

**A G E N D A**  
**WORK SESSION MEETING**  
**City of Moberly**  
**October 16, 2023**  
**6:00 PM**

**AMENDED AGENDA**

**Requests, Ordinances, and Miscellaneous**

1. Appointment To The Housing Authority Board.
2. Review Of A Sidewalk Replacement Reimbursement Agreement.
3. A Resolution Approving The Purchase Of Real Estate From The Heirs Of Leatha Silva And V.V. Silva Located In Rothwell Park.
4. Receipt Of Bids For 5 Residential Structures.
5. A Request From Randolph Area YMCA For The 2023 Turkey Trot 5K.
6. A Request From The Moberly Area Chamber Of Commerce To Hold The 2023 Christmas Parade In Downtown Moberly On December 2, 2023, At 3:00 P.M.
7. **Receipt Of Bids For Janitorial Services For The Police Department.**
8. A Discussion Regarding Accepting The Bid And Authorizing The City Manager To Execute The Agreement For North Morley Water Line EDA Project For Public Utilities.
9. A Discussion Regarding A Proposal From 1898 & Company, Part Of Burns & McDonnell Engineering, For A Utility Rate Study.
10. An Ordinance Repealing And Adopting City Code Provisions Pertaining To Sewers And Pretreatment.
11. A Resolution Approving The Granting Of An Access Easement To KOSH II.

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #1.  
Department: City Manager  
Date: October 16, 2023

**Agenda Item:** Appointment To The Housing Authority Board.

**Summary:** In October 2023 Board member Phyllis Self's term will expire on the Moberly Housing Authority Board. Phyllis Self would like to be reappointed to the board for a 4-year term.

**Recommended**

**Action:** Direct Staff to bring to the next City Council meeting for appointment.

**Fund Name:** N/A

**Account Number:** 0

**Available Budget \$:** 0

**ATTACHMENTS:**

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

**Roll Call**

**Aye** **Nay**

**Mayor**

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

**Council Member**

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed

# *Housing Authority of the City of Moberly*

MAILING ADDRESS  
P.O. BOX 159  
MOBERLY, MO 65270-0159  
EXECUTIVE DIRECTOR: DONNA DUNWOODY

September 12, 2023

Honorable Tim Brubaker  
City of Moberly, Missouri  
101 W Reed  
Moberly MO 65270

Dear Mayor,

The term for Phyllis Self expires at the end of October 2023 as a Board Commissioner for the Moberly Housing Authority.

Mrs. Self has been a faithful and conscientious board member who has expressed interest in serving another four-year term. She rarely misses a board meeting and is always prepared to conduct business when the meeting starts. She earned the respect of the other commissioners who elected her as their chair of the commissioners. Phyllis Self has taken the initiative to become certified by a national housing industry professional organization. Please find enclosed a letter from Mrs. Self expressing her interest.

The Housing Authority is asking for your consideration to reappoint Mrs. Phyllis Self for another four-year term which would expire October 2027. If you have any questions, please contact me at 263-2287.

Sincerely,

*Donna*

Donna Dunwoody, PHM  
Executive Director

Moberly Towers  
205 Farror Street

660-263-2287  
Fax: 660-263-4282  
TDD: 660-263-2295

L.W. Case Apartments  
220 Taylor Street

Allendale Manor  
Apartments  
23 Kehoe Avenue

Countryview Garden  
Apartments  
23 Kehoe Avenue

660-263-3950  
FAX: 660-263-5509  
TDD: 660-263-229





Phyllis Self  
1250 Shepherd's Drive  
Moberly MO 65270

September 12, 2023

Honorable Tim Brubaker  
City of Moberly, Missouri  
101 W Reed  
Moberly MO 65270

Mayor Brubaker,

Per my conversation with Donna Dunwoody, Executive Director for the Moberly Housing Authority, she suggested that I submit a letter of interest for your consideration. My term as a Board Commissioner for the Moberly Housing Authority expires October 2023. The Housing Authority provides a needed service for the low-income families, elderly and people with disabilities in this community. My belief is that I help people by being a commissioner. During my tenure as a commissioner, I have fulfilled the requirements and expectations of a Housing Authority Commissioner. Please know that I am interested in serving another four-year term and am confident that I can continue to carry out that role in a responsible manner.

The Housing Authority is in support of another term if you were to consider me for that appointment. If you have any questions, please contact me at 263-6408 (H) or 660-670-3293 (cell).

Sincerely,

*Phyllis Self*

Phyllis Self



# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #2.  
Department: Administration  
Date: October 16, 2023

**Agenda Item:** Review Of A Sidewalk Replacement Reimbursement Agreement.

**Summary:** The City has proposed to perform and fund a project to replace the sidewalks along Rollins Street and Clark Street adjacent to the Municipal Auditorium building. The District and the City are each desirous of facilitating the project. The district has approved reimbursement to the City for a portion of its costs to complete the project. The cost of the project is estimated costs to be \$21,024.00. The City shall be entitled to reimbursement from the district of around \$10,000.00, then the City intends to divide its share of the expense between funding for its sidewalk program and it Parks and Recreation Department.

**Recommended Action:** Direct staff to bring to the November 6<sup>th</sup> Council meeting for final approval.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

## SIDEWALK REPLACEMENT REIMBURSEMENT AGREEMENT

**THIS SIDEWALK REPLACEMENT REIMBURSEMENT AGREEMENT** (this “**Agreement**”), is made and entered into as of this 30 day of September, 2023 (the “**Effective Date**”), by and among the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri having a principal office at 101 West Main Street, Moberly, Missouri 65270 (the “**District**”); and the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation having a principal office at 101 West Main Street, Moberly, Missouri 65270 (the “**City**”).

### RECITALS

**A.** The District was formed as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”) to undertake, facilitate and promote certain actions, projects and programs designed to revitalize the downtown area of the City of Moberly, Missouri (the “**City**”) (collectively, the “**Revitalization Project**”).

**B.** The City is the fee owner of the Municipal Auditorium and also controls the right-of-way of the adjacent public streets, all being real property within the boundaries of the District. The City and The District have determined that replacing the deteriorating sidewalk surrounding the Municipal Auditorium will benefit the public by improving the streetscape within the District. The District, pursuant to Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended, may exercise its powers to contract for installation, maintenance, and other services to public and private property located within the District.

**C.** The City has proposed to perform and fund a project to replace the sidewalks along Rollins Street and Clark Street adjacent to the Municipal Auditorium building, more specifically to consist of replacement of approximately 2,920 square feet of concrete sidewalk with like kind materials and construction (the “**Project**”). The District and the City are each desirous of facilitating the Project, and the District is willing reimburse the City for a portion of its cost to complete the Project, all in accordance with and subject to the terms and conditions of this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the above premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the City each hereby agrees as follows:

**1. Project.** The City shall undertake at its sole cost and expense to provide all labor, tools, materials, and equipment necessary to complete the Project. Work on the Project shall be performed at all times in a clean, safe, and workmanlike manner including clean-up of the surrounding area. In performing work on the Project, the City or any contractor or subcontractor of the City shall not unreasonably block other sidewalks or other travel areas and surfaces for a period of time longer than necessary to complete the Project, shall exercise due care, and shall clean up and remove all tools and materials upon completion.

**2. Project Cost and Reimbursement.** The City has estimated the cost of the Project to be \$21,024. Upon completion of the Project by the deadline stated in Section 3 below, the City shall be entitled to reimbursement from the District of forty seven and fifty six one-hundredths percent (47.56%) of the actual costs expended on the Project, up to a maximum reimbursement of \$10,000. The City intends to divide its share of the expenses between funding for its sidewalk replacement program and its Parks and Recreation Department. To the extent the actual project costs exceed the estimate stated above, the City shall be responsible for all excess costs, which it intends to cover from Parks and Recreation funds. If the

actual project costs are less than the estimate stated above, then the reimbursement provided by the District shall be reduced proportionately.

**3. Time for Performance; Force Majeure.** This Agreement shall be effective upon the Effective Date. The City shall commence the Project promptly after execution of this Agreement, shall faithfully and diligently pursue work on the Project until its completion, and shall cause all work on the Project to be completed no later than **July 31, 2024**.

**4. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the addresses set forth below, and transmitted by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested:

(i) In the case of the District, to:

Downtown Moberly Community Improvement District  
101 West Reed Street  
Moberly, Missouri 65270  
Attention: Chair

with a copy to:

Cunningham, Vogel & Rost, P.C.  
3660 S. Geyer Road, Suite 340  
St. Louis, Missouri 63127  
Attention: Greg Dohrman, Esq.

(ii) In the case of the City, to:

City of Moberly, Missouri  
101 West Reed Street – City Hall  
Moberly, Missouri 65270  
Attention: City Manager

with a copy to:

City Attorney  
101 West Reed Street – City Hall  
Moberly, Missouri 65270

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

**5. Indemnification.** To the fullest extent permitted by law, the City agrees to defend with counsel selected by the District, and indemnify and hold harmless the District, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the District or others, arising from negligent acts, errors, or omissions of the City or its contractor or subcontractors, or claims relating thereto. The City shall not be liable for any loss or damage attributable solely to the negligence of the District.

**6. Accounting.** During the period of this Agreement, the City shall maintain books and accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The District shall, at reasonable times, have access to these books and accounts to the extent required to verify all costs incurred for the Project by the City.

*[Remainder of page left blank intentionally. Signatures appear on the following page.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT  
DISTRICT (the "District")

By: Michael R Bugalski

Printed Name: Michael R Bugalski

Title: Chairman

ATTEST:

Dang Sko  
Secretary

CITY OF MOBERLY, MISSOURI (the "City")

By: \_\_\_\_\_  
Tim Brubaker, Mayor

ATTEST:

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

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #3.

Department: Administration

Date: October 16, 2023

**Agenda Item:** A Resolution Approving The Purchase Of Real Estate From The Heirs Of Leatha Silva And V.V. Silva Located In Rothwell Park.

**Summary:** On September 18, 2023, this Council authorized the condemnation of land titled in the name of Leatha and V.V. Silva for park purposes. This land is located in Rothwell Park. After forwarding the condemnation Ordinance to our attorney he conducted an investigation and found the Silva's living heirs, a son and daughter. They are both willing to deed the property to the City in exchange for the total sum of \$10,000.00 (\$5,000.00 each).

**Recommended Action:** To authorize purchase of the Silva land for \$10,000.00 and avoid the condemnation process.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

___ Memo	___ Council Minutes
___ Staff Report	___ Proposed Ordinance
___ Correspondence	___ Proposed Resolution
___ Bid Tabulation	___ Attorney's Report
___ P/C Recommendation	___ Petition
___ P/C Minutes	___ Contract
___ Application	___ Budget Amendment
___ Citizen	___ Legal Notice
___ Consultant Report	___ Other _____

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_

\_\_\_

Passed Failed

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

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF PARK LAND FROM LEATHA SILVA AND V.V. SILVA.**

**WHEREAS**, Leatha and V. V. Silva own real estate surrounded by City owned property in Rothwell Park more specifically described on the attached Ownership and Encumbrance report from Town & Country Abstract Co., Inc.; and

**WHEREAS**, on September 18, 2023, this Council authorized acquisition of this property by condemnation; and

**WHEREAS**, the City obtained an appraisal of the property which concluded that the value of the real estate was approximately \$6,400.00; and

**WHEREAS**, the heirs of Mr. and Mrs. Silva, Eloy Silva, and Linda Lee Fish, have notified the City that they are willing to deed their interest in the property over to the City in exchange for a total purchase price of \$10,000.00; and

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

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

**RESOLVED** this 6th day of November, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



## VALUE FINDING REPORT FORMAT

September 13, 2022



VV Silva Tract  
Rothwell Park (0.42 Acre Tract)  
Moberly, Missouri  
City of Moberly

FILE NO. C2208062

**VALUE FINDING APPRAISAL REPORT FORMAT**

**County:** Randolph  
**Route:** Highway 24  
**Job No.:** N/A  
**Parcel No.:** Silva  
**Property Address:** Highway 24, Moberly, Missouri  
**Area of Contiguous Ownership:** 0.42 acres  
 (As calculated from plans)

**Acquisition:**

(As indicated on plans)

**Normal Land:** 0.42 acres  
**Controlled Land:** N/A  
**Fully Controlled Land:** N/A  
**Permanent Easement:** N/A  
**Temporary Easement:** N/A

**Remainder:** N/A

**Appraiser:** J.D. Moran, MAI  
**Effective Date of Appraisal:** September 13<sup>th</sup>, 2022

**1. Owner and Tenant-owner:**Owner

VV Silva Estate  
 Highway 24  
 Moberly, MO 65270

Property Contact

The appraisers were not provided a property contact. The appraiser viewed the property from adjacent right of way.

**Extraordinary Assumptions:**

1. We have assumed that the site is 0.42 acres as indicated on the Moberly GIS. No survey was available.
2. We have assumed that there is no water and sewer to the site, but electricity is nearby and could be extended to the site if desired. It is noted that the exact location of electric is unknown and could require additional expense depending on development plans and service needed. The assumption is based on interviews with city officials.



3. The subject site is landlocked. We have assumed that the site could be accessed by the gravel road through the park during normal park hours for recreational use.

## 2. Purpose of Appraisal:

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

**A. Fair Market Value Definition:** Fair market value is the value of the property taken after considering comparable sales in the area, capitalization of income, and replacement cost less depreciation, singularly or in combination, as appropriate, and additionally considering the value of the property based upon its highest and best use, using generally accepted appraisal practices. If less than the entire property is taken, fair market value shall mean the difference between the fair market value of the entire property immediately prior to the taking and the fair market value of the remaining or burdened property immediately after the taking. (RSMo 523.001) Jurisdictional Exception to Standards Rule 1-2(c).

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

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

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

## 3. Interest Appraised: Fee simple

## 4. Scope of Work:

The scope of work is defined by USPAP as the type and extent of research and analyses in an assignment. The scope of work includes, but is not limited to, the extent to which the property is identified; the extent to which tangible property is inspected; the type and extent of data researched; and the type and extent of analyses applied to arrive at opinions or conclusions. In developing a real

property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem, and correctly complete research and analyses necessary to produce a credible value conclusion that will serve the needs of the client.

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

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

In preparation of this appraisal, the appraisers have:

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

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

1. A description of the land being appraised.
2. A sales history of the subject property.
3. A summary of property trends in the local market including identification of current and projected competition and a forecast of effective demand.
4. A highest and best use analysis is based on our survey of the market, supply and demand factors, and examination of the feasibility of alternative uses.
5. We have considered the sales comparison approach to arrive at our opinion of total just compensation. The income capitalization approach and cost approach were not considered because only the land is appraised.
6. Appropriate photographs, maps, graphics, and addendum/exhibits have been included to support our analyses and conclusions.

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

## 5. Identification of the Realty:

07-8.0-34.0-0.0-000-033.000

Moberly, Missouri

Silva, VV – Estate

The subject property is not addressed. Access to the site is from Highway 24 to Rothwell Park Road to a gravel service road that extends east of Rothwell Park Road. We have assumed that access could be granted to the site during normal park hours. The subject is surrounded on all sides by Rothwell Park. Per Moberly GIS, the site includes a total area of 0.42 acres. No improvements exist on the property.

## 6. History of the Property:

There have not been any transfers recorded within the past five years, and there are no current contracts, options, or listings known to exist.

## 7. Description of Realty Prior to Acquisition:

### A. Land:

<b>Site Size/Dimensions:</b>	18,295 s.f. (0.42 acres)
<b>Configuration:</b>	Rectangular
<b>Topography/Drainage:</b>	The reader is referred to the topography map herein. The site is sloping down to the north. The site is heavily wooded.
<b>Flood Plain:</b>	None
<b>Frontage/Street Type:</b>	The subject has no public road frontage. There is private gravel drive that extends in front of the site to access the lake. No vehicle access. We have assumed that access would be granted to the site during normal business hours.
<b>Access:</b>	The subject is accessed by a private gravel drive via Rothwell Park Road, which is a privately maintained asphalt paved road.
<b>Utilities:</b>	We have assumed that public electricity is nearby and could service the site. Some expense may be incurred depending on electric needs. There is no water or sewer service to the site.

**Visibility/Expos:** The site has no visibility from any public roadway.

**Traffic Count:** None. No vehicle access. Pedestrian traffic.

**Easement/Encumbrances:** None known to be adverse.

**Encroachments:** None known.

**Environmental:** As referenced in the Assumptions and Limiting Conditions to this report, the appraisers are not considered expert nor competent to assess environmental issues. Upon physical inspection of the subject property, no indication "to the untrained eye" of environmental hazard could be found.

# Aerial Photograph





# Topography Map



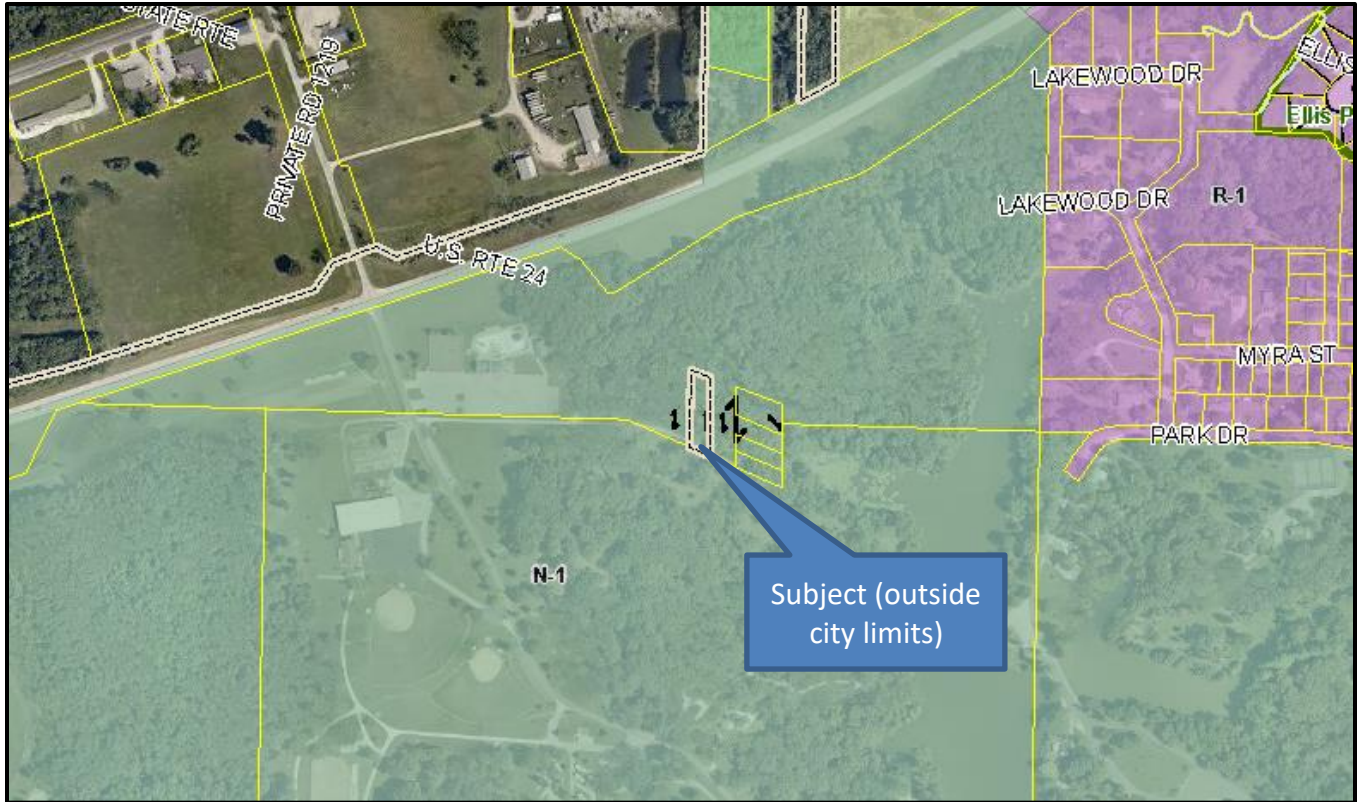
# Flood Map



\*Subject is not in flood plain.



## Zoning Map



\*Per City of Moberly Planning and Zoning, the subject is outside of the city limits and therefore not zoned. The site is zoned N-1 on all sides.



## B. Zoning:

The subject is outside of the city limits and therefore not zoned. The site is zoned N-1, Nonurban District on all four sides which is intended to protect agricultural uses through control of density, land use and land coverage. Generally, agricultural and rural residential uses are permitted on parcels greater than five acres. The minimum lot size is five acres.

The subject parcel is not subject to zoning regulations.

## C. Fee Owned Improvements, Fixtures and Personalty:

N/A

## D. Tenant Owned Improvements, Fixtures and Personalty:

N/A

## E. Other Appraisal Considerations:

N/A

## 8. Highest and Best Use and Effect of Acquisition:

**As Vacant**

**Legally Permissible:** The subject site is outside of the city limits and therefore not zoned. Most any use would be permitted.

**Physically Possible:** The site is 0.42 acres located on the south side of Highway 24 in Moberly. The site is gently sloping. Electric is available (may be additional expense), but there is no water and sewer. The subject is unique in the fact that it is surrounded on all sides by the Rothwell city park. There is no public road frontage. There is a gravel park drive, but no cars are permitted on the drive past the aquatic center. We have assumed that the site could be accessed during normal park hours, and although development may be possible, these factors limit most uses beyond recreational uses such as campsite or permitted uses in the park such as archery or other park uses. Furthermore, the terrain is heavily wooded and sloping down, which would hinder most uses.

**Financially Feasible:** The recent market trends and conditions for the local, regional, and national markets have been considered. The feasibility for new development is low because development would be difficult due to the physical features, utilities and access. There would be some demand by the adjacent park for assemblage, but this would be the only likely buyer which further decreases the marketability.

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

**As Improved**

None. There are no improvements on the site.

**9. Description of the Acquisition and Effects on the Remainder:**

N/A. Full Acquisition.

## 10. Analysis and Supporting Data for Compensable Losses:

### A. Analysis of Overall Land Value:

	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Location	Highway 24	114 N Morley St	W Carpenter St	1211 Private Road 1381	1589 Private Road 1337
	Moberly, Missouri	Moberly, MO	Huntsville, MO	Cairo, MO	Moberly, MO
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	Cash Equivalent	Cash Equivalent	Cash Equivalent	Cash Equivalent	Cash Equivalent
Date of Sale	6/13/2022	12/16/2021	11/18/2021	9/17/2021	8/28/2020
Land Area (SF)	18,295	11,326.00	26,136	29,200	13,504
Pri. Frontage	No public street frontage	95	140	100	No public street
Sec. Frontage	0	0	0	0	0
Corner Site	No	No	No	No	No
Shape/Utility	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular
	Moderately Sloping,		Moderately Sloping,		
Topography	Wooded	Gently Sloping	Wooded	Gently Sloping	Moderately Sloping
Utilities	E	E,W,S	E,W,S	E,W	E,W
Zoning	None	B-3	None	None	None
Traffic Count	Low	15,000	Low	Low	Low
Site Improvements	None	None	None	None	None
Sale Price		\$8,000	\$6,400	\$15,000	\$5,000
Real Property Rights					
Adjusted Price		\$8,000	\$6,400	\$15,000	\$5,000
Conditions of Sale					
Adjusted Price		\$8,000	\$6,400	\$15,000	\$5,000
Expenditures After Purchase					
Adjusted Price		\$8,000	\$6,400	\$15,000	\$5,000
Adjusted Price per SF		\$0.71	\$0.24	\$0.51	\$0.37
Market Conditions		\$0.04	\$0.04	\$0.04	\$0.08
Adjusted Price per SF		\$0.75	\$0.28	\$0.55	\$0.45
Location		-10%	10%	10%	
Size					
Frontage		-20%	-20%	-20%	
Corner Site					
Shape/Utility					
Topography		-10%		-10%	
Utilities		-20%	-20%	-10%	-10%
Zoning					
Other					
Net Adjustment (\$)		-\$0.45	-\$0.08	-\$0.17	-\$0.05
Net Adjustment (%)		-60%	-30%	-30%	-10%
Adjusted Price per SF		\$0.30	\$0.20	\$0.38	\$0.40

### Summary of Adjustments and Value Conclusion:

Four sales are considered in the valuation of the underlying land of the subject property. The adjustment grid is located on the prior page, while additional details are located within the addendum.

**Market Conditions:** The sales occurred from 2020 through 2021. Based on available market data including sales data, interviews with brokers, and market surveys, the market for this property type has increased over the last two years, therefore all sales are adjusted 5% to 10% for inferior market conditions.

**Location:** The subject is located in Rothwell City Park south of Highway 24. Sale 1 is located on N Morley St in Moberly, in an area with superior surrounding development, and better access to area amenities, therefore a negative adjustment is made. Sales 2 and 3 are adjusted for inferior location because these sites are located further from Moberly in more rural areas. Sale 4 is further from Moberly, but has lake frontage which is offsetting therefore no adjustment is made.

**Land Area (Size):** In this market, smaller properties command higher per unit values than comparable, but larger, properties. Given that smaller properties command a higher unit value, they are superior on a per unit basis; therefore, larger properties are inferior. No adjustments were required as all sales have similar sizes (below 0.50 acres).

