1.1% | 117,500 | 0.9% | \$129,976 | \$129,976 | 9.7% | 122,917 | 5.7% |
| August | \$107,096 | \$226,888 | 1.4% | 216,667 | 4.7% | \$125,805 | \$244,333 | 7.7% | 235,000 | 4.0% | \$141,010 | \$270,986 | 10.9% | 245,833 | 10.2% |
| September | \$134,704 | \$361,592 | 3.0% | 325,000 | 11.3% | \$133,437 | \$377,769 | 4.5% | 352,500 | 7.2% | \$130,036 | \$401,022 | 6.2% | 368,750 | 8.8% |
| October | \$113,921 | \$475,513 | 4.1% | 433,333 | 9.7% | \$119,394 | \$497,163 | 4.6% | 470,000 | 5.8% | \$108,984 | \$510,006 | 2.6% | 491,667 | 3.7% |
| November | \$108,728 | \$584,240 | 7.4% | 541,667 | 7.9% | \$110,199 | \$607,363 | 4.0% | 587,500 | 3.4% | \$109,818 | \$619,824 | 2.1% | 614,583 | 0.9% |
| December | \$125,041 | \$709,282 | 7.7% | 650,000 | 9.1% | \$128,399 | \$735,762 | 3.7% | 705,000 | 4.4% | | | | 737,500 | |
| January | \$103,883 | \$813,165 | 7.1% | 758,333 | 7.2% | \$118,615 | \$854,377 | 5.1% | 822,500 | 3.9% | | | | 860,417 | |
| February | \$128,441 | \$941,606 | 9.1% | 866,667 | 8.6% | \$126,970 | \$981,348 | 4.2% | 940,000 | 4.4% | | | | 983,333 | |
| March | \$116,931 | \$1,058,537 | 8.6% | 975,000 | 8.6% | \$116,714 | \$1,098,061 | 3.7% | 1,057,500 | 3.8% | | | | 1,106,250 | |
| April | \$108,526 | \$1,167,063 | 9.5% | 1,083,333 | 7.7% | \$114,912 | \$1,212,973 | 3.9% | 1,175,000 | 3.2% | | | | 1,229,167 | |
| May | \$97,513 | \$1,264,576 | 7.7% | 1,191,667 | 6.1% | \$111,759 | \$1,324,732 | 4.8% | 1,292,500 | 2.5% | | | | 1,352,083 | |
| June | \$138,569 | \$1,403,145 | 6.4% | 1,300,000 | 7.9% | \$138,887 | \$1,463,619 | 4.3% | 1,410,000 | 3.8% | | | | 1,475,000 | |
| Total | \$1,403,145 | | | | | \$1,463,619 | | | | | \$619,824 | | | | |

Annual Comparison by Month

\$160,000

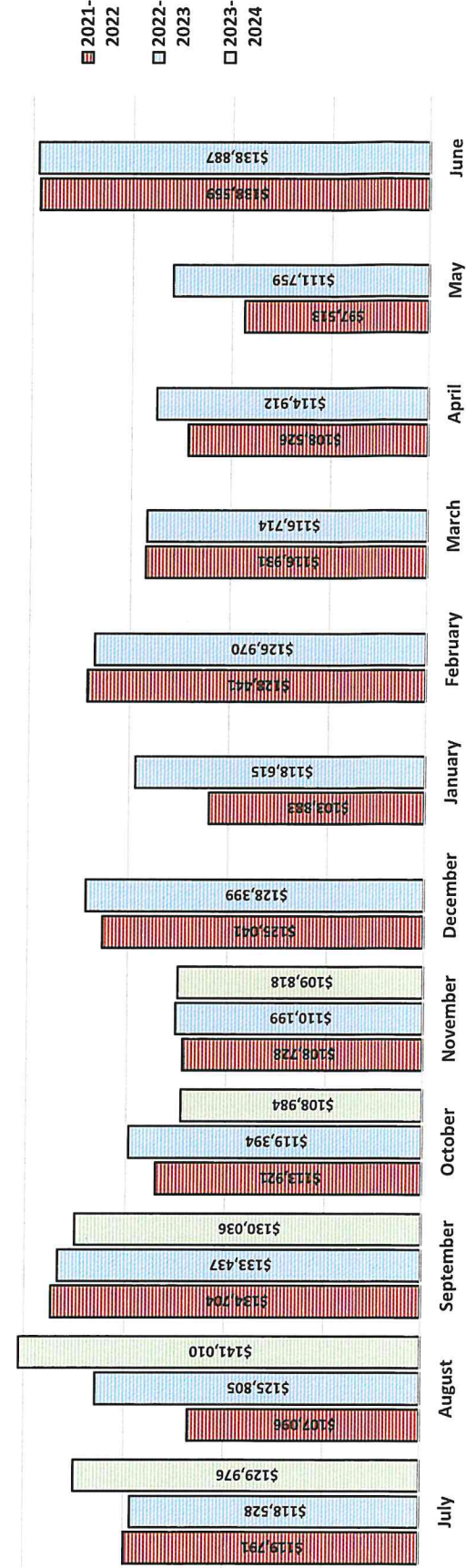
\$140,000

\$120,000

\$100,000

\$80,000

\$60,000



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

| | 2021-2022 | | | | | 2022-2023 | | | | | 2023-2024 | | | | |
|-----------|-------------------|-------------|------------|---------------------|--------------|-------------|-------------------|------------|---------------------|-------------------|-----------|------------|-------------------|---------------------|--------------|
| | Budget Comparison | | | Budget Comparison | | | Budget Comparison | | | Budget Comparison | | | Budget Comparison | | |
| | Amount | YTD Amount | YTD Change | YTD Budgeted Amount | +/- Budget % | Amount | YTD Amount | YTD Change | YTD Budgeted Amount | +/- Budget % | Amount | YTD Amount | YTD Change | YTD Budgeted Amount | +/- Budget % |
| July | \$119,791 | \$119,791 | -1.6% | 108,333 | 10.6% | \$118,528 | \$118,528 | -1.1% | 117,500 | 0.9% | \$129,976 | \$129,976 | 9.7% | 122,917 | 5.7% |
| August | \$107,096 | \$226,888 | 1.4% | 216,667 | 4.7% | \$125,805 | \$244,333 | 7.7% | 235,000 | 4.0% | \$141,010 | \$270,986 | 10.9% | 245,833 | 10.2% |
| September | \$134,704 | \$361,592 | 3.0% | 325,000 | 11.3% | \$133,437 | \$377,769 | 4.5% | 352,500 | 7.2% | \$130,036 | \$401,022 | 6.2% | 368,750 | 8.8% |
| October | \$113,921 | \$475,513 | 4.1% | 433,333 | 9.7% | \$119,394 | \$497,163 | 4.6% | 470,000 | 5.8% | \$108,984 | \$510,006 | 2.6% | 491,667 | 3.7% |
| November | \$108,460 | \$583,973 | 7.4% | 541,667 | 7.8% | \$110,199 | \$607,363 | 4.0% | 587,500 | 3.4% | \$109,818 | \$619,824 | 2.1% | 614,583 | 0.9% |
| December | \$125,040 | \$709,013 | 7.7% | 650,000 | 9.1% | \$128,399 | \$735,762 | 3.8% | 705,000 | 4.4% | | | | 737,500 | |
| January | \$103,883 | \$812,896 | 7.0% | 758,333 | 7.2% | \$118,615 | \$854,377 | 5.1% | 822,500 | 3.9% | | | | 860,417 | |
| February | \$128,441 | \$941,337 | 9.0% | 866,667 | 8.6% | \$126,970 | \$981,348 | 4.3% | 940,000 | 4.4% | | | | 983,333 | |
| March | \$116,931 | \$1,058,268 | 8.6% | 975,000 | 8.5% | \$116,714 | \$1,098,061 | 3.8% | 1,057,500 | 3.8% | | | | 1,106,250 | |
| April | \$108,526 | \$1,166,794 | 9.5% | 1,083,333 | 7.7% | \$114,912 | \$1,212,973 | 4.0% | 1,175,000 | 3.2% | | | | 1,229,167 | |
| May | \$97,513 | \$1,264,307 | 7.7% | 1,191,667 | 6.1% | \$111,759 | \$1,324,732 | 4.8% | 1,292,500 | 2.5% | | | | 1,352,083 | |
| June | \$138,569 | \$1,402,876 | 6.3% | 1,300,000 | 7.9% | \$138,887 | \$1,463,619 | 4.3% | 1,410,000 | 3.8% | | | | 1,475,000 | |
| Total | \$1,402,876 | | | | | \$1,463,619 | | | | | \$619,824 | | | | |

Annual Comparison by Month

\$160,000

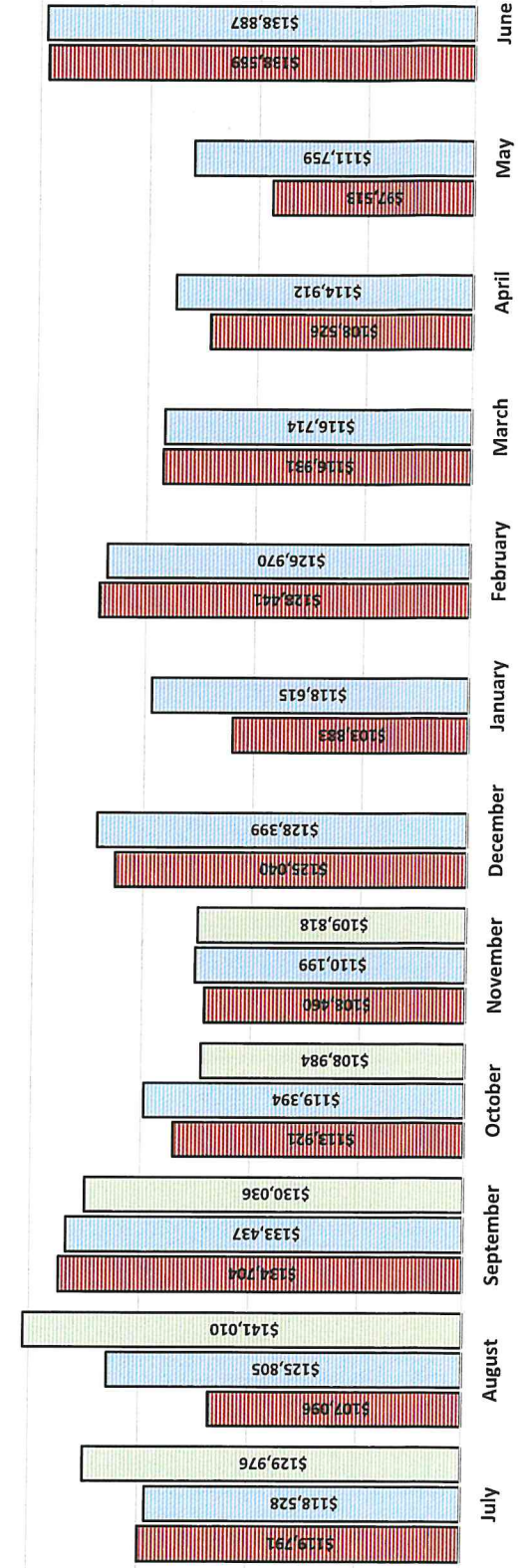
\$140,000

\$120,000

\$100,000

\$80,000

\$60,000

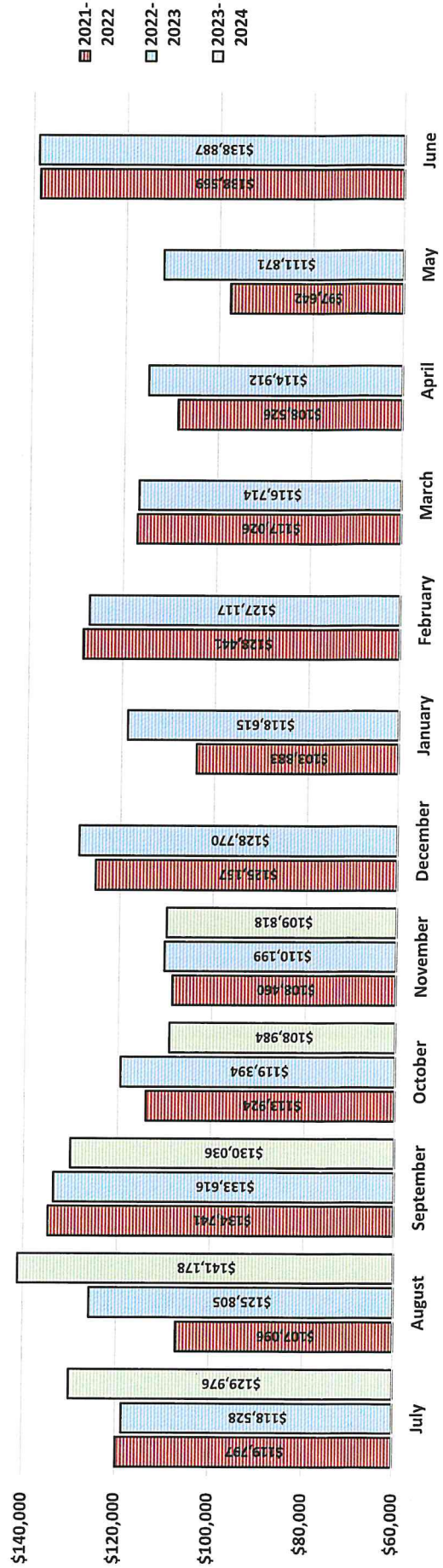


City of Moberly One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis

| | 2021-2022 | | | | | 2022-2023 | | | | | 2023-2024 | | | | |
|-----------|-------------------|-------------|------------|---------------------|--------------|-------------|-------------------|------------|---------------------|-------------------|-----------|------------|-------------------|---------------------|--------------|
| | Budget Comparison | | | Budget Comparison | | | Budget Comparison | | | Budget Comparison | | | Budget Comparison | | |
| | Amount | YTD Amount | YTD Change | YTD Budgeted Amount | +/- Budget % | Amount | YTD Amount | YTD Change | YTD Budgeted Amount | +/- Budget % | Amount | YTD Amount | YTD Change | YTD Budgeted Amount | +/- Budget % |
| July | \$119,797 | \$119,797 | -1.6% | 108,333 | 10.6% | \$118,528 | \$118,528 | -1.1% | 117,500 | 0.9% | \$129,976 | \$129,976 | 9.7% | 122,917 | 5.7% |
| August | \$107,096 | \$226,894 | 1.4% | 216,667 | 4.7% | \$125,805 | \$244,333 | 7.7% | 235,000 | 4.0% | \$141,178 | \$271,154 | 11.0% | 245,833 | 10.3% |
| September | \$134,741 | \$361,635 | 3.0% | 325,000 | 11.3% | \$133,616 | \$377,949 | 4.5% | 352,500 | 7.2% | \$130,036 | \$401,190 | 6.1% | 368,750 | 8.8% |
| October | \$113,924 | \$475,558 | 4.1% | 433,333 | 9.7% | \$119,394 | \$497,343 | 4.6% | 470,000 | 5.8% | \$108,984 | \$510,175 | 2.6% | 491,667 | 3.8% |
| November | \$108,460 | \$584,018 | 7.4% | 541,667 | 7.8% | \$110,199 | \$607,542 | 4.0% | 587,500 | 3.4% | \$109,818 | \$619,992 | 2.0% | 614,583 | 0.9% |
| December | \$125,157 | \$709,176 | 7.7% | 650,000 | 9.1% | \$128,770 | \$736,313 | 3.8% | 705,000 | 4.4% | | | | 737,500 | |
| January | \$103,883 | \$813,059 | 7.0% | 758,333 | 7.2% | \$118,615 | \$854,928 | 5.1% | 822,500 | 3.9% | | | | 860,417 | |
| February | \$128,441 | \$941,500 | 9.0% | 866,667 | 8.6% | \$127,117 | \$982,045 | 4.3% | 940,000 | 4.5% | | | | 983,333 | |
| March | \$117,026 | \$1,058,525 | 8.6% | 975,000 | 8.6% | \$116,714 | \$1,098,759 | 3.8% | 1,057,500 | 3.9% | | | | 1,106,250 | |
| April | \$108,526 | \$1,167,051 | 9.5% | 1,083,333 | 7.7% | \$114,912 | \$1,213,670 | 4.0% | 1,175,000 | 3.3% | | | | 1,229,167 | |
| May | \$97,642 | \$1,264,693 | 7.7% | 1,191,667 | 6.1% | \$111,871 | \$1,325,541 | 4.8% | 1,292,500 | 2.6% | | | | 1,352,083 | |
| June | \$138,569 | \$1,403,262 | 6.4% | 1,300,000 | 7.9% | \$138,887 | \$1,464,428 | 4.4% | 1,410,000 | 3.9% | | | | 1,475,000 | |
| Total | \$1,403,262 | | | | | \$1,464,428 | | | | | \$619,992 | | | | |

