

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
November 21, 2022
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 7, 2022.

Communications, Requests, Informational Items

2. A Request For A Street Light To Be Installed Next To The Alley Adjacent To 213 Brinkerhoff St.

Consent Agenda

3. A Resolution Approving A Maintenance Agreement With Cummins, Inc., For Generator Maintenance.

4. A Resolution Authorizing The Purchase Of An Easement Machine For The Public Utilities Department.

5. A Resolution Authorizing The Submission Of An Application To The Missouri Department Of Economic Development For Grant Funding For Downtown Revitalization.

6. A Resolution Authorizing Submission Of A Traffic Engineering Assistance Program Grant Application For 2023.

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

Ordinances & Resolutions

8. An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of The City Of Moberly For Property Located At 805 And 809 Myra Street And 810 Sturgeon Street.

9. An Ordinance Approving A Cooperative Agreement With Moberly Community Foundation.

10. An Ordinance Approving A Cooperative Agreement Amendment With Moberly Area Community College For Ball Field Rental.

11. An Ordinance Authorizing The City Manager To Execute A Missouri Highways And Transportation Commission Transportation Enhancement Funds Program Agreement For Sidewalks Along Route EE.

12. A Resolution Authorizing The 2022 Christmas Parade Route And Public Consumption Of Alcoholic Beverages.

13. A Resolution Accepting Permanent Sewer Easements For The Route JJ Regional Sewer Project.

14. A Resolution Authorizing The City Manager To Execute An Architect's Agreement With WSKF, Inc.

15. A Resolution Of The City Of Moberly, Missouri, Authorizing An Application For The 2022 Local Law Enforcement Block Grant.

16. A Resolution Of The City Of Moberly, Missouri, Authorizing Application For A Fire Protection Grant.

17. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Anything Else to Come Before the Council

18. Department Head Monthly Reports.

19. Consideration of Final Appointment To The Moberly Crossings Community Improvement District Board.

Adjournment

20. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status of Legal and Negotiated Contract. (Closed Statute 610.021) (1,12)

We invite you to attend the meeting virtually by viewing it live on the City of Moberly's Facebook page. A link to the City's Channel may 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.

November 7, 2022

City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Kimmons and seconded by Lucas to approve the minutes of the October 17, and October 27, 2022, Council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

A request was received from the Moberly Chamber of Commerce to hold the 2022 Christmas Festival on Saturday, December 3, 2022, from 10:00 a.m. to 7:00 p.m. The Chamber requests parking in the 100-500 block of W Reed be reserved for mobile food trucks, trailer and vendors parking from 6:00am to 8:00pm for the downtown Christmas Festival. The festival will feature all-day pop-up vendors markets, horse drawn carriage rides, live reindeer and living windows. The Christmas parade will begin at 3:00 pm, travel from Sturgeon Street to Johnson Street along Reed Street. The Chamber of Commerce requests permission to use the City Hall parking lot, Depot Park parking lot and Homecare parking lot to stage parade entries. The parade is to start at W Reed Street and Sturgeon Street and travel west on Reed Street to Johnson Street where it will disband. Chamber of Commerce Director Megan Schmitt expects 30 to 50 entries in the parade and will have six volunteers to help with the parade. The Moberly Police are requested to lead the parade and provide traffic control along the parade route. The Moberly Chamber of Commerce also 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 band will be used to prevent underage consumption or outside drinks. A resolution authorizing public consumption will follow at the November 21, 2022, City Council meeting. A motion was made by Kimmons and seconded by Kyser to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

A request was received from Nikki Soendker to host the annual Unfinished Pieces 5K on April 1, 2023, to raise funds for autism awareness. The route begins at the Riley Pavilion, turn right onto Rothwell Park Road, staying on the road, looping around the restrooms by the tennis courts and following the trail back to the pavilion. A motion was made by Brubaker and seconded by Kimmons to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Mayor Jeffrey asked to entertain any motions to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Jeffrey asked for a motion for the Consent Agenda to be read. Brubaker made a motion for City Attorney, Randall

Thompson, to read the consent agenda. Lucas seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Resolution R1359: "A RESOLUTION ACCEPTING THE BID OF MARK WILLIS AND AUTHORIZING CONTRACTING FOR AN EAST 24 HIGHWAY SEWER EXTENSION"

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

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING AN AMENDMENT TO A CERTAIN COOPERATIVE PURCHASE AND DEVELOPMENT OPTION AGREEMENT WITH TANNEHILL APARTMENTS LP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT"** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker introduced **"A RESOLUTION AUTHORIZING AND ACCEPTING A FOURTH CHANGE ORDER TO THE ENERGY PERFORMANCE CONTRACT WITH ENERGY SOLUTIONS PROFESSIONALS, LLC"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kimmons introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$1,093,722.83"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Lucas and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Members from the News Media were: Wynona Whitaker, Moberly Monitor Index.

A motion was made by Kyser and seconded by Kimmons to adjourn to a work session followed by a closed session to discuss the status of privileged communication and negotiated contract. (Closed Statute 610.021) (1,12). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

A closed session was held.

Mayor Jeffrey reopened the meeting.

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

Work Session

The following was discussed at the work session:

Discussion Regarding Proposals From Vendors (2) For A 5 Year Generator Maintenance Service Contract And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

A Discussion Regarding The Purchase Of An Easement Machine For Public Utilities From Coe Equipment Inc.

A Request For A Street Light To Be Installed Next To The Alley Adjacent To 213 Brinkerhoff Street.

Draft TAP Grant Agreement Between The City Of Moberly And MoDOT.

An Application For A Re-Zoning Submitted By The City Of Moberly On Behalf Of The Property Owners For The Properties Located At 805 Myra Street, 809 Myra Street, And 810 Sturgeon Street. This Is Currently Zoned B-3 (General Commercial District).

An Application For A Text Amendment Submitted By The City Of Moberly To Add Section 46-XXX (Landscape Plan) Related To Development Applications. To Clarify And Provide Guidance On Submissions Of Plans For Developments Within Moberly, MO.

An Ordinance Approving A Cooperative Agreement With Moberly Community Foundation.

Receipt Of Bids For Demolition Of 1200 E Hwy 24 (Moberly Inn).

An Ordinance Approving A Cooperative Agreement Amendment With Moberly Area Community College For Ball Field Rental.

Review Of An Amphitheater Project Change Order.

A Resolution Authorizing The Submission Of An Application To The Missouri Department Of Economic Development For Grant Funding For Downtown Revitalization.

A Request For Lighting Along W Urbandale From S Williams To The Tracks.

Review Of The City Of Moberly FY23 TEAP Grant Application.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #2.

Department: Community Development

Date: November 21, 2022

Agenda Item: A Request For A Street Light To Be Installed Next To The Alley Adjacent To 213 Brinkerhoff St.

Summary: We received a request to review and area for the possible placement of an additional streetlight near the alley adjacent to 213 Brinkerhoff. I have included a diagram of the location in question below. On the alley adjacent to 213 Brinkerhoff (highlighted in red box), the Northern most streetlight around this block exist at Brinkerhoff & Coates (top green dot) is facing to the North over Coates and is mostly obscured by tree foliage. The Southernmost streetlight around this block exist at Reed & Brinkerhoff (bottom green dot) is facing South over Reed and is significantly lower due to sharp elevation change from the alley in question down to Reed (see contours).

We typically don't like to space pole lights closer than 300', assuming there are no obstructions/topographic issues to impact them. As a result of the foliage, direction of existing lights in question and the elevation fluctuations, the light at this alley crossing is minimal to none.

Staff recommends contacting Ameren to determine if secondary power is available an existing pole on the East side of the alley, near where the Red dot is shown on the diagram below. If secondary power exists on that pole, I recommend an additional street light be placed at that location with an extension arm significant enough to reach out to the NW over the intersection.

Recommended

Action: Approve this request

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

Carla Beal

From: Roy Chapman <paintman61rcl@hotmail.com>
Sent: Tuesday, October 18, 2022 8:56 AM
To: Carla Beal
Subject: Request For Street Light.

I am writing in regard to a phone conversation I just had with you requesting a street light be put in on Brinkerhoff Street. My address is 213 Brinkerhoff and there is a pole across the street from me by the alley. There is a light on each end of the block but the middle of the street is so dark. This alley has so much shady traffic as in people on bicycles with backpacks, people walking with backpacks and more traffic than Morley Street. There is one other neighbor that would like the light as well and I can send her name upon request. If nothing else some sort of solar lighting or something to brighten up the intersection of the alley crossing Brinkerhoff. Thank you for your consideration.

Sincerely, Roy Chapman

Sent from Outlook

City of Moberly City Council Agenda Summary

Agenda Number: #3.

Department: Public Utilities

Date: November 21, 2022

Agenda Item: A Resolution Approving A Maintenance Agreement With Cummins, Inc., For Generator Maintenance.

Summary: This service contract will include routine maintenance of each unit per the manufacturer’s listed operations and maintenance schedules. Cummins Inc. out of Columbia, MO is the vendor historically used and is offering a competitive lower cost for this effort. The vendors considered both provide generator service to the Moberly area. Estimated cost for this effort is \$4,769.07 for the initial year with additional lower costs compared to the competitor for each of the successive years.

Vendor	Annual Full Service Contract Cost	Contract Total 5 Years
Martin Energy Group Services, Inc. PO BOX 729 Tipton, MO 65081 660-458-7000	\$6,683.10	\$36,197.83*
Cummins, Inc. 5221 Hwy 763 North Columbia, MO 65202 573-449-3711	\$4,769.07	\$26,595.35

*Not to Exceed

Recommended

Action: Approve the resolution

Fund Name: Contracted Services

Account Number: 301.114.5406 & 301.113.5406

Available Budget \$: 81,453

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A MAINTENANCE AGREEMENT WITH CUMMINS, INC., FOR GENERATOR MAINTENANCE.

WHEREAS, the Utilities department is desirous of purchasing maintenance agreements for eight (8) generators at various locations throughout the City for a term of five (5) years; and

WHEREAS, the Utilities department received two bids for maintenance with the lowest responsible bid being received from Cummins, Inc., in the amount of \$26,595.35 for maintenance of the generator locations identified on the attached proposal; and

WHEREAS, attached hereto is the Maintenance Agreement from Cummins, Inc.; and

WHEREAS, City staff recommends accepting the bid and authorizing the City Manager to execute the Maintenance Agreement.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts and approves the bid of Cummins, Inc., and authorizes the City Manager to enter into the attached Maintenance Agreement and to take such other action as may be required to accomplish the purpose of this resolution.

RESOLVED this 21st day of November, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



COLUMBIA MO BRANCH
5221 HWY 763 NORTH
COLUMBIA, MO 65202
Phone: 573-449-3711

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF MOBERLY 101 W REED ST Moberly, MO 65270	Contact: Emily Lute Phone: 660 269-9437 Fax: 660 263-4992 Cust Id: 146680	Quote Date: 17-OCT-22 Quote Expires: 17-OCT-23 Quote Num: 179595 Quoted By: Beau Cross Quote Term: 1 Year(s)

Site Information

1	PMA-CITY OF MOBERLY	HURLEY ST	MOBERLY	MO	65270
2	PMA-CITY OF MOBERLY	101 W REED ST	MOBERLY	MO	65270

<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	7 BRIDGES RD	GENERAC 300KW	7782820100	7782820100	2092706	GENSET
1	BUS 63 N LFT ST	CATERPILLAR	D50P3	D50P3	OLY00000TNPR028	GENSET
1	HUNTSVILLE AV	GENERAC	D25/2413-0	D25/2413-0	0789965	GEN SET
1	MCKINSEY ST L	ONAN	DSGAA SPEC M	DSGAA SPEC M	G150855064	ST
1	NE LIFT STATION	ONAN 125KW	DGDK-5627591	DGDK	G030523652	SPEC B
1	ROLLINS ST LS	KOHLER 250KW	250R0ZD71	250ROZD71	372320	SPEC PA-132439-7
1	WASTEWATER P	ONAN 800KW	DQCC-636609 SF	DQCC-6366109 SPEC	B080160760	GENSET
2	DARWOOD CIRC	ONAN	DGHDB SPEC B	DGHDB SPEC B	G150855067	ST

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	7 BRIDGES RD	STANDARD PM FULL SERVICE	5	722.07	3,610.35
1	BUS 63 N LFT ST	STANDARD PM FULL SERVICE	5	489.67	2,448.35
1	HUNTSVILLE AVE	STANDARD PM FULL SERVICE	5	452.36	2,261.80
1	MCKINSEY ST LS	STANDARD PM FULL SERVICE	5	549.28	2,746.40
1	NE LIFT STATION	STANDARD PM FULL SERVICE	5	581.42	2,907.10
1	ROLLINS ST LS	STANDARD PM FULL SERVICE	5	644.14	3,220.70
1	WASTEWATER PLT	STANDARD PM FULL SERVICE	5	1,363.60	6,818.00
2	DARWOOD CIRCLE	STANDARD PM FULL SERVICE	5	516.53	2,582.65

Generator Planned Equipment Maintenance Quote

Service/Scheduled Month -

Based on previous PM schedule, services are tentatively scheduled for:

Full Service January 2023-2027 for all 8 units.

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:
 Beau Cross 816-986-8139 beau.cross@cummins.com

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. PRICING. To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor 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, sexual orientation, gender identity 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, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022



PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF MOBERLY 101 W REED ST Moberly, MO 65270	Contact: Emily Lute Phone: 660 269-9437 Fax: 660 263-4992 Cust Id: 146680	Quote Date: 17-OCT-22 Quote Expires: 17-OCT-23 Quote Num: 179595 Quoted By: Beau Cross Quote Term: 1 Year(s)

Payment Info

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO# _____

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:

P.O. Box 772639

Detroit, MI 48277-2639

For any questions regarding your account or additional sales opportunities:
Andy Sizemore 816-518-3659 andy.sizemore@cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

Standard Agreement Amount	\$26,595.35
Proposal Total	\$26,595.35

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval _____

CUMMINS INC _____

Signature: _____

Signature: _____

Date: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY.** THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. **PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor 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, sexual orientation, gender identity 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, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022

Quote



Martin Energy Group Services, LLC
 PO BOX 729
 Tipton, MO 65081
 660-458-7000

Order Number: 0165312
Order Date: 10/26/2021

Salesperson: Nelson Coblenz
Customer Number: CASMO01

Sold To:
 Cash Customer - MO
 City Of Moberly
 Need Customer Billing Address

Ship To:
 City Of Moberly
 W.W. Plant & Pump Stations
 Moberly, MO 65270

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms
Moberly WW	MEGS TRUCK		Net 30 Days

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; 7 Bridges RD Generac 300 KW	EA	1.00	0.00	0.00	618.0000	618.00
/MO PARTS Oil, Fuel & Oil filter Change; 7 Bridges RD Generac 300 KW	EA	1.00	0.00	0.00	780.0000	780.00
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; Bus 63 N Lift ST Cat 50 KW	EA	1.00	0.00	0.00	618.0000	401.70
/MO PARTS Oil, Fuel & Oil filter Change; Bus 63 N Lift ST Cat 50 KW	EA	1.00	0.00	0.00	190.0000	190.00
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; Darwood Circle Cummins 60 KW	EA	1.00	0.00	0.00	618.0000	401.70
/MO PARTS Oil, Fuel & Oil Filter Change; Darwood Circle Cummins 60 KW	EA	1.00	0.00	0.00	180.0000	180.00
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; Huntsville AVE. Generac 15 KW	EA	1.00	0.00	0.00	618.0000	370.80
/MO PARTS Oil & Filter Change; Huntsville AVE. Generac 15 KW	EA	1.00	0.00	0.00	60.0000	60.00
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; McKinsey St. LS. Cummins 100 KW	EA	1.00	0.00	0.00	618.0000	401.70
/MO PARTS Oil, Fuel & Oil Filter Change; McKinsey St. LS. Cummins 100 KW	EA	1.00	0.00	0.00	226.0000	226.00

Continued

Quote



Martin Energy Group Services, LLC
 PO BOX 729
 Tipton, MO 65081
 660-458-7000

Order Number: 0165312
Order Date: 10/26/2021

Salesperson: Nelson Coblenz
Customer Number: CASMO01

Sold To:
 Cash Customer - MO
 City Of Moberly
 Need Customer Billing Address

Ship To:
 City Of Moberly
 W.W. Plant & Pump Stations
 Moberly, MO 65270

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms
Moberly WW	MEGS TRUCK		Net 30 Days

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; NE Lift Station Cummins 125 KW	EA	1.00	0.00	0.00	618.0000	401.70
/MO PARTS Oil, Fuel & Oil Filter Change; NE Lift Station Cummins 125 KW	EA	1.00	0.00	0.00	264.0000	264.00
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; Rollings ST LS Kohler 250 KW	EA	1.00	0.00	0.00	618.0000	463.50
/MO PARTS Oil, Fuel & Oil Filter Change; Rollings ST LS Kohler 250 KW	EA	1.00	0.00	0.00	342.0000	342.00
/MPMAZ4 PrevMaintAgree, 1Gen, Plan A; Wastewater Plant Cummins 800 KW	EA	1.00	0.00	0.00	618.0000	618.00
/MO PARTS Oil, Fuel & Oil Filter Change; Wastewater Plant Cummins 800 KW	EA	1.00	0.00	0.00	964.0000	964.00
/MLABOR Labor Hourly Rate	HR	0.00	0.00	0.00	80.0000	0.00

All additional repairs approved by customer would be time + material
 Discounted Prices on PM service is only valid for order of 2 or more PM services
 10/17/22 Updated pricing for 2022, Quote is good for 3 Months
Preventive Maintenance Service can be Extended 4 Years With Price increase not to Exceed 4% Per Year

Please Remit PAYMENTS To:
Martin Energy Group Services, LLC
PO BOX 729
Tipton, MO 65081

Net Order:	6,683.10
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	6,683.10

Sale in accordance with Martin Energy Group Services, LLC Conditions of Sale.
 1.5% per month Finance Charges may apply on overdue invoices.

City of Moberly City Council Agenda Summary

Agenda Number: #4.
Department: Public Utilities
Date: November 21, 2022

Agenda Item: A Resolution Authorizing The Purchase Of An Easement Machine For The Public Utilities Department.

Summary: Public Utilities maintains sewer collection lines throughout the Moberly. Access to these lines can be problematic, with some line and manhole locations out of reach of the existing truck-mounted jet rodding system. This self-propelled easement machine allows for access to the remaining locations that the vactor truck cannot reach. This system will be used frequently within the sewer collection system to clear blockages, to clean collection system segments for evaluation necessary for rehabilitation or replacement, and to answer questions related to sewer backups, sanitary sewer overflows and to allow assessment of system condition. This purchase is being made utilizing Sourcewell, an organization that allows members to utilize discounts similar to “state bid.” The discount obtained through this group is \$6,253.70. Purchase price for this Vactor Ace Easement Machine will be \$77,137.55 after discount, and is included in lieu of a replacement dump truck and vactor (\$140,000) scheduled for ordering in the current year and initial payments for each to follow in FY 24 CIP budget.

Recommended

Action: Approve the resolution

Fund Name: Capital Improvement Plan, Distribution & Collection

Account Number: 301.112.5502

Available Budget \$: 220,000.00

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF AN EASEMENT MACHINE FOR THE PUBLIC UTILITIES DEPARTMENT.

WHEREAS, the Public Utilities department desires to purchase a self-propelled easement machine to access sewer lines and manholes which the vactor truck cannot reach; and

WHEREAS, staff sought a bid through Sourcewell, a member cooperative purchasing group; and

WHEREAS, a bid was received from Coe Equipment, Inc., in the amount of \$77,137.55 (after a \$6,253.70 cooperative purchasing discount) for a Vactor Ace Easement Machine; and

WHEREAS, City staff recommends acceptance of the attached bid and the purchase of the machine.

NOW, THEREFORE, the Moberly, Missouri, City Council accepts the bid of Coe Equipment, Inc., and authorizes the City Manager or his designee to purchase the easement machine for the sum of \$77,137.55 and to take such other and further action necessary to carry out the purposes of this resolution.

RESOLVED this 21st day of November, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 ▪ P. 217.498.7200 ▪ F. 217.498.7205 ▪ www.coe-equipment.com

Serving Illinois & Missouri Since 1986 ▪ All Sewer Cleaning & Vacuum Excavation Equipment

Coe Equipment, Inc. is pleased to submit a quotation for the equipment listed below.

New Vactor Ace Easement Machine



City of Moberly
101 W Reed St
Moberly, MO 65270

Contents

About Coe Equipment (Background, years in business and business team) 3
Location and Contacts 3
Item Description:..... 4
Total Delivered Price..... 5

About Coe Equipment (Background, years in business and business team)

Coe Equipment Incorporated is a distributor of sewer cleaning and municipal equipment to cities and contractors throughout Illinois and Missouri. Our team includes over 115 years of combined experience, and over \$500,000 in parts availability. In addition to selling new and used equipment, we also repair all makes and models of sewer cleaning and vacuum equipment. Coe Equipment has been the Vactor Manufacturing, Inc. local manufacturer's representative for over 36 years, since 1986. Coe Equipment has four field technicians and three mechanics certified to work on Vactor equipment. Our warranty and service facility is located in Rochester, IL.

Vactor Manufacturing is the leading manufacturing of sewer cleaners and catch basin cleaners, jetters, industrial vacuum loaders and vacuum excavation equipment featuring innovative technology and custom-configurable designs. Originally founded in Chicago in 1911 as the Myers-Sherman Company, Vactor has been creating and perfecting sewer cleaning equipment for over 100 years. Vactor is located on 20 acres with 245,000 square feet of manufacturing space under one roof in Streator, Illinois and is ISO 9001:2008 and ISO 14001:2004 certified.

Location and Contacts

Coe Equipment, Inc. is headquartered in Rochester, IL. Primary contact information for Coe Equipment is provided below:

Coe Equipment, Inc.
5953 Cherry Street
Rochester, IL 62563
Contact: Matt Freeze, Territory Field Representative
Phone: 217-899-7300
Fax: 217-498-7205
Email: matt@coe-equipment.com
Office hours: 7:30 AM – 6:00 PM, Monday - Friday
After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

Item Description:

Vactor Ace Easement Machine manufactured by Vactor Manufacturing as per attached component list, including

2022 Vactor Ace Easement

- 9" Wide High Flotation Rubber Track Propel System with Independent Drive
- Pendant Adjustable Tracks 34.5"-46.5"
- 2 Speed Operation 1.4 MPH Low; 2.8 MPH High
- Electric Speed Controls
- Electric Pendant Control for Propel Functions
- 20.8 HP Honda Gas Engine, with Hour Meter
- Mechanical footage counter
- 4 Gal Hydraulic Reservoir With Premium Filtration
- High Performance Hydraulic Oil Cooler
- Hydraulic Pressure Gauge
- LED Lighting on Each Side of the Machine.
- Low Profile Design with Fixed Reel
- Direct Drive Hydraulically Powered Hose Reel with Manual Pivot Left and Right
- 600' Capacity Pivot Hose Reel, 500' x 1" Sewer Hose Rated at 2500PSI, 10' x 3/4" Leader Hose, Hydraulic Speed Control Valve
- Gated Manual Level Wind Guide
- Hydraulic Release Park Lock
- Reel Based Out Riggers with Manual Adjustments
- Standard Powder Coating
- White Paint, Shrouds and Black Reel
- Water Selector Valve for Water "On / Off"
- Pressure Relief Disk
- Manual
- 1 Year Vactor Warranty

Total Price

New Factory Price:	\$83,391.25
Sourcewell Member Discount, ID#94169:	-\$6,253.70
**Total:	\$77,137.55

Price includes delivery and on-site operator training.
 Tax, Title and license are in addition to the unit price.
Price valid for 30 days.
 Payment Terms: NET

*Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. All prices quoted are in US Dollars unless otherwise noted.

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the Company and the customer or one of its officers.

 Customer

Coe Equipment, Inc.
 Company

 Customer Representative

Matt Freeze
 Company Representative:

 Date

August 30th, 2022
 Date

City of Moberly City Council Agenda Summary

Agenda Number: #5.

Department: City Manager

Date: November 21, 2022

Agenda Item: A Resolution Authorizing The Submission Of An Application To The Missouri Department Of Economic Development For Grant Funding For Downtown Revitalization.

Summary: In 2016, The city of Moberly sent out an RFP for the redevelopment of the Kelly Hotel. In 2016, the city quit using the facility as the Parks and Rec Dept and relocated. It has been totally vacant ever since. In 2017 and 2018, the city implemented tourism strategies for Moberly and developed a downtown strategic plan. Both reports pointed to the need for more hotel space and a development of the Municipal Auditorium with tourism focus to help drive usage of a city facility. The Kelly Hotel could be redeveloped into hotel space to help attract tourism through commercial and recreational use of the auditorium and hotel rooms in an old adjacent building that could be demolished if a plan wasn't developed.

During our first due diligence period in 2019-2020, the pandemic hit. Investors stepped back, agreements were extended and MD could not pull off project. After that, USDA loan guarantee program was put on hold, investment in hotels dried up and the USDA loan guarantee program we were going to use was paused due to COVID. The commodities prices went up drastically as well. This situation might make the city eligible for COVID Grant Funds for Local Tourism.

In 2022, the city found another opportunity with a development company. They specialize in boutique and flagged properties and were willing to develop the Kelly Hotel and or the new hotel next door hotel project. They will work with a boutique flag to build out the Kelly Hotel and a new hotel next door.

The hotel project would have been completed and downtown Moberly would be benefiting if it wasn't for COVID. The hotel business got turned upside-down and the prices for materials shot up. This grant will make the hotel and auditorium project a reality, and deliver up to 55 rooms to Moberly's tourism and downtown assets if the resolution is approved and grant funds are awarded.

Recommended Action: Approve this resolution.

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT FOR GRANT FUNDING FOR DOWNTOWN REVITALIZATION.

WHEREAS, a proposed strategy to facilitate development of a downtown hotel involves seeking grant assistance through the State of Missouri; and

WHEREAS, City staff has identified potential grant funds through the Missouri Department of Economic Development for this purpose; and

WHEREAS, City staff seeks authority to make application for up to One Million Five Hundred Thousand Dollars (\$1,500,000.00) in grant funds which grant will require a 50/50 match by the City.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager or his designee to make an application to the Missouri Department of Economic Development for grant funding as describe herein and further authorizes the City Manager to take such other and further actions necessary to carry out the purposes of this resolution.

RESOLVED this 21st day of November, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: #6.
 Department: Community Development
 Date: November 21, 2022

Agenda Item: A Resolution Authorizing Submission Of A Traffic Engineering Assistance Program Grant Application For 2023.

Summary: The engineering study will evaluate the following safety and layouts of the future extensions and intersections of McKeown, Fowler, and Robertson Roads. Specific portions of the study include:
 - Evaluate the safest and best geometry for the intersections of Fowler/Robertson, Fowler/Buchanan, McKeown/Robertson and McKeown/Buchanan. The study will include evaluation of the turning radius, turning lanes and signal justification.
 - The rail spur adjacent to the intersection of Fowler/Robertson will be crossed by an extension of Robertson Road. The new rail crossing will be evaluated for safety and the need for relocating the rail spur or the intersection.
 - Recommended alignment and lane widths of the future extension.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	<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__ Brubaker	<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__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING SUBMISSION OF A TRAFFIC ENGINEERING ASSISTANCE PROGRAM GRANT APPLICATION FOR 2023.

WHEREAS, City staff seeks authorization to submit a Traffic Engineering Assistance Program (“TEAP”) Grant Application (attached) to the Missouri Department of Transportation for 2023; and

WHEREAS, grant funds would be used for a Moberly Industrial Park Roadway and Intersection Extension Study; and

WHEREAS, the grant program provides for 80% reimbursement of project costs up to \$12,000.00 and the estimated costs of this project is \$14,930.00.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager or his designee to submit the TEAP grant application described herein and to take such other and further actions as may be necessary to carry out the purpose of this resolution.

RESOLVED this 21st day of November, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



**TRAFFIC ENGINEERING ASSISTANCE PROGRAM (TEAP)
PROGRAM APPLICATION
(Program information available in EPG 136.3.8.5)**

Project # _____ (to be assigned by MoDOT)

Application Date: 09/23/22

A. LOCAL PUBLIC AGENCY (LPA) INFORMATION

Sponsor Name: City of Moberly, MO
Contact Person: Tom Sanders
Title: Director of Public Works
Address: 101 West Reed Street City: Moberly State: MO Zip: 65270
Phone: (660) 269-8705 Fax: _____ Email: tsanders@cityofmoberly.com

Co-Sponsor Name: N/A
Contact Person: _____
Title: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ Email: _____

B. BASIC PROJECT INFORMATION

Project Title: Moberly Industrial Park Roadway and Intersection Extension Study
MoDOT District: Northeast County: Randolph
Metropolitan Planning Organization (if applicable): N/A
If selected, what year would study recommendations be implemented by the LPA? 2023

C. PROJECT LOCATION INFORMATION

1. Where is the project located? Attach a map no larger than 8 ½ inches by 11 inches.

The project is off-system, and located in Moberly, Missouri within the Industrial Park. It generally located west of Business 63, north of Fowler Road, and east of Buchanan Street. the downtown area. The project includes extensions of McKeown, Fowler, and Robertson Roads.

2. Please check the appropriate box for each question.

- Is the project a component or an extension of a previous or future transportation federal aid project? Yes No
 If so, give the project number: _____
 If so, explain relationship:
- Does the project sponsor own the right of way? Yes No
- Does any part of the project study limits fall on MoDOT right of way? Yes No
- If yes, does the project sponsor have approval from appropriate MoDOT District Traffic Engineer (no duplication of services)? Yes No

D. PROJECT DESCRIPTION

Please provide a concise overview of the project by answering questions and providing data in the following sub-sections. Drawings no larger than 8 1/2 inches by 11 inches may be attached to the back of this application.

1. Project Activities and Tasks

Check all that apply. A project may overlap categories.

- Corridor Safety and/or Operational Analysis
- Intersection Safety and/or Operational Analysis
- Speed Limit Review
- Pedestrian Safety and/or Operational Analysis
- Bicycle Safety and/or Operational Analysis
- Inventories (sign, sidewalk, bicycle facilities, etc.)
- Parking Analysis
- Other, explain
- ADA Transition Plan (*ADA Transition Plan work may utilize Trails & Sidewalk or TEAP category from MoDOT LPA Consultant On-Call List*)

2. Project Overview

Define what problem or need the project will address and provide a brief summary of the project.

Define the problem or need:

The industrial park continues to grow at a fast rate with interest from many future tenants. The city does not currently have a plan to address the future expansion of the transportation network. There is also a single useful point of ingress/egress along Hwy 24 and Business 63 for many of the existing manufacturers in and around the park. To appropriately plan for future growth in manufacturing facilities, the city will use the information generated by this report to appropriately plan for the congestion from the increased truck and employee traffic. The study is needed to

determine the optimum lane configuration, intersection layout, additional points of ingress/egress, and signal needs study along the three road corridors.

Project summary and how the problem will be addressed:

The engineering study will evaluate the following safety and layouts of the future extensions and intersections of McKeown, Fowler, and Robertson Roads. Specific portions of the study include:

- Evaluate the safest and best geometry for the intersections of Fowler/Robertson, Fowler/Buchanan, McKeown/Robertson and McKeown/Buchanan. The study will include evaluation of the turning radius, turning lanes and signal justification.
- The rail spur adjacent to the intersection of Fowler/Robertson will be crossed by an extension of Robertson Road. The new rail crossing will be evaluated for safety and the need for relocating the rail spur or the intersection.
- Recommended alignment and lane widths of the future extension.
- Establish additional points of egress.
- Develop cost estimate for the improvements

3. Project Details

Provide a brief description to each category listed below as to how it applies to the project.

"Engineering Resources" - Refers to the LPA's own staffed traffic engineering resources.

The City of Moberly does not have an engineering staff, or anyone dedicated to traffic problems.

"Safety" - Refers to the degree to which traffic safety is addressed via the project.

The study will improve safety by providing a planning guide for the city as truck and employee traffic increases with the build-out of the industrial park. The evaluation of the rail/roadway crossing will also provide a planning resource when Robertson Road is extended north.

"Congestion" - Refers to the degree to which traffic congestion is addressed via the project. *(Not applicable for ADA Transition Plans)*

The study will evaluate the need for signal improvements, roadway width and turning lanes as increased truck traffic utilizes the roadways within the industrial park.

"Innovation" - Refers to countermeasures being considered (roundabouts, flashing yellow arrow, j-turns, prismatic sheeting, etc.).

This study will allow the City of Moberly to draw on the experience and expertise of professional traffic engineers to use cutting edge traffic modelling and intersection impact studies to predict the future traffic in the industrial park.

"Implementation" - Refers to the feasibility of the LPA following through with changes as a result of the project.

The improvements that will be recommended by this study will be used by the City to show future tenants the impact and associated cost they will have on the industrial park's transportation network. That will be used to assess impact fees as development occurs.

"Value" - Refers to the overall gain the project could offer compared to the total cost.

The investment in this study will provide the city the data necessary to appropriately plan for the future growth of the industrial park. Without this information, the city will be guessing on the roadway layout, geometry and intersection planning necessary for growth of the industrial park.

E. GENERAL COST ESTIMATE

List the cost of the project components in the table provided below. Federal funds can reimburse 80 percent (up to \$12,000 per project) of the total project cost. Non-federal matching funds (at least 20%) may come from the LPA's resources or from a third-party donation to the LPA for cash, materials or labor.

Example #1:

Total Project Cost: \$20,000

Federal Funds: $\$20,000 \times .80 = \$16,000$ BUT the max is \$12,000

LPA: $\$20,000 \times .20 = \$4,000$ (Plus the overage of \$4,000 of the federal share) = \$8,000

Example #2:

Total Project Cost: \$5,000

Federal Funds: $\$5,000 \times .80 = \$4,000$

LPA: $\$5,000 \times .20 = \$1,000$

See Exhibit B for Detail

TASKS (surveying, traffic counts, conceptual report, final report, etc.)	TASK TOTAL	FEDERAL SHARE REQUEST (80% of project total, up to \$8,000 per project)	NON-FEDERAL MATCH (Project total – 80% of project total, at least 20%)
1. Data Collection	\$2,280		
2. Traffic Study	\$1,944		
3. Conceptual Design	\$5,914		
4. Report	\$4,848		
PROJECT TOTAL	\$14,930	\$11,944	\$2,986

F. PUBLIC INVOLVEMENT AND PARTNERSHIPS

Describe the public involvement outreach activities the LPA has completed, or intends to complete, in order to gain support for this project. Also describe any partnerships that will be developed as a part of this project. Describe any anticipated opposition to the project and how that opposition will be addressed.

Outreach:

The City of Moberly has been actively courting manufacturers to the industrial park since its inception. In that time, there have been numerous public hearings and council discussions on the growth of the park. Recently, there have been three large industries locate in the park – Swift Foods, Lakeview Biodiesel and MFA Oil. Plans for the expansion of the industrial park have been overwhelmingly positive, and the city is receiving inquiries about the sites on a weekly basis.

Partnerships:

The City has worked closely with the Moberly Area Economic Development Corporation in the development of the park.

Opposition:

There has been no opposition to the further development of the industrial park roadway system.

G. PAST EXPERIENCE

Briefly describe the LPA’s past experience with the implementation of similar projects. Include the experience level of the consultant, engineer, etc., if applicable.

In the past 5 years, the city has successfully worked with MoDOT on one TEAP, two TAP projects and one STP project. In addition, the city is currently in the process of beginning the design of their second Cost Share project. Each of these projects were completed on time in accordance with Program Guidelines.

H. PERSON IN RESPONSIBLE CHARGE

23 CFR 635.105 states a Local Public Agency must provide a full time employee to be in “responsible charge” of a project receiving federal funds. The person in "responsible charge" of LPA administered projects need not be an engineer. This requirement applies even when consultants are providing construction engineering services.

The person designated as being in "responsible charge" is expected to be a public employee who is accountable for a project. This person should be expected to be able to perform the following duties and functions:

- Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintains familiarity of day to day project operations, including project safety issues;
- Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

- Visits and reviews the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and
- Directs project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation.
- Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

If your application is successfully awarded funding, designation of a person in responsible charge will be required prior to commencement of the TEAP project.

Sponsor signature

09/23/22

Date

Drawing Name: C:\Users\ak01272\OneDrive - Bartlett & West, Inc\Desktop\Temp\2022 Moberly TESP Exhibit.dwg Layout Name: EX 01 Plotted By: AK01272 Plotted on: 9/15/2022 5:29:42 AM
Last save on: 9/15/2022 9:16 AM by: AK01272

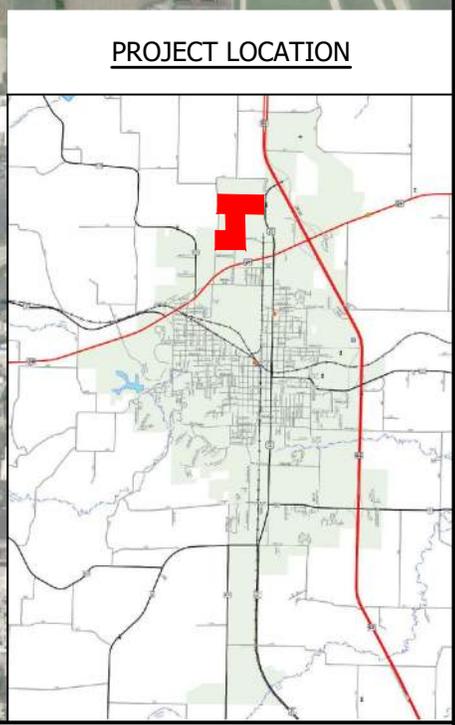
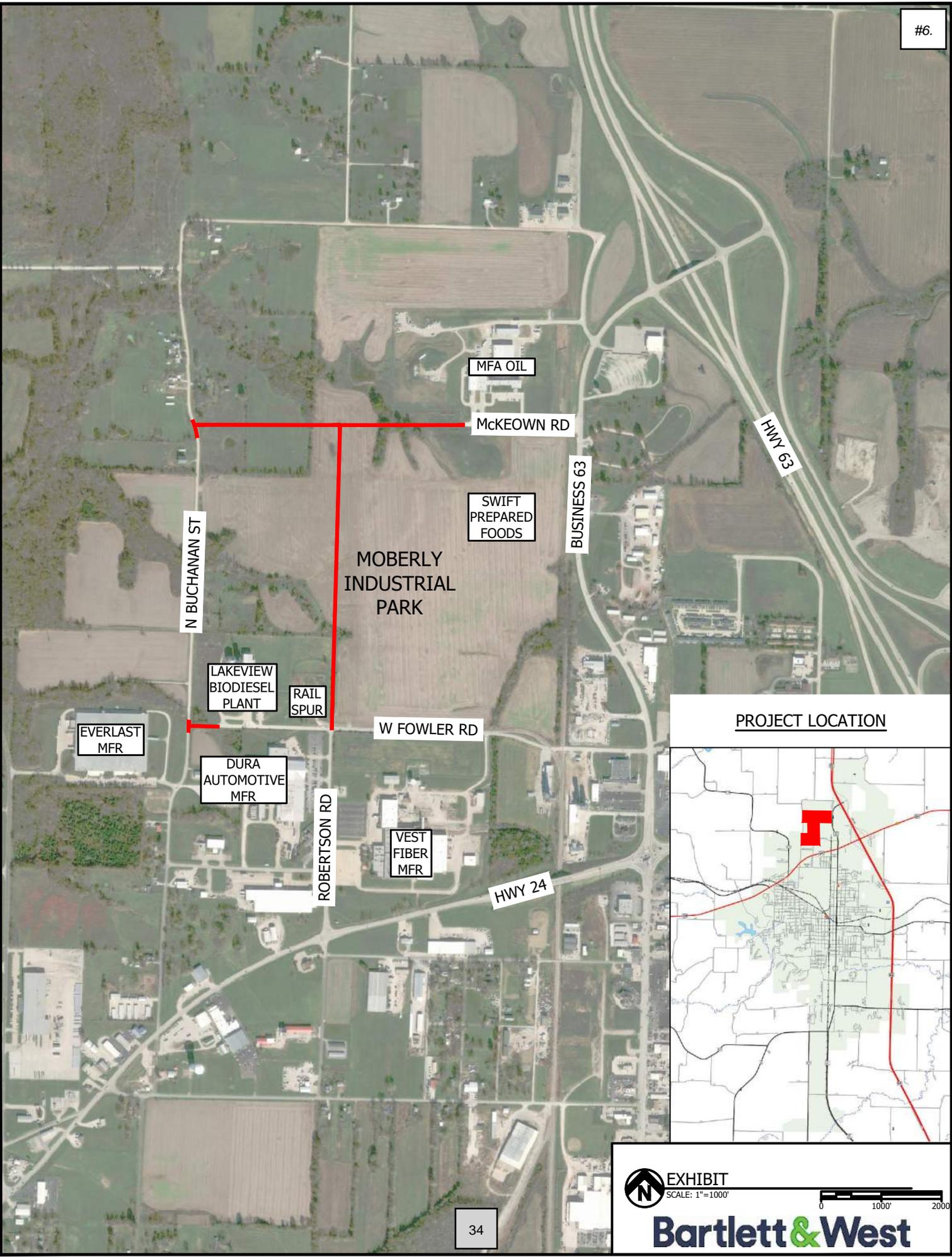


EXHIBIT
SCALE: 1"=1000'

Bartlett & West

**Scope and Fee Estimate
Moberly Industrial Park TEAP Study
City of Moberly, MO**

Project Tasks		PM/ Eng. IV	Eng. IV	Other Direct Costs		Labor fee	Task Total (Expense + Labor)
		\$172.00	\$157.00	Item	Expense Cost		
Task 1	TEAP Study						
	1.1 Data Collection						\$2,228.00
	Obtain traffic crash and volume data from the city	1	4			\$800.00	
	Inventory existing future intersection and adjacent roadway lane configurations	1	8			\$1,428.00	
	1.2 Traffic Study						\$1,944.00
	Develop future traffic data	4	8			\$1,944.00	
	1.3 Conceptual Design						\$5,914.00
	Develop basic geometry and typical sections for study roadways and intersections.	1	8	Prints	\$10.00	\$1,428.00	
	Create plan view layout for study roadways and intersections	2	12	Prints	\$20.00	\$2,228.00	
	Produce construction cost estimate for recommended design	2	12			\$2,228.00	
	1.4 TEAP Report						\$4,848.00
	Compile traffic study and concept design information and produce final report	1	8	Prints	\$50.00	\$1,428.00	
	Creation of exhibits for report	4	8	Prints	\$50.00	\$1,944.00	
	Internal peer review and quality reviews	4				\$688.00	
	Project administration	4				\$688.00	
Totals	Totals	24	68		\$130.00	\$14,804.00	\$14,930.00

City of Moberly City Council Agenda Summary

Agenda Number: #7.