**Frontage:** The subject does not have public road frontage. All of the sales, except Sale 4 are adjusted for road frontage. Sale 4 does not have road frontage like the subject and additional expense would be incurred to extend the road to the site.

**Topography:** The subject property is moderately sloping down and heavily wooded. Sales 1 and 3 are adjusted for superior terrain because these sites are less sloping. Sales 2 and 4 have similar terrain.

**Utilities:** The subject does not have any utilities, but electricity is close by. All of the sales are adjusted for superior utilities because these sites have access to water and/or sewer.

The four sales indicated a value range from \$0.20 to \$0.40 per square foot acre with an average of \$0.32 per square foot. All of the sales closed within the last two years. For further support, we have also analyzed two recent lot sales in town.

<b>Location</b>	<b>Size (SF)</b>	<b>Sale Date</b>	<b>Sale Price (per SF)</b>
201 S. Ault St.	7,800	3/28/2022	\$0.38
318 Woodland Ave.	9,675	2/23/2022	\$0.26

These sites included city utilities and frontage on a city street, which is superior. It should be noted the subject would be difficult to develop given its location. The subject would have limited demand considering that there is no street frontage, no utilities and limited development potential. However, there would be some assemblage potential with the adjacent park. The fact that this is the only likely

buyer is a weakness of the marketability, but there would be some reasonable desire to assemble the property considering the exiting park use. Considering these factors, it is our opinion that a unit value near the mid to upper end of the range as indicated by the lot sales would be supportable for the property. We have adopted a unit value of \$0.35 per square foot considering the location and physical features. Applying the per unit value to the subject's 18,295 square feet indicates a total value of \$6,403. Rounded to \$6,410.

Conclusion-Overall Unit Value of Land: \$6,410 (\$0.35/s.f.)

B. Analysis of Value of Land Acquired (if different from overall value):

Conclusion-Unit Value of Land Acquired: N/A

C. Analysis of Value of Improvement in the Acquisition:

Conclusion-Estimated Value of Improvements: N/A

D. Analysis of Damage to the Remainder: N/A

**Damages to the Remainder:**

E. Other Appraisal Consideration: N/A

**11. Estimate of Total just Compensation:**

Estimated Value Before Acquisition: \$6,410

Estimated Value After Acquisition: \$0.00

Indicated Just Compensation Due to Acquisition \$6,410

**12. Allocation of Just Compensation:**

A. Fee Holder's Interest:

1. Land Acquired: \$6,410

2. Improvements: N/A

3. **Total Land and Improvements:** **\$6,410**

4. Damages to the Remainder:

Permanent Easement: N/A

**Total Damages to the Remainder: N/A**

**5. Total Just Compensation Due Fee Holder \$6,410**

**B. Tenant Owner's Interest:**

1. Tenant Owned Improvements: N/A

**Total Tenant Owned Improvements: N/A**

2. Damage to Tenant Owned Improvements: N/A

**Total Damage to Tenant Owned Improvements: N/A**

3. Leasehold Interest: N/A

**Total Leasehold Interest: N/A**

**4. Total Just Compensation Due Tenant Owner N/A**

**13. Uneconomic Remnant: N/A**

**14. Salvage Value:**

Item: N/A

## Required Attachments:

### ASSUMPTIONS AND LIMITING CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## CERTIFICATE OF APPRAISER

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

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

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

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

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

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

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

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

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

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

No one provided significant professional assistance to the person signing this report except as specified herein.

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

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

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

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

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

I did not afford the fee holder or the fee holder's representative, an opportunity to accompany me during my inspection of this property. There are no tenant owner's known to exist.



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

September 22, 2022

DATE



SIGNATURE

County: Randolph

Route: Highway 24

State Project No.: N/A

Federal Project No.: N/A

Parcel No.: Silva



# MOORE & SHRYOCK

WS #3.

## QUALIFICATIONS OF J.D. MORAN

APPRAISER, PARTNER

[jmoran@ms-app.com](mailto:jmoran@ms-app.com)

609 E Broadway, Columbia, MO 65201 | (573) 874-1207 | ms-app.com

### EDUCATION

#### **Southeast Missouri State University — Cape Girardeau**

- Bachelor of Science in Business Administration
- Management-Organizational Leadership

### EXPERIENCE

#### **Moore & Shryock, LLC**

- Appraiser (2004 - 2016)
- Appraiser & Partner (2017 – present)

#### **Appraisal Institute – St. Louis Chapter**

- Member (2014 - current)

### CERTIFICATIONS

#### **Appraisal Institute**

MAI Designated Member (#453782)

#### **State of Missouri Certified General Appraiser**

Certificate 2006028567

### BACKGROUND

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



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

**LICENSE FOR JOHN D. MORAN, MAI**

## AREA DATA

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

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

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

The population in Moberly has remained mostly steady since 1990, similar to the population of Randolph County and the State of Missouri. However, declining populations are noted in some northern counties of Missouri. Those counties with access to four lane highways, such as Highway 63, have fared better than others. Moberly has been reasonably successful in their efforts to attract new industries and retain existing ones. New and expanding industries have provided jobs in manufacturing, distribution, and office sectors. A new meat packing facility by Plumrose USA was recently announced and is expected to create 142 full-time jobs within the city. The new facility is currently being constructed north of the subject property, on a 40-acre site in Moberly's Industrial Park. The agreement includes a taxable \$85 million industrial development revenue bond backed by the city to complete the project and two or more tax exemptions. The population history of Moberly, its county Randolph and the State of Missouri are highlighted below.

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

Moberly is designated as an Enhanced Enterprise Zone allowing for tax credits for new businesses or expanding businesses in certain industries such as warehousing, distribution, wholesale trade, materials recovery facilities, manufacturing and mining. Any other business

enterprise that creates and maintains 50 or more full time jobs, excluding retail, eating and drinking establishments, and gaming operations can also apply. A list of Randolph County's businesses with at least 100 employees follows.

### **RANDOLPH COUNTY MAJOR EMPLOYERS**

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

The Randolph County unemployment rate as of July 2022 was 2.9%. The unemployment rate statewide was 2.9% as of the same time period. These unemployment statistics are not seasonally adjusted. Building permits issued in Moberly range from 11 to 25 for single family residences and 3 to 11 for duplexes over the past 5 years as detailed below.

<b>Year</b>	<b>Single Family Permits</b>	<b>Duplex Permits</b>
2021	21	11
2020	25	9
2019	20	5
2018	25	3
2017	11	6

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

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

of this new development is along the Highway 24 and Morley Street corridors, in northern Moberly.

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

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

Excluding the proposed Plumrose USA facility, new construction in the Moberly area includes the 2015 Mid-Am Building Supply addition of 30,000 SF to the existing building on the south end of the city for a new interior door finishing facility. MFA Oil announced plans in early 2015 to move their truck shop, lab and maintenance warehouse from Columbia to Moberly, and to move their distribution center from California, MO to Moberly. The first phase of the new facility became operational in 2015. Also, in early 2015, Orscheln Products announced construction of a new 15,000 SF test laboratory, which includes mechanical, environmental, vibration, electronics and corrosion testing capabilities.

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

## **MARKET CONDITIONS – 3RD QUARTER 2022**

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

As of March 2020, the Covid-19 threat began impacting real estate market conditions. The lockdowns to contain the pandemic severely impacted the economy. We view the economy as within the later stages of a recovery from the setback precipitated by the pandemic. This economic recovery has progressed in response to: (1) increased immunization as vaccines are distributed; and (2) the aggressive steps taken by the Federal Reserve and Treasury aimed at providing adequate liquidity.

The Federal Reserve, balancing high U.S. inflation against the complex risks of a European land war, ongoing supply chain concerns, and high employment, has continued to slowly raise interest rates in an attempt to reduce inflation and avoid a recession. The consumer price index was unchanged in July as the annual inflation rate receded from 9.1% to 8.5%. The CPI unexpectedly increased 0.1 percent from July to August despite a two month decline in gasoline prices. The overall costs were up 8.3% in August compared to 12 months earlier. The inflation rate will likely spur the Fed to continue increasing rate and potentially cause a mild recession.

The foundation for real GDP growth consists of two core elements, labor force growth and productivity growth. The population growth and labor force growth have not changed. Nonfarm business productivity, based on the five-year growth at an annual rate, has rebounded to about 2.0% as of the end of the fourth quarter. The pandemic has produced an increase in productivity growth as companies invest in labor-saving technology. GDP estimates are for 5-6% in 2021 and 3-4% in 2022 with long-term real GDP growth to settle near 2%.

The NAHB Housing Market Index has continued to edge down and is now at 49 on a national basis. This is the lowest level since May 2020 and excluding the pandemic, its lowest reading since June 2014. These readings confirm our view that the ongoing monetary tightening is decidedly reducing the level of housing demand, which is a goal of the Fed.

Building permits declined 1.3% in July. Single family permits fell 4.3% but multifamily permits increased 2.8%.

Housing starts fell 9.6% in July. Starts have dropped close to 20% from their cyclical peak in April. and 71 on the regional Midwest index.

New home sales in July declined 12.6% to an annual rate of 511,000 units, its lowest level since January 2016. New home sales are down about 30% from one year ago. The median existing home price eased 2.4% for the month but remains 10.8% above the level one year ago.

In summary, the economy has displayed a high level of resilience during the latter stages of the pandemic. Continued record inflation and the war in Ukraine are creating unprecedented market conditions. Moore and Shryock is closely monitoring this fluid situation and will consider to the extent possible any changes in market conditions as additional data materializes.

The Green Street Commercial Property Price Index® decreased 1% in August. The all-property index has fallen by 6% this year.

### Green Street CPPI®: Sector-Level Indexes

	Index Value	Change in Commercial Property Values		
		Past Month	Past 12 Mos	From Pre Covid
All Property	145.7	-1%	0%	8%
Core Sector	146.7	-2%	-1%	9%
Apartment	178.3	-1%	1%	15%
Industrial	230.8	-3%	-1%	39%
Mall	80.1	-10%	-5%	-17%
Office	107.0	0%	-4%	-9%
Strip Retail	120.7	0%	1%	7%
Health Care	147.5	0%	1%	3%
Lodging	112.0	2%	7%	3%
Manufactured Home Park	314.4	-2%	-1%	30%
Net Lease	105.0	0%	-9%	6%
Self-Storage	304.8	4%	17%	64%

In the second quarter of 2022, the average overall capitalization (cap) rate decreased in 15 Survey markets, increased in 11, and held steady in nine compared to last quarter. For all markets, the average change is a four-basis-point decline. When looking at changes from a year ago, more dramatic differences are observed. Specifically, nearly 91.0% of the market averages are lower today than they were a year ago with 26 Survey markets posting double-digit decreases,



<b>OVERALL CAPITALIZATION RATE ANALYSIS</b>							
Second Quarter 2022							
	<b>OVERALL CAP RATES</b>		<b>BASIS-POINT CHANGE</b>		<b>EXPECTED SHIFT (IN SIX MONTHS)*</b>		
	Range	Average	Quarterly	Year Ago	Increase	Decrease	Hold Steady
<b>National Markets</b>							
Regional Mall	4.50% – 12.50%	7.23%	0	– 17	0%	0%	100%
Power Center	5.25% – 7.50%	6.43%	– 10	– 25	50%	25%	25%
Strip Shopping Center	5.00% – 10.00%	7.00%	– 15	– 35	33%	17%	50%
CBD Office	4.25% – 8.00%	5.70%	6	– 8	25%	0%	75%
Suburban Office	4.50% – 8.00%	6.03%	– 10	– 19	0%	40%	60%
Net Lease	5.00% – 7.50%	5.95%	0	– 33	50%	0%	50%
Medical Office Buildings	4.00% – 10.00%	6.36%	0	– 17	40%	20%	40%
Secondary Office	6.00% – 9.00%	7.17%	– 32	– 40	17%	0%	83%
<b>Warehouse Markets</b>							
National	3.00% – 6.50%	4.37%	15	– 40	10%	30%	60%
East Coast Region	3.00% – 5.25%	3.76%	– 44	– 77	14%	0%	86%
East North Central Region	3.00% – 4.50%	3.98%	– 42	– 92	0%	20%	80%
Pacific Region	2.75% – 4.50%	3.50%	– 3	– 50	0%	0%	100%
<b>Apartment Markets</b>							
National	3.00% – 7.00%	4.45%	5	– 51	20%	10%	70%

Fundamentals for the U.S. office sector were largely unchanged over the past few months despite expectations that companies were bringing workers back to the office. Occupancy is expected to continue to decline through 2022, which is forecasted to be the bottom of the current cycle.

The U.S. retail sector continues to exhibit the recovery experienced in 2021, and 33 metros are expected to end 2022 in recovery, while ten are expected to still be improving but at a slower rate.

High demand, inadequate supply, and low vacancy rates are key drivers behind the U.S. industrial sector's strong fundamentals. And while ramping new supply could lead to a deceleration in fundamentals, they should remain healthy, as vacancy rates are near all-time lows in many metros across the country.

The U.S. multifamily sector continues to post solid fundamentals and most market are expected to end 2022 in expansion. While fundamentals may be impacted by the potential for a U.S. economic slowdown, a decline in single-family home sales could be a temporary boost to apartment occupancy.

Recreational and business travel are recovering rapidly, aiding travel related industries. Recent college grads who have been living and working from their parent's homes are moving out, boosting the recovery of apartment rental markets. With widespread vaccine distribution, patrons have flocked back to restaurants and bars. But some more permanent shifts in the commercial real estate market are only beginning to emerge, driven by the acceleration of pre-existing trends. The decades long shift to on-line retail went to warp speed in 2020 with severe implications for traditional retail properties. Many companies are looking hard at their office space and concluding they need less of it or different configurations. Similarly, banks are reducing their branch networks as the pandemic sweeps away their customers' concerns about mobile banking.

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

In summary, there is less risk in the market as the pandemic has shifted to the endemic phase. Columbia, Jefferson City, and central Missouri are part of a relatively recession resistant local economy based on medical services, education, governmental services, and insurance/banking. While these markets have rebounded from the downturn and changes in demand are becoming clear, however, other economic hurdles have materialized including supply chain bottlenecks that slow or halt production. Labor and product shortages also fuel inflation, a major economic risk.

## PHOTOGRAPHS



Site View



Private Gravel Driveway extending east from  
Rothwell Park Road

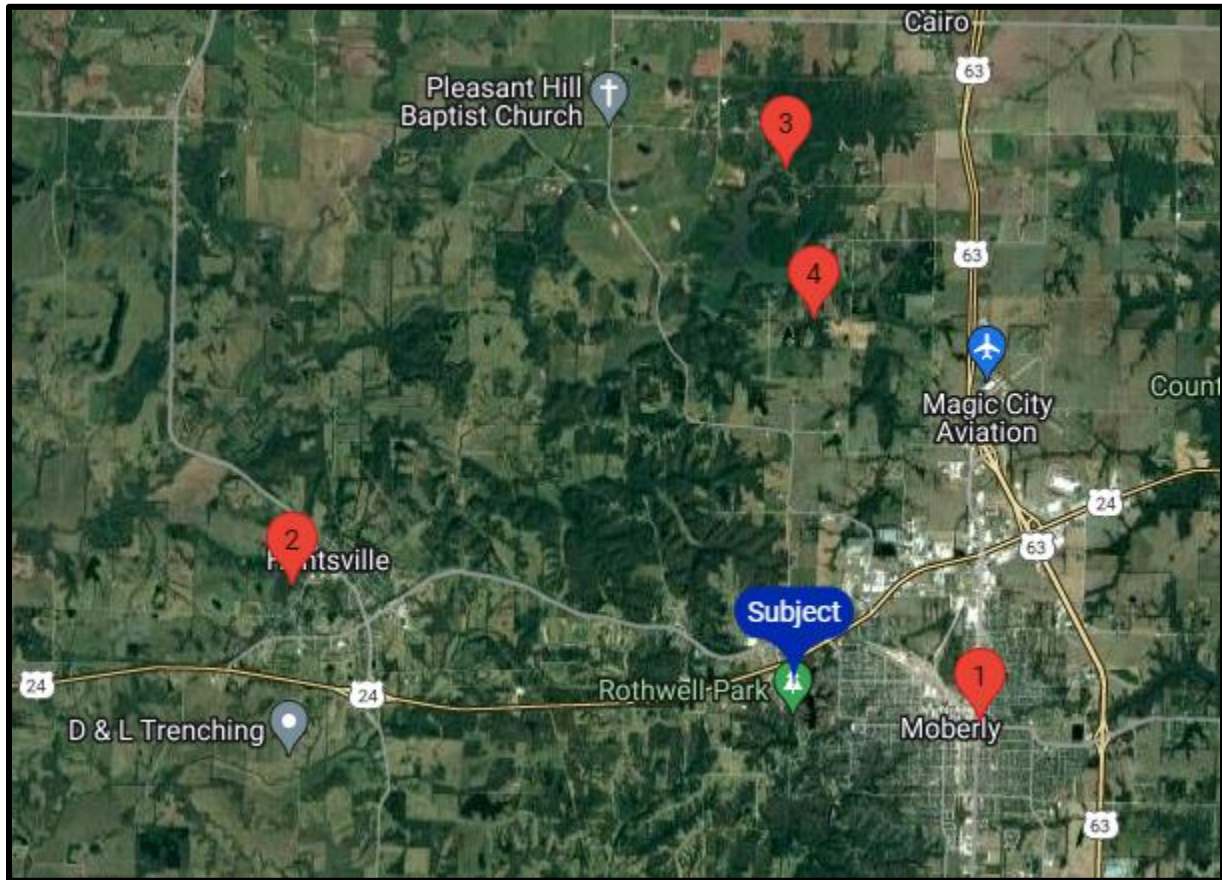


Rothwell Park Road



Highway 24

## SALE MAP



**SALE 1**

Seller:	Danny & Lillian Timm	Financing:	Cash equivalent
Buyer:	HIG Properties LLC	Site Dimensions:	Rectangular
Instrument:	Deed Date 12/17/2021	Zoning:	B-3
Recorded Book:	933 Page: 1191	Zoning Compliance:	Yes
County:	Randolph	Highest & Best Use:	Commercial
Selling Price:	\$8,000	Utilities in Use:	E,W,S
Unit Price:	\$0.71/s.f.	Utilities Available:	E,W,S
Type of Transaction:	Arm's length		

**Identification of the Property:** 114 N Morley Street, Moberly, Missouri 65270. This property sits along N Morley Street/Business 63 and just north of E Rollins St.

Sale price was confirmed by Joe Bruns on September 13, 2022, with Leslie Joseph, agent. Appraiser confirms on Form 6-3.1B, Certificate of Appraiser, that sale was personally inspected.

**Property Description:**

<b>Size:</b>	11,326 s.f.
<b>Topography:</b>	Gently sloping
<b>Traffic Count:</b>	15,000
<b>Road Surface:</b>	Paved
<b>Primary Frontage:</b>	95'
<b>Property Rights:</b>	Fee simple
<b>Corner Site:</b>	No
<b>Environmental:</b>	No indication to the "untrained eye" of environmental hazard could be found.
<b>Encumbrance:</b>	No adverse easements or encumbrances.
<b>Comments:</b>	Rectangular shaped tract inside of Moberly city limits. Electric, sewer, and water are available on site.

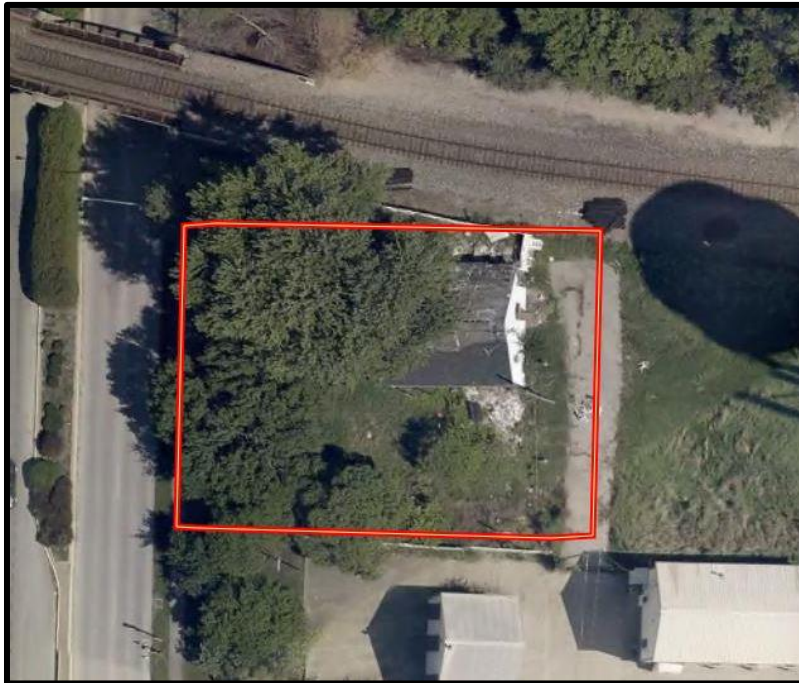
Map Number: N/A

Sale Number:1

Parcel ID: 10-1.0-01.0-1.0-003-039.000



## SALE 1 AERIAL



## SALE 1 TOPOGRAPHICAL MAP



**SALE 2**

Seller:	Michael E. Hall	Site Dimensions:	Rectangular
Buyer:	Timothy J Fender & Charlotte Virginia Swenson	Zoning:	None
Instrument:	Deed	Date	11/18/2021
Recorded Book:	932	Page:	2050
County:	Randolph	Highest & Best Use:	Single Family
Selling Price:	\$6,040	Utilities in Use:	E,W,S
Unit Price:	\$0.24 s.f.	Utilities Available:	E,W,S
Type of Transaction:	Arm's length		
Financing:	Cash equivalent		

**Identification of the Property:** W Carpenter Street, Huntsville, MO 65259. The site is located on the west side of Huntsville.

Sale price was confirmed by Joe Bruns on September 13, 2022 via Wanda Finnigan, agent. Appraiser confirms on Form 6-3.1B, Certificate of Appraiser, that sale was personally inspected.

**Property Description:**

**Size:** 26,136 s.f.  
**Topography:** Gently sloping  
**Traffic Count:** Low  
**Road Surface:** Paved  
**Primary Frontage:** 140'  
**Property Rights:** Fee simple  
**Corner Site:** No  
**Environmental:** No indication to the "untrained eye" of environmental hazard could be found.  
**Encumbrance:** No adverse easements or encumbrances.  
**Comments:** A wooded tract of land on the west side of Huntsville. Electric, sewer, and water are available on site. Sloping, wooded site will limit development potential. Road ends just south of subject.

Map Number: N/A

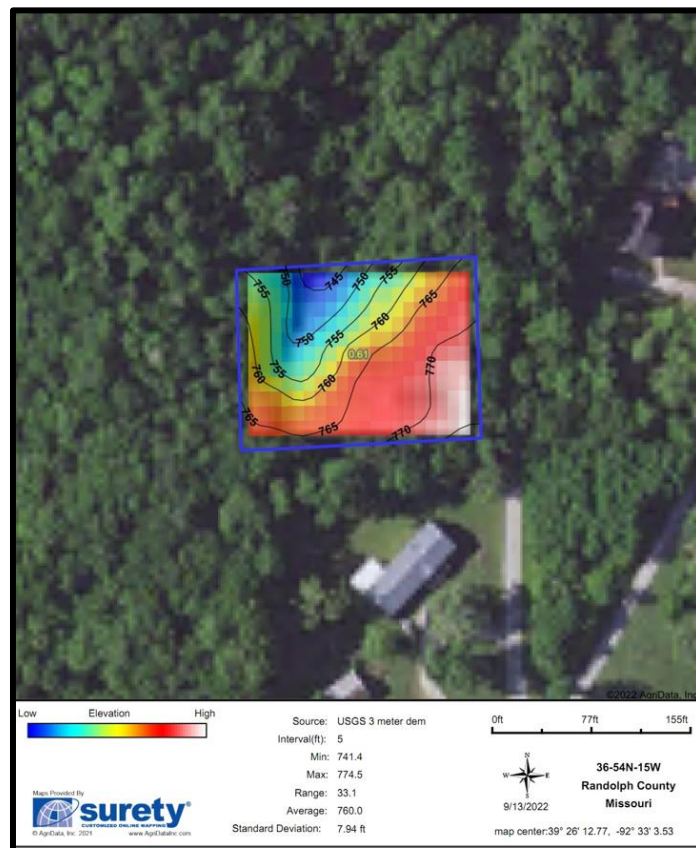
Sale Number: 2

Parcel ID: 06-7.0-36.0-2.0-002-053.000

## SALE 2 AERIAL



## SALE 2 TOPOGRAPHIC MAP





**SALE 3**

Seller: Brenda Kay & Ray P Long  
 Buyer: Aaron Wayne & Nora Lee Ridgway  
 Instrument: Deed Date 09/20/2021  
 Recorded Book: 931 Page: 1251  
 County: Randolph  
 Selling Price: \$15,000  
 Unit Price: \$0.51 s.f.  
 Type of Transaction: Arm's length

Financing: Cash equivalent  
 Site Dimensions: Rectangular  
 Zoning: None  
 Zoning Compliance: N/A  
 Highest & Best Use: Recreational  
 Utilities in Use: E,W  
 Utilities Available: E,W

**Identification of the Property:** 1211 Private Road 1381, Cairo, Missouri 65239. The site is located along the northeast side of Sugar Creek Lake

Sale price was confirmed by Joe Bruns on July 13, 2022 via Carolyn Wilhite, agent. Appraiser confirms on Form 6-3.1B, Certificate of Appraiser, that sale was personally inspected.