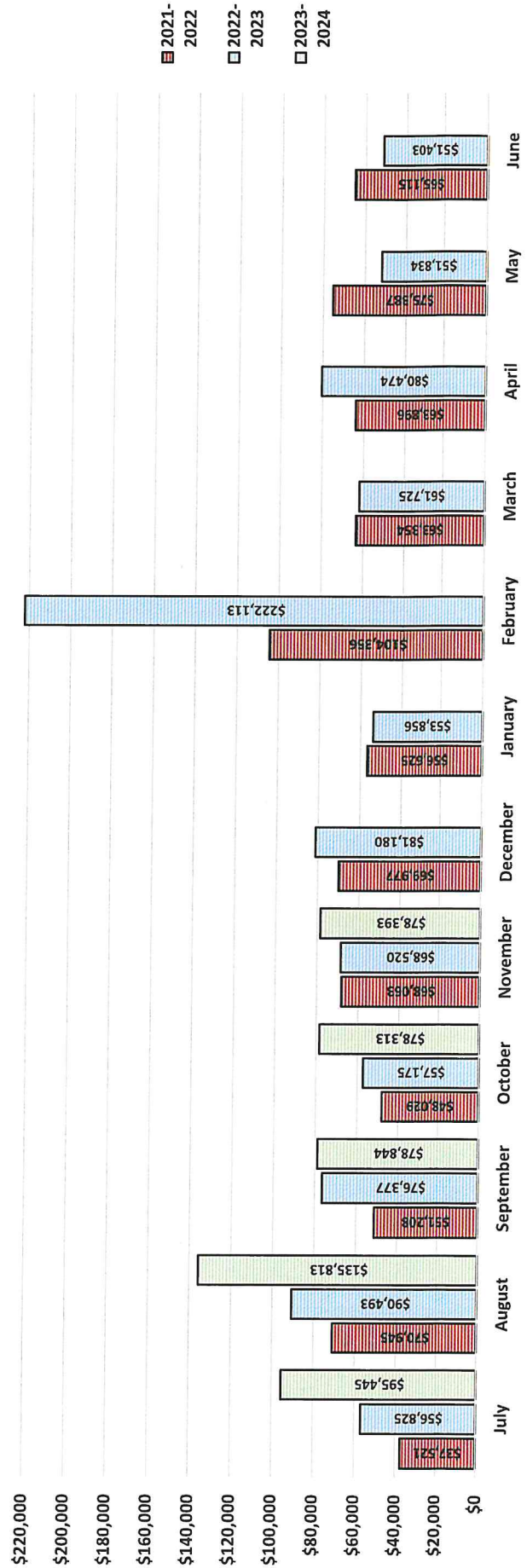
Annual Comparison by Month

\$160,000



City of Moberly

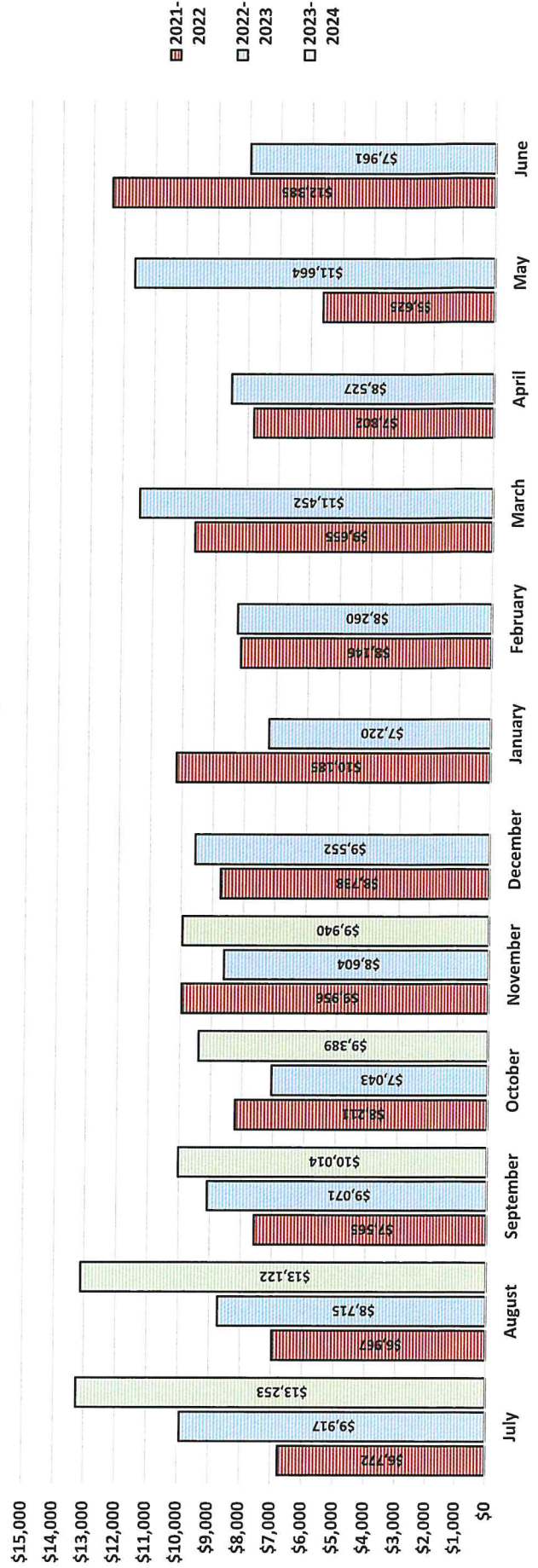
| 2021-2022 | | Budget Comparison | | |
|-----------|------------|-------------------|---------------------|--------------|
| | YTD Amount | YTD Change | YTD Budgeted Amount | +/- Budget % |
| July | \$37,521 | -19.1% | 54,167 | -30.7% |
| August | \$70,945 | 0.8% | 108,333 | 0.1% |
| September | \$51,208 | 2.9% | 162,500 | -1.7% |
| October | \$48,029 | 0.0% | 216,667 | -4.1% |
| November | \$68,063 | 3.7% | 270,833 | 1.8% |
| December | \$69,977 | 10.2% | 325,000 | 6.4% |
| January | \$56,625 | 13.2% | 379,167 | 6.1% |
| February | \$104,356 | 16.6% | 433,333 | 16.9% |
| March | \$63,354 | 13.9% | 487,500 | 16.9% |
| April | \$63,896 | 14.1% | 541,667 | 17.0% |
| May | \$75,387 | 17.6% | 595,833 | 19.1% |
| June | \$65,115 | 17.6% | 650,000 | 19.1% |
| Total | \$774,475 | | | |



City of Moberly One Percent (1%) Downtown CID Fund Sales & Use Tax Analysis

| | 2021-2022 | | | | 2022-2023 | | | | 2023-2024 | | | |
|-----------|-----------|------------|---------------------|--------|-----------|------------|---------------------|--------|-----------|------------|---------------------|--------|
| | YTD | | | Change | YTD | | | Change | YTD | | | Change |
| | Amount | YTD Amount | YTD Budgeted Amount | | Amount | YTD Amount | YTD Budgeted Amount | | Amount | YTD Amount | YTD Budgeted Amount | |
| July | \$6,772 | \$6,772 | 4,583 | 47.7% | \$9,917 | \$9,917 | 8,333 | 19.0% | \$13,253 | \$13,253 | 8,333 | 59.0% |
| August | \$6,967 | \$13,738 | 9,167 | 49.9% | \$8,715 | \$18,632 | 16,667 | 11.8% | \$13,122 | \$26,374 | 16,667 | 58.2% |
| September | \$7,565 | \$21,303 | 13,750 | 54.9% | \$9,071 | \$27,703 | 25,000 | 10.8% | \$10,014 | \$36,388 | 25,000 | 45.6% |
| October | \$8,211 | \$29,514 | 18,333 | 61.0% | \$7,043 | \$34,746 | 33,333 | 4.2% | \$9,389 | \$45,777 | 33,333 | 37.3% |
| November | \$9,956 | \$39,470 | 22,917 | 72.2% | \$8,604 | \$43,350 | 41,667 | 4.0% | \$9,940 | \$55,718 | 41,667 | 33.7% |
| December | \$8,738 | \$48,208 | 27,500 | 75.3% | \$9,552 | \$52,902 | 50,000 | 5.8% | | | 50,000 | |
| January | \$10,185 | \$58,393 | 32,083 | 82.0% | \$7,220 | \$60,122 | 58,333 | 3.1% | | | 58,333 | |
| February | \$8,146 | \$66,539 | 36,667 | 81.5% | \$8,260 | \$68,382 | 66,667 | 2.6% | | | 66,667 | |
| March | \$9,655 | \$76,194 | 41,250 | 84.7% | \$11,452 | \$79,834 | 75,000 | 6.4% | | | 75,000 | |
| April | \$7,802 | \$83,996 | 45,833 | 83.3% | \$8,527 | \$88,361 | 83,333 | 6.0% | | | 83,333 | |
| May | \$5,625 | \$89,620 | 50,417 | 77.8% | \$11,664 | \$100,026 | 91,667 | 9.1% | | | 91,667 | |
| June | \$12,385 | \$102,005 | 55,000 | 85.5% | \$7,961 | \$107,987 | 100,000 | 8.0% | | | 100,000 | |
| Total | \$102,005 | | | | \$107,987 | | | | \$55,718 | | | |

Annual Comparison by Month



City of Moberly Health Plan Trust
Comparative Profit & Loss Statement - October 2023

| <u>Income</u> | <u>July-October 2023</u> | <u>July-October 2022</u> | <u>\$ Change</u> | <u>% Change</u> |
|--------------------------------|--------------------------|--------------------------|---------------------------|-----------------------|
| 4900 Miscellaneous | 22,291.99 | 32,192.14 | (9,900.15) | -30.75% |
| 4901 Interest Income | 4,063.34 | 1,234.50 | 2,828.84 | 229.15% |
| 4950 Employer Contributions | 448,720.49 | 430,843.40 | 17,877.09 | 4.15% |
| 4951 Employee Contributions | 91,720.27 | 83,885.67 | 7,834.60 | 9.34% |
| 4952 Employee Cobra Payments | 0.00 | 281.52 | (281.52) | -100.00% |
| 4953 Reinsurance Refunds | 1,109.90 | 25,097.11 | (23,987.21) | -95.58% |
| 4954 Employee Buy-up Premiums | <u>400.00</u> | <u>1,650.00</u> | <u>(1,250.00)</u> | <u>-75.76%</u> |
| Total Income | 568,305.99 | 575,184.34 | (6,878.35) | -1.20% |
| <u>Expenditures</u> | | | | |
| 5406 Contracted Services | 2,028.00 | 452.50 | 1,575.50 | 348.18% |
| 5806 Miscellaneous | 6.00 | 54.00 | (48.00) | -88.89% |
| 5817 Bank Fees | 355.93 | 448.11 | (92.18) | -20.57% |
| 5850 Health Claims Paid | 236,514.81 | 252,450.19 | (15,935.38) | -6.31% |
| 5851 Pharmaceuticals | 75,456.62 | 72,342.35 | 3,114.27 | 4.30% |
| 5852 Reinsurance Premiums | 132,536.88 | 113,642.60 | 18,894.28 | 16.63% |
| 5853 Life Insurance Premiums | 9,993.95 | 10,892.95 | (899.00) | -8.25% |
| 5854 Medical Claims Admin Fees | 25,715.60 | 25,322.91 | 392.69 | 1.55% |
| 5855 Dental Claims Admin Fees | 3,489.00 | 1,313.20 | 2,175.80 | 165.69% |
| 5856 Air Ambulance Memberships | 6,721.00 | 5,503.00 | 1,218.00 | 22.13% |
| 5857 Dental Claims Paid | 23,348.34 | 19,200.58 | 4,147.76 | 21.60% |
| 5858 HSA Account Fees | <u>405.00</u> | <u>267.50</u> | <u>137.50</u> | <u>51.40%</u> |
| Total Expenditures | <u>516,571.13</u> | <u>501,889.89</u> | <u>14,681.24</u> | <u>2.93%</u> |
| Net Income (Loss) | <u>51,734.86</u> | <u>73,294.45</u> | <u>(21,559.59)</u> | <u>-29.42%</u> |

City of Moberly Health Plan Trust
Comparative Balance Sheet - October 31, 2023

| <u>ASSETS</u> | <u>October 31, 2023</u> | <u>October 31, 2022</u> | <u>\$ Change</u> | <u>% Change</u> |
|---------------------------------------|--------------------------|--------------------------|---------------------------|----------------------|
| Current Assets | | | | |
| 1000 Cash | <u>399,715.27</u> | <u>435,605.63</u> | <u>(35,890.36)</u> | <u>-8.24%</u> |
| Total Current Assets | <u>399,715.27</u> | <u>435,605.63</u> | <u>(35,890.36)</u> | <u>-8.24%</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> |
| TOTAL ASSETS | <u>399,715.27</u> | <u>435,605.63</u> | <u>(35,890.36)</u> | <u>-8.24%</u> |
| <u>LIABILITIES & EQUITY</u> | | | | |
| Equity | | | | |
| 3000 Unreserved Fund Balance | <u>347,980.41</u> | <u>362,311.18</u> | <u>(14,330.77)</u> | <u>-3.96%</u> |
| Net Income (Loss) | <u>51,734.86</u> | <u>73,294.45</u> | <u>(21,559.59)</u> | <u>-29.42%</u> |
| Total Equity | <u>399,715.27</u> | <u>435,605.63</u> | <u>(35,890.36)</u> | <u>-8.24%</u> |
| TOTAL LIABILITIES & EQUITY | <u>399,715.27</u> | <u>435,605.63</u> | <u>(35,890.36)</u> | <u>-8.24%</u> |



Monthly Report

October 2023

| | | 2023 | 2022 |
|---------------------|----------------------------------|----------|--|
| Parks | Thompson Campground | 75 | Campground Daily(65) Monthly(10) 181 |
| | Misc. Thompson Campground | \$0.00 | \$80.00 |
| | Miscellaneous Park Fees | \$886.70 | Raw water(\$249.20) and scrap sales(\$637.50) \$5.00 |
| | Overnight Fishing Passes | - | - |
| | Paddleboat Rental | \$110.00 | Paddle Boat Rental(11) \$60.00 |
| | Canoe Storage | - | - |
| | Archery Range | - | - |
| | Overlook & Plaza | - | - |
| | Midway | - | - |
| | Agricultural Barns | - | - |
| | Equestrian Area/ Rodeo Ground | 1 | 4-H(1) 0 |
| | James Youth Center | 8 | School Art Competition(1) Family Reunion(3) Church Services & Picnic(1) Fair Board Meeting(1) Private Event(1 res, 2 days) Anniversary Party(1) Wedding((1) Cross Country Run(1) Baby Shower(1) Wedding(1 res, 2 days) Birthday Party(1) Funeral Dinner(1) Internal: City Utilities Meeting(1) 8 |
| | Lodge | 7 | 10 |
| | Lion's Beuth Park | - | - |
| | Tannehill Park & Gazebo | 0 | 1 |
| | Depot Park (Entire Park) | 1 | Fall Festival put on by the Creators Studio(1) 0 |
| | Rothwell Park 5K / Complex 5K | 1 | Cross Country Event(1) 1 |
| | | 2023 | 2022 |
| Age due to weather) | Red 1 | 15 | MACC Baseball Practices(9) MACC Baseball Games(6) 9 |
| | Red 2 | 1 | Little Spartan Football Playoffs(1 res. For 2 days) 0 |
| | Blue 1 | 9 | Little Spartan Football Practices(8) Little Spartan Football Playoffs(1 res. For 2 days) 8 |
| | Blue 2 | 1 | Little Spartan Football Playoffs(1 res. For 2 days) 0 |
| | Blue 3 | 9 | Little Spartan Football Practices(8) Little Spartan Football Playoffs(1 res. For 2 days) 8 |

Fields (Practices and Games subject to char

| | | | |
|-------------------------------------|----|--|----|
| Green 1 | 1 | Little Spartan Football Playoffs(1 res. For 2 days) | 0 |
| Green 2 | 2 | Youth Group Event(1) Little Spartan Football Playoffs(1 res. For 2 days) | 0 |
| Green 3 | 7 | Adult Coed Softball Games(6) Little Spartan Football Playoffs(1 res. For 2 days) | 30 |
| Green 4 | 24 | MACC Softball Practices(21) MACC Softball Games(2 games in one day) Chillicothe District Game(1) Little Spartan Football Playoffs(1 res. For 2 days) | 2 |
| Green 5 | 7 | Adult Coed Softball Games(6) Little Spartan Football Playoffs(1 res. For 2 days) | 7 |
| Green 6 | 1 | Little Spartan Football Playoffs(1 res. For 2 days) | 0 |
| Groeber | - | | - |
| Meinert | 1 | Coed Softball Practice(1) | 0 |
| Patrick | - | | - |
| Fox Field | - | | - |
| Fox Park Pickleball / Tennis Courts | - | | - |
| Batting Cages | - | | - |
| Shelter 1 Tennis Courts | - | | - |
| Wilhite Tennis Courts | - | | - |

2023

2022

Shelters

| | | | |
|---------------------------------------|---|---|---|
| Shelter 1 | 2 | Customer Appreciation O'Reilly Auto Parts(1) Family Reunion(1) | 2 |
| Shelter 3 | 1 | Private Event(1) | 1 |
| Shelter 5 | 1 | Birthday Party(1) | 4 |
| Fox Park Shelter | 1 | Private Event(1) | 2 |
| Klein Shelter | 5 | FFA Barn Warming(1) Anniversary Party(1) Birthday Party(1) Private(2) | 4 |
| Lake Pavilion | 1 | Private Event(1) | 0 |
| Riley Pavilion | 1 | Cross Country Event(1) | 0 |
| Meditation Garden and Legacy Overlook | - | | - |
| Depot Park Shelter | 0 | | 1 |

2023

2022

Auditorium

| | | | |
|-----------------|---|--|---|
| Entire Facility | 6 | Wedding(2 res. For 2 days) Unfinished Pieces Trivia Night(1) UW Mother Son Dance(1) Internal: PD/FD Blood Drive (1) City Health Fair(1 res. For 2 days) | 7 |
|-----------------|---|--|---|

| | | 2023 | 2022 |
|----------------|-----------------|------|------|
| Aquatic Center | Entire Facility | - | - |
| | | | |
| | Sunshade Area | - | - |
| | | 2023 | 2022 |

| Recreation | 800-1000 | Trick-or-Treat Trail | 3,000 people |
|------------|----------|--------------------------|--------------|
| | 64 | Participating Businesses | total 59 |

Director – Troy Bock

- Hired a wood carver to carve a bison. I worked with park staff on finding a visible, but safe location and pouring the concrete base. It will be at the campground where the old brick Thompson Campground sign used to be. We hope to move the carving in late November after the base cures.
- Had meetings with staff, other departments, and agencies involved in operating the skate rink. Next year, we will look at additional options for operating the rink whether directly if we can find sufficient adult, seasonal staff or working with another organization. There is significant effort involved in the setup and takedown. With parks and recreation maintenance staff already handling the Christmas light displays in Rothwell Park, assistance will continue to be needed on the rink setup and takedown as there isn't manpower to do both simultaneously prior to Thanksgiving in the department alone.
- The five-year golf course management agreement is due for renewal prior to next season. The management company has done quality work administering the operation 365 days per year at a reasonable price. Comparatively, it is not much more than the skating rink management contract is for 7 weekends and the golf course management company handles all operations from administration to maintenance with department staff assisting only on rare, larger projects. The management contract is effectively the price of an administrative assistant position (total compensation) for 365 days per year of turnkey operational and maintenance management of a significant operation.
- Visited with staff on continued forestry needs. There are years of deferred maintenance to catch up on so all we can do is continue to chip away from eliminating dead trees and limbing to planting and caring for new trees.
- I am working with Conservation on another round of invasive species treatment, targeting the area between the Athletic Complex at the Lodge. Additionally, we are hoping to do a controlled burn on the area south of Groeber Field that was treated last year.
- Filed the annual Aquatic Center discharge report with DNR.
- Held meetings with staff, board members, and the organizer to determine if there is a path forward for the MMA events at the Auditorium that would address the security and other concerns of both parties while leaving the policy in place and doing only case-by-case waivers of the policy similar to waivers of alcohol and other policies downtown. This would provide the Department control over the circumstances and provide an opportunity for the organizer while keeping intact the policy to avoid outside organizers and also to halt future events if the old concerns from years ago persist during the trial.
- Hired a skate sharpening contractor to sharpen the skates prior to the start of the Chamber's synthetic rink season.
- Attended the LWCF grant workshop after receiving the award for Kiwanis Park. The award will bring a reimbursement of over \$595,000 upon project completion. This is a project that will continue to spur development in the northeast and benefit property values even aside from fulfilling the need for immediate access to outdoor recreation in NE.