Department: Parks

Date: November 21, 2022

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

Summary: In past months, we reached out to L&J Development about some additional needs as they are the contracted entity for the amphitheater. They are a trusted local contractor and use a trusted local electrical subcontractor who is already going to be doing similar work on site. It is far more efficient to have them tackle these additional needs so we are not battling conflicting and overlapping contractor schedules causing unnecessary delays. In some cases such as the electrical, the work can be done at the same time as the amphitheater electrical. The needs, as shown in the attached change order totaling (97,153.65), include:

- Coordinated electrical. The further we dug into electrical in the area, the more we unraveled decades of layers that were not up to code. The change order will result in the Lodge, Riley Pavilion, Amphitheater, and Solar Pavilion all being tied into the same transformer, meter, and 800 amp cabinet west of the Riley Pavilion.
- Lighting and receptacles within the solar pavilion as well as exterior lighting on the solar pavilion and north side of the Riley Pavilion.
- Running new electrical service to the Riley Pavilion from the west instead of the overhead lines from the east, eliminating unnecessary overhead lines (and meter) that will detract from the amphitheater.
- Dirt and rock work for the parking lot which will later be paved utilizing City bids. The parking lot will have to be completed after completion of the amphitheater and after demolition of the sale barn.

Recommended

Action: Approve the Resolution.

Fund Name: Parks – Capital Improvement

Account Number: 115.041.5502

Available Budget \$: \$185,132.04

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

BILL NO. _____

RESOLUTION NO. _____

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

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

WHEREAS, a proposed Change Order (attached hereto) has been submitted by L&J to make additional improvements in the area of the Amphitheatre to make electrical updates to the Riley Pavilion, the Lodge and the Solar Pavilion and dirt and rock work for the parking lot in the amount of \$97,153.65; and

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

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

RESOLVED this 21st day of November, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



PO Box 715
Moberly, MO 65270

Change Order

#7.

Order#: 1

Order Date: 11/01/2022

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

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

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

Plans Attached

Ordered By: 1 Jeffrey Lawrence

Customer Order:

Specifications Attached

Description of Work	Amount
Change Order #1 This Change Order is for the Parking Lot Prep and Extra Electrical work as described below.	
Parking Lot Prep This is for the removal of 10" of soils and rock and then the grading and compacting of 1" rock under the area that will be paved for additional parking and drive lanes in front of the Riley Pavilion, the Ampitheater and the Solar Pavilion. This covers approximately 17,180 SF of Space and we have figured for 500 Tons of rock. If we get into unsuitable soils under the old Livestock Barn we will have to address that at the time	
Grading - Labor, Machinery and Equipment This covers the cost of Operator's Labor and Equipment to grade out the Parking Area to the required depth and backfill with clean rock and compact.	21,417.00
Backfill with Rock This covers 500 Tons of 1" rock to be hauled to the site to be placed and compacted by L&J Development. Rock supplied by M&M Trucking.	13,975.50
Electrical Work as quoted by NEMO Electric The following items were priced by Chris Long of NEMO Electric per direction from Parks and Recreation.	
Solar Pavilion - Additional Work Additional Work for the Solar Pavilion: 1. Add 20 VHB-24-W-UNV-L840-CD-U Light Fixtures operated by a breaker 2. Add for Dimming of all Fixtures 3. Add Receptacles, 2 Circuits with 2 GFCI per column 4. Add 4 Light Fixtures on the South Side Dimmable	22,935.00
Negative changes will lower the overall contract price requiring no additional payment by owner.	
Requested Amount of Change	97,153.65
The original Contract Sum was	394,134.44
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	394,134.44
The Contract Sum will be changed by this Change Order	97,153.65
The new Contract Sum including this Change Order will be	491,288.09
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

Change Order

Order: 1

Continued...

Date: 11/03/2022

Description of Work	Amount
5. Add 4 Light Fixtures on the North Side NON Dimmable	
Riley Pavilion - Additional Work	21,697.50
Additional work for the Riley Pavilion:	
1. Add 4 Light Fixtures to the North Side Dimmable	
2. Connect existing 200 Amp Panel in Pavilion to the New 800 Amp Panel at New Transformer. Includes Labor and Materials including all PVC Conduit, EMT Conduit and Wire	
Work Associated with New Transformer Installation	14,025.00
The following work is for the Relocating the Ameren transformer that is behind the Riley Pavilion.	
Install New Conduit and wire from the Transformer to the CT Cabinet	
Stub out Conduit for Solar Pavilion, Riley Pavilion, Amphitheater and one Spare.	
New Concrete Pad for the CT Cabinet and 800 Amp Panel	
Remove wiring to the Lodge and Lodge panels and re-install with a separate ground	
Rework the Lodge CT Cabinet to be able to use without CT's.	
Add for Additional Payment and Performance Bond	3,103.65
Additional Bonding Cost for this Change Order	

Notes

City of Moberly City Council Agenda Summary

Agenda Number: _____ #8.

Department: Comm. Dev.

Date: November 21, 2022

Agenda Item: An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of The City Of Moberly For Property Located At 805 And 809 Myra Street And 810 Sturgeon Street.

Summary: The proposed site is located at 805 & 809 Myra St, and 810 Sturgeon St; and currently is zoned B-3 (General Commercial District). The property was historically R-2 (one and two family residential). A previous owner in the area had this property and others surrounding it to be re-zoned to B-3 for future development that has never occurred. In reaching out to that property owner, they agreed to be in support of this re-zoning back to R-2 (one and two family residential). This application for Re-zoning, completes a plan of rezoning the adjacent properties to agree with surrounding lots. Property owners have not objected to clearing up the zoning plan for this area as one is currently used as residential and the other two are vacant currently.
The Planning & Zoning Commission recommended approval for the request of the rezoning.

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF THE CITY OF MOBERLY FOR PROPERTY LOCATED AT 805 AND 809 MYRA STREET AND 810 STURGEON STREET.

WHEREAS, On October 1, 2022, staff for the City of Moberly submitted a Rezoning Application to the Zoning Administrator to rezone property located at 805 and 809 Myra Street and 810 Sturgeon Street from B-3 (General Commercial District) to R-2 (One and Two Family Residential District); and

WHEREAS, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on October 31, 2022, at which time the Commission recommended approval of the rezoning request after having considered all standards listed in the zoning regulations, and all other conditions listed for that use in other sections of the regulations. The Commission found that the proposed use did provide safeguards to assure its compatibility with the surrounding area.

WHEREAS, the Commission recommended approval of the Application.

WHEREAS, the City Council has considered the rezoning application and the findings, conclusions and conditions of the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the rezoning application for property located at 805 and 809 Myra Street and 810 Sturgeon Street.

PASSED AND ADOPTED this 21st day of November, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: Agenda item 2, Re-zoning Application for 805 & 809 Myra Street, 810 Sturgeon St

Meeting: October 31, 2022

Public Hearing to consider:

Notice of a public hearing for a re-zoning submitted by City of Moberly for the properties located at 805 & 809 Myra St. and 810 Sturgeon St. This location is currently zoned B-3 (General Commercial District).

Comments:

The proposed site is located at 805 & 809 Myra St, and 810 Sturgeon St; and currently is zoned B-3 (General Commercial District). The property was historically R-2 (one and two family residential). A previous owner in the area had this property and others surrounding it to be re-zoned to B-3 for future development that has never occurred. In reaching out to that property owner, they agreed to be in support of this re-zoning back to R-2 (one and two family residential). This application for Re-zoning, completes a plan of rezoning the adjacent properties to agree with surrounding lots. Property owners have not objected to clearing up the zoning plan for this area as one is currently used as residential and the other two are vacant currently.

City staff:

The re-zoning of the property presented to the Planning and Zoning Commission and the surrounding properties agree with the future land use map and can meet the demands of the zoning code adopted by the City of Moberly. The City of Moberly Staff recommends acceptance of the proposed re-zoning at 805 & 809 Myra St and 810 Sturgeon St.

A Re-zoning approved by Planning & Zoning Commission will require the additional approval of the City Council.

Respectfully Submitted
Aaron Decker

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

CITY OF MOBERLY, MISSOURI
REZONING APPLICATION

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

For Office Use Only
Case ID.: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: City of Moberly Phone: 660-269-7642
Address: 101 W Reed St. Zip: 65270
Owner: Various owners (3) Phone: _____
Address: _____ Zip: _____

PROPERTY INFORMATION:

Street Address or General Location of Property: 809 Myra, 805 Myra, 810 Sturgeon St.
Property is Located In (Legal Description):
Barrows Add... Moberly Lot 8, 10, 11 BIK 1
Present Zoning B-3 Requested Zoning: R-2 Acreage: .46 Acres
.15 + .15 + .16
Present Use of Property: Vacant/Residential
Character of the Neighborhood: Residential

CITY OF MOBERLY, MISSOURI - PROCEDURES MANUAL

Article 10 - Planned Development Procedure

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Rail Road Yard	Unincorporated
South	Residential	R-2
East	Residential	R-2
West	Residential	R-2

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes ___ No X

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes X No ___

If yes, explain: Lack of sufficient space to is currently surrounded by Residential

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes X No ___

2. Is the proposed change consistent with the Future Land Use Map?

Yes ___ No X No interest in past years since Land Use Map was drafted with current zoning

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Sturgeon St.
Myra St.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

- 2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
Sturgeon St.	Collector	40'
Myra Street	Collector Local	55'

- 3. Will turning movements caused by the proposed use create an undue traffic hazard?
Yes _____ No X

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- 1. Appropriately Sized Lots? Yes ~~X~~ No X
- 2. Properly Sized Street Right-of-Way? Yes ~~X~~ No X
- 3. Drainage Easements? Yes _____ No X
- 4. Utility Easements:
 - Electricity? Yes _____ No X
 - Gas? Yes _____ No X
 - Sewers? Yes _____ No X
 - Water? Yes _____ No X

- 5. Additional Comments: _____

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

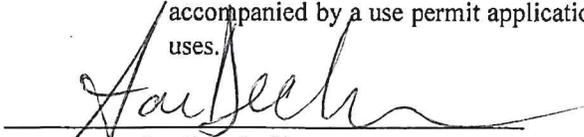
THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- 1. One copy of a legal description of the property proposed to be rezoned.
- 2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
- 3. A list of property owners within 185 feet of the property.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

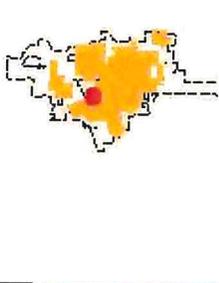
4. If the proposed zoning requires a conditional use permit, the rezoning application shall be accompanied by a use permit application defining the specifically requested use or list of uses.



Applicant's Signature

10-1-22
Date

Moberly, MO



- Legend**
- Roads
 - Corporate Limit
 - Parcel
 - Original Lot
 - Stream
 - Subdivision
 - Lots
 - South Ridge Lot Line
 - City Easement
 - Zoning
 - B-1
 - B-2H
 - B-3
 - B-3(PD)
 - M-1
 - M-P
 - N-1
 - R-1
 - R-1(PD)
 - R-2
 - R-2(PD)
 - R-3
 - R-3(PD)

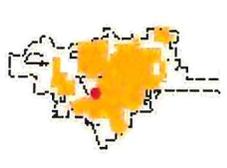
Notes



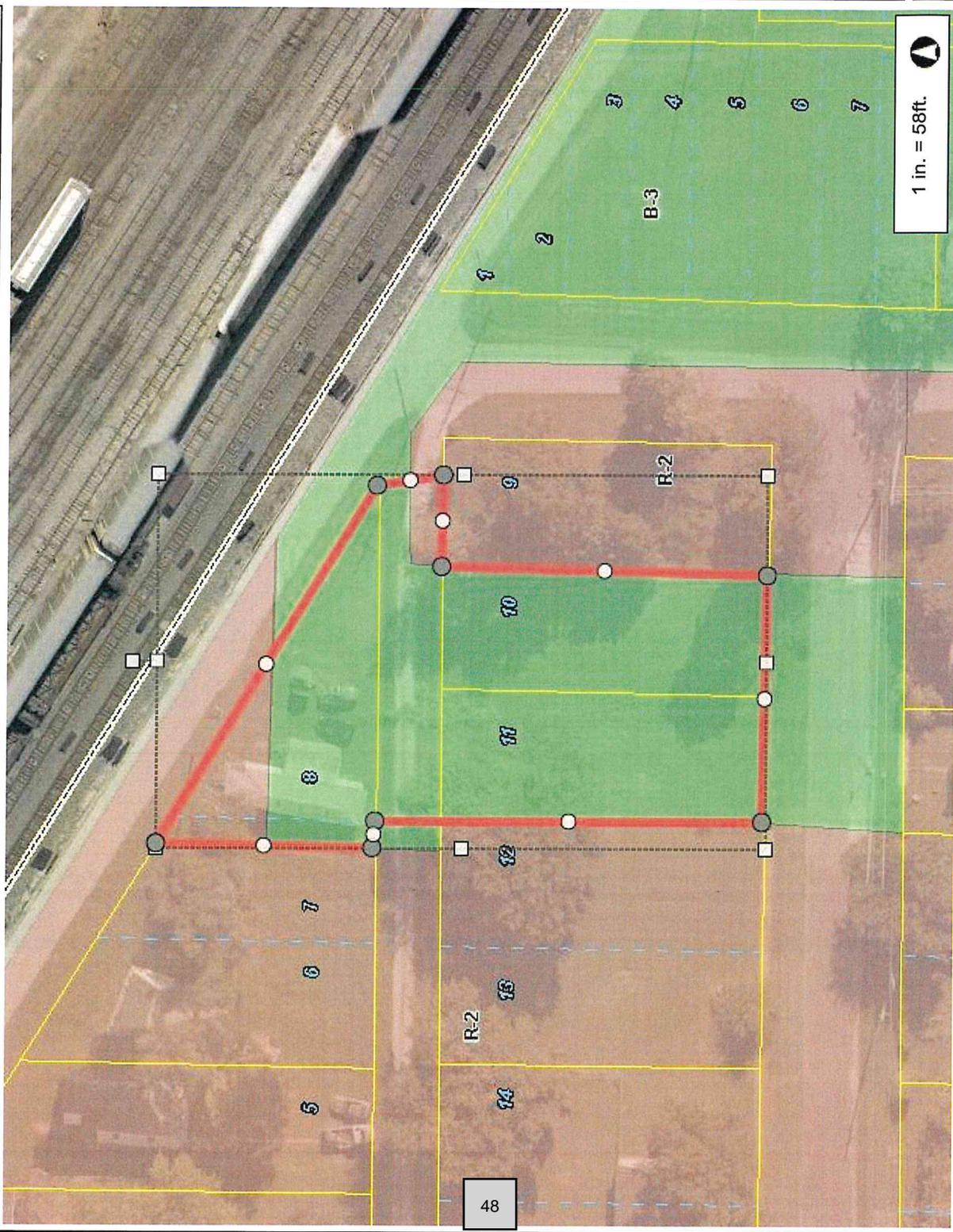
409.1 0 204.56 409.1 Feet

1 in. = 205ft.

Moberly, MO



- Legend**
- Roads
 - Corporate Limit
 - Parcel
 - Original Lot
 - Stream
 - Subdivision
 - Lots
 - South Ridge Lot Line
 - City Easement
- Zoning**
- B-1
 - B-2(H)
 - B-3
 - B-3(PD)
 - M-1
 - M-P
 - N-1
 - R-1
 - R-1(PD)
 - R-2
 - R-2(PD)
 - R-3
 - R-3(PD)



1 in. = 58ft.

116.7 0 58.33 116.7 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

City of Moberly City Council Agenda Summary

Agenda Number: #9.
Department: Public Works
Date: November 21, 2022

Agenda Item: An Ordinance Approving A Cooperative Agreement With Moberly Community Foundation.

Summary: The City of Moberly has agreed to provide \$2,000 towards the effort and that was the estimated cost to demolish and remove them from the City r/w in the event there was no interest to relocate them out of the r/w/
 There have been some outside pledges for donations already, so with the City’s funds and quick incoming outside funds, we are asking the contractor, L&J Development, to proceed with the footing installation as soon as this agreement can be put in place. The costs from L&J are listed below. I would note that the prices are assuming the pillars can be relocated mostly intact. In the event of collapse/failure of pillars beyond reasonable repair, the cost to rebuild them will depend on what additional funding the donors can come up with and the end product that is determined. The City has already acquired private easements for the pillars from the adjacent property owners, so once the agreement is put together, footing can get started.

Move the columns/New footings – Footing will be \$2,800 and moving will be \$3,200.

Frame new Roof on Top and Shingle – Labor and Materials \$1,500.00

New Skim Coat on the Exterior – Labor and Materials \$3,500.00

Per previous conversations we will do our best to move them without damage but if they are damaged we aren’t responsible for it.

Staff recommends approval.

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH MOBERLY COMMUNITY FOUNDATION.

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 with the Moberly Community Foundation to assist with fundraising for the moving and/or reconstruction of the Urbandale Pillars.

SECTION TWO: The City Council hereby approves the Cooperative Agreement and hereby authorizes the Mayor 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 21st day of November, 2022.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

COOPERATIVE AGREEMENT FOR FUNDING URBANDALE PILLAR REPAIR

THIS COOPERATIVE AGREEMENT FOR FUNDING URBANDALE PILLAR REPAIR (this “Agreement”) is made and entered into as of the ____ day of _____ 2022 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 the **MOBERLY COMMUNITY FOUNDATION (“MCF”)**, a Missouri nonprofit corporation, (“MCF” 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. MCF desires to participate in preserving the historical character of the Urbandale neighborhood in Moberly, Missouri by serving as a conduit to pass donated funds to the City to offset construction costs for repairing and/or moving two pillars which serve as entrance monuments for the Urbandale area.

C. The pillars are located in the city right-of-way; therefore, the City is a willing to coordinate and pay for costs associated with the repairing or replacing of the monuments provided a certain threshold of donations are received prior to the start of the project. MCF will accept donations to pass along to the City to offset construction costs.

D. The Parties have received a bid quote from L & J Development Company (“contractor”) for all potential elements of the project (including repair, or replacement and/or moving the pillars).

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 repair and/or movement of the pillars by contracting with the contractor for the project once the City has obtained necessary permanent and temporary construction easements. The City agrees to make payment to contractor for the estimated cost of the project. The City will contract with contractor and be responsible for the coordination and administration of the project, including but not limited to the determination of whether the pillars must be replaced and the location of the pillars in the right-of-way. The City’s obligation to start the project is conditioned upon MCF receiving at least \$10,000.00 in donations for the project.

2. Reimbursement.

If the existing pillars are repaired and moved the City will contribute Two Thousand Dollars (\$2,000.00) to the project.

If the project costs less than \$11,000.00 to complete, then the City will make an accounting to MCF for the final costs of the project and refund any remaining funds to MCF.

3. Donations.

MCF agrees to begin actively accepting contributions for the Project from all interested parties upon the execution of this Agreement. MCF is hereby obligated to pass those donations along to the City once donations have reached a minimum of \$10,000. If, within one year’s time from the execution of the Agreement, MCF does not receive the minimum \$10,000 in donations then their obligation to accept and pass along donations for the project shall end. Any donations received may then be refunded by MCF.

4. Perpetual Care Fund.

MCF will create a Perpetual Care Fund (the “Fund”) for the ongoing maintenance of the pillars. The fund assets shall be held by the MCF organization and administered through the city. Any funds donated in excess of \$10,000 shall be paid into the Fund. Any monies reimbursed to MCF by the City pursuant to Section 2., above, will be paid into the Fund.

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 MCF or any successor, assign, heir or personal representative of MCF in respect of any suit, claim, or cause of action arising out of this Agreement and MCF hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to MCF or the successors, assigns, heirs or personal representatives of MCF 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 MCF: Moberly Community Foundation
P.O. Box 32
Moberly, MO 65270
Attn: Chairman

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 MCF 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 NOMO, 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 MCF 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: _____
Jerry Jeffrey, Mayor

ATTEST:

By: _____
Shannon Hance, City Clerk

Moberly Community Foundation

By: _____
Bob Riley, Chairman

ATTEST:

By: _____

City of Moberly City Council Agenda Summary

Agenda Number: #10.
Department: Parks
Date: November 21, 2022

Agenda Item: An Ordinance Approving A Cooperative Agreement Amendment With Moberly Area Community College For Ball Field Rental.

Summary: MACC requested an easing of costs to help offset the cost of their projects as they came in over budget. After much discussion, the Park Board approved easing the cost of a cap of \$25,000 per season (\$12,500 baseball, \$12,500 softball) which both programs believed they would reach and reducing it to a flat fee of \$15,000. The previous payments were to be billed monthly based on actual usage requiring constant credits and additions as practice and play schedules changed due to weather, etc. whereas the amendment provides for payments in two installments annually. This will ease financial concerns of MACC while simplifying the billing and field use monitoring by MPRD staff.

Recommended

Action: Approve the Ordinance.

Fund Name: Revenue – Rental of Facilities

Account Number: 115.000.4502

Available Budget \$: \$63,000

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__ Jeffrey	___	___
<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__ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ Lucas	___	___
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other: <u>Agreement Amendment</u>		Passed	Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT AMENDMENT WITH MOBERLY AREA COMMUNITY COLLEGE FOR BALL FIELD RENTAL.

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

SECTION ONE: The City and the Moberly Area Community College (the “College”) previously entered into a Ball Field Rental Agreement for the use of ball fields at the Howard Hills Athletic Complex which agreement was approved by this Council on February 7, 2022.

SECTION TWO: Thereafter the parties determined that the rental amount provided for in the Agreement should be changed and the parties have agreed upon the terms of the attached Amendment with respect to rental charges.

SECTION THREE: City staff recommends approval and execution of the Amendment to the Ball Field Rental Agreement.

SECTION FOUR: The City Council hereby approves the Amendment and hereby authorizes the City Manager of Moberly to execute said Amendment on behalf of the City.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted 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 21st day of November, 2022.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

FIRST AMENDMENT TO BALL FIELD RENTAL AGREEMENT

COMES NOW the City of Moberly, Missouri and the Moberly Area Community College (together the "Parties") and hereby enter into the following Amendment to that certain **BALL FIELD RENTAL AGREEMENT** (the "**Agreement**") previously entered into between them on the ____ day of _____, 2022.

The Parties desire to make mutually agreed upon changes to paragraphs B and C of the Agreement.

- 1. Paragraph B of the Agreement is hereby stricken in its entirety and replaced with the following:

B. TERM.

The initial term of this Agreement shall be for a period of two years next following the Effective Date. Thereafter the Agreement shall automatically renew for successive two-year terms unless terminated by either party. Either party may terminate the Agreement, with or without cause, by providing written notice to the other at least sixty (60) days prior to the next automatic renewal date.

The parties anticipate that the fields will be used for the Fall of 2022 and the Spring and Fall of 2023. Rent shall be based on use of the facilities for practice and games. The College agrees to notify staff of the City's Parks and Recreation Department at least thirty (30) days in advance of the number of times each week that the fields are used. City staff will invoice the College semi-annually on December 31 and June 30 for the agreed upon rental amount.

- 2. Paragraph C of the Agreement is hereby stricken in its entirety and replaced with the following:

C. AMOUNT.

The College agrees to pay rent of Fifteen Thousand Dollars (\$15,000.00) annually. The City shall invoice Seven Thousand Five Hundred Dollars (\$7,500.00) to the College on December 31 and June 30 of each year beginning December 31 of 2022 until this Agreement is terminated by either party.

- 3. The remainder of the original Agreement remains in place only with the terms altered by this Amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2022.

CITY OF MOBERLY, MISSOURI

MOBERLY AREA COMMUNITY COLLEGE

By:

By:

City of Moberly City Council Agenda Summary

Agenda Number: #11.
Department: Community Development
Date: November 21, 2022

Agenda Item: An Ordinance Authorizing The City Manager To Execute A Missouri Highways And Transportation Commission Transportation Enhancement Funds Program Agreement For Sidewalks Along Route EE.

Summary: This is for construction of 2,662' of sidewalk and approaches along Route EE/E. Rollins, from Morley St. to Gratz-Brown. This project agreement is for an 80% Federal/20% City match, with the Federal amount not to exceed \$328,916.00. Total project cost is estimated at \$411,145.00, for a City Match of \$82,229.00. The match is proposed to be funded out of the Transportation Trust Fund.

Recommended

Action: Approve this ordinance.

Fund Name: Transportation Trust

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ENHANCEMENT FUNDS PROGRAM AGREEMENT FOR SIDEWALKS ALONG ROUTE EE.

WHEREAS, the City has qualified for a TAP Grant to install 2,662 feet of sidewalk along Route EE from Morley Street to Gratz-Brown Road; and

WHEREAS, the TAP Grant provides for a total project cost of \$411,145.00 with the City being responsible for 20% of the project costs; and

WHEREAS, attached hereto is a certain Missouri Highway and Transportation Commission Transportation Enhancement Funds Program Agreement which provides for the sidewalk installation.

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 City Manager, Brian Crane, 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: 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 21st day of November, 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 03/17 (MWH)
Modified: 10/22 (MWH)

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 4500 (210)
Award Year: FY 2022
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 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 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:

Construct approximately 2,662 feet of sidewalks on Route EE from Business 63 to Gratz-Brown Street.

The general location of the project is shown on 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 and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. 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 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 specification 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 City. Any costs incurred by 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 three hundred twenty-eight thousand nine hundred sixteen dollars (\$328,916.00). 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 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 (2) 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 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 REQUIREMENT: 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 ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City of Moberly

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A - Location of Project

City of Moberly

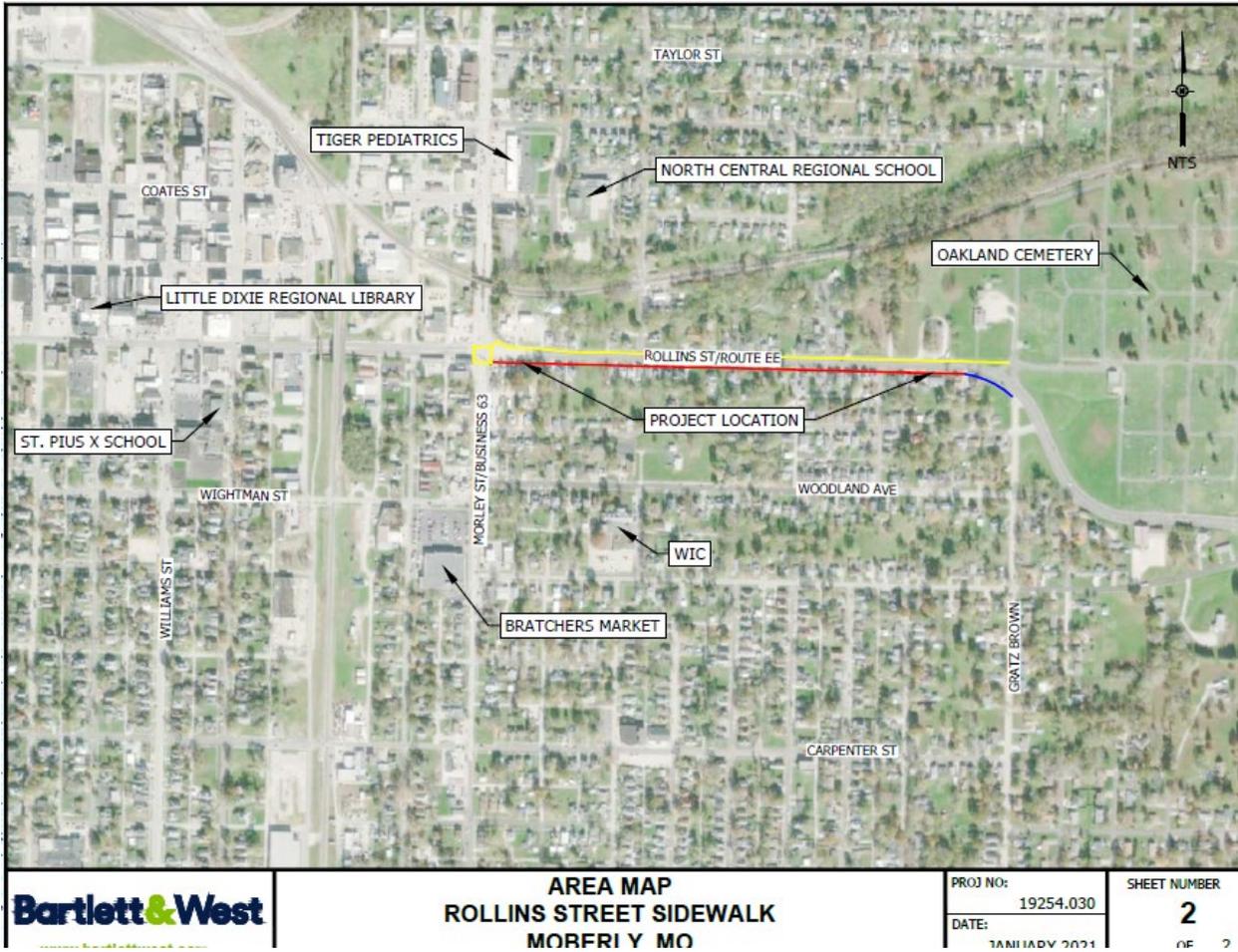


Exhibit B – Project Schedule

Project Description: TAP 4500 (210)

Construct approximately 2,662 feet of sidewalks on Route EE from Business 63 to Gratz-Brown Street.

Task	Date
Date funding is made available or allocated to recipient	10/22/2022
Solicitation for Professional Engineering Services (advertised)	12/01/2022
Engineering Services Contract Approved	01/01/2023
Preliminary and Right-of-Way Plans Submittal (if Applicable)	11/01/2023
Plans, Specifications & Estimate (PS&E) Submittal	04/01/2024
Plans, Specifications & Estimate (PS&E) Approval	06/01/2024
Advertisement for Letting	08/01/2024
Bid Opening	09/01/2024
Construction Contract Award or Planning Study completed (REQUIRED)	10/01/2024

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

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**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: November 21, 2022

Agenda Item: A Resolution Authorizing The 2022 Christmas Parade Route And Public Consumption Of Alcoholic Beverages.

Summary: Moberly Chamber of Commerce requests parking in the 100-500 block of W Reed be reserved for mobile food trucks, trailer and vendors parking from 6:00am to 8:00pm for the downtown Christmas Festival. The festival will feature all-day pop-up vendors markets, hours drawn carriage rides, live reindeer and living windows. The Christmas parade will begin at 3:00 pm, travel from Sturgeon to Johnson along Reed Street. Chamber of Commerce requests permission to use City Hall Parking Lot, Depot Park Parking Lot and Homecare Parking lot to stage parade entries. Parade to start at W Reed and Sturgeon and travel west on Reed Street to Johnson Street where it will disband. Chamber of Commerce Director Megan Schmitt expects 30 to 50 entries in the parade and will have six volunteers to help with the parage. Moberly Police are requested to lead the parade and provide traffic control along the parade route. Contact is Megan Schmitt, 660-263-6070. Moberly Chamber of Commerce also 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 band will be used to prevent underage consumption or outside drinks.

Recommended Action Approve request

Fund Name:

Account Number:

Available Budget \$:

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

ATTACHMENTS:		Role 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__ Jeffrey	<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		

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE 2022 CHRISTMAS PARADE ROUTE AND PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGES.

WHEREAS, the Moberly Chamber of Commerce (“Chamber”) has requested permission to hold a Christmas Parade on December 3, 2022, at 3:00 p.m. with a route beginning at the intersection of West Reed Street and Sturgeon, traveling west on Reed Street to Johnson Street where it will disband; and

WHEREAS, the Chamber has also requested permission to allow public consumption of alcoholic beverages on December 3 from 10:00 a.m. to 7:00 p.m. in the 100 through 500 blocks of Reed Street, the 200 through 500 blocks of Coates Street and the 200 blocks of Clark Street, Williams Street, 4th Street, 5th Street and Johnson Street; 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 the Chamber to hold the special events described herein and to authorize public consumption of alcoholic beverages on public spaces and recommends approval of parking spaces for mobile food truck, and vendor parking along parade routed described herein beginning at 6:00 a.m. to 8:00 pm on December 3, 2022, and permission to permit public consumption of alcohol from 10:00 a.m. to 7:00 p.m. on the streets described herein.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the 2022 Christmas Parade location and times set forth herein and the public consumption of alcohol at the time and places described herein.

RESOLVED this 21st day of November, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: #13.
 Department: Administration
 Date: November 21, 2022

Agenda Item: A Resolution Accepting Permanent Sewer Easements For The Route JJ Regional Sewer Project.

Summary: The city is working on a grant project to connect three permitted sewer system facilities to the city's sewer system. This project is funded primarily through a grant with DNR. Due to the congestion in the Route JJ ROW, the city is asking residents along the project route to grant the city an easement for the new 4 inch force-main that will be required in a corridor adjacent to the Route JJ ROW. A handful of residents have already executed their easement on their property and the city will need to officially accept these easements from the property owner. This action will officially accept the easements. The address of the property currently granting the easement is:

2876 HIGHWAY JJ 07-8.0-33.0-0.0-000-035.000 Bud and Chris Hagar

Recommended Action Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PERMANENT SEWER EASEMENTS FOR THE ROUTE JJ REGIONAL SEWER PROJECT.

WHEREAS, the City is acquiring sewer easements from property owners along the path of the Route JJ Regional Sewer Project; and

WHEREAS, the following person has voluntarily provided a sewer easement to the City for this purpose: Bud and Chris Hagar; and

WHEREAS, attached hereto is the executed Permanent Sewer Easement from the above-named party which City Staff recommends be accepted by the City Council.

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

RESOLVED this 21st day of November 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

**SANITARY SEWER
EASEMENT**

THIS AGREEMENT, made this 7 day of October, 2022, by and between Bud Hagar and Chris Hagar, husband and wife, (Grantors), and the City of Moberly, Missouri, a Municipal Corporation, **GRANTEE**. Grantee’s mailing address is:

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

WITNESSETH, that the Grantors, in consideration of the sum of **Three Thousand Dollars and No Cents (\$3,000)** and other good and valuable consideration to them paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a permanent and exclusive easement for the construction, operation, maintenance, repair, replacement and removal of sewer pipelines, manholes, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, including the right to enter the Grantors land to access such easement, over, under, through, across, in and upon the following described lands in Randolph County, Missouri, to-wit:

*See Attached Exhibit "A"
for Legal*

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

SPECIAL CONDITIONS: The City (Grantee) agrees

- If any trees in the easement die within one year of the construction of the easement, the city

- agrees to remove those trees and grind down the stumps.
- The City of Moberly agrees not to require the Grantors to connect to the public sewer system of the City of Moberly.
- Upon completion of construction, the Grantee will restore the property to as close to the original condition as possible.

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

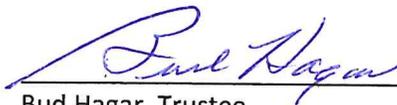
Grantors further state that they are lawfully seized of title to the land through which said easement is granted and that they have good and lawful right to convey said easements to the **GRANTEE** herein.

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

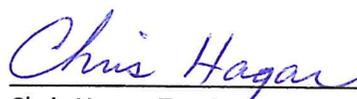
THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the Grantors.

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

IN WITNESS WHEREOF, this 1. October day of 2022



 Bud Hagar, Trustee



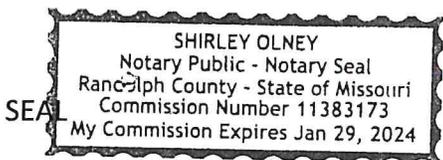
 Chris Hagar, Trustee

ACKNOWLEDGMENT

State of Missouri)
) ss
County of Randolph)

On this 7 day of October in the year 2022, before me, a Notary Public in and for said state, personally appeared Bud Hagar, known to me to be the person who executed the within Easement and acknowledged to me that he executed the same for the purposes therein stated.

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



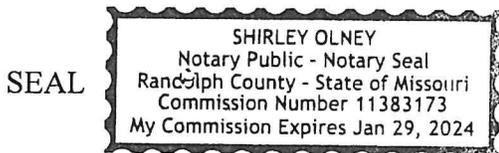
Shirley Olney
Notary Public

ACKNOWLEDGMENT

State of Missouri)
) ss
County of Randolph)

On this 7 day of October in the year 2022, before me, a Notary Public in and for said state, personally appeared Chris Hagar, known to me to be the person who executed the within Easement and acknowledged to me that she executed the same for the purposes therein stated.

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



Shirley Olney
Notary Public

ACKNOWLEDGMENT BY CITY

GRANTEE’S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this day of _____, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires:

EXHIBIT A

EASEMENT LEGAL DESCRIPTION

DESCRIPTION PUBLIC SEWER EASEMENT - BUD AND CHRIS HAGAR TRUST
FOR CITY OF MOBERLY
JOB #200700
PARCEL 13

NOVEMBER 18, 2021

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 856, PAGE 3 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 15.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 15.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 3,150 SQUARE FEET.

David T. Butcher
DAVID T. BUTCHER, PLS-2002014095
11/18/2021
DATE



CROCKETT ENGINEERING CONSULTANTS 1000 W. Nilong Blvd, Building 1 Columbia, Missouri 65203 (573) 447-0392 www.crockettengineering.com	CORPORATE NUMBER 2000151304	SEWER EASEMENT - BUD AND CHRIS HAGAR TRUST
	DATE: 11/18/21 PROJECT: 200700	SE 1/4 SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI

City of Moberly City Council Agenda Summary

Agenda Number: #14.
 Department: Fire
 Date: November 21, 2022

Agenda Item: A Resolution Authorizing The City Manager To Execute An Architect's Agreement With WSKF, Inc.