**Property Description:**

**Size:** 29,200 s.f.  
**Topography:** Gently sloping  
**Traffic Count:** Low  
**Road Surface:** Gravel  
**Primary Frontage:** 100'  
**Property Rights:** Fee simple  
**Corner Site:** No  
**Environmental:** No indication to the "untrained eye" of environmental hazard could be found.  
**Encumbrance:** No adverse easements or encumbrances.  
**Comments:** Rectangular shaped tract on the northeast side of Sugar Creek Lake. Water and electricity available on site, but not installed.

Map Number: N/A

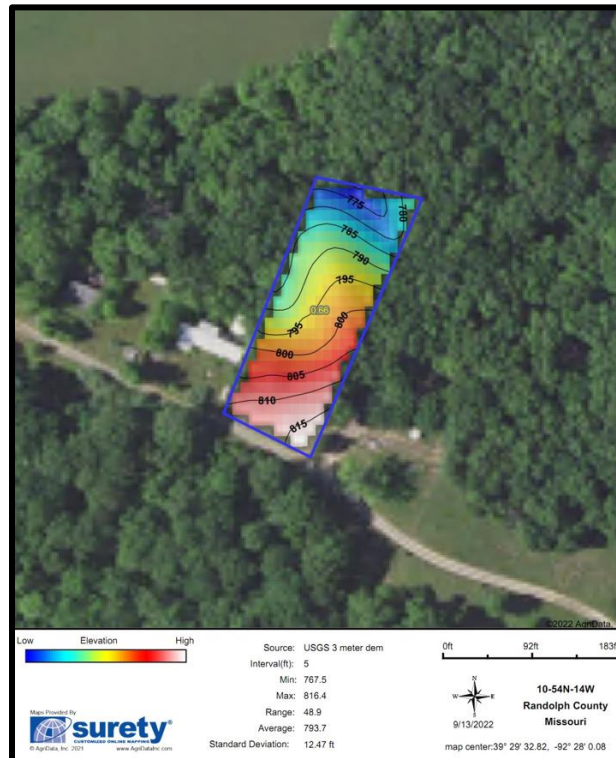
Sale Number: 3

Parcel ID: 07-2.0-10.0-0.0-000-013.000

### SALE 3 AERIAL



### SALE 3 TOPOGRAPHIC MAP



**SALE 4**

Seller: Estate of Billy E Miller

Buyer: Travis Lasater

Instrument: Deed Date 09/01/2020

Recorded Book: 923 Page: 1440

County: Randolph

Selling Price: \$5,000

Unit Price: \$0.37 s.f.

Type of Transaction: Arm's length

Financing: Cash equivalent

Site Dimensions: Rectangular

Zoning: None

Zoning Compliance: N/A

Highest &amp; Best Use: Recreational

Utilities in Use: None

Utilities Available: E,W

**Identification of the Property:** 1589 Private Road 1337, Moberly, MO 65270. The site is located along the south side of Sugar Creek Lake.

Sale price was confirmed by Joe Bruns on September 13, 2022 via Christy Ames, agent. Appraiser confirms on Form 6-3.1B, Certificate of Appraiser, that sale was personally inspected.

**Property Description:****Size:** 13,504 s.f.**Topography:** Moderately sloping**Traffic Count:** Low**Road Surface:** Gravel**Primary Frontage:** None. Road ends just north of site.**Property Rights:** Fee simple**Corner Site:** No**Environmental:** No indication to the "untrained eye" of environmental hazard could be found.**Encumbrance:** No adverse easements or encumbrances.

**Comments:** Rectangular shaped tract on the south side of Sugar Creek Lake. Water and electricity available nearby. Road ends just north of site. Buyer planned to extend the road. Old manufactured home, no value.

Map Number: N/A

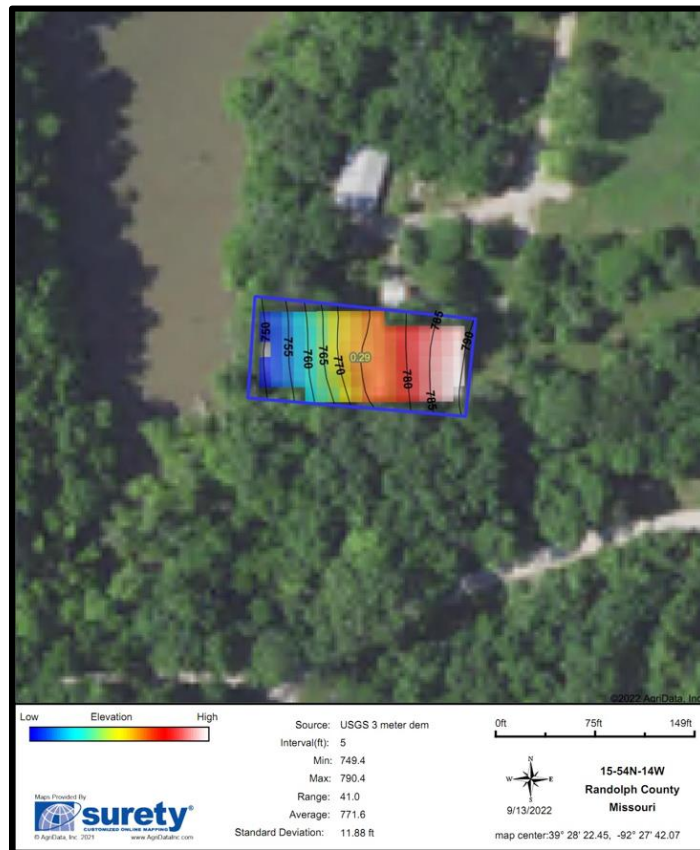
Sale Number: 4

Parcel ID: 07-5.0-15.0-0.0-000-065.000

## SALE 4 AERIAL



## SALE 4 TOPOGRAPHIC MAP



State of Alabama                    )  
   ) ss  
 County of Colbert                 )

### AFFIDAVIT OF HEIRSHIP

COMES NOW the undersigned and being duly sworn states as follows:

1. My name is Eloy Silva and I live at 1560 Osborn Hill, Tuscumbia, Alabama.
2. I am the son of V.V. and Leatha Silva, husband and wife.
3. My parents are both deceased.
4. My parents were the owners of the property described in the attached Exhibit A.
5. This property was not occupied as a homestead of the deceased.
6. My parents had only two children, me and my sister Linda Lee Fish (nee Silva) of Moberly, Missouri.
7. To the best of my knowledge my parents left no will and no estate was ever opened but that they were solvent and that all debts that they may have had have been fully paid.

\_\_\_\_\_  
 Eloy Silva

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023.

\_\_\_\_\_  
 Notary Public

State of Missouri                    )  
   ) ss  
 County of Randolph                )

### AFFIDAVIT OF HEIRSHIP

COMES NOW the undersigned and being duly sworn states as follows:

1. My name is Linda Lee Fish (nee Silva) and I live at 750 Homestead Dr., Moberly, Missouri..
2. I am the son of V.V. and Leatha Silva, husband and wife.
3. My parents are both deceased.
4. My parents were the owners of the property described in the attached Exhibit A.
5. This property was not occupied as a homestead of the deceased.
6. My parents had only two children, me and my brother Eloy Silva of 1560 Osborn Hill, Tuscumbia, Alabama.
7. To the best of my knowledge my parents left no will and no estate was ever opened but that they were solvent and that all debts that they may have had have been fully paid.

\_\_\_\_\_

Linda Lee Fish

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023.

\_\_\_\_\_  
 Notary Public

***QUIT-CLAIM DEED***

**THIS INDENTURE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Linda Fish, a Single Person, hereinafter referred to as “**Grantor**,” and City of Moberly, a Municipal Corporation, hereinafter referred to as “**Grantee**.”

Grantee’s mailing address is:

**Grantor**, for good and valuable consideration paid by **Grantee**, the receipt of which is hereby acknowledged, do by these presents **REMISE, RELEASE and FOREVER QUIT CLAIM** unto **Grantee** the following described lots, tracts, or parcels of land, lying, being, and situate in the County of Randolph, State of Missouri, commonly referred to as 101 West Reed Street, Moberly, MO 65270, which is described as follows:

**This conveyance is without warranty whatsoever, either expressed or implied, and is subject to all prior easements, restrictions, covenants, and encumbrances now of record, if any.**

**TO HAVE AND TO HOLD THE SAME**, the said premises, unto said grantees, heirs and assigns forever; so that neither **Grantor** nor any other entity, person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, by these presents, be excluded and forever barred.

**IN WITNESS WHEREOF**, **Grantor** has caused these presents to be signed the day and year above written.

**GRANTOR**

\_\_\_\_\_  
Linda Fish



STATE OF MISSOURI                    )  
   )  
 COUNTY OF \_\_\_\_\_ )           ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me \_\_\_\_\_ *[name of notary]*, a Notary Public in and for said state, personally appeared Linda Fish, a single person, known to me to be the person who executed the within deed 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.

SEAL

\_\_\_\_\_  
 Notary Public

***QUIT-CLAIM DEED***

**THIS INDENTURE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Eloy and Judy A. Silva, Husband and Wife, hereinafter referred to as “**Grantor**,” and City of Moberly, a Municipal Corporation, hereinafter referred to as “**Grantee**.”

Grantee’s mailing address is:

**Grantor**, for good and valuable consideration paid by **Grantee**, the receipt of which is hereby acknowledged, do by these presents **REMISE, RELEASE and FOREVER QUIT CLAIM** unto **Grantee** the following described lots, tracts, or parcels of land, lying, being, and situate in the County of Randolph, State of Missouri, commonly referred to as 101 West Reed Street, Moberly, MO 65270, which is described as follows:

**This conveyance is without warranty whatsoever, either expressed or implied, and is subject to all prior easements, restrictions, covenants, and encumbrances now of record, if any.**

**TO HAVE AND TO HOLD THE SAME**, the said premises, unto said grantees, heirs and assigns forever; so that neither **Grantor** nor any other entity, person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, by these presents, be excluded and forever barred.

**IN WITNESS WHEREOF**, **Grantor** has caused these presents to be signed the day and year above written.

**GRANTORS**

\_\_\_\_\_  
Eloy Silva

\_\_\_\_\_  
Judy A. Silva

STATE OF MISSOURI                    )  
   )       ss.  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me \_\_\_\_\_ *[name of notary]*, a Notary Public in and for said state, personally appeared Eloy Silva and Judy A. Silva, husband and wife, known to me to be the persons who executed the within deed and acknowledged to me that they executed the same for the purposes therein stated.

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

SEAL

\_\_\_\_\_  
 Notary Public

## Randall Thompson

---

**From:** Randall Thompson  
**Sent:** Tuesday, October 3, 2023 3:06 PM  
**To:** Nathan Nickolaus; Shirley Olney  
**Cc:** Troy Bock  
**Subject:** RE: Silva

I will take this to council for their approval by resolution. If you would send me the documents you have prepared I can use those for explanation to the council. Thanks Nathan

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

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**From:** Nathan Nickolaus <[nnickolaus@laubermunicipal.com](mailto:nnickolaus@laubermunicipal.com)>  
**Sent:** Tuesday, October 3, 2023 1:22 PM  
**To:** Randall Thompson <[cityattorney@cityofmoberly.com](mailto:cityattorney@cityofmoberly.com)>; Shirley Olney <[shirleyo@cityofmoberly.com](mailto:shirleyo@cityofmoberly.com)>  
**Cc:** Troy Bock <[tbock@cityofmoberly.com](mailto:tbock@cityofmoberly.com)>  
**Subject:** RE: Silva

VV Silva was married and died intestate. He had two children, Linda and Eloy. Linda married Leonard Fish. Leonard died, but Linda still lives just outside Moberly. Eloy Silva is married and still alive in Alabama. So, both heirs are still alive. The two heirs will sell for \$10,000; \$5000 each.

As a side note, Linda had several children, including William. William is dead, but his wife Deborah is still alive. The person we had correspondence with was Deborah, but, she has no claim to the property.

I have prepared quit claim deeds and affidavits of heirship for Linda (Silva) Fish and Eloy Silva and his wife. For documentation, I suppose I could prepare a contract of sale, but I feel like that is adding an unnecessary layer. Unless of course, you feel it is necessary.

**Nathan M. Nickolaus**  
 Of Counsel  
 Lauber Municipal Law, LLC  
 308 E. High St., Suite 108  
 Jefferson City, MO 65101  
 Phone 660.672.4597  
 Mobile 573.305.3334



**From:** Randall Thompson <[cityattorney@cityofmoberly.com](mailto:cityattorney@cityofmoberly.com)>  
**Sent:** Tuesday, October 3, 2023 11:39 AM  
**To:** Nathan Nickolaus <[nnickolaus@laubermunicipal.com](mailto:nnickolaus@laubermunicipal.com)>; Shirley Olney <[shirleyo@cityofmoberly.com](mailto:shirleyo@cityofmoberly.com)>  
**Cc:** Troy Bock <[tbock@cityofmoberly.com](mailto:tbock@cityofmoberly.com)>  
**Subject:** RE: Silva

Let me play catch up. Is the agreement reduced to writing? Who are all of the heirs of Mr. and Mrs. Silva? What is the relationship of Fish and Silva to them? Thanks.

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

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**From:** Nathan Nickolaus <[nnickolaus@laubermunicipal.com](mailto:nnickolaus@laubermunicipal.com)>  
**Sent:** Monday, October 2, 2023 2:58 PM  
**To:** Shirley Olney <[shirleyo@cityofmoberly.com](mailto:shirleyo@cityofmoberly.com)>  
**Cc:** Randall Thompson <[cityattorney@cityofmoberly.com](mailto:cityattorney@cityofmoberly.com)>; Troy Bock <[tbock@cityofmoberly.com](mailto:tbock@cityofmoberly.com)>  
**Subject:** Silva

We have got an agreement on the Silva tract for parks. The price will be \$10,000 which has been authorized. I need two checks, one for Mr. Eloy Silva and one for Mrs. Linda Fish. Both for \$5000.

I have also enclosed an invoice from Kleithermes Research on this case. He was able to locate and contact the heirs, which was very helpful.



## Randall Thompson

---

**From:** Randall Thompson  
**Sent:** Tuesday, October 3, 2023 3:07 PM  
**To:** Troy Bock; Nathan Nickolaus; Shirley Olney  
**Subject:** RE: Silva

She may lay claim to the property by adverse possession. That is always good to be aware of and I will make sure the council is aware of that possibility also.

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

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**From:** Troy Bock <tbock@cityofmoberly.com>  
**Sent:** Tuesday, October 3, 2023 1:42 PM  
**To:** Nathan Nickolaus <nnickolaus@laubermunicipal.com>; Randall Thompson <cityattorney@cityofmoberly.com>; Shirley Olney <shirleyo@cityofmoberly.com>  
**Subject:** Re: Silva

Yeah, for some reason Deborah paid taxes on it for years despite there not being a recorded trust.

Troy Bock, MPA, CPRE  
 Director  
 Moberly Parks and Recreation  
 660-269-7613 (p)  
 660-263-6770 (f)



Contractors and suppliers interested in doing business with the City of Moberly should register on [Vendor Registry](#). Ask me how.

---

**From:** Nathan Nickolaus <nnickolaus@laubermunicipal.com>  
**Sent:** Tuesday, October 3, 2023 1:21 PM  
**To:** Randall Thompson <cityattorney@cityofmoberly.com>; Shirley Olney <shirleyo@cityofmoberly.com>  
**Cc:** Troy Bock <tbock@cityofmoberly.com>  
**Subject:** RE: Silva

**Randall Thompson**

---

**From:** Nathan Nickolaus <nnickolaus@laubermunicipal.com>  
**Sent:** Tuesday, October 3, 2023 4:16 PM  
**To:** Randall Thompson; Troy Bock; Shirley Olney  
**Subject:** RE: Silva  
**Attachments:** Affidavit of Heirship Eloy Silva.docx; Affidavit of Heirship Linda Fish.docx; Quit Claim Fish.docx; Quit Claim Silva.docx

Here are the documents so far.

**Nathan M. Nickolaus**  
 Of Counsel  
 Lauber Municipal Law, LLC  
 308 E. High St., Suite 108  
 Jefferson City, MO 65101  
 Phone 660.672.4597  
 Mobile 573.305.3334



**From:** Randall Thompson <cityattorney@cityofmoberly.com>  
**Sent:** Tuesday, October 3, 2023 3:07 PM  
**To:** Troy Bock <tbock@cityofmoberly.com>; Nathan Nickolaus <nnickolaus@laubermunicipal.com>; Shirley Olney <shirleyo@cityofmoberly.com>  
**Subject:** RE: Silva

She may lay claim to the property by adverse possession. That is always good to be aware of and I will make sure the council is aware of that possibility also.

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

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**From:** Troy Bock <tbock@cityofmoberly.com>  
**Sent:** Tuesday, October 3, 2023 1:42 PM



**TOWN & COUNTRY ABSTRACT CO., INC.**

541 West Coates Suite 101  
Moberly, Missouri 65270  
Phone 660-263-0425 Fax 660-263-1226  
Email tabstract@sbcglobal.net

April 19, 2019

Mr. Randall Thompson  
City of Moberly  
101 W. Reed Street  
Moberly, MO 65270

Dear Mr. Thompson,

As you requested, we searched the records of Randolph County, Missouri, pertaining to:  
**Begin at a point South 67 degrees West 298.4 feet from the Southwest corner of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 34, Township 54, Range 14, Randolph County, Missouri, said point being the Southeast corner of the property described in Deed Book 202 at page 61 in the Recorder's Office of Randolph County, Missouri, then in a Northwesterly direction along the South line of said tract purchased in said deed, One Hundred (100) feet to the true point of beginning, then continuing in a Northwesterly direction Seventy-five (75) feet, then North in a parallel line with the Eastern boundary of said tract of land to the North line of the land described in said deed, then in a Southeasterly direction along the North line of said land Seventy-five (75) feet, then South on parallel lines with the West boundary of the land conveyed a distance of Two Hundred Fifty-one (251) feet to the true point of beginning, and being a tract of land Seventy-five (75) feet by Two Hundred Fifty-one (251) feet and being a part of Section 34, Township 54, Range 14. Our search covered the period October 31, 1977, through April 8, 2019, and disclosed the following:**

**TITLE:** Title was vested in **Leatha Silva and V. V. Silva, wife and husband** by Warranty Deed dated June 15, 1971, and recorded October 31, 1977, in Book 39M at Page 262.

**MORTGAGES:** None of record.

**MECHANICS' LIENS:** None of record.

**JUDGMENTS:** None of record against Leatha Silva or V. V. Silva.

**TAX LIENS:** None of record against Leatha Silva or V. V. Silva.

**REQUESTS FOR NOTICE OF SALE:** None of record.

**TAXES:** Taxes were paid for the year 2018 and prior. 2018 taxes were \$42.75.  
Parcel #07-8.0-34.0-0.0-000-033.000

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'Brad Goessling', with a stylized flourish at the end.

Brad Goessling

**OF THE**

Made on the 15th day of June A. D. One

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

Leatha Silva and V. V. Silva, wife and husband

of the County of Randolph, State of Missouri, part 1<sup>st</sup> of the second part.

(Mailing address of said first named grantee is ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
Rutledge, Missouri)

WITNESSETH: THAT THE SAID PART <sup>y</sup> OF THE FIRST PART, in consideration of the sum of ~~ONE DOLLAR AND OTHER VALUABLE CONSIDERATION~~ DOLLARS

to her paid by said part <sup>1es</sup> of the second part (the receipt of which is hereby acknowledged), do  
by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said part <sup>1es</sup> of the second

part their heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Randolph and State of Missouri, to-wit:

Begin at a point South 67° West 298.4 feet from the Southwest corner of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 34, Township 54, Range 14, said point being the Southeast corner of the property described in Deed Book 202 at page 61 in the Recorder's Office of Randolph County, Missouri, then in a Northwesterly direction along the South line of said tract purchased in said deed, One Hundred (100) feet to the true point of beginning, then continuing in a Northwesterly direction Seventy-five (75) feet, then North in a parallel line with the Eastern boundary of said tract of land to the North line of the land described in said deed, then in a Southeasterly direction along the North line of said land Seventy-five (75) feet, then South on parallel lines with the West boundary of the land conveyed a distance of Two Hundred Fifty-one (251) feet to the true point of beginning, and being a tract of land Seventy-five (75) feet by Two Hundred Fifty-one (251) feet and being a part of Section 34, Township 54, Range 14.

TO HAVE AND TO HOLD The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said part 1es of the second part and unto their heirs and assigns forever; the said party of the first part hereby covenanting that she is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that she has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by her or those under whom she claim; and that she will warrant and defend the title to the said premises unto the said part 1es of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set her hand and seal the day and year above written.

part of the first part has hereunto set  
e written

*Jessie Mae Godman* (SEAL)  
Jessie Mae Godman (SEAL)

(SEAL)

... (SEAL)

## MISSOURI ACKNOWLEDGMENT—UNMARRIED PERSON

STATE OF Missouri  
COUNTY OF Randolph }  
On the 15th day of June, 1977  
before me, Verna Gelling, a Notary Public, personally appeared  
Jessie Mae Godman  
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that  
Jessie Mae Godman is her act and deed, and the said Jessie Mae Godman  
to be single and unmarried.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of  
Notary Public, Missouri the day and year last above written.  
Verna Gelling  
Notary Public in and for said County and State  
My term expires 10 day of Sept, 1978

## MISSOURI ACKNOWLEDGMENT—MAN AND WIFE

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
before me, \_\_\_\_\_, a Notary Public, personally appeared  
\_\_\_\_\_ and \_\_\_\_\_  
his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged  
that they executed the same as their free act and deed.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of  
my office in \_\_\_\_\_ the day and year last above written.  
My term expires \_\_\_\_\_, 19\_\_\_\_  
Notary Public in and for said County and State.

229

## Warranty Deed

FROM

Jessie Mae Godman, a single  
person

TO

Leath Silva and V. V. Silva,  
h/w

Filed for record this 31st day  
of Oct. A.D. 1977  
at 8 o'clock, 25 minutes, A.M.  
Record in Book 394 at Page 262  
Ronald E. Windsor  
Willie Windsor  
Recorder's Fee, \$ 6.00  
Main Land.

STATE OF Mo.  
COUNTY OF Randolph }

## IN THE RECORDER'S OFFICE

Ronald E. Windsor, Recorder of said County, do hereby certify that the within  
instrument of writing was, at 8 o'clock and 25 minutes A.M., on the 31st day of Oct  
A.D., 1977, duly filed for record in my office, and is recorded in the records of this office, in book 394, at page 262.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Huntsville, Mo  
this 31st day of Oct. A.D., 1977

Ronald E. Windsor Recorder.  
Willie Windsor

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #4.

Department: Comm. Dev.

Date: October 16, 2023

**Agenda Item:** Receipt Of Bids For 5 Residential Structures.

**Summary:** We advertised for bids on 5 residential structures. Bids were opened on October 4, 2023 and 3 bids were received. Wiedeman Dozing, Schnieders Excavating and JT Holman Construction. Staff recommends the low bid of JT Holman for \$22,000.00.

**Recommended Action:** Direct staff to bring forward to November 6, 2023 regular City Council meeting for final approval.

**Fund Name:**

**Account Number:** 100.005.5418

**Available Budget \$:**

### ATTACHMENTS:

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

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_

\_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_

\_\_\_

Passed

Failed

## Advertisement for Bids

The City of Moberly will receive sealed bids for the demolition of 5 residential structures and outbuildings at 1824 S Morley St, 522 S Williams St, 616 S 5<sup>th</sup> St, 714 Franklin St and 824 W Coates St. The removal of any appliances, the hauling away of demolition materials to a designated landfill and the grading and filling of the lot shall all be included in the bid. The bids are to be submitted to the **City Clerk's Office at 101 W Reed St.** and are due by **10:00 AM on October 4, 2023** and the envelope marked **"Demo 5 Residential Structures 2023"**. Requirements for these bids may be obtained at the Community Development Office at City Hall, 101 West Reed Street, Moberly, Missouri 65270. The City of Moberly reserves the right to accept or reject any or all bids. For more information call (660)269-7638.