Administration – Leslie Keeney

- Researched and have hired ResNexus to provide campground software to help manage campground rentals. The new company is currently building the program and I hope to begin using the new software the first of the year if not before.
- Awarded the Cleaning Supply bid to UniFirst, they have already begun providing services to the department.

- Auditorium Flooring bids came back and only one bid was received. The bid was reasonable and the department is going to be able to not only screen and re-coat the main floor, stage, and steps, but also strip and wax the terrazzo steps and landings. The company doing the work is Clyde's Disaster & Carpet Cleaning.
- Processed bills and timesheets for the department.
- Oversaw day to day operations of the Moberly Parks and Recreation Office.

Park Superintendent – Dirk Miller

- Ameren came and hooked up power for Shelter 5 after Chris Long had done the new LED lighting and outlets inside.
- L&J has graded the Amphitheater grass area after installing the new in-ground water hydrants, poured new ADA sidewalk for access to Amphitheater, poured additional concrete on east end of solar shelter to align with the Riley Pavilion, and is digging out for parking lot now.
- We formed and poured concrete to make a platform for the newly craved bison, at the Thompson Campground. Plan on moving bison to its new home soon.
- Finished winterization of all bathrooms in the parks system. Had Pete Agee Plumbing do the winterization of the Pool, Complex, and Splash Pad.
- Painted walking bridge on Water Works dam and the two wooden walkways by Rothwell spillway.
- Safe Slides came and did the maintenance on Pool slides.
- Staff is putting out Altrusa's Christmas displays, running cords, hanging lanterns, and fixing burned out rope/bulb lights as we go. Altrusa has added a few new small displays this year.

Athletic Complex Supervisor/Sports Manager – Jacob Bunten

Athletic Complex:

- Funbrella's were winterized.
- Fall over-seeding and fertilizer applications were applied.

Sports:

- Little Spartan football practices were held every Tuesday and Thursday nights.
- Little Spartans football playoff weekend was held on October 14th and 15th.
- Fall Adult softball league was held every Tuesday night and concluded October 17th.
- MACC baseball/softball hosted several colleges for fall games.
- Hosted Chillicothe vs Blair Oaks high school softball on October 5th.

Recreation Supervisor – Jenna Kitchen

Events/Marketing

- Tracey and I attended the Chamber of Commerce Employer Showcase at Moberly High School.
- The Department held the Trick-or-Treat Trail on Halloween evening. It was a chilly evening and didn't seem to have as many children and their families as in previous years, maybe due to the low temperatures.
- Attended our monthly Safety Committee meeting where we discussed our upcoming City Safety Christmas Dinner on December 2nd.
- Worked on our Winter Activities flyer and delivered them to all the schools/daycares.
- Our office is working together on our 2024 Activity Guide updates and changes.

- Tracey and I are working on all the Frosty 5K event details, i.e. advertising, sponsorships, t-shirt design, placement prizes, etc.
- I sent out a press release for the Frosty 5K and sent in a radio ad copy to air.
- Finalized our annual Christmas coloring contest page, featuring the Lodge. The coloring contest is for ages 12 & under, and coloring pages are due back by December 15th. We will pick one coloring page from each age category and they will receive a prize.
- MPRD had a booth and Dinosaur activity at Little Dixie Regional Library's "Dino-vember" event at the Auditorium.

Concessions/Aquatics

- None



Police Department
 Troy Link
 Chief of Police
 264th Session FBI Academy

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

**Division of Criminal Investigation
 Monthly Report
 October 2023**

1. Statutory Rape 1st Degree: Suspect: AS, W/M, 21 yoa; Victim: MF, B/F, 13 yoa. Unfounded
2. Child Molestation 1st Degree: Suspect: AS, W/M, 26 yoa; Victim: Multiple Children. Reports sent to Boone Co PA.
3. Statutory Sodomy 1st Degree: Suspect: AS, W/M, 26 yoa; Victim: Multiple Children. Reports sent to Boone Co PA.
4. Stealing: Suspect: JW, W/M, 44 yoa; Victim: Self Plumbing. Reports sent to RCPA.
5. Stealing: Suspect: LE, W/F, 29 yoa; Victim: JC, W/M, 38 yoa. Reports sent to RCPA.
6. Statutory Sodomy-1st Degree; Suspect: SB W/F, 38 YOA; Victim: RM W/M, 4 YOA. Reports sent to RCPA.
7. Trafficking Drugs-2nd Degree; Suspect: HM W/F, 41 YOA; Victim: State of MO. Reports sent to RCPA.
8. Financial Exploitation of Elderly/Disabled; Suspect: TS W/F, 34 YOA; Victim: JH W/M, 60 YOA. Reports sent to RCPA.

Cases Cleared.....8
Interviews.....94
Interrogations.....4
Reports Written.....100

Special Assignments

Monthly Report
 Completed Paycom for detective unit.
 Approved numerous reports for Detective Unit.
 Tagged numerous body camera videos.
 Assisted Patrol Division with a Stealing investigation.
 Conducted follow-up on a Murder (Drug Overdose) investigation.

Completed MULES Online Recertification Training/Testing.
 Completed MULES Security and Privacy Training/Testing.
 Liquor License Application- Shot Clock Sports Bar & Grill.
 Contacted MSHP Laboratory in reference to DNA testing for a Child Molestation investigation.
 Submitted several reports to Attorney General's Office for SAFE kit testing initiative.
 Assisted NOMO Drug Task Force with a search warrant (Meth located/seized, two arrested).
 Attended City Health Fair.
 Virtual Academy Online Training- Advanced Human Trafficking Investigations.
 Conducted follow up on robberies involving Electronic Gaming Machines.
 Assisted with licensing Detective Unit vehicles.
 Conducted follow up for Patrol Division on a Peace Disturbance investigation.
 Assisted Randolph Co Juvenile Office with accessing video evidence in a Child Molestation case.
 Assisted Patrol Division with a Nonconsensual Dissemination of Private Sexual Images investigation.
 Virtual Academy Online Training- Introduction to 4th Amendment.
 Assisted Patrol Division with attempts to locate wanted subjects.
 Nighttime firearms qualification.
 Assisted NOMO Drug Task Force with drug investigation.
 Completed dispositions for case review for Rainbow House.
 Interviewed victim/witness in Child Sexual Abuse investigation.
 Attended Deposition at courthouse in Huntsville.
 Received from coroner and documented medical examiner reports for Death Investigations.
 Virtual Academy Online Training- Warrant Executions and Terry Stops.
 Assisted Randolph County Juvenile Office with locating a juvenile suspect.
 Conducted follow up on a reported Domestic Assault incident.
 Attended Supervisor's Meeting.
 Tagged several body camera videos
 Responded to Dominos in reference to a follow up in a stealing investigation.
 Conducted an interview in the lobby of MPD in a follow up in a death investigation.
 Responded to Pizza Hut in reference to a present a photo lineup to employees for a stealing.
 Responded to the Moberly Middle School in reference to a hotline investigation.
 Conducted a follow up at MPD in reference to a child molestation investigation.
 Responded to the FBI Kirksville Office in reference to delivering evidence for analysis.
 Submitted a return on a cell phone search warrant to the Circuit Clerk.
 Served 2 investigative subpoenas to Inteliquent Inc. in reference to a stealing investigation.
 Served an investigative subpoena to Verizon Wireless in reference to a stealing investigation.
 Submitted 3 returns on investigative subpoenas to the Circuit Clerk.
 Assisted patrol division in a stealing investigation.
 Attended a briefing of a search warrant conducted by the Randolph County Sheriff's

City of



Police Department
Troy Link
Chief of Police
264th Session FBI Academy

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

Office.

Responded to E. Rollins in reference to a follow up in a fraud investigation.
Responded to the Moberly Travel Center for a follow up in a stealing investigation.
Conducted an investigation involving suspicious activity at the Moberly Travel Center.
Attended building search and movement training with Moberly SWAT team.
Responded to Fulton Ave. in reference to a follow up in a stealing investigation.
Responded to Cornith Dr. in reference to a follow up in theft from a vehicle.
Responded to Brierwood in reference to a follow up in a stealing investigation.
Responded to the Highschool in reference to a follow up in a fraud investigation.
Submitted an investigative subpoena request in reference to a fraud investigation.
Attended fall night time firearm qualifications training at Moberly PD Range.
Responded to S. Williams in reference to a follow up in a stealing investigation.
Submitted an investigative subpoena request in reference to a stealing investigation.
Spoke with a La Paz County Sheriff deputy in AZ that located a missing person from Moberly.
Submitted 2 returns on investigative subpoenas to the Circuit Clerk for a fraud investigation.
Delivered documents to the Randolph County Prosecuting Attorney's Office.
Responded to the Randolph County Jail to interrogate an inmate in a stealing investigation.
Responded to Main in Renick in reference to a fraud investigation.
Served an investigative subpoena to AT&T Global Legal Demand Center for a stealing investigation.
Served an investigative subpoena to United Credit Union for a stealing investigation.
Attended building search and movement training with Moberly SWAT team at old Kelly Hotel.
Submitted 2 returns on investigative subpoenas to the Circuit Clerk for a stealing investigation.
Conducted compliant checks for registered offenders on Halloween night.

Respectfully Submitted,

Tracey Hayes
Commander

Moberly Fire Department October Monthly Report 2023



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: November 1, 2023
 Re: October Monthly Council Report:

- Last month the fire department responded to 117 incidents (29 different types) this included: **5 fire related calls; 65 EMS Calls; 24 Service Calls; 9 Good Intent call; 4 False Alarms & False Calls; 7 Hazardous Condition (No Fire); 1 Overpressure Rupture, Explosion, or Overheat (No Fire); 1 Special Incident; and 17 fire inspections.**
- The Department's three shifts combined for 749.0 training hours. The following topics were covered: Emergency Driving; Scene Safety; Salvage & Overhaul; Fire Prevention; Workforce Safety; Public Relations; EMS Training; High Angle Rescue; Pump Operations; Ladder Operations; Wildland Firefighting; Hydrogen Storage Tank Safety Operations; and Health and Wellness.
- Building inspections (CFOs), annual business inspections continue to be done by all three shifts.
- Hydrant testing continued, working closely with the water department. We are making contact daily before going out to make sure it is approved by them so as to not create any issues within the water distribution system.
- The department had the SiteMed company here on October 3rd and 24th to provide the annual firefighter physicals to our personnel.
- The department participated in the monthly siren test on the 4th.
- The department participated in the City Health Fair on the 6th.
- The department assisted with the annual evacuation drill at Valley View on the 10th.
- The Chief attended the Region B RHSOC meeting in Macon on the 16th.
- The Chief attended the 24/63 Fire Chief's meeting in Huntsville on the 18th.
- The Chief participated in the Randolph County LEPC meeting on the 19th.
- We had our monthly officer's meeting on the 25th.
- The Chief attended a virtual meeting on Civil Rights Evaluation for the AFG commitment relating to our grants received through the federal government over the past several years on the 26th.
- The department participated in the annual Trick-or-Treat Train on the 31st.

Notice for November 2023

- Monthly Siren Test on the 1st.
- The department will be sending three more employees to the Hutchinson Kansas Fire Academy on the 3rd for two weeks of fire training.
- The department will assist with the annual Cowboys for Christmas Parade on the 4th.
- The department will be promoting three individuals to the Engineer rank on the 5th. Congratulations to FF Joey Reinhart, FF Lawrence Rhoades, and FF Daniel Sunderland for their appointments to the position.
- The Department will welcome a new employee (Brendan Hirleman) on the 8th.
- The department will Participate in the annual Veteran's Day Parade on the 11th.
- The department will have Dinges Fire and the AMKUS representative here to bring our new battery powered extrication tools and provide an in-service for them on the 17th.
- We will hold our monthly officer's meeting on the 29th.

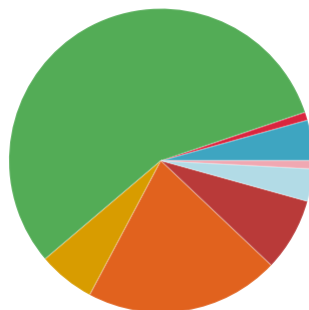


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports By Incident Type, Summary



- 1 - Fire: 4.31 %
- 2 - Overpressure Rupture, Explosion, Overheat(no fire): 0.86 %
- 3 - Rescue & Emergency Medical Service Incident: 56.03 %
- 4 - Hazardous Condition (No Fire): 6.03 %
- 5 - Service Call: 20.69 %
- 6 - Good Intent Call: 7.76 %
- 7 - False Alarm & False Call: 3.45 %
- 9 - Special Incident Type: 0.86 %

| Incident Type | Total Incidents | Percent |
|--|-----------------|---------|
| INCIDENT TYPE was NOT specified | 1 | 0.85% |
| 111 - Building fire | 1 | 0.85% |
| 118 - Trash or rubbish fire, contained | 1 | 0.85% |
| 123 - Fire in portable building, fixed location | 1 | 0.85% |
| 142 - Brush or brush-and-grass mixture fire | 2 | 1.71% |
| 211 - Overpressure rupture of steam pipe or pipeline | 1 | 0.85% |
| 311 - Medical assist, assist EMS crew | 1 | 0.85% |
| 3112 - Lift Assistance | 14 | 11.97% |
| 3113 - Standby, No care provided | 4 | 3.42% |
| 321 - EMS call, excluding vehicle accident with injury | 40 | 34.19% |
| 322 - Motor vehicle accident with injuries | 1 | 0.85% |
| 324 - Motor vehicle accident with no injuries. | 5 | 4.27% |

| Incident Type | Total Incidents | Percent |
|--|------------------------|----------------|
| 412 - Gas leak (natural gas or LPG) | 1 | 0.85% |
| 444 - Power line down | 2 | 1.71% |
| 463 - Vehicle accident, general cleanup | 4 | 3.42% |
| 5001 - Gas Appliance Inspection | 16 | 13.68% |
| 5005 - CFO Inspection | 1 | 0.85% |
| 5311 - Report of odor with nothing found | 2 | 1.71% |
| 551 - Assist police or other governmental agency | 3 | 2.56% |
| 552 - Police matter | 1 | 0.85% |
| 553 - Public service | 1 | 0.85% |
| 611 - Dispatched & canceled en route | 4 | 3.42% |
| 622 - No incident found on arrival at dispatch address | 2 | 1.71% |
| 631 - Authorized controlled burning | 1 | 0.85% |
| 651 - Smoke scare, odor of smoke | 2 | 1.71% |
| 700 - False alarm or false call, other | 1 | 0.85% |
| 733 - Smoke detector activation due to malfunction | 2 | 1.71% |
| 745 - Alarm system activation, no fire - unintentional | 1 | 0.85% |
| 911 - Citizen complaint | 1 | 0.85% |

Total Number of Incidents: 117

Total Number of Incident Types: 29

Incident TypeTotal IncidentsPercent

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 '10/1/2023 12:00:00 AM' and '10/31/2023 11:59:59 PM'