Summary: This Agreement Will Allow The City To Move Forward In The Advancement Of A New Fire Station And The Remodeling Of Station 1 And The Police Department. We Are Asking The Council To Approve This Request To Hire WSKF, Inc. For This Work On These Projects.

Recommended

Action: Approve The Request For Services

Fund Name: ARPA Funds

Account Number: N/A

Available Budget \$: 0.00

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__ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Brubaker	<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__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ARCHITECT’S AGREEMENT WITH WSKF, INC.

WHEREAS, on September 19, 2022, this Council accepted a proposal from WSKF, Inc., to provide design services for a new fire station and preliminary design work for remodeling the existing fire station #1 and the police department; and

WHEREAS, WSKF, Inc., has proposed the attached Architect’s Agreement which sets forth the terms and conditions for their design of a new fire station and the preliminary design for remodeling the existing fire station #1 and the police department; and

WHEREAS, City staff recommends acceptance of the proposed agreement and direction to executed the agreement on behalf of the City; and

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Architect’s Agreement and take such other and further actions as may be required to complete the agreement with WSKF, Inc.

RESOLVED this 21st day of November, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventeenth day of November in the year Two Thousand Twenty Two.

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Moberly
101 West Reed Street
Moberly, Missouri 65270

and the Architect:
(Name, legal status, address and other information)

WSKF, Inc.
110 Armour Rd.
North Kansas City, MO 64116

for the following Project:
(Name, location and detailed description)

Project No. 22043

The proposed Scope of Work will involve two projects; 1) Design for New Fire Station #1 to be located at 1445 S. Morley Street, Moberly, Missouri, and 2) Design for Renovation/Expansion of the Existing Police Department Headquarters, 300 N. Clark Street, Moberly, Missouri and Existing Fire Station No. 1, 310 N. Clark Street, Moberly, Missouri.

Generally, the New Fire Station #1 is to provide approximately 10,000 square feet of space comprised of approximately 5,000 square feet for apparatus bays and 5,000 square feet of living/operations space. The preliminary planning is for 3-drive through apparatus bays and living/operations space for 6 personnel. Additionally, New Station 1 will likely house department operations leadership (Fire Chief, command staff, etc.).

Generally, the Renovation/Expansion of the existing Police Headquarters is to provide space for emergency services communications (dispatch, approximately 1,300 square feet), and partial renovation of existing police operations (approximately 1,600 square feet) for locker room and support services/operations. A new enclosed "link" will connect the existing headquarters with dispatch.

Generally, the Renovation/Expansion of the existing Station 1 is to provide renovated/updated living space for personnel at this station and bunk rooms for displaced bunk rooms that are to be occupied by the dispatch. The existing station will likely include renovation of operational space to backfill the existing space (total area of renovation/expansion is envisioned to be approximately 6,000 square feet).

As a result of the renovation/expansion of the existing Police Headquarters and existing Station 1, there will be associated site renovation work. The scope of the site development work is yet to be determined.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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Phase I Services to include Preliminary Planning for Fire Training (tactical training).

The Owner and Architect agree as follows.

Phase II Scope of work to be determined.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner’s program for the Project:

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

Generally, the design requirements for 1) New Station 1 (10,000 SF), 2) Police Headquarter Renovation/Expansion (2,900 SF) and 3) Fire Station 1 Renovation/Expansion (6,000 SF) represent approximately 19,000 SF of space. The site development requirements for each of the components is not fully known but will be determined through the design work associated with each.

§ 1.1.2 The Project’s physical characteristics:

(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Generally, the New Station 1 site is located at 1445 S. Morley Street provide approximately 2.8A for development. The Renovation/Expansion of Police Headquarters and existing Fire Station 1 is limited to the existing site property limits. No geotechnical reports have been provided for either of the project sites. No topographic information has been provided for the South Morley site. The physical characteristics of the existing Police/Fire HQ site are generally understood.

The Police Dept. renovation/expansion is located at 300 N. Clark, Moberly, Missouri. The Fire Dept. renovation/expansion is located at 310 N. Clark, Moberly, Missouri

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§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

TBD.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD.

.2 Construction commencement date:

TBD.

.3 Substantial Completion date or dates:

TBD.

.4 Other milestone dates:

TBD.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid, best-value contract award to a single prime bidder.

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

TBD.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Brian Crane, City Manager
101 W. Reed Street
Moberly, Missouri 65270

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
TBD.

(Paragraphs deleted)

- .2 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Special Inspections & Construction Testing
 Survey Services
 Environmental Services (as needed)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Rick Kuhl
 110 Armour Road
 North Kansas City, MO 64116

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

 Bob D. Campbell, Inc.
 4338 Belleview Ave.
 Kansas City, MO 64111

- .2 Mechanical Engineer:

 PKMR Engineers, Inc.
 13300 W. 98th St.
 Lenexa, KS 66215

- .3 Electrical Engineer:

 PKMR Engineers, Inc.
 13300 W. 98th St.
 Lenexa, KS 66215

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer: McClure Engineering.
 Landscape Architect: McClure Engineering.

§ 1.1.12 Other Initial Information on which the Agreement is based:

WSKF Inc. to provide Interior Design Services.
 WSKF Inc. to provide Fixture, Furniture & Equipment (FFE) Services if requested.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust

the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and 00/100's (\$1,000,000.00) for each occurrence and Two Million Dollars and 00/100's (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and 00/100's (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and 00/100's (\$1,000,000.00) each accident, One Million Dollars and 00/100's (\$1,000,000.00) each employee, and One Million Dollars and 00/100's (\$1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and 00/100's (\$1,000,000.00) per claim and Two Million Dollars and 00/100's (\$2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

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include some combination of perspective sketches or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 Based on the Owner's directive, the Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated,

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installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take

appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct project reviews to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's project review(s) shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	A
§ 4.1.1.9 Landscape design	A
§ 4.1.1.10 Architectural interior design	A
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	NP
§ 4.1.1.21 Telecommunications/data design	A
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	A (optional)
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

- 4.1.1.8 - Civil Engineering services as needed to design the project
- 4.1.4.9 - Landscape Design services as needed to design the project
- 4.1.1.10 - Interior Design services as needed to design the project
- 4.1.1.21 - Telecommunications/Data Design services as needed to design project
- 4.1.1.28 - FFE services as requested

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Civil Engineering - Services to include site design, grading, site utilities, storm water design, and site paving (including related construction oversight of design provided).

Landscape Design - Services to include landscape design and landscape materials selection (including related construction oversight of design provided).

Interior Design - Services to include illustration of furniture, fixtures and equipment for the design, all interior finishes selection and specification, illustration of all interior cabinetry and related work (including related construction oversight of design provided).

Telecommunications/Data - Services to include telecommunication devices, data devices and specifications (including related construction oversight of design provided).

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

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- contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

- .1 Reviewing a Contractor’s submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Monthly visits to the site by the Architect during construction; additional site visits as determined by the Owner.
- .3 One (1) review of the work in progress for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) review of the work in progress for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within TBD. () months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER’S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner’s objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

TBD.

.2 Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

TBD.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Services are to be provided as follows:

Phase I - Preliminary Design - \$36,600
Phase II* - Final Design/Bidding/Construction - TBD

*Phase I services that are applicable to Phase II services to be credited to Phase II once the scope of services for Phase II are fully known.

(Paragraph deleted)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Lump Sum; amount to be determined.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly with agreed upon max.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Hourly with agreed upon max.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	thirty-five	percent (35	%)
Procurement Phase	five	percent (5	%)
Construction Phase	twenty-five	percent (25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

(Paragraphs deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

To be provided upon award.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling, and delivery;

(Paragraph deleted)

- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .6 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .7 All taxes levied on professional services and on reimbursable expenses;

(Paragraph deleted)

- .8 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .9 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus 1.15% of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

None at this time.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Eight Percent (8%)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Indemnification: The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner against damages, liabilities and costs arising from the negligent acts of the Architect in the performance of professional services under this Contract, to the extent that the Architect is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Architect and the Owner. The Architect shall not be obligated to indemnify the Owner for the Owner's own negligence.

§ 12.2 Consequential Damages: Notwithstanding any other provisions of this Contract, and to the fullest extent permitted by law, neither the Owner nor the Architect, 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 damage arising out of or connected in any way to the Project or to this Contract. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

§ 12.3 Limitation of Liability: To the fullest extent permitted by law, and notwithstanding any other provision of this Contract, the total liability, in the aggregate, of the Architect and the Architect's officers, directors, partners, employees and subconsultants, and any of them, to the Owner and anyone claiming by or through the Owner, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Contract from any cause or causes shall not exceed the total compensation received by the Architect under this Contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise permitted by law.

§ 12.4 Corporate Protection: It is intended by the parties to this Contract that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect, a Missouri corporation, and not against any of the Architect's individual employees, officers or directors.

§ 12.5 Betterment: If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§ 12.6 Defects in Service: The Owner shall promptly report to the Architect any defects or suspected defects in the Architect's services of which the Owner becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on all contractors in its Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Owner and the Owner's contractors or subcontractors to notify the Architect shall relieve the Architect of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

§ 12.7 Delays: The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Contract, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's contractors or architects; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to an equitable adjustment in schedule and/or compensation.

Init.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)

.2 Exhibits:
(Paragraphs deleted)
Exhibit 'A' - Phase I Scope of Work & Fee

(Paragraphs deleted)
.3 Other documents:
(List other documents, if any, forming part of the Agreement.)
Hourly Rates.

This Agreement entered into as of the day and year first written above.

City of Moberly

WSKF, Inc.



OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

Rick Kuhl, Principal

(Printed name, title, and license number, if required)

New Fire Station (replaces Station 2)

A new fire station is to be designed for the proposed site at 1445 S. Morley Street, Moberly, Missouri. While the final area of the new station is to be confirmed, the initial planning is for a 3-bay, drive-thru station with ultimate staff space for 6. The current estimated area for the new station is 10,000 SF (5,000 SF/apparatus + 5,000 SF/crew & community). The proposed station is to include the latest best-practices design for fire fighter health and wellness.

Police Department/Station 1 (existing facilities renovation)

Renovation of the existing Station 1 is proposed to provide more space for police and dispatch operations. The extent of renovation is to be determined through preliminary planning work with the Police Department. It is envisioned that the needed expansion space will be achieved through reduction of space for the Fire Department. The extent of space reduction and associated renovation for the Fire Department is unknown at this time but will be determined through preliminary planning work with the Department.

Tactical Training (co-located at new station site)

A new fire training facility is proposed at the site of the new station as there is adequate land for both uses. The new fire training facility requirements are to be confirmed through preliminary planning with the Fire Department. A facility to provide tactical training to facilitate entry level needs as well as ongoing educational needs is envisioned.

Fee Estimate (preliminary design)

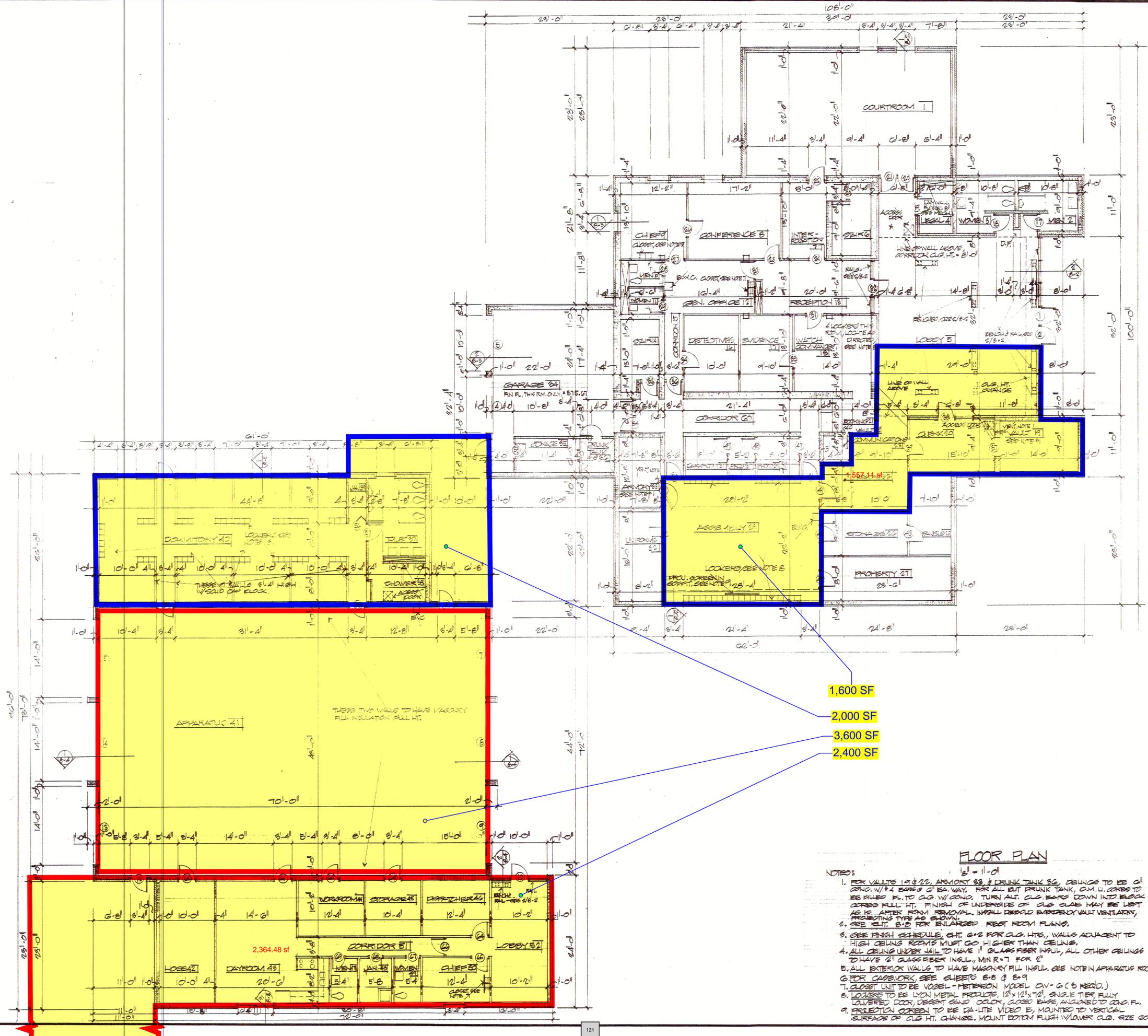
New Station + Site Development	\$	18,000	Preliminary Design - Floor Plan, Site Plan, Exterior Elevation (front view), Cost Estimate and Project Schedule
Police/Fire Renovation	\$	15,000	
Tactical Training	\$	3,600	
Total	\$	36,600	

Scope of Services (after Preliminary Design)

- WSKF Architecture & Interior Design** Architectural, interior design for final design including bidding/negotiation and construction administration and bidder solicitation, qualification and recommendation. Review and approval of shop drawings. Site visits throughout construction and final signoff. Processing of pay applications. Warranty issues support; 11-month warranty walk.
- WSKF FF&E** Fixtures, Furniture & Equipment (FF&E) Services for the new station and renovated police/dispatch/fire including design, specification, bidding, procurement oversight, warehousing and installation as well as trouble-shooting FF&E issues.
- Structural Engineering** Structural design for construction including footing/foundations, wall framing and roof framing. Review of structural shop drawings and details and responding to Request for Information from the builder during construction; limited site visits.
- MEP Engineering** Mechanical, electrical and plumbing engineering design for bidding and construction including site lighting. Review of all shop drawings and responding to Request for Information from the builder during construction; site visits as required
- Civil Engineering** Civil engineering to meet site development requirements. Civil design for bidding and construction including BMP's. Review of all shop drawings and responding to Request for Information from the builder during construction; site visits as required.

Fee Estimate (after Preliminary Design)

ARCHITECT & INTERIOR DESIGN	STRUCTUAL ENGINEER	MEP ENGINEER	CIVIL	FF&E DESIGN	Total
4.5%	0.75%	1.50%	1.25%	0.75%	8.75%

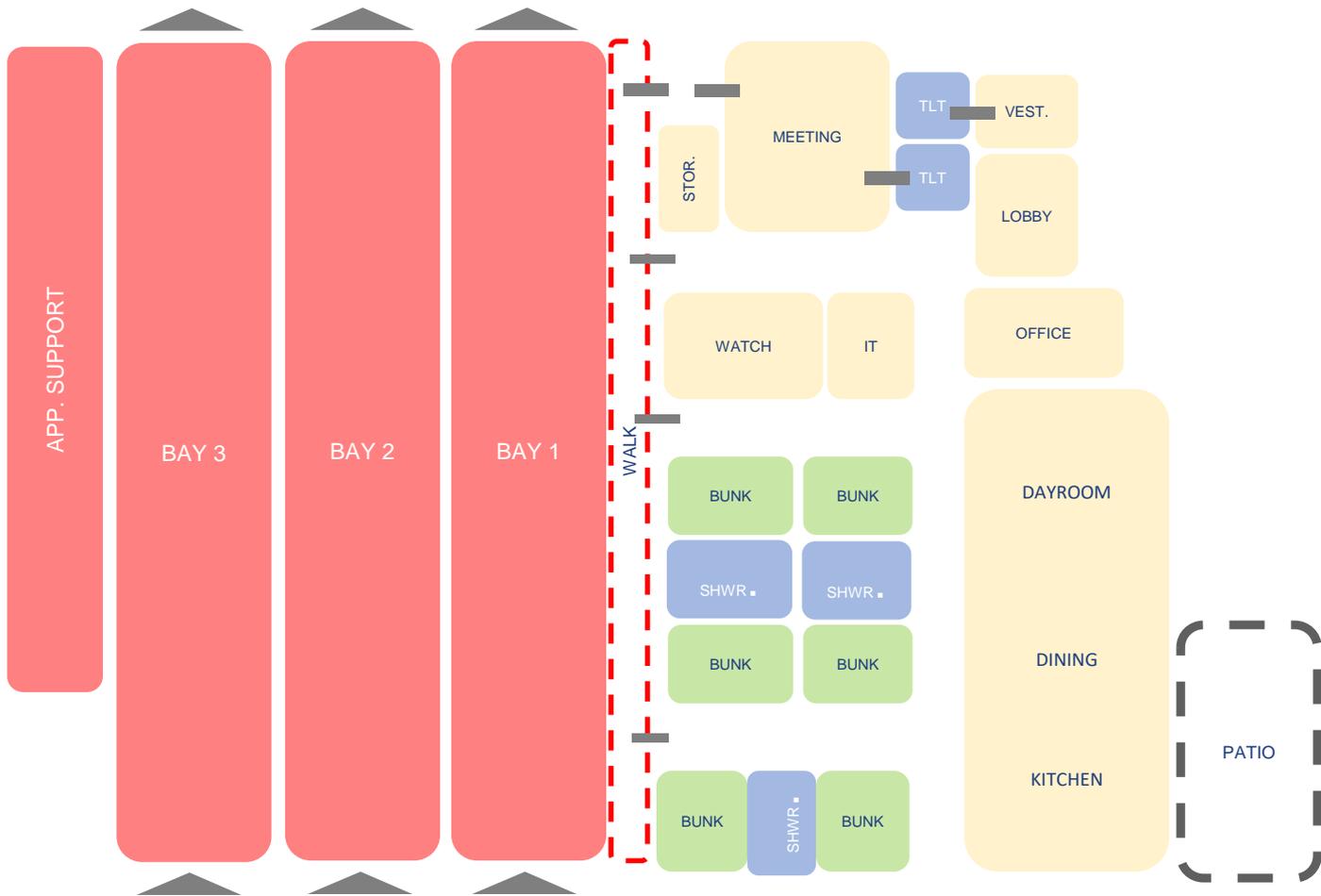


1,600 SF
2,000 SF
3,600 SF
2,400 SF

FLOOR PLAN

- NOTES:
1. FOR WALLS 14 & 22, ARMORY 33 & DRINK TANK 36, CEILING TO BE 6' CONG. W/ #4 BARS @ 6" EA. WAY. FOR ALL BUT DRINK TANK, C.M.U. CONES TO BE FILLED FL. TO C.G. W/ CONG. TURN ALT. C.G. BARS DOWN INTO BLOCK ACROSS FULL HT. FINISH OF UNDERSIDE OF C.G. SLAB MAY BE LEFT AS IS AFTER FORM REMOVAL. INSTALL DRIP/DRAIN EMERGENCY VENTILATION, PROTECTING TYPE AS SHOWN.
 2. SEE SHT. B-2 FOR ENLARGED REST ROOM PLANS.
 3. SEE FINISH SCHEDULE, SHT. G-2 FOR C.G. LITE., WALLS ADJACENT TO HIGH CEILING ROOMS MUST GO HIGHER THAN CEILING.
 4. ALL CEILING UNDER JAIL TO HAVE 1" GLASS FIBER INSUL., ALL OTHER CEILING TO HAVE 2" GLASS FIBER INSUL., MIN R-7 FOR 6"
 5. ALL EXTERIOR WALLS TO HAVE MASONRY FULL INSUL. SEE NOTE IN APPARATUS ROOM #41
 6. FOR CASWORK, SEE SHEETS B-8 & B-9
 7. CLOSET UNIT TO BE VOGEL-PETERSON MODEL CV-6 (6 REQ.)
 8. LOCKERS TO BE LYON METAL PRODUCTS, 12" X 12" X 12", SINGLE TIER FULLY COVERED DOOR, OPENING 12" COLON, CLOSET BARS, ANCHORED TO CONG. FL.
 9. PROJECTION CONTROL TO BE DA-LITE VIDEO B, MOUNTED TO VERTICAL SURFACE OF C.G. HT. CHANGE. MOUNT BOTTOM FLUSH W/ LOWER C.G. SIZE 60" X 60"
 10. IN ROOMS 39, 42, & 44, PROVIDE 1EA WORKBENCH, NO. 45 #109-1W-2 BY BROADHEAD - GARRETT.
 11. WHERE SHOWN ON FLOOR PLAN, PROVIDE 1" MILD. METAL ACCESS BEAMS BY INLAND RYERSON CO. TYPE IAW, 22" X 22", IN CLOP. LOCK NEAR LEGAL 4 TO HAVE KEY LOCK, FUR-108H 1/2 KEYS.

PLAN CONCEPT



SITE CONCEPT



City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: November 21, 2022

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Authorizing An Application For The 2022 Local Law Enforcement Block Grant.

Summary: Moberly Police Department requests council approval to apply for 2022 LLEBG for partial funding of the Shotbot interactive training bases for firearm training, use of force training, threat recognition and assessment training.

Recommended Action

Approve request

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING AN APPLICATION FOR THE 2022 LOCAL LAW ENFORCEMENT BLOCK GRANT .

WHEREAS, the Moberly Police Department seeks authority to make application for a 2022 Local Law Enforcement Block Grant; and

WHEREAS, attached hereto is an application to seek partial funding of the shotbot interactive training bases for firearm training, use of force training, threat recognition and assessment training; and

WHEREAS, City staff recommends this Council granting authority to submit the attached block grant application.

NOW, THEREFORE, BE IT RESOLVED this 21st day of November, 2022, by the City of Moberly, Missouri, City Council that the City Manager or his designee is hereby authorized to execute and submit the attached block grant application and to take such other and further actions necessary to carry out the purpose of this resolution.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



**15MISSOURI DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR**



**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FY 2022 Local Law Enforcement Block Grant
CERTIFIED ASSURANCES**

The Subrecipient hereby assures and certifies compliance with all the following certified assurances:

General:

1. **Governing Directives:** The Subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "JAG Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJJPA) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.
2. **Compliance Training:** As a recipient of federal and/or state funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.
3. **System for Award Management (SAM):** The Subrecipient assures it has registered in SAM.gov prior to submitting an application and will continue to maintain an active SAM registration with current information at all times during which it has an active subaward. The Subrecipient understands that it must renew its SAM registration every 12 months and that the Missouri Department of Public Safety may not make a subaward or disburse monies to the Subrecipient unless the Subrecipient has an active SAM registration. SAM is a Federal Government owned and operated free website that centralizes information about grant recipients. Upon successful registration with SAM, the Subrecipient will be assigned an Unique Entity Identifier (UEI).
4. **Non-Supplanting:** The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

5. **Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent as a change request shall be sent as a "Program Revision" through the "Subaward Adjustment" component of WebGrants to the appropriate Internal Contact.
6. **Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.
7. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, The U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
8. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
9. **Reporting Potential Fraud, Waste, and Abuse:** The Subrecipient shall not make false statements or claims in connection with any funds subawarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:
- (a) Submitted a claim that violates the False Claims Act; or
 - (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward must be reported to the OIG by one of the following methods:

Mail: Office of Inspector General
 U.S. Department of Justice, Investigations Division
 1425 New York Avenue, N.W., Suite 7100
 Washington, D.C. 20530

Online: <https://oig.justice.gov/hotline/contact-grants.htm>

DOJ OIG Fax: (202) 616-9881

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS by one of the following methods:

Mail: Missouri Department of Public Safety
Office of the Director
Attn: CJ/LE Unit
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

DPS Fax: (573) 751-5399

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

10. **Non-Disclosure Agreements:** The Subrecipient understands it cannot require any employee or subcontractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department, the Missouri Department of Public Safety, or other agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the Subrecipient, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

In accepting this subaward, the Subrecipient:

- (a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
- (b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.

11. **Protection from Reprisal for Disclosures:** The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under

this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.

12. **Lobbying**: The Subrecipient understands and agrees that, in general, it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures the following:

- (a) No federal appropriated funds may be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting 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 the making of any federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- (b) If the Subrecipients request for federal funds is in excess of \$100,000, and any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities” in accordance with its instructions.
13. **Fair Labor Standards Act**: All Subrecipients of federal funds will comply with the minimum wage and maximum hour’s provisions of the Federal Fair Labor Standards Act.
14. **Employment of Unauthorized Aliens**: Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor’s employees are lawfully present in the United States.

15. **Employment Eligibility Verification**: The Subrecipient assures that it properly verifies the employment eligibility of individuals who are being hired, consistent with the provisions of 8 U.S.C. § 1324a (a) (1) and (2). As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), the Subrecipient agrees to maintain records of all employment eligibility verifications pertinent to compliance with this provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

- (e) Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Mail: Missouri Department of Public Safety
Office of the Director
Attn: CJ/LE Unit
P.O. Box 749
1101 Riverside Drive
Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

21. **Computer Networks:** The Subrecipient understands and agrees that funds subawarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement- or victim assistance-related activity.
22. **Noninterference with Federal Law Enforcement:** The Subrecipient understands that it may not prohibit or in any way restrict any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a). The Subrecipient further understands that it may not prohibit or in any way restrict a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. § 1373(b) or 1644.
23. **Public Disclosure of Certain Law Enforcement Sensitive Information:** The Subrecipient understands that no funds from this subaward may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. § 1071 or 1072 or of 8 U.S.C. § 1324(a).

24. **Noninterference with Federal Interrogation of Certain Aliens:** Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. § 1357(a), under which certain federal officers and employees “have power without warrant...to interrogate any alien or persons believed to be an alien as to his right to be or to remain in the United States,” and 8 C.F.R. 287.5(a), under which that power may be exercised “anywhere in or outside the United States”, the Subrecipient understands it shall not interfere with the exercise of that power to interrogate “without warrant” (by agents of the United States acting under color of federal law) by impeding access to any State or local government correctional facility by such agents for the purpose of “interrogating any alien or person believed to be an alien as to his or her right to be or to remain in the United States”.
25. **Noninterference with Notice of Scheduled Release:** Consonant with federal law enforcement statutes, including 8 U.S.C. § 1231 (for an alien incarcerated by a State or local government, a 90-day “removal period” during which the federal government “shall” detain and then “shall” remove an alien from the U.S. “begins” no later than “the date the alien is released from...confinement”; also the federal government is expressly authorized to make payments to a “State or a political subdivision of the State...with respect to the incarceration of [an] undocumented criminal alien”); 8 U.S.C. § 1226 (the federal government “shall take into custody” certain criminal aliens “when the alien is released”); and 8 U.S.C. § 1366 (requiring an annual DOJ report to Congress on “the number of illegal alien [felons] in Federal and State prisons” and programs underway “to ensure the prompt removal” from the U.S. of removable “criminal aliens”), the Subrecipient understands it shall not interfere with the “removal” process by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if the Subrecipient receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

Civil Rights:

1. **Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.
2. **Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, DOJ’s Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
3. **Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). “Meaningful access” will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov/>.
4. **Equal Employment Opportunity Plan (EEO):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., and DOJ’s Equal Employment Opportunity Program (EEO) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from

or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

2. **Release of Funds:** The Subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the Subrecipient Authorized Official and Subrecipient Project Director and returned to the Missouri Department of Public Safety for final review and signature by the Director or his/her designee.
3. **Duplicative Funding:** The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.
4. **OJP Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
5. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the "JAG Solicitation". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.
6. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "JAG Solicitation". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
7. **Program Income:** The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a result of this subaward shall be expended during the life of the project period, unless otherwise stated.
8. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the "DPS Financial and Administrative Guidelines" and identified here:
 - (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.

- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
 - (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
 - (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
 - (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
 - (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.
9. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
10. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
11. **Debarment/Suspension:** The Subrecipient certifies, pursuant to non-procurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
 - (c) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at ojpcompliance@usdoj.gov, and, after such disclosure, the Subrecipient has received a specific written determination

from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;

- (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
 - (e) Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.
12. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.
13. **Compensation:** The Subrecipient understands that federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. (The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
14. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.
- In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.
15. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

Programmatic:

1. **Uniform Crime Reporting (UCR):** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
2. **Vehicle Stops:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement 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.

3. **Federal Equitable Sharing Funds:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement 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.
4. **Custodial Interrogations:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement 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.
5. **DWI Law – Law Enforcement:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
6. **DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor’s office or municipal prosecutor’s office, its county prosecutor’s office or municipal prosecutor’s office is in compliance with Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
7. **Police Use of Force Transparency Act of 2021:** The subrecipient certifies they are in compliance with the Section 590.1265 RSMo. Use of force incidents reporting standards and procedures, publication of report data, analysis report.
8. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the “JAG Solicitation”. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
9. **Printed Materials:** The Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from the activities of this subaward shall contain the following (or similar) statement: “This project was supported by the Office of Justice Programs, U.S. Department of Justice’s JAG Formula Grant Program administered by the Missouri Department of Public Safety, Office of the Director. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the State or the U.S. Department of Justice.”
10. **Breach of Personally Identifiable Information:** The Subrecipient assures it has written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the activities of this subaward or (2) uses or operates a “Federal information system” (OMB Circular A-130). The Subrecipients breach procedures must include a requirement to report actual or imminent breach of PII to the Missouri Department of Public Safety, Office of Director no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. **Body Armor:** The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of The Bureau of Justice Assistance (BJA)'s Bulletproof Vest Partnership (BVP) Program. Further, the Subrecipient understands that body armor purchased with JAG 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 JAG funds must be made in the United States.
12. **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. Per BJA, there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. **The Subrecipient is required to submit copy of such policy to the Missouri Department of Public Safety at the time of application.**
13. **Body-Worn Cameras:** The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used to purchase body-worn cameras but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).
14. **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. [BJA's Body-Worn Camera (BWC) Toolkit, which can be found online at <https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview>, provides model BWC policies and best practices to assist departments in implementing BWC programs.] **The Subrecipient is required to submit copy of such policy(s) to the Missouri Department of Public Safety at the time of application.**
15. **Criminal Intelligence Systems:** The Subrecipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.
16. **Duplication of Networks:** The Subrecipient assures that all equipment/software requested and purchased under this subaward must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.
17. **Mitigation Plan:** The Subrecipient agrees to fully comply with the Missouri Department of Public Safety's *Mitigation Plan for Clandestine Methamphetamine Laboratory Enforcement Operations*, where such grant-funded project is for a drug task force. No monies from this subaward may be obligated to support methamphetamine lab operations unless the Subrecipient agrees to this special condition and fully participates in implementation of the *Mitigation Plan*.
18. **NEPA:** The Subrecipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, the Subrecipient agrees to first determine if any of the following activities will be funded by the

grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Subrecipient agrees to contact the Missouri Department of Public Safety, Office of Director.

The Subrecipient understands this condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity being conducted by the Subrecipient or any third party, and the activity needs to be undertaken in order to use these grant funds, this condition must first be met. The activities covered by this condition are:

- A. New construction;
- B. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- C. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- D. Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
- E. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the U.S. Department of Justice, Office of Justice Programs, and BJA.



Missouri Department of Public Safety

Application

146700 - 2022 Local Law Enforcement Block Grant (LLEBG) - Final Application

146960 - Decision Based Training

Local Law Enforcement Block Grant (LLEBG)

Status: Editing

Submitted
Date:

Submitted
By:

Applicant Information

Primary Contact:

Name:*	Officer Title	Adam First Name	Swon Last Name
Job Title:*	Community Policer Officer		
Email:*	Aswon@moberlypd.com		
Mailing Address:*	300 n Clark		
Street Address 1:			
Street Address 2:	300 n Clark		
*	MOBERLY City	Missouri State/Province	65270 Postal Code/Zip
Phone:*	660-651-8728		Ext.
Fax:	660-263-0346		

Organization Information

Applicant Agency:*	Moberly, Police Department		
Organization Type:*	Government		
Federal Tax ID#:*	436002348		
DUNS #:	080020845		
Unique Entity ID:*	ZFDYKNHMPTK9		
SAM/CCR CAGE Code:	6SBK1	09/29/2021 Valid Until Date	
Organization Website:	www.moberlypd.com		
Mailing Address:*	300 N. Clark Street		
Street Address 1:			
Street Address 2:			

City*	Moberly City	Missouri State/Province	65270 Postal Code/Zip	5211 + 4
County:*	Randolph			
Congressional District:*	09			
Phone:*	660-263-0346			Ext.
Fax:	660-263-8540			

Contact Information

Authorized Official

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract and is generally the applicant's elected or appointed chief executive. For example:

- If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official
- If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official
- If the applicant agency is a State Department, the Director shall be the Authorized Official
- If the applicant agency is a college/university, the University President (or Campus Chancellor, if applicable) shall be the Authorized Official.

If a designee is being utilized to authorize the application, the Missouri Department of Public Safety (DPS) reserves the right to request documentation that indicates the designee has the authority to legally bind the applicant into a contract in lieu of the Authorized Official at the time of application submission.

The above list is not an all-inclusive list. If you do not fall into the above listed categories, or if you are unsure of who the Authorized Official is for your agency, please contact the Missouri Department of Public Safety at (573) 522-6125.

Name:*	Mayor	Jerry	Jefferey
	Title	First Name	Last Name

Job Title:* Mayor

Agency:* City of Moberly

Mailing Address:* 101 W Reed
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1: If a PO Box is entered on the Mailing Address line, enter the physical street address here. Do not repeat the mailing address!

Street Address 2:

City/State/Zip:*	Moberly	Missouri	65270
	City	State	Zip

Email:* jerry.jeffrey@wfafinet.com

Phone:* 660-269-8705
Ext.

Fax: 660-269-8705

Project Director

The Project Director is the individual that will have direct oversight of the proposed project. The Project Director, therefore, must be the Chief, Sheriff, Director, etc. of the law enforcement agency.

Name:*	Chief	Troy	Link
	Title	First Name	Last Name

Job Title:* Police Chief

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Agency:* Moberly Police Dept

Mailing Address:* 300 N Clark
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1: If a PO Box is entered on the Mailing Address line, enter the physical street address here. Do not repeat the mailing address!

Street Address 2:

City/State/Zip:* Moberly Missouri 65270
City State Zip

Email:* tlink@moberlypd.com

Phone:* 660-263-0346
Ext.

Fax: 660-263-8540

Fiscal Officer

The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level (e.g. City Clerk, County Treasurer, Director of Finance). The project Director and Fiscal Officer cannot be the same person.

Name:* Mr Greg Hodge
Title First Name Last Name

Job Title:* City Financial Director

Agency:* City of Moberly

Mailing Address:* 101 W Reed
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1: If a PO Box is entered on the Mailing Address line, enter the physical street address here. Do not repeat the mailing address!

Street Address 2:

City/State/Zip:* Moberly Missouri 65270
City State Zip

Email:* gregh@cityofmoberly.com

Phone:* 660-269-8705
Ext.

Fax 660-269-4992

Officer in Charge

The Officer in Charge is the individual that will act as the supervisor or commander of the proposed project, if different than the Project Director listed above. This individual will be the primary contact for day-to-day questions regarding the grant project and operations.

Name: Officer Adam Swon
Title First Name Last Name

Job Title:

Agency: Moberly Police Dept

Mailing Address: 300 n Clark
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

Street Address 1: If a PO Box is entered on the Mailing Address line, enter the physical street address here. Do not repeat the mailing address!

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Street Address 2:

City/State/Zip: MOBERLY Missouri 65270
City State Zip

Email: Aswon@moberlypd.com

Phone: 660-651-8781 Ext.

Fax: 660-651-8540

Law Enforcement Agency Information

Row
Name of the Project Agency (law enforcement department):
Originating Agency Identifier (ORI):

Eligibility Requirements

1. Is the project agency in compliance with Section 590.650 RSMo - Vehicle Stops Reporting?

Yes
* Per Section 590.650 RSMo agencies are required to submit their reports to the Missouri Attorney Generals Office by March 1st of each year. Agencies that submitted by the late submission date of March 15th may be eligible for funding but will not take priority over agencies that submitted on time.

2. Is the project agency in compliance with Section 590.700 RSMo? - (Agencies are required to adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit felony crimes as outlined in subsection 2 of Section 590.700 RSMo)

Yes

3. Is the project agency in compliance with Section 43.544 RSMo - (each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository)

Yes

4. Is the project agency in compliance with Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021?

Yes
* For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months since January 1, 2022

5. Is the project agency in compliance with Section 43.505 RSMo Uniform Crime Reporting - Missouri Incident-Based Reporting System MIBRS (each law enforcement agency is

Yes
* For purposes of grant eligibility, law enforcement agencies will be considered non-compliant if they have not submitted MIBRS reports for three or more months since January 1, 2022

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)

6. Is the project agency in compliance with Section 590.030 RSMo - Rap Back Program Participation (all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and 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)

Yes

Ineligible Applicants

2022 LLEBG Notice of Funding Opportunity

7. Is the applicant agency listed on Appendix A of the Notice of Funding Opportunity?

No

The "applicant agency" for an LLEBG project must be the agency's respective unit of government. The "project agency" must be the respective law enforcement department.

Project Details

Project Description:

Make sure to list all items that will be included on the budget including quantity.

1. What items are you requesting to purchase?*

The Moberly Police Department is asking for partial funding for 5 interactive target bases which form the ShotBot system. The Moberly Police Department is asking for \$9500 of funding and would provide the additional funding of \$6,075

List all items that will be included on the budget including quantity.

2. Why are the item(s) listed in question 1 needed?*

Police use of force in regards to firearms training has historically focused on the mechanics of how we shoot. Recently the courts have begun why and when we use firearms as a use of force tool.

Shotbot is a remote controlled [redacted] that allows decision making to be integrated into a firearms training session. This [redacted] a trainer to provide a target that is either a threat or non-threat on command. This makes the student go through the threat recognition and

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assessment process.

ShotBot can also be used as a tool for non-firearms related training such as active threats or building clearing. ShotBot's mobility allows it to provide scenario based use of force training where normal live firearms can't be used.

(why is the agency lacking the requested items, why does the agency need the grant funding for the requested items)

3. Number of officers in your department:* 27

4. Number of patrol vehicles utilized by the department:* 13

5. Do the requested items increase officer Safety?* Yes

5.a.i If yes, explain how each item increases officer safety. The ShotBot system increases Officer safety by allowing the officers to train for some of the same decision making problems they may encounter in the field. This allows them to prepare a plan and act based on informed decision making processes.