SUBMITTED BY THOMAS E. SANDERS  
CITY OF MOBERLY  
Director of Community Development

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE MONITOR INDEX:  
**WEDNESDAY, SEPTEMBER 13, 2023**

[illegible]



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## CITY OF MOBERLY

"Demo 5 Residential  
Structures"  
2023

## "BID OPENING"

## Sign-In Sheet

Date: 10/04/2023, 10:00 AMNameShannon HanceChris SchnitzersAaron DeckerCompanyCity of MoberlySchnitzers Exc.City of Moberly

## CITY OF MOBERLY

" Demo 5 residential  
structures"

## "BID OPENING"

Date: 10/04/2023, 10 AMKliedeman Dozing LLC\$ 26,800 total

\$ \_\_\_\_\_

Schneiders Excavating Co.\$ 50,936 total

\$ \_\_\_\_\_

JT Holman Co.\$ 22,000 total

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Envelope must be sealed, marked "**Demo 5 Residential Structures 2023**", and submitted prior to the deadline specified below. Bids not marked in this manner or submitted after the deadline will not be considered. The City of Moberly reserves the right to reject any or all bids or remove a structure(s) from the bid form for any reason whatsoever.

Address	Price
1824 S Morley St.	4,000 <sup>00</sup>
522 S Williams St.	8,000 <sup>00</sup>
616 S 5th St.	4,000 <sup>00</sup>
714 Franklin St.	5,000 <sup>00</sup>
824 W Coates St.	5,800 <sup>00</sup>
	Total \$26,800 <sup>00</sup>

I hereby certify that this bid is submitted under the conditions stated on this form and that it shall remain valid for a period of 60 days after the due date specified above.

10-1-23  
Date

Envelope must be sealed, marked "**Demo 5 Residential Structures 2023**", and submitted prior to the deadline specified below. Bids not marked in this manner or submitted after the deadline will not be considered. The City of Moberly reserves the right to reject any or all bids or remove a structure(s) from the bid form for any reason whatsoever.

Address	Price	
1824 S Morley St.	\$9,281.00	
522 S Williams St.	\$12,599.00	
616 S 5th St.	\$9,045.00	
714 Franklin St.	\$9,659.00	
824 W Coates St.	\$10,352.00	
	\$ 50,936	

I hereby certify that this bid is submitted under the conditions stated on this form and that it shall remain valid for a period of 60 days after the due date specified above.

Signature 70

Date 10/4/2023



**City of Moberly**  
**Community Development Department**  
**Demolition Bid Form**

The City of Moberly is requesting sealed bid quotations for the structures listed below. The final bid price shall include all labor to demolish and remove all structure(s) and debris per address, as stipulated in the description of the property, the hauling away of all demolition materials to the landfill (Waste Management of Macon, MO), any hauling of and including appropriate fill materials as required for per site and the final grading of the premises. **Do not include landfill costs.** Direct all inquiries to the Code Enforcement office.

Envelope must be sealed, marked "**Demo 5 Residential Structures 2023**", and submitted prior to the deadline specified below. Bids not marked in this manner or submitted after the deadline will not be considered. The City of Moberly reserves the right to reject any or all bids or remove a structure(s) from the bid form for any reason whatsoever.

**Bid due date**                      **October 4, 2023**

**Bid due time**                      **10:00 A.M.**

**Bid submission location**        City Clerk's Office  
Moberly City Hall  
101 West Reed Street  
Moberly, MO 65270

Address	Price	
1824 S Morley St.	3,000	
522 S Williams St.	5,000	
616 S 5th St.	4,000	
714 Franklin St.	4,000	
824 W Coates St.	6,000	
	\$ 22,000	

*Additional instructions to bidders:*

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I hereby certify that this bid is submitted under the conditions stated on this form and that it shall remain valid for a period of 60 days after the due date specified above.

ST Holman Construction      [Signature]      10/4/23  
Company name (if applicable)      Signature      Date



# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** October 16, 2023

**Agenda Item:** A Request From Randolph Area YMCA For The 2023 Turkey Trot 5K.

**Summary:** The Randolph Area YMCA requests permission to hold the 2023 Turkey Trot 5K to support youth activities in Randolph County on November 23, 2023. The race time is 8:00 a.m. with the race beginning at 536 W Reed St. The race will travel west on Reed Street to Holman Rd, north on Holman Rd to the war memorials, turn left into Rothwell Park, cross the dam to James Youth Cabin, left towards Fisk Ave. Left on Fisk Ave and continue on Fisk Ave to Thompson St. Turn left onto Thompson St and continue to Rollins St. Right on Rollins St to 4<sup>th</sup> St. Left on 4<sup>th</sup> St to Reed St, left on Reed to the finish line at 536 W Reed St. Contact person is Joe Hulen, 660-263-3600. They expect 125 participants and request Law Enforcement lead the 5K. They will have approximately 10 volunteers to help. With the race being on Thanksgiving morning, traffic is not expected to be an issue.

**Recommended Action** Please approve the request at the November 6 Council meeting.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### ATTACHMENTS:

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

### Roll Call

**Aye** **Nay**

### Mayor

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed

City of

*Moberly!*

WS #5.

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

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

### Walk/Run Application Permit

Application Date: \_\_\_\_\_  
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: 11/23/2023

Purpose of event: Randolph Area YMCA Turkey Trot

Name of event director: Joe Hulen

Contact phone, & Address of director: (660) 263-3600, 1000 Shepherd Brothers Blvd.

Approximate number of participants: 125

Route requested, Begin & End Time: 8am Start, 10am Finish

Start at 536 W. Reed St. Go west to Holman Rd. Turn North  
on Holman, then left onto Rothwell Park Rd. Go to Fisk Ave,  
and head North to Thompson Street, then turn right on Rollins St.  
Head East to 4th Street, turn Left on 4th, then right on Reed and Finish  
at 536 W. Reed St.  
(Please include a map diagram showing start to finish)

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

Will the organization furnish personnel to assist with the event?

Yes: / No: \_\_\_\_\_ If yes, how many? 10+

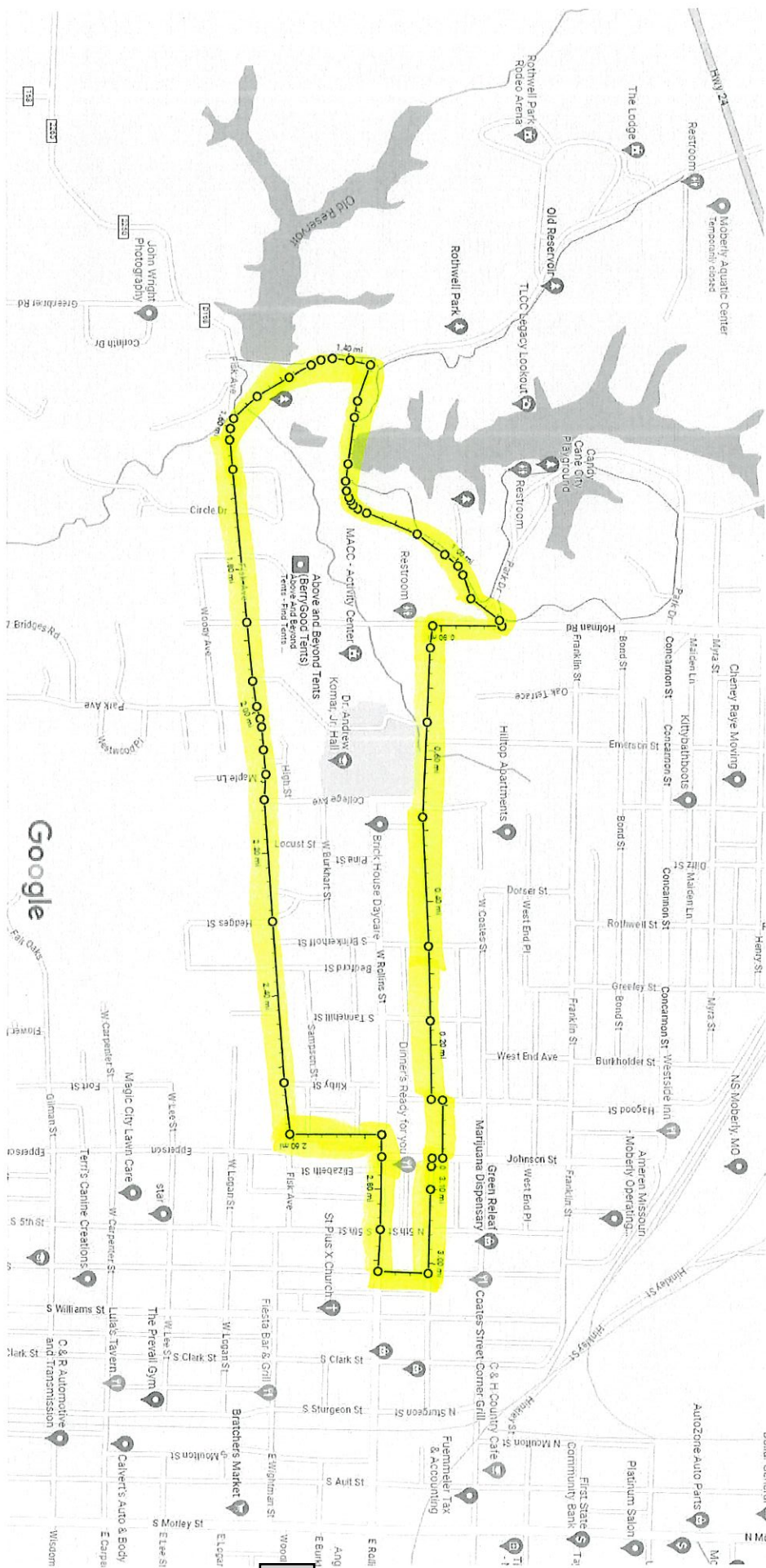
Signature of applicant: Joe Hulen

Approved: / Declined: \_\_\_\_\_

Authorizing Official: [Signature] Date: 10-09-23

Emergency services assistance to monitor traffic may be provided for a period of time up to one (1) hour after the race begins.

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



# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** October 16, 2023

**Agenda Item:** A Request From The Moberly Area Chamber Of Commerce To Hold The 2023 Christmas Parade In Downtown Moberly On December 2, 2023, At 3:00 P.M.

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

**Recommended Action** Please approve the request at the November 6, 2023, Council meeting.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### ATTACHMENTS:

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

### Roll Call

**Aye**

**Nay**

### Mayor

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_ \_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Lucas**

\_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_ \_\_\_

Passed Failed



Submit completed form  
any attachments to:  
Moberly Police Department  
ATTN: Chief of Police

WS #6.

APPLICATION FOR PARADE PERMIT  
City of Moberly, Missouri

Date: 10/2/2023

1. Organization/Agency requesting permit: Moberly Area Chamber of Commerce
2. Name of Person making Application: Megan Schmitt  
Contact Person: Megan Schmitt Phone: 660-263-6070
3. Date of Parade: Saturday, December 2, 2023 Start Time: 3 P.M. \_\_\_\_\_
4. Staging Area: In the Depot Park parking lot & in the parking lot behind City Hall.
5. Approximate Number of Units Participating in Parade:  
A. Bands 3 D. Foot Units 5  
B. Motorized Units 10 E. Animal Units \_\_\_\_\_  
C. Floats 15 F. Others \_\_\_\_\_

Total Number of Units: 30-50, approximately

6. Parade Route and ending point: Parade staging at City Hall Parking Lot, Depot Park Parking Lot & HomeCare Parking Lot. Parade Floats Begin at City Hall. Head West on Reed to Johnson, Disband at Johnson.
7. Will organization or parade participants be dispersing any items during the parade? Yes ☐ No ☒ If yes, what? \_\_\_\_\_
8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes ☒ No ☐ If so, how many? Six
9. Have read and agree to the rules outlined in the parade permit. Yes ☒ No ☐
10. Signature of Applicant: Megan Schmitt
11. Approved: X Disapproved \_\_\_\_\_
12. By authority of: [Signature] Date 10-09-23  
(Chief of Police)

City of Moberly, Missouri

PARADE PERMIT

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** October 16, 2023

**Agenda Item:** Receipt Of Bids For Janitorial Services For The Police Department.

**Summary:** The Police Department is currently without a custodian, and it was decided the best way to replace the employee was to solicit bids for janitorial services from local companies. Bid requests were sent to five local companies along with the bid packet and specifications. Three sealed bids were received, the bids are from Chef Jeff's Cleaning, Magic City Cleaning and Randolph Sheltered Industries-MPPS.

**Recommended Action** Please approve the request at the November 6 meeting.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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



## CITY OF MOBERLY

"BID OPENING"  
Sign-In Sheet"Cleaning Services  
of Moberly  
Police Department"Date: 10/13/2023, 3pmNameShannon HanceTray LinkCompanyCity of MoberlyCity of Moberly Police

CITY OF MOBERLY  
"BID OPENING"

"Cleaning Services  
of Moberly  
Police Department"

Date: 10/13/2023 3 pm

Chef Jeff's

\$ 3.250 / month

\$ \_\_\_\_\_

Magic City Cleaning

\$ 3.125 / month

\$ \_\_\_\_\_

Randolph Co. Sheltered  
Industries - MPPS

\$ 2.275 / month

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

September 5, 2023

## CITY OF MOBERLY POLICE DEPARTMENT

## BID FORM

Bid due date: October 13, 2023

Bid Price for cleaning services for Police Department:

\$ 3,250.00 per month

I agree to all the terms and conditions as set forth in the specifications and the Cleaning Requirements provided by Moberly Police Department.

SIGNED: Jeff Wilkey Jeff WilkeyTITLE: OwnerNAME OF FIRM: Chef Jeff's Cleaning Service LLCDATE: 9-21-23LENGTH OF TIME IN BUSINESS: 9 years

## Three References:

FIRM NUMBER	CONTACT PERSON	PHONE
1. Kwix / Kres	Stephanie Ross	660 263 1500
2. Moberly Motors	Dean Miller	660 263 6000
3. RTD	Ross Walden	660 269 8708



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2016 WS #7.

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

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

<b>PRODUCER</b> <b>P. K. Weis Agency, Inc.</b> 211 N 4th St. Moberly, MO 65270	<b>CONTACT NAME:</b> John Weis <b>PHONE (A/C, No, Ext):</b> 660 263 2100 <b>FAX (A/C, No):</b> 660 263 2114 <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Depositors Insurance Company <b>INSURER B:</b> Missouri Employer's Mutual <b>INSURER C:</b> RLI Surety <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> <b>Chef Jeff's Cleaning Service LLC</b> 14157 Rt M Madison, MO 65263	<b>NAIC #</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ACP GLDO 3100489408	3/27/2023	3/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	MEM 2012829-08	6/10/2023	6/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Janitorial Service Bond			LFM00555777	9/22/2023	9/22/2024	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Moberly Police Department  
300 N Clark St  
Moberly, MO 65270

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

AUTHORIZED REPRESENTATIVE



September 5, 2023

## CITY OF MOBERLY POLICE DEPARTMENT

## BID FORM

Bid due date: October 13, 2023

Bid Price for cleaning services for Police Department:

\$ 3,125<sup>00</sup> per month

I agree to all the terms and conditions as set forth in the specifications and the Cleaning Requirements provided by Moberly Police Department.

SIGNED: Wey WhistTITLE: ownerNAME OF FIRM: Magic City Cleaning LLCDATE: 10/10/23LENGTH OF TIME IN BUSINESS: 9 years

Three References:

FIRM  
NUMBER

CONTACT PERSON

PHONE

1. Enbridge Energy - Anne Farnen - 660-728-0388
2. Aaron's Tinting - Aaron Rutherford - 660-833-5272
3. United Credit Union - Jo Chapman - 660-263-5955
- Centric Heart & Vascular - Sanjeev Ravipudi - 660-616-0022

**Magic City Cleaning LLC**

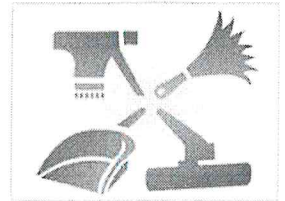
12797 Monroe Rd 1079

Madison, MO 65263 US

+1 6609984965

magiccitycleaning@outlook.com

www.magiccitycleaning.com



# Bid Proposal

**ADDRESS**

Moberly Police Department

300 N. Clark Street

Moberly, MO 65270

**BID PROPOSAL # 1168****DATE 10/10/2023****EXPIRATION DATE 11/10/2023**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Commercial Cleaning Services</b>	<p>A five (5) day a week service that will include all areas of offices, break room, restrooms, lobby, locker room, interview rooms, and training room at location listed above. Services will include sweeping and mopping of all hard surface areas, vacuuming of any carpeted areas, trash removal, cleaning, dusting, and sanitation of counters, desks, table tops; spot cleaning windows, doors, and walls as needed. Kitchen/Break Room cleaning, polishing all stainless (when applicable), inside and out of microwave, outside of fridge (excludes refrigerator interior). Cleaning/Sanitizing of all restrooms, toilets, sinks, and floors in restrooms and replenishing of restroom supplies. Toiletries and trash bags/liners supplied by Moberly Police Department. All other supplies and equipment supplied by Magic City Cleaning LLC.</p> <p>Monthly cleaning includes: VCT tile floors scrubbed and buffed, carpets spot cleaned, and dusting all window sills and blinds.</p> <p>Quarterly cleaning includes: Scrubbing and waxing VCT tile floors.</p>	1	3,125.00	3,125.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
------	----------	-------------	-----	------	--------

Bi-Annual cleaning includes:  
cleaning inside and outside of all  
windows, and carpet cleaning.

Monthly price: \$3,125

Terms and Conditions:

1. All materials and supplies needed to perform services will be provided by Magic City Cleaning LLC, except for toiletries and trash bags/liners, which will be provided by Moberly Police Department.

2. The terms of this agreement will take place five (5) days a week, Monday-Friday.

3. Total Costs of Service will be: \$3,125 monthly, invoiced monthly, and payable with-in 30 days of invoice date.

4. Billing will be done monthly for prior month's work. Example: January's Services will be billed February 1st.

5. Termination of services can be commenced by either party for any reason with written 30 days of notice.

Quoted By: Wendy Wright with Magic City Cleaning LLC

Acceptance of Proposal- The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as described above and to do the work in a timely and professional manner.

Payment will be made on the date described above.

TOTAL

**\$3,125.00**

Accepted By

Accepted Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

WS #7.

02/01/2023

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

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

<b>PRODUCER</b>  Progressive Advantage Business Program PO Box 5316 Binghamton, NY 13902	<b>CONTACT NAME:</b> Progressive Advantage Business Program	
	<b>PHONE</b> (A/C, No, Ext): 844-306-4926	<b>FAX</b> (A/C, No):
	<b>E-MAIL ADDRESS:</b> commercialservice@homesite.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  MAGIC CITY CLEANING LLC 12797 MONROE RD 1079 MADISON MO 65263	<b>INSURER A:</b> Midvale Indemnity Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 31941366319186

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	N	N	GLP1004999	03/02/2023	03/02/2024	EACH OCCURRENCE
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$100,000
							MED EXP (Any one person)
							\$5,000
	PERSONAL & ADV INJURY	\$1,000,000					
	GENERAL AGGREGATE	\$2,000,000					
	PRODUCTS - COMP/OP AGG	\$2,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	SCHEDULED AUTOS						
	NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>						OTH-ER
	(Mandatory in NH)						E.I. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE - EA EMPLOYEE
	PROFESSIONAL LIABILITY						E.I. DISEASE - POLICY LIMIT
							OCCURRENCE AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Janitorial Cleaning Services

15230 W 105th Terrace, Lenexa, KS 66219

**CERTIFICATE HOLDER**

ARETE

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Magic City Cleaning LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Apply to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
12797 Monroe Road 1079

6 City, state, and ZIP code  
Madison, MO 65263

7 List account number(s) here (optional)

8 Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

47-2139473

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Wayne Wright Date ▶ 1/2/22

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

September 5, 2023

## CITY OF MOBERLY POLICE DEPARTMENT

## BID FORM

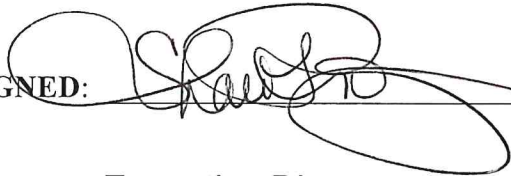
Bid due date: October 13, 2023

Bid Price for cleaning services for Police Department:

\$ 2,275.00 per month

I agree to all the terms and conditions as set forth in the specifications and the Cleaning Requirements provided by Moberly Police Department.

SIGNED:



Shari Pretz

TITLE: Executive Director

NAME OF FIRM: Randolph County Sheltered Industries

DATE: October 9, 2023

LENGTH OF TIME IN BUSINESS: 49 years

## Three References:

## FIRM

## CONTACT PERSON

## PHONE

## NUMBER

1. DSV-Contitech Lisa Casey/David Myers 816-559-0175

\*\*This job ended October 2, 2023.

2. Cardinal Health Care No longer in business. Closed in May 2023.

3. Randolph County Sheltered Industries - we do our own in-house cleaning and janitorial work for offices, restrooms, kitchen, conference & break rooms, as well as windows, warehouse sweeping and dusting. Our administration area is 4,000 square feet and our warehouse is 100,000 square feet.





RANDCOU-02

S4T

WS #7.

DATE (M

10/10/2023

## CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER Valentine Insurance Agency	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED  Randolph County Sheltered Industries PO Box 126 Moberly, MO 65270-0126	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: West Bend Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
15350		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			A318903	7/16/2023	7/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A318903	7/16/2023	7/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			A318903	7/16/2023	7/16/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Moberly Police Dept  
300 N Clark Street  
Moberly, MO 65270

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

AUTHORIZED REPRESENTATIVE

**Business Service Bond**

(Excluding Courier Services, Accountants, Bookkeepers and/or any other financial service provider)

BOND NUMBER 2557496

EFFECTIVE 10/10/23 to 10/10/24

PRINCIPAL: Randolph County Sheltered IndustriesPrincipal's address: 1751 Robertson Road Moberly, MO 65270PENAL AMOUNT OF BOND \$ 10,000.00, lawful money of the United States

In consideration of an agreed premium, West Bend Mutual Insurance Company, a corporation organized under the laws of the State of Wisconsin and authorized to transact business in the State of MO, hereby agrees to indemnify Randolph County Sheltered Industries against loss from the premises of any and all clients' of the principal (hereinafter called "obligee") of money or other property, real or personal, in which the obligee has a pecuniary interest, for which the obligee is legally liable, which the obligee shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an employee for the principal acting alone or in collusion with others, and for which the principal is liable.

## THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

1. **TERM OF BOND:** The term of this bond begins at 12:01 a.m. standard time, on the effective date, at the address of the obligee set forth, and ends at 12:01 a.m. standard time on the expiration date or the cancellation of this bond in its entirety, unless renewed.
2. **DEFINITION OF EMPLOYEE:** The word employee shall be deemed to mean a natural person, including owners and officers, while in the regular or part time service of the principal in the ordinary course of the principal's business during the term of this bond, compensated by salary or wages and under the direction and instruction of the principal in the performance of such service. The service must be preformed within any of the States of the United States of America. Employee does not mean broker, factor, commission merchant, consignee, contractor or other agents or representatives of the principal.
3. **DEFINITION OF PREMISES:** Premises shall mean only the interior of a building or structure or any part thereof for which the obligee is the tenant or owner and in or upon which the principal is rendering a service to the obligee.
4. **PRIOR FRAUD OR DISHONESTY:** No employee, to the best of the knowledge of the principal or of any partner or officer thereof not in collusion with such employee, has committed any fraudulent or dishonest act in the service of the principal or otherwise. If one or more of the principal's employees committed any fraudulent or dishonest acts prior to the issuance of this bond, the surety shall not be liable under this bond for such employees unless the surety shall agree in writing to include such employees within the coverage of this bond.
5. **DEFINITION OF FRAUDULENT OR DISHONEST ACT:** A fraudulent or dishonest act of an employee of the principal shall mean an act which is punishable under the criminal code in the jurisdiction where the act occurred.
6. **DISCOVERY PERIOD:** Loss is covered under this bond only if: (a) sustained through any act (s) committed by any employee of the principal while this bond is in force as to such employee, and (b) discovered prior to the expiration or cancellation of this bond in its entirety, whichever shall happen first.
7. **NON-ACCUMULATION OF LIABILITY:** Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the surety under this bond shall not be cumulative in amounts from year to year or from period to period and the surety's liability shall not exceed the stated penal amount shown above.
8. **CANCELLATION OF ANY EMPLOYEE:** This bond shall be deemed cancelled as to any employee: (a) immediately upon discovery by the principal, or any partner or officer thereof not in collusion with such employee, of any fraudulent or dishonest act on the part of such employee, or (b) at 12:01 a.m. standard time, upon the effective date specified in a written notice served upon the principal or sent by mail. The notice shall not be less than thirty days, or as required by applicable law. The mailing by surety of the notice to the principal at its listed office address shall be sufficient proof of notice.
9. **CANCELLATION OF BOND IN ITS ENTIRETY:** This bond shall be deemed cancelled in its entirety at 12:01 a.m. standard time, on the expiration date, or upon the effective date specified in a written notice to the obligee, or a written notice served by the principal upon the surety or by the surety upon the principal. The notice to be served shall be not less than thirty days, or as required by applicable law. The mailing by surety of the notice to the principal at its listed address shall be sufficient proof of notice. All annual premiums shall be fully earned.

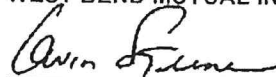


10. LOSS-NOTICE-PROOF. At the earliest practical moment, and at all events not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any employee of the principal by the obligee, the obligee shall give surety written notice thereof and within four months after such discovery shall file with the surety affirmative proof of loss itemized and duly sworn to, and shall upon request of the surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. If any limitation in this bond for giving notice of filing claim is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to minimum period of limitation permitted by law.