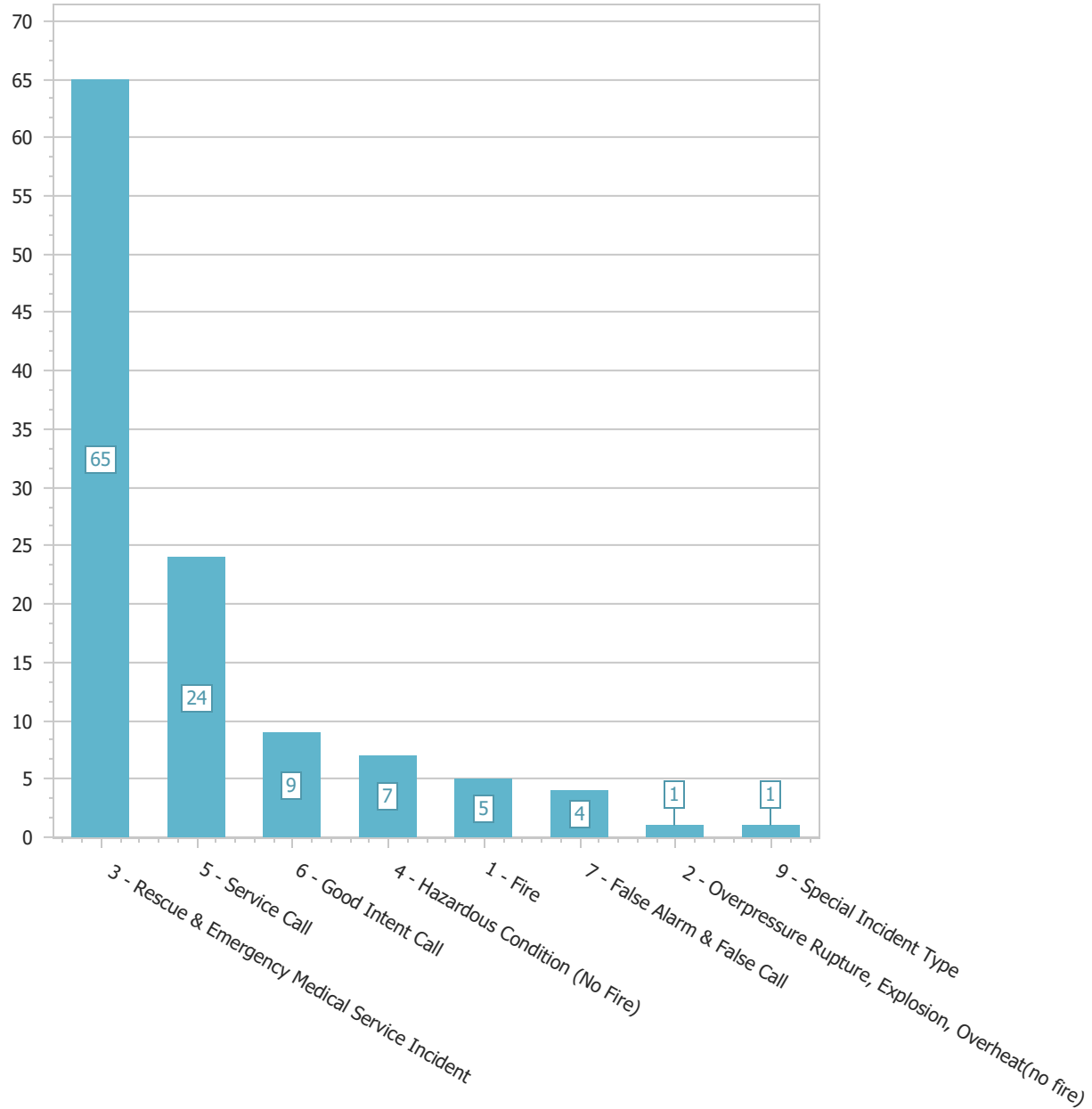


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports by Incident Type Series, Detailed



Incident Type:

| Incident # | Exp # | Alarm Date/Time | Address |
|------------|-------|---------------------------|-------------------------------|
| 2301129 | 0 | 10/30/2023 11:57:55 PM | 612 COATES, Moberly, MO 65270 |

Total Incidents: 1**Incident Type:** 1 - Fire

| Incident # | Exp # | Alarm Date/Time | Address |
|------------|-------|---------------------------|---------------------------------------|
| 2301043 | 0 | 10/7/2023 7:23:04 PM | 730 St. Charles ST, Moberly, MO 65270 |
| 2301088 | 0 | 10/19/2023 10:59:27 PM | 314 Woodland AVE, Moberly, MO 65270 |
| 2301092 | 0 | 10/20/2023 9:06:24 PM | 820 COATES, Moberly, MO 65270 |
| 2301095 | 0 | 10/22/2023 11:15:08 PM | 1010 Franklin ST W, Moberly, MO 65270 |
| 2301097 | 0 | 10/24/2023 1:35:23 AM | 623 TAYLOR ST, Moberly, MO 65270 |

Total Incidents: 5**Incident Type:** 2 - Overpressure Rupture, Explosion, Overheat(no fire)

| Incident # | Exp # | Alarm Date/Time | Address |
|------------|-------|-----------------------|-------------------------------|
| 2301120 | 0 | 10/29/2023 4:00:50 AM | 225 COATES, Moberly, MO 65270 |

Total Incidents: 1**Incident Type:** 3 - Rescue & Emergency Medical Service Incident

| Incident # | Exp # | Alarm Date/Time | Address |
|------------|-------|----------------------|---|
| 2301016 | 0 | 10/1/2023 4:55:18 AM | 1801 E Outer RD #103, Moberly, MO 65270 |
| 2301017 | 0 | 10/1/2023 8:47:47 AM | 800 Sinnock AVE, Moberly, MO 65270 |
| 2301018 | 0 | 10/1/2023 2:32:44 PM | 630 Porter ST, Moberly, MO 65270 |
| 2301019 | 0 | 10/2/2023 3:03:29 AM | 906 W Myra ST, Moberly, MO 65270 |
| 2301021 | 0 | 10/2/2023 5:08:00 PM | 719 Franklin ST, Moberly, MO 65270 |

| | | | |
|---------|---|---------------------|--|
| 2301023 | 0 | 10/2/2023 10:43:43 | 942 Franklin ST W, Moberly, MO 65270 PM |
| 2301024 | 0 | 10/2/2023 10:45:23 | 813 S WILLIAMS ST, Moberly, MO 65270 PM |
| 2301026 | 0 | 10/3/2023 1:22:48 | 220 Taylor ST E #305, Moberly, MO 65270 PM |
| 2301027 | 0 | 10/4/2023 12:56:07 | 1251 COUNTY ROAD 1217, Moberly, MO 65270 AM |
| 2301028 | 0 | 10/4/2023 8:39:59 | 807 Daly DR, MOBERLY, MO 65270 AM |
| 2301030 | 0 | 10/4/2023 1:33:47 | 1730 S Morley ST, Moberly, MO 65270 PM |
| 2301032 | 0 | 10/4/2023 11:51:51 | 911 E Urbandale DR, Moberly, MO 65270 PM |
| 2301033 | 0 | 10/5/2023 1:21:05 | 1301 E HIGHWAY 24, Moberly, MO 65270 PM |
| 2301038 | 0 | 10/5/2023 7:06:03 | 721 N Morley ST, Moberly, MO 65270 PM |
| 2301040 | 0 | 10/6/2023 9:51:05 | 1903 Wabash AVE S, Moberly, MO 65270 AM |
| 2301042 | 0 | 10/7/2023 12:02:10 | 500 Gratz Brown ST, Moberly, MO 65270 AM |
| 2301045 | 0 | 10/7/2023 10:45:59 | 7 Westwood ST, Moberly, MO 65270 PM |
| 2301044 | 0 | 10/7/2023 10:48:26 | 602 ALLEN, Moberly, MO 65270 PM |
| 2301046 | 0 | 10/8/2023 5:30:22 | 623 S Ault ST, Moberly, MO 65270 PM |
| 2301047 | 0 | 10/9/2023 2:26:31 | 800 Sinnock AVE #31, Moberly, MO 65270 PM |
| 2301050 | 0 | 10/10/2023 4:49:51 | 535 E 24 HWY, Moberly, MO 65270 PM |
| 2301051 | 0 | 10/12/2023 8:57:18 | 205 Farror ST #1008, Moberly, MO 65270 AM |
| 2301052 | 0 | 10/12/2023 10:43:03 | 1501 WILLIAMS, Moberly, MO 65270 AM |
| 2301055 | 0 | 10/12/2023 1:49:16 | 1301 HIGHWAY 24, Moberly, MO 65270 PM |
| 2301059 | 0 | 10/12/2023 4:11:04 | 319 WISDOM, Moberly, MO 65270 PM |
| 2301062 | 0 | 10/13/2023 3:21:44 | 460 E Burkhart ST, Moberly, MO 65270 PM |
| 2301063 | 0 | 10/13/2023 7:45:07 | 800 SINNOCK, Moberly, MO 65270 PM |
| 2301065 | 0 | 10/14/2023 1:05:43 | 724 Meadowbrook CIR, Moberly, MO 65270 AM |

| | | | |
|---------|---|------------------------|---------------------------------------|
| 2301069 | 0 | 10/14/2023 3:13:33 PM | 925 S 4TH ST, Moberly, MO 65270 |
| 2301071 | 0 | 10/14/2023 8:55:11 PM | MORLEY & E Rollins ST, Moberly, MO |
| 2301072 | 0 | 10/15/2023 8:17:16 PM | 527 Barrow ST, Moberly, MO 65270 |
| 2301073 | 0 | 10/16/2023 12:18:21 AM | 220 Taylor ST #305, Moberly, MO 65270 |
| 2301074 | 0 | 10/16/2023 4:34:23 AM | N 63 HIGHWAY HWY, Moberly, MO 65270 |
| 2301075 | 0 | 10/16/2023 5:51:00 PM | S Morley & W Coates ST, Moberly, MO |
| 2301078 | 0 | 10/17/2023 10:23:33 AM | 1701 N Morley ST, Moberly, MO 65270 |
| 2301081 | 0 | 10/18/2023 9:58:11 AM | 909 Destinee DR, Moberly, MO 65270 |
| 2301082 | 0 | 10/18/2023 11:32:00 AM | 312 N Ault ST, Moberly, MO 65270 |
| 2301084 | 0 | 10/18/2023 11:39:33 PM | 613 Adams ST, Moberly, MO 65270 |
| 2301085 | 0 | 10/19/2023 1:43:00 PM | 1110 MARMADUKE, Moberly, MO 65270 |
| 2301087 | 0 | 10/19/2023 9:44:38 PM | 233 Bedford ST, Moberly, MO 65270 |
| 2301091 | 0 | 10/20/2023 8:34:03 PM | 300 College AVE #3, Moberly, MO 65270 |
| 2301093 | 0 | 10/21/2023 11:08:35 PM | 901 Reed ST W, Moberly, MO 65270 |
| 2301098 | 0 | 10/24/2023 6:31:35 AM | 807 Daly DR, MOBERLY, MO 65270 |
| 2301099 | 0 | 10/24/2023 11:12:01 AM | EPPERSON, Moberly, MO 65270 |
| 2301100 | 0 | 10/25/2023 11:35:22 AM | 1177 N Morley ST, Moberly, MO 65270 |
| 2301101 | 0 | 10/25/2023 2:12:40 PM | 500 W Coates ST, Moberly, MO 65270 |
| 2301105 | 0 | 10/26/2023 1:44:01 AM | 800 SINNOCK #38, Moberly, MO 65270 |
| 2301107 | 0 | 10/26/2023 7:37:28 AM | 409 Garfield AVE, Moberly, MO 65270 |
| 2301109 | 0 | 10/26/2023 3:54:00 PM | 307 E Lee ST, Moberly, MO 65270 |
| 2301110 | 0 | 10/26/2023 6:56:52 PM | 800 SINNOCK AVE #9, Moberly, MO 65270 |
| 2301112 | 0 | 10/27/2023 7:54:46 AM | 719 Wescott LN, Moberly, MO 65270 |

| | | | |
|---------|---|------------------------|---|
| 2301115 | 0 | 10/27/2023 2:29:57 PM | 1210 Shepherd's DR, Moberly, MO 65270 |
| 2301114 | 0 | 10/27/2023 2:36:54 PM | 302 N College AVE #4, Moberly, MO 65270 |
| 2301116 | 0 | 10/28/2023 11:25:36 AM | 915 OWENS, Moberly, MO 65270 |
| 2301117 | 0 | 10/28/2023 4:14:16 PM | 618 CONCANNON, Moberly, MO 65270 |
| 2301118 | 0 | 10/28/2023 10:19:56 PM | 1206 SHEPHERD'S, Moberly, MO 65270 |
| 2301119 | 0 | 10/29/2023 12:48:07 AM | 618 Concannon ST W, Moberly, MO 65270 |
| 2301122 | 0 | 10/29/2023 2:56:27 PM | 800 SINNOCK #9, Moberly, MO 65270 |
| 2301125 | 0 | 10/29/2023 8:32:00 PM | 312 E Lee ST, Moberly, MO 65270 |
| 2301126 | 0 | 10/30/2023 3:50:37 PM | 700 Fulton AVE, Moberly, MO 65270 |
| 2301127 | 0 | 10/30/2023 4:46:48 PM | 1942 Eastbrook CIR, Moberly, MO 65270 |
| 2301128 | 0 | 10/30/2023 9:32:17 PM | 1204 S Morley ST #24, Moberly, MO 65270 |
| 2301130 | 0 | 10/31/2023 4:15:00 AM | 100 Rothwell Park RD, Moberly, MO 65270 |
| 2301131 | 0 | 10/31/2023 7:55:41 AM | 212 Lotter ST, Moberly, MO 65270 |
| 2301132 | 0 | 10/31/2023 10:33:28 PM | 712 Franklin ST, Moberly, MO 65270 |

Total Incidents: 65

Incident Type: 4 - Hazardous Condition (No Fire)

| Incident # | Exp # | Alarm Date/Time | Address |
|-------------------|--------------|------------------------|--|
| 2301031 | 0 | 10/4/2023 6:56:23 PM | 522 N MOULTON, Moberly, MO 65270 |
| 2301048 | 0 | 10/10/2023 6:34:04 AM | Holman Rd RD & Rothwell Park RD, Moberly, MO |
| 2301054 | 0 | 10/12/2023 1:44:33 PM | 401 Grand AVE E, Moberly, MO 65270 |
| 2301061 | 0 | 10/13/2023 10:06:36 AM | 221 S Morley ST, Moberly, MO 65270 |
| 2301067 | 0 | 10/14/2023 7:54:36 AM | 600 AVE, Moberly, MO 65270 |
| 2301102 | 0 | 10/25/2023 2:49:43 PM | Moberly Highschool, Moberly, MO 65270 |

2301123 0 10/29/2023 6:25:07 sparks at murphy, Moberly, MO 65270
PM

Total Incidents: 7

Incident Type: 5 - Service Call

| Incident # | Exp # | Alarm Date/Time | Address |
|------------|-------|------------------------|--|
| 2301020 | 0 | 10/2/2023 1:15:00 PM | 1806 Eastbrook CIR, Moberly, MO 65270 |
| 2301025 | 0 | 10/3/2023 8:44:29 AM | 800 Sinnock AVE #30, Moberly, MO 65270 |
| 2301029 | 0 | 10/4/2023 9:30:00 AM | 700 S Fourth ST, Moberly, MO 65270 |
| 2301034 | 0 | 10/5/2023 2:00:00 PM | 1015 W Rollins ST, Moberly, MO 65270 |
| 2301035 | 0 | 10/5/2023 2:30:00 PM | 1015 W Rollins ST, Moberly, MO 65270 |
| 2301036 | 0 | 10/5/2023 3:00:00 PM | 702 Weintz ST, Moberly, MO 65270 |
| 2301037 | 0 | 10/5/2023 4:00:00 PM | 731 St. Charles ST, Moberly, MO 65270 |
| 2301041 | 0 | 10/6/2023 10:00:00 AM | 711 McKinley AVE, Moberly, MO 65270 |
| 2301049 | 0 | 10/10/2023 2:04:04 PM | 718 Promenade ST, Moberly, MO 65270 |
| 2301057 | 0 | 10/12/2023 9:00:00 AM | 507 Union AVE, Moberly, MO 65270 |
| 2301056 | 0 | 10/12/2023 9:30:00 AM | 506 Hagood ST, Moberly, MO 65270 |
| 2301058 | 0 | 10/12/2023 10:00:00 AM | 312 E Lee ST, Moberly, MO 65270 |
| 2301070 | 0 | 10/14/2023 4:55:59 PM | 1217 Shepherd's DR, Moberly, MO 65270 |
| 2301076 | 0 | 10/17/2023 8:13:00 AM | 1011 W 24 HWY, Moberly, MO 65270 |
| 2301077 | 0 | 10/17/2023 8:30:00 AM | 204 S Fourth ST, Moberly, MO 65270 |
| 2301079 | 0 | 10/17/2023 3:07:33 PM | 2251 Silva LN, Moberly, MO 65270 |
| 2301089 | 0 | 10/20/2023 11:00:00 AM | 707 Clark ST S, Moberly, MO 65270 |
| 2301090 | 0 | 10/20/2023 11:25:00 AM | 500 S Clark ST, Moberly, MO 65270 |
| 2301096 | 0 | 10/23/2023 11:00:00 AM | 1353 Quail Haven DR, Moberly, MO 65270 |

| | | | |
|---------|---|---------------------|--|
| 2301106 | 0 | 10/26/2023 3:13:13 | 328 UNION, Moberly, MO 65270 AM |
| 2301108 | 0 | 10/26/2023 9:00:00 | 1855 Robertson RD, Moberly, MO 65270 AM |
| 2301113 | 0 | 10/27/2023 10:45:00 | 1005 E Carpenter ST, Moberly, MO 65270 AM |
| 2301121 | 0 | 10/29/2023 6:40:57 | 1401 PORTER, Moberly, MO 65270 AM |
| 2301124 | 0 | 10/29/2023 6:33:50 | DD HWY & Huntsville RD, Moberly, MO PM |

Total Incidents: 24

Incident Type: 6 - Good Intent Call

| Incident # | Exp # | Alarm Date/Time | Address |
|-------------------|--------------|------------------------|---|
| 2301022 | 0 | 10/2/2023 10:32:00 | N Morley St near Taco Bell, Moberly, MO 65270 PM |
| 2301039 | 0 | 10/6/2023 8:21:54 | 1600 N Morley ST, Moberly, MO 65270 AM |
| 2301053 | 0 | 10/12/2023 12:45:06 | 301 REED, Moberly, MO 65270 PM |
| 2301060 | 0 | 10/13/2023 2:49:15 | E BURKHART ST, Moberly, MO 65270 AM |
| 2301064 | 0 | 10/13/2023 10:44:27 | 1361 Harvest LN S, Moberly, MO 65270 PM |
| 2301086 | 0 | 10/19/2023 5:36:39 | 718 Promenade ST, Moberly, MO 65270 PM |
| 2301094 | 0 | 10/22/2023 6:40:06 | 120 OUTER RD, Moberly, MO 65270 AM |
| 2301104 | 0 | 10/25/2023 7:26:37 | 550 SPARKS, Moberly, MO 65270 PM |
| 2301111 | 0 | 10/26/2023 11:22:19 | 1023 N Buchanan ST, Moberly, MO 65270 PM |

Total Incidents: 9

Incident Type: 7 - False Alarm & False Call

| Incident # | Exp # | Alarm Date/Time | Address |
|-------------------|--------------|------------------------|--|
| 2301066 | 0 | 10/14/2023 1:36:11 | 1823 ROBERTSON, Moberly, MO 65270 AM |
| 2301080 | 0 | 10/18/2023 2:52:47 | 314 E 24 HWY, Moberly, MO 65270 AM |
| 2301083 | 0 | 10/18/2023 8:06:11 | 1213 Fisk AVE W, Moberly, MO 65270 PM |