6. Do the requested items help to combat violent crime through information sharing?* No

7. If available, provide examples of how the lack of equipment has affected the officers/department:* N/A

8. Are the requested items replacing items the agency currently has?* No

9. Do the requested items require specialized training?* Yes

9.a If yes, please explain how/when training has/will be provided. The system does require some basic training for programming the target bases as well as best utilizing them. This training is provided by the manufacturer as part of the initial costs.

10. How often will the requested items be used?* Monthly

10.a Explain your response to question #10:* These bases would be used for annual firearms training, SWAT training sessions as well as any regional training events such as an active threat training that Moberly PD hosts. Moberly PD has in the the last years hosting several Multi-jurisdictional training events to departments from through out Missouri.

11. Do the requested items include body cameras? * No

12. Do the requested items include Body Armor? * No

Audit Details

13. Has the Applicant Agency exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year?:**

Yes

If the applicant agency exceeded the federal expenditure threshold in their last fiscal year, they must have their Single Audit or Program Specific Audit completed and submitted to the DPS within nine (9) months after the end of the audited fiscal year.

14. Date last audit completed:MM/DD/YYYY* 06/30/2022

If an agency has never had an audit, please enter the date of their last annual financial statement.

15. By checking this box the applicant agency understands they are required to upload a copy of the agencies most recent completed audit (or annual financial statement) in the Named Attachments section of this application:* Yes

Risk Assessment:

16. Does the applicant agency have new personnel that will be working on this award?:* No

17. Does the applicant agency have a new fiscal or time accounting system that will be used on this award?:* No

18. Does the applicant agency receive any direct Federal awards?:* No

19. Did the applicant agency receive any Federal monitoring on a direct federal award in their last fiscal year?:* N/A

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

2022 LLEBG Certified Assurances

20. By checking this box, I have read and agree to the terms and conditions of this grant:* Yes

In order to be considered eligible for funding, the correct Authorized Official must be designated and have knowledge of the certified assurances associated with this funding opportunity. If the incorrect Authorized Official is listed in number 21 on the application, the application may be deemed ineligible for funding. The Authorized Official is the individual who has the authority to legally bind the applicant into a contract and is generally the applicant's elected or appointed chief executive. For example:

- If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official
• If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official
• If the applicant agency is a State Department, the Director shall be the Authorized Official
• If the applicant agency is a colleg/university, the University President (or Campus Chancellor, if applicable) shall be the Authorized Official

If a designee is being utilized to authorize the application, the Missouri Department of Public Safety (DPS) reserves the right to request documentation that indicates the designee has the authority to legally bind the applicant into a contract in lieu of the Authorized Official at the time of application submission.

The above list is not an all-inclusive list. If you do not fall into the above listed categories, or if you are unsure of who the Authorized Official is for your agency, please contact the Missouri Department of Public Safety at (573) 522-6125.

21. Authorized Official Name and Title:* Mayor Jerry Jeffrey

22. Name and Title of the person completing this application in WebGrants:* Officer Adam J Swon

26. Date:*

11/11/2022

Radio Interoperability

Refer to the Radio Interoperability Guidelines for reference to a list of radios certified as meeting the P25 standard by the Missouri Department of Public Safety, and certified to operate on the MOSWIN by the manufacturer.

1. Are you applying for interoperable communications equipment? No

Budget

Line Name:	Budget Category	Line Description:	Quantity:	Unit Cost:	Requested Grant Amount:
5 ShotBot bases package	10. Equipment	5 target bases, advanced controller, training, warranty, repair parts and shipping	1.0	\$9,500.00	\$9,500.00

Equipment Justification

Justification:

The Shotbot system includes 5 target bases which are remote controlled and programable. Each base functions by presenting a threat, non-threat or no target(edge) to the student. The package also includes a 6 channel controller that has multiple programs and operates at up to 600m from the target base. This package also includes a sixth base that may be used as is or saved for replacement or repair parts. ShotBot is a company based out of Columbia MO and provides service directly to its users as part of its warranty.

The package cost was bid at \$15575 package for all components and service. We are asking for \$9500 in grant money with the City of Moberly providing the additional funding for purchase.

The ShotBot system will be used by the Moberly Police Department in Use of Force Training, Firearms training and Decision making training. Such as Active threat scenario based trainings. It will also be offered regionally as a resource to other departments. Moberly Police Department has already written and obtained Missouri POST approval for a firearms course that uses ShotBot.

This ShotBot package is a new product to the Moberly Police Department. Providing Use of Force and Decision Making when and how to use force is difficult. This product bridges the gap between static range based training and seperate large scale scenario based training. Because of that it should allow for more training time for our officers.

Budget Totals

City of Moberly City Council Agenda Summary

Agenda Number: #16.

Department: Fire

Date: November 21, 2022

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Authorizing Application For A Fire Protection Grant.

Summary: The grant application would be to purchase thermal imaging cameras for the replacement of obsolete/outdated cameras the department currently has. These new pieces of equipment would be a vital improvement for the safety of our firefighters and our citizens. This equipment can be used for a variety of purposes including, but not limited to victim search and rescue at fire scenes; locating potential electrical shortages; searching for lost individuals; and others. The cost estimate of the new equipment would be approximately \$30,000.00 with a 50% match required. The Federal share of this grant would be approximately \$15,000.00 and the City of Moberly's share would be approximately \$15,000.00. The grant is due on December 5, 2022.

Recommended

Action: Approve the request.

Fund Name: Grant Match Funds

Account Number: 100.008.5505

Available Budget \$: \$0.00

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__ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M__ S__ Brubaker	<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__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING APPLICATION FOR A FIRE PROTECTION GRANT.

WHEREAS, the Moberly Fire Department has an opportunity to apply for a Fire Protection Grant offered through the Missouri Department of Public Safety and funded through the American Rescue Plan Act and the State and Local Fiscal Recovery Fund; and

WHEREAS, the grant, if awarded, funds fifty (50%) per cent of a purchase with a cap of \$20,00.00; and

WHEREAS, the Fire Department intends to apply for grant funding of replacement thermal imaging cameras which will cost approximately \$30,000.00 of which the grant will pay approximately \$15,000.00; and

WHEREAS, City staff requests authority to prepare and submit the grant application.

NOW, THEREFORE, BE IT RESOLVED this 21st day of November, 2022, by the City Council for the City of Moberly, Missouri, that City staff is to prepare and submit an application 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:

Shannon Hance, MRCC, City Clerk



SENTINEL EMERGENCY SOLUTIONS
2900 TELEGRAPH RD.
ST. LOUIS MO 63125

sales@sentineles.com
 800.851.1928
 314.939.1999

PROPOSAL

Date	Quote #
11/16/2022	7274

Bill To:
Moberly Fire Department 310 North Clark Street Moberly, MO 65270

Ship To
Moberly Fire Department 310 North Clark Street Moberly, MO 65270 Chief Ryan

Terms	Rep	Proposal Good Throu...	Freight	Submitted by
Net 20	KB	30 Days	Not Included	Rm

Qty	Item	Vendor	Description	Cost	Total Sale Price
2	TXSBUNDLE	Bullard	Bullard Thermal imaging camera Style: TXS Color: YELLOW A CLEAR IMAGE WITH ONE TOUCH: 3.5" display 320x240 pixel resolution TXS Thermal Imager (Yellow), one XS Dual Charger Truck Mount, two batteries, one retractable lanyard	3,150.00	6,300.00
1	SPECIAL ORDER	Bullard	PT# XSBATT TXS rechargeable Li-ion battery	120.00	120.00
3	QXTBUNDLE	Bullard	QXT thermal imaging camera bundle with a wireless truck mounted charger....Weight 2.4 pounds..Resolution 320 x 240 ..Ultra-fast 60 Hertz image update rate..3.5"Bright LCD display..Industry leading self contained LiON battery..IP67 Water resistance com...	7,015.00	21,045.00
3	XTETT	Bullard	QXT Thermal Imager with Black Lower and Red Upper housing with XTTRUCKMOUNT QXT or NXT Electronic Thermal Throttle..This function is used to differentiate temperature less than 500 degrees	337.50	1,012.50
3	XTRETRACT	Bullard	QXT RETRACTABLE LANYARD	62.50	187.50

THANK YOU for the opportunity to quote this.
 We appreciate your business.

Total	\$28,665.00
--------------	--------------------



Heiman Fire Equipment Inc.
 2320 N. W. Blvd.
 Ashton, Iowa 51232-7096
 (712) 724-6212 **Fax** (712) 724-6474

QUOTE

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 11/9/2022
 Customer # 5007
 Rep Les Hinnen
 PO # _____

Qty	Description	Unit Price	TOTAL
3	Bullard QXT thermal imager Bundle w/ Thermal Throttle Includes truck charger and 1 lanyard	\$7,575.00	\$22,725.00
2	Bullard TXS Bundle thermal imager TXS Thermal Imager, XS Dual charger, two batteries and 1 lanyard	\$3,499.00	\$6,998.00
1	TXS rechargeable Li-ion battery	\$141.00	\$141.00

SubTotal \$29,864.00

Shipping & Handling NO Charge

Taxes _____

TOTAL \$29,864.00

Payment Details

- ORDER
- INVOICE
- QUOTE

Les Hinnen
660-973-1189

 Chillicothe, MO 64601

Office Use Only



**SFY 2023 American Rescue Plan Act (ARPA)
State and Local Fiscal Recovery Funds (SLFRF)
Fire Protection Grant (FPG)
Notice of Funding Opportunity (NOFO)**

Grant Issued By:

U.S. Department of the Treasury

Grant Issued Through:

Missouri Department of Public Safety

Assistance Listing:

21.027

Funding Opportunity Title:

American Rescue Plan Act (ARPA) – State and Local Fiscal Recovery Funds (SLFRF) – Fire Protection Grant (FPG)

Introduction:

The Missouri Department of Public Safety is pleased to announce the funding opportunity for the ARPA SLFRF Fire Protection Grant (FPG). This state administered, but federally funded program, is made available through the U.S. Department of the Treasury and appropriated through Missouri House Bill 3020 Section 20.150.

Program Description:

The Missouri Department of Public Safety (DPS) collaborates with state and local fire protection entities to provide a proactive approach for the public safety of Missourians.

The purpose of the ARPA SLFRF FPG is to provide grant funding for fire protection entities for fire protection/service activities. Fire protection entities include fire departments as defined in [section 320.200\(3\) RSMo](#) as an agency or organization that provides fire suppression and related activities, including, but not limited to, fire prevention, rescue, emergency medical services, hazardous material response, or special operation to a population within a fixed and legally recorded geographical area. The term fire department shall include any municipal fire department or any fire protection district as defined in [section 321.010 RSMo](#), or voluntary fire protection association as defined in [section 320.300 RSMo](#), engaging in this type of activity.

Period of Performance: 5 months

Projected Period of Performance Start Date: 12/01/2022

Projected Period of Performance End Date: 04/30/2023

Funding Instrument: Grant

Maximum Award: \$20,000.00 Federal share per applicant agency

Match Requirement: 50% Cash (Hard) Match or In-kind (Soft) Match

For example, if the total cost of the project is \$40,000.00, the subrecipient match share of 50% would be \$20,000.00 and the federal share of 50% would be \$20,000.00.

In-kind (soft match) must be directly related to the project and may be retroactive to March 2020.

Local ARPA funds may be utilized to match ARPA SLFRF FPG funds.

Eligible Applicants:

Missouri fire protection entities

Fire protection entities include fire departments as defined in [section 320.200\(3\) RSMo](#) as an agency or organization that provides fire suppression and related activities, including, but not limited to, fire prevention, rescue, emergency medical services, hazardous material response, or special operation to a population within a fixed and legally recorded geographical area. The term fire department shall include any municipal fire department or any fire protection district as defined in [section 321.010 RSMo](#), or voluntary fire protection association as defined in [section 320.300 RSMo](#), engaging in this type of activity.

To be eligible for ARPA SLFRF FPG funding, the applicant agency must be compliant with the following statutes:

- [Section 320.271 RSMo](#)– Fire Department Registration**
Pursuant to [section 320.271 RSMo](#), All fire protection districts, fire departments, and all volunteer fire protection associations as defined in section 320.300 shall complete and file with the state fire marshal within sixty days after January 1, 2008, and annually thereafter, a fire department registration form provided by the state fire marshal.

Ineligible Applicants:

- Agencies that are not fire protection entities as defined in [section 320.200\(3\) RSMo](#).
- Agencies that are not compliant with the above listed statutes
- State agencies

Eligible Cost Items:

The Missouri Department of Public Safety's objective in awarding ARPA SLFRF FPG funding for fire protection entities is to support fire protection/service activities in the state of Missouri. Eligible costs may support personnel, benefits, travel/training, equipment, supplies, and/or contractual expenses. Some equipment items related to fire protection/service activities have specific requirements to be eligible for funding. Those with specific requirements are listed below. Please note, the items listed below are not the only eligible equipment items.

Turnout Gear

Agencies seeking funding for turnout gear must have a policy to document cleaning and maintenance processes and procedures for turnout gear. Subrecipients of funding for turnout gear must supply the Missouri Department of Public Safety with a copy of such policy(s) and procedure(s) at the time of claim submission.

Interoperability Equipment (Portables/Handhelds, Mobiles, Repeaters, Base Stations, etc.)

Investments in emergency communications systems and equipment must meet applicable [SAFECOM Guidance](#). All radios must meet the Missouri Department of Public Safety, Office of the Director, Criminal Justice/Law Enforcement (CJ/LE) Unit, Office of Homeland Security (OHS) [Radio Interoperability Guidelines](#). The Missouri Interoperability Center (MIC) will review all communications equipment applications to ensure they comply with the [Radio Interoperability Guidelines](#). Applications that do not meet these guidelines will not be eligible for funding.

NOTE: Agencies seeking any type of radio or radio-related accessory are encouraged to contact the Missouri Interoperability Center by phone at (573) 522-1714, (855) 466-7946 or by email at moswin.sysadmin@dps.mo.gov to ensure compliance with the Radio Interoperability Guidelines and the appropriate communication devices are purchased for the department's needs. The Missouri Interoperability Center staff can also provide helpful information regarding the department's ability to access the MOSWIN and how to articulate such within the grant application.

Unallowable Cost Items:

- Firearms
- Ammunition
- Less Lethal Weapons
- Lobbying
- Fundraising
- Corporate Formation
- State and Local Sales Taxes
- Aircraft

- Military-Type Equipment
- Interoperability equipment that is not compliant with the Missouri Statewide Interoperability Network (MOSWIN) and Radio Interoperability Guidelines.

Application and Submission Information:

- 1. Applications will only be accepted through the Missouri Department of Public Safety (DPS) online WebGrants System: <https://dpsgrants.dps.mo.gov/index.do>**
- 2. Key Dates and Times**
 - a. Application Start Date:** November 4, 2022
 - b. Application Submission Deadline:** December 5, 2022
- 3. Agreeing to Terms and Conditions of the Award**

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

A PowerPoint with instructions on how to apply through the WebGrants System will be available on the Missouri Department of Public Safety website, at the following link under Grant Applications and Forms, ARPA SLFRF FPG
<https://dps.mo.gov/dir/programs/ohs/grantstraining/>.

As part of the ARPA SLFRF FPG application, eligible applicants must complete all application forms and provide all required documentation:

- 1. Contact Information Form**
- 2. Project Form**
- 3. Interoperable Communications Form**
- 4. Budget**
- 5. Named Attachments**
 - a. Audit/Financial Statement (REQUIRED)**
 - b. Federal Fund Schedule (REQUIRED, if not included in Audit)**
 - c. Quote or Cost Basis**
 - d. Turnout Gear Maintenance Policy**
 - e. Other Supporting Documentation**
 - f. Other Supporting Documentation**

Contact Information:

Additional information and resources can be located on the Missouri Department of Public Safety website: <https://dps.mo.gov/dir/programs/ohs/grantstraining/>.

WebGrants System, application submission site: <https://dpsgrants.dps.mo.gov/index.do>

Missouri Department of Public Safety Contacts:

Grant Specialist – Chelse Dowell
(573) 751-3879

Chelse.Dowell@dps.mo.gov

Grants Supervisor – Chelsey Call
(573) 526-9203

Chelsey.Call@dps.mo.gov

DPS Grants Program Manager – Joni McCarter
(573) 526-9020

Joni.McCarter@dps.mo.gov

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: City Clerk
 Date: November 21, 2022

#17.

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

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

Recommended Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget : N/A

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$406,733.55.

WHEREAS, the funds are to be disbursed as follows.

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$75,361.25.

SECTION 2: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$3,152.92.

SECTION 3: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$110,789.02.

SECTION 4: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$15,728.68.

SECTION 5: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$26,598.26.

SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$22,249.02.

SECTION 7: There is hereby appropriated out of the **Veteran Memorial Flag Project Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$263.58.

SECTION 8: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$60,312.31.

SECTION 9: There is hereby appropriated out of the **2021 EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$75.00.

SECTION 10: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$4,052.72.

SECTION 11: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$74,323.10.

SECTION 12: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$1,185.89.

SECTION 13: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$130.00.

SECTION 14: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due November 21, 2022, in the amount of \$12,511.80.

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

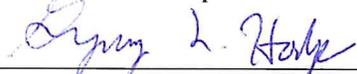
RESOLVED this 21st day of November 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

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

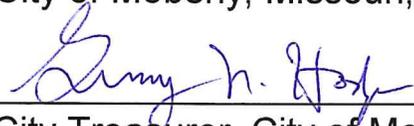


City Treasurer, City of Moberly, Missouri

**EXPENSES PAID NOVEMBER 4 - NOVEMBER 21, 2022 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
NOVEMBER 21, 2022 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	75,361.25
Payroll Fund	\$	3,152.92
Solid Waste Fund	\$	110,789.02
Heritage Hills Golf Course Fund	\$	15,728.68
Parks and Recreation Fund	\$	26,598.26
Airport Fund	\$	22,249.02
Veteran Memorial Flag Project Fund	\$	263.58
Utilities OP & Maintenance Fund	\$	60,312.31
2021 EDA Grant Projects Fund	\$	75.00
Emergency Telephone Fund	\$	4,052.72
Transportation Trust Fund	\$	74,323.10
Street Improvement Fund	\$	1,185.89
Downtown CID Sales Tax Fund	\$	130.00
Downtown CID Property Tax Fund	\$	12,511.80
Total	\$	406,733.55

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.



City Treasurer, City of Moberly, Missouri

11/18/2022

Date

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

Check Number	Check Issue Date	Vendor Number	Payee	Amount
0	11/21/2022	10169	ENTERPRISE FLEET MANAGEMENT TRUST	4,422.95
0	11/21/2022	10359	MOBERLY AREA ECONOMIC DEVELOPMENT COR	6,000.00
0	11/21/2022	10559	WEX BANK	17,182.11
91772	11/10/2022	93933	A STROKE OF MAGIC	.00 V
91773	11/10/2022	10018	AFLAC GROUP INSURANCE	1,196.46
91774	11/10/2022	94293	BEAL, CARLA	13.55
91775	11/10/2022	10112	CHEMCO INDUSTRIES INC	264.04
91776	11/10/2022	95298	DERRICK, B FEE	6,500.00
91777	11/10/2022	95341	DILLE CRANE SERVICE	675.00
91778	11/10/2022	10154	DIVISION OF EMPLOYMENT SECURITY	2,240.00
91779	11/10/2022	10172	EVERTS, MATT	253.58
91780	11/10/2022	96184	HAUSER ELECTRIC CO INC	100.00
91781	11/10/2022	10612	HQ REAL ESTATES LLC	250.00
91782	11/10/2022	10315	MFA INCORPORATED	464.05
91783	11/10/2022	10476	SOCKET	2,705.34
91784	11/10/2022	10607	T-MOBILE	1,504.13
91785	11/10/2022	10635	TRAMONTIN ROD	60.68
91786	11/10/2022	10521	UNITED RENTALS NORTH AMERICA INC	5,632.38
91787	11/10/2022	10546	WASTE MANAGEMENT SOLUTIONS	69,448.76
91788	11/10/2022	93933	A STROKE OF MAGIC	500.00
91789	11/21/2022	10013	ABAN PEST CONTROL INC	215.00
91790	11/21/2022	10018	AFLAC GROUP INSURANCE	1,196.46
91791	11/21/2022	10027	AMAZON CAPITAL SERVICES	976.34
91792	11/21/2022	10034	ARAMARK UNIFORM SERVICES	939.10
91793	11/21/2022	10036	ARISTA INFORMATION SYSTEMS INC	3,169.97
91794	11/21/2022	10044	AT&T 5001	3,965.31
91795	11/21/2022	10046	ATCO INTERNATIONAL	224.60
91796	11/21/2022	10052	AVIATION FUEL PRODUCTS	141.64
91797	11/21/2022	10054	AZAVAR	386.11
91798	11/21/2022	10056	BACKGROUND INVESTIGATION BUREAU LLC	22.45
91799	11/21/2022	10080	BOB'S TIRE LLC	40.00
91800	11/21/2022	94468	BOTKINS TRUCKING LLC	739.60
91801	11/21/2022	94593	BROWNFIELD OIL CO INC	156.00
91802	11/21/2022	10095	BUTLER SUPPLY INC	462.93
91803	11/21/2022	10636	CARTER ROB	200.00
91804	11/21/2022	10121	COE EQUIPMENT	2,244.08
91805	11/21/2022	10637	COMMUNITY SHOWCASE BANNERS LLC	795.00
91806	11/21/2022	10127	CORE & MAIN LP	3,661.76
91807	11/21/2022	10135	CULLIGAN WATER CONDITIONING	58.49
91808	11/21/2022	10138	CUNNINGHAM VOGEL & ROST PC	5,086.00
91809	11/21/2022	95205	DAVID ALLEN CONSTRUCTION	39,500.00
91810	11/21/2022	95349	DISCOUNT AUTO GLASS AND MUFFLE	150.00
91811	11/21/2022	10155	DMC CONCRETE CONSTRUCTION	19,058.60
91812	11/21/2022	10166	ENERGY SOLUTIONS PROFESSIONALS	13,468.00
91813	11/21/2022	10174	EVOQUA WATER TECHNOLOGIES LLC	9,748.06
91814	11/21/2022	10175	FARRIS DOOR & DECORATING LLC	80.00
91815	11/21/2022	10176	FASTENAL COMPANY	510.47
91816	11/21/2022	10599	FLETCHERS EXCAVATING LLC	475.00
91817	11/21/2022	10194	FUSION TECHNOLOGY LLC	1,539.59
91818	11/21/2022	10197	GALLS LLC	102.30
91819	11/21/2022	95960	GLASDON INC	5,786.80
91820	11/21/2022	10210	GULF STATES DISTRIBUTORS	830.00
91821	11/21/2022	96073	GWORCS	5,544.00

Check Number	Check Issue Date	Vendor Number	Payee	Amount
91822	11/21/2022	10216	HARDWIRE LLC	9,619.76
91823	11/21/2022	10638	HENDREN STEVEN	200.00
91824	11/21/2022	10249	INOVATIA LABORATORIES LLC	411.00
91825	11/21/2022	10601	JACKSON BROTHERS OF THE NORTH	197.35
91826	11/21/2022	10259	JOHN DEERE FINANCIAL	2,480.61
91827	11/21/2022	96895	KOWALSKI, MARILYN	200.00
91828	11/21/2022	10273	LAUBER MUNICIPAL LAW LLC	3,397.00
91829	11/21/2022	10275	LEON UNIFORM COMPANY	642.96
91830	11/21/2022	97039	LEXON INSURANCE CO	42,855.00
91831	11/21/2022	10586	MARTIN LOGISTICS LLC	500.00
91832	11/21/2022	10301	MATHESON TRI GAS INC	185.69
91833	11/21/2022	10316	MFA OIL COMPANY	1,169.16
91834	11/21/2022	10322	MIDWEST ENVIR CONSULTANTS INC	179.00
91835	11/21/2022	10357	MOBERLY AREA CHAMBER OF COMMERCE	100.00
91836	11/21/2022	10361	MOBERLY LUMBER INC	162.53
91837	11/21/2022	10362	MOBERLY MONITOR INDEX	505.00
91838	11/21/2022	10363	MOBERLY MOTOR COMPANY	162.72
91839	11/21/2022	10364	MOBERLY READY MIX C/O WARREN COUNTY CON	5,155.76
91840	11/21/2022	10374	NAPA AUTO PARTS OF MOBERLY	770.25
91841	11/21/2022	10377	NEWMAN SIGNS INC	380.96
91842	11/21/2022	10389	PALMATORY'S	459.61
91843	11/21/2022	10398	PEST PRO SOLUTIONS INC	65.00
91844	11/21/2022	10399	PETTY CASH	27.00
91845	11/21/2022	10401	PLUMB SUPPLY COMPANY-MOBERLY	108.73
91846	11/21/2022	10410	PRO PUMPING & HYDROJETTING LLC	4,343.00
91847	11/21/2022	10412	Q SECURITY SOLUTIONS LLC	223.00
91848	11/21/2022	10424	RANDOLPH COUNTY RECORDER	36.00
91849	11/21/2022	10426	REBARCO LLC	1,275.00
91850	11/21/2022	10444	SAFE PASSAGE	76.00
91851	11/21/2022	10459	SCHULTE SUPPLY INC	8,045.99
91852	11/21/2022	10485	STAPLES	35.75
91853	11/21/2022	99176	STOPSTICK LTD	595.00
91854	11/21/2022	10490	SUMNER ONE	288.10
91855	11/21/2022	10493	SWALLOW TROPHY & ENGRAVING	10.00
91856	11/21/2022	10503	THOMSON REUTERS-WEST	53.00
91857	11/21/2022	10640	TURNER LYNN	200.00
91858	11/21/2022	10529	USA BLUE BOOK	3,882.43
91859	11/21/2022	10533	VALIC	760.00
91860	11/21/2022	99747	WESTFALL COMPANY INC	451.00
91861	11/21/2022	10558	WETMORE, SCOTT	520.00
91862	11/21/2022	10565	WILLIS BROS INC	65,554.50
91863	11/21/2022	10566	WILLIS, MARK	9,100.00
91864	11/21/2022	10573	WOOGEDY LLC	55.00
91865	11/21/2022	10580	ZURCHER TIRE INC	408.00
Grand Totals:				406,733.55

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100.000.1601	309.79	.00	309.79
100.000.2000	146.63	75,507.88-	75,361.25-
100.000.2300	76.00	.00	76.00
100.000.2305	9,619.76	.00	9,619.76

GL Account	Debit	Credit	Proof
100.001.5200	34.88	.00	34.88
100.001.5211	36.09	.00	36.09
100.001.5406	386.11	.00	386.11
100.002.5200	39.65	.00	39.65
100.002.5211	36.09	.00	36.09
100.003.5200	34.89	.00	34.89
100.003.5211	36.09	.00	36.09
100.004.5404	53.00	.00	53.00
100.004.5700	8,483.00	.00	8,483.00
100.005.5200	34.89	.00	34.89
100.005.5203	13.55	.00	13.55
100.005.5205	351.15	8.45-	342.70
100.005.5211	144.36	.00	144.36
100.005.5212	195.00	.00	195.00
100.005.5418	7,583.71	.00	7,583.71
100.005.5810	100.00	.00	100.00
100.006.5211	36.09	.00	36.09
100.007.5107	278.28	.00	278.28
100.007.5200	19.94	.00	19.94
100.007.5205	3,559.81	8.45-	3,551.36
100.007.5206	491.98	.00	491.98
100.007.5208	25.00	.00	25.00
100.007.5211	824.09	.00	824.09
100.007.5220	830.00	.00	830.00
100.007.5308	572.00	.00	572.00
100.007.5311	595.00	.00	595.00
100.007.5406	35.00	.00	35.00
100.008.5107	84.99	.00	84.99
100.008.5205	1,948.30	8.45-	1,939.85
100.008.5211	255.29	.00	255.29
100.008.5309	540.51	.00	540.51
100.008.5403	344.98	.00	344.98
100.008.5406	72.45	.00	72.45
100.008.5813	51.47	.00	51.47
100.009.5200	490.95	.00	490.95
100.009.5205	5,214.75	8.45-	5,206.30
100.009.5206	315.92	.00	315.92
100.009.5211	267.31	.00	267.31
100.009.5300	75.18	.00	75.18
100.009.5309	4.24	.00	4.24
100.009.5310	63.90	.00	63.90
100.009.5311	23,149.48	112.83-	23,036.65
100.009.5406	35.00	.00	35.00
100.010.5211	75.61	.00	75.61
100.010.5311	54.98	.00	54.98
100.010.5406	475.00	.00	475.00
100.010.5813	25.80	.00	25.80
100.011.5200	197.35	.00	197.35
100.011.5406	35.00	.00	35.00
100.012.5211	36.09	.00	36.09
100.013.5211	988.62	.00	988.62
100.013.5308	11.00	.00	11.00
100.013.5403	3,024.13	.00	3,024.13
100.013.5802	2,240.00	.00	2,240.00
100.013.5813	594.38	.00	594.38
105.000.2000	.00	3,152.92-	3,152.92-
105.000.2603	3,152.92	.00	3,152.92

GL Account	Debit	Credit	Proof
110.000.2000	.00	110,789.02-	110,789.02-
110.000.2202	67,934.02	.00	67,934.02
110.033.5802	42,855.00	.00	42,855.00
114.000.2000	.00	15,728.68-	15,728.68-
114.000.5502	15,728.68	.00	15,728.68
115.000.2000	16.90	26,615.16-	26,598.26-
115.000.2200	800.00	.00	800.00
115.040.5200	16.22	.00	16.22
115.040.5204	412.52	.00	412.52
115.040.5211	75.61	.00	75.61
115.041.5200	607.07	.00	607.07
115.041.5204	472.78	.00	472.78
115.041.5205	1,392.92	8.45-	1,384.47
115.041.5206	60.68	.00	60.68
115.041.5207	73.54	.00	73.54
115.041.5211	111.70	.00	111.70
115.041.5302	341.17	.00	341.17
115.041.5311	113.26	.00	113.26
115.041.5406	626.00	.00	626.00
115.041.5502	13,468.00	.00	13,468.00
115.041.5507	1,091.23	.00	1,091.23
115.041.5813	757.76	.00	757.76
115.042.5211	39.52	.00	39.52
115.042.5300	27.93	.00	27.93
115.042.5311	83.78	.00	83.78
115.042.5406	66.00	.00	66.00
115.044.5200	199.01	.00	199.01
115.044.5202	30.00	.00	30.00
115.044.5204	106.32	.00	106.32
115.044.5211	72.18	.00	72.18
115.044.5212	900.00	.00	900.00
115.044.5406	25.00	.00	25.00
115.044.5507	424.89	.00	424.89
115.048.5200	24.96	.00	24.96
115.048.5205	76.39	8.45-	67.94
115.048.5206	246.97	.00	246.97
115.048.5211	123.30	.00	123.30
115.048.5300	55.86	.00	55.86
115.048.5311	247.59	.00	247.59
115.048.5406	91.00	.00	91.00
115.048.5502	3,354.00	.00	3,354.00
120.000.2000	.00	22,249.02-	22,249.02-
120.000.5200	163.14	.00	163.14
120.000.5211	166.38	.00	166.38
120.000.5300	17,000.00	.00	17,000.00
120.000.5311	4,693.65	.00	4,693.65
120.000.5406	179.00	.00	179.00
120.000.5813	46.85	.00	46.85
140.000.2000	.00	263.58-	263.58-
140.000.5200	263.58	.00	263.58
301.000.2000	33.83	60,346.14-	60,312.31-
301.110.5200	39.65	.00	39.65
301.110.5201	818.81	.00	818.81
301.110.5202	822.50	.00	822.50
301.110.5203	2,347.47	.00	2,347.47
301.110.5205	63.82	.00	63.82
301.110.5211	108.27	.00	108.27

GL Account	Debit	Credit	Proof
301.110.5308	21.00	.00	21.00
301.110.5403	3,714.48	.00	3,714.48
301.110.5700	36.00	.00	36.00
301.112.5205	3,575.03	8.46-	3,566.57
301.112.5206	569.24	.00	569.24
301.112.5211	208.11	.00	208.11
301.112.5213	7,926.19	.00	7,926.19
301.112.5309	126.78	.00	126.78
301.112.5310	11.05	.00	11.05
301.112.5311	2,610.45	.00	2,610.45
301.112.5313	1,716.84	.00	1,716.84
301.112.5314	9,100.00	.00	9,100.00
301.112.5412	19.25	.00	19.25
301.112.5507	849.53	.00	849.53
301.113.5200	264.04	.00	264.04
301.113.5205	607.10	8.46-	598.64
301.113.5206	90.98	.00	90.98
301.113.5211	225.67	.00	225.67
301.113.5300	224.60	.00	224.60
301.113.5309	162.72	.00	162.72
301.113.5311	3,422.44	.00	3,422.44
301.113.5316	136.97	.00	136.97
301.113.5406	500.00	.00	500.00
301.113.5507	883.06	.00	883.06
301.113.5813	38.48	.00	38.48
301.114.5203	451.00	.00	451.00
301.114.5205	1,721.06	8.46-	1,712.60
301.114.5207	9,748.06	.00	9,748.06
301.114.5211	219.50	.00	219.50
301.114.5216	459.99	.00	459.99
301.114.5303	775.00	.00	775.00
301.114.5304	4,343.00	.00	4,343.00
301.114.5406	35.00	.00	35.00
301.114.5417	411.00	.00	411.00
301.114.5507	800.54	.00	800.54
301.115.5205	105.37	8.45-	96.92
301.115.5211	36.09	.00	36.09
350.000.2000	.00	75.00-	75.00-
350.180.5408	75.00	.00	75.00
400.000.2000	.00	4,052.72-	4,052.72-
400.000.5211	4,052.72	.00	4,052.72
600.000.2000	.00	74,323.10-	74,323.10-
600.000.5406	65,554.50	.00	65,554.50
600.143.5502	408.00	.00	408.00
600.151.5409	8,360.60	.00	8,360.60
601.000.2000	.00	1,185.89-	1,185.89-
601.000.5302	812.19	.00	812.19
601.000.5507	373.70	.00	373.70
911.000.2000	.00	130.00-	130.00-
911.000.5212	130.00	.00	130.00
912.000.2000	525.00	13,036.80-	12,511.80-
912.000.5421	7,250.00	500.00-	6,750.00
912.000.5502	5,786.80	25.00-	5,761.80
Grand Totals:	408,178.27	408,178.27-	.00

City of Moberly City Council Agenda Summary

Agenda Number: #18.
 Department: City Manager
 Date: November 21, 2022

Agenda Item: Department Head Monthly Reports

Summary: Attached is Community Development Monthly Report/Public Works Monthly, Finance Department Monthly Report, Parks and Rec. Monthly Report, Police Department Monthly Report, Fire Department Monthly Report, Public Utility Monthly Report, Moberly Area Economic Development, Moberly Chamber of Commerce.

These are for you to review on the activity that each Department has accomplished for the Month October.

Recommended

Action: Just for your review

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

October 2022

A. PROJECTS

Community Development

Eagle Tree Ridge duplex subdivision – The infrastructure is coming along pretty well, they aren't as far along as they had hoped, but have much of the stormwater efforts completed, and are wanting to get the streets paved. They were going to go with 4" rock base and 8" of asphalt, but a recent proof roll of the compacted soil base has shown some soft spots. In an effort to firm up the base, they wanted to discuss other options. At this time, we have offered them the option to recompact base, use a geogrid load displacing material and 6" of compacted base rock and allowing them to go with 7" of asphalt. The extra rock and geogrid would make for a much more substantial base. Another option is 6" base, geogrid and 6" of concrete. They are going to compare cost and get back to me with what they decide. I am confident that these options will be a much better long-term roadbed and surface. They are also asking about acquiring the matching funds from the City on the stormwater as we agreed to fund \$33K towards stormwater for additional capacity they added to the detention area inside the development. This reimbursement is contingent on the stormwater system being completed and operable, including all of the storm inlets. This would require the streets to be completed before the inlets will be set finished.

ARPA Grants - The City is working on three quickly approaching deadlines. (2) Community Revitalization projects, Fennel Community Center and Fire/911 and Tourism for the Auditorium, Kelly Hotel, new hotel project. There is a significant amount of time in preparing text, requesting support letters, getting preliminary engineering completed to meet our requirements, learning how to tie the projects into what the funding organization wants to fund, tying in key words/goals. Additionally, it's a balance of money, what is too much to ask for, how much do we match it, where do we match it from, how can we layer the project if we don't get full funding and currently with all of the various funds, we have to have contingencies for what do we do if we receive approval of multiple grants, how do we cover all of the matching funds. We have never been in a situation where there were so many funds available. One of my biggest fears is that we have no way to account for the inflation and price jumps. When all of this funding comes out, consultants and contractors both are going to be so overloaded with work, their prices are going to jump exponentially.

TC Energy grant application for Fennel Community Center – Identified a grant through TC Energy that could fund up to \$100,000 for renovations this facility. This organization requires one of their branches to be within 30 miles of the community. A Spur of the Keystone pipeline is less than 20 miles south of us. I might be a long shot but would make a nice addition or standalone improvement on the Fennel Complex.

Urbandale Pillars Project – We are working on the agreement that would layout the costs, and how funding/donations would work to set the new foundation pads and relocate the pillars to their new locations. With initial City funding, we should be able to get the foundations in yet this year. We will have to wait for outside funding for the relocation to happen, hopefully mid-year 23'.

Landscape ordinance – This was recently passed by P&Z and adds in components that require specific amounts and types of landscape. We are currently working to incorporate it with the existing landscape text and provide council with the proposed language, likely at a December meeting. It was reviewed and approved by P&Z.

Infill development agreement – We have two more lots (707 S. 4th and 504 Gilman) signed up for infill development with Eric Radmer Construction. He wants to build two single family houses. We have drafted the agreements and will have them at an upcoming meeting. We have interest from another developer and hope to have a couple more agreements in place for review soon.

Wayfinding signage – Kick-off meeting with Arcturis was held a few weeks ago to discuss how the project would work and provide initial insight as to what we were looking at, where we wanted to focus first and gave the Arcturis team a day in town with a map to look/drive the community before and after meeting with Brian, Troy Bock and I. We have a follow up meeting coming up soon and will have a larger stakeholders meeting following where we can get more input from boards, groups, council as to their priorities as to what they feel needs to be identified and important in the community.

Mobile Home Ordinance – We currently limit mobile homes coming into the community to not more than 10 years old. Mobile Homes have an average life expectancy of 30 to 50 years. We have numerous mobile homes in the community that are well beyond their life expectancy. As there are very few used mobile homes available that are less than 10 years old, we have discussed a proposal with the owner of a couple larger mobile home parks to allow mobile homes that are up to 25 years old with the following conditions:

1. An older trailer existing in the City must be moved out in exchange.
2. The proposed trailer to be moved in must be reviewed and approved by the City in advance, prior to moving it in.
3. A list of all trailers and ages must be submitted to the City and kept current for each eligible mobile home park.

This compromise should allow us to get some of the very old and dilapidated trailers out of the City. We will have a draft for council to review at an upcoming meeting.

Tourism application/scoring sheet - The tourism board was struggling with the current application/scoring sheet as they reviewed good applications that were proven and deserved the full requested funds, but the only way they could achieve that was with a perfect score in all seven categories with the funding being tied directly to the score. As a number score is also subjective and not tied to any hard reference, the board wanted to revise the application and checklist where they could more accurately reflect how the group would perform relevant the seven criteria presented. They have developed a revised application that has “yes or no” for each item. If the applicant meets 5 or more of the 7 criteria, they are suggesting a revision to allow them to recommend approval up to the full amount requested, not to exceed \$1,000. Applications that score 4 of 7, they could recommend up to 50% of requested funding and applications that score less than 4, no funding would be recommended.

As the applicant is required to meet with the tourism specialist prior to applying, the board is recommending that they fill out the application during the meeting with the tourism specialist and the specialist would submit the application with their recommendation for the board to review quarterly. The applications would be more true reflection of what the applicant is expected to achieve and provides some flexibility to determine funding based on other factors. For example, this year there was only \$4,000 in the budget for these events. Re-occurring, successful events might get higher levels or priority over unknow or start up events, if funding continues to be down. The suggested revisions will be coming for review soon.