11. EXCLUSIONS. This bond does not apply to (a) any principal engaged in the following business or operation: courier service, accounting, bookkeeping, and/or any other type of financial service provider; (b) any loss of money or other property due to fraudulent or dishonest acts of any employee for the principal when: (1) The client knowingly permits any employee to use credit cards, debit cards, cash or any form of payment; (2) The client knowingly permits any employee direct or indirect access to the client's bank account.

Signed with our hands and sealed with our seals this 10th day of October, 20 10/10/202.

WEST BEND MUTUAL INSURANCE COMPANY



Kevin A. Steiner, Chief Executive Officer







WS #7.

THE SILVER LINING

24112

Direct Billed

## BOND EXECUTION REPORT

Date: 10/10/2023

Bond Number: 2557496

ASSURED PARTNERS OF MISSOURI  
630 N MORLEY ST STE 110D  
MOBERLY, MO 65270

### PRINCIPAL INFORMATION:

Randolph County Sheltered Industries  
1751 Robertson Road  
Moberly, MO 65270

Billing Address - if blank, see Principal above:

c/o:

WB Index: 2557496  
Bond Eff Date: 10/10/2023  
Bond Exp Date: 10/10/2024

Bond Type: Business Service Bond \$10,000 & under penalties {No Owner Exclusion}  
Work Description:

Current Bond Limit: \$ 10,000.00  
Previous Bond Limit: \$ 10,000.00

Bond Premium: \$ 200.00  
Premium Change: \$ 200.00

**THIS IS NOT AN INVOICE**

MICHIGAN ONLY: This policy is exempt from filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

Bond No. 2557496

## POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kevin A. Steiner

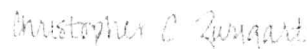
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Ten Thousand Dollars and Zero Cents 10,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest



Christopher C. Zwygart  
Secretary



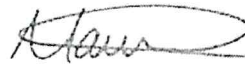


Kevin A. Steiner  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.





Matthew E. Carlton  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 10th day of October, 2023.





Heather Dunn  
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #8.

Department: Public Utilities

Date: October 16, 2023

**Agenda Item:** A Discussion Regarding Accepting The Bid And Authorizing The City Manager To Execute The Agreement For North Morley Water Line EDA Project For Public Utilities.

**Summary:** The Public Utilities Department has received bids for the North Morley Water Line EDA Project that was approved as one of six projects included within an EDA grant. The quote selected is the \$1,167,770.50 from Emery Sapp & Sons Inc. The advertisement for bids resulted in bids received ranging from this lowest bid of \$1,167,770.50 to the high bid of \$1,457,115.00. Project funding is from an EDA Grant with a corresponding Moberly match. EDA requires project completion no later than September 28, 2024. DNR construction permit for this project is included.

### Recommended

**Action:** Direct staff to offer a resolution at the next council meeting

**Fund Name:** Capital Improvement Plan

**Account Number:** 301.112.5412

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

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

## CITY OF MOBERLY

## "BID OPENING"

## Sign-In Sheet

N Morley WaterLine  
Project Bid opening

Date: 9/12/2023, 1:00 pm

NameCompany

Shannon Hance

City of Moberly

Kevin Cooper

Earthworks Excavation

CLEYTON HOOVER

EMERY SAPP + SONS, INC.

Dana Hume

City of Moberly

Steve Wilson

City of Moberly

Jim Hailin

WRI

Tom Witte

WBI

TOBIN LICHEN

JACOBS

CITY OF MOBERLY  
"BID OPENING"

N Morley Water Line  
Project Bid opening

Date: 9/12/2023, 1pm

Great Plains  
Contractors LLC

\$ 1,457,115.<sup>00</sup>

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Earthworks Excavation  
& Assoc. LLC

\$ 1,268,593.<sup>00</sup>

\$ \_\_\_\_\_

\$ \_\_\_\_\_

ESS, Emery Sapp & Sons Inc

\$ 1,167,770.<sup>50</sup>

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Willis Bros. Inc

\$ 1,324,170.<sup>00</sup>

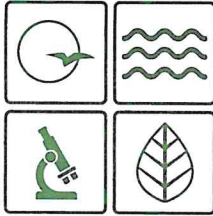
\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_





# Missouri Department of dnr.mo.gov **NATURAL RESOURCES**

Michael L. Parson, Governor

Dru Buntin, Director

**NOV 30 2021**

Dana Ulmer  
City of Moberly  
101 East Reed Street  
Moberly, MO 65270

RE: Moberly PWS, MO2010533, Randolph County, Review Number 2000167-21

Dear Dana Ulmer:

Enclosed is an approval on plans for a waterline replacement along North Morley Street in the City of Moberly PWS, of Randolph County, Missouri.

Please be advised this facility may be required to obtain other permits from the Missouri Department of Natural Resources. It is your responsibility to ensure that any and all necessary permits for this facility have been obtained.

**NOTE:** The minimum size of a water main for providing fire protection and serving fire hydrants shall be six inches in diameter.

**NOTE:** The proposed waterline will connect to an existing 12-inch main that will provide an available flow of 2,000 gallons per minute and a pressure of 50 psi.

**NOTE:** The Public Water System is responsible for notifying the well owner of their obligation to plug any abandoned well when a connection is made to a new customer or location previously served by a private well, pursuant to the requirements of Section 256.628 RSMo. The Public Water System is also responsible for providing the well owner with notification forms for the owner to complete. The Public Water System must submit these forms to the Department within 60 days of the connection.

**NOTE:** You, as the applicant, should be aware that you will need to obtain final construction approval from the Department for this project, once it has been constructed and completed. In order to do this, you will need to have your engineer complete the enclosed "Statement of Work Completed" form, or online at <https://dnr.mo.gov/document-search/public-drinking-water-construction-statement-work-completed-mo-780-2825>. This may require you to make additional arrangements with your engineer to provide this service to you. Once your engineer has completed this form for you, you should return it to this office. We will then make arrangements with our regional office staff to conduct a final inspection and issue a final construction approval.



# DEPARTMENT OF NATURAL RESOURCES OF MISSOURI

## APPROVAL ON PLANS FOR A WATERLINE REPLACEMENT

Moberly PWS  
Randolph County, Missouri

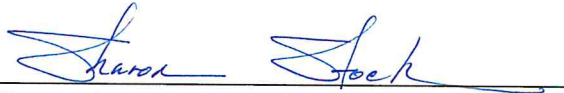
Review Number 2000167-21

### INTRODUCTION

Detailed plans dated October 12, 2021, for a waterline extension to serve the City of Moberly PWS, in Randolph County, Missouri, were submitted for review and approval by Jacobs of St. Louis, Missouri. These plans were used in conjunction with standard specifications previously approved under Review Number 2000008-20.

### BRIEF DESCRIPTION

In general, these plans and specifications provide for a waterline replacement along North Morley Street in the City of Moberly PWS. Approximately 4,400 lineal feet of 12-inch DR-14 Class 305 PVC pipe and 158 lineal feet of 20-inch steel casing conforming to American Water Works Association (AWWA) Standards will be installed. The necessary valves, fittings, hydrants, and other appurtenances will conform to AWWA Standards as per detailed plans and specifications. Before placed into service, the waterlines will be pressure tested, flushed, disinfected, and sampled for bacteriological analyses.



Sharon Stock, P.E.

Drinking Water Infrastructure Permits and Engineering Section

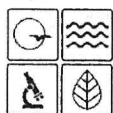
### APPROVAL TO CONSTRUCT

The engineering plans and specifications described above were examined as to sanitary features of design which may affect the operation of the sanitary works, including size, capacities of the units, and factors which may affect the efficiency and ease of operation. Approval as regards these points is hereby given.

Approval is given with the understanding that final inspection and approval of the completed work shall be made by the Department of Natural Resources before same is accepted and placed in operation. If construction is not commenced two (2) years after the date of issue or there is a halt in construction of more than two years, the approval to construct will be void unless an extension of time has been granted by the department.

In the examination of plans and specifications, the Department of Natural Resources, Public Drinking Water Program does not examine the structural features of design or efficiency of mechanical equipment. This approval does not include approval of these features.

The Department of Natural Resources, Public Drinking Water Program reserves the right to withdraw the approval of plans and specifications at any time it is found that additional treatment or alterations are necessary to assure reasonable operating efficiency and to afford adequate protection to public health.



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
WATER PROTECTION PROGRAM  
PUBLIC DRINKING WATER BRANCH

**PUBLIC DRINKING WATER CONSTRUCTION STATEMENT OF WORK COMPLETED**

**PART A – BASIC INFORMATION – All applicants must complete Part A.**

**1. THIS FORM IS FOR:**

- ☐ Nondepartment funded project (fill Part A only)  
☐ Department funded project (fill Part A and Part B)

**2. GENERAL INFORMATION**

PUBLIC WATER SYSTEM NAME	PUBLIC WATER SYSTEM ID NO.	DNR REVIEW NO.	SRF PROJECT NO. (IF APPLICABLE)
--------------------------	----------------------------	----------------	---------------------------------

**3. PROJECT INFORMATION**

NAME OF THE PROJECT

PROJECT DESCRIPTION

**4. AS-BUILT PLANS**

If construction is complete, an electronic (or hard) copy of the as-builts is required and included with this form when:

- ☐ Nondepartment funded projects, in which changes from the previously submitted plans and specifications occurred.  
☐ Department funded projects.  
☐ N/A

**5. PROJECT OWNER:** I hereby affirm that I am familiar with the information contained in this form and to the best of my knowledge and belief such information is true, complete and accurate.

AUTHORIZED SIGNATURE	TITLE OR CORPORATE POSITION
PRINTED NAME	DATE

**6. ENGINEER:** I hereby affirm, to the best of my knowledge and belief, based on inspections, observations, testing of the construction and upon reports submitted by others, that this water project is substantially complete and operable. The construction was completed in accordance with the department's issued construction permit.

SIGNATURE	PRINTED NAME	DATE
CONSULTING FIRM NAME		LICENSE # AND SEAL
ADDRESS		
CITY	STATE ZIP CODE	
EMAIL ADDRESS		
TELEPHONE NUMBER WITH AREA CODE		

Mail completed form and any attachments to one of the following:

For Nondepartment Funded Projects:

Missouri Department of Natural Resources  
Water Protection Program  
Attn: Public Drinking Water Branch  
P.O. Box 176  
Jefferson City, MO 65102-0176

For Department Funded Projects:

Missouri Department of Natural Resources  
Water Protection Program  
Attn: Financial Assistance Center  
P.O. Box 176  
Jefferson City, MO 65102-0176

**END OF PART A.**

## PUBLIC DRINKING WATER CONSTRUCTION STATEMENT OF WORK COMPLETED

This form is for public drinking water projects that are complete. This form requires an engineer to certify the public drinking water project is complete and operable.

New public drinking water facilities must obtain a permit to dispense from the department prior to dispensing water to the public. Refer to 10 CSR 60-3.010(3)

### Part A – Basic Information

1. Check the appropriate box to indicate if the project was Department funded.
2. Complete the general information.
3. Complete the project information and project description.
4. Check the applicable box. Attach an electronic (or hard) copy of the as-built plans to this form in accordance with 10 CSR 60-10.010 if required. The electronic copy shall be submitted in PDF searchable format on a compact disc. If the as-built plans are scanned, set the resolution to 200 dpi at 17 inches by 22 inches at a minimum.
5. Complete the project owner certification. All applications must be signed.
6. Complete the engineer certification and information.

### Part B – Department Funded Projects

All department funded public drinking water construction projects are required to complete and submit Part B of this form. If multiple contracts were awarded for the project, make additional copies of Part B for each contractor company.

7. Complete contractor company information.
8. List all construction inspection dates conducted by the engineer. Attach additional sheets as necessary.
9. List all addenda and corresponding information. An addendum is a change to the approved plans and Specifications prior to the bid opening. Addenda must be approved by the department in accordance with 10 CSR 60-13.020(2)(N). Attach additional sheets as necessary.
10. List all change orders and corresponding information. A change order is a change to the approved plans and Specifications after the bid award and contract execution. Change order(s) must be approved by the department in accordance with 10 CSR 60-10.010(4). Attach additional sheets as necessary.

Mail the completed form to the department as shown in Part A.

If there are any questions concerning this form, please contact the Department of Natural Resources, Water Protection Program at 800-361-4827 or 573-751-1300.



DOCUMENT 005200 - AGREEMENT

THIS AGREEMENT is by and between the City of Moberly, Missouri (hereinafter called OWNER) and Emery Sapp & Sons, Inc. (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

North Morley Water Main

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: North Morley Water Main

ARTICLE 3 - ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence

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

- 4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

- 4.03 Liquidated Damages

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

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

# ARTICLE 5 - CONTRACT PRICE.

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

NORTH MORLEY WATER MAIN					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	MOBILIZATION	LS	1	\$34,000.00	\$34,000.00
2	6-INCH WATER MAIN	LF	150	\$137.00	\$20,550.00
3	8-INCH WATER MAIN	LF	114	\$128.00	\$14,592.00
4	12-INCH WATER MAIN	LF	3530	\$157.25	\$555,092.50
5	8-INCH RJ WATER MAIN-JACK & BORE	LF	114	\$345.00	\$39,330.00
6	12-INCH RJ WATER MAIN-JACK & BORE	LF	60	\$490.00	\$29,400.00
7	12-INCH WATER MAIN IN CASING PIPE	LF	98	\$360.00	\$35,280.00
8	12-INCH DIRECTIONAL DRILL WATER MAIN	LF	737	\$151.00	\$111,287.00
9	ASPHALTIC CONCRETE PAVEMENT- REMOVE AND REPLACE	LF	1,385	\$110.00	\$152,350.00
10	CONCRETE PAVEMENT- REMOVAL AND REPLACE	LF	165	\$75.00	\$12,375.00
11	GRAVEL PAVEMENT-REMOVE AND REPLACE	LF	170	\$18.00	\$3,060.00
12	1-INCH SERVICE-SHORT	EA	7	\$1,895.00	\$13,265.00

13	1-INCH SERVICE-LONG	EA	2	\$6,585.00	\$13,170.00
14	2-INCH SERVICE-SHORT	EA	3	\$4,865.00	\$14,595.00
15	2-INCH SERVICE-LONG	EA	1	\$6,835.00	\$6,835.00
16	6-INCH GATE VALVE & BOX	EA	4	\$1,855.00	\$7,420.00
17	8-INCH GATE VALVE & BOX	EA	2	\$2,640.00	\$5,280.00
18	12-INCH GATE VALVE & BOX	EA	6	\$4,500.00	\$27,000.00
19	HYDRANT ASSEMBLY	EA	9	\$7,390.00	\$66,510.00
20	YARD HYDRANT	EA	1	\$885.00	\$885.00
21	RIP RAP	SY	134	\$41.00	\$5,494.00
<b>TOTAL PRICE BASE BID (Use Figures)</b>					<b>\$ 1,167,770.50</b>



## ARTICLE 6 - PAYMENT PROCEDURES.

### 6.01 Submittal and Processing of Payments

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

### 6.02 Progress Payments; Retainage

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

### 6.03 Final Payment

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

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

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

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

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

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

### 10.02 Assignment of Contract

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

### 10.03 Successors and Assign

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

#### 10.04 Severability

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

### ARTICLE 11 - NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

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

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



IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

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

CITY OF MOBERLY

CONTRACTOR:

\_\_\_\_\_  
Mayor

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

Attest \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

[CORPORATE SEAL]

\_\_\_\_\_  
City Counselor

Attest \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

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

Designated Representative:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #9.

Department: Public Utilities

Date: October 16, 2023

**Agenda Item:** A Discussion Regarding A Proposal From 1898 & Company, Part Of Burns & McDonnell Engineering, For A Utility Rate Study.

**Summary:** In an effort to evaluate the Moberly Water Utility's financial status, to "create a financial roadmap to prudently plan for funding requirements" in light of recent impacts affecting the costs of both operating the utility and cost of capital investment construction projects, the study is essential information necessary to effectively plan future projects. Additionally, the study will allow the utility to competitively pursue sources of outside financial assistance, critical for success in required asset replacements planned for the future. The costs of the study are up to 100% eligible for reimbursement by the MoDNR Multipurpose Fund. The study's proposed amount is \$46,860.

**Recommended Action:** Direct staff to develop a resolution for approval at the next regular Council Meeting

**Fund Name:** Contracted Services

**Account Number:** 301.110.5406

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

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



September 25, 2023

Mr. Dana Ulmer  
Utility Director  
City of Moberly  
101 W Reed Street  
Moberly, MO 65270

Re: Updated Proposal for a Water and Sewer Utility Rate Study

Dear Mr. Ulmer:

The City of Moberly (City) has requested professional services to conduct a Water and Sewer Utility Rate Study (Study). This important Study will create a financial roadmap for the water and sewer utility, charting a funding path for the next 20 years.

This Study requires an experienced utility financial and rate consulting firm, well versed in historical and emerging trends in critical areas impacting long-term financial plans, such as national water and sewer rate increase trends, shifting patterns of water and sewer use, inflation on operating and capital costs, interest rate volatility, and ultimately – household affordability of water and sewer service. 1898 & Co.<sup>SM\*</sup>, a part of Burns & McDonnell Engineering Company, Inc. is that firm. 1898 & Co. specializes in providing comprehensive financial planning and rate studies for water and sewer utilities. Our reputation is based on our ability to provide an objective evaluation of each utility system we serve. In addition to our direct experience providing the requested services, we are supported by over 10,000 professionals specializing in the planning, design, and construction of utility and other infrastructure projects.

With the heightened uncertainty associated with inflation, interest rates, and general economic conditions, we anticipate this Study will involve several scenarios testing impacts to the City’s water and sewer utility financial plan flexing these and other factors. These sensitivity analyses will help provide important context, or what-if’s, to aid decision making.

Transmitted with our proposal, you will find an example of a comparable revenue sufficiency and rate study for the City of Republic, Missouri. We’ve been honored to work with the City on several financial planning and rate studies, which have involved extensive scenarios evaluating different levels of growth and planned capital investment, among other variables. If you’d like to talk to the City about our work there, please connect with Andrew Nelson, Deputy City Administrator, at 471-732-3161 / anelson@republicmo.com.

We appreciate the opportunity to submit our proposal to the City. If you have any questions, please contact Dave Naumann at (816) 822-4207 / david.naumann@1898andco.com or Phil Walsack at (573) 808-0254 / pkwalsack@burnsmcd.com.

Sincerely,

David F. Naumann  
Senior Project Manager





# Project Goals, Approach, and Timeline

## Project Goals

The City has outlined a clear set of goals to be accomplished in the Study, summarized below.

1. Prepare a financial forecast for the City's water and sewer utility for a 20-year planning period.
2. Present the City with requests for data as necessary.
3. Complete a revenue sufficiency analysis, cost of service, and rate study, including achievement of key performance measures such as reserve levels and/or debt service coverage. Evaluate the financial impact of anticipated capital projects on water and sewer rates. Project the trend in rates as necessary to support the proposed capital investment.
4. Develop proposed rates for water and sewer customers under two scenarios to include the existing rate structure and one alternative.
5. Complete rate benchmarking survey evaluating rate impact on typical residential customers and rate structure with up to 10 comparable communities.
6. Present study findings to City Council during two in-person meetings.
7. Prepare and deliver in paper and digital versions a report describing the analysis and identify the inputs, assumptions, methodology, and results. Findings and recommendations will be provided to the City.
8. Complete the study within 120 days of notice to proceed.

## Project Approach

### Our Approach to Municipal Rate Studies

At its most basic level, 1898 & Co.'s rate studies are designed to create a financial roadmap to prudently plan for funding requirements, to defensibly and equitably recover costs, and to implement rate adjustments that recover costs, and achieve utility policy goals and objectives.

Our approach to executing water and sewer utility revenue sufficiency and rate studies is grounded in the principles established by the American Water Works Association (AWWA) *M1 Rate Manual* and the Water Environment Federation (WEF) *Financing and Charges for Wastewater Systems*. The three-step approach we follow to complete utility revenue sufficiency studies is summarized below.

- **Step 1: Financial Planning** provides an indication of the adequacy of the revenue generated by current rates. The results of the financial forecast analysis will answer the questions "Are the existing rates adequate?" and "If not, what level of overall revenue adjustment is needed?"
- **Step 2: Cost of Service provides** Cost of Service focuses on assigning cost responsibility to customer classes. Each customer class is allocated an appropriate share of the overall system costs based on the level of service provided. The net revenue requirements (costs to be recovered from rates) identified in Step 1 are allocated to customers in accordance with industry standards and principles and system characteristics.
- **Step 3: Rate Design** provides for the required revenue recovery. Once the overall level of revenue required is identified and customer class responsibility for that level of revenue is determined, schedules of rates for each rate class are developed that will generate revenues accordingly.

In the remainder of this proposal, we summarize our proposed project approach for the City's Study. We are prepared to tailor our approach as needed to provide the professional rate consulting services the City desires.

## Task 1 | Initiate Project

The objective of Task 1 is to initiate the Study, collecting pertinent data and collaborating with the City to confirm consensus understanding of issues, milestones, communication strategies and other matters.

### Task 1.1 Request for Information

Within five working days following receipt of the Notice to Proceed, we will provide the City with a preliminary data request to complete the study. The data request will itemize information needed for understanding the financial and operating characteristics and cost drivers of the utilities and within each of the service areas. Such information is anticipated to include items such as:

- Historical customer data (e.g. number of active accounts by customer class, billable water demand by class, revenues by class) for the last three years.
- Current budget.
- Detail of actual revenues and expenses over the last three years.
- Audited financial statements for the last 3 years.
- Anticipated federal or state external stimulus funding.
- Bond covenants, intergovernmental agreements and other contractual requirements, as applicable.
- Projected capital expenditures.
- Current fund balances at the beginning of the current fiscal year.
- Existing debt and loan payment schedules.
- A spreadsheet or report of itemized fixed assets including asset number, description, original cost, accumulated depreciation, annual depreciation and net book value. The total values should tie to values included in the most recently audited financial statements
- System pumping data including water production and unaccounted-for water
- Average day delivery, maximum day delivery, maximum hour delivery of the water system
- Maximum fire flow requirements of the water system
- Three to five years of wastewater treatment plant operating data, to include total annual influent treated and the influent loading strength (BOD, TSS) in mg/l
- Other appropriate information as deemed necessary.

### Task 1.2 Kick-off Meeting & Project Management

We will conduct a project kick-off meeting via Microsoft Teams. This meeting will provide the opportunity for our team and the City to discuss the project approach, schedule, deliverables, various issues to be addressed, and the initial data and information requested. 1898 & Co. will provide an agenda in advance of the meeting. During the kickoff meeting, we will schedule recurring team meetings to review study progress, concerns, and next steps. These meetings are typically conducted every 3<sup>rd</sup> or 4<sup>th</sup> week, but this frequency can be adjusted based on City feedback.

### Task 1 Deliverables

- Preliminary data request
- Project kick off meeting
- Schedule of recurring project team meetings

## Task 2 | Financial Plan Development

The objective of Task 2 is to develop a 20-year financial plan for the utility system that adequately funds the operating and capital requirements, complies with financial management policies and bond covenants, and provides a defensible and implementable plan for the utility to move forward.

Forecasting performed in Task 2 will determine whether the utility's revenues under current rates can be expected to provide

adequate funding for future utility operating and capital costs.

#### Task 2.1 Evaluate Current Usage Levels and Prepare Revenue Forecast

Projected annual utility revenues under existing rates will be developed. Our team will review historical growth in the number of customers by class, and then forecast the annual number of customers for each utility rate class for each year of the forecast period.

We will assess trends in water and sewer sales volume by class. Based on the trend analysis and other available information, our team will estimate the future usage per customer for each rate class for the utility.

This information will be used in the forecast of revenues under existing rates. We will also develop projections of revenues from other existing sources, which may include interest income and other miscellaneous income sources, including connection fees.

#### Task 2.2 Project Capital Flow of Funds

We will review the capital improvement plan (CIP) provided by the City and develop a capital planning flow of funds. This plan will acknowledge anticipated sources and uses of capital funds to implement the CIP. Funding sources may include issuance of proposed bonds, loans, growth-related fees, existing balances, potential grant funding, and other sources as applicable. Uses of funds will include the CIP, cost of debt issuance, and other costs as identified through consultation with the City.

#### Task 2.3 – Project Operating Revenue Requirements

Projections of annual system operation and maintenance expenses will be developed based on variables that may include projected water demand, historical expense levels, existing budgets, inflation estimates and the input of the City staff regarding any planned changes to the operation and maintenance of the utility system.

Annual debt service requirements on any outstanding debt will be included in the operating forecast. To the extent additional financing of expected capital improvements is indicated to be required, estimates of new debt service requirements will also be incorporated in the forecast. In addition, the impacts of any financial performance requirements or targets, i.e. debt service coverage requirement, reserve levels, target operating ratio, etc., whether imposed internally or externally, will be considered.