2301103 0 10/25/2023 6:44:00 504 N Ault ST, Moberly, MO 65270
PM

Total Incidents: 4

Incident Type: 9 - Special Incident Type

| Incident # | Exp # | Alarm Date/Time | Address |
|-------------------|--------------|------------------------|-----------------------------------|
| 2301068 | 0 | 10/14/2023 3:03:17 PM | 723 Sixth ST S, Moberly, MO 65270 |

Total Incidents: 1

Total Number of Distict Incidents: 117

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 '10/1/2023 12:00:00 AM' and '10/31/2023 11:59:59 PM'

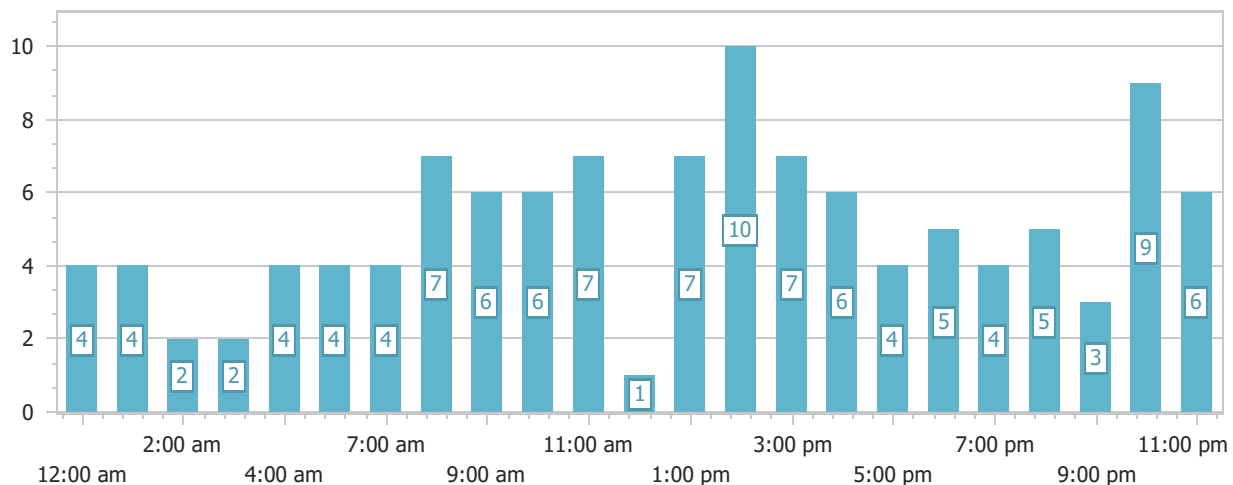


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports by Time of Day, Detailed



12:00 am

| Incident # | Exp # | Alarm Date | Incident Type |
|------------|-------|------------|--|
| 2301027 | 0 | 10/4/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301042 | 0 | 10/7/2023 | 3112 - Lift Assistance |
| 2301073 | 0 | 10/16/2023 | 3112 - Lift Assistance |
| 2301119 | 0 | 10/29/2023 | 321 - EMS call, excluding vehicle accident with injury |

Total Number of Incidents: 4

1:00 am

| Incident # | Exp # | Alarm Date | Incident Type |
|------------|-------|------------|--|
| 2301065 | 0 | 10/14/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301066 | 0 | 10/14/2023 | 700 - False alarm or false call, other |
| 2301097 | 0 | 10/24/2023 | 118 - Trash or rubbish fire, contained |
| 2301105 | 0 | 10/26/2023 | 3113 - Standby, No care provided |

Total Number of Incidents: 4

2:00 am**Incident # Exp # Alarm Date Incident Type**

2301060 0 10/13/2023 611 - Dispatched & canceled en route

2301080 0 10/18/2023 733 - Smoke detector activation due to malfunction

Total Number of Incidents: 2**3:00 am****Incident # Exp # Alarm Date Incident Type**

2301019 0 10/2/2023 321 - EMS call, excluding vehicle accident with injury

2301106 0 10/26/2023 553 - Public service

Total Number of Incidents: 2**4:00 am****Incident # Exp # Alarm Date Incident Type**

2301016 0 10/1/2023 321 - EMS call, excluding vehicle accident with injury

2301074 0 10/16/2023 322 - Motor vehicle accident with injuries

2301120 0 10/29/2023 211 - Overpressure rupture of steam pipe or pipeline

2301130 0 10/31/2023 321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 4**6:00 am****Incident # Exp # Alarm Date Incident Type**

2301048 0 10/10/2023 463 - Vehicle accident, general cleanup

2301094 0 10/22/2023 631 - Authorized controlled burning

2301098 0 10/24/2023 3112 - Lift Assistance

2301121 0 10/29/2023 551 - Assist police or other governmental agency

Total Number of Incidents: 4**7:00 am****Incident # Exp # Alarm Date Incident Type**

2301067 0 10/14/2023 444 - Power line down

| | | | |
|---------|---|------------|--|
| 2301107 | 0 | 10/26/2023 | 3113 - Standby, No care provided |
| 2301112 | 0 | 10/27/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301131 | 0 | 10/31/2023 | 3113 - Standby, No care provided |

Total Number of Incidents: 4

8:00 am

| Incident # | Exp # | Alarm Date | Incident Type |
|------------|-------|------------|--|
| 2301017 | 0 | 10/1/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301025 | 0 | 10/3/2023 | 551 - Assist police or other governmental agency |
| 2301028 | 0 | 10/4/2023 | 3112 - Lift Assistance |
| 2301039 | 0 | 10/6/2023 | 651 - Smoke scare, odor of smoke |
| 2301051 | 0 | 10/12/2023 | 3112 - Lift Assistance |
| 2301076 | 0 | 10/17/2023 | 5001 - Gas Appliance Inspection |
| 2301077 | 0 | 10/17/2023 | 5001 - Gas Appliance Inspection |

Total Number of Incidents: 7

9:00 am

| Incident # | Exp # | Alarm Date | Incident Type |
|------------|-------|------------|--|
| 2301029 | 0 | 10/4/2023 | 5001 - Gas Appliance Inspection |
| 2301040 | 0 | 10/6/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301057 | 0 | 10/12/2023 | 5001 - Gas Appliance Inspection |
| 2301056 | 0 | 10/12/2023 | 5001 - Gas Appliance Inspection |
| 2301081 | 0 | 10/18/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301108 | 0 | 10/26/2023 | 5005 - CFO Inspection |

Total Number of Incidents: 6

10:00 am

| Incident # | Exp # | Alarm Date | Incident Type |
|------------|-------|------------|--|
| 2301041 | 0 | 10/6/2023 | 5001 - Gas Appliance Inspection |
| 2301058 | 0 | 10/12/2023 | 5001 - Gas Appliance Inspection |
| 2301052 | 0 | 10/12/2023 | 321 - EMS call, excluding vehicle accident with injury |

| | | | |
|---------|---|------------|--|
| 2301061 | 0 | 10/13/2023 | 463 - Vehicle accident, general cleanup |
| 2301078 | 0 | 10/17/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301113 | 0 | 10/27/2023 | 5001 - Gas Appliance Inspection |

Total Number of Incidents: 6

11:00 am

| Incident # | Exp # | Alarm Date | Incident Type |
|------------|-------|------------|--|
| 2301082 | 0 | 10/18/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301089 | 0 | 10/20/2023 | 5001 - Gas Appliance Inspection |
| 2301090 | 0 | 10/20/2023 | 5001 - Gas Appliance Inspection |
| 2301096 | 0 | 10/23/2023 | 5001 - Gas Appliance Inspection |
| 2301099 | 0 | 10/24/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301100 | 0 | 10/25/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301116 | 0 | 10/28/2023 | 3112 - Lift Assistance |

Total Number of Incidents: 7

12:00 pm

| Incident # | Exp # | Alarm Date | Incident Type |
|------------|-------|------------|--|
| 2301053 | 0 | 10/12/2023 | 622 - No incident found on arrival at dispatch address |

Total Number of Incidents: 1

1:00 pm

| Incident # | Exp # | Alarm Date | Incident Type |
|------------|-------|------------|--|
| 2301020 | 0 | 10/2/2023 | 5001 - Gas Appliance Inspection |
| 2301026 | 0 | 10/3/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301030 | 0 | 10/4/2023 | 324 - Motor vehicle accident with no injuries. |
| 2301033 | 0 | 10/5/2023 | 311 - Medical assist, assist EMS crew |
| 2301054 | 0 | 10/12/2023 | 444 - Power line down |
| 2301055 | 0 | 10/12/2023 | 3113 - Standby, No care provided |
| 2301085 | 0 | 10/19/2023 | 3112 - Lift Assistance |

Total Number of Incidents: 7

2:00 pm

| Incident # | Exp # | Alarm Date | Incident Type | |
|-----------------------------------|--------------|-------------------|--|-----------|
| 2301018 | 0 | 10/1/2023 | 3112 - Lift Assistance | |
| 2301034 | 0 | 10/5/2023 | 5001 - Gas Appliance Inspection | |
| 2301035 | 0 | 10/5/2023 | 5001 - Gas Appliance Inspection | |
| 2301047 | 0 | 10/9/2023 | 321 - EMS call, excluding vehicle accident with injury | |
| 2301049 | 0 | 10/10/2023 | 552 - Police matter | |
| 2301101 | 0 | 10/25/2023 | 321 - EMS call, excluding vehicle accident with injury | |
| 2301102 | 0 | 10/25/2023 | 463 - Vehicle accident, general cleanup | |
| 2301115 | 0 | 10/27/2023 | 321 - EMS call, excluding vehicle accident with injury | |
| 2301114 | 0 | 10/27/2023 | 321 - EMS call, excluding vehicle accident with injury | |
| 2301122 | 0 | 10/29/2023 | 3112 - Lift Assistance | |
| Total Number of Incidents: | | | | 10 |

3:00 pm

| Incident # | Exp # | Alarm Date | Incident Type | |
|-----------------------------------|--------------|-------------------|--|----------|
| 2301036 | 0 | 10/5/2023 | 5001 - Gas Appliance Inspection | |
| 2301062 | 0 | 10/13/2023 | 321 - EMS call, excluding vehicle accident with injury | |
| 2301068 | 0 | 10/14/2023 | 911 - Citizen complaint | |
| 2301069 | 0 | 10/14/2023 | 321 - EMS call, excluding vehicle accident with injury | |
| 2301079 | 0 | 10/17/2023 | 5311 - Report of odor with nothing found | |
| 2301109 | 0 | 10/26/2023 | 321 - EMS call, excluding vehicle accident with injury | |
| 2301126 | 0 | 10/30/2023 | 321 - EMS call, excluding vehicle accident with injury | |
| Total Number of Incidents: | | | | 7 |

4:00 pm

| Incident # | Exp # | Alarm Date | Incident Type | |
|-------------------|--------------|-------------------|--|--|
| 2301037 | 0 | 10/5/2023 | 5001 - Gas Appliance Inspection | |
| 2301050 | 0 | 10/10/2023 | 324 - Motor vehicle accident with no injuries. | |
| 2301059 | 0 | 10/12/2023 | 321 - EMS call, excluding vehicle accident with injury | |
| 2301070 | 0 | 10/14/2023 | 5311 - Report of odor with nothing found | |

| | | | |
|---------|---|------------|--|
| 2301117 | 0 | 10/28/2023 | 324 - Motor vehicle accident with no injuries. |
| 2301127 | 0 | 10/30/2023 | 321 - EMS call, excluding vehicle accident with injury |

Total Number of Incidents: 6

5:00 pm

| Incident # | Exp # | Alarm Date | Incident Type |
|------------|-------|------------|--|
| 2301021 | 0 | 10/2/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301046 | 0 | 10/8/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301075 | 0 | 10/16/2023 | 324 - Motor vehicle accident with no injuries. |
| 2301086 | 0 | 10/19/2023 | 622 - No incident found on arrival at dispatch address |

Total Number of Incidents: 4

6:00 pm

| Incident # | Exp # | Alarm Date | Incident Type |
|------------|-------|------------|--|
| 2301031 | 0 | 10/4/2023 | 412 - Gas leak (natural gas or LPG) |
| 2301103 | 0 | 10/25/2023 | 733 - Smoke detector activation due to malfunction |
| 2301110 | 0 | 10/26/2023 | 3112 - Lift Assistance |
| 2301123 | 0 | 10/29/2023 | 463 - Vehicle accident, general cleanup |
| 2301124 | 0 | 10/29/2023 | 551 - Assist police or other governmental agency |

Total Number of Incidents: 5

7:00 pm

| Incident # | Exp # | Alarm Date | Incident Type |
|------------|-------|------------|--|
| 2301038 | 0 | 10/5/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301043 | 0 | 10/7/2023 | 142 - Brush or brush-and-grass mixture fire |
| 2301063 | 0 | 10/13/2023 | 3112 - Lift Assistance |
| 2301104 | 0 | 10/25/2023 | 611 - Dispatched & canceled en route |

Total Number of Incidents: 4

8:00 pm

| Incident # | Exp # | Alarm Date | Incident Type |
|------------|-------|------------|---------------|
|------------|-------|------------|---------------|

| | | | |
|---------|---|------------|--|
| 2301071 | 0 | 10/14/2023 | 324 - Motor vehicle accident with no injuries. |
| 2301072 | 0 | 10/15/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301083 | 0 | 10/18/2023 | 745 - Alarm system activation, no fire - unintentional |
| 2301091 | 0 | 10/20/2023 | 3112 - Lift Assistance |
| 2301125 | 0 | 10/29/2023 | 321 - EMS call, excluding vehicle accident with injury |

Total Number of Incidents: 5

9:00 pm

| Incident # | Exp # | Alarm Date | Incident Type |
|-------------------|--------------|-------------------|--|
| 2301087 | 0 | 10/19/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301092 | 0 | 10/20/2023 | 142 - Brush or brush-and-grass mixture fire |
| 2301128 | 0 | 10/30/2023 | 321 - EMS call, excluding vehicle accident with injury |

Total Number of Incidents: 3

10:00 pm

| Incident # | Exp # | Alarm Date | Incident Type |
|-------------------|--------------|-------------------|--|
| 2301022 | 0 | 10/2/2023 | 611 - Dispatched & canceled en route |
| 2301023 | 0 | 10/2/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301024 | 0 | 10/2/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301045 | 0 | 10/7/2023 | 3112 - Lift Assistance |
| 2301044 | 0 | 10/7/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301064 | 0 | 10/13/2023 | 651 - Smoke scare, odor of smoke |
| 2301088 | 0 | 10/19/2023 | 111 - Building fire |
| 2301118 | 0 | 10/28/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301132 | 0 | 10/31/2023 | 321 - EMS call, excluding vehicle accident with injury |

Total Number of Incidents: 9

11:00 pm

| Incident # | Exp # | Alarm Date | Incident Type |
|-------------------|--------------|-------------------|--|
| 2301032 | 0 | 10/4/2023 | 321 - EMS call, excluding vehicle accident with injury |
| 2301084 | 0 | 10/18/2023 | 321 - EMS call, excluding vehicle accident with injury |

| | | | |
|---------|---|------------|---|
| 2301093 | 0 | 10/21/2023 | 3112 - Lift Assistance |
| 2301095 | 0 | 10/22/2023 | 123 - Fire in portable building, fixed location |
| 2301111 | 0 | 10/26/2023 | 611 - Dispatched & canceled en route |
| 2301129 | 0 | 10/30/2023 | |

Total Number of Incidents: 6

Report Filter Settings

Report Name: Incident Reports by Time of Day, Detailed

Filter Name: last month

Filter Expression: [AlarmDateTime] is between '10/1/2023 12:00:00 AM' and '10/31/2023 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

| Apparatus: | Total Number of Incidents Responded to: |
|----------------------------------|--|
| 301 Command Ford F250 | 66 |
| 302 - 2014 Saber | 59 |
| 303- 2022 Commander | 48 |
| 304 - 2002 Contender | 10 |
| 306 - 2011 Ford F350 | 1 |
| 313 - 2008 Command Vehicle | 3 |

Total Number of Incidents: 116

Report Filter Settings

Report Name: Incident Reports by Apparatus, Summary

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '10/1/2023 12:00:00 AM' and '10/31/2023 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

Department Log Hours and Points, Detailed

Ballow, Bobby, W

| | | Time at Activity | Hours Paid | Points |
|--|--|---------------------|---------------|----------|
| Start Time: 10/25/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: EmergencyDriving & Scene Safety | | | |
| Start Time: 10/19/2023 1:00:00 PM | Activity: | 04:00 | | |
| Log Type: Training | Entry Text: P.R. & Work place Safety | | | |
| Start Time: 10/10/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: Fire Prevention Week Fire Safety, Extinguisher Safety, Detector Types, Gas Monitors | | | |
| Total Hours and Points: | | 12:00 | 0 | 8 |

Boeding, Matthew

| | | Time at Activity | Hours Paid | Points |
|--|--|---------------------|---------------|--------|
| Start Time: 10/31/2023 1:00:00 PM | Activity: | 03:00 | | 4 |
| Log Type: Training | Entry Text: Medical Training | | | |
| Start Time: 10/25/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: EmergencyDriving & Scene Safety | | | |
| Start Time: 10/19/2023 1:00:00 PM | Activity: | 04:00 | | |
| Log Type: Training | Entry Text: P.R. & Work place Safety | | | |

| | | | |
|--|--|--------------|-----------|
| Start Time: 10/10/2023 1:00:00 PM | Activity: | 04:00 | 4 |
| Log Type: Training | Entry Text: Fire Prevention Week Fire Safety, Extinguisher Safety, Detector Types, Gas Monitors | | |
| Total Hours and Points: | | 15:00 | 0 |
| | | | 12 |

| |
|---------------------------|
| Brockman, Stacy, D |
|---------------------------|

| | | Time at Activity | Hours Paid | Points |
|--|--|-------------------------|-------------------|---------------|
| Start Time: 10/25/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: EmergencyDriving & Scene Safety | | | |
| Start Time: 10/19/2023 1:00:00 PM | Activity: | 04:00 | | |
| Log Type: Training | Entry Text: P.R. & Work place Safety | | | |
| Start Time: 10/10/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: Fire Prevention Week Fire Safety, Extinguisher Safety, Detector Types, Gas Monitors | | | |
| Start Time: 10/4/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: Salvage and Overhaul Tech.Air Pack doning and daufing. Gear Daoning and daufing | | | |
| Total Hours and Points: | | 16:00 | 0 | 12 |

| |
|-----------------------|
| Brown, Killian |
|-----------------------|

| | | Time at Activity | Hours Paid | Points |
|--|--|-------------------------|-------------------|---------------|
| Start Time: 10/31/2023 1:00:00 PM | Activity: | 03:00 | | 4 |
| Log Type: Training | Entry Text: Medical Training | | | |
| Start Time: 10/25/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: EmergencyDriving & Scene Safetv | | | |