Public Works

TAP project - Following up with agreements to put in place the TAP grant for East Rollins, S. sidewalks. The total project is a little over \$400,000 and will have all of E. Rollins sidewalks up in good shape and uniform as MODOT is completing the North side currently.

Working on Urbandale Lighting project - We have had numerous requests for getting this highly travel section of trail between RR & Williams lit up. There are no houses along this section and none of the existing streetlights have secondary power. The agreement would set up a clear process for donations, how the funding would work, what would be completed and by who. If successful, we hope to have three new streetlights along this section in a year or so.

Reclamite – CAM is scheduled to complete reclamite on most of the newly placed asphalt, assuming weather is 40 and rising and pavement is dry. It should only take a few days to complete, and I anticipate we will get a weather window before the end of the year. They completed the application on last year’s overlay early in 2022. Worst case scenario, we may push it back to next Spring again.

TEAP project – We were successful in being approved for a TEAP which will provide up to \$12,000 towards a traffic/road study around the Moberly Industrial Park. We are applying for a Gov. Cost Share for improvements to the roads in there, whether we are successful or not, this TEAP will help us show the needs on future applications to complete whatever roads are needed in and around this development.

Solid Waste District Application - Completed and submitted an application to solid waste district for funding to construct an additional glass bunker at the transfer location. Our glass production and wait time for trucking out materials has us backed up with materials frequently. If successful we will add another bunker which should meet our glass storage needs for some time.

Urbandale Pillar project - We are working on the agreement that would layout the costs, and how funding/donations would work to set the new foundation pads and relocate the pillars to their new locations. With initial City funding, we should be able to get the foundations in yet this year. We will have to wait for outside funding for the relocation to happen, hopefully mid-year 23’.

Airport

Airport – Met on-site with Lochner to discuss our CIP that we have to submit to Modot Aviation each year, and our plan for the next 10 years. We are pooling our NPE funds (\$150K/yr.) and BIL funds (\$159K/yr.) and we can accrue those for up to 4 years. We are looking to add another 9-unit, nested T-hangar facility immediately East of our 12-unit T-hangars. This will be the best use of existing taxiway, however due to rising cost, these funds will only construct the hangars and a portion of the concrete approach. We will have to accumulate an additional couple of years of funding after that to complete the concrete approaches on both sides. Many of our aircraft operate on grass/turf runways, and the goal is to lease the East side that would have grass access initially to these types of aircraft. Other upcoming projects are maintenance to private hangar taxiways, fuel system upgrades, storage buildings for tractor, fuel truck and other airport equipment, interior remodel of the leased section of the airport terminal.

We are funding the airport building renovations and repairs on our hangars and office with airport dedicated CARES, CRSSA & ARPA funds. We have submitted applications on all of these for fuel purchase reimbursements which allows us to utilize the budgeted funds for fuel to complete the necessary repairs. Fuel was an allowed use, and as it has already been purchased, it was a much cleaner process than trying to submit for reimbursement for each component of repairs to hangars and offices. This is how several areas airports were requesting the funds. We have already received CARES and CRSSA funding and just recently submitted the form for the ARPA funding for airport.

Airport Terminal Application - We have applied for ARPA funding to add on a new section to our airport terminal that would have new section for our operations closer to the fueling area and would allow for more lease space for other airport operations.

Cemetery Department

Staff continues to have some struggles with ownership conflicts. Families purchase grave sites, and when they as legal owners pass away, there is no clear guardian assigned. We have had situations where multiple family members want different things/burials/monuments, etc. It makes it difficult for staff to know what to allow/not allow. We have been discussing possible options for that recently but are trying to point out to lot purchasers to plan for these situations.

There was zero (0) grave lot sold; two (2) graves opened; and two (2) 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 October 31, 2022.

1. Notice of a Public Hearing for a site plan review submitted by L&J Development LLC on behalf of Rollins Street Development LLC for a new wood frame building on the property located at 500 W Rollins St. This location is currently zoned B-2H (Central Business/Historic District).
2. Notice of a Public Hearing for a re-zoning submitted by City of Moberly on behalf of the property owners for the properties located at 805 Myra Stret, 809 Myra Street, and 810 Sturgeon St. This is currently zoned B-3 (General Commercial District).
3. Notice of a Public Hearing for a text amendment submitted by the City of Moberly to add Section 46-XXX (Landscape Plan) related to Development Applications. To clarify and provide guidance on submissions of plans for developments within Moberly, MO.

C. Code Enforcement

Month of October: Mark

- 65 Inspection and reinspections
- Drove checking on violations
- Sent out letters on violations

Month of October: David

- Planning & Zoning 5%
- Commercial Inspections 20%
- Residential New Construction Inspections 25%
- Residential Remodel Inspections 20%
- Office File System Organized 5%
- Letters of City Violations 10%
- Calling and answering residents on complaints 10%
- Discussing Codes with Contractors & Residents that come in 5%

Month of October: Aaron

- Planning & Zoning 30%
- Building Inspections 40%
- Training new person 5%
- Historic Preservation Reviews & information 5%
- New Code Review information 10%
- Nuisance complaints 10%
- We have advertised for Asbestos testing.

#18.

City of Moberly - Street Department
Oct-22

MAINTENANCE FACILITY					
	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	13	0	65	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	16	0	0	0	\$0.00
Winter Weather Equipment Preparations	64	0	0	0	\$0.00
ROADS & ALLEYWAYS					
	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	79	0	0	0	\$0.00
Catch Basin Maintenance	104	0	1	0	\$0.00
Crack Sealing	40	0	96	0	\$0.00
Culvert Flushing	8	0	0	0	\$0.00
Culvert Installation	101	0	0	0	\$0.00
Curb Repair	0	0	0	0	\$0.00
Ditch Maintenance	180	0	0	46	\$0.00
Ice & Snow Removal	0	0	0	0	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	80	0	0	0	\$0.00
Rock Loaded/Hauled	32	0	7	0	\$0.00
Street Repair & Maintenance	180	0	16	5.5	\$0.00
Street Sign Maintenance	21	0	0	0	\$0.00
Street Sweeper Operation	123	0	49	0	\$0.00
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	56	0	13	0	\$0.00
Weedeating & Brush Removal, Streets	172	0	17	0	\$0.00
Weedkiller Application, Alleys	0	0	0	0	\$0.00
Weedkiller Application, Streets	8	0	0	0	\$0.00
MISCELLANEOUS					

	Hours	O/T	Loads	Tons	Cost
Inmate Labor	735	0	17	0	\$0.00
Mowing, City Lots	0	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	82	0	2	0	\$0.00
Sidewalk Maintenance	30	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	18	0	66	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	14	0	0	0	\$0.00
Cemetery Maintenance	193	0	0	0	\$0.00
Grounds Maintenance	0	0	0	0	\$0.00
Landfill Maintenance	8	0	0	0	\$0.00
Maintenance Facility Maintenance	0	0	0	0	\$0.00
Wash Trucks & Equipment	8	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	16	41			
Maintenance And Repair	27	88			

City of *Moberly!*

To: Moberly City Council; Brian Crane, City Manager
From: Greg Hodge, Director of Finance *GH*
Subject: Monthly Report – October 2022

General Information

- ✦ Sales and use tax revenues remain ahead of last year, details are below.
- ✦ The Caselle trainers were onsite October 10-October 13 providing staff with the initial training on the software. These were long days with mountains of information provided, but overall it was well received by the staff members. One comment heard was “This is like drinking from a “fire hose”, which is very accurate! The plan is to bring the software online the week of November 7, when the trainers will return to assist staff with the transition. It’s been 2 years of planning and work to get here and I will be happy to have it up and running.
- ✦ We are in the final stages of the annual financial audit. The auditors have been very thorough and have been working hard to get their processes completed the reports written. I anticipate receiving the draft reports for our review by mid-November.

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	+3.72%	Parks	+3.96%	Capital Improvement	+4.01%
Transportation	+4.03%	Use Tax	+26.70%	Downtown CID	+9.83%

Employee Health Insurance

Health claims \$46,259.65 Pharmaceutical claims \$21,818.60

Health Insurance Contributions & Budget

Health Trust Contribution This Month	HSA Contributions This Month	Total Contributions This Month	Annual Budget	Budget Remaining
\$104,686.76	\$3,450.00	\$108,136.76	\$1,544,931.28	\$1,119,061.59

Health Trust Fund Cash Balance

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

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 2022.

A handwritten signature in cursive script, reading "Gregory L. Hodge", is written over a horizontal line.

Gregory L. Hodge, City Treasurer

City of Moberly Cash Balance Report - October 2022

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,366,705.97	702,691.61	-	670,091.91	20,833.33	1,378,472.34
102	Non-Resident Lodging Tax	191,294.29	14,989.57	-	7,100.00	-	199,183.86
105	Payroll	573,927.13	1,176.45	-	18,776.80	-	556,326.78
110	Solid Waste	733,773.82	82,228.74	-	142,564.74	-	673,437.82
114	Heritage Hills Golf Course	-	1,195.67	10,683.08	11,878.75	-	-
115	Parks and Recreation	(36,296.21)	16,888.68	430,589.10	432,745.19	-	(21,563.62)
116	Park Sales Tax	1,041,177.72	132,932.55	-	15,069.12	441,272.18	717,768.97
120	Airport	(151,823.99)	26,640.91	-	66,471.48	-	(191,654.56)
125	Perpetual Care Cemetery Sales	1,811.23	(27.00)	-	-	-	1,784.23
126	Perpetual Care Cemetery Investment	531,264.39	1,092.72	-	-	-	532,357.11
135	ARPA Grant Fund	2,572,589.46	5,273.41	-	-	-	2,577,862.87
137	Use Tax Trust	250,258.83	513.00	-	-	-	250,771.83
140	Veterans Memorial Flag Project	39,320.43	80.62	-	-	-	39,401.05
300	Utilities Collection	-	584,878.83	-	21,563.85	563,314.98	-
301	Utilities Operation and Maintenance	(64,720.44)	-	396,095.57	381,105.63	-	(49,730.50)
302	Utilities Replacement	704,603.58	-	4,125.00	-	-	708,728.58
303	Utilities Operating Reserve	1,404,799.70	4,260.24	34,135.22	49,014.93	-	1,394,180.23
306	Utilities Consumer Security	207,899.03	365.00	-	-	-	208,264.03
307	Sugar Creek Lake Fund	61,694.45	126.46	-	-	-	61,820.91
314	Route JJ Sewer Extension Fund	(342,339.54)	-	-	4,650.00	-	(346,989.54)
350	EDA Grant Projects Fund	(454,644.50)	-	-	400.00	-	(455,044.50)
377	2004B SRF Bonds Debt Service	1,198,480.15	2,456.71	42,772.34	38,403.29	-	1,205,305.91
378	2006A SRF Bonds Debt Service	1,764,245.19	3,616.44	35,728.54	27,980.22	-	1,775,609.95
379	2004C Bond Debt Service	155,639.58	319.04	29,859.58	26,458.37	-	159,359.83
380	2008A Bonds Debt Service	98,212.54	201.31	15,051.85	-	-	113,465.70
381	ESP Projects Debt Service	176,163.46	361.10	50,458.31	135,340.85	-	91,642.02
	Escrow	1,026,212.66	-	-	-	-	1,026,212.66
	Total CWWSS (funds 300-381 + escrow)	5,936,245.86	596,585.13	608,226.41	684,917.14	563,314.98	5,892,825.28

City of Moberly Cash Balance Report - October 2022

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
304	Capital Improvement Trust	548,193.56	120,517.86	-	16,037.09	54,994.76	597,679.57
400	911 Emergency Telephone	31,390.36	32,352.28	20,833.33	45,185.13	-	39,390.84
406	Inmate Security Fund	15,105.10	96.96	-	-	-	15,202.06
408	Police Forfeiture Fund	4,320.59	-	-	4,320.59	-	-
600	Transportation Trust	2,441,246.06	129,854.09	-	105,356.43	-	2,465,743.72
601	Street Improvement	496,255.19	46,209.27	-	22,135.22	-	520,329.24
900	MODAG Grant/Loan	21,924.67	44.96	-	-	-	21,969.63
901	Misc. Project Residuals	150,975.80	309.46	-	-	-	151,285.26
903	Ameren MO Solar Rebates	347,194.59	11,827.50	-	1,719.49	-	357,302.60
904	Hometown Strong Fund	100,000.00	-	-	-	-	100,000.00
905	Retail Consulting Fund	16,697.44	34.21	-	-	-	16,731.65
906	Solar Systems Settlement Fund	789,807.03	-	-	3,910.33	-	785,896.70
908	Railcar Preservation Fund	646.57	1.34	-	-	-	647.91
909	Lucille Manor CDBG Reimbursement	254,610.90	13,836.61	-	-	-	268,447.51
911	Downtown CID Sales Tax	143,895.81	7,338.31	-	-	-	151,234.12
912	Downtown CID Property Tax	252,037.76	516.64	-	32,731.10	1,733.84	218,089.46
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	48,822.71	100.09	11,817.17	-	-	60,739.97
995	Health Trust	406,745.91	145,380.15	-	132,612.30	-	419,513.76
995	Investments	-	-	-	-	-	-
Total Health Trust		406,745.91	145,380.15	-	132,612.30	-	419,513.76
Total Cash		20,774,118.98	2,090,681.79	1,082,149.09	2,413,622.81	1,082,149.09	20,451,177.96
Less Escrow Accounts		(1,026,212.66)	-	-	-	-	(1,026,212.66)
Net Cash per Bank Cash Report		19,747,906.32	2,090,681.79	1,082,149.09	2,413,622.81	1,082,149.09	19,424,965.30

City of Moberly Budget Comparison Report - October 2022

		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	702,691.61	2,687,467.99	9,431,789.14	28.49%	700,589.06	3,060,137.76	9,431,789.14	32.44%	
102	Non-Resident Lodging Tax	14,989.57	49,375.15	100,900.00	48.93%	7,100.00	30,900.00	100,000.00	30.90%	
105	Payroll	1,176.45	3,523.95	0.00	0.00%	22,478.12	-1,299.83	0.00	0.00%	
110	Solid Waste	82,228.74	369,372.79	1,093,900.00	33.77%	145,250.24	435,375.93	1,073,840.75	40.54%	
114	Heritage Hills Golf Course	11,878.75	86,022.39	246,134.01	34.95%	11,878.75	86,022.39	246,134.01	34.95%	
115	Parks and Recreation	447,477.78	1,564,777.25	3,344,585.83	46.79%	447,477.78	1,564,777.25	3,344,585.83	46.79%	
116	Park Sales Tax	132,932.55	1,026,146.22	1,628,000.00	63.03%	441,272.18	1,454,252.27	2,415,969.84	60.19%	
120	Airport	26,640.91	180,337.72	635,557.18	28.37%	66,163.42	313,568.48	635,557.18	49.34%	
125	Perpetual Care Cemetery Sales	-27.00	1,075.00	25,000.00	4.30%	0.00	0.00	25,000.00	0.00%	
126	Perpetual Care Cemetery Investment	1,092.72	3,357.11	28,000.00	11.99%	0.00	0.00	3,000.00	0.00%	
135	ARPA Grant Fund	5,273.41	1,399,294.73	1,374,405.28	101.81%	0.00	0.00	300,000.00	0.00%	
140	Veterans Memorial Flag Project	80.62	596.80	3,300.00	18.08%	0.00	58.06	3,000.00	1.94%	
300	Utilities Collection	584,878.83	2,465,252.98	7,814,333.91	31.55%	596,707.21	2,491,130.45	7,814,333.91	31.88%	
301	Utilities Operation and Maintenance	396,095.57	1,672,804.67	5,661,664.64	29.55%	396,095.57	1,673,057.34	5,661,664.64	29.55%	
302	Utilities Replacement	4,125.00	16,500.00	49,500.00	33.33%	0.00	18,810.00	0.00	0.00%	
303	Utilities Operating Reserve	38,395.46	165,502.11	175,568.75	94.27%	16,131.99	168,681.09	437,535.82	38.55%	
304	Capital Improvement Trust	120,517.86	515,267.95	1,422,000.00	36.24%	71,031.85	286,994.29	814,206.41	35.25%	
307	Sugar Creek Lake Fund	126.46	879.21	2,300.00	38.23%	0.00	0.00	0.00	0.00%	
314	Route JJ Sewer Extension Fund	0.00	0.00	1,464,148.00	0.00%	4,650.00	121,762.41	1,464,148.00	8.32%	
350	EDA Grant Projects Fund	0.00	0.00	6,128,287.00	0.00%	400.00	32,914.83	6,128,287.00	0.54%	
377	2004B SRF Bonds Debt Service	45,229.05	178,612.18	519,868.13	34.36%	38,403.29	153,613.16	907,243.75	16.93%	
378	2006A SRF Bonds Debt Service	39,344.98	153,986.42	438,342.50	35.13%	27,980.22	120,070.88	836,175.00	14.36%	
379	2004C Bond Debt Service	30,178.62	120,392.35	358,795.00	33.55%	26,458.37	105,833.48	326,650.00	32.40%	
380	2008A Bonds Debt Service	15,253.16	60,811.21	180,922.16	33.61%	0.00	38,579.22	164,911.05	23.39%	
381	ESP Projects Debt Service	50,819.41	202,682.50	606,199.74	33.43%	135,340.85	270,681.70	551,363.40	49.09%	
400	911 Emergency Telephone	53,185.61	181,871.18	532,480.00	34.16%	47,512.76	209,983.66	646,139.37	32.50%	
406	Inmate Security Fund	96.96	330.79	810.00	40.84%	0.00	0.00	0.00	0.00%	
600	Transportation Trust	129,854.09	542,458.13	1,436,700.00	37.76%	105,356.43	301,727.03	1,279,059.00	23.59%	
601	Street Improvement	46,209.27	527,008.22	500,000.00	105.40%	22,135.22	84,269.45	675,275.00	12.48%	

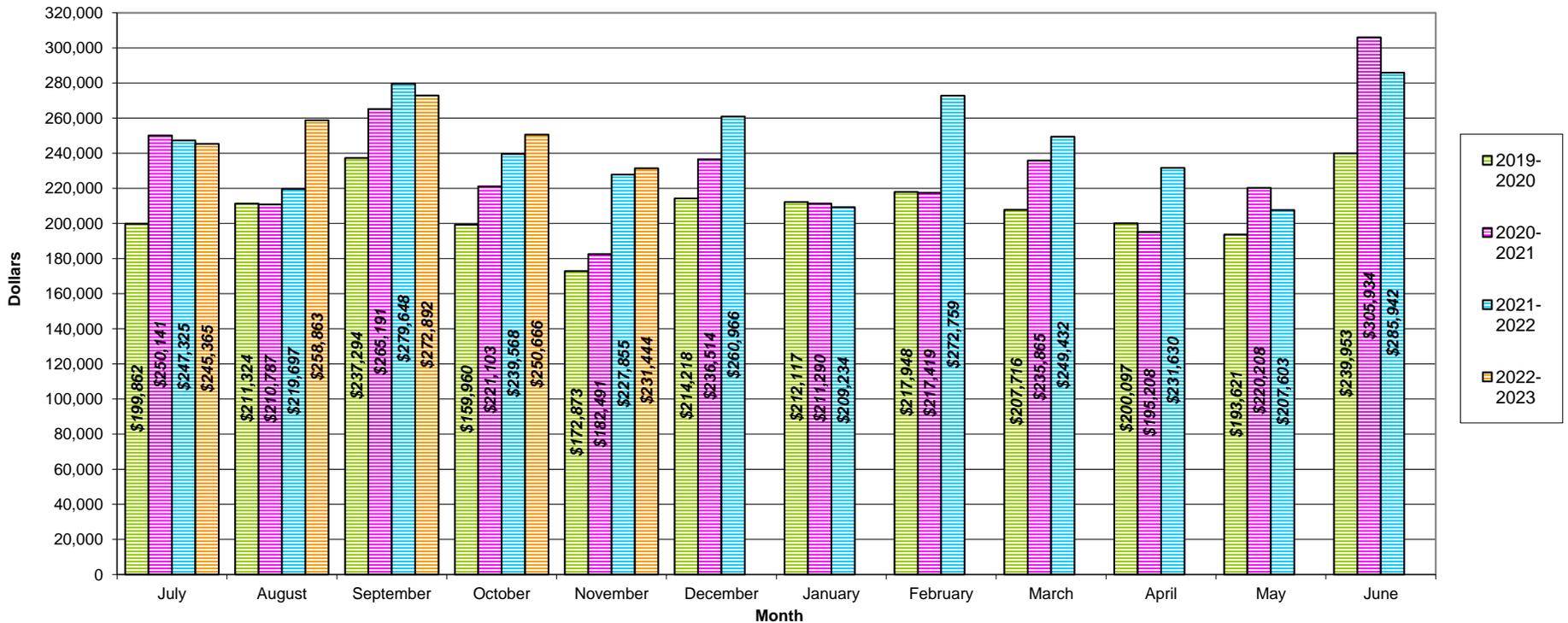
City of Moberly Budget Comparison Report - October 2022

		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	
903	Ameren MO Solar Rebates	11,827.50	11,827.50	0.00	0.00%	1,719.49	6,877.96	0.00	0.00%	
904	Hometown Strong Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
905	Retail Consulting Fund	34.21	5,084.01	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	1.34	4.11	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	13,836.61	14,920.43	24,325.00	61.34%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	7,338.31	35,617.72	101,680.00	35.03%	0.00	10,862.95	101,300.00	10.72%	
912	Downtown CID Property Tax	516.64	9,743.40	215,000.00	4.53%	34,464.94	101,125.13	202,616.08	49.91%	
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	11,917.26	47,755.28	143,006.04	33.39%	0.00	64,457.30	128,914.60	50.00%	
995	Health Trust	145,380.15	574,859.81	0.00	0.00%	125,756.44	516,919.72	0.00	0.00%	
TOTALS		3,171,598.46	14,875,519.27	45,687,502.31	32.56%	3,496,264.51	13,737,785.68	45,718,699.78	30.05%	

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

	2019-2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	7.97%	\$199,862	-17.31%	-17.31%	9.09%	\$250,141	25.16%	25.16%	8.44%	\$247,325	-1.13%	-1.13%	19.49%	\$245,365	-0.79%	-0.79%
August	8.43%	\$211,324	12.94%	-4.11%	7.66%	\$210,787	-0.25%	12.10%	7.49%	\$219,697	4.23%	1.32%	20.56%	\$258,863	17.83%	7.97%
September	9.47%	\$237,294	-3.45%	-3.87%	9.64%	\$265,191	11.76%	11.97%	9.54%	\$279,648	5.45%	2.83%	21.67%	\$272,892	-2.42%	4.08%
October	7.95%	\$199,259	7.64%	-1.39%	8.03%	\$221,103	10.96%	11.73%	8.17%	\$239,568	8.35%	4.12%	19.91%	\$250,666	4.63%	4.21%
November	6.90%	\$172,873	6.55%	-0.13%	6.63%	\$182,491	5.56%	10.69%	7.77%	\$227,855	24.86%	7.47%	18.38%	\$231,444	1.58%	3.72%
December	8.55%	\$214,218	-3.25%	-0.68%	8.59%	\$236,514	10.41%	10.64%	8.90%	\$260,966	10.34%	7.97%	0.00%			
January	8.46%	\$212,117	2.23%	-0.27%	7.68%	\$211,290	-0.39%	9.02%	7.14%	\$209,234	-0.97%	6.77%	0.00%			
February	8.70%	\$217,948	2.24%	0.05%	7.90%	\$217,419	-0.24%	7.81%	9.30%	\$272,759	25.45%	9.03%	0.00%			
March	8.29%	\$207,716	2.51%	0.32%	8.57%	\$235,865	13.55%	8.45%	8.51%	\$249,432	5.75%	8.65%	0.00%			
April	7.98%	\$200,097	-4.84%	-0.20%	7.09%	\$195,208	-2.44%	7.40%	7.90%	\$231,630	18.66%	9.53%	0.00%			
May	7.73%	\$193,621	1.22%	-0.08%	8.00%	\$220,208	13.73%	7.94%	7.08%	\$207,603	-5.72%	8.16%	0.00%			
June	9.57%	\$239,953	10.55%	0.85%	11.12%	\$305,934	27.50%	9.81%	9.75%	\$285,942	-6.53%	6.52%	0.00%			
Total	100.00%	\$2,506,282			100.00%	\$2,752,151			100.00%	\$2,931,659			100.00%	\$1,259,229		

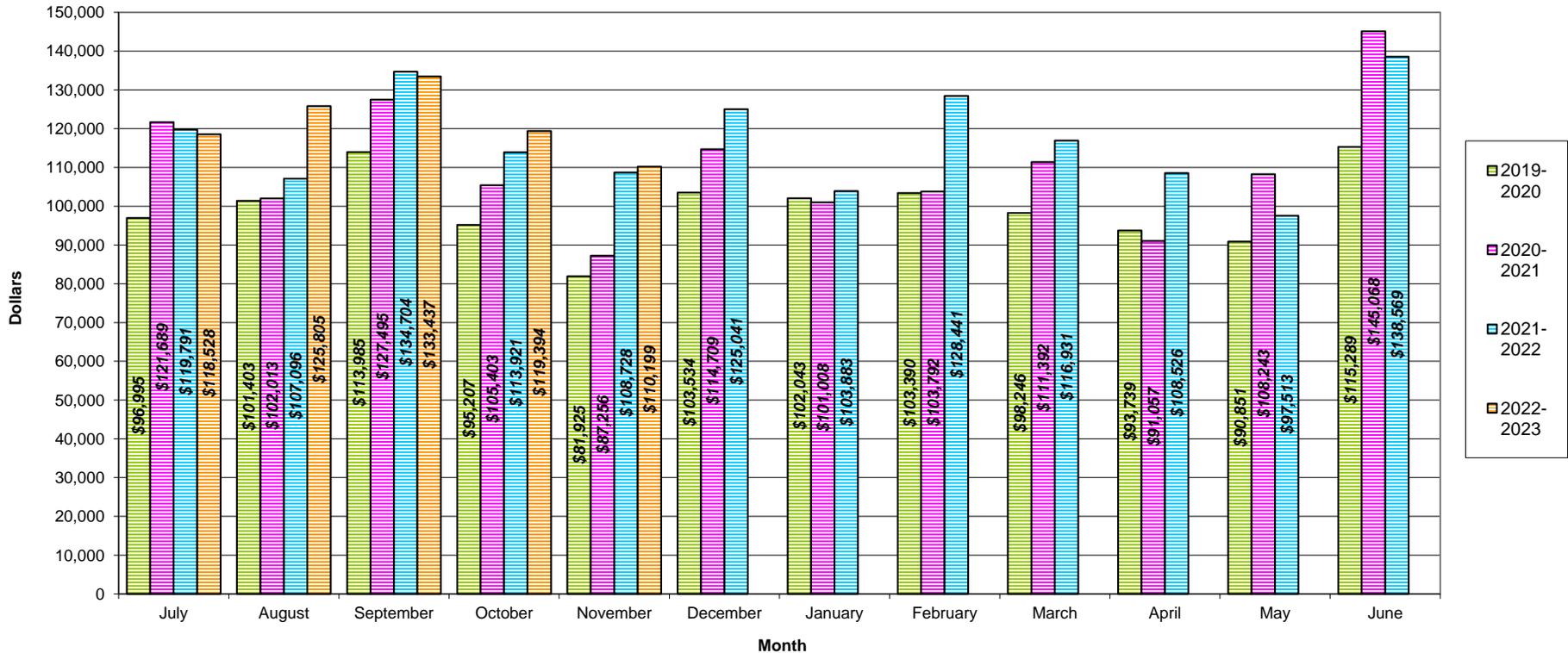
Annual Comparison by Month



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

	2019-2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	8.54%	\$119,791	-1.56%	-1.56%	19.52%	\$118,528	-1.05%	-1.05%
August	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	7.63%	\$107,096	4.98%	1.42%	20.71%	\$125,805	17.47%	7.69%
September	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	9.60%	\$134,704	5.65%	2.96%	21.97%	\$133,437	-0.94%	4.47%
October	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	8.12%	\$113,921	8.08%	4.14%	19.66%	\$119,394	4.80%	4.55%
November	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	7.75%	\$108,728	24.61%	7.43%	18.14%	\$110,199	1.35%	3.96%
December	8.65%	\$103,534	17.42%	3.20%	8.70%	\$114,709	10.79%	11.05%	8.91%	\$125,041	9.01%	7.70%	0.00%			
January	8.53%	\$102,043	-15.02%	0.05%	7.66%	\$101,008	-1.01%	9.28%	7.40%	\$103,883	2.85%	7.06%	0.00%			
February	8.64%	\$103,390	3.00%	0.42%	7.87%	\$103,792	0.39%	8.13%	9.15%	\$128,441	23.75%	9.06%	0.00%			
March	8.21%	\$98,246	3.21%	0.72%	8.44%	\$111,392	13.38%	8.70%	8.33%	\$116,931	4.97%	8.59%	0.00%			
April	7.83%	\$93,739	-4.21%	0.23%	6.90%	\$91,057	-2.86%	7.61%	7.73%	\$108,526	19.18%	9.50%	0.00%			
May	7.59%	\$90,851	1.52%	0.34%	8.21%	\$108,243	19.14%	8.58%	6.95%	\$97,513	-9.91%	7.71%	0.00%			
June	9.63%	\$115,289	9.85%	1.18%	11.00%	\$145,068	25.83%	10.24%	9.88%	\$138,569	-4.48%	6.37%	0.00%			
Total	100.00%	\$1,196,607			100.00%	\$1,319,125			100.00%	\$1,403,145			100.00%	\$607,363		

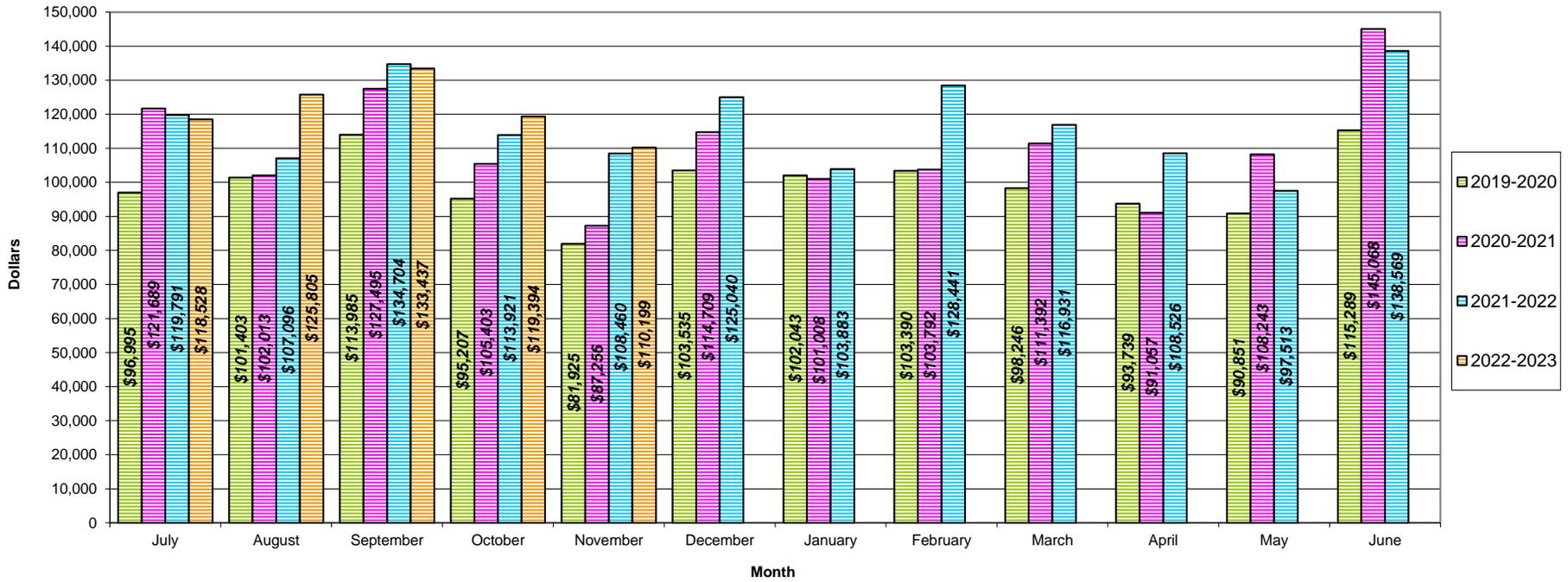
Annual Comparison by Month



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

	2019-2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	8.54%	\$119,791	-1.56%	-1.56%	19.52%	\$118,528	-1.05%	-1.05%
August	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	7.63%	\$107,096	4.98%	1.42%	20.71%	\$125,805	17.47%	7.69%
September	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	9.60%	\$134,704	5.65%	2.96%	21.97%	\$133,437	-0.94%	4.47%
October	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	8.12%	\$113,921	8.08%	4.14%	19.66%	\$119,394	4.80%	4.55%
November	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	7.73%	\$108,460	24.30%	7.38%	18.14%	\$110,199	1.60%	4.01%
December	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,709	10.79%	11.05%	8.91%	\$125,040	9.01%	7.66%	0.00%			
January	8.53%	\$102,043	1.96%	0.03%	7.66%	\$101,008	-1.01%	9.28%	7.41%	\$103,883	2.85%	7.02%	0.00%			
February	8.64%	\$103,390	3.04%	0.41%	7.87%	\$103,792	0.39%	8.13%	9.16%	\$128,441	23.75%	9.03%	0.00%			
March	8.21%	\$98,246	3.21%	0.71%	8.44%	\$111,392	13.38%	8.70%	8.34%	\$116,931	4.97%	8.57%	0.00%			
April	7.83%	\$93,739	-4.17%	0.23%	6.90%	\$91,057	-2.86%	7.61%	7.74%	\$108,526	19.18%	9.47%	0.00%			
May	7.59%	\$90,851	1.52%	0.33%	8.21%	\$108,243	19.14%	8.58%	6.95%	\$97,513	-9.91%	7.69%	0.00%			
June	9.63%	\$115,289	9.85%	1.18%	11.00%	\$145,068	25.83%	10.24%	9.88%	\$138,569	-4.48%	6.35%	0.00%			
Total	100.00%	\$1,196,609			100.00%	\$1,319,126			100.00%	\$1,402,876			100.00%	\$607,363		

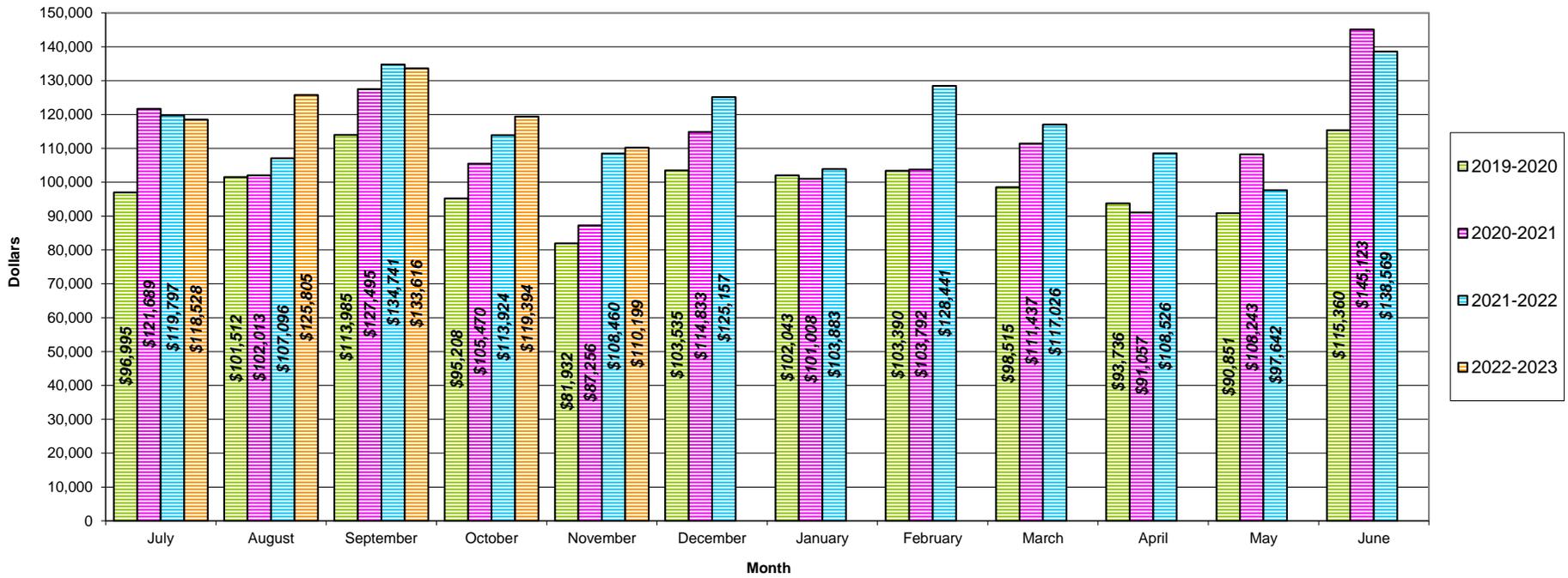
Annual Comparison by Month



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

	2019-2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.10%	\$96,995	-16.56%	-16.56%	9.22%	\$121,689	25.46%	25.46%	8.54%	\$119,797	-1.55%	-1.55%	19.51%	\$118,528	-1.06%	-1.06%
August	8.48%	\$101,512	14.32%	-3.19%	7.73%	\$102,013	0.49%	12.69%	7.63%	\$107,096	4.98%	1.43%	20.71%	\$125,805	17.47%	7.69%
September	9.52%	\$113,985	-2.80%	-3.05%	9.66%	\$127,495	11.85%	12.39%	9.60%	\$134,741	5.68%	2.97%	21.99%	\$133,616	-0.83%	4.51%
October	7.95%	\$95,208	8.16%	-0.64%	7.99%	\$105,470	10.78%	12.01%	8.12%	\$113,924	8.02%	4.14%	19.65%	\$119,394	4.80%	4.58%
November	6.84%	\$81,932	7.44%	0.62%	6.61%	\$87,256	6.50%	11.09%	7.73%	\$108,460	24.30%	7.37%	18.14%	\$110,199	1.60%	4.03%
December	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,833	10.91%	11.06%	8.92%	\$125,157	8.99%	7.65%	0.00%			
January	8.52%	\$102,043	1.82%	0.01%	7.66%	\$101,008	-1.01%	9.29%	7.40%	\$103,883	2.85%	7.01%	0.00%			
February	8.64%	\$103,390	3.04%	0.39%	7.87%	\$103,792	0.39%	8.13%	9.15%	\$128,441	23.75%	9.03%	0.00%			
March	8.23%	\$98,515	3.37%	0.71%	8.45%	\$111,437	13.12%	8.68%	8.34%	\$117,026	5.02%	8.57%	0.00%			
April	7.83%	\$93,736	-4.18%	0.23%	6.90%	\$91,057	-2.86%	7.59%	7.73%	\$108,526	19.18%	9.47%	0.00%			
May	7.59%	\$90,851	1.52%	0.33%	8.20%	\$108,243	19.14%	8.56%	6.96%	\$97,642	-9.79%	7.70%	0.00%			
June	9.64%	\$115,360	9.87%	1.18%	11.00%	\$145,123	25.80%	10.22%	9.87%	\$138,569	-4.52%	6.35%	0.00%			
Total	100.00%	\$1,197,062			100.00%	\$1,319,415			100.00%	\$1,403,262			100.00%	\$607,542		