Projections of any other system cash expenditures not included in any of the above categories will also be captured in the financial forecast. Such expenditures often include transfers or routine capital expenditures not otherwise included in a capital improvement plan.

#### Task 2.4 – Develop Schedule of Remitted Contributions

Through the development of the financial plan, and in collaboration with the City, we will develop and propose up to three alternative schedules for remittance of contributions to the Multi-Purpose Water Resource Program Fund (MPF).

#### Task 2.5 – Review and Finalize Operating Cash Flows

We will summarize the annual forecasts of the utility's revenues and operating requirements in the form of pro-forma cash flow analyses. These analyses will identify the annual operating surplus or deficit anticipated during the study period. The sufficiency of existing rates to meet future revenue requirements will be evaluated based the ability to meet certain financial performance measures, including the anticipated annual surplus or deficit, debt service coverage levels, reserve balance goals, and other policies or measures developed in conjunction with the City. If revenues under existing rates are not sufficient to meet future revenue requirements, adjustments will be proposed.

It is anticipated that several scenarios or “what-if’s” may be evaluated during this stage of the Study. Changes in key assumptions, such as future water and sewer sales volume, customer growth, inflation, debt issuance, interest rates, operating costs, etc. may be evaluated for their sensitivity in changing forecast outcomes. We also anticipate evaluating the impact of different capital planning assumptions, which may include changes in, renewal and replacement of existing infrastructure, treatment plant improvements, or



others as identified by the City.

Our team will review the preliminary forecast results with the City during an on-site or virtual review meeting. During this meeting, we will review assumptions and results for each component of the cash flow forecast. During the meeting adjustments may be made “real time” to optimize the financial plans and meet the City’s needs.

### *Task 2 Deliverables*

- Evaluation of billing determinants and trends
- Projected cash flow
- Scenario analysis
- Proposed schedule of remitted contributions for MPF
- Microsoft Teams meeting to review and finalize cash flows
- Council workshop to review cashflow projections

### **Task 3 | Cost of Service Analysis**

A cost of service analysis focuses on assigning cost responsibility to the different classifications of customers. Each customer class is allocated an appropriate share of the overall system costs of providing service. The test year revenue requirement selected in collaboration with the City will serve as the basis for the cost of service analysis for the utility systems. The revenue requirement will be calculated using cash basis, unless otherwise directed by contract customer requirements.

Under the cash basis, the revenues of the utility must be sufficient to cover all cash needs for the period during which the rates are intended to be adequate. This basis is generally used by publicly owned utilities and is an extension of cash oriented budgeting and accounting systems traditionally used by local governments. Revenue requirements under this basis include operation and maintenance expenses, routine annual replacements, debt service requirements, revenue-financed major capital improvements as well as any payment or transfers to the City general fund and reserve fund deposits.

We will utilize the test year revenue requirement to conduct a cost of service analysis that result in allocation of costs to each of the City’s existing rate classes. The development of the class specific allocated cost of service will be consistent with industry standards.

#### **Task 3.1 – Determine Utility Cost Assignments**

We will complete the cost of service analysis using customized models that reflects the specific requirements of the City’s utility system. We will complete cost functionalization and classification to functional service areas. Functions for the water system may include base, maximum day, maximum hour, meters, billing, and public fire protection. Functions for the wastewater system may include flow (both contributed and infiltration/inflow), strength components (BOD, SS), customer accounts, etc.

The amounts included in the test year revenue requirement for each component of revenue or expense will be classified as or assigned to the various functional services by one of several methods. These methods include direct assignment to a specific related function, assumed percentage breakdowns based on estimated levels of related activities within multiple functions, ratios of statistical factors affecting multiple functions, and composite ratios of the assignments resulting from the previous methods. The test year revenue requirement will then be summarized by functional service.

#### **Task 3.2 – Allocate Functional Costs to Classes**

The test year revenue requirement will be allocated among the existing rate classifications. This is generally referred to as development of each utility’s units of service by customer class. At a minimum, units of service for the water utility will include base volumes, capacity-related volumes, equivalent meters, and customers.

Units of service for the wastewater utility will include contributed flow, infiltration/inflow, wastewater strengths, and customer account. The cost of service models will summarize the allocated revenue requirement by rate class. This output will be compared with the projected revenue to be generated by each rate class to estimate for each class the extent to which the current rates would

recover the corresponding allocated share of the test year revenue requirement. As a result, a breakdown by rate classification of the total revenue change at the system level will be determined.

### Task 3.3 – Review Cost of Service Results

We will conduct a project review meeting with the City staff to review and discuss the preliminary cost of service analysis results. Any revisions to the assumptions used in the cost of service analysis will be agreed upon for purposes of finalizing the analysis. In addition, guidance will be obtained from the City as to any adjustments to the cost recovery to be provided by each rate classification prior to beginning Task 4 of the Study.

The final cost allocations will be fair and equitable to the various classes of service and will comply with the City goals and objectives.

#### *Task 3 Deliverables and Meetings:*

- Cost of service allocations to customer classes
- Microsoft Teams meeting to discuss cost of service results

## Task 4 | Proposed Rate Development

The objective of Task 4 is to develop proposed rates that meet the needs and objectives of the water and sewer utility. We will assess the existing rate structures for its performance, overall equity, and ability to meet the City's objectives for future water and sewer rates. The appropriateness of the current rate structures will be examined, and recommendations for change will be made to improve cost recovery, and achieve the City goals and align with the City policies.

### Task 4.1 – Design Proposed User Charge Rates

Following the completion of the financial plan and cost of service analysis we will design rates to generate adequate revenues to meet the applicable test year revenue requirements, reflect the results of the cost of service analysis, and meet any City rate design directives. Proposed rates will be developed for water and sewer customers under two scenarios to include the existing rate structure and one alternative.

### Task 4.2 – Rate Benchmarking and Bill Comparisons

1898 & Co. will conduct a rate benchmarking analysis comparing residential water and sewer rates and structure of existing and proposed rates to the rates of up to ten comparable water and sewer utilities in the region. The list of utilities for which these comparisons will be developed will be agreed upon prior to the initiation of Task 4.

### Task 4.3 – Review Proposed Rates and Fees

We will conduct a project review meeting with the City staff to review and discuss the proposed rates and the forecast of revenues at proposed rates. Any revisions to the proposed rates used in the analysis will be agreed upon for the purpose of finalizing the proposed rate development.

#### *Task 4 Deliverables and Meetings*

- Proposed rates
- Comparable community bill and rate structure benchmarking
- Microsoft Teams meeting to review draft and final proposed rates

## Task 5 | Reports and Presentations

Upon completion of proposed rates, our team will summarize the Study results in a draft report for review by the City. The report will include an executive summary describing the study process, and key findings and recommendations regarding financial planning and proposed rates. Subsequent sections of the report will describe the analysis in more tactical detail and will identify the results of each task of the Study.

We will discuss the results of Study and review the draft reports in a Microsoft Teams meeting with the City staff. Based upon comments and input from the City, our team will complete a final revision to the reports and will provide in both hard copy and \_\_\_\_\_



digital PDF format to the City.

We will present the rate study findings at a City Council work session. The schedule for this presentation will be developed in consultation with the City.

*Task 5 Deliverables and Meetings*

- Draft & final reports
- Hard Copy and Adobe PDF of final report
- Microsoft Teams meeting to review and finalize reports
- Presentation of results to City Council

## Project Timeline

We will coordinate and complete the proposed scope of work within 120 days of Notice to Proceed (NTP). A general schedule is represented in the table below. We are prepared to adjust the timeline to meet the City's needs.

Major Milestone	General Timeline
NTP	Day 1
Kickoff Meeting	Day 5
Draft Financial Plan Review	Day 45
Finalize Financial Plan	Day 60
Cost of Service Review	Day 75
Review of Draft Rates	Day 90
Draft Report	Day 110
Present Results at Council Work Session	Day 120
Final Report	Day 120

## Estimated Level of Effort and Cost

1898 & Co. proposes to complete the proposed scope of services outlined in this proposal in 211 man-hours for a not-to-exceed fee of \$46,860. This price reflects all anticipated costs to deliver the scope described in this proposal, including an on-site trip for a presentation to City officials. We propose billing monthly based on time and expenses incurred. Detailed invoices will be provided showing the breakdown of hours billed by task. A detailed estimate of time and cost is shown by Task in the following table.

Moberly, MO Water and Sewer Revenue Sufficiency and Rate Study							
	City of Moberly, MO					Total	Hourly Billing Rates
	Task 1 - Initiate Project	Task 2 - Financial Plan Development	Task 3 - Cost of Service	Task 4 - Proposed Rate Development	Task 5 - Reports & Presentations	Estimated Totals	
Consultant							
Dave Naumann	2	2		4	16	24	\$ 282
Alex Craven	1	96	30	12	12	151	\$ 220
Evaristo Casimiro		24	8	4		36	\$ 177
Total Labor Hours	3	122	38	20	28	211	
Total Labor Cost	\$ 784	\$ 25,932	\$ 8,016	\$ 4,476	\$ 7,152	\$ 46,360	
Expenses \$ <sup>(1)</sup>	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	
Total Project Fees	\$ 784	\$ 25,932	\$ 8,016	\$ 4,476	\$ 7,652	\$ 46,860	

<sup>(1)</sup> Cost for travel and on-site meetings, to be billed at cost.

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #10.

Department: Utilities

Date: October 16, 2023

**Agenda Item:** An Ordinance Repealing And Adopting City Code Provisions Pertaining To Sewers And Pretreatment.

**Summary:** The ordinance will repeal existing code sections 42-292 to 42- 838 and adopt new code sections 42-290 to 42-839. These code sections pertain to users of the city's wastewater collection system and publicly owned treatment works (POTW). The new code sections will update general laws having to do with the city's sewers and ensure the city is complying with all state and federal laws including the Clean Water Act and federal pretreatment regulation.

**Recommended Action:** To adopt the new code sections by ordinance at the November 6, 2023 council meeting.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

### Roll Call

**Aye**   **Nay**

#### Mayor

M\_\_\_ S\_\_\_ **Jeffrey**      \_\_\_      \_\_\_

#### Council Member

M\_\_\_ S\_\_\_ **Brubaker**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Davis**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kyser**      \_\_\_      \_\_\_

Passed      Failed

## Chapter 42 - UTILITIES

### ARTICLE IV. - SEWER

#### DIVISION 1. - GENERALLY

##### Subdivision I. - In General

##### Sec. 42-398. - Purpose and policy.

- (a) This division sets forth uniform requirements for Users of the wastewater collection and publicly owned treatment works (POTW) for the City and enables the City to comply with all state and federal laws including the Clean Water Act (33 USC 1251 et seq.), and the General Pretreatment Regulations (40 CFR 403). The objectives of this division are:
- (1) To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;
  - (2) To prevent the introduction of pollutants into the POTW which will pass through the POTW, inadequately treated, into receiving waters of otherwise be incompatible with the POTW;
  - (3) To ensure that the quality of the wastewater treatment plant sludge is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations;
  - (4) To protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public;
  - (5) To improve the opportunity to recycle and reclaim wastewater and sludge from the POTW;
  - (6) To provide for fees for the equitable distribution of the cost of operation, maintenance and improvement of the POTW; and
  - (7) To enable the City to comply with its NPDES permit conditions, sludge use and disposal requirements and any other federal or state laws to which the POTW is subject.
- (b) This division shall apply to all Users of the POTW. This division authorizes the issuance of wastewater discharge permits; authorizes monitoring, compliance and enforcement activities; establishes administrative review procedures; requires industrial User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(Ord. No. 6894, § 1.1, 6-7-1993)

##### Sec. 42-290. - Administration.

Except as otherwise provided herein, the Public Utilities Director shall administer, implement and enforce the provisions of this division. Any powers granted to or duties imposed upon the Public Utilities Director may be delegated by the Public Utilities Director to other City personnel.

(Ord. No. 6894, § 1.2, 6-7-1993)

##### Sec. 42-291. - Abbreviations.

- (a) The following abbreviations shall have the designated meanings:



BOD: Biochemical oxygen demand.

CFR: Code of Federal Regulations.

COD: Chemical oxygen demand.

EPA: U.S. Environmental Protection Agency.

GPD: Gallons per day.

L: Liter.

MDNR: Missouri Department of Natural Resources.

mg: Milligrams.

mg/l: Milligrams per liter.

NPDES: National pollutant discharge elimination system.

NSCIU: Non-Significant Categorical Industrial User

O&M: Operation and maintenance.

PW: Publicly owned treatment works.

RCRA: Resource Conservation and Recovery Act.

SIC: Standard industrial classifications.

SWDA: Solid Waste Disposal Act (42 USC 6901, et. seq.).

TSS: Total suspended solids.

USC: United States Code.

(Ord. No. 6894, § 1.3, 6-7-1993)

Sec. 42-292. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Act* or *the Act* means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.

*Approval authority* means the Missouri Department of Natural Resources (MDNR).

*Authorized representative of the industrial User* means:

- (1) If the industrial User is a corporation, the term "authorized representative" shall mean:
  - a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation;
  - b. The manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25,000,000.00 (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;
- (2) If the industrial User is a partnership, or sole proprietorship, an authorized representative shall mean a general partner or proprietor, respectively;

- (3) If the industrial User is a federal, state or local governmental facility, an authorized representative shall mean a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his designee;
- (4) Persons responsible for the overall operation of a facility that generates discharges regulated under this chapter may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or have overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

*Best Management Practices or BMPs* means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Sections 42-416(a) and (b) [40 CFR 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

*Biochemical oxygen demand (BOD)* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five days at 20 degrees centigrade expressed in terms of mass and concentration (milligrams per liter (mg/l)).

*Building sewer* means the extension from the building drain to the public sewer or other place of disposal.

*Categorical pretreatment standard or categorical standard* means any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with section 307(b) and (c) of the Act (33 USC 1317) which apply to a specific category of industrial Users and which appear in 40 CFR 405—471.

*Categorical Industrial User* means an Industrial User subject to categorical Pretreatment Standard or categorical Standard.

*City* means the City of Moberly or the City council of Moberly.

*Color* means the optical density at the visual wave length of maximum absorption, relative to distilled water. One hundred percent transmittance is equivalent to zero optical density.

*Combined sewer* means a sewer receiving both surface runoff and sewage.

*Composite sample* means the sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

*Control Authority* The City

*Daily Maximum* means the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

*Daily Maximum Limit* means the maximum allowable discharge limit to a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

*Enforcement officer* means the Public Utilities Director or such other persons as are designated to enforce this article.

*Environmental Protection Agency or EPA* means the U.S. Environmental Protection Agency or, where appropriate, the term may also be used as a designation for the Regional Water Management Division Director or other duly authorized official of the agency.

*Existing source* means any source of discharge, the construction or operation of which commenced prior to the publication of proposed categorical pretreatment standards which will be applicable to such source if the standard is thereafter promulgated in accordance with section 307 of the Act.

*Five-day biochemical oxygen demand (BOD)* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees centigrade expressed in milligrams per liter.

*Garbage* means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

*Grab sample* means a sample which is taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.

*Indirect discharge or discharge* means the introduction of (nondomestic) pollutants into the POTW from any nondomestic source regulated under section 307(b), (c) or (d) of the Act.

*Industrial User or User* means a source of indirect discharge.

*Industrial wastes* means the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

*Instantaneous maximum allowable discharge limit* means the maximum concentration (or loading) of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

*Interference* means a discharge which alone or in conjunction with a discharge or discharges from other sources:

- (1) Inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and
- (2) Therefore is a cause of a violation of the City's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder (or more stringent state or local regulations): section 405 of the Clean Water Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research and Sanctuaries Act.

*Medical waste* means isolation wastes, infectious agents, human blood and blood byproducts, pathological wastes, sharps, body parts, fomites, etiologic agents, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis wastes.

*Monthly Average* means the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during the month.

*Monthly Average Limit* means the highest allowable average of “daily discharges” measured during a calendar month, calculated as the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during the month.

*Natural outlet* means any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

*New source* means:

- (1) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
  - a. The building, structure, facility or installation is constructed at a site at which no other source is located;
  - b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
  - c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (1)b or c of this definition but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a new source as defined under this subsection has commenced if the owner or operator has:
  - a. Begun, or caused to begin, as part of a continuous onsite construction program:
    1. Any payment, assembly, or installation of facilities or equipment; or
    2. Significant site preparation work, including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
  - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.

*Noncontact cooling water* means water used for cooling which does not come into direct contact with any raw material intermediate product, waste product, or finished product.

*Pass through* means a discharge which exits the POTW into waters of the U.S. in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit (including an increase in the magnitude or duration of a violation).

*Person* means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. This definition includes all federal, state or local governmental entities.

*pH* means a measure of the acidity or alkalinity of a substance, expressed in standard units.

*Pollutant* means any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, industrial wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural and industrial wastes, and the characteristics of the wastewater (i.e., pH, temperature, TSS, turbidity, color, BOD, chemical oxygen demand (COD), toxicity, odor).

*Pretreatment* means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of introducing such pollutants into the POTW. This reduction of alteration can be obtained by physical, chemical or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

*Pretreatment Requirement* means any substantive or procedural requirement related to pretreatment imposed on an industrial User, other than a pretreatment standard.

*Pretreatment Standards* or *Standards* means prohibitive discharge standards, categorical pretreatment standards, and local limits.

*Prohibited Discharge Standards* or *prohibited discharges* means absolute prohibitions against the discharge of certain substances; these prohibitions appear in section 42-416.

*Public sewer* means a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

*Public Utilities Director or Director* means the person designated by the City to supervise the operation of the POTW and who is charged with certain duties and responsibilities by this ordinance. The term also means a Duly Authorized Representative of the Public Utilities Director.

*Publicly Owned Treatment Works* or *POTW* means a treatment works as defined by section 212 of the Act (33 USC 1292), which is owned by the City. The term "POTW" includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes and any conveyances which convey wastewater to a treatment plant. The term "POTW" also means the municipal entity having jurisdiction over the industrial Users and responsibility for the operation and maintenance of the treatment works.

*Sanitary sewer* means a sewer which carries sewage and to which stormwaters, surface waters, and groundwaters are not intentionally admitted.

*Septic Tank Waste* means any sewage from holding tanks such as vessels, chemical toilets, campers trailers, and septic tanks.

*Sewage* means a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such groundwater, surface water and stormwater as may be present.

*Sewer* means a pipe or conduit for carrying sewage.

*Sewerage system* means all facilities for collecting, pumping, treating and disposing of sewage.

*Significant Industrial User (SIU)* means:

- (1) Industrial Users subject to categorical Pretreatment Standards; and
- (2) Any other Industrial User that:
  - a. Discharges an average of 25,000 gpd or more of process wastewater;
  - b. Contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the treatment plant; or

- c. Is designated as significant by the City on the basis that the industrial User has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (3) The City may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
- a. The Industrial User, prior to City's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
  - b. The Industrial User annually submits the certification statement required in 42-553(b), together with any additional information necessary to support the certification statement; and
  - c. The Industrial User never discharges any untreated concentrated wastewater.
- (4) Upon a finding that a User meeting the criteria in Subsection (2) of this part has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement, the City may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such User should not be considered a Significant Industrial User.

*Slug load* means any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in section 42-416 or any discharge of a nonroutine, episodic nature, including, but not limited to, an accidental spill or a noncustomary batch discharge.

*Standard Industrial Classification (SIC) Code* means a classification pursuant to the Standard Industrial Classification Manual issued by the U.S. Office of Management and Budget.

*Stormwater* means any flow occurring during or following any form of natural precipitation, and resulting therefrom, including snowmelt.

*Total Suspended Solids or Suspended Solids* means the total suspended matter than floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

*Toxic pollutant* means one of 126 pollutants, or combination of those pollutants, listed as toxic in regulations promulgated by the EPA under the provision of section 307 of the Act (33 USC 1317).

*Treatment facility* means any arrangement of biological organisms, devices and structures used for treating sewage.

*Treatment plant effluent* means any discharge of pollutants from the POTW into waters of the state.

*Wastewater* means liquid and water-carried industrial wastes, and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

*Wastewater treatment plant or treatment plant* means that portion of the POTW designed to provide treatment of sewage and industrial waste.

(Ord. No. 6894, § 1.4, 6-7-1993)



(Code 1965, §§ 30-34.1, 30-94; Code 1987, § 28-91)

## DIVISION 2. – GENERAL REQUIREMENTS

### Sec. 42-295. – Vandalism and damaging sewage works equipment.

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, tamper with or prevent access to any structure, appurtenance or equipment, or other part of the POTW. Any person found in violation of this requirement shall be subject to the sanctions set out in subdivisions IX through XI of this division.

(Ord. No. 6894, § 3.6, 6-7-1993)

### Sec. 42-296. - Abandonment of sewers.

It is unlawful for any person to disconnect or abandon any connection to a sewer in the City without conforming to the following:

- (a) The enforcement officer shall be notified in writing in advance that a sewer connection is to be abandoned.
- (b) The sewer service shall be dug out at the joint of the pipe closest to the City lateral and a vitrified clay plug placed in the bell nearest to the lateral main. No opening to the sewer for abandoning a sewer connection shall be closed until the enforcement officer has an opportunity to inspect how the tap has been disconnected and plugged. If, in the opinion of the enforcement officer, the sewer tap or saddle connection is in poor condition, or if a violation of the City's plumbing code is revealed, the service tap shall be capped off in a manner satisfactory to the enforcement officer and in accordance with the plumbing code of the City.

(Code 1965, § 30-54; Code 1987, § 28-95)

### Sec. 42-297. - Use of public sewers required.

- (a) It is unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of such City, any human or animal excrement, garbage or other objectionable waste.
- (b) It is unlawful to discharge to any natural outlet within the City, or in any area under the jurisdiction of such City, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article.
- (c) Except as otherwise provided, it is unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.
- (d) The owner of all houses, buildings, or properties used for human occupancy, employment, recreation or other purposes, situated within the City and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the City, shall at such owner's expense install suitable toilet facilities therein, and connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within 90 days after date of official notice to do so, provided that such public sewer is located within 500 feet of either: (i) the location of the sewer connection exit point, in the case of an existing structure; or (ii) the nearest exterior line of the structure, in the case of new or pending construction, of the principal building used

or to be used for human occupancy, employment, or recreation situated or to be situated on the property, which distance shall be measured within the lot lines of the property along the shortest distance to the public sewer and along the abutting street, alley or right-of-way in which is located a public sanitary sewer. The 500 foot measurement shall not include or be taken along or across the property of another owner.

- (e) Connection to public sewer requires connection to City water where available.

(Code 1965, §§ 30-55—30-58; Code 1987, § 28-96; Ord. No. 9464 , § 1, 7-2-2018)

Secs. 42-298—42-320. - Reserved.

## DIVISION 2. - PRIVATE SEWAGE DISPOSAL SYSTEMS

Sec. 42-321. - When permitted.

Where a public sanitary sewer is not available, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this division.

(Code 1965, § 30-59; Code 1987, § 28-111)

Sec. 42-322. - Additional requirements authorized.

No statement contained in this division shall be construed to interfere with any additional requirements that may be imposed by the health officer.

(Code 1965, § 30-65; Code 1987, § 28-112)

Sec. 42-323. – Private Sewage Disposal System Permit.

- (a) Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit signed by the enforcement officer. The application for such permit shall be made on a form furnished by the City, which the applicant shall supplement by any plans, specifications and other information as are deemed necessary by the enforcement officer.
- (b) A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the enforcement officer. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the enforcement officer when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within 24 hours of the receipt of notice by the enforcement officer.

(Code 1965, §§ 30-60, 30-61; Code 1987, § 28-113)

Sec. 42-324. - Construction standards.

The type, capacities, location and layout of a private sewage disposal system shall comply with all recommendations of the department of public health of the state. No permit shall be issued for any private sewage disposal system employing soil absorption facilities where the area of the lot is less than three acres. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

(Code 1965, § 30-62; Code 1987, § 28-114)

Sec. 42-325. - Abandonment when public sewer becomes available.

At such time as a public sewer becomes available to a property served by a private sewage disposal system, a direct connection shall be made to the public sewer in compliance with this division, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with suitable material. When a public sewer becomes available, the building sewer shall be connected to such sewer within 90 days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt.

(Code 1965, §§ 30-63, 30-66; Code 1987, § 28-115)

Sec. 42-326. - Maintenance.

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City.

(Code 1965, § 30-64; Code 1987, § 28-116)

Secs. 42-327—42-347. - Reserved.

**DIVISION 3. - BUILDING SEWERS AND CONNECTIONS**

Sec. 42-348. - Connection permit.

No unauthorized person shall uncover, make any connection with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the enforcement officer.

(Code 1965, § 30-67; Code 1987, § 28-131)

Sec. 42-349. - Sewer taps on Reed Street sewer.

No person shall tap onto or permit a tap to be made onto the Reed Street sewer located in Reed Street at any point between Johnson Street and Morley Street in the City. Any person desiring to connect with the Reed Street sewer shall do so by tapping onto the main laterals, which laterals empty into the Reed Street sewer.

(Code 1965, § 30-45; Code 1987, § 28-132)

Sec. 42-350. - Separate building sewers required.

A separate and independent building sewer shall be provided for every building, except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

(Code 1965, § 30-69; Code 1987, § 28-133)

Sec. 42-351. - Use of old building sewers.