Start Time: 10/4/2023 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** Salvage and Overhaul
Tech.Air Pack doning and
daufing. Gear Daoning
and daufing

Total Hours and Points: 11:00 0 12

Brown, Wayne

| | Time at Activity | Hours Paid | Points |
|---|------------------|------------|--------|
| Start Time: 10/19/2023 1:00:00 PM Activity: | 04:00 | | |
| Log Type: Training Entry Text: P.R. & Work place Safety | | | |
| Total Hours and Points: | 04:00 | 0 | 0 |

Burton, Eric

| | Time at Activity | Hours Paid | Points |
|---|------------------|------------|--------|
| Start Time: 10/19/2023 1:00:00 PM Activity: | 04:00 | | |
| Log Type: Training Entry Text: P.R. & Work place Safety | | | |
| Total Hours and Points: | 04:00 | 0 | 0 |

Dutton II, Kenneth Ross

| | Time at Activity | Hours Paid | Points |
|--|------------------|------------|--------|
| Start Time: 10/31/2023 1:00:00 PM Activity: | 03:00 | | 4 |
| Log Type: Training Entry Text: Medical Training | | | |
| Start Time: 10/25/2023 1:00:00 PM Activity: | 04:00 | | 4 |
| Log Type: Training Entry Text: EmergencyDriving & Scene Safety | | | |
| Start Time: 10/19/2023 1:00:00 PM Activity: | 04:00 | | |
| Log Type: Training Entry Text: P.R. & Work place Safety | | | |
| Start Time: 10/10/2023 1:00:00 PM Activity: | 04:00 | | 4 |

PM

Log Type: Training **Entry Text:** Fire Prevention Week Fire Safety, Extinguisher Safety, Detector Types, Gas Monitors

Start Time: 10/4/2023 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** Salvage and Overhaul Tech.Air Pack doning and daufing. Gear Daoning and daufing

Total Hours and Points: 19:00 0 16

Keel, Ivan

| | | Time at Activity | Hours Paid | Points |
|--|--|------------------|------------|--------|
| Start Time: 10/31/2023 1:00:00 PM | Activity: | 03:00 | | 4 |
| Log Type: Training | Entry Text: Medical Training | | | |
| Start Time: 10/25/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: EmergencyDriving & Scene Safety | | | |
| Start Time: 10/19/2023 1:00:00 PM | Activity: | 04:00 | | |
| Log Type: Training | Entry Text: P.R. & Work place Safety | | | |
| Start Time: 10/10/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: Fire Prevention Week Fire Safety, Extinguisher Safety, Detector Types, Gas Monitors | | | |
| Start Time: 10/4/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: Salvage and Overhaul Tech.Air Pack doning and daufing. Gear Daoning and daufing | | | |
| Total Hours and Points: | | 19:00 | 0 | 16 |

Stone, Slater

Time at Hours

| | | Activity | Paid | Points |
|--|--|-----------------|-------------|---------------|
| Start Time: 10/31/2023 1:00:00 PM | Activity: | 03:00 | | 4 |
| Log Type: Training | Entry Text: Medical Training | | | |
| Start Time: 10/25/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: EmergencyDriving & Scene Safety | | | |
| Start Time: 10/19/2023 1:00:00 PM | Activity: | 04:00 | | |
| Log Type: Training | Entry Text: P.R. & Work place Safety | | | |
| Start Time: 10/10/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: Fire Prevention Week Fire Safety, Extinguisher Safety, Detector Types, Gas Monitors | | | |
| Start Time: 10/4/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: Salvage and Overhaul Tech.Air Pack doning and daufing. Gear Daoning and daufing | | | |
| Total Hours and Points: | | 19:00 | 0 | 16 |

| |
|-----------------------------|
| Wolverton, Charles B |
|-----------------------------|

| | | Time at Activity | Hours Paid | Points |
|--|--|-------------------------|-------------------|---------------|
| Start Time: 10/31/2023 1:00:00 PM | Activity: | 03:00 | | 4 |
| Log Type: Training | Entry Text: Medical Training | | | |
| Start Time: 10/25/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: EmergencyDriving & Scene Safety | | | |
| Start Time: 10/10/2023 1:00:00 PM | Activity: | 04:00 | | 4 |
| Log Type: Training | Entry Text: Fire Prevention Week Fire Safety, Extinguisher Safety, Detector Types, Gas Monitors | | | |

Start Time: 10/4/2023 1:00:00 PM

Activity:

04:00

4

Log Type: Training

Entry Text: Salvage and Overhaul
Tech.Air Pack doning and
daufing. Gear Daoning
and daufing

Total Hours and Points:

15:00

0

16

Grand Total Hours and Points: 5 Days, 14:

0

108

Report Filter Settings

Report Name: Department Log Hours and Points, Detailed
Filter Name: Last Month's Training
Filter Expression: ([StartTime] is between '10/1/2023 12:00:00 AM' and '10/31/2023 11:59:59 PM') And ([LogTypeID] equals 'Training')



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

Hydrant Flow Tests by Hydrant Number

Hydrant Number: 1w328

Location: east outer road plug 1, Moberly, MO 65270 **Color:** Orange
District: WARD ONE **Township:** **Year:**
Next Test Date: 10/15/2024 **Make:**

| FLOW TEST SUMMARY | | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|-------------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| Test Date | Test Purpose | | | | | | |
| 10/16/2023 | | 4063 | 3183 | 55 | 44 | 50 | 1113 |

Hydrant Number: 1W329

Location: East outer road pipe line ya, Moberly, MO 65270 **Color:** Green
District: WARD ONE **Township:** **Year:**
Next Test Date: 10/15/2024 **Make:**

| FLOW TEST SUMMARY | | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|-------------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| Test Date | Test Purpose | | | | | | |
| 10/16/2023 | | 4154 | 3255 | 55 | 46 | 50 | 1138 |

Hydrant Number: 1W330

Location: East outer road At red barn, Moberly, MO 65270 **Color:** Green

District: WARD ONE**Township:****Year:****Next Test Date:** 10/15/2024**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 |
|------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| 10/16/2023 | | 2243 | 1802 | 60 | 40 | 45 | 1061 |

Hydrant Number: 1W331**Location:** East outer road plug 4, Moberly, MO 65270**Color:** Red**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/15/2024**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 |
|------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| 10/16/2023 | | 3091 | 2483 | 60 | 49 | 50 | 1175 |

Hydrant Number: 1W332**Location:** East outer road plug 5, Moberly, MO 65270**Color:** Green**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/15/2024**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 |
|------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| 10/16/2023 | | 4630 | 3719 | 60 | 52 | 55 | 1210 |

Hydrant Number: 1W333**Location:** East outer road plug 6, Moberly, MO 65270**Color:** Green**District:** WARD ONE**Township:****Year:**

Next Test Date: 10/15/2024**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 | | | | | | |
| 10/16/2023 | | 3970 | 3110 | 55 | 42 | 50 | 1087 |

Hydrant Number: 1W334**Location:** East outer road plug 7 65270**Color:** Green**District:** **Township:****Year:****Next Test Date:** 10/15/2024**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 | | | | | | |
| 10/16/2023 | | 2499 | 1897 | 50 | 39 | 40 | 1048 |

Hydrant Number: 1W335**Location:** East outer road plug 8, Moberly, MO 65270**Color:** Green**District:** WARD ONE **Township:****Year:****Next Test Date:** 10/15/2024**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 | | | | | | |
| 10/16/2023 | | 3970 | 3110 | 55 | 42 | 50 | 1087 |

Hydrant Number: 1W336**Location:** Hwy 63 N, Moberly, MO 65270**Color:** Green**District:** WARD ONE **Township:****Year:****Next Test Date:** 10/15/2024**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 |
|------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| 10/16/2023 | | 699 | 531 | 50 | 10 | 20 | 531 |

Hydrant Number: 1W337**Location:** East outer road at airport, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/15/2024**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 |
|------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| 10/16/2023 | | 2140 | 1677 | 55 | 40 | 40 | 1061 |

Hydrant Number: 1W337A**Location:** Wal Mart / SW corner, Moberly, MO**Color:** Blue**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/15/2024**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 |
|------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| 10/16/2023 | | 1692 | 1326 | 55 | 25 | 40 | 839 |

Hydrant Number: 1W337B**Location:** Wal Mart / NW corner of store, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/15/2024**Make:****FLOW TEST SUMMARY**

| Flow at | Flow at | Static | Pitot | Actual Residual | Calculated |
|---------|---------|--------|-------|-----------------|------------|
|---------|---------|--------|-------|-----------------|------------|

| Test Date | Test Purpose | 0 PSI | 20 PSI | Pressure | Pressure | Pressure | Flow |
|------------|--------------|-------|--------|----------|----------|----------|------|
| 10/16/2023 | | 2492 | 1953 | 55 | 35 | 45 | 993 |

Hydrant Number: 1W337C

Location: Wal Mart / NE corner of store, Moberly, MO **Color:** Green
District: WARD ONE **Township:** **Year:**
Next Test Date: 10/15/2024 **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 | 0 PSI | 20 PSI | Pressure | Pressure | Pressure | Flow |
| 10/16/2023 | | 2664 | 2087 | 55 | 40 | 45 | 1061 |

Hydrant Number: 1w338

Location: Wal Mart / Main entrance, Moberly, MO **Color:** Blue
District: WARD ONE **Township:** **Year:**
Next Test Date: 10/15/2024 **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 | 0 PSI | 20 PSI | Pressure | Pressure | Pressure | Flow |
| 10/16/2023 | | 3874 | 3035 | 55 | 40 | 50 | 1061 |

Hydrant Number: 1W339

Location: Highway 24 E, Moberly, MO **Color:** Green
District: WARD ONE **Township:** **Year:**
Next Test Date: 10/15/2024 **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 | 0 PSI | 20 PSI | Pressure | Pressure | Pressure | Flow |

10/16/2023 3874 3035 55 40 50 1061

Hydrant Number: 1W340

Location: Wal Mart / SE corner of parkin, Moberly, MO **Color:** Orange
District: WARD ONE **Township:** **Year:**
Next Test Date: 10/15/2024 **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 | | | | | | |
| 10/16/2023 | | 3874 | 3035 | 55 | 40 | 50 | 1061 |

Hydrant Number: 1w340a

Location: Hwy 24E @ pizza hut entrance, Moberly, MO **Color:** Green
District: WARD ONE **Township:** **Year:**
Next Test Date: 10/15/2024 **Make:** us pipe

| <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 | | | | | | |
| 10/16/2023 | | 3874 | 3035 | 55 | 40 | 50 | 1061 |

Hydrant Number: 1w340b

Location: Hwy. 24 E. across from MFA Oil, Moberly, MO 65270 **Color:** Green
District: **Township:** **Year:**
Next Test Date: 10/15/2024 **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 | | | | | | |
| 10/16/2023 | | 2862 | 2299 | 60 | 42 | 50 | 1087 |

Hydrant Number: 1w340c**Location:** 1309 Distibution Center water tower, Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/15/2024**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 |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 10/16/2023 | | 2002 | 1569 | 55 | 35 | 40 | 993 |

Hydrant Number: 1W340C1**Location:** 1366 HWy. 24 E. (Behind RCAD), Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/15/2024**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 |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 10/16/2023 | | 1551 | 1215 | 55 | 35 | 40 | 769 |

Hydrant Number: 1w340D**Location:** CR 2305 (Behind MFA Oil), Moberly, MO 65270**Color:** Green**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/15/2024**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 |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 10/16/2023 | | 3970 | 3110 | 55 | 42 | 50 | 1087 |

Hydrant Number: 1w340E

Location: 1147 CR 2305, Moberly, MO 65270**Color:** Orange**District:** WARD ONE **Township:****Year:****Next Test Date:** 10/15/2024**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 |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 10/16/2023 | | 2597 | 2035 | 55 | 38 | 45 | 1034 |

Hydrant Number: 1w340F**Location:** CR 2305 Third Hydrant, Moberly, MO 65270**Color:** Green**District:** WARD ONE **Township:****Year:****Next Test Date:** 10/15/2024**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 |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 10/16/2023 | | 3059 | 2458 | 60 | 48 | 50 | 1163 |

Hydrant Number: 1W340G**Location:** 2305 County Road, Moberly, MO 65270**Color:** Green**District:** WARD ONE **Township:****Year:****Next Test Date:** 10/15/2024**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 |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 10/16/2023 | | 2730 | 2139 | 55 | 42 | 45 | 1087 |

Hydrant Number: 1w340H

Location: CR 2305, Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/15/2024**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 |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 10/16/2023 | | 2307 | 1808 | 55 | 30 | 45 | 919 |

Hydrant Number: 1w340I**Location:** Dollar tree parking lot East p, Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/18/2024**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 |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 10/19/2023 | | 1761 | 1336 | 50 | 30 | 35 | 919 |

Hydrant Number: 1w340J**Location:****Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/18/2024**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 |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 10/19/2023 | | 2492 | 1953 | 55 | 35 | 45 | 993 |

Hydrant Number: 1W340K**Location:****Color:** Orange

District: WARD ONE**Township:****Year:****Next Test Date:** 10/18/2024**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 |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 10/19/2023 | | 2264 | 1718 | 50 | 32 | 40 | 949 |

Hydrant Number: 1W341**Location:** Highway 24 E, Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/18/2024**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 |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 10/19/2023 | | 1475 | 1185 | 60 | 30 | 35 | 919 |

Hydrant Number: 1W342**Location:** Hwy 24 E., Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/18/2024**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 |
|------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| 10/19/2023 | | 1091 | 828 | 50 | 20 | 25 | 750 |

Hydrant Number: 1W343**Location:** Highway 24 E, Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:**

Next Test Date: 10/18/2024

Make: Mueller

| FLOW TEST SUMMARY | | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|-------------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| Test Date | Test Purpose | | | | | | |
| 10/19/2023 | | 3187 | 2418 | 50 | 30 | 45 | 919 |

Hydrant Number: 1W344

Location: W Outer RD, Moberly, MO 65270

Color: Green

District: WARD ONE Township:

Year:

Next Test Date: 10/18/2024

Make: Mueller

| FLOW TEST SUMMARY | | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|-------------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| Test Date | Test Purpose | | | | | | |
| 10/19/2023 | | 3680 | 2793 | 50 | 40 | 45 | 1061 |

Hydrant Number: 1W345

Location: W Outer RD, Moberly, MO 65270

Color: Green

District: WARD ONE Township:

Year:

Next Test Date: 10/18/2024

Make: Mueller

| FLOW TEST SUMMARY | | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|-------------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| Test Date | Test Purpose | | | | | | |
| 10/19/2023 | | 3771 | 2862 | 50 | 42 | 45 | 1087 |

Hydrant Number: 1W346

Location: W Outer RD, Moberly, MO 65270

Color: Green

District: WARD ONE Township:

Year:

Next Test Date: 10/18/2024

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 |
|------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| 10/19/2023 | | 1587 | 1243 | 55 | 30 | 35 | 919 |

Hydrant Number: 1W348**Location:** W.Outer Rd., Moberly, MO**Color:** Red**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/18/2024**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 |
|------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| 10/19/2023 | | 2995 | 2406 | 60 | 46 | 50 | 1138 |

Hydrant Number: 1W349**Location:** W Outer RD, Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/18/2024**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 |
|------------|--------------|---------------|----------------|-----------------|----------------|--------------------------|-----------------|
| 10/19/2023 | | 2730 | 2139 | 55 | 42 | 45 | 1087 |

Hydrant Number: 1W350**Location:** Silva LN, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 10/18/2024**Make:****FLOW TEST SUMMARY****Flow****Flow****Actual**

| Test Date | Test Purpose | at 0 PSI | at 20 PSI | Static Pressure | Pitot Pressure | Residual Pressure | Calculated Flow |
|------------|--------------|-------------|--------------|--------------------|-------------------|----------------------|--------------------|
| 10/19/2023 | | 2467 | 1872 | 50 | 38 | 40 | 1034 |

Hydrant Number: 1W351

Location: Crete Street, Moberly, MO

Color: Orange

District: WARD ONE

Township:

Year:

Next Test Date: 10/18/2024

Make:

| FLOW TEST SUMMARY | | Flow at 0 PSI | Flow at 20 PSI | Static Pressure | Pitot Pressure | Actual Residual Pressure | Calculated Flow |
|-------------------|--------------|---------------------|----------------------|--------------------|-------------------|--------------------------------|--------------------|
| Test Date | Test Purpose | | | | | | |
| 10/19/2023 | | 2579 | 1774 | 40 | 25 | 35 | 839 |

Report Filter Settings

Report Name: Hydrant Flow Tests by Test Date

Filter Name: Last Month

Filter Expression: [TestDate] is between '10/1/2023 12:00:00 AM' and '10/31/2023 11:59:59 PM'

11/01/23
14:47

Moberly Police Department
Total CAD Calls Received, by Nature of Call

Page: 343
1

| Nature of Call | Total Calls Received | % of Total |
|----------------------------|----------------------|------------|
| Abandoned Vehicle | 10 | 1.18 |
| Accident/Motor Vehicle | 42 | 4.96 |
| Alarm Call | 14 | 1.65 |
| Animal Bite | 4 | 0.47 |
| Animal Complaint | 10 | 1.18 |
| Assault | 8 | 0.95 |
| Assist Other Agency | 37 | 4.37 |
| Assist Public/Employee | 68 | 8.04 |
| Building Check | 88 | 10.40 |
| Burglary | 1 | 0.12 |
| Damage Property | 7 | 0.83 |
| Dangerous Drug | 1 | 0.12 |
| Death Investigation | 3 | 0.35 |
| E911 Check | 1 | 0.12 |
| Extra Watch | 38 | 4.49 |
| Extra Watch Request | 2 | 0.24 |
| Family Offense | 1 | 0.12 |
| Field Contact | 24 | 2.84 |
| Found Property/Contraband | 8 | 0.95 |
| Fraud | 6 | 0.71 |
| Funeral Escort | 4 | 0.47 |
| Harassment | 6 | 0.71 |
| Keeping the Peace | 4 | 0.47 |
| Medical Assist\RCAD | 1 | 0.12 |
| Missing Person | 2 | 0.24 |
| Motor Vehicle Theft | 2 | 0.24 |
| Parking Violation | 9 | 1.06 |
| Peace Disturbance | 50 | 5.91 |
| Runaway Juv | 4 | 0.47 |
| Search Warrant | 2 | 0.24 |
| Special Assignment | 8 | 0.95 |
| Stealing | 32 | 3.78 |
| Suspicious Activity | 52 | 6.15 |
| Suspicious Person | 16 | 1.89 |
| Suspicious Vehicle | 18 | 2.13 |
| Traffic Complaint | 197 | 23.29 |
| Trespass/Refusing to Leave | 13 | 1.54 |
| Warrant Arrest | 10 | 1.18 |
| Try to Contact/Well-Being | 43 | 5.08 |
| Total Calls: | 846 | |

Report Includes:

All dates between `00:00:01 10/01/23` and `23:59:59 10/31/23`
 All nature of incidents
 All cities
 All types
 All priorities
 All agencies matching `1`

*** End of Report \SpillmanServer\app\tmp\reportTmp_aspilman\r

Director Of Utilities Monthly Report
October 2023 (Presented At The November 20 City Council Meeting)

Director's Summary

The timeline for the remaining project that has not been advertised is pointing towards project award in the 1st quarter of 2024, and construction to be underway during 2024. There will likely be construction underway on at least 6 major projects during 2024. Other projects underway are the Stormwater 319 Grant Application development along with the Stormwater Master Plan.