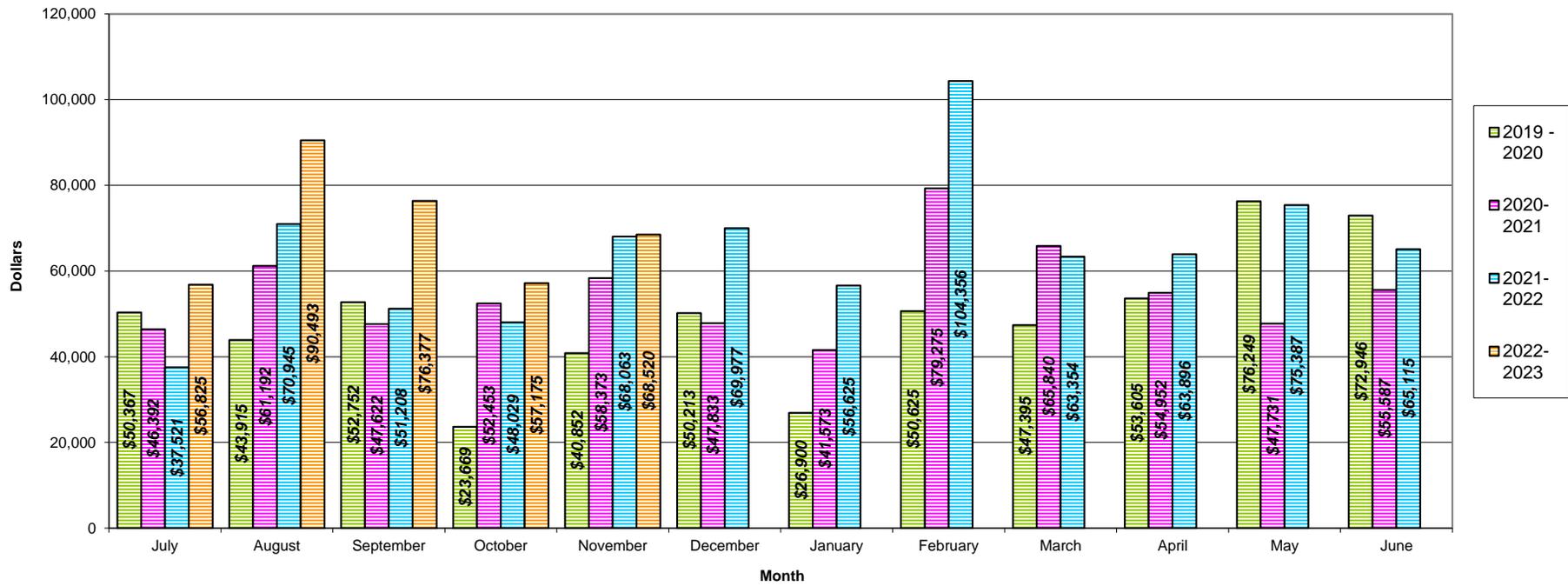
Annual Comparison by Month



**City of Moberly
Two & One-Half Percent (2-1/2%) Use Tax Analysis**

	2019 - 2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.54%	\$50,367	8.33%	8.33%	7.04%	\$46,392	-7.89%	-7.89%	4.84%	\$37,521	-19.12%	-19.12%	16.26%	\$56,825	51.45%	51.45%
August	7.45%	\$43,915	-15.49%	-4.24%	9.29%	\$61,192	39.34%	14.11%	9.16%	\$70,945	15.94%	0.82%	25.90%	\$90,493	27.55%	35.82%
September	8.95%	\$52,752	90.99%	16.62%	7.23%	\$47,622	-9.73%	5.56%	6.61%	\$51,208	7.53%	2.88%	21.86%	\$76,377	49.15%	40.10%
October	4.02%	\$23,669	-14.91%	10.92%	7.96%	\$52,453	121.61%	21.65%	6.20%	\$48,029	-8.44%	0.02%	16.36%	\$57,175	19.04%	35.23%
November	6.93%	\$40,852	-25.03%	1.52%	8.86%	\$58,373	42.89%	25.75%	8.79%	\$68,063	16.60%	3.66%	19.61%	\$68,520	0.67%	26.70%
December	8.52%	\$50,213	26.92%	5.57%	7.26%	\$47,833	-4.74%	19.90%	9.04%	\$69,977	46.30%	10.16%	0.00%			
January	4.56%	\$26,900	-41.60%	-1.82%	6.31%	\$41,573	54.55%	23.13%	7.31%	\$56,625	36.21%	13.20%	0.00%			
February	8.59%	\$50,625	-5.09%	-2.32%	12.03%	\$79,275	56.59%	28.12%	13.47%	\$104,356	31.64%	16.56%	0.00%			
March	8.04%	\$47,395	-19.65%	-4.84%	9.99%	\$65,840	38.92%	29.45%	8.18%	\$63,354	-3.78%	13.89%	0.00%			
April	9.09%	\$53,605	47.24%	-0.55%	8.34%	\$54,952	2.51%	26.17%	8.25%	\$63,896	16.28%	14.13%	0.00%			
May	12.93%	\$76,249	139.75%	8.85%	7.24%	\$47,731	-37.40%	16.78%	9.73%	\$75,387	57.94%	17.59%	0.00%			
June	12.37%	\$72,946	46.93%	12.46%	8.44%	\$55,587	-23.80%	11.76%	8.41%	\$65,115	17.14%	17.55%	0.00%			
Total	100.00%	\$589,488			100.00%	\$658,823			100.00%	\$774,475			100.00%	\$349,390		

Annual Comparison by Month

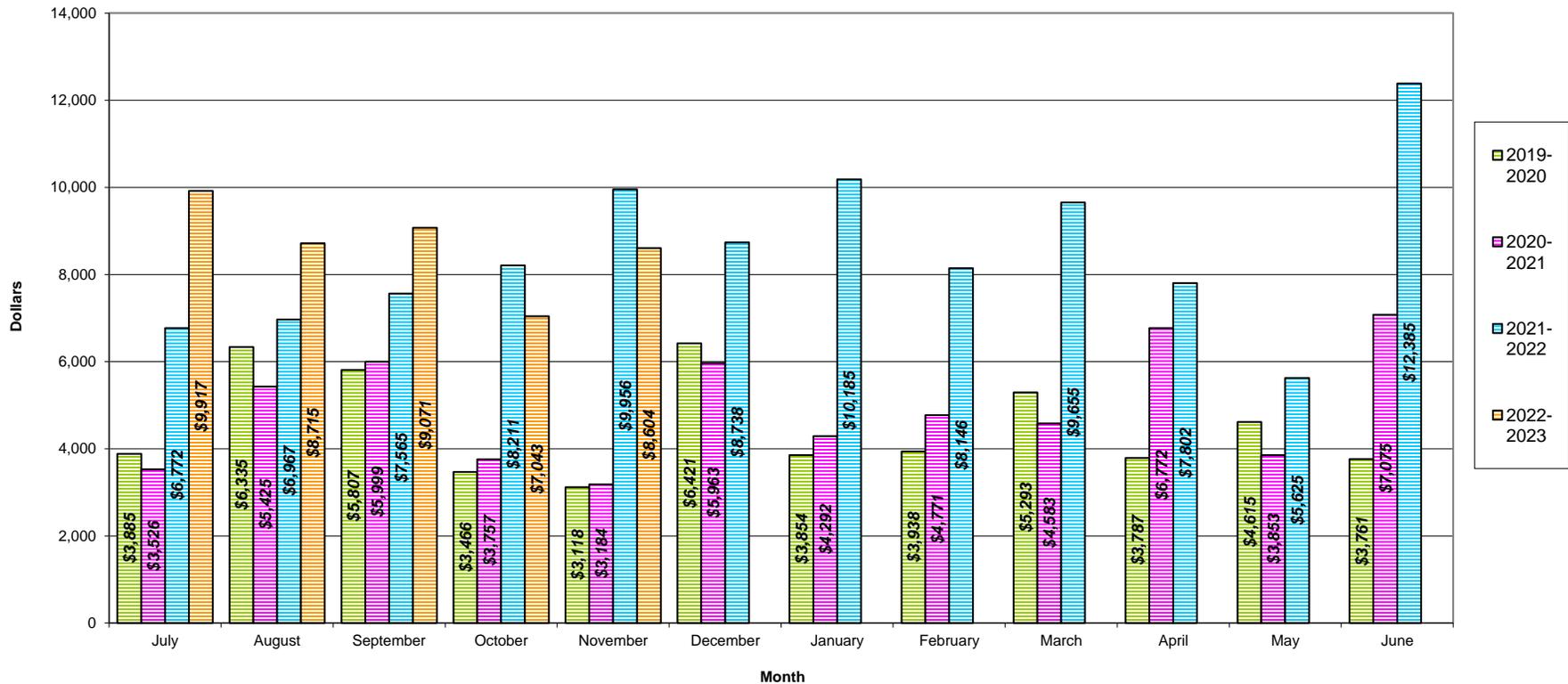


City of Moberly
One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis

#18.

	2019-2020				2020-2021				2021-2022				2022-2023			
	% of total		Prior year comparison		% of total		Prior year comparison		% of total		Prior year comparison		% of total		Prior year comparison	
			Monthly Change	YTD Change			Monthly Change	YTD Change			Monthly Change	YTD Change			Monthly Change	YTD Change
July	7.16%	\$3,885	-22.25%	-22.25%	5.96%	\$3,526	-9.24%	-9.24%	6.64%	\$6,772	92.03%	92.03%	22.88%	\$9,917	46.46%	46.46%
August	11.67%	\$6,335	110.82%	27.72%	9.16%	\$5,425	-14.37%	-12.42%	6.83%	\$6,967	28.42%	53.48%	20.10%	\$8,715	25.09%	35.62%
September	10.70%	\$5,807	59.53%	37.67%	10.13%	\$5,999	3.32%	-6.72%	7.42%	\$7,565	26.09%	42.49%	20.92%	\$9,071	19.91%	30.04%
October	6.39%	\$3,466	-4.97%	27.50%	6.35%	\$3,757	8.39%	-4.03%	8.05%	\$8,211	118.56%	57.76%	16.25%	\$7,043	-14.22%	17.73%
November	5.75%	\$3,118	-4.21%	21.93%	5.38%	\$3,184	2.09%	-3.19%	9.76%	\$9,956	212.74%	80.30%	19.85%	\$8,604	-13.58%	9.83%
December	11.83%	\$6,421	65.55%	29.48%	10.07%	\$5,963	-7.14%	-4.06%	8.57%	\$8,738	46.55%	73.08%	0.00%			
January	7.10%	\$3,854	0.40%	25.23%	7.25%	\$4,292	11.36%	-2.25%	9.98%	\$10,185	137.32%	81.65%	0.00%			
February	7.26%	\$3,938	-34.19%	14.20%	8.06%	\$4,771	21.14%	0.25%	7.99%	\$8,146	70.75%	80.24%	0.00%			
March	9.75%	\$5,293	30.90%	16.06%	7.74%	\$4,583	-13.42%	-1.47%	9.47%	\$9,655	110.68%	83.61%	0.00%			
April	6.98%	\$3,787	20.74%	16.44%	11.44%	\$6,772	78.83%	5.15%	7.65%	\$7,802	15.21%	74.01%	0.00%			
May	8.50%	\$4,615	43.88%	18.50%	6.51%	\$3,853	-16.50%	3.18%	5.51%	\$5,625	45.98%	71.94%	0.00%			
June	6.93%	\$3,761	-9.77%	15.98%	11.95%	\$7,075	88.10%	9.06%	12.14%	\$12,385	75.04%	72.31%	0.00%			
Total	100.00%	\$54,280			100.00%	\$59,199			100.00%	\$102,005			100.00%	\$43,350		

Annual Comparison by Month



City of Moberly Health Plan Trust
Comparative Profit & Loss Statement - October 2022

<u>Income</u>	<u>July-October 2022</u>	<u>July-October 2021</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	32,192.14	0.00	32,192.14	0.00%
4901 Interest Income	1,234.50	58.80	1,175.70	1999.49%
4950 Employer Contributions	430,843.40	447,625.17	(16,781.77)	-3.75%
4951 Employee Contributions	83,885.67	124,751.63	(40,865.96)	-32.76%
4952 Employee Cobra Payments	281.52	5,182.74	(4,901.22)	-94.57%
4953 Reinsurance Refunds	25,097.11	13,509.27	11,587.84	85.78%
4954 Employee Buy-up Premiums	<u>1,650.00</u>	<u>2,225.00</u>	<u>(575.00)</u>	<u>-25.84%</u>
Total Income	575,184.34	593,352.61	(18,168.27)	-3.06%
 <u>Expenditures</u>				
5406 Contracted Services	452.50	0.00	452.50	100.00%
5806 Miscellaneous	54.00	126.00	(72.00)	-57.14%
5817 Bank Fees	448.11	402.68	45.43	11.28%
5850 Health Claims Paid	252,450.19	347,115.00	(94,664.81)	-27.27%
5851 Pharmaceuticals	72,342.35	82,305.20	(9,962.85)	-12.10%
5852 Reinsurance Premiums	113,642.60	122,496.44	(8,853.84)	-7.23%
5853 Life Insurance Premiums	10,892.95	8,095.06	2,797.89	34.56%
5854 Medical Claims Admin Fees	25,322.91	25,274.86	48.05	0.19%
5855 Dental Claims Admin Fees	1,313.20	1,751.75	(438.55)	-25.03%
5856 Air Ambulance Memberships	5,503.00	6,300.00	(797.00)	-12.65%
5857 Dental Claims Paid	19,200.58	21,936.34	(2,735.76)	-12.47%
5858 HSA Account Fees	<u>267.50</u>	<u>292.50</u>	<u>(25.00)</u>	<u>-8.55%</u>
Total Expenditures	<u>501,889.89</u>	<u>616,095.83</u>	<u>(114,205.94)</u>	<u>-18.54%</u>
 Net Income (Loss)	 <u>73,294.45</u>	 <u>(22,743.22)</u>	 <u>96,037.67</u>	 <u>-422.27%</u>

City of Moberly Health Plan Trust
Comparative Balance Sheet - October 31, 2022

<u>ASSETS</u>	<u>October 31, 2022</u>	<u>October 31, 2021</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>435,605.63</u>	<u>497,118.03</u>	<u>(61,512.40)</u>	<u>-12.37%</u>
Total Current Assets	435,605.63	497,118.03	(61,512.40)	-12.37%
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>435,605.63</u>	<u>497,118.03</u>	<u>(61,512.40)</u>	<u>-12.37%</u>
 <u>LIABILITIES & EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	362,311.18	519,861.25	(157,550.07)	-30.31%
Net Income (Loss)	<u>73,294.45</u>	<u>(22,743.22)</u>	<u>96,037.67</u>	<u>-422.27%</u>
Total Equity	<u>435,605.63</u>	<u>497,118.03</u>	<u>(61,512.40)</u>	<u>-12.37%</u>
TOTAL LIABILITIES & EQUITY	<u>435,605.63</u>	<u>497,118.03</u>	<u>(61,512.40)</u>	<u>-12.37%</u>



Moberly!

Parks & Recreation

Monthly Report

October 2022

		2022		2021
Parks	Thompson Campground	181	Daily(128) Monthly(8) Tent(45)	184
	Misc. Thompson Campground	\$80.00	Dump Station(4)	0
	Miscellaneous Park Fees	\$5.00	Surplus 75 bricks	\$1,127.87
	Overnight Fishing Passes	-	-	-
	Paddleboat Rental	\$60.00	Boat Rentals(6)	\$50
	Canoe Storage	-	-	-
	Archery Range	-	-	-
	Overlook & Plaza	-	-	-
	Midway	-	-	-
	Agricultural Barns	-	-	-
	Equestrian Area/ Rodeo Ground	0	-	1
	James Youth Center	8	Family Reunion(3) 4-H Meeting(2) Fair Board Meeting(1) Class Reunion(1 res. 2 days) Birthday Party(1)	7
	Lodge	10	Wedding Reception(4 res. 6 days total) Celebration of Life(1) MMDAR Trivia Night(1) Birthday Party(1) Baby Shower(1) Internal: City Council Retreat(1) Hold for parking for CMAC Cross Country Event(1)	5
	Lion's Beuth Park	-	-	-
	Tannehill Park & Gazebo	1	4-H Promotional Event(1)	0
Depot Park (Entire Park)	-	-	-	
Rothwell Park 5K / Complex 5K	1	CMAC Cross Country(1)	2	
		2022		2021
aid reservations are subject due to weather)	Red 1	9	MACC Baseball Practice(9)	0
	Red 2	-	-	-
	Blue 1	8	Little Spartan Practices(8 days of practices)	3
	Blue 2	-	-	-
	Blue 3	8	Little Spartan Practices(8 days of practices)	3
	Green 1	-	-	-
	Green 2	-	-	-
	Green 3	30	Lewis & Clark Softball Tournament(1) MACC Softball Practices(22) Adult Softball Games(7 games)	5

Fields/Courts (Please note fir

Green 4	2	Lewis & Clark Softball Tournament(1) MACC Softball Practice(1)	1
Green 5	7	Lewis & Clark Softball Tournament(1) Adult Softball Games(6 games)	6
Green 6	-	-	-
Groeber	0	-	2
Meinert	0	-	1
Patrick	0	-	1
Fox Field	-	-	-
Fox Park Pickleball / Tennis Courts	-	-	-
Batting Cages	-	-	-
Shelter 1 Tennis Courts	-	-	-
Wilhite Tennis Courts	-	-	-

2022 **2021**

Shelters

Shelter 1	2	Family Reunion(1) Private Party(1)	2
Shelter 3	1	Company BBQ(1)	0
Shelter 5	4	Family Reunion(1) RC Soil & Water(1) ASTRA Breast Cancer Awareness Meeting(1) Birthday Party(1)	1
Fox Park Shelter	2	Private Rental(2)	1
Klein Shelter	4	FFA Barn Warming Dance(1) Sukkot Festival(1) Family Gathering(1) Baby Shower(1)	3
Lake Pavilion	0	-	1
Riley Pavilion	0	-	3
Meditation Garden and Legacy	-	-	-
Overlook	-	-	-
Depot Park Shelter	1	Private Rental(1)	0

2022 **2021**

Auditorium

Entire Facility	7	Wedding Anniversary(1) Unfinished Pieces Trivia Night(1) United Way Mother Son Dance(1) Paradigm Liaison Services Company Event(1) Internal: Police Department Blood Drive(1) City Health Fair(1 res. 2 days) Fire Dept. Training(1 res. 3 days)	7
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		2022	2021
Aquatic Center	Entire Facility	-	-
	Sunshade Area	-	-

		2022	2021
Recreation	Estimated 3,000 people total	59	43
	Trick-or-Treat Trail (roughly 840 children) Participating Businesses		Estimated 3000-4000 people total

Director – Troy Bock

- The Director of Conservation, Sara Parker Pauley, visited November 2nd to review past and future joint project sites at Beuth and Rothwell Parks. It was great to have her on the ground to see what we and her staff have been working on across several fronts since her last visit two years ago where I put several ideas on the table. Following her visit two years ago, she directed her regional staff to work on those concepts because we are the third largest city in the NE region and have unmatched natural resources relative to other cities in the region – nearly all are complete, in process, or are ongoing annual efforts such as forestry and trout stocking. She and her staff have been incredible to work with.
- Bleigh began staging equipment at the Howard Hills Athletic Complex (MACC projects).
- The change order from L&J Development for electrical and parking lot base has been received by staff and will be processed through Park Board and Council.
- Communicated with a property owner north of Fox Park about private property (junk pile and volleyball court) on City ground. The net has been removed, the removal of the junk pile and barrels are in progress. Once complete, we will reevaluate to avoid encroachment.
- Working with DNR and a firm to do an archaeological review of the Kiwanis Park ground. This is increasingly a routine process with many potential grant-funded projects to ensure no tribal artifacts are on site. It should be a formality of process so we will go through the motions in the coming weeks.
- We continue to work in required annual MIRMA trainings.
- Heritage Hills:
 - Dustin McCormick has completed the cart paths on hole 1 and will be moving to hole 2.
 - Landscaping around the clubhouse is being redone.
 - The management company has hired a new Assistant Superintendent which will bide time in hiring a Superintendent to hopefully ensure they find the right fit. Both positions were budgeted for in the current year budget to ensure a stronger core staff as seasonal staff is increasingly hard to find and retain which puts the course in a risky position in terms of being able to keep up with maintenance. The additional FT position will take the place of a seasonal position, staffing to the grounds crew nearly to the levels they were under previous ownership with the clubhouse staff levels remaining down 1 FT position. With memberships continuing to climb annually, this will help deliver a continually better product on the course to show members and prospective members the reinvestment of their funds in the course.
 - Met with Brian Minnis for a monthly update on Heritage Hills operations. Overall things are going well, though they have open positions heading into next season and we will continue to have to evaluate how to chip away at equipment and other needs as the budget allows as the needs are greater than the budget allows.

Administration – Leslie Keeney

- Presented Parks and Recreation information to the current EXCEL Class at City Hall.
- Held department league meeting to discuss the 2022 season and what needs adjusted/updated for 2023.
- Organized and took minutes for department Fees and Policies committee meeting.
- Planning for the next MPRA Region meeting, it will be held in Jefferson City at the Washington Park Ice Arena. Also worked the Jason Aldean concert at Mizzou Arena for MPRA Region 2. These funds are used for various purposes, some of which goes back into Professional Development for Parks and Recreation Professionals.

- Oversaw day to day operations of Parks and Recreation Office.

Dirk Miller – Park Superintendent

- Septic tank was delivered for the “vault” box (irrigation pump storage). This is the option we chose for a semi-enclosed box for new plumbing since it will have gauges to read, valves to adjust, and easier maintenance. Parts are in now.
- Met with Glenn Kusgan and Terry Moore from ESP for the final walk through at the Solar Pavilion.
- Received bids on replacing trusses and Roofing on Shelter #5, and re-roofing Shelters 7 and 8. Also received bids to raise the concrete on the uneven cracks at the Complex. Still working on getting more bids for additional streetlights.
- Primed and painted the inside roof and eaves at the Tannehill Gazebo. Ordered new ceiling light.
- Finished winterizing all bathrooms and water lines at the parks. Agee Plumbing out to winterize the Pool and Complex. Smith Heating out to do the fall checks on the A/C/heating units and to install a new furnace at the east bathrooms at the Complex for MACC.
- City Street Department oiled walking pathway cracks. Finished making new heavy duty towing bracket and bearings for Jacob’s heavy steel roller.
- Had load of gravel and boulders brought in at the boat ramp of Rothwell Lake to extend the seawall past the paddle boat dock. Hopefully they’ll start next week.
- Cut down some dead oak trees, cut up for firewood, and ground down stumps. Trimmed bushes at the downtown office and at the War Memorial entrance to Rothwell Park.
- Making repairs to and putting up Christmas lights in the Rothwell Park.

Jacob Buntun – Athletic Complex Supervisor/Sports Manager

Athletic Complex:

- Funbrella’s were winterized.
- Fall over-seeding and fertilizer applications were applied.
- MACC softball games were held on October 15th.

Sports:

- Hosted the Lewis and Clark softball tournament October 1st.
- Little Spartan football practices were held every Tuesday and Thursday nights.
- Fall Adult softball league was held every Tuesday night and concluded October 11th.

Jenna Kitchen – Recreation Supervisor

Events/Marketing

- Trick-or-Treat Trail went well.
- Frosty 5K is Friday, December 9th.
- Offering the Cyber Monday Sale for 2023 Season Pool Passes.
- Continuing to work on our other winter events and programs.

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 2022

1. Promoting Child Pornography: Suspect: SB, W/M, 20 yoa; Victim: Unidentified Minor. Reports sent to RCPA.
2. Possession of Child Pornography: Suspect: SB, W/M, 20 yoa; Victim: Unidentified Minor. Reports sent to RCPA.
3. Warrant Arrest (Probation: Dangerous Drugs). Suspect: SW, W/M, 32 yoa; Victim: State of MO. Reports sent to RCPA.
4. Warrant Arrest (Forgery): Suspect: SW, W/M, 32 yoa; Victim: Unknown (Monroe Co Warrant). Reports sent to RCPA.
5. Peace Disturbance – Victim: DW (61 YOA) – Offender: LL (66 YOA) – Closed, Victim refused to cooperate.
6. Peace Disturbance – Victim: LL (66 YOA) – Offender: KC (Unk YOA) – Closed, Victim refused to cooperate.
7. Assault – Victim: DM (43 YOA) – Offender: JM (54 YOA) – Closed, Victim refused to cooperate.
8. Violation of Child Protection Order: Suspect: JT W/M, 51 YOA; Victim: JR W/F, 15 YOA. Reports sent to RCPA.
9. Motor Vehicle Theft: Suspect: DW W/M, 33 YOA; Victim: AM W/F, 41 YOA. Reports sent to RCPA.
10. Fraudulent Use of Credit/Debit Card: Suspect: DW W/M, 33 YOA; Victim: RG W/F, 36 YOA Reports sent to RCPA.
11. Stealing: Suspect: DW W/M, 33 YOA; Victim: RG W/F, 36 YOA. Reports sent to RCPA.
12. Stealing: Suspect: DW W/M, 33 YOA; Victim: AH W/F, 16 YOA. Reports sent to RCPA.
13. Fraudulent Use of Credit/Debit Card: Suspect: DW W/M, 33 YOA; Victim: AH W/F, 16 YOA. Reports sent to RCPA.
14. Child Molestation: Suspect: TF, W/M, 15yoa; Victim: AC, W/M, 2yoa. Reports sent to RCJO.
15. Rape: Suspect: CS, W/M, 26yoa; Victim: MW, W/F, 30yoa. Reports sent to RCPA.

Cases Cleared.....16
Interviews.....73
Interrogations.....9
Reports Written.....78

Special Assignments

Monthly Report

- Completed Paycom for detective unit.
- Approved numerous reports for Detective Unit.
- Tagged numerous body camera videos.
- Assisted MSHP Digital Forensics with a search warrant for Child Pornography investigation.
- Assisted with Child Molestation investigation.
- Conducted follow up on Tampering with a Motor Vehicle investigation.
- Conducted follow up on a Child Abuse investigation.
- Follow up on Runaway Juvenile case.
- Follow up on Stealing/ Domestic Assault investigation.
- Received Hotline report from RCJO about Child Molestation investigation.
- Called out to assist with Death Investigation (Drug Overdose).
- Made report to the Child Abuse Hotline.
- Conducted follow up on Death Investigation.
- Made report to the Child Abuse Hotline.
- Arrested subject for two Monroe County warrants.
- Wrote and submitted Affidavit for a Facebook search warrant for Death Investigation.
- Conducted follow up on DWI.
- Submitted Search Warrant to Facebook for Death Investigation.
- Submitted Preservation Request to AT&T for DWI investigation.
- Conducted follow up on Runaway Juvenile case.
- Submitted affidavit for search warrant for DWI investigation.
- Conducted Search Warrant return at the Justice Center in Huntsville.
- Follow up on Endangering the Welfare of a Child investigation.
- Firearms Qualifications.
- Follow up on Burglary investigation.
- Back up computer files related to the detective unit.
- Assisted SRO with a check the well-being.
- Investigated a hotline report of sexual assault.
- Sent referral to the Rainbow House for a forensic interview.
- Tagged numerous body camera videos
- Worked patrol due to low manpower
- Assisted MSHP with Search Warrant for Possession of Child Pornography investigation
- Wrote Facebook Search Warrant in reference to Murder/Manslaughter/Delivery of CS investigation



Police Department
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Chief of Police
264th Session FBI Academy

300 N Clark Street
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Executed Facebook Search Warrant in reference to Murder/Manslaughter/Delivery of CS investigation
Attended (2) forensic interviews in Columbia in reference to Child Molestation investigations
Wrote Cellphone Search Warrant in reference to Child Molestation investigation
Executed Cellphone Search Warrant in reference to Child Molestation investigation
Tagged several body camera videos.
Followed up on a child molestation investigation
Followed up on a robbery investigation
Attended CMTOA training in Jefferson City.
Followed up on a child molestation investigation.
Attended Associate Court.
Followed up on rape investigation.
Attended Municipal Court.
Completed a Laboratory Request Form.
Followed up on a child molestation investigation.
Followed up on a hotline investigation.
Completed a CAC referral for Rainbow House interview.
Assisted patrol with stealing investigation.
Completed fall firearms (low light) training.
Followed up on a child molestation investigation.
Completed a CAC referral for Rainbow House interview.
Assisted patrol on a stealing investigation.
Assisted patrol on serving a juvenile pick up order.
Assisted patrol on an ex-parte violation investigation.

Recovered Property

Apple AirPods Pro; estimated value \$260

Respectfully Submitted,
Tracey Hayes
Commander

11/01/22
09:44

Moberly Police Department
Total CAD Calls Received, by Nature of Call

Page: 343
1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	1	0.11
Accident/Motor Vehicle	7	0.76
Alarm Call	34	3.70
Animal Bite	14	1.52
Animal Complaint	3	0.33
Assault	13	1.41
Assist Other Agency	6	0.65
Assist Public/Employee	31	3.37
Building Check	96	10.43
Burglary	192	20.87
Civil Matter	2	0.22
Damage Property	1	0.11
Death Investigation	9	0.98
Document Delivery/Pickup	5	0.54
Domestic Abuse	1	0.11
E911 Check	2	0.22
Extra Watch	3	0.33
Field Contact	61	6.63
Fire Call	19	2.07
Fire Health Safety Check	3	0.33
Found Property/Contraband	1	0.11
Fraud	7	0.76
Funeral Escort	2	0.22
Harassment	1	0.11
Health Safety	7	0.76
Keeping the Peace	7	0.76
Parking Violation	1	0.11
Peace Disturbance	7	0.76
Runaway Juv	74	8.04
Search Warrant	2	0.22
Special Assignment	1	0.11
Stealing	6	0.65
Suicide/Suicide Attempt	38	4.13
Suspicious Activity	1	0.11
Suspicious Person	47	5.11
Suspicious Vehicle	13	1.41
Traffic Complaint	22	2.39
Trespass/Refusing to Leave	127	13.80
Warrant Arrest	7	0.76
Try to Contact/Well-Being	12	1.30
	34	3.70
Total Calls:		920

Report Includes:

- All dates between `00:00:01 10/01/22` and `23:59:59 10/31/22`
- All nature of incidents
- All cities
- All types
- All priorities
- All agencies matching `1`

*** End of Report \SpillmanServer\app\tmp\reportTmp_aspilman\r

Moberly Fire Department October Monthly Report 2022



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, 2022
 Re: October Monthly Council Report:

- Last month the fire department responded to 119 incidents (33 different types) this included: **9 fire related calls, 59 EMS Calls, 26 service calls, 9 good intent call, 9 false alarms & false calls, 4 Hazardous Condition (No Fire), 3 Special Incident Types, and 16 fire inspections.**
- The Department's three shifts combined for **385.5** training hours. The following topics were covered: Defensive Driving Training; Electric Vehicle Safety Training; Fire Prevention Education; Traffic Incident Management Training; Driver Pumper and Street Training; Medical Emergencies (Stroke & Cardiac Care); Fireground Operations & Ventilation; and Health and Wellness.
- Building inspections (CFOs) and annual business inspections continue to be done by all three shifts.
- Hydrant testing was found to not be totally complete last month. The crews tested 89 hydrants in October.
- The Chief submitted the quarterly report to SEMA (Mark Twain Regional Council of Governments) for the 1st quarter of the year. This meets the requirements for reimbursement to the city.
- Banner Fire was here to perform the annual fit testing of the personnel and the annual testing of the SCBA harnesses (packs).
- The Department personnel participated in the City Health Fair on the 7th.
- The department held a recruit entrance exam testing on the 7th. We extended offers to three persons taking the test but had one individual decline the offer. The first recruit will start on October 31st and the second recruit starts on November 7th.
- The department hosted a Traffic Incident Management class on three consecutive days, October 11th, 12th, and 13th.
- October is Fire Prevention Month, and the crews provided public service to the schools throughout the area.
- On October 15th, the department participated in the Walmart Tower and Flag Festival.
- The annual firefighter physicals were concluded with the hands-on portion provided by SiteMed on the 17th.
- On-duty shift provided fire safety and first aid training to a local Cub Scout Group on the 18th.

- On-duty crews participated in the Employer Showcase held at the Moberly High School on the 19th.
- The Chief attended the Region B Fire Chief's Meeting in Shelbina on the 19th.
- The Chief participated in a meeting regarding the Randolph County E911 radio project with the City Manager, City Police Chief and Ray Freeman.
- The Chief attended the Region B RHSOC (SEMA) meeting virtually. This was a regular meeting and was then followed by a special meeting to discuss and decide upon the region's THIRA topics of contention that the region would focus on over the next few years.
- On-duty personnel participated in a training program sponsored by Paradigm covering local pipeline response on the 31st.
- The department participated in the Trick or Treat Trail on Halloween.

Notice for November 2022

- The department will continue to provide business inspections to the community.
- The Chief will continue to participate in the COVID-19 conference call (COAD) when they occur.
- The department has three personnel going to the Hutchinson Fire Academy this month for the hands-on portion of the training. They will depart on November 4th and return on November 18th.
- We are sending two personnel to the Missouri Emergency Services Instructor's Conference in the Lake of the Ozarks. The conference runs November 3rd through the 5th. Our personnel are participating in the Train-the-Trainer Preconference. They will be able to deliver courses as a MU Fire and Rescue Training Institute Registered Program when completed.
- The department would like to wish everyone a Happy Thanksgiving!

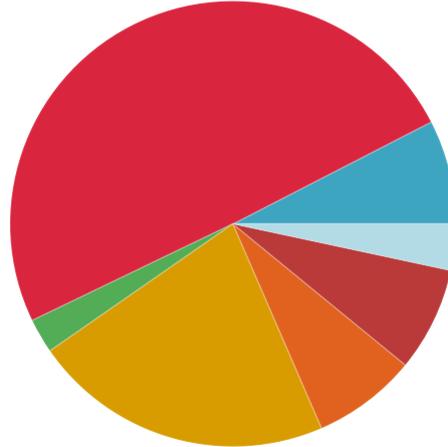


Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
Fax: 600-263-0596
Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
Moberly, MO 65270-1520

Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
111 - Building fire	3	2.52%
142 - Brush or brush-and-grass mixture fire	2	1.68%
1511 - Household Refuse Fire	1	0.84%
1513 - Yard Waste/ Refuse Fire	1	0.84%
1514 - Recreational Fire	1	0.84%
154 - Dumpster or other outside trash receptacle fire	1	0.84%
311 - Medical assist, assist EMS crew	2	1.68%
3112 - Lift Assistance	8	6.72%
3113 - Standby, No care provided	1	0.84%
321 - EMS call, excluding vehicle accident with injury	42	35.29%
322 - Motor vehicle accident with injuries	2	1.68%
324 - Motor vehicle accident with no injuries.	3	2.52%

Incident Type	Total Incidents	Percent
331 - Lock-in (if lock out , use 511)	1	0.84%
412 - Gas leak (natural gas or LPG)	1	0.84%
444 - Power line down	1	0.84%
463 - Vehicle accident, general cleanup	1	0.84%
5001 - Gas Appliance Inspection	15	12.61%
5003 - Sprinkler System Inspection	1	0.84%
5005 - CFO Inspection	1	0.84%
511 - Lock-out	1	0.84%
522 - Water or steam leak	1	0.84%
5311 - Report of odor with nothing found	5	4.20%
551 - Assist police or other governmental agency	1	0.84%
561 - Unauthorized burning	1	0.84%
611 - Dispatched & canceled en route	3	2.52%
622 - No incident found on arrival at dispatch address	1	0.84%
651 - Smoke scare, odor of smoke	5	4.20%
714 - Central station, malicious false alarm	1	0.84%
735 - Alarm system sounded due to malfunction	4	3.36%
743 - Smoke detector activation, no fire - unintentional	1	0.84%
744 - Detector activation, no fire - unintentional	1	0.84%
745 - Alarm system activation, no fire - unintentional	2	1.68%
911 - Citizen complaint	4	3.36%

Total Number of Incidents: 119

Total Number of Incident Types: 33

Incident Type **Total Incidents** **Percent**

Report Filter Settings

Report File Name: Incidents by Incident Type, Summary with Major Type Graph

Filter Name: Last Calendar Month

Filter Expression: [AlarmDateTime] is between '10/1/2022 12:00:00 AM' and '10/31/2022 11:59:59 PM'

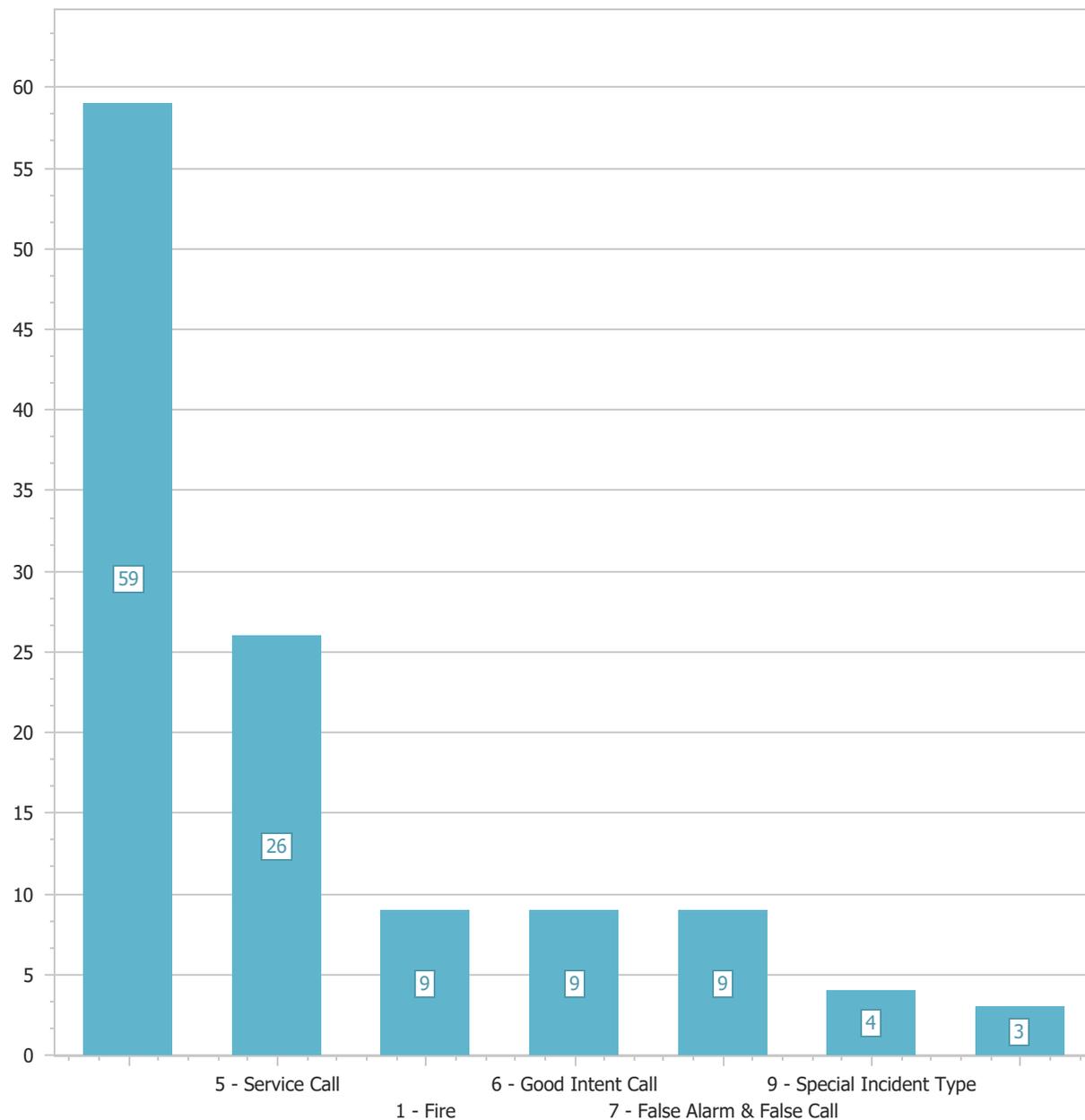


City of Moberly Fire Department

Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
Fax: 600-263-0596
Station #2: 660-263-4121