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the enforcement officer, to meet all requirements of this division.

(Code 1965, § 30-70; Code 1987, § 28-134)

Sec. 42-352. - General design and excavation standards.

The size, slope, alignment, materials of construction of a building sewer and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench shall all conform to the requirements of the building code and plumbing code or other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the rules of state department of natural resources, title 10, chapter 8, Design Guides, shall apply.

(Code 1965, § 30-71; Code 1987, § 28-135)

Sec. 42-353. - Elevation of connection with building drain.

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

(Code 1965, § 30-72; Code 1987, § 28-136)

Sec. 42-354. - Building sewer connection with public sewer.

- (a) The connection of the building sewer into the public sewer shall conform to the requirements of the building code and plumbing code or other applicable rules and regulations of the City or the procedures set forth in appropriate specifications of the rules of state department of natural resources, title 10, chapter 8, Design Guides. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the enforcement officer before installation.
- (b) The applicant for the building sewer permit shall notify the enforcement officer when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the enforcement officer or his representative.

(Code 1965, §§ 30-74, 30-75; Code 1987, § 28-137)

Sec. 42-355. - Connections of surface run-off or groundwater drains.

No person shall make connection of roof downspouts, interior and exterior foundation drains, areaway drains, sump pumps or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(Code 1965, § 30-73; Code 1987, § 28-138)

Sec. 42-356. - Excavations.

All excavations for building sewer installation shall be adequately guarded with barricades to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

(Code 1965, § 30-76; Code 1987, § 28-139)

Sec. 42-357. - Costs and indemnification of City.

All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. No claim shall be allowed to any person who is connected to any public sewer against the City by reason of the bursting or collapsing of any building sewer or building sewer connection or caused by the blockage of any building sewer or by reason of the flow of the building sewer backing up into the building sewer or structure which is connected to the public sewer.

(Code 1965, § 30-68; Code 1987, § 28-140)

Secs. 42-358—42-382. - Reserved.

#### DIVISION 4. - DISCHARGE REGULATIONS

No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof run-off, subsurface drainage, uncontaminated cooling water or unpolluted industrial process waters to any sanitary sewer. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers or to a natural outlet approved by the enforcement officer. Industrial cooling water or unpolluted process waters may be discharged, on approval of the building inspector, to a storm sewer, combined sewer or natural outlet.

(Code 1965, §§ 30-77, 30-78; Code 1987, § 28-156)

Sec. 42-383. - Pretreatment and flow-equalizing facilities.

Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense. Plans, specifications and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the City, and no construction of such facilities shall be commenced until such approvals are obtained in writing.

(Code 1965, § 30-83, 30-97; Code 1987, § 28-160)

Sec. 42-384. - Control manholes.

When required by the enforcement officer, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in

accordance with plans approved by the enforcement officer. The manhole shall be installed by the owner at his expense and shall be maintained by him to be safe and accessible at all times.

Secs. 42-385 – 42-397. – Reserved.

## DIVISION 5. - PRETREATMENT OF CERTAIN WASTEWATER DISCHARGES

### Subdivision I. – In General

Sec. 42-398. - Purpose and policy.

- (a) This division sets forth uniform requirements for Users of the wastewater collection and publicly owned treatment works (POTW) for the City and enables the City to comply with all state and federal laws including the Clean Water Act (33 USC 1251 et seq.), and the General Pretreatment Regulations (40 CFR 403). The objectives of this division are:
  - (1) To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;
  - (2) To prevent the introduction of pollutants into the POTW which will pass through the POTW, inadequately treated, into receiving waters of otherwise be incompatible with the POTW;
  - (3) To ensure that the quality of the wastewater treatment plant sludge is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations;
  - (4) To protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public;
  - (5) To improve the opportunity to recycle and reclaim wastewater and sludge from the POTW;
  - (6) To provide for fees for the equitable distribution of the cost of operation, maintenance and improvement of the POTW; and
  - (7) To enable the City to comply with its NPDES permit conditions, sludge use and disposal requirements and any other federal or state laws to which the POTW is subject.
- (b) This division shall apply to all Users of the POTW. This division authorizes the issuance of wastewater discharge permits; authorizes monitoring, compliance and enforcement activities; establishes administrative review procedures; requires industrial User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(Ord. No. 6894, § 1.1, 6-7-1993)

Secs. 42-399 – 42-415. – Reserved.

### Subdivision II. - General Sewer Use Requirements

Sec. 42-416. - Prohibited discharge standards.

- (a) General Prohibitions. No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all industrial Users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state or local pretreatment standards or requirement.
- (b) Specific Prohibitions. Furthermore, no industrial User may introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:



- (1) Pollutants which create a fire or explosive hazard in the municipal wastewater collection and POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR 261.21.
- (2) Any wastewater having a pH less than 6.0 or more than 11, or otherwise causing corrosive structural damage to the POTW or equipment, or endangering City personnel.
- (3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference, but in no case solids greater than three (3) inches in any dimension.
- (4) Any wastewater containing pollutants, including oxygen demanding pollutants (BOD, etc.), released in a discharge at a flow rate or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with either the POTW; or any wastewater treatment or sludge process, or which will constitute a hazard to humans or animals.
- (5) Any wastewater having a temperature greater than 104 degrees Fahrenheit (40 degrees Celsius), or which will inhibit biological activity in the treatment plant resulting in interference.
- (6) Petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin, in amounts that will cause interference or pass through.
- (7) Any pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
- (8) Any trucked or hauled pollutants, except at discharge points designated by the City in accordance with section 42-454.
- (9) Any noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance, a hazard to life, or to prevent entry into the sewers for maintenance and repair.
- (10) Any wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent thereby violating the City's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than ten percent from the seasonably established norm for aquatic life.
- (11) Any wastewater containing any radioactive wastes or isotopes except as specifically approved by the Director in compliance with applicable state or federal regulations.
- (12) Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted industrial wastewater, unless specifically authorized by the Director.
- (13) Any sludges, screenings, or other residues from the pretreatment of industrial wastes.
- (14) Any medical wastes, except as specifically authorized by the Director in a wastewater discharge permit.
- (15) Any wastewater causing the treatment plant's effluent to fail a toxicity test.
- (16) Any wastes containing detergents, surface active agents, or other substances which may cause excessive foaming in the POTW.
- (17) Any discharge of fats, oils, or greases of animal or vegetable origin is limited to 100 mg/l.

- (18) At no time shall two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, be more than five percent nor any single reading over ten percent of the lower explosive limit (LEL) of the meter.
- (b) Wastes prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW. All floor drains located in process or materials storage areas must discharge to the industrial User's pretreatment facility before connecting with the POTW.

(Ord. No. 6894, § 2.1, 6-7-1993)

Sec. 42-417. -National categorical pretreatment standards.

Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405–471.

- (a) Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Director may impose equivalent concentration or mass limits in accordance with Section 42-417(e) and 42-417(f).
- (b) When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Director may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users.
- (c) When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Director shall impose an alternate limit in accordance with 40 CFR 403.6(e).
- (d) A CIU may obtain a net/gross adjustment to a categorical Pretreatment Standard in accordance with the following paragraphs of this Section.
- (1) Categorical Pretreatment Standards may be adjusted to reflect the presence of pollutants in the Industrial User's intake water in accordance with this Section. Any Industrial User wishing to obtain credit for intake pollutants must make application to the City. Upon request of the Industrial User, the applicable Standard will be calculated on a "net" basis (i.e., adjusted to reflect credit for pollutants in the intake water) if the requirements of paragraph (2) of this Section are met.
- (2) Criteria.
- Either (i) The applicable categorical Pretreatment Standards contained in 40 CFR subchapter N specifically provide that they shall be applied on a net basis; or (ii) The Industrial User demonstrates that the control system it proposes or uses to meet applicable categorical Pretreatment Standards would, if properly installed and operated, meet the Standards in the absence of pollutants in the intake waters.
  - Credit for generic pollutants such as biochemical oxygen demand (BOD), total suspended solids (TSS), and oil and grease should not be granted unless the Industrial User demonstrates that the constituents of the generic measure in the User's effluent are substantially similar to the constituents of the generic measure in the intake water or unless appropriate additional limits are placed on process water pollutants either at the outfall or elsewhere.
  - Credit shall be granted only to the extent necessary to meet the applicable categorical Pretreatment Standard(s), up to a maximum value equal to the influent value. Additional

monitoring may be necessary to determine eligibility for credits and compliance with Standard(s) adjusted under this Section.

- d. Credit shall be granted only if the User demonstrates that the intake water is drawn from the same body of water as that into which the POTW discharges. The [City] may waive this requirement if it finds that no environmental degradation will result.
- (e) When a categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, an Industrial User may request that the City convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the Director. The City may establish equivalent mass limits only if the Industrial User meets all the conditions set forth in Sections 42-417(e)(1)a through 42-417(e)(1)e below.

(1) To be eligible for equivalent mass limits, the Industrial User must:

- a. Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its individual wastewater discharge permit;
- b. Currently use control and treatment technologies adequate to achieve compliance with the applicable categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;
- c. Provide sufficient information to establish the facility's actual average daily flow rate for all wastestreams, based on data from a continuous effluent flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily flow rate and the long-term average production rate must be representative of current operating conditions;
- d. Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the Discharge; and
- e. Have consistently complied with all applicable categorical Pretreatment Standards during the period prior to the Industrial User's request for equivalent mass limits.

(2) An Industrial User subject to equivalent mass limits must:

- a. Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;
- b. Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;
- c. Continue to record the facility's production rates and notify the Director whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph 42-417(f)(1)c of this Section. Upon notification of a revised production rate, the Director will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and
- d. Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraphs 42-417(e)(1)a of this Section so long as it discharges under an equivalent mass limit.

(3) When developing equivalent mass limits, the Director:

- a. Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the Industrial User by the concentration-based Daily Maximum and Monthly Average Standard for the applicable categorical Pretreatment Standard and the appropriate unit conversion factor;
  - b. Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and
  - c. May retain the same equivalent mass limit in subsequent individual wastewater discharger permit terms if the Industrial User's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Section 42-421. The Industrial User must also be in compliance with Section 42-756 regarding the prohibition of bypass.
- (f) The Director may convert the mass limits of the categorical Pretreatment Standards of 40 CFR Parts 414, 419, and 455 to concentration limits for purposes of calculating limitations applicable to individual Industrial Users. The conversion is at the discretion of the Director.
- (g) Once included in its permit, the Industrial User must comply with the equivalent limitations developed in this Section 42-417 in lieu of the promulgated categorical Standards from which the equivalent limitations were derived.
- (h) Many categorical Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4-day average, limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation.
- (i) Any Industrial User operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify the Director within two (2) business days after the User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any User not notifying the Director of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long term average production rate.

(Ord. No. 6894, § 2.2, 6-7-1993)

#### Sec. 42-418. - State Pretreatment Standards

State of Missouri requirements and limitations on discharges pursuant to this article shall apply when they are more stringent than U.S. Environmental Protection Agency or Board requirements and limitations unless allowed by the Missouri Department of Natural Resources..

#### Sec. 42-419. – Local Limits.

- (a) The Director is authorized to establish Local Limits pursuant to 40 CFR 403.5(c). **(reserved)**.

- (b) The Director may develop Best Management Practices (BMPs), by ordinance or in individual wastewater discharge permits to implement Local Limits and the requirements of Section 42-416.

(Ord. No. 6894, § 2.3, 6-7-1993)

Sec. 42-420. - City's right of revision.

The City reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW consistent with the purpose of this ordinance.

(Ord. No. 6894, § 2.4, 6-7-1993)

Sec. 42-421. - Dilution.

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Director may impose mass limitations on Users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

(Ord. No. 6894, § 2.6, 6-7-1993)

Secs. 42-422—42-448. - Reserved.

Subdivision III. - Pretreatment of Wastewater

Sec. 42-449. - Pretreatment facilities.

Users shall provide necessary wastewater treatment as required to comply with this subdivision and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in section 42-416 within the time limitations specified by the EPA, the state, or the Director, whichever is more stringent. Any facilities required to pretreat wastewater to a level acceptable to the City shall be provided, operated, and maintained at the industrial User's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Director for review, and shall be acceptable to the Director before construction of the facility. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying the facilities as necessary to produce an acceptable discharge to the City under the provisions of this ordinance.

(Ord. No. 6894, § 3.1, 6-7-1993)

Sec. 42-450. - Additional pretreatment measures.

- (a) Whenever deemed necessary, the Director or designee may require Users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this ordinance.

- (b) The Director may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. An individual wastewater discharge permit may be issued solely for flow equalization.
- (c) Grease, oil, and sand interceptors shall be provided when, in the opinion of the Director or designee, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential Users. All interception units shall be of a type and capacity approved by the Director or designee, Shall comply with the following City ordinance: Chapter 42; Division 4: Discharge Regulations; Section 42-385 and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired by the User at their expense.
- (d) Industrial Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

Sec. 42-451. - Grease, oil and sand interceptors. (*Relocated section*)

- (a) Grease, oil and sand interceptors shall be provided when, in the opinion of the enforcement officer, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be located as to be readily and easily accessible for cleaning and inspection.
- (b) All grease traps shall be cleaned out and inspected annually with the inspection to be documented to the Director on an approved form. The inspections may be completed by the company providing the cleaning and removal of grease from the grease trap, or in the case of small, under-sink grease traps, the owner or manager of the facility may provide the certification.
- (c) Facilities required to have a grease trap shall maintain records of the cleaning and maintenance of all grease traps. Such records shall be kept at the location of the facility required to have a grease trap for a period of three years.
- (d) Failure to provide certification of the maintenance requirements shall result in a \$100.00 to \$500.00 fine.
- (e) If a City sewer backs up due to grease in the main, the facilities connected to that portion of the collection system shall be subject to inspection including a review of the cleaning records.
- (f) Any facilities that have not cleaned the grease trap properly, or the grease trap is not working properly, may be held liable for any damage caused by the sewer back up, even if the damage is to another facility or property.
- (g) Any existing facility that has an under-sink grease trap that has repeated problems with discharges of grease into the City sewer main shall be required to install a larger grease trap. City inspectors shall be allowed access to the grease trap for the purposes of inspection during normal business hours.
- (h) Sizing and installation of grease traps shall meet the requirements of the City's current building and construction codes.

(Code 1965, § 30-82; Code 1987, § 28-162; Ord. No. 7597, § 1, 6-16-2003)

Sec. 42-452. - Accidental discharge/slug control plans.

The Director shall evaluate whether each SIU needs an accidental discharge/slug discharge control plan or other action to control Slug Discharges. The Director may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug



Discharges. Alternatively, the Director may develop such a plan for any User. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

- (a) Description of discharge practices, including nonroutine batch discharges.
- (b) Description of stored chemicals.
- (c) Procedures for immediately notifying the POTW of any accidental or slug discharge. Such notification must also be given for any discharge which would violate any of the prohibited discharges in section 42-416.
- (d) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), or measures and equipment for emergency response.

(Ord. No. 6894, § 3.3, 6-7-1993)

#### Sec. 42-453. - Tenant responsibility.

Where an owner of property leases premises to any other person as a tenant, under any rental or lease agreement, if either the owner or the tenant is an industrial User, either or both may be held responsible for compliance with the provisions of this subdivision.

(Ord. No. 6894, § 3.4, 6-7-1993)

#### Sec. 42-454. - Hauled wastewater.

- (a) Septic tank waste may be accepted into the POTW at a designated receiving structure within the treatment plant area, and at such times as are established by the Director, provided such wastes do not violate section 42-416 or any other requirements established or adopted by the City. The Director may require septic tank waste haulers to obtain individual wastewater discharge permits.
- (b) The discharge of hauled industrial wastes as industrial septage requires prior approval and a wastewater discharge permit from the City. The Director shall have authority to prohibit the disposal of such wastes, if such disposal would interfere with the treatment plant operation. Waste haulers are subject to all other sections of this subdivision.
- (c) Industrial waste haulers may discharge loads only at locations designated by the Director. No load may be discharged without prior consent. Samples may be collected of each hauled load to ensure compliance with applicable standards. The Director may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
- (d) Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.
- (e) Fees for dumping septage will be established as part of the industrial User fee system as authorized in section 42-4439.

(Ord. No. 6894, § 3.5, 6-7-1993)

Secs. 42-455—42-470. - Reserved.

#### Subdivision IV. – Individual Wastewater Discharge Permits

##### Sec. 42-471. - Wastewater analysis.

When requested by the Public Utilities Director, all Users must submit information on the nature and characteristics of their wastewater by completing a wastewater survey prior to commencing their discharge within sixty (60) days of the request. The Director is authorized to prepare a form for this purpose and may periodically require industrial Users to update the survey. Failure to complete this survey shall be reasonable grounds for terminating service to the User and shall be considered a violation of this subdivision.

(Ord. No. 6894, § 4.1, 6-7-1993)

##### Sec. 42-472. – Individual wastewater discharge permit requirement.

- (a) It shall be unlawful for any Significant Industrial User to discharge wastewater in the City's POTW without first obtaining a wastewater discharge permit from the Director, except that a Significant Industrial User that has filed a timely application pursuant to Section 42-473 of this ordinance may continue to discharge for the time period specified therein
- (b) The Director may require other industrial Users, including liquid waste haulers, to obtain wastewater discharge permits as necessary to carry out the purposes of this subdivision.
- (c) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this subdivision and subjects the wastewater discharge permittee to the sanctions set out in subdivisions X through XII of this division. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements or with any other requirements of federal, state and local law.

(Ord. No. 6894, § 4.2, 6-7-1993)

##### Sec. 42-473. – Individual wastewater discharge permitting: existing connections.

Any User which discharges industrial waste into the POTW prior to the effective date of the ordinance from which this subdivision is derived and who wishes to continue such discharges in the future, shall, within 90 days after the date, apply to the City for an individual wastewater discharge permit in accordance with section 42-475, and shall not cause or allow discharges to the POTW to continue after 180 days of the effective date of the ordinance from which this subdivision is derived except in accordance with a wastewater discharge permit issued by the Director.

(Ord. No. 6894, § 4.3, 6-7-1993)

##### Sec. 42-474. – Individual wastewater discharge permitting: new connections.

Any User proposing to begin or recommence discharging industrial wastes into the POTW must obtain an individual wastewater discharge permit prior to the beginning or recommencing of such discharge. An

application for this individual wastewater discharge permit, in accordance with 42-475 of this ordinance, must be filed at least 90 days prior to the date upon which any discharge will begin.

(Ord. No. 6894, § 4.4, 6-7-1993)

Sec. 42-475. - Wastewater discharge permit application contents.

(a) In order to be considered for a wastewater discharge permit, all industrial Users required to have an individual wastewater discharge permit must submit a permit application. The Director may require Users to submit all or some of the following information as part of the permit application:

(1) Identifying Information.

- a. The name and address of the facility, including the name of the operator and owner.
- b. Contact information, description of activities, facilities, and plant production processes on the premises;

(2) Environmental Permits. A list of any environmental control permits held by or for the facility.

(3) Description of Operations.

- a. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.
- b. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- c. Number and type of employees, hours of operation, and proposed or actual hours of operation;
- d. Type and amount of raw materials processed (average and maximum per day);
- e. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

(4) Time and duration of discharges;

(5) The location for monitoring all wastes covered by the permit;

(6) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 42-417(c) (40 CFR 403.6(e)).

(7) Measurement of Pollutants.

- a. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.
- b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Director, of regulated pollutants in the discharge from each regulated process.
- c. Instantaneous, daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.

- d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in section 42-548 of this ordinance. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable Standards to determine compliance with the Standard.
- e. Sampling must be performed in accordance with procedures set out in section 42-549 of this ordinance.
- (8) Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge based on section 42-542 [40 CFR 403.12(e)(2)].
- (9) Any other information as may be deemed necessary by the Director to evaluate the permit application.
- (b) Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

(Ord. No. 6894, § 4.6, 6-7-1993)

Sec. 42-476. - Application signatories and certification.

- (a) All wastewater discharge permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the certification statement in section 42-553(a).
- (b) If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this section must be submitted to Director prior to or together with any reports to be signed by an Authorized Representative.
- (c) A facility determined to be a Non Significant Categorical Industrial User by the Director pursuant to 42-292 must annually submit the signed certification statement in 42-553(b).

(Ord. No. 6894, § 4.7, 6-7-1993)

Sec. 42-477. - Wastewater discharge permit decisions.

The Director will evaluate the data furnished by the industrial User and may require additional information. Within 60 days of receipt of a complete wastewater discharge permit application, the Director will determine whether or not to issue a wastewater discharge permit. If no determination is made within this time period, the application will be deemed denied. The Director may deny any application for a wastewater discharge permit.

(Ord. No. 6894, § 4.8, 6-7-1993)

Secs. 42-478—42-504. - Reserved.

## Subdivision V. – Individual Wastewater Discharge Permit Issuance

### Sec. 42-505. - Wastewater discharge permit duration.

Wastewater discharge permits shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five years, at the discretion of the Director. Each wastewater discharge permit will include a specific date upon which it will expire.

(Ord. No. 6894, § 5.1, 6-7-1993)

### Sec. 42-506. - Wastewater discharge permit contents.

An individual wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Director to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, protect ambient air quality, and protect against damage to the POTW.

(a) An individual wastewater discharge permit must contain the following conditions:

- (1) A statement that indicates wastewater discharge permit duration, which in no event shall exceed five years, issuance date, expiration date and effective date.
- (2) A statement that the wastewater discharge permit is nontransferable without prior notification to and approval from the City in accordance with section 42-509, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit.
- (3) Effluent limits, including Best Management Practices, applicable to the User based on applicable standards in federal, state, and local law.
- (4) Self-monitoring, sampling, reporting, notification, and record keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law.
- (5) The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge in accordance with Section 42-542(b).
- (6) Statement of applicable civil, criminal, and administrative penalties for violation of pretreatment standards and requirements and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.
- (7) Requirements to control Slug Discharge, if determined by the Director to be necessary.
- (8) Any grant of the monitoring waiver by the Director (section 42-542 (b)) must be included as a condition in the User's permit.

(b) Wastewater discharge permits may contain, but need not be limited to, the following:

- (1) Limits on the average or maximum rate of discharge, time of discharge, or requirements for flow regulation and equalization.
- (2) Limits on the instantaneous, daily and monthly average or maximum concentration, mass, or other measure of identified wastewater pollutants or properties.

- (3) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works.
- (4) Development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or routine discharges.
- (5) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW.
- (6) The unit charge or schedule of industrial User charges and fees for the management of the wastewater discharged to the POTW.
- (7) Requirements for installation and maintenance of inspection and sampling facilities and equipment.
- (8) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the wastewater discharge permit.
- (9) Other conditions as deemed appropriate by the Director to ensure compliance with this subdivision, and state and federal laws, rules, and regulations.

(Ord. No. 6894, § 5.2, 6-7-1993)

Sec. 42-507. - Wastewater discharge permit appeals.

Any person, including the User, may petition the Director to reconsider the terms of a wastewater discharge permit within 30 days of its issuance.

- (a) Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
- (b) In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.
- (c) The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.
- (d) If the Director fails to act within 45 days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider a wastewater discharge permit, not to issue a wastewater discharge permit, or not to modify a wastewater discharge permit, shall be considered final administrative action for purposes of judicial review.
- (e) Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision must do so by filing a complaint with the 14<sup>th</sup> Judicial Circuit Court within the appropriate State Statute of Limitations.

(Ord. No. 6894, § 5.3, 6-7-1993)

Sec. 42-508. - Wastewater discharge permit modification.

- (a) The Director may modify the wastewater discharge permit for good cause, including, but not limited to, the following:



- (1) To incorporate any new or revised federal, state, or local pretreatment standards or requirements.
  - (2) To address significant alternations or additions to the industrial User's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance.
  - (3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.
  - (4) Information indicating that the permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters.
  - (5) Violation of any terms or conditions of the wastewater discharge permit.
  - (6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting.
  - (7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13.
  - (8) To correct typographical or other errors in the wastewater discharge permit.
  - (9) To reflect a transfer of the facility ownership or operation to a new owner/operator where requested in accordance with section 42-509.
- (b) The filing of a request by the permittee for a wastewater discharge permit modification does not stay any wastewater discharge permit condition.

(Ord. No. 6894, § 5.4, 6-7-1993)

Sec. 42-509. - Wastewater discharge permit transfer.

- (a) Wastewater discharge permits may be reassigned or transferred to a new owner or operator only if the permittee gives at least 30 days advance notice to the Director and the Director approves the wastewater discharge permit transfer. The notice to the Director must include a written certification by the new owner or operator which:
  - (1) States that the new owner or operator has no immediate intent to change the facility's operations and processes.
  - (2) Identifies the specific date on which the transfer is to occur.
  - (3) Acknowledges full responsibility for complying with the existing wastewater discharge permit.
- (b) Failure to provide advance notice of a transfer renders the wastewater discharge permit voidable on the date of facility transfer.

(Ord. No. 6894, § 5.5, 6-7-1993)

Sec. 42-510. - Wastewater discharge permit revocation.