Project Tracking

Sparks Avenue Sewer:

- Construction permit requested. Plans under review for that permit.
- Engineer consultant has scheduled the project for advertisement during 1st quarter of 2024.

Northwest Regional Lift Station:

- Design phase underway.
- Easements needed for piping routes. Mapping of those easements to begin soon.

Route JJ:

- Moberly working to obtain easements. 2/48 outstanding easements remain.
- Jacobs to prepare an application for a construction permit.
- RIG (Regionalization Grant) amount increase applied for.

Logan Street Water Line Replacement:

- Design phase to be underway upon scope approval.

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:

- The contract has been awarded.

N. Morley Water Main:

- The contract has been awarded.

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.
- Advertisement for bids anticipated in November 2023.

Downtown CSO Storage Facility:

- Project awarded.
- Construction start date TBD.

Dept. Summaries:

| | |
|---|--|
| Drinking Water produced: | 38.500 MG (1.242 MG/Day) |
| Drinking Water billed: | 32.082 MG (1.034 MG/Day) \$217,144 (\$7,004/Day) |
| Wastewater Treated: | 31.939 MG (1.030 MG/Day) |
| Wastewater Billed: | 29.900 MG (0.965 MG/Day) \$285,278 (\$9,203/Day) |
| Wastewater Discharge Combined Sewer Outfalls: | 6.614 MG |
| Total October precipitation | 2.17 inches |

| | |
|--|------------|
| Monthly Water Production | 33,276,657 |
| Monthly Used by City Facilities | 2,577,572 |
| Accounted for During Water Leaks | 1,326,504 |
| System Flushing | 92,797 |
| Metered & Billed | 27,565,922 |
| YTD Avg Water Loss Monthly Avg | 10.2% |
| *Flow #s are 12 month running average, Gallons | |

Water Billing Office

- 73 Landlord letters. Sent to notify landlords of renters' delinquent payment status.
- 39 Deposit letters.
- 31 Emails to 6 Landlords.
- 124 meter technician work orders.
- Received 32 Waste Management calls or visits from customers.

Distribution and Collection Department and Customer Service

- Repaired 6 water leaks.
- Replaced or removed 1 valve.
- Completed 184 Missouri One Call tickets for locating Moberly water and sewer lines.
- Staff investigated 12 sewer calls.
- 216 staff OT hours.
- Inspected 3,934 feet of sewer line.
- Jetted approximately 9,983 feet of sewer line. (Almost 2 miles.)
- Sawed 0 feet of sewer lines to remove roots.

1. 10-02-23 Water main repair @ 959 W Reed St. 9 customers without water. Estimated water loss 291,015 gallons. Repair was completed in 5 hours.
2. 10-05-23 Water main repair @ 504 Gilman St. 0 customers without water. Estimated water loss 90,576 gallons. Repair was completed in 3 hours.
3. 10-12-23 Water main repair @ 820 Hwy 24. 3 customers without water. Estimated water loss 238,483 gallons. Repair was completed in 3.5 hours.
4. 10-12-23 Water main blowoff replacement @ 223 Sunset Dr. 8 customers without water. Estimated water loss 62,133 gallons. Repair was completed in 2.25 hours.
5. 10-17-23 Water main repair @ 1990 Hirst Dr. 2 customers without water. Estimated water loss 165,936 gallons. Repair was completed in 9.5 hours.
6. 10-20-23 Water service repair @ 400 Taylor St. 1 customer without water. Estimated water loss 50,400 gallons. Repair was completed in 5 hours.

I'm going to try to include this breakdown, provided by Chris Bohm of the D&C team, in each monthly report moving forward.

Moberly has one future 2024 SRF project as follows: "will consist of water line replacements of 6" and 8" mains with Class 150 C-900 PVC pipe. Logan Street water main was identified as a priority project in a 2018 Water System Model Update and is in the City's Owner Supervised Program for water main construction. This project will include approximately 15,000 linear feet or roughly 3 miles (Moberly has over 50 miles of cast iron piping to be replaced out of 100 miles total, leaks are almost exclusively on cast iron mains.) of water main with associated fire hydrants, valves and pavement replacement following pipe installation. The cost for this project will be just over \$7,000,000." Moberly has an opportunity to receive funding that is in early days for the remaining 4 miles of 14" cast iron piping to be replaced.

Water Plant

- WTP staff completed 3,754 lab analyses.
- Analyzed 8 Colilert samples for total coliform.
- Completed September monthly Disinfection Turbidity report, and October monthly facility inspection.
- Worked on lawn maintenance at the towers.
- Cleaned out the South Upflow and got it ready to be filled as needed.
- Hydro Kinetics performed a remote access test to see if they could remotely look into our equipment for diagnostic reasons if we were to run into a problem, and everything was working as it was designed to do.
- Started the plant without feeding ammonia so we could begin to convert the system into free chlorine, instead of monochloramines. Had training with half of D&C about the proper ways to collect a Bac-T sample and flush a hydrant. Also took them on a plant tour so they could better understand what it is that the water plant staff do and how we operate.
- Collected TOCs and Fluoride while spot checking the system.
- Matt started his shift around midnight to relieve the night operators from the day before because we were stacking the towers as much as possible before shutting down while converting the system.
- The other half of D&C attended training about Bac-T sampling, flushing hydrants, and a plant tour.

- Started making changes to the fluoride room to prepare for the new fluoride system that was purchased with grant funds through the Department of Health and Senior Services.
- Helped the Lake Ranger offload the algae killers into Sparks tower for winter storage.
- Collected Bac-Ts and got them sent off.
- Set up hoses for YMCA and started filling their pool off of a fire hydrant.
- Attended the utilities staff meeting.
- Received about 50,000 pounds of Alum. Went to the YMCA to pick up the meter and hoses used to fill their pool. There was 98,990 gallons used filling the pool.
- Collected Bac-Ts.
- Met with Jimmy at Rollins tower to discuss tower drain down and a possible chlorine injection tap.

Wastewater Treatment Facility

- Treated 31.939 MGM an average of 1.030 MGD.
- Transferred 910,625 gallons of sludge from the SBRs to the digesters.
- There was 25.13 DT of biosolids applied for the month.
- 2.17 inches of precipitation that fell over a 10-day period.
- Taylor CSO (outfall 002) did not discharge for the month of October.
- Rollins CSO (outfall 003) discharged 6.614 MGD for the month of October.
- Seven Bridges CSO (outfall 004) did not discharge for the month of October.
- Holman Rd CSO (outfall 005) did not discharge for the month of October.
- 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 16,150 gallons were removed in September.
- A new check valve was installed on Blower #2. Belts and oil were also changed at the time of service.
- Blower #1 was not functioning properly. Jefferies electric was contacted to troubleshoot. Adjustments were done to the VFD. The blower returned to normal operation.
- Rollins CSO Lagoon was dosed with 1,610 gallons of Bioxide for odor control.
- Service maintenance was done to the generator at Seven Bridges PS.
- DNR was onsite October 11th for a routine pretreatment inspection. The inspector visited Swift Foods and Total Powder Coat during the inspection. Only minor recommendations were made at the time of inspection by the inspector. We are still waiting for the official inspection report.
- Ted Douglas attended BOD laboratory training.
- Rags were found tangled in the floats at McKinsey PS. The floats were cleaned at the station is now working properly.
- Will attended a hands-on pump and repair training in Kansas City.
- **WWTP staff along with D&C staff worked diligently with other contractors to troubleshoot and restore flow from the Morley PS between Oct 21-Oct 27. See full report (attached) for more information regarding this situation.**

Household Hazardous Waste

- Accepted 2354.7 lbs hazardous waste into the Household Hazardous Waste Facility.
- Stabilized and disposed of 731.95 lbs non-reusable materials.
- Distributed 376.85 lbs of recycled material to Moberly residents for reuse.
- Managed Open Household Hazardous Waste Day on October 14th.
- Cleaned and organized Household Hazardous Waste Facility.
- Reached out to haulers about removing material from HHW Facility.

Public Education and Involvement

- Made appointments with Moberly residents at Household Hazardous Waste Facility.
- Advertised HHW facility on social media.
- Attended Chamber Coffee Chat and discussed future trash cleanups.
- Reviewed updates to city stormwater page on the website.

Illicit Discharge Detection and Elimination

- Performed water testing and continued process of tracing illicit discharge.
- Performed post-planting follow-up on trees.
- Contacted landowners about future tree planting.

Construction Stormwater Runoff Control

- Performed Land Disturbance Inspections for all Land Disturbance sites (see attached chart.)
- Attended Planning Committee meeting.
- Contacted K Builders to discuss stormwater controls in Southridge.
- Contacted Adair Hathaway and Preston Riles about upcoming handover of Eagle Tree Ridge.
- Reviewed building plans to assess level of stormwater protection needed.
- Investigated excess fill complaint.
- Started work on erosion control training and educational materials.

Post-Construction Stormwater Controls

- Continued annual inspections for Ranger Station, Airport, Parks, Fire & Police Department, Golf Course, and Cemetery.
- Contacted Street Barn about fence damage at Wicker Street Basin.
- Cleared Wicker Street inlet and met with homeowner.

Municipal Good Housekeeping

- Performed annual stormwater inspections.
- Scheduled Drinking Water stormwater training.

Finances, Certifications and Education

- Swapped out work truck.
- Attended HHW facility safety webinar.
- Attended MIRMA training.

319 Project

- Worked on supplementary application paperwork.
- Acquired database of landowners in the Sugar Creek Lake watershed.

Land Disturbance Inspections Performed

| Site | Permit Holder | Status |
|-------------------|-----------------|--|
| KO Storage | KO Construction | Construction not Started |
| Dream Moore Falls | Larry Schnell | No issues |
| Logan Street | Drew Kerns | Construction Not Started |
| Cobblestone Creek | Tony Stuart | No issues |
| Cobblestone Creek | Knox & Haynes | No issues |
| Ellis Place | Tony Stuart | Trash on lot |
| Eagle Tree Ridge | Dave Richardson | Sediment downstream of basin, erosion and channelization within basin, no inlet protection or erosion control, cement basin full |
| Club Carwash | Scott Mueller | No issues |
| Alt Ed School | Jeff McCracken | Inlet protection needs to be replaced |
| Walmart DC | Scott Kleermeir | No issues |
| Holman Road house | Josh Spicer | Downstream Sediment, silt fences need repair |

City of Moberly, North Morley L/S Force Main back up

#19.

Summary Week of Saturday Oct 22-Friday Oct 27

The impacted Force Main sewer line starts at the N. Morley Lift Station that is located between the City Street barn and Swift Foods. This line serves the entirety of the north end of the city. Everything north of McDonald's and Ford Motor Company on Morley St and then east to Hwy 63 and everything up to the Airport, > 35 businesses, several residences at the north end of Silva Lane, and Swift Foods. 100% of the sewer flow from all these locations intermittently overflowed through a sewer manhole and into the nearest stream for the duration of this event. This Force Main line runs south from the N. Morley lift station down through the Tractor Supply parking lot and crosses US Hwy 24 and continues southeast on a path that ends at Kiwanis Park where it dumps into the gravity sewer line. This entire line is approx. 1.5 miles of 12 in PVC C900 pipe with zero access points and the south 4000 ft of this line was 100% packed full of grease. (Think of this pipe as a water line, so there is no place to enter the pipe for cleaning without specialty apparatus.) Please reference the attached map, the Force Main is labeled in red.

Saturday Oct 21

Donnie Gregory, WWTP operator, received a call out to the Morley PS at 5:15 pm for a high wet well level. Upon arrival at the station, Donnie tried to run both pumps in hand to attempt to pump the wet well down. Donnie could only run the pumps for a short time before they shut down due to the discharge pipe pressure build up. At 7 pm, Donnie called Emily Lute, Wastewater Chief Operator, to notify her of the situation. Ted Douglas, WWTP operator, arrived at the pump station and the 2 WWTP operators pulled pump #3. When they pulled the pump, they found there was nothing in it at that time. The 2 Operators were confident there was enough capacity remaining in the wet well to make it through the night without issue and left for the night.

Sunday Oct 22

Ted Douglas and Donnie Gregory arrived at the Morley Lift Station at 8:30 am and began troubleshooting the pumps again. They worked for several hours bleeding the pumps, thinking there could be air built up in the lines. Doug Farrow, WWTP operator, came in to help with the efforts. Emily Lute was contacted at 2 pm with the update. At this point the operators were not confident there would be enough storage in the wetwell to make it through the night. Emily Lute called in Pro Pumping and Hydro jetting for an emergency pump-out to the point they felt the wet well capacity could last through the night.

Monday Oct 23

Tim Grimsley- Street Dept. Superintendent contacted the wastewater staff at 7:15 am to notify them that the sanitary manhole just north of the Morley PS was overflowing. Emily Lute contacted Ben Azerolo with Vandevanter Engineering for troubleshooting advice and bypass pump options. Brad Christianson was called to investigate the pumps. WWTP Staff determined there wasn't anything wrong with the pumps and that there had to be some sort of blockage in the force main sewer line. Emily Lute notified Dana Ulmer and Jim Wetrich of the situation. Joe Beffa with Vandevanter arrived on site at 11 am Monday with a bypass pump. The thought was a larger pump could push the obstruction through the line. Staff at the bypass pump up and got it running and stationed staff to observe a sanitary MH at KIWANIS Park where the force main dumps into the gravity line. After an hr. of pumping there was no flow and the pump had to be shut down to prevent it from overheating.

Tuesday Oct 24

#19.

9 AM Emily Lute came to City Hall and notified Utilities Director, Dana Ulmer and me, Steve Wilson, Utilities Coordinator, of the ongoing SSO on N. Morley that the Lift Station pumps would not pump through the blockage in the line. Emily requested Cogent, (Vandevanter) to bring in a bypass pump that would provide a stronger push through the pipe. While this process was being implemented, Jim Wetrich, Distribution/Collection Superintendent and Steve Wilson, started going through the logistics process of bringing in contractors to assist and calling on consultants for advice. We first brought in Mark Willis Excavation and Brad Christianson of Pump and Excavation as each have extensive knowledge of the city's sewer and water systems. Two air relief valves were Identified as possible sources to provide relief to the line. These had to be pumped out and the valve replaced so that the City's Vac truck pressure line could be attached to each air relief. For several hours, we attempted to push water from the downstream side to try and pressurize and loosen the blocked while simultaneously running the bypass pump at the L/S. At the northernmost air relief, we were able to push some grease out through the 2 inch hose, but the pumps couldn't handle the pressure, overheated and shut down. Not much progress was made during these attempts to achieve flow, but we were able to deduce where the blockage started and ended. We halted work around 9 PM and planned a meeting for the following AM with staff and consultants.

Wed 9 AM Oct 25

D/C Shop Meeting- Present- Dana Ulmer, Steve Wilson, Emily Lute, Jim Wetrich, Chris Bohm, Mark Willis and Brad Christianson.

Cogent brought in a larger pump that could provide much more pressure and would not shut down and keep pushing until the blockage pushes through or the pipe breaks. The problem with this is that we would have no control over where the pipe would break and since it runs through an encasement under Hwy 24 there would be significant potential for it to break at this point and cause a disaster that could involve several state agencies, news media, significant cleanup costs, roadway repairs, and still not necessarily solve the problem. It was decided it was a better option to try and remove the blockage rather than to continue to push it down the line just to cause blockage issues downstream or at the Rollins CSO. The blockage was between a series of three, 90-degree angles in the line. We decided to remove these 3- 90s and replace each with 2- 45s and add a 'Y' at each so a pipe could be brought up above the surface to provide a point to push the grease out of the line as well as provide access for future maintenance of the line. Jim was able to locate enough materials and parts located wither in Columbia or KC to allow for these 3 repairs. Will from the WWTP was dispatched to KC to retrieve the needed parts. Mark Willis mobilized to the first 90 behind Goodwill and Brad Christianson went to Austin St. to the second 90 and both contractors along with D/C staff started the process of uncovering and exposing the pipe and 90s. Chris Bohm was able to locate the correct areas for digging at all 3 spots. D/C staff and our VAC truck was sent to Austin Street and again to the Kiwanis Park MH to jet the lines and attempt loosen the blockage. Emily Lute kept her staff on stand-by to aid and to engage the pumps as needed and she stayed in communication with Swift foods and DNR. The parts were delivered to the site in the late afternoon and the installation process started at the same time as the rain came and it continued to rain until Friday pm. With 2 crews working we were able to get both locations 90s removed and the 45s installed along with the access points and both sites backfilled. At this point it was 3 AM Thursday morning and we halted work.