310 N. Clark
Moberly, MO 65270-1520

Incident Reports by Incident Type Series, Detailed



Incident Type: 1 - Fire

Incident #	Exp #	Alarm Date/Time	Address
2201134	0	10/6/2022 4:13:30 AM	1615 Omar Bradley DR, Moberly, MO 65270
2201148	0	10/9/2022 7:03:23 PM	621 W Carpenter ST, Moberly, MO 65270
2201150	0	10/10/2022 8:10:08 AM	544 NORTH AVE, Moberly, MO 65270
2201176	0	10/18/2022 5:50:00 PM	623 Taylor ST, Moberly, MO 65270
2201177	0	10/18/2022 9:29:55 PM	417 E Carpenter ST, Moberly, MO 65270
2201182	0	10/20/2022 2:28:00 AM	720 McKinley AVE, Moberly, MO 65270
2201187	0	10/20/2022 2:04:43 PM	106 Lyons ST, Moberly, MO 65270
2201195	0	10/21/2022 6:51:25 PM	826 West End AVE, Moberly, MO 65270
2201197	0	10/22/2022 4:29:16 PM	325 MOREHEAD ST, Moberly, MO 65270
			Total Incidents: 9

Incident Type: 3 - Rescue & Emergency Medical Service Incident

Incident #	Exp #	Alarm Date/Time	Address
2201116	0	10/1/2022 6:59:55 PM	511 Longview ST W, Moberly, MO 65270
2201117	0	10/1/2022 7:54:50 PM	US 63 at RT M, Moberly, MO 65270
2201125	0	10/5/2022 9:25:28 AM	225 SUNSET DR, Moberly, MO 65270
2201130	0	10/5/2022 2:52:01 PM	800 Sinnock ST #24, Moberly, MO 65270
2201128	0	10/5/2022 3:05:46 PM	824 McKinley AVE, Moberly, MO 65270
2201131	0	10/5/2022 5:47:18 PM	527 Fulton AVE, Moberly, MO 65270
2201132	0	10/5/2022 7:55:11 PM	610 W ROLLINS #C, Moberly, MO 65270
2201133	0	10/5/2022 10:16:02 PM	1407 HURLEY ST, Moberly, MO 65270
2201135	0	10/6/2022 9:11:24 AM	422 TAYLOR, Moberly, MO 65270

2201136 0 10/6/2022 9:44:33 2251 SILVA, Moberly, MO 65270 AM
2201138 0 10/6/2022 12:03:39 800 SINNOCK, Moberly, MO 65270 PM
2201140 0 10/6/2022 5:01:47 823 AULT, Moberly, MO 65270 PM
2201142 0 10/6/2022 8:13:27 800 SINNOCK, Moberly, MO 65270 PM
2201143 0 10/7/2022 4:03:05 310 S Clark ST, Moberly, MO 65270 AM
2201144 0 10/7/2022 2:22:54 1500 BLK N MORLEY, Moberly, MO 65270 PM
2201149 0 10/9/2022 8:09:22 634 Meadowbrook DR, MOBERLY, MO 65270 PM
2201151 0 10/11/2022 2:56:39 800 SINNOCK AVE #2, Moberly, MO 65270 AM
2201152 0 10/11/2022 7:57:15 1800 E Outter RD, Moberly, MO 65270 AM
2201154 0 10/11/2022 5:41:22 1217 SHEPHERDS DR, Moberly, MO 65270 PM
2201155 0 10/12/2022 4:35:12 800 Sinnock AVE #24, Moberly, MO 65270 AM
2201156 0 10/12/2022 9:57:40 111 N Fourth ST, Moberly, MO 65270 AM
2201157 0 10/12/2022 529 FARROR, Moberly, MO 65270
10:22:12 AM
2201160 0 10/13/2022 5:46:55 GARFIELD ST & E Carpenter ST, Moberly, MO
PM
2201161 0 10/14/2022 317 MOREHEAD ST E, Moberly, MO 65270
10:22:20 AM
2201162 0 10/14/2022 9:56:56 803 W Rollins ST, Moberly, MO 65270
PM
2201163 0 10/15/2022 6:58:24 26 KENNEDY, Moberly, MO 65270
PM
2201164 0 10/16/2022 5:38:55 1751 E Urbandale DR, Moberly, MO 65270
AM
2201165 0 10/16/2022 9:35:36 422 TAYLOR ST, Moberly, MO 65270
AM
2201166 0 10/16/2022 1605 Parkwood DR, Moberly, MO 65270
12:28:00 PM
2201167 0 10/16/2022 2:54:08 800 SINNOCK AVE #12, Moberly, MO 65270
PM
2201170 0 10/16/2022 1250 Shepherd's DR, Moberly, MO 65270
11:18:22 PM
2201178 0 10/19/2022 9:46:58 800 SINNOCK AVE #24, Moberly, MO 65270
AM

2201179	0	10/19/2022 12:55:27 PM	209 Williams ST S, Moberly, MO 65270
2201181	0	10/19/2022 8:50:03 PM	517 FARROR ST, Moberly, MO 65270
2201185	0	10/20/2022 12:33:05 PM	208 Edgewood TER, Moberly, MO 65270
2201188	0	10/20/2022 4:10:05 PM	1201 Myra ST, Moberly, MO 65270
2201189	0	10/20/2022 8:26:49 PM	1515 UNION AVE, Moberly, MO 65270
2201190	0	10/21/2022 7:29:24 AM	1306 Fisk AVE, Moberly, MO 65270
2201191	0	10/21/2022 9:06:04 AM	2105 Silva #4, Moberly, MO 65270
2201192	0	10/21/2022 1:24:55 PM	524 Wescott LN, Moberly, MO 65270
2201205	0	10/24/2022 4:18:49 PM	314 N Fifth ST N, Moberly, MO 65270
2201206	0	10/24/2022 6:29:31 PM	1108 Quinn ST W, Moberly, MO 65270
2201207	0	10/24/2022 8:57:10 PM	1331 E Urbandale DR, Moberly, MO 65270
2201208	0	10/24/2022 9:07:00 PM	Morehead ST & Porter ST, Moberly, MO
2201210	0	10/25/2022 10:30:59 AM	347 Woodland AVE, Moberly, MO 65270
2201211	0	10/25/2022 4:28:29 PM	1204 S Morley ST #8, Moberly, MO 65270
2201212	0	10/25/2022 4:40:39 PM	317 MOREHEAD ST, Moberly, MO 65270
2201217	0	10/26/2022 5:07:03 PM	1949 Eastbrook CIR, Moberly, MO 65270
2201218	0	10/26/2022 11:58:36 PM	1000 S Williams ST #409, Moberly, MO 65270
2201219	0	10/27/2022 3:58:06 PM	829 Concannon ST W, Moberly, MO 65270
2201220	0	10/27/2022 5:24:27 PM	1936 EASTBROOK, Moberly, MO 65270
2201223	0	10/29/2022 8:30:47 AM	1330 WOODRIDGE LN, Moberly, MO 65270
2201225	0	10/29/2022 12:53:24 PM	804 CLEVELAND, Moberly, MO 65270
2201226	0	10/29/2022 8:56:15 PM	610 W ROLLINS ST, Moberly, MO 65270
2201227	0	10/30/2022 11:14:55 AM	520 FRANKLIN, Moberly, MO 65270

2201228	0	10/31/2022 4:30:17 AM	625 TAYLOR, Moberly, MO 65270
2201230	0	10/31/2022 10:48:34 AM	534 HIGHWAY 24, Moberly, MO 65270
2201231	0	10/31/2022 6:37:24 PM	319 WISDOM ST, Moberly, MO 65270
2201232	0	10/31/2022 7:17:10 PM	806 WEINTZ ST, Moberly, MO 65270

Total Incidents: 59

Incident Type: 4 - Hazardous Condition (No Fire)

Incident #	Exp #	Alarm Date/Time	Address
2201121	0	10/3/2022 9:37:06 AM	538 W Reed ST, Moberly, MO 65270
2201146	0	10/7/2022 6:19:43 PM	1317 E HIGHWAY 24 #B, Moberly, MO 65270
2201159	0	10/13/2022 3:42:33 PM	213 5TH, Moberly, MO 65270

Total Incidents: 3

Incident Type: 5 - Service Call

Incident #	Exp #	Alarm Date/Time	Address
2201120	0	10/2/2022 3:05:00 PM	124 S Ault ST, Moberly, MO 65270
2201122	0	10/3/2022 3:29:00 AM	209 S Ault ST, Moberly, MO 65270
2201123	0	10/3/2022 3:35:00 AM	518 Johnson ST, Moberly, MO 65270
2201126	0	10/5/2022 2:30:00 PM	221 S Morley ST S, Morley, MO 65270
2201129	0	10/5/2022 2:30:00 PM	512 S Ault ST, Moberly, MO 65270
2201139	0	10/6/2022 1:10:00 AM	112 Wendell LN, Moberly, MO 65270
2201141	0	10/6/2022 5:15:00 AM	614 Bertley ST, Moberly, MO 65270
2201137	0	10/6/2022 10:38:14 AM	800 BLK W REED, Moberly, MO 65270
2201145	0	10/7/2022 3:20:00 PM	411 Jefferson AVE, Moberly, MO 65270
2201147	0	10/8/2022 12:42:42 AM	124 S Ault ST, Moberly, MO 65270

2201168	0	10/16/2022 7:55:55	528 W Rollins ST #A, Moberly, MO 65270
		PM	
2201169	0	10/16/2022 8:38:34	1720 CRETE DR, Moberly, MO 65270
		PM	
2201171	0	10/17/2022	706 S Williams ST, Moberly, MO 65270
		10:30:00 AM	
2201173	0	10/18/2022	606 W Lee ST, Moberly, MO 65270
		12:45:00 PM	
2201174	0	10/18/2022 1:10:00	103 N Lyons N, Moberly, MO 65270
		PM	
2201183	0	10/20/2022 9:47:02	1510 JJ HWY #38, Moberly, MO 65270
		AM	
2201184	0	10/20/2022	518 JOHNSON ST N, Moberly, MO 65270
		11:09:47 AM	
2201193	0	10/21/2022 1:45:00	523 S Clark ST, Moberly, MO 65270
		PM	
2201194	0	10/21/2022 2:15:00	715 S Clark ST, Moberly, MO 65270
		PM	
2201200	0	10/23/2022	1302 Fisk AVE, Moberly, MO 65270
		11:50:00 AM	
2201203	0	10/23/2022	308 Bertley ST, Moberly, MO 65270
		10:28:51 PM	
2201204	0	10/24/2022 1:00:00	1225 Quail Haven DR, Moberly, MO 65270
		PM	
2201215	0	10/26/2022	401 S Williams ST, Moberly, MO 65270
		11:00:00 AM	
2201216	0	10/26/2022 1:00:00	315 Betty AVE, Moberly, MO 65270
		PM	
2201221	0	10/28/2022 8:57:00	518 Johnson ST, Moberly, MO 65270
		AM	
2201229	0	10/31/2022 5:51:37	2251 SILVA, Moberly, MO 65270
		AM	

Total Incidents: 26

Incident Type: 6 - Good Intent Call

Incident #	Exp #	Alarm Date/Time	Address
2201115	0	10/1/2022 12:11:15	S AULT STS & E Wightman ST, Moberly, MO
		PM	
2201119	0	10/2/2022 8:20:00	124 S Ault ST, Moberly, MO 65270
		AM	
2201158	0	10/13/2022	724 WILLIAMS, Moberly, MO 65270
		12:58:03 PM	
2201175	0	10/18/2022 3:22:00	1311 E Highway 24, Moberly, MO 65270
		PM	

2201180	0	10/19/2022 2:32:58 PM	2041 Silva LN, Moberly, MO 65270
2201196	0	10/22/2022 4:00:50 PM	220 TAYLOR ST, Moberly, MO 65270
2201213	0	10/25/2022 7:01:05 PM	510 Madison AVE E, Moberly, MO 65270
2201214	0	10/26/2022 10:07:12 AM	335 E McKinsey ST, Moberly, MO 65270
2201222	0	10/28/2022 2:48:57 PM	1615 Omar Bradley DR, Moberly, MO 65270

Total Incidents: 9

Incident Type: 7 - False Alarm & False Call

Incident #	Exp #	Alarm Date/Time	Address
2201114	0	10/1/2022 2:34:34 AM	314 E 24 HWY, Moberly, MO 65270
2201118	0	10/2/2022 3:59:27 AM	1200 E 24 HWY, Moberly, MO 65270
2201124	0	10/3/2022 6:05:20 PM	1200 HIGHWAY 24, Moberly, MO 65270
2201127	0	10/5/2022 2:56:47 PM	1961 Hirst DR, Moberly, MO 65270
2201153	0	10/11/2022 8:06:21 AM	901 UNION AVE, Moberly, MO 65270
2201172	0	10/18/2022 7:18:14 AM	518 Johnson ST, Moberly, MO 65270
2201186	0	10/20/2022 1:50:53 PM	1751 ROBERTSON RD N, Moberly, MO 65270
2201198	0	10/22/2022 9:51:49 PM	611 Fisk AVE, Moberly, MO 65270
2201209	0	10/25/2022 10:03:55 AM	1019 SINNOCK AVE, Moberly, MO 65270

Total Incidents: 9

Incident Type: 9 - Special Incident Type

Incident #	Exp #	Alarm Date/Time	Address
2201199	0	10/23/2022 10:30:00 AM	523 Franklin AVE, Moberly, MO 65270
2201201	0	10/23/2022 3:31:23 PM	525 Franklin AVE, Moberly, MO 65270
2201202	0	10/23/2022 6:37:26 PM	934 W REED ST, Moberly, MO 65270

2201224 0 10/29/2022 9:43:47 1635 S MORLEY ST, Moberly, MO 65270
AM

Total Incidents: 4

Total Number of Distict Incidents: 119

Total Number of Distict Incident Types: 33

Report Filter Settings

Report File Name: Incident Reports by Incident Major Type, Detailed

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '10/1/2022 12:00:00 AM' and '10/31/2022 11:59:59 PM'

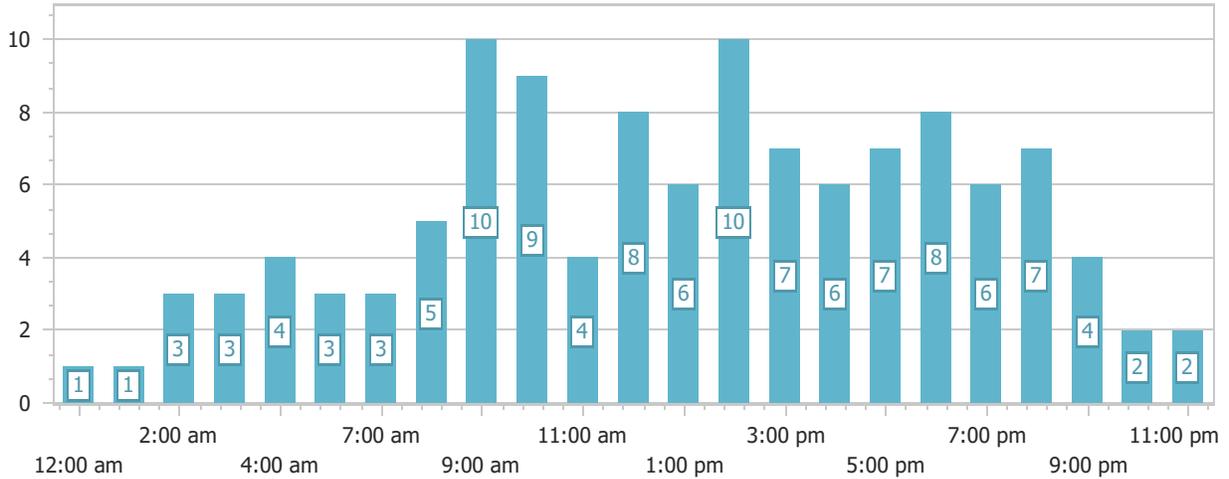


City of Moberly Fire Department

Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
Fax: 600-263-0596
Station #2: 660-263-4121

310 N. Clark
Moberly, MO 65270-1520

Incident Reports by Time of Day, Detailed



12:00 am

Incident #	Exp #	Alarm Date	Incident Type
2201147	0	10/8/2022	5311 - Report of odor with nothing found

Total Number of Incidents: 1

1:00 am

Incident #	Exp #	Alarm Date	Incident Type
2201139	0	10/6/2022	5001 - Gas Appliance Inspection

Total Number of Incidents: 1

2:00 am

Incident #	Exp #	Alarm Date	Incident Type
2201114	0	10/1/2022	735 - Alarm system sounded due to malfunction
2201151	0	10/11/2022	321 - EMS call, excluding vehicle accident with injury
2201182	0	10/20/2022	111 - Building fire

Total Number of Incidents: 3

3:00 am

Incident #	Exp #	Alarm Date	Incident Type
2201118	0	10/2/2022	735 - Alarm system sounded due to malfunction
2201122	0	10/3/2022	5001 - Gas Appliance Inspection
2201123	0	10/3/2022	5001 - Gas Appliance Inspection

Total Number of Incidents: 3

4:00 am

Incident #	Exp #	Alarm Date	Incident Type
2201134	0	10/6/2022	111 - Building fire
2201143	0	10/7/2022	321 - EMS call, excluding vehicle accident with injury
2201155	0	10/12/2022	321 - EMS call, excluding vehicle accident with injury
2201228	0	10/31/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 4

5:00 am

Incident #	Exp #	Alarm Date	Incident Type
2201141	0	10/6/2022	5001 - Gas Appliance Inspection
2201164	0	10/16/2022	321 - EMS call, excluding vehicle accident with injury
2201229	0	10/31/2022	522 - Water or steam leak

Total Number of Incidents: 3

7:00 am

Incident #	Exp #	Alarm Date	Incident Type
2201152	0	10/11/2022	321 - EMS call, excluding vehicle accident with injury
2201172	0	10/18/2022	735 - Alarm system sounded due to malfunction
2201190	0	10/21/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 3

8:00 am

Incident #	Exp #	Alarm Date	Incident Type
2201119	0	10/2/2022	651 - Smoke scare, odor of smoke
2201150	0	10/10/2022	154 - Dumpster or other outside trash receptacle fire
2201153	0	10/11/2022	744 - Detector activation, no fire - unintentional
2201221	0	10/28/2022	5005 - CFO Inspection
2201223	0	10/29/2022	321 - EMS call, excluding vehicle accident with injury
Total Number of Incidents:			5

9:00 am

Incident #	Exp #	Alarm Date	Incident Type
2201121	0	10/3/2022	463 - Vehicle accident, general cleanup
2201125	0	10/5/2022	321 - EMS call, excluding vehicle accident with injury
2201135	0	10/6/2022	3112 - Lift Assistance
2201136	0	10/6/2022	3112 - Lift Assistance
2201156	0	10/12/2022	321 - EMS call, excluding vehicle accident with injury
2201165	0	10/16/2022	311 - Medical assist, assist EMS crew
2201178	0	10/19/2022	311 - Medical assist, assist EMS crew
2201183	0	10/20/2022	511 - Lock-out
2201191	0	10/21/2022	321 - EMS call, excluding vehicle accident with injury
2201224	0	10/29/2022	911 - Citizen complaint
Total Number of Incidents:			10

10:00 am

Incident #	Exp #	Alarm Date	Incident Type
2201137	0	10/6/2022	5311 - Report of odor with nothing found
2201157	0	10/12/2022	331 - Lock-in (if lock out , use 511)
2201161	0	10/14/2022	321 - EMS call, excluding vehicle accident with injury
2201171	0	10/17/2022	5001 - Gas Appliance Inspection
2201199	0	10/23/2022	911 - Citizen complaint
2201209	0	10/25/2022	745 - Alarm system activation, no fire - unintentional
2201210	0	10/25/2022	321 - EMS call, excluding vehicle accident with injury
2201214	0	10/26/2022	651 - Smoke scare, odor of smoke

2201230 0 10/31/2022 324 - Motor vehicle accident with no injuries.

Total Number of Incidents: 9

11:00 am

Incident #	Exp #	Alarm Date	Incident Type
2201184	0	10/20/2022	5003 - Sprinkler System Inspection
2201200	0	10/23/2022	561 - Unauthorized burning
2201215	0	10/26/2022	5001 - Gas Appliance Inspection
2201227	0	10/30/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 4

12:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2201115	0	10/1/2022	611 - Dispatched & canceled en route
2201138	0	10/6/2022	3112 - Lift Assistance
2201158	0	10/13/2022	622 - No incident found on arrival at dispatch address
2201166	0	10/16/2022	321 - EMS call, excluding vehicle accident with injury
2201173	0	10/18/2022	5001 - Gas Appliance Inspection
2201179	0	10/19/2022	3113 - Standby, No care provided
2201185	0	10/20/2022	321 - EMS call, excluding vehicle accident with injury
2201225	0	10/29/2022	3112 - Lift Assistance

Total Number of Incidents: 8

1:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2201174	0	10/18/2022	5001 - Gas Appliance Inspection
2201186	0	10/20/2022	745 - Alarm system activation, no fire - unintentional
2201192	0	10/21/2022	321 - EMS call, excluding vehicle accident with injury
2201193	0	10/21/2022	5001 - Gas Appliance Inspection
2201204	0	10/24/2022	5001 - Gas Appliance Inspection
2201216	0	10/26/2022	5001 - Gas Appliance Inspection

Total Number of Incidents: 6

2:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2201126	0	10/5/2022	5001 - Gas Appliance Inspection
2201129	0	10/5/2022	5001 - Gas Appliance Inspection
2201130	0	10/5/2022	321 - EMS call, excluding vehicle accident with injury
2201127	0	10/5/2022	735 - Alarm system sounded due to malfunction
2201144	0	10/7/2022	322 - Motor vehicle accident with injuries
2201167	0	10/16/2022	321 - EMS call, excluding vehicle accident with injury
2201180	0	10/19/2022	651 - Smoke scare, odor of smoke
2201187	0	10/20/2022	1513 - Yard Waste/ Refuse Fire
2201194	0	10/21/2022	5001 - Gas Appliance Inspection
2201222	0	10/28/2022	611 - Dispatched & canceled en route

Total Number of Incidents: 10

3:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2201120	0	10/2/2022	5311 - Report of odor with nothing found
2201128	0	10/5/2022	321 - EMS call, excluding vehicle accident with injury
2201145	0	10/7/2022	5001 - Gas Appliance Inspection
2201159	0	10/13/2022	444 - Power line down
2201175	0	10/18/2022	611 - Dispatched & canceled en route
2201201	0	10/23/2022	911 - Citizen complaint
2201219	0	10/27/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 7

4:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2201188	0	10/20/2022	321 - EMS call, excluding vehicle accident with injury
2201196	0	10/22/2022	651 - Smoke scare, odor of smoke
2201197	0	10/22/2022	142 - Brush or brush-and-grass mixture fire

2201205	0	10/24/2022	321 - EMS call, excluding vehicle accident with injury
2201211	0	10/25/2022	321 - EMS call, excluding vehicle accident with injury
2201212	0	10/25/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 6

5:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2201131	0	10/5/2022	321 - EMS call, excluding vehicle accident with injury
2201140	0	10/6/2022	321 - EMS call, excluding vehicle accident with injury
2201154	0	10/11/2022	321 - EMS call, excluding vehicle accident with injury
2201160	0	10/13/2022	322 - Motor vehicle accident with injuries
2201176	0	10/18/2022	1511 - Household Refuse Fire
2201217	0	10/26/2022	321 - EMS call, excluding vehicle accident with injury
2201220	0	10/27/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 7

6:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2201116	0	10/1/2022	321 - EMS call, excluding vehicle accident with injury
2201124	0	10/3/2022	714 - Central station, malicious false alarm
2201146	0	10/7/2022	412 - Gas leak (natural gas or LPG)
2201163	0	10/15/2022	321 - EMS call, excluding vehicle accident with injury
2201195	0	10/21/2022	142 - Brush or brush-and-grass mixture fire
2201202	0	10/23/2022	911 - Citizen complaint
2201206	0	10/24/2022	3112 - Lift Assistance
2201231	0	10/31/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 8

7:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2201117	0	10/1/2022	324 - Motor vehicle accident with no injuries.

2201132	0	10/5/2022	321 - EMS call, excluding vehicle accident with injury
2201148	0	10/9/2022	1514 - Recreational Fire
2201168	0	10/16/2022	5311 - Report of odor with nothing found
2201213	0	10/25/2022	651 - Smoke scare, odor of smoke
2201232	0	10/31/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 6

8:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2201142	0	10/6/2022	3112 - Lift Assistance
2201149	0	10/9/2022	321 - EMS call, excluding vehicle accident with injury
2201169	0	10/16/2022	5311 - Report of odor with nothing found
2201181	0	10/19/2022	321 - EMS call, excluding vehicle accident with injury
2201189	0	10/20/2022	3112 - Lift Assistance
2201207	0	10/24/2022	3112 - Lift Assistance
2201226	0	10/29/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 7

9:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2201162	0	10/14/2022	321 - EMS call, excluding vehicle accident with injury
2201177	0	10/18/2022	111 - Building fire
2201198	0	10/22/2022	743 - Smoke detector activation, no fire - unintentional
2201208	0	10/24/2022	324 - Motor vehicle accident with no injuries.

Total Number of Incidents: 4

10:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2201133	0	10/5/2022	321 - EMS call, excluding vehicle accident with injury
2201203	0	10/23/2022	551 - Assist police or other governmental agency

Total Number of Incidents: 2

11:00 pm

Incident #	Exp #	Alarm Date	Incident Type	
2201170	0	10/16/2022	321 - EMS call, excluding vehicle accident with injury	
2201218	0	10/26/2022	321 - EMS call, excluding vehicle accident with injury	
Total Number of Incidents:				2

Report Filter Settings

Report Name: Incident Reports by Time of Day, Detailed
Filter Name: last month
Filter Expression: [AlarmDateTime] is between '10/1/2022 12:00:00 AM' and '10/31/2022 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:
300 - 2015 Chevy Traverse	1
302 - 2014 Saber	55
304 - 2002 Contender	12
305 - 2007 Contender	40
310 - 2013 Dodge Dakota P/U	3
313 - 2008 Command Vehicle	66

Total Number of Incidents: 119

Report Filter Settings

Report Name: Incident Reports by Apparatus, Summary

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '10/1/2022 00:00' and '10/31/2022 23:59'



Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
Fax: 600-263-0596
Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
Moberly, MO 65270-1520

Department Log Hours and Points, Detailed

Allen, Keagan

		Time at Activity	Hours Paid	Points
Start Time: 10/6/2022 1:00:00 AM	Activity:	04:00		4
Log Type: Training	Entry Text: Fire Prevention overview and Fire Safety preparedness for fire safety week next week			
Total Hours and Points:		04:00	0	4

Ballow, Bobby, W

		Time at Activity	Hours Paid	Points
Start Time: 10/27/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Electrical Vehicle Safety			
Start Time: 10/21/2022 8:00:00 AM	Activity:	01:30	1	1
Log Type: Training	Entry Text: YMCA			
Start Time: 10/21/2022 1:00:00 AM	Activity:	16:00		4
Log Type: Training	Entry Text: Emergency Driving tRaining course			
Start Time: 10/18/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 10/6/2022 1:00:00 AM	Activity:	04:00		4
Log Type: Training	Entry Text: Fire Prevention overview and Fire Safety preparedness for fire safety			

week next week

Start Time: 10/5/2022 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** Medical Emergency Training

Total Hours and Points: 31:00 1 18

Boeding, Matthew

			Time at Activity	Hours Paid	Points
Start Time: 10/27/2022 1:00:00 PM	Activity:		04:00		4
Log Type: Training	Entry Text: Electrical Vehicle Safety				
Start Time: 10/27/2022 8:00:00 AM	Activity:		01:00		1
Log Type: Training	Entry Text: YMCA				
Start Time: 10/24/2022 8:00:00 AM	Activity:		01:30		1
Log Type: Training	Entry Text: YMCA				
Start Time: 10/21/2022 8:00:00 AM	Activity:		01:30	1	1
Log Type: Training	Entry Text: YMCA				
Start Time: 10/21/2022 1:00:00 AM	Activity:		16:00		4
Log Type: Training	Entry Text: Emergency Driving tRaining course				
Start Time: 10/18/2022 8:00:00 AM	Activity:		01:30		1
Log Type: Training	Entry Text: YMCA				
Start Time: 10/6/2022 8:00:00 AM	Activity:		01:30		1
Log Type: Training	Entry Text: YMCA				
Start Time: 10/6/2022 1:00:00 AM	Activity:		04:00		4
Log Type: Training	Entry Text: Fire Prevention overview and Fire Safety prepardness for fire safety week next week				

Start Time: 10/3/2022 8:00:00 AM **Activity:** 01:30 1
Log Type: Training **Entry Text:** YMCA

Total Hours and Points: 32:30 1 18

Brockman, Stacy, D

	Time at Activity	Hours Paid	Points
Start Time: 10/27/2022 1:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: Electrical Vehicle Safety			
Start Time: 10/27/2022 8:00:00 AM Activity:	01:00		1
Log Type: Training Entry Text: YMCA			
Start Time: 10/21/2022 8:00:00 AM Activity:	01:30	1	1
Log Type: Training Entry Text: YMCA			
Start Time: 10/21/2022 1:00:00 AM Activity:	16:00		4
Log Type: Training Entry Text: Emergency Driving tRaining course			
Start Time: 10/20/2022 2:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: Driver EVOC Training 1hr in Class3Hrs Evaluation			
Start Time: 10/18/2022 8:00:00 AM Activity:	01:30		1
Log Type: Training Entry Text: YMCA			
Start Time: 10/6/2022 1:00:00 AM Activity:	04:00		4
Log Type: Training Entry Text: Fire Prevention overview and Fire Safety prepardness for fire safety week next week			
Total Hours and Points:	32:00	1	19

Cody, Mark A

Time at Hours

		Activity	Paid	Points
Start Time: 10/26/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Extracation Class Work			
Start Time: 10/20/2022 2:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Driver EVOC Training 1hr in Class3Hrs Evaluation			
Start Time: 10/11/2022 5:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: T.I.M.s Training.			
Start Time: 10/5/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Medical Emergency Training			
Total Hours and Points:		16:00	0	16

Davidson, Wade

		Time at Activity	Hours Paid	Points
Start Time: 10/11/2022 5:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: T.I.M.s Training.			
Total Hours and Points:		04:00	0	4

Dutton II, Kenneth Ross

		Time at Activity	Hours Paid	Points
Start Time: 10/27/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Electrical Vehicle Safety			
Start Time: 10/27/2022 8:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: YMCA			
Start Time: 10/24/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 10/21/2022 8:00:00 AM	Activity:	01:30	1	1

Log Type: Training	Entry Text: YMCA			
Start Time: 10/21/2022 1:00:00 AM	Activity:	16:00		4
Log Type: Training	Entry Text: Emergency Driving tRaining course			
Start Time: 10/18/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 10/6/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 10/6/2022 1:00:00 AM	Activity:	04:00		4
Log Type: Training	Entry Text: Fire Prevention overview and Fire Safety prepardness for fire safety week next week			
Start Time: 10/3/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Total Hours and Points:		32:30	1	18

Fulks, Scott

		Time at Activity	Hours Paid	Points
Start Time: 10/27/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Electrical Vehicle Safety			
Start Time: 10/27/2022 8:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: YMCA			
Start Time: 10/24/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 10/18/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			

Start Time: 10/6/2022 8:00:00 AM	Activity:	01:30	1
Log Type: Training	Entry Text: YMCA		
Start Time: 10/6/2022 1:00:00 AM	Activity:	04:00	4
Log Type: Training	Entry Text: Fire Prevention overview and Fire Safety preparedness for fire safety week next week		
Start Time: 10/3/2022 8:00:00 AM	Activity:	01:30	1
Log Type: Training	Entry Text: YMCA		
Total Hours and Points:		15:00	0 13

Holtkamp, Roy

		Time at Activity	Hours Paid	Points
Start Time: 10/13/2022 5:00:00 PM	Activity: On Duty		3	
Log Type: Training	Entry Text: T.I.M.S class 5pm to 9pm			
Total Hours and Points:		0-1772257	3	0

McGee, Dusty

		Time at Activity	Hours Paid	Points
Start Time: 10/26/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Extracation Class Work			
Start Time: 10/20/2022 2:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Driver EVOC Training 1hr in Class3Hrs Evaluation			
Start Time: 10/11/2022 5:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: T.I.M.s Training.			
Start Time: 10/5/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Medical Emergency Training			

Total Hours and Points: 16:00 0 16

Price, Darren

		Time at Activity	Hours Paid	Points
Start Time: 10/26/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Extracation Class Work			
Start Time: 10/18/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 10/13/2022 5:00:00 PM	Activity: On Duty		3	
Log Type: Training	Entry Text: T.I.M.S class 5pm to 9pm			
Total Hours and Points:			0-1772257 3	5

Putnam, Cory

		Time at Activity	Hours Paid	Points
Start Time: 10/13/2022 5:00:00 PM	Activity: On Duty		3	
Log Type: Training	Entry Text: T.I.M.S class 5pm to 9pm			
Total Hours and Points:			0-1772257 3	0

Rhoads, Lawrence

		Time at Activity	Hours Paid	Points
Start Time: 10/26/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Extracation Class Work			
Start Time: 10/20/2022 2:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Driver EVOC Training 1hr in Class3Hrs Evaluation			
Start Time: 10/11/2022 5:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: T.I.M.s Training.			

Start Time: 10/5/2022 1:00:00 PM **Activity:** 04:00 4
Log Type: Training **Entry Text:** Medical Emergency Training

Total Hours and Points: 16:00 0 16

Steeves, Zachariah

		Time at Activity	Hours Paid	Points
Start Time: 10/13/2022 5:00:00 PM	Activity: On Duty		3	
Log Type: Training	Entry Text: T.I.M.S class 5pm to 9pm			

Total Hours and Points: 0-1772257 3 0

Stone, Slater

		Time at Activity	Hours Paid	Points
Start Time: 10/27/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Electrical Vehicle Safety			
Start Time: 10/24/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 10/21/2022 8:00:00 AM	Activity:	01:30	1	1
Log Type: Training	Entry Text: YMCA			
Start Time: 10/21/2022 1:00:00 AM	Activity:	16:00		4
Log Type: Training	Entry Text: Emergency Driving tRaining course			
Start Time: 10/3/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			

Total Hours and Points: 24:30 1 11

Sunderland, Daniel J

Time at Activity	Hours Paid	Points
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Start Time: 10/26/2022 1:00:00 PM	Activity:	04:00	4
Log Type: Training	Entry Text: Extracation Class Work		
Start Time: 10/20/2022 2:00:00 PM	Activity:	04:00	4
Log Type: Training	Entry Text: Driver EVOC Training 1hr in Class3Hrs Evaluation		
Start Time: 10/11/2022 5:00:00 PM	Activity:	04:00	4
Log Type: Training	Entry Text: T.I.M.s Training.		
Start Time: 10/5/2022 1:00:00 PM	Activity:	04:00	4
Log Type: Training	Entry Text: Medical Emergency Training		
Total Hours and Points:		16:00	0 16

Tompson, Ron

		Time at Activity	Hours Paid	Points
Start Time: 10/26/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Extracation Class Work			
Start Time: 10/20/2022 2:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Driver EVOC Training 1hr in Class3Hrs Evaluation			
Total Hours and Points:		08:00	0	8

Westhues, Cody

		Time at Activity	Hours Paid	Points
Start Time: 10/13/2022 5:00:00 PM	Activity: On Duty		3	
Log Type: Training	Entry Text: T.I.M.S class 5pm to 9pm			
Total Hours and Points:		0-1772257	3	0

Wilborn, Patrick

Time at Hours

	Activity	Paid	Points
Start Time: 10/13/2022 5:00:00 PM	Activity: On Duty		
Log Type: Training	Entry Text: T.I.M.S class 5pm to 9pm		
Total Hours and Points:		0-1772257	0

Wisdom, Zachary

		Time at Activity	Hours Paid	Points
Start Time: 10/20/2022 2:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Driver EVOC Training 1hr in Class3Hrs Evaluation			
Start Time: 10/11/2022 5:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: T.I.M.s Training.			
Start Time: 10/5/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Medical Emergency Training			
Total Hours and Points:		12:00	0	12

Wolverton, Charles B

		Time at Activity	Hours Paid	Points
Start Time: 10/27/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Electrical Vehicle Safety			
Start Time: 10/27/2022 8:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: YMCA			
Start Time: 10/21/2022 8:00:00 AM	Activity:	01:30	1	1
Log Type: Training	Entry Text: YMCA			
Start Time: 10/21/2022 1:00:00 AM	Activity:	16:00		4
Log Type: Training	Entry Text: Emergency Driving tRaining course			

Start Time: 10/18/2022 8:00:00 AM **Activity:** 01:30 1
Log Type: Training **Entry Text:** YMCA

Total Hours and Points: 24:00 1 11

Grand Total Hours and Points: 12 Days, 0 21 205

Report Filter Settings

Report Name: Department Log Hours and Points, Detailed
Filter Name: Last Month's Training
Filter Expression: ([StartTime] is between '10/1/2022 12:00:00 AM' and '10/31/2022 11:59:59 PM') And ([LogTypeID] equals 'Training')



City of Moberly Fire Department

Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
Fax: 600-263-0596
Station #2: 660-263-4121

310 N. Clark
Moberly, MO 65270-1520

Hydrant Flow Tests by Hydrant Number

Hydrant Number: 1W421C

Location: Union, Moberly, MO **Color:** Green
District: WARD ONE **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		3275	2631	60	55	50	1244

Hydrant Number: 1W421D

Location: Union, Moberly, MO **Color:** Red
District: WARD ONE **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		9407	7190	51	45	50	1126

Hydrant Number: 1W421E

Location: Union & Meadow Ridge LN **Color:** Orange

District: WARD ONE Township:
Next Test Date: 10/05/2023

Year:
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						
10/05/2022		719	546	50	5	35	375

Hydrant Number: 1W421G

Location: Union, Moberly, MO Color: Blue
District: WARD ONE Township: Year:
Next Test Date: 10/05/2023 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						
10/05/2022		3680	2793	50	40	45	1061

Hydrant Number: 1W421H

Location: Union, Moberly, MO Color: Green
District: WARD ONE Township: Year:
Next Test Date: 10/05/2023 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						
10/05/2022		3680	2793	50	40	45	1061

Hydrant Number: 2W459

Location: E Rollins ST & Lotter ST, Moberly, MO Color: Orange
District: WARD TWO Township: Year:

Next Test Date: 10/05/2023

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
10/05/2022		1220	980	60	25	30	839

Hydrant Number: 2w461

Location: S Morley ST & E Burkhart ST, Moberly, MO

Color: Green

District: WARD TWO

Township:

Year:

Next Test Date: 10/05/2023

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
10/05/2022		1220	980	60	25	30	839

Hydrant Number: 2w462

Location: S Morley ST & Woodland AVE, Moberly, MO

Color: Orange

District: WARD TWO

Township:

Year:

Next Test Date: 10/05/2023

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
10/05/2022		414	333	60	5	10	375

Hydrant Number: 2w463

Location: Woodland AVE & Virginia ST, Moberly, MO

Color: Orange

District: WARD TWO

Township:

Year:

Next Test Date: 10/05/2023

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
10/05/2022		446	349	55	5	15	375

Hydrant Number: 2w477

Location: S Morley ST, Moberly, MO **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		1220	926	50	25	25	839

Hydrant Number: 2w478

Location: E Carpenter ST & Promenade ST, Moberly, MO **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022				50	10	20	
10/05/2022				50	10	20	
10/05/2022		699	531	50	10	20	531

Hydrant Number: 2w479

Location: Cleveland AVE, Moberly, MO **Color:** Red
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		599	454	50	10	10	531

Hydrant Number: 2w480

Location: E. Carpent St. & Monroe AVE **Color:** Red
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		699	531	50	10	20	531

Hydrant Number: 2W481

Location: E Logan ST & Monroe AVE, Moberly, MO **Color:** Red
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		643	488	50	10	15	531

Hydrant Number: 2W482

Location: E Carpenter ST, Moberly, MO **Color:** Red
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		643	488	50	10	15	531

Hydrant Number: 2W484

Location: E Carpenter ST & Garfield AVE, Moberly, MO **Color:** Red
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **Make:**

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
10/05/2022		1902	1443	50	35	35	993

Hydrant Number: 2W485

Location: 515 Garfield AVE, Moberly, MO **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **Make:**

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
10/05/2022		2367	1797	50	35	40	993

Hydrant Number: 2W486

Location: E Logan ST & Garfield AVE, Moberly, MO **Color:** Red
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **Make:**