Thursday Oct 26

Mark Willis mobilized to the 3rd 90 at the N/E Cor of the Housing Authority and started the process of uncovering and cutting out the blocked pipe. We had Brad Christianson dig a containment pit at the new

access point on Austin Street to hold the grease that comes out. Once this pit was ready, the access point was removed, and grease instantly started coming out, WWTP staff were notified to start the bypass pump and slowly the grease started working its way out. The clogged lines downstream now helped with this process as it forced the grease out of the pipe where we designed it to go. After several minutes the water pressure pushed the blockage out of the line and into the containment pit with minimal spillage. We now knew that we could slay the monster. The pumps were shut down and staff moved downstream to assist Mark Willis at his location. After a few hours in the rain, we were able to get the 2-45 degree bends put in and the access point installed and the site backfilled. The WWTP staff was notified to activate the pump and again after 10 min the pump was able to push the upstream blockage out of the new access point. High fives all around.

#19.

At the downstream manhole where the force main line dumps into the gravity line a cap had been installed to help provide the pressure needed to force the blockage out at the new location upstream. This cap was now removed, and the pumps turned on again. After around 15 min the line charged enough that the remainder of the grease was liquified and pushed through the force main into the gravity line where it was able to continue through the system without issue. At around midnight Thursday night, we were back to flowing at full capacity and the SSO had stopped flowing into the creek. Success.

Friday- Oct 27

Ace Pipe Cleaning was mobilized to come in and clean all the access grease out of the 6 overflow tanks that are located on the north side of the lift station. 2 full vac trucks of grease were removed and taken to Moberly's drying bed at the Rollins CSO. Emily contracted Pro Pumping to go to the Austin Street site to pump out the containment pit we installed and took that material straight to the Columbia landfill. D/C staff used the city Vac truck to begin the clean-up at the SSO site. Mark Willis was sent back to the Housing Authority to start the cleanup at that location. DNR representative Jon Basler arrived at 9 AM to observe the entire affected site with Emily Lute, Jim Wetrich and Steve Wilson. Mr. Basler did find some dead fish downstream of the SSO and indicated that there will most likely be a citation given for this.

However, Mr. Basler was very pleased that staff and contractors had already started the cleanup at each location and all the 4000 ft of compacted grease was contained, had a designated place to go, and cleanup completed by the end of the day. He stated that his report will be referred to a case worker that will contact the city. He suggested that all repairs and line maintenance should be performed while this SSO report is open. So, we are replacing the last 2-90 degree bends on the line this week. We directed Jacobs Engineering to modify the upcoming extension of this same force main and remove the 3-90s and install maintenance access points every 1500 ft, in the project already awarded to extend the existing force main.

Conclusion-

This type of incident is not supposed to happen to force mains sewer lines. Between staff, contractors and consultants, especially ACE Pipe Cleaning, who perform work throughout the entire country, none of them have ever encountered a situation like this or of its magnitude. The goal was to get this vital line back in service while protecting the integrity of the line and improve its design to allow for future maintenance while avoiding an environmental disaster. We were successful at all of this but at a high cost that will be compiled as the materials and contracted invoices come in along with city staff hours and equipment expenses. Pictures and video were captured of the entire process.

Steve Wilson, Jim Wetrich and Emily Lute all worked very closely together through this entire process, while keeping the Utility Director, Dana Ulmer, the City Manager, Randall Thompson, the DNR and Swift Foods all up

to date on the progress. We can't give enough praise to Utilities' entire staff who worked tirelessly through a very difficult and stressful situation. #19.

Maps of Force Main location are attached.

Consultant and Contractors:

Cogent Pumping

Mark Willis Excavation

Brad Christianson- Pumps and Excavation

Ace Pipe Cleaning

Pro-Pumping

Vulcan Drying Systems- Contacted them with the possibility of building an incinerator to burn off all excess grease on Swifts site rather than it being sent to the City's sewer system. Their engineer, Jeff Sayre said that this was very possible with some material testing and permitting.

**Moberly Area Economic Development Corporation
Board Report: October 13 – November 16, 2023
Randy Asbury, President, & Kaylee Paffrath, Director of Business Development**

Goals/Activities for the Past Month

- (Completed) Continue Business Retention and Expansion (BR&E) efforts with major employers throughout Howard and Randolph counties.
- (Ongoing) Continue discussions with the City of Moberly and The Bricton Group regarding downtown Moberly hotel opportunities and development services.
- (Ongoing) Continue to provide follow-up on all outstanding projects requiring management and response.
- (Ongoing) Continue social media and website engagement efforts.
- (Completed) Meet with Eli Falls, Moffatt & Nichol, and Joe Torp, Norfolk Southern, to discuss Moberly rail access options.
- (Ongoing) Research 501(C)3 status and guidelines.
- (Underway) Begin work on certifying the remaining uncertified acreage at the Moberly Area Industrial Park.
- (Completed) The KWIXLand in the Morning interview in October will be with Kaylee Paffrath discussing Moberly's housing developments.
- (Completed) Attend the Employer Showcase hosted by the Moberly Area Chamber of Commerce.
- (Completed) Attend the MEDC Public Policy Committee Meeting.
- (Completed) Present on MAEDC's organizational structure at the Lake Region EDC monthly meeting.
- (Completed) Attend the HIG Realty Group Ribbon Cutting.
- (Completed) Attend the Randolph County EXCELS' monthly meeting.
- (Completed) Meet w/ The HAM Toner inventor in Fayette.
- (Completed) Attend the final Leadership Northeast event and graduation ceremony in Edina.
- (Completed) Host the SBDC Roadshow at the Glasgow Chamber of Commerce meeting on November 8th.
- (Completed) Host the Missouri Partnership and Missouri Department of Economic Development tour at Swift Prepared Foods.
- (Completed) Attend the Randolph County Municipalities' Meeting.
- (Completed) Attend the MTCOG Annual Meeting.
- (Completed) Attend the November Missouri Northeast meeting (October is cancelled).
- (Completed) Meet with Intellihome Solutions, LLC.
- (Completed) Attend Howard County Commission meeting regarding Industrial Park opportunity.
- (Completed) Meet with and provide a tour for Agracel Rail Holding Company.

Goals/Activities for the Next Month

- Continue discussions with the City of Moberly and The Bricton Group regarding downtown Moberly hotel opportunities and development services.
- Continue to provide follow-up on all outstanding projects requiring management and response.
- Continue social media and website engagement efforts.

- Continue to facilitate and provide administrative services for the Moberly Depot District Grant Programs.
- Research 501(C)3 status and guidelines. A meeting with a CPA is scheduled for November 21.
- Begin work on certifying the remaining uncertified acreage at the Moberly Area Industrial Park.
- Continue Project Glasgow efforts alongside DED and Missouri Partnership.
- Host Jason Jennings, Jennings Locker, for the November KWIXLAND in the Morning interview with Brad Boyer.
- Participate in Governor's public announcement of and ribbon cutting for EquipmentShare.

Project Overviews

- Met with Project Glasgow principal and DED to discuss state incentives process.
- Made attempts to connect Project Solaire with the Missouri Partnership.
- Worked with EquipmentShare and Gilmore Bell to finalize paperwork for EquipmentShare's upcoming public announcement.

Other Substantive News & Efforts

- Toured the Howard/Cooper County Port Authority complex. Followed up with discussions with Congressman Sam Graves' office. Scheduled a joint Howard/Cooper County Commission meeting to discuss Port activities.
- Met with the new City of Glasgow Resource Supervisor.
- Submitted the Howard County Industrial Park and Moberly Area Industrial Park applications for the recertification designation as Missouri Certified Sites.
- Joined City of Fayette leaders to discuss a local business challenge and how to respond.
- Joined a joint meeting between the City of Moberly and Moberly Depot District CID board to hear a downtown hotel presentation from The Bricton Group.
- Joined a discussion with Project Glasgow principal and MODOT to discuss easement and driveway permitting.
- Joined Megan Schmitt, Moberly Chamber, for the monthly standing meeting.
- Attended Moberly Chamber State of the Community Banquet.
- Hosted Business Bites Luncheon in Moberly and the SBDC Roadshow in association with the Glasgow Chamber.
- Joined DED and numerous Missouri Northeast leaders for a tour of Swift Prepared Foods.
- Provided City of Moberly with proposed Moberly Area Industrial Park sign graphics and installation quotes.
- Attended MEDC Public Policy meeting via Zoom on 10/19/23.
- Attended HIG Realty Group Ribbon Cutting.
- Attended General Omar Bradley Museum Planning Meeting.
- Wrapping up Zip Code Survey Report.
- Wrapping up Wage & Benefits Survey Report. Missouri STEM Initiative (MSI) – Continue efforts to assist formation of organization.
- Social Media Stats: See attached report.



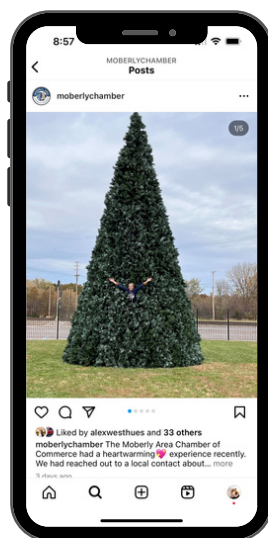
NOVEMBER REPORT

2023

SOCIAL MEDIA STATS

TOP ORGANIC POSTS THIS MONTH

INSTAGRAM



CHRISTMAS TREE POST
33 LIKES

FACEBOOK




ROTHWELL PARK FALL FOLIAGE
REACHED 23,749 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 |
| June - 2023 | 76,390 | 3,690 | 281 | 80,361 people |
| July - 2023 | 64,660 | 3,764 | *** | 68,424 people |
| August - 2023 | 98,576 | 12,988 | *** | 111,564 people |
| September - 2023 | 76,705 | 1,885 | *** | 78,590 people |
| October - 2023 | 16,662 | 1,353 | *** | 76,181 people |
| November - 2023 | 16,662 | 1,353 | *** | 96,471 people |

343

*Twitter has recently rebranded to X. We are seeing a decline in engagement in this platform and are going to stop posting on the platform unless we see drastic improvements to the platform as a whole.



Moberly Area Chamber of Commerce
Published by Michelle Greenwell Westhues · September 27 ·


It's officially fall. 🍂🍁🍂🍁

Travel 🚗 to Moberly to spend the day in their Downtown Depot District for the latest fall finds! 🍂

From jewelry 📿, antiques 🏠, makeup 💄, clothing 👗, home 🏠, furnishings 🛋️, gifts 🎁 and more there is something from everyone in the Depot District.


View a list of shops 🗺️ and a map 📍 at moberly.com/depotdistrictshoppingdining

#ThatsMyMO | #showmemoberly



Shop for home goods

Learn more



Vintage finds!

Learn more

See insights and ads

Boost post


👍❤️ 68

2 comments 5 shares

👍 Like


💬 Comment

🔗 Share



Lisa Roderick Allen
Edith Roderick...road trip??

5w · Like · Reply · Hide




Mary Hazer-taylor
Are you coming to Moberly Mo. ? That's just an hour from my place! I'd love to

crime scene unit

FALL SHOPPING AD

| Medium | Date Ad Ran | Reach | Amount Spent |
|--------------------|--------------------|--------|--------------|
| Facebook/Instagram | Sept. 27 - Oct. 14 | 13,655 | \$500.00 |

This was an ad focused on fall shopping in the Moberly Depot District.



Moberly Area Chamber of Commerce
Published by Michelle Greenwell Westhues · October 12 ·


Did you know ? that there is an Amish Community in Clark, just outside of Moberly, Missouri?

This community has baked goods 🍞, woodworking 🪚, produce auctions 🍅🍆🥬, mums, quilts, honey 🍯 and more.

👉 Head out to experience the simpler way of life in Clark.

View a community map 🗺️ at moberly.com/clarkamishcommunity

#ThatsMyMO | #showmemoberly



HAVE YOU VISITED THE CLARK AMISH COMMUNITY?

MOBERLY.COM

VIEW A MAP HERE

Learn more

See insights and ads

Boost post

👍❤️ 553

61 comments 224 shares

AMISH AD

| Medium | Date Ad Ran | Reach | Amount Spent |
|--------------------|------------------|--------|--------------|
| Facebook/Instagram | Oct. 12 - Nov. 1 | 29,248 | \$300.00 |

This ad was promoting the Clark Amish Community. Per our requirements with the Missouri Division of Tourism we are to promote county-wide tourism attractions.

344

2

| MEDIA | 2019 | 2020 | 2021 | 2022 | 2023 |
|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| DIGITAL | \$10,644.12 | \$8,530.54 | \$8,449.00 | \$6,623.69 | \$7,750.00 |
| SHOW ME STRONG DIGITAL | 0 | \$2,989.99 | | | |
| PRINT | \$800.00 | \$1,200.00 | \$2,100.00 | \$3,600.00 | \$2,250.00 |
| 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 | \$1,500.00 |
| TOTAL: | \$12,777.05 | \$23,184.15 | \$12,958.09 | \$17,237.69 | \$10,700.00 |

HALF OF THIS AD SPEND IS REIMBURSED BY THE STATE

**A CHRISTMAS FESTIVAL COMMERICAL &
CHRISTMAS FESTIVAL DIGITAL AD ARE
CURRENTLY IN PROGRESS**



THE MOBERLY AREA CHAMBER OF COMMERCE RECEIVED A \$2,000 SHOP LOCAL GRANT TO PROMOTE SHOPPING LOCALLY DURING THE HOLIDAY SEASON THROUGH MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS. THIS GRANT HAD NO MATCH REQUIRED.

We will be spending \$1,000 on social media ads and \$1,000 on radio ads.



ICE SKATING RINK PROMOTION



- Created the Fennel Facebook page
- Published all Facebook event graphics for all weekends
- Planned and organized commercial photoshoot and proofed commercial
- Wrote ads for the rink and recorded them with KWIX/KRES & KWWR
- Scheduled social media content
- Updated the website on moberly.com



WE HAVE RECEIVED VERY GOOD FEEDBACK ON THE RINK SO FAR. WE POSTED THE INFORMATION ON PRICING AND IT WAS SHARED ON SOCIAL MEDIA 856 TIMES AND WITHOUT US SPENDING A PENNY. THIS TRULY SHOWCASES WHAT OUR RESEARCH HAS BEEN TELLING US, THAT RESIDENTS & VISITORS WANT MORE FAMILY ACTIVITIES IN MOBERLY.

**SCAN TO WATCH
THE COMMERCIAL**





- Sent out holiday activity information to through email blasts
 - Published a blogs with all holiday events
- Planned and scheduled social media content
- Updated moberly.com to reflect new shops, restaurants, attractions and more
- Gathered new photographs of Rothwell Park, and ice skating rink & C&H Pub & Grub

ADDITIONAL ITEMS

Moberly unveils new weekend-only outdoor ice-skating rink for the holiday season

by Ryan Smith | Thu, November 9th 2023, 6:22 PM CST

Officials say it will only be open on weekends. From Friday and Saturday from 5 p.m. to 9 p.m. and on Sundays from 3 p.m. to 7 p.m. (KRCG)

MOBERLY - The city of Moberly is gearing up for the grand opening of its brand-new outdoor ice-skating rink.

The rink is located at the Fennel Event Center.

Officials say it will only be open on weekends. On Friday and Saturday, it will be open from 5 p.m. to 9 p.m. and on Sundays from 3 p.m. to 7 p.m.

Unscripted moments await

Immerse yourself in theatrical design and spontaneous experiences at Renaissance Hotels.

Marriott Bonvoy®

[Book Now](#)

TRENDING

- Attended Community Betterment Board Meeting & Coffee Chat
- Had Tourism Tuesday partner meeting
 - Learned the CCCB is the host of a National Bible Bowl Tournament on Dec. 1 & 2
 - Taught partners how to add their events to community calendars
- Held meeting with MU Students on Tourism Research Project
- Continue working on gathering dates for 2024 & 2025 events from partners
- Ice skating rink was featured on KRCG



PLANNED ACTIVITIES

#19.



- Promoting & finalizing plan for Moberly's Christmas Festival events & activities
- Working on executing Shop Local Grant for the Mark Twain Regional Council of Governments
- Submitted Missouri Division of Tourism Recertification & upcoming ad spends
- Worked on Junk Junktion vendor application & Gus Macker plans for 2024



TOURISM EVENT RECAP

- November 2 - Classic Movie Night at the 4th Street Theatre
- November 11 - Veterans Day Parade Downtown
- November 18 - Tre Twitty & Tayla Lynn at Silver Dollar Event Center in Cairo
- November 18 - Josh McVicar - Comedian & Magician at 4th Street Theatre
- The Punches Family Bluegrass at the 4th Street Theatre



MONTHLY BILLING

| ITEM # DESCRIPTION | JAN | FEB | MARCH | APRIL | MAY | JUNE | JULY | AUGUST | SEPT. | OCT. | NOV. |
|----------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 102.000.521: ADVERTISING | \$1517 | \$1517 | \$1517 | \$1517 | \$1517 | \$1517 | \$1517 | \$1517 | \$1517 | \$1517 | \$1517 |
| 102.000.540: CONTRACT LABOR | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 |
| 102.000.541: ADMINISTRATIVE FEES | \$583 | \$583 | \$583 | \$583 | \$583 | \$583 | \$583 | \$583 | \$583 | \$583 | \$583 |
| TOTAL: | \$7,100 | \$7,100 | \$7,100 | \$7,100 | \$7,100 | \$7,100 | \$7,100 | \$7,100 | \$7,100 | \$7,100 | \$7,100 |