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow

10/05/2022 1556 1181 50 30 30 949

Hydrant Number: 2W487

Location: 414 Harrison, Moberly, MO **Color:** Red
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		2192	1663	50	30	40	919

Hydrant Number: 2W493

Location: Morley Street S, Moberly, MO **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		856	650	50	15	20	650

Hydrant Number: 2W494

Location: Halleck, Moberly, MO **Color:** Red
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		643	488	50	10	15	531

Hydrant Number: 2W495

Location: Morley Street S, Moberly, MO **Color:** Red
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		455	345	50	5	15	375

Hydrant Number: 2w495A

Location: 1000 Blk Cecile, Moberly, MO **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		1231	934	50	20	30	750

Hydrant Number: 2W496

Location: Mckinsey Street E, Moberly, MO **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		1376	1044	50	25	30	839

Hydrant Number: 2w498

Location: Halleck, Moberly, MO

Color: Orange

District: WARD TWO

Township:

Year:

Next Test Date: 10/05/2023

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
10/05/2022		599	454	50	10	10	531

Hydrant Number: 2w499

Location: Mckinsey Street E, Moberly, MO

Color: Orange

District: WARD TWO

Township:

Year:

Next Test Date: 10/05/2023

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
10/05/2022		1761	1336	50	30	35	919

Hydrant Number: 2w500

Location: Mckinsey Street E, Moberly, MO

Color: Orange

District: WARD TWO

Township:

Year:

Next Test Date: 10/05/2023

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
10/05/2022		1761	1336	50	30	35	919

Hydrant Number: 2w501

Location: Halleck, Moberly, MO **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		699	531	50	10	20	531

Hydrant Number: 2w526

Location: 639 Meadowbrook DR, Moberly, MO **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		1471	1071	45	32	25	949

Hydrant Number: 2w533

Location: Hwy. 63 S. of Mckinsey ---N. s, Moberly, MO **Color:** Green
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		3559	2968	70	55	60	1244

Hydrant Number: 2w536

Location: Hwy 63 at Old Steak Resturant, Moberly, MO **Color:** Green

District: WARD TWO **Township:**
Next Test Date: 10/05/2023

Year:
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						
10/05/2022		2962	2380	60	45	50	1126

Hydrant Number: 2W537

Location: S. of McKinsey at Lift Staton, Moberly, MO **Color:** Red
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		3559	2968	70	55	60	1244

Hydrant Number: 2W549

Location: Quail Haven & Woodridge, Moberly, MO **Color:** Green
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		2192	1663	50	30	40	919

Hydrant Number: 2W550

Location: 602 Hunters Point, Moberly, MO **Color:** Green
District: WARD TWO **Township:** **Year:**

Next Test Date: 10/05/2023

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						
10/05/2022		2367	1797	50	35	40	993

Hydrant Number: 2W551

Location: 1320 Quail Haven, Moberly, MO

Color: Orange

District: WARD TWO Township:

Year:

Next Test Date: 10/05/2023

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						
10/05/2022		3680	2793	50	40	45	1061

Hydrant Number: 2w588

Location: Fox Run 913, Moberly, MO

Color: Orange

District: WARD TWO Township:

Year:

Next Test Date: 10/05/2023

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						
10/05/2022		2002	1569	55	35	40	993

Hydrant Number: 2w589

Location: Fox Run 809, Moberly, MO

Color: Green

District: WARD TWO Township:

Year:

Next Test Date: 10/05/2023

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						
10/05/2022		2002	1569	55	35	40	993

Hydrant Number: 2w590

Location: Fox Run 801, Moberly, MO **Color:** Green
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		2002	1569	55	35	40	993

Hydrant Number: 2w591

Location: Fox Run 700, Moberly, MO **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		3516	2825	60	30	55	919
10/05/2022		3516	2825	60	30	55	919

Hydrant Number: 2w592

Location: Gratzbrown & Bradford 1017, Moberly, MO **Color:** Green
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		2140	1677	55	40	40	1061
10/05/2022		2140	1677	55	40	40	1061

Hydrant Number: 2w593

Location: Gratzbrown & Bradford 1108, Moberly, MO **Color:** Red
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		1902	1443	50	35	35	993

Hydrant Number: 2w594

Location: Gratz Brown & Bradford / South, Moberly, MO **Color:** Green
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		2002	1569	55	35	40	993

Hydrant Number: 2w595

Location: Gratz Brown / 2nd plug N. of g, Moberly, MO **Color:** Green
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **Make:**

<i>FLOW TEST SUMMARY</i>		Flow	Flow	Actual
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Test Date	Test Purpose	at 0 PSI	at 20 PSI	Static Pressure	Pitot Pressure	Residual Pressure	Calculated Flow
10/05/2022		1475	1185	60	30	35	919

Hydrant Number: 2w596

Location: Gratz Brown / N. of entry to g, Moberly, MO **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		2664	2087	55	40	45	1061

Hydrant Number: 2W597A

Location: KWIX Rd Behind YMCA NE corner, Moberly, MO **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		1507	1144	50	30	30	919

Hydrant Number: 2W598

Location: Gratz brown#3, Moberly, MO **Color:** Green
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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

10/05/2022 8869 6779 51 40 50 1061

Hydrant Number: 2W603

Location: 1331 URBANDALE DR, Moberly, MO **Color:** Green
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		2485	2037	65	45	50	1126

Hydrant Number: 2W603A

Location: 1450 URBANDALE DR, Moberly, MO **Color:** Green
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		2243	1802	60	40	45	1061

Hydrant Number: 2W603B

Location: 1603 URBANDALE DR, Moberly, MO **Color:** Green
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		2793	2243	60	40	50	1061

Hydrant Number: 2W604

Location: Ceder Ridge / 1st plug at curv, Moberly, MO **Color:** Green
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		2962	2380	60	45	50	1126

Hydrant Number: 2W605

Location: Cedar Ridge & Ridgeline DR **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		2192	1663	50	30	40	919
10/05/2022		2192	1663	50	30	40	919

Hydrant Number: 2W606

Location: Ridgeline DR, Moberly, MO **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		1376	1044	50	25	30	839

Hydrant Number: 2W607

Location: 1300 Cedar Ridge, Moberly, MO **Color:** Orange
District: WARD TWO **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		1586	1091	40	20	30	750

Hydrant Number: 3W214

Location: Harvest LN, Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		989	750	50	20	20	750

Hydrant Number: 3W215

Location: 1361 Harvest LN--1st plug S, Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		1041	816	55	20	25	750

Hydrant Number: 3W216

Location: 1391 Harvest LN --2nd plug S, Moberly, MO
District: WARD THREE **Township:**
Next Test Date: 10/05/2023

Color: Orange
Year:
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						
10/05/2022		989	750	50	20	20	750
10/05/2022		989	750	50	20	20	750

Hydrant Number: 3w217

Location: 1425 Harvest LN--3rd plug S, Moberly, MO
District: WARD THREE **Township:**
Next Test Date: 10/05/2023

Color: Orange
Year:
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						
10/05/2022		989	750	50	20	20	750

Hydrant Number: 3w218

Location: 1465 Harvest LN--4th plug S, Moberly, MO
District: WARD THREE **Township:**
Next Test Date: 10/05/2023

Color: Orange
Year:
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						
10/05/2022		934	750	60	20	20	750
10/05/2022		37	30	60	20	20	30

Hydrant Number: 3w219

Location: Overland LN & Homestead DR, Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		1091	828	50	20	25	750

Hydrant Number: 3w238

Location: Williams S.---1500 blk, Moberly, MO **Color:** Green
District: WARD THREE **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		1607	1220	50	25	35	839

Hydrant Number: 3w239

Location: 1601 Williams S., Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		1475	1185	60	30	35	919
10/05/2022				60	30	35	

Hydrant Number: 3w240

Location: Williams S. & Vincent TER **Color:** Green
District: WARD THREE **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		2001	1518	50	25	40	839

Hydrant Number: 3w241

Location: Williams S. & Urbandale **Color:** Green
District: WARD THREE **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		1761	1336	50	30	35	919

Hydrant Number: 3w242

Location: 1731 Louisa, Moberly, MO **Color:** Green
District: WARD THREE **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		1761	1336	50	30	35	919

Hydrant Number: 3w243

Location: 516 W Urbandale DR, Moberly, MO
District: WARD 3 **Township:**
Next Test Date: 10/05/2023

Color: Blue
Year:
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						
10/05/2022		2070	1507	45	30	35	919

Hydrant Number: 3W244

Location: Urbandale Dr 516 & 6 Mile LN
District: WARD THREE **Township:**
Next Test Date: 10/05/2023

Color: Orange
Year:
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						
10/05/2022		1163	846	45	20	25	750
10/05/2022		1163	846	45	20	25	750

Hydrant Number: 3W245

Location: Urbandale DR--DR Conley 601, Moberly, MO
District: WARD THREE **Township:**
Next Test Date: 10/05/2023

Color: Red
Year:
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						
10/05/2022		660	531	60	10	20	531

Hydrant Number: 3W246

Location: Wabash Avenue, Moberly, MO

Color: Orange

District: WARD THREE **Township:**

Year:

Next Test Date: 10/05/2023

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						
10/05/2022		1761	1336	50	30	35	919
10/05/2022		1761	1336	50	30	35	919

Hydrant Number: 3W247

Location: 1814 Wabash AVE, Moberly, MO

Color: Orange

District: WARD THREE **Township:**

Year:

Next Test Date: 10/05/2023

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						
10/05/2022		1507	1144	50	30	30	919

Hydrant Number: 3W248

Location: 1905 Wabash AVE, Moberly, MO

Color: Orange

District: WARD THREE **Township:**

Year:

Next Test Date: 10/05/2023

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						
10/05/2022		1091	828	50	20	25	750

Hydrant Number: 3W249

Location: Wabash AVE, Moberly, MO

Color: Orange

District: WARD THREE **Township:**

Year:

Next Test Date: 10/05/2023

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
10/05/2022		1091	828	50	20	25	750

Hydrant Number: 3W250

Location: 1811 Six Mile Lane, Moberly, MO

Color: Green

District: **Township:**

Year:

Next Test Date: 10/05/2023

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
10/05/2022		1607	1220	50	25	35	839

Hydrant Number: 3W251

Location: Kentucky, Moberly, MO

Color: Red

District: WARD THREE **Township:**

Year:

Next Test Date: 10/05/2023

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
10/05/2022		643	488	50	10	15	531

Hydrant Number: 3W252

Location: Chariton AVE, Moberly, MO

Color: Orange

District: WARD THREE **Township:**

Year:

Next Test Date: 10/05/2023

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
10/05/2022		1607	1220	50	25	35	839

Hydrant Number: 3W253

Location: Six Mile Ln., Moberly, MO

Color: Orange

District: WARD THREE **Township:**

Year:

Next Test Date: 10/05/2023

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
10/05/2022		1761	1336	50	30	35	919

Hydrant Number: 4W056

Location: 200 Holman, Moberly, MO 65270

Color: Orange

District: WARD FOUR **Township:**

Year:

Next Test Date: 10/05/2023

Make: American Darling

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
10/05/2022		2793	2243	60	40	50	1061

Hydrant Number: 4W057

Location: West End, Moberly, MO 65270

Color: Red

District: WARD FOUR Township: Year:
Next Test Date: 10/05/2023 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						
10/05/2022		395	309	55	5	5	375

Hydrant Number: 4W058

Location: 1002 West End PL, Moberly, MO 65270 Color: Red
District: WARD FOUR Township: Year:
Next Test Date: 10/05/2023 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						
10/05/2022		397	301	50	5	5	375

Hydrant Number: 4W059

Location: 1026 West End Place, Moberly, MO 65270 Color: Orange
District: WARD FOUR Township: Year:
Next Test Date: 10/05/2023 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						
10/05/2022		397	301	50	5	5	375

Hydrant Number: 4w062

Location: Coates Street W, Moberly, MO 65270 Color: Red
District: WARD FOUR Township: Year:

Next Test Date: 10/05/2023

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						
10/05/2022		455	345	50	5	15	375
10/05/2022				50	5	15	

Hydrant Number: 4w063

Location: 800 Coates Street W, Moberly, MO 65270

Color: Red

District: WARD FOUR

Township:

Year:

Next Test Date: 10/05/2023

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						
10/05/2022		699	531	50	10	20	531

Hydrant Number: 4w064

Location: Coates Street W, Moberly, MO 65270

Color: Red

District: WARD FOUR

Township:

Year:

Next Test Date: 10/05/2023

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						
10/05/2022		630	494	55	10	15	531

Hydrant Number: 4w065

Location: Coates Street W, Moberly, MO 65270

Color: Red

District: WARD FOUR

Township:

Year:

Next Test Date: 10/05/2023

Make: American Darlling

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
10/05/2022		438	352	60	5	15	375

Hydrant Number: 4w066

Location: **Color:** Orange
District: WARD FOUR **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		699	531	50	10	20	531

Hydrant Number: 4w067

Location: Reed Street W, Moberly, MO 65270 **Color:** Red
District: WARD FOUR **Township:** **Year:**
Next Test Date: 10/05/2023 **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						
10/05/2022		400	291	45	5	5	375

Hydrant Number: 4w068

Location: Reed Street W, Moberly, MO 65270 **Color:** Red
District: WARD FOUR **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		599	454	50	10	10	531

Hydrant Number: 4w069

Location: Reed Street W, Moberly, MO 65270 **Color:** Orange
District: WARD FOUR **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		809	650	60	15	20	650

Hydrant Number: 4w070

Location: Reed Street W, Moberly, MO 65270 **Color:** Orange
District: WARD FOUR **Township:** **Year:**
Next Test Date: 10/05/2023 **Make:** American Darling

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
10/05/2022		809	650	60	15	20	650

Hydrant Number: 4w071

Location: Reed Street W, Moberly, MO 65270 **Color:** Green
District: WARD FOUR **Township:** **Year:**
Next Test Date: 10/05/2023 **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
10/05/2022		2087	1741	70	40	50	1061

Hydrant Number: 4w072

Location: Rollins Street W, Moberly, MO 65270 **Color:** Orange
District: WARD FOUR **Township:** **Year:**
Next Test Date: 10/05/2023 **Make:** American Darling

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
10/05/2022		729	531	45	10	20	531

Report Filter Settings

Report Name: Hydrant Flow Tests by Test Date
Filter Name: Last Month
Filter Expression: [TestDate] is between '10/1/2022 12:00:00 AM' and '10/31/2022 11:59:59 PM'

Director's Summary

Getting closer to moving dirt on EDA projects. The process seems to move slowly but it is still moving forward. The timeline for this group of projects is pointing towards advertisement for bids around the end of the year with bid awards anticipated early in 2023, with construction on each to be underway throughout 2023. One project, Sturgeon & Rollins water line replacement, had a bid opening in early October. Department continues to spend time on project planning, and activities related to pursuit of easement and property data necessary prior to project advertisement for bids. Department staff are preparing for implementation in January 2023 of a lower cost and GPS location enabled computerized maintenance management system to replace the existing work order system.

Caselle Software: Billing staff received training and practice with the new system during October 2022, with full implementation planned November 7.

Project Tracking

WTP Tracer Study:

- MoDNR approved flow testing.
- Testing complete and preparing data model for submittal to DNR.

Sparks Avenue Sewer:

- Construction permit requested.
- Project scheduled for advertisement of bids during 4th quarter of 2022.

Northwest Regional Lift Station:

- Project not started.

WWTP Digester Liner Replacement:

- Design and specifications activities underway.

Tannehill Apartments Water Line Replacement:

- DNR construction permit received.
- Project awarded to Willis Bros Construction with startup TBD.

Route JJ:

- Moberly working to obtain easements. 4/48 outstanding easements remain.
- Jacobs to prepare application for construction permit.

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. 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:

- Finishing 100% plans for the pump station site, including the Pump Mate system and electrical drawings.
- Plans and Specs sent to EDA for review and MDNR for permit.

N. Morley Water Main:

- 100% plans and specifications are complete and have been sent to EDA for approval.
- DNR construction permit has been received.
- One easement is not executed as of now.
 - City working through the condemnation process.
 - Owner has not responded to a monetary offer for the easement.
- Ready to bid once final easement secured and EDA documents received.

Sturgeon and Rollins Water Main:

- Bid process underway. Willis Bros selected. To be awarded upon EDA approval of process.
- To coordinate with other EDA projects, bid process is anticipated to be completed in early 2023.

Downtown Sewer Rehab:

- Project to be 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.

Downtown CSO Storage Facility:

- 100% Plan revisions necessary due to construction cost inflation. Revised specifications preparation underway.
- EDA to approve restructuring justification.
- Bid and/or construction start date to accommodate 2023 September special events.

Industrial Park Stormwater – (Howe Company project.)

- Corps of Engineer approval complete. Advertisement for bids expected following EDA approval of plans & specifications (underway.)

Utility Dept. Staffing: The Department was not fully staffed this month.

Dept. Summary:

Drinking Water produced: 30,448 MG (0.982 MG/Day)

Drinking Water billed: 33.650 MG (1.085 MG/Day) \$243,604 (\$7,858/Day)

*The billing cycle follows the usage cycle by up to 15 days each month.

Wastewater Treated: 38.793 MG (1.251 MG/Day)

Wastewater Billed: 22.200 MG (0.716 MG/Day) \$309,749 (\$9,992/Day)

Total Water Loss from Leaks and Service work: 0 .479 MG

Wastewater Discharge Combined Sewer Outfalls: 0.0 MG

Total precipitation for October 2.65 inches

Monthly Water Production	33,157,654
Monthly Used by City Facilities	2,595,685
Accounted for During Water Leaks	823,038
System Flushing	688,369
Metered & Billed	27,817,012
YTD Avg Water Loss Monthly, %	14.6%
*All #s are monthly average gallons calendar YTD	

Water Office

- 70 Landlord letters
- 39 Deposit letters
- 60 Emails to 15 Landlords
- 66 Final work orders
- 61 Initial signups
- 41 Misc. work orders
- Received 22 Waste Management complaint calls from customers.

Distribution and Collection Department and Customer Service

- Repaired 8 water leaks.
- Replaced or removed 4 valves.
- Poured 6 yards of concrete.
- Completed 211 Missouri One Call tickets for locating water and sewer lines.
- Staff investigated 5 sewer calls.
- 58 staff OT hours.
- Inspected 1,709 feet of sewer line.
- Jetted approximately 9,918 feet of sewer line. (Almost 2 miles.)

Wastewater Treatment Facility

- Transferred 1,598,468 gallons of sludge for the SBRs to the digesters.
- 46.87 DT of biosolids land applied for the month.
- 2.65 inches of precipitation that fell over a 6-day period.
- Taylor CSO (outfall 002) did not discharge in the month of September.
- Rollins CSO (outfall 003) did not discharge in the month of September.
- Seven Bridges CSO (outfall 004) did not discharge in the month of September.
- Holman Rd CSO (outfall 005) did not discharge in the month of August.
- Grease has been noticed at the wastewater plant more frequently. Pro Pumping has been removing grease from the wet well at Morley Pumpstation on weekly basis. Floats in the Morley PS have not been working properly due to high grease amounts in the wet well. A total of 10,000 gallons was removed in October. Grease was noticed at the Rollins PS bar screen. Pro Pumping has been removing solids as needed. Large amounts of grease are present at the WWTP at times. City staff has stayed in contact with Swift Foods. They are aware of the problem and looking into BMPs internally.
- A transfer permit was issued for Central State Enterprises that was bought by Orschlen Properties. This permit went into effect on October 3, 2022.
- The effluent quality declined drastically after the installation of the rental blower. The plant was out of compliance for E.coli, BOD, TSS, and Ammonia for the month of October. The proper notifications to DNR were made. 3 new motors were delivered on October 14th. 2 out of the 3 were installed on October 17th. The 3rd motor has a manufacturing issue and was unable to safely install. The motor was sent to a certified WEG shop for warranty repairs.
- Solids were removed from the Taylor St CSO and were hauled to the Columbia Landfill by Midway Hauling.
- Final 2022 DMRQA reports were submitted to EPA.

- Pump 2 was put back into service at the Seven Bridges Pumpstation. The pump for Northeast Lift Station was delivered and is ready to be installed.
- Biosolids land improvement project was completed. We are waiting for final walk through of the project. We are still needing to extend the sludge line an additional 300 ft for an additional application run.
- The WWTP SBR system blower motors failed. A rental blower was installed on October 21, 2022. 3 motors have been ordered. Scheduled for arrival in mid-October.
- Phillip Smith and Roger Smoot passed their state operating license test. Phillip received a C level and Roger a D level license level exam.
- A new power outlet and sump pump was installed at the Airport Pumpstation.
- The WWTP hosted a City Council visit for a biosolids land improvements tour.
- New mixers were installed in SHB1. (Sludge Holding Basin #1)
- The pretreatment permit for Central State Enterprises was transferred to Qualco (Orscheln's) following change of ownership.
- Yearly effluent priority pollutant testing was completed.
- Pump 2 for Seven Bridges was returned from Vandevanter and is to be installed soon.

Water Plant

- Completed 3,494 lab analyses.
- Analyzed 5 Colilert tests.
- Completed the disinfection/turbidity report for September and the monthly report.
- Brenntag dropped off sample of possible new carbon so we can run jar tests and compare to current carbon.
- Hauled a trailer load of sludge to Columbia landfill.
- Started filling the south upflow clarifier for the plant trial using Hawkins AH457.
- Started running the plant on the trial chemical.
- WTP had a second sensor warning on free chlorine analyzer and staff began troubleshooting.
- Cummins Mid-South onsite performing corrective maintenance on the plant and pump station generators.
- Made repairs to ammonia pump #1. Ran a fluoride test for Magic City Plumbing on a water sample. It tested positive for fluoride and chlorine.
- Started having elevated turbidities from the upflow. Adjusted dosage and purged air from blowdown so it is ready to remove solids. Collected Bac-T's, TOC and fluoride samples. Completed storm water training and inspection with Rachel.
- Called to open the Bac-T station on Shepherds Drive due to water boiling up around it. D&C isolated and removed it. A replacement will be placed on order.
- Called Hawkins and requested a rep on site for the 17th to monitor operations with blowdown.
- Performed monthly maintenance on the Free CL-17 analyzer.
- Met with Lakeview Bio-Diesel about fire alarms. Turns out there was a leak on Fowler and Robinson.
- Hauled last load of sludge to landfill for the year.

Water Quality Coordinator

Household Hazardous Waste

- Accepted 2036.15 lbs hazardous waste into the Household Hazardous Waste Facility.

- Stabilized and disposed of 632.5 lbs non-reusable materials.
- Distributed 1263.9 lbs of recycled material to Moberly residents for reuse.
- Managed Open Household Hazardous Waste Day on October 8th.
- Cleaned and organized Household Hazardous Waste Facility.

Public Education and Involvement

- Made appointments with Moberly residents at Household Hazardous Waste Facility.
- Advertised HHW facility on social media.
- Work on winter educational articles.
- Sent Cleanup pics to Moberly Living magazine.
- Contacted Moberly Monitor Index to schedule article publication.
- Attended Chamber Coffee Chat to reach out to target audience.
- Work on City Council annual stormwater summary.

Illicit Discharge Detection and Elimination

- Started Priority Area annual inspections.
- Investigated complaints.

Construction Stormwater Runoff Control

- Performed regular construction inspections.
- Performed Land Disturbance Inspections for all Land Disturbance sites (see attached chart.)
- Attended Planning Committee meeting.

Post-Construction Stormwater Controls

- Cleaned trash and weeds out of city hall rain gardens.
- Performed facility inspections at permanent stormwater facilities.
- Reviewed vegetation at Wicker Street Basin.
- Registered Cedar Lake with LMVP program and added to facility database.
- Investigated Invasive plants in Cedar Lake.

Municipal Good Housekeeping

- Attended department meeting.
- Perform WTP and, Street Department, Lake Ranger, and Cemetery Stormwater Training.
- Rescheduled training for Parks Department.
- Performed annual inspections for WTP, WWTP, Police, and Fire Departments.

Finances, Certifications and Education

- Applied for CSM certification eligibility.
- Registered for MWEA fall conference and DNR outfall training in Jefferson City.

Land Disturbance Inspections Performed

Site	Permit Holder	Status
------	---------------	--------

Rothwell Park Pavilion	Troy Bock	Construction not started
Logan Street	Drew Kerns	Construction Not Started
Cobblestone Creek	Tony Stuart	Construction entrance not graveled, sediment sock clogged, dirt in street and unprotected storm drain. Self-Inspections not up to date
Ellis Place	Tony Stuart	No issues
Southridge Lots 34,35, & 39	Don Mutter	Erosion control BMPs removed despite disturbed ground
Other Southridge Lots	Tony Stuart	Self-Inspections not up to date, no erosion control BMPs
Lantern Pointe	Larry Schnell	No issues
Eagle Tree Ridge	C. L. Richardson	Self-Inspections not up to date
ECLC	PCE	No issues
Airport Hanger	Titus Chupp	Self-Inspections not up to date
Mid-Am Storage	Derek James	No issues

Board Report: October 13 – November 10, 2022**Randy Asbury, Interim President, MAEDC****Goals for the Past Month**

- (Ongoing) Continue to work closely with Project Glasgow principals and the City of Glasgow on the bridge replacement project and future business options.
- (Completed) Continue to work closely with Project Pontoon principals on potential EEZ abatements and road upgrade. Seek to identify funding sources for road upgrade.
- (Ongoing) Finalize City of Fayette Retail Strategies (RS) contract and deliverables. Ensure Fayette funding partners understand the deliverables via a presentation from RS as needed.
- (Ongoing) Update the MAEDC marketing plan to incorporate enhanced local awareness, promote sister entity efforts, disseminate more and better resources, and highlight by video MAEDC efforts and individual businesses/companies.
- (Completed) Update and crosscheck the master MAEDC contact list with all marketing efforts to increase the dissemination of resources and broaden our outreach.
- (Completed) Meet with Suzie McGarvey, MACC Dean of Workforce Development & Technical Education, and appropriate staff to identify MAEDC/MACC partnership efforts to address work force challenges via development and training opportunities.
- (Ongoing) Continue discussions with City of Moberly and a hotel services development group regarding downtown Moberly hotel opportunities and development services.
- (Completed) Continue to process all Moberly Depot District grant applications and reimbursement requests.
- (Ongoing) Continue discussions with Fayette developer regarding potential commercial use of his vacant land along Church Street for a national flag retail store.
- (Ongoing) Continue efforts underway with Retail Strategies regarding potential Howard County sites for a national flag retail store.
- (Ongoing) Research various strategic planning organizations and provide to the MAEDC executive committee several options for consideration to go before the full board.
- (Completed) Update Moberly Depot District incentives requirements and guidelines on website.
- (Completed) Prepare a DRAFT 2023 budget for the November MAEDC and MHC board meetings.
- (Completed) Obtain the latest employment numbers for all major employers.
- (Completed) Finalize HR managers contact information for all manufacturers.
- (Completed) Move Project Robot PIR and Chapter 100 abatement request forward with the City of Moberly.

Goals for the Next Month

- Continue to assist as applicable the Project Glasgow principals and the City of Glasgow on the bridge replacement project and future business options.
- Continue discussions with City of Moberly and a hotel services development group regarding downtown Moberly hotel opportunities and development services.
- Finalize City of Fayette Retail Strategies (RS) contract and deliverables. Ensure Fayette funding

- partners understand the deliverables via a presentation from RS as needed. Per recommendations, pursue national flags accordingly.
- Continue discussions with Fayette developer regarding potential commercial use of his vacant land along Church Street for a national flag retail store.
- Work with Retail Strategies on potential Howard County sites for a national flag retail store.
- Research various strategic planning organizations and provide to the MAEDC executive committee several options for consideration and to go before the full board.
- Mail Industrial Club flyers and contribution letter.
- Meet with Michelle Frey, MACC Dean of Health Services.
- Facilitate ongoing Project Robot deliverables and project movement.
- Market the newly listed 14 acres on South Morley in Moberly for retail store opportunities.
- Distribute the RFP to potential strategic planning consultants.
- Review workforce training and development opportunities to determine their benefit to our local businesses.
- Identify grant programs offered through various state agencies that would benefit major employers.

Project Overviews

Project Robot – On November 8, I sent a local incentives letter to the project manager for review. As soon as that agreement is executed, I will provide them with Development and Industrial Plan Agreements for review as well. They have submitted their PIR to the State of Missouri and are expected to soon receive the State’s incentive proposal for the Moberly facility.

Project Honey – Project Honey principals have entered into a verbal agreement to purchase a Howard County facility for retail purposes. Our office connected the Project Honey principal with the Missouri Department of Economic Development for discussions about manufacturing incentives.

Project Sommelier – A proposal has been received for the construction of a new retail store and recreational range on the site of the Moberly Area Industrial Park. The project’s investment would be over \$1M and employ several full- and part-time individuals.

Other Substantive News & Efforts

Our office has significantly increased our information distribution to local government entities and major employers. The information has been well received and useful as told to me by various recipients.

Our office has provided numerous letters of support for various grant applications and engaged the Missouri Department of Transportation regarding a bridge closure south of Fayette on a main commute artery.

Welcome letters were sent to the owners/CEOs of Tractor Supply Company and Bomgaars Supply Inc.

NOVEMBER REPORT 2022

SOCIAL MEDIA STATS

TOP POSTS THIS MONTH

INSTAGRAM



**PHABLAB RIBBON CUTTING VIDEO
26 LIKES**

FACEBOOK



CHAMBER OF COMMERCE EXECUTIVES OF MO AWARD POST REACHED 2,719 PEOPLE

NUMBER OF FOLLOWERS PER PLATFORM

Month	Facebook	Instagram	Twitter
Jan.	6,478	1,067	484
Feb.	6,522	1,081	477
March	6,546	1,085	493
April	6,643	1,088	496
May	6,735	1,096	499
June	6,873	1,119	501
July	6,904	1,137	503
August	6,957	1,144	504
Sept.	7,055	1,159	508
October	7,107	1,167	511
Nov.	7,218	1,170	511

IN DOING SOME RESEARCH WE FOUND OUT THAT WE HAVE THE 7TH LARGEST FOLLOWED FACEBOOK PAGE OUT OF ALL MISSOURI CHAMBER OF COMMERCES & 5TH LARGEST FOLLOWED INSTAGRAM

Rothwell Park Fall Foliage Ad

Moberly Area Chamber of Commerce
Published by Michelle Greenwell · October 11 ·

Looking for a place to view the 🍁 fall foliage? 🍁

Visit Rothwell Park in Moberly, Missouri for almost 500 acres of beauty! 🍁

While you are here camp 🏕️ at Thompson Campground, play at the two disc-golf 🏹 courses, visit the Omar Bradley memorial 🗿 and more.

View all the activities to do at moberly.com

#ThatsMyMO | #showmemoberly

Beautiful bridge in Rothwell [Learn more](#)

Disc golf at two course in Rothwell [Learn more](#)

View Roti

174 Likes 13 Comments 19 Shares

Like Comment Share

Oldest ▾

Donna O'Hara
My mother and her folks were from Moberly where my grandfather was an engineer for the Walbash railroad and then the company who purchased it. I've never been there but have wondered about it many times.

Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	Oct 11 - Nov 5	37,912	\$300.00

Shepherd Farms Pecan Orchard Ad

Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	Oct 3 - Oct 18	25,008	\$200.00

Moberly Area Chamber of Commerce
Published by Michelle Greenwell · October 3 ·

Have you visited 🍁 Shepherd Farms Pecan Orchard?

🗓️ It is open now until-December 31. 🗓️

It is one of the largest pecan orchards in Missouri that produces locally-sourced pecans, jams, 🍯 jelly's, honey 🍯 and much more.

Plan your trip at moberly.com

#ThatsMyMO | #showmemoberly

PLAN YOUR TRIP AT MOBERLY.COM

MOBERLY.COM

Shepherd Farms - Moberly Convention and Visitors Bureau
Shepherd Farms is a pecan orchard in Clifton Hill, just outside of Moberly, M...

[Learn more](#)

Ad Promoting Christmas Events/Activities in Moberly



DISCOVER ADDITIONAL EVENTS, LIGHT DISPLAYS, AND MORE AT MOBERLY.COM

Medium	Date Ad Ran	Subscribers	Amount Spent
Show Me Missouri	Winter Ad	24,000	\$600.00

MEDIA	2019	2020	2021	2022
DIGITAL	\$10,644.12	\$8,530.54	\$8,449.00	\$5,053.69
SHOW ME STRONG DIGITAL	0	\$2,989.99		
PRINT	\$800.00	\$1,200.00	\$2,100.00	\$3,600.00
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
TOTAL:	\$12,777.05	\$23,184.15	\$12,958.09	\$15,667.69

CHAMBER OF COMMERCE AWARD

#18.

Our office was awarded with the Special Publications award at the Chamber of Commerce Executives of Missouri Fall Conference for our 2021 Annual Report.



OWNED COMMUNICATION ASSETS



West 43 Wilderness Area

- Continued distributing Visitors Guides
- Added events to the community calendar & encouraged partners to send upcoming events
- Updated tourism website to reflect upcoming changes/additions
- Sent out newsletter
- Took fall photographs around Moberly
- Wrote blog on West 43 Wilderness Area in Moberly
 - Instagram video on West 43 Wilderness Area was featured on the Visit MO Instagram story
- Worked on social media marketing plan for the month & researched new advertising options
- Worked with the City of Moberly to design an ad for Highway 36 Magazine

ADDITIONAL ITEMS

- Followed up with area tourism related events & communicated with partners on changes - reached out to all partners for 2023 event dates
- Met with new General Manager at Comfort Inn
- Sent off winter magazine ad, researched Google Ads, created & submitted Christmas Festival ad, Christmas shopping ad & 4th Street Theatre ad
- Attended Tourism Commission, CID Board meeting & 4th Street Board Meeting
- Chamber hosted the State of Our Community Event



PLANNED ACTIVITES

#18.

- Continued communicating with businesses on Christmas details, sent vendor applications, sent parade forms and finalized other event details
- Started working on 2023 internal programming and ideas
- Assisted with Serve Like Sam Day - Downtown Christmas Decorating Day



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										

moberly.com | #showmemoberly

JUNK JUNKTION/GUS MACKER EVENT RECAP

#18.

Held on September 17 & 18, 2022 in the Moberly Depot District



Junk Junktion

- 100-500 blocks of Reed St
- TWO DAYS FOR THE FIRST TIME THIS YEAR
- 92 vendors including food trucks
- New addition of the Kids Zone

- Gus Macker**
- Williams & Clark St
- 106 teams
- New addition of sponsor vendor booth spaces



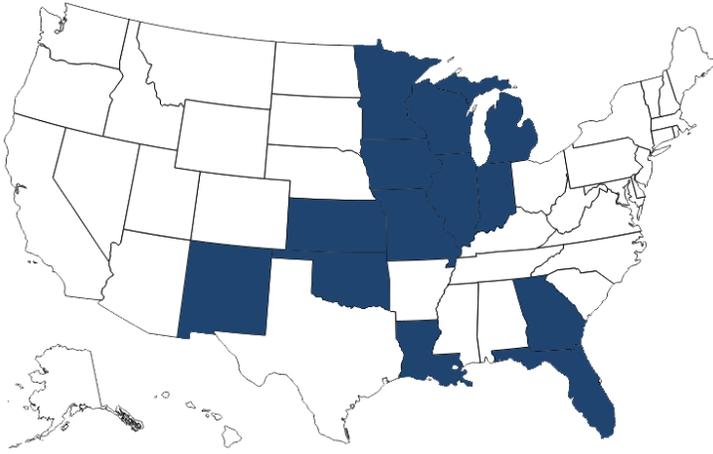
JROTC Patriot Car Show

- North 4th St & Clark St
- Had 69 cars register (no increase from 2021)
- Saturday only

JUNK JUNKTION/GUS MACKER EVENT RECAP

#18.

Held on September 17 & 18, 2022 in the Moberly Depot District



Attendees from 13 states were represented & 122 zip codes were collected in 2022.

Downtown Business	Percentage Increase/Decrease
A Stroke of Magic	42% increase
Coates St Corner Grill	16% increase
Coachlight	43% increase on inside sales (did not estimate outside)
The Bean	223 sales inside - did an outside booth that was a large attraction
Wild Blooms	Had their best sales since opening - estimated around 200 shoppers
MO Ax Co.	Had several party reservations from the event estimated 100 people in their business

- Comments from businesses and vendors were conflicting in regards to the second day and almost split on whether or not they like a 2nd day of Junk Junktion. Overall feedback was that day 2 of Junk Junktion could be a much shorter day.
- The majority of businesses that filled out the survey had a great sales day and love the event.
- Gus Macker team numbers increased 10% this year to 106 teams. We are happy with our Gus Macker numbers as there were five tournaments in the country that cancelled due to lack of participation.
- Inflation / gas prices may have impacted our event, in the fact that we most likely would have had more out of state visitors travel to Moberly for Gus Macker and/or Junk Junktion as reflected in previous years.
- Once again, our hotels and AirBnbs were full and many visitors stayed in Macon or Columbia. We had 97 room nights to Comfort Inn & Suites and at least two rooms from Macon's Comfort Inn (that were tracked).
- According to our survey, 75% of the businesses & vendors are satisfied or very satisfied with the event.

We estimate that this event brought in around 10,000 people total over two days to the City of Moberly which would be an estimated direct economic impact of \$3,040,000. (This travel expenditure is based on Moberly's 2021 economic indicator.)

Future Plans

- Expand trash and clean-up crew
- Continue with the two-day event of Junk Junktion with decreased hours Day 2
- Attract more vintage vendors
- Expand car show marketing to increase participation
- Attract more magazines to write about this event
- Encourage "no pets" to attendees and add pet stations with dog bags

City of Moberly City Council Agenda Summary

Agenda Number: _____

#19.

Department: City Manager

Date: October 3, 2022

Agenda Item: Consideration of Final Appointment To The Moberly Crossings Community Improvement District Board.

Summary: In 2011, the City Council created the Moberly Corssings Community Improvement District (the “**District**”) to facilitate the Moberly Corssings project (the “**Development**”). Jim Roberts acted as “Developer” (the “**Developer**”) under the Development Agreement governing the Development (the “**Development Agreement**”). The Development Agreement and the subsequent petition establishing the District (the “**Petition**”) call for a five person board of directors for the District, two of which are selected by the Developer and three of which are appointed to represent the City in connection with the District.

The Petition additionally provides that in the event, for any reason, a director is not able to serve a full term (an “**Exiting Director**”), any resulting vacancy to the Board shall be filled by the prompt appointment by the Mayor and City Council of a director (an “**Interim Director**”) to serve for the remainder of the term of such Exiting Director.

In 2022 Roberts transfered his interests in the Development and the Development Agreement to Kale and Jeremey McCubbins, doing business as K & J Investments, LLC. As neither “owner” nor “operator” of property within the District(as required by the CID Petition), Roberts was no longer eligible to serve on the District’s Board of Directors (the “**Board**”). Roberts along with the other Developer-selected Board member have each resigned their positions.

Consistent with the Petition and the Development Agreement, the City Council recently appointed successor developers, Kale and Jeremey McCubbins, each an “owner,” to the Board. In the interim, Michael Bugalski has resigned his position as President of MAEDC and as a result has lost his status as an “operator.” Bugalski is thus no longer eligible for service on the Board and has resigned as a Director. This leaves only two Directors representing the City.

To provide for a full five member Board (and to represent the City’s interests thereon), all as contemplated by the Development Agreement, a final appointment by the Council is required. Randy Asbury, enjoying status as an “operator,” has agreed to serve if so appointed. Randy will occupy thre position formerly occupied by Michael Bugalski, and will serve out Michael’s remaining term.

Accordingly, the City Manager as Chair and City represenative on the Board requests that the Mayor and City Council appoint Randy Asbury to the Moberly Crossings Community Improvement District by adoption of the following motion (or similar):

“Move that Randy Asbury be appointed as an Interim Director to the Moberly Crossings Community Improvement District.” (the “**Appointing Motion**”).

Recommended Action: Adopt the Appointing Motion.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	<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__ Brubaker	<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__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Appointment</u>		<input type="checkbox"/>	<input type="checkbox"/>
			Passed	Failed