- (a) The Director may revoke an individual wastewater discharge permit for good cause, including but not limited to, the following reasons:
  - (1) Failure to notify the Director of significant changes to the wastewater prior to the changed discharge.
  - (2) Failure to provide prior notification to the City of changed condition pursuant to section 42-543.

- (3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application.
  - (4) Falsifying self-monitoring reports and certification statements.
  - (5) Tampering with monitoring equipment.
  - (6) Refusing to allow the Director timely access to the facility premises and records.
  - (7) Failure to meet effluent limitations.
  - (8) Failure to pay fines.
  - (9) Failure to pay sewer charges.
  - (10) Failure to meet compliance schedules.
  - (11) Failure to complete a wastewater survey or the wastewater discharge permit application.
  - (12) Failure to provide advance notice of the transfer of a permitted facility.
  - (13) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this subdivision.
- (b) Wastewater discharge permits shall be voidable upon nonuse, cessation of operations, or transfer of business ownership. All wastewater discharge permits are void upon the issuance of a new wastewater discharge permit.

(Ord. No. 6894, § 5.6, 6-7-1993)

Sec. 42-511. - Wastewater discharge permit reissuance.

A User shall apply for wastewater discharge permit reissuance by submitting a complete wastewater discharge permit application in accordance with section 42-475 a minimum of ninety (90) days prior to the expiration of the industrial User's existing wastewater discharge permit.

(Ord. No. 6894, § 4.4, 6-7-1993)

Sec. 42-512. – Regulation of Waste Received from Other Jurisdictions

- (a) If another municipality, or User located with another municipality, contributes all or a portion of its wastewater to the POTW, the POTW shall enter into an intermunicipal agreement with the contributing municipality.
- (b) Prior to entering into an agreement required by paragraph (a), above, the Director shall request the following information from the contributing municipality:
  - (1) A description of the quality and volume of the wastewater at the point where it enters the POTW.
  - (2) An inventory of all industrial Users discharging to the municipality.
  - (3) Such other information as may be required by the Director.
- (b) An intermunicipal agreement, as required by paragraph (a), shall contain the following conditions:
  - (1) A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this subdivision and local limits, including required Baseline Monitoring Reports (BMRs) which are at least as stringent as those set out in section 42-420. The requirement shall

specify that such ordinance and limits must be revised as necessary to reflect changes made to the City's ordinance or Local Limits;

- (2) A requirement for the contributing municipality to submit a revised industrial User inventory on at least an annual basis.
  - (3) A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Director; and which of these activities will be conducted jointly by the contributing municipality and the City
  - (4) A requirement for the contributing municipality to provide the City with access to all information that the municipal User obtains as part of its pretreatment activities.
  - (5) Limits on the nature, quality, and volume of the municipal User's wastewater at the point where it discharges to the POTW.
  - (6) Requirements for monitoring the contributing municipality's discharge.
  - (7) A provision ensuring the Director access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Director; and
  - (8) A provision specifying remedies available for breach of the terms of the intermunicipal agreement.
- (c) Violation of the terms and conditions of interjurisdictional agreement subjects the contributing municipality to the sanctions set out in subdivisions IX through XI of this division.

(Ord. No. 6894, § 5.8, 6-7-1993)

Secs. 42-513—42-538. - Reserved.

#### Subdivision VI. - Reporting Requirements

Sec. 42-539. - Baseline monitoring reports.

- (a) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing significant industrial Users subject to such categorical pretreatment standards, and currently discharging to or scheduled to discharge to the POTW, shall be required to submit to the Director a report which contains the information listed in subsection (b) of this section. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become industrial Users subsequent to the promulgation of an applicable categorical standard, shall be required to submit to the Director a report which contains the information listed in subsection (b) of this section. A new source shall also be required to report the method of pretreatment it intends to use to meet applicable pretreatment standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged.
- (b) The User described above shall submit the information required by this section, including:
  - (1) All information required in sections 42-475(a)(1)a, 42-475(a)(2), 42-475(a)(3)a, and 42-475(a)(6).
  - (2) Measurement of pollutants.

- b. The User shall provide the information required in section 42-475(a)(7) (a) through (d).
  - c. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.
  - d. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority;
  - e. Sampling and analysis shall be performed in accordance with section 42-549;
  - f. The Public Utilities may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;
  - g. The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.
- (3) *Compliance Certification.* A statement reviewed by the industrial User's Authorized Representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) or additional pretreatment is required to meet the pretreatment standards and requirements.
- (4) *Compliance schedule.* If additional pretreatment or O&M will be required to meet the pretreatment standards; the shortest schedule by which the industrial User will provide such additional pretreatment or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in section 42-475.
- (5) *Certification of reports.* All baseline monitoring reports must be signed and certified in accordance with section 42-476 of this ordinance and signed by an Authorized Representative as defined in section 42-292.

(Ord. No. 6894, § 6.1, 6-7-1993)

#### Sec. 42-540. - Compliance schedule progress report.

The following conditions shall apply to the schedule required by section 42-539(d).

- (1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable pretreatment standards (such events include hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, beginning and conducting routine operation).
- (2) No increment referred to above shall exceed nine months.
- (3) The industrial User shall submit a progress report to the Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum,

whether or not it complied with the increment of progress, the reason for any delay and, if appropriate, the steps being taken by the industrial User to return to the established schedule.

(4) In no event shall more than nine months elapse between such progress reports to the Director.

(Ord. No. 6894, § 6.2, 6-7-1993)

Sec. 42-541. - Report on compliance with categorical pretreatment standard deadline.

Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any industrial User subject to such pretreatment standards and requirements shall submit to the Director a report containing the information described in section 42-475(a)(6), 42-475(a)(7) and 42-539(b)(2). For industrial Users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the industrial User's long term production rate. For all other industrial Users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the industrial User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with section 42-553. All sampling will be done in conformance with section 42-549.

(Ord. No. 6894, § 6.3, 6-7-1993)

Sec. 42-542. - Periodic compliance reports.

- (a) Any Significant Industrial User subject to a pretreatment standard shall, at a frequency determined by the Director but in no case less than twice per year (in June and December), or as otherwise required by the Director or his/her designee, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by such pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the Director or the pretreatment standard necessary to determine the compliance status of the User.
- (b) The City may authorize an Industrial User subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the Industrial User has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the Industrial User. [see 40 CFR 403.12(e)(2)] This authorization is subject to the following conditions:
  - (1) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical Standard and otherwise includes no process wastewater.
  - (2) The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than 5 years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit. See section 42-475(a)(8).

- (3) In making a demonstration that a pollutant is not present, the User must provide data from at least one sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.
  - (4) The request for a monitoring waiver must be signed in accordance with section 42-292, and include the certification statement in 42-553(a) (40 CFR 403.6(a)(2)(ii)).
  - (5) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.
  - (6) Any grant of the monitoring waiver by the Director must be included as a condition in the User's permit. The reasons supporting the waiver and any information submitted by the User in its request for the waiver must be maintained by the Director for three (3) years after expiration of the waiver.
  - (7) Upon approval of the monitoring waiver and revision of the User's permit by the Director, the Industrial User must certify on each report with the statement in 42-553(b) below, that there has been no increase in the pollutant in its wastestream due to activities of the Industrial User.
  - (8) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the User's operations, the User must immediately: Comply with the monitoring requirements of section 42-542(a), or other more frequent monitoring requirements imposed by the Director, and notify the Director.
  - (9) This provision does not supersede certification processes and requirements established in categorical pretreatment standards, except as otherwise specified in the categorical pretreatment standard.
- (d) All periodic compliance reports must be signed and certified in accordance with section 42-553.
- (e) All wastewater samples must be representative of the industrial User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of an industrial User to keep its monitoring facility in good working order shall not be grounds for the industrial User to claim that sample results are unrepresentative of its discharge.
- (f) If an industrial User subject to the reporting requirement in and of this section monitors any pollutant more frequently than required by the POTW, using the procedures prescribed in section 42-549 the results of this monitoring shall be included in the report.

(Ord. No. 6894, § 6.4, 6-7-1993)

#### Sec. 42-543. - Report of changed conditions.

Each industrial User is required to notify the Director of any planned significant changes to the industrial User's operations or system which might alter the nature, quality or volume of its wastewater at least thirty (30) days before the change.

- (a) The Director may require the industrial User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under section 42-475.
- (b) The Director may issue a wastewater discharge permit under section 42-477 or modify an existing wastewater discharge permit under section 42-508.

(Ord. No. 6894, § 6.5, 6-7-1993)

Sec. 42-544. - Reports of potential problems.

- (a) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load which may cause potential problems for the POTW (including a violation of the prohibited discharge standards in section 42-416), it is the responsibility of the industrial User to immediately telephone and notify the Director of the incident. This notification shall include the location of discharge, type of waste, concentration and volume, if known, and corrective actions taken by the industrial User.
- (b) Within five days following such discharge, the industrial User shall, unless waived by the Director, submit a detailed written report describing the cause of the discharge and the measures to be taken by the industrial User to prevent similar future occurrences. Such notification shall not relieve the industrial User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the industrial User of any fines, civil penalties, or other liability which may be imposed by this subdivision.
- (c) A notice shall be permanently posted on the industrial User's bulletin board and other prominent place advising employees whom to call in the event of a discharge described in subsection (a) of this section. Employers shall ensure that all employees, who may cause or suffer such a discharge to occur, are advised of the emergency notification procedure.
- (d) Significant Industrial Users are required to notify the Director immediately of any changes at its facility affecting the potential for a Slug Discharge.

(Ord. No. 6894, § 6.6, 6-7-1993)

[Reserved](Ord. No. 6894, § 6.7, 6-7-1993)

Sec. 42-546. - Notice of violation; repeat sampling and reporting.

If sampling performed by an User indicates a violation, the industrial User must notify the Director within 24 hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within 30 days after becoming aware of the violation. The industrial User is not required to resample if the City performs monitoring at the industrial User's at least once a month, or if the City performs sampling between the industrial User's initial sampling and when the industrial User receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the Industrial User.

(Ord. No. 6894, § 6.8, 6-7-1993)

Sec. 42-547. - Notification of the discharge of hazardous waste.

- (a) Any User who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and state hazardous waste authorities in writing of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than ten kilograms of such waste per calendar month to the POTW,



the notification shall also contain the following information to the extent such information is known and readily available to the industrial User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following 12 months. All notifications must take place no later than 180 days after the discharge commences. Any notification under this subsection need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under section 42-543. The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements of sections 42-539, 42-541, and 42-542.

- (b) Dischargers are exempt from the requirements of subsection (a) of this section during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than 15 kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a onetime notification. Subsequent months during which the industrial User discharges more than such quantities of any hazardous waste do not require additional notification.
- (c) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the industrial User must notify the POTW, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.
- (d) In the case of any notification made under this section, the industrial User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- (e) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this subdivision, a permit issued thereunder, or any applicable federal and state law.

(Ord. No. 6894, § 6.9, 6-7-1993)

#### Sec. 42-548. - Analytical requirements.

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses must be performed by using validated analytical methods or any other applicable sample and analytical procedures, including procedures suggested the Director or in accordance with procedures approved by the EPA.

(Ord. No. 6894, § 6.10, 6-7-1993)

#### Sec. 42-549. - Sample collection.

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

- (a) Except as indicated in Section (b) and (c) below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Director or designee. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits.
- (b) Samples for oil and grease, temperature, pH, cyanide, phenols, toxicity, sulfides, and volatile organic chemicals must be obtained using grab collection techniques.
- (c) For sampling required in support of baseline monitoring and 90-day compliance reports required in sections 42-539 and 42-541[40 CFR 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Director or designee may authorize a lower minimum. For the reports required by paragraphs section 42-542 (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable pretreatment standards and requirements

(Ord. No. 6894, § 6.11, 6-7-1993)

Sec. 42-550. - Determination of noncompliance.

The Director may use a grab sample to determine noncompliance with pretreatment standards.

(Ord. No. 6894, § 6.12, 6-7-1993)

Sec. 42-551. – Date of Receipt of Reports.

Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility served by the U.S. Postal Service, the date of receipt of the report shall govern.

(Ord. No. 6894, § 6.13, 6-7-1993)

Sec. 42-552. - Record keeping.

Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under section 42-419(b). Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who

performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the Director.

(Ord. No. 6894, § 6.14, 6-7-1993)

#### Secs. 42-553 Certification Statements

- (a) **Certification of Permit Applications, User Reports and Initial Monitoring Waiver**—The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Section 42-476; Users submitting baseline monitoring reports under section 42-539(b)(5); Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under section 42-541; Users submitting periodic compliance reports required by section 42-542 a–d, and Users submitting an initial request to forego sampling of a pollutant on the basis of Section 42-542(b)(4). The following certification statement must be signed by an Authorized Representative as defined in section 42-292:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

- (b) **Annual Certification for Non-Significant Categorical Industrial Users**—A facility determined to be a Non Significant Categorical Industrial User by the Director pursuant to 42-292 and 42-476(c) must annually submit the following certification statement signed in accordance with the signatory requirements in 1.4 C. This certification must accompany an alternative report required by the Director:

(1) Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR \_\_\_\_, I certify that, to the best of my knowledge and belief that during the period from \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_ [months, days, year]:

(a) The facility described as \_\_\_\_\_ [facility name] met the definition of a Non Significant Categorical Industrial User as described in 42-292; [Note: See 40 CFR 403.3(v)(2)]

(2) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and (c) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

(3) This compliance certification is based on the following information.

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(c) Certification of Pollutants Not Present

Users that have an approved monitoring waiver based on section 42-542(b) must certify on each report with the following statement that there has been no increase in the pollutant in its wastestream due to activities of the User.

Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR \_\_\_\_\_ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of \_\_\_\_\_ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under section 42-542(a).

Secs. 42-554—42-578. - Reserved.

Subdivision VII. - Compliance Monitoring

Sec. 42-579. - Inspection and sampling.

The Director shall have the right to enter the facilities of any industrial User to ascertain whether the purpose of this subdivision, and any permit or order issued hereunder, is being met and whether the industrial User is complying with all requirements thereof. Industrial Users shall allow the Director or his representatives ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- (a) Where an industrial User has security measures in force which require proper identification and clearance before entry into its premises, the industrial User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Public Utilities Director, state, and EPA will be permitted to enter without delay, for the purposes of performing their specific responsibilities.
- (b) The Director shall have the right to set up on the industrial User's property, or require installation of, such devices as are necessary to conduct sampling or metering of the User's operations.
- (c) The Director may require the industrial User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the industrial User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated annually to ensure their accuracy.
- (d) Any temporary or permanent obstruction to safe and easy access to the industrial facility to be inspected or sampled shall be promptly removed by the industrial User at the written or verbal request of the Director and shall not be replaced. The costs of clearing such access shall be borne by the industrial User.
- (e) Unreasonable delays in allowing Director access to the industrial User's premises shall be violation of this subdivision.

(Ord. No. 6894, § 7.1, 6-7-1993)

Sec. 42-580. - Search warrants.

If the Director has been refused access to a building, structure or property or any part thereof, and has demonstrated probable cause to believe that there may be a violation of this subdivision or that there is a need to inspect as part of a routine inspection program of the City designed to verify compliance with this subdivision or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then upon application by the City attorney, the associate division court judge shall issue a search or seizure warrant describing therein the specific location subject to the warrant. The warrant shall specify what, if anything, may be searched or seized on the property described. Such warrant shall be served at reasonable hours by the Director in the company of a uniformed police officer of the City. In the event of an emergency affecting public health and safety, inspections shall be made without the issuance of a warrant.

(Ord. No. 6894, § 7.2, 6-7-1993)

Secs. 42-581—42-606. - Reserved.

Subdivision VIII. - Confidential Information

Sec. 42-607. - Information available to the public.

Information and data on an industrial User obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from Director's inspection and sampling activities, shall be available to the public without restriction, unless the industrial User specifically requests, and is able to demonstrate to the satisfaction of the Director, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets under applicable state law. When requested and demonstrated by the industrial User furnishing a report that such information should be held confidential, the portions of a report that might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

(Ord. No. 6894, § 8, 6-7-1993)

Secs. 42-608—42-633. - Reserved.

Subdivision IX. - Publication of Industrial Users in Significant Noncompliance

Sec. 42-634. - List to be published annually.

The Director shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the City, a list of the industrial Users which, during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term Significant Noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs (c), (d), or (h) of this section and shall mean:

- (a) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all the wastewater measurements taken for the same pollutant parameter taken during a six-month

period exceeds (by any amount) a numeric Pretreatment Standard or Requirement, including Instantaneous Limit, as defined in Division 5, Subdivision II;

- (b) Technical review criteria (TRC) violations, defined here as those in which 33 percent or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils, and grease, and 1.2 for all other pollutants except pH);
- (c) Any other discharge violation of a Pretreatment Standard or Requirement as defined by Division 5, Subdivision II (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard), that the Director believes has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of City personnel or the general public;
- (d) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Director's exercise of its emergency authority to halt or prevent such a discharge;
- (e) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- (f) Failure to provide, within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, 90 day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- (g) Failure to accurately report noncompliance;
- (h) Any other violation, which may include Best Management Practices, which the Director determines will adversely affect the operation of implementation of the local pretreatment program.

(Ord. No. 6894, § 9, 6-7-1993)

Secs. 42-635—42-660. - Reserved.

#### Subdivision X. - Administrative Enforcement Remedies

##### Sec. 42-661. - Notification of violation.

Whenever the Director finds that any User has violated or is violating this subdivision, a wastewater discharge permit or order issued hereunder, or any other pretreatment requirement, the Director or his agent may serve upon the User a written notice of violation. Within 15 days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the Director. Submission of this plan in no way relieves the industrial User of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the Director to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

(Ord. No. 6894, § 10.1, 6-7-1993)

##### Sec. 42-662. - Consent orders.

The Director is hereby empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such orders will include specific action to be taken by the User to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as the administrative orders issued pursuant to sections 42-664 and 42-665 and shall be judicially enforceable.

(Ord. No. 6894, § 10.2, 6-7-1993)

Sec. 42-663. - Show cause hearing.

The Director may order any User which causes or contributes to violations of this subdivision, wastewater discharge permits, or orders issued hereunder, or any other pretreatment standard or requirement, to appear before the Director and show cause why a proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least 14 days prior to the hearing. Such notice may be served on any authorized representative of the User. Whether or not the User appears as ordered, immediate enforcement action may be pursued following the hearing date. Such notice may be served on any Authorized Representative of the User as defined in section 42-292 and required by section 42-475(a). A show cause hearing shall not be a prerequisite for taking any other action against the User.

(Ord. No. 6894, § 10.3, 6-7-1993)

Sec. 42-664. Compliance orders.

When the Director finds that a User has violated or continues to violate the subdivision, wastewater discharge permits or orders issued hereunder, or any other pretreatment standard or requirement, he may issue an order to the User responsible for the discharge directing that the User come into compliance within five days. If the User does not come into compliance within 30 days, sewer service shall be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders may also contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a federal pretreatment standard or requirement, nor does a compliance order release the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a prerequisite to taking any other action against the User.

(Ord. No. 6894, § 10.4, 6-7-1993)

Sec. 42-665. Cease and desist orders.

When the Director finds that a User is violating this subdivision, the User's wastewater discharge permit, any order issued hereunder, or any other pretreatment standard or requirement, or that the User's past violations are likely to recur, the Director may issue an order to the User directing it to cease and desist all such violations and directing the User to:

- (1) Immediately comply with all requirements.



- (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations or terminating the discharge. Issuance of a cease and desist order shall not be a prerequisite to taking any other action against the User.

(Ord. No. 6894, § 10.5, 6-7-1993)

Sec. 42-666. - Administrative fines.

- (a) Notwithstanding any other section of this subdivision, any User that is found to have violated any provision of this subdivision, its wastewater discharge permit, and orders issued hereunder, or any other pretreatment standard or requirement shall be fined in an amount not to exceed \$500.00. Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long term average discharge limits, fines shall be assessed for each day during the period of violation.
- (b) Assessments may be added to the User's next scheduled sewer service charge and the Director shall have such other collection remedies as may be available for other service charges and fees.
- (c) Unpaid charges, fines, and penalties shall, after 30 calendar days, be assessed an additional penalty of percent five percent (5%) of the unpaid balance and interest shall accrue thereafter at a rate of one percent (1%) per month. A lien against the individual User's property will be sought for unpaid charges, fines, and penalties.
- (d) Users desiring to dispute such fines must file a written request for the Director to reconsider for the fine along with full payment of the fine amount within 30 days of being notified of the fine. Where a request has merit, the Director shall convene a hearing on the matter within 20 days of receiving the request from the industrial User. In the event the User's appeal is successful, the payment together with an interest accruing thereto shall be returned to the industrial User. The Director may add the costs of preparing administrative enforcement actions such as notices and orders to the fine.
- (e) Issuance of an administrative fine shall not be a prerequisite for taking any other action against the User.

(Ord. No. 6894, § 10.6, 6-7-1993)

Sec. 42-667. - Emergency suspensions.

- (a) The Director may immediately suspend a User's discharge (after informal notice to the User) whenever such suspension is necessary in order to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Director may also immediately suspend a User's discharge (after notice and opportunity to respond) that threatens to interfere with the operation of the POTW, or which presents or may present an endangerment to the environment.
  - (1) Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Director shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Director shall allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the City that the period of endangerment has passed, unless the termination proceedings set forth in section 42-668 are initiated against the User.

- (2) A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent any future occurrence to the Director, prior to the date of any show cause or termination hearing under sections 42-663 and 42-667.
- (b) Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

(Ord. No. 6894, § 10.7, 6-7-1993)

Sec. 42-668. - Termination of discharge.

- (a) In addition to those provisions in section 42-510, any User that violates the following conditions of this subdivision, wastewater discharge permits, or orders issued hereunder, is subject to discharge termination:
- (1) Violation of wastewater discharge permit conditions.
  - (2) Failure to accurately report the wastewater constituents and characteristics of its discharge.
  - (3) Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge.
  - (4) Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring or sampling.
  - (5) Violation of the pretreatment standards in section 42-416.
- (b) Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under section 42-663 why the proposed action should not be taken.

(Ord. No. 6894, § 10.8, 6-7-1993)

Secs. 42-669—694. - Reserved.

Subdivision XI. - Judicial Enforcement Remedies

Sec. 42-695. - Injunctive relief.

Whenever a User has violated a pretreatment standard or requirement or continues to violate the provisions of this subdivision, wastewater discharge permits or orders issued hereunder, or any other pretreatment requirement, the Director may petition the Randolph County Circuit Court through the City's attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this subdivision on activities of the industrial User. Such other action as appropriate for legal or equitable relief may also be sought by the Director. A petition for injunctive relief need not be filed as a prerequisite to taking any other action against a User.

(Ord. No. 6894, § 11.1, 6-7-1993)

Sec. 42-696. - Civil penalties.

- (a) A User which has violated or continues to violate this subdivision, any order or wastewater discharge permit hereunder, or any other pretreatment standard or requirement, shall be liable to the City for a

maximum civil penalty of \$500.00 per violation per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

- (b) The Director may recover reasonable attorney's fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.
- (c) In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.
- (d) Filing a suit for civil penalties shall not be a prerequisite for taking any other action against a User.

(Ord. No. 6894, § 11.2, 6-7-1993)

Sec. 42-697. - Criminal prosecution.

- (a) Any User that willfully or negligently violates any provision of this subdivision, any orders or wastewater discharge permits issued hereunder, or any other pretreatment requirement, shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than \$500.00 per violation per day or imprisonment for not more than six months or both.
- (b) Any User that willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of at least \$500.00 or be subject to imprisonment for six months. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.
- (c) Any User that knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other documentation filed, or required to be maintained, pursuant to this subdivision, wastewater discharge permit or order, or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this subdivision shall, upon conviction, be punished by a fine of not more than \$500.00 per violation per day or imprisonment for not more than six months or both.
- (d) In the event of a second conviction, a User shall be punished by a fine of not more than \$500.00 per violation per day or imprisonment for not more than one year, or both.

(Ord. No. 6894, § 11.3, 6-7-1993)

Sec. 42-698. - Remedies nonexclusive.

The provisions in subdivisions IX through XII of this division are not exclusive remedies. The Director reserves the right to take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan. However, the Director reserves the right to take other action against any User when the circumstances warrant. Further, the Director is empowered to take more than one enforcement action against any noncompliant User. These actions may be taken concurrently.

(Ord. No. 6894, § 11.4, 6-7-1993)

Secs. 42-699—42-723. - Reserved.

## Subdivision XII. - Supplemental Enforcement Action

### Sec. 42-724. – Penalties for Late Reports

A penalty of twenty-five dollars (\$25) may be assessed to any User for each day that a report required by this ordinance, a permit or order issued hereunder is late, beginning five days after the date of the report is due. Actions taken by the Director to collect late reporting penalties shall not limit the Director's authority to initiate other enforcement actions that may include penalties for late reporting violations.

### Sec. 42-725. - Performance bonds.

The Director may decline to issue or reissue a wastewater discharge permit to any User which has failed to comply with the provisions of this subdivision, any orders, or a previous wastewater discharge permit issued hereunder, unless such User first files a satisfactory bond, payable to the City, in a sum not to exceed a value determined by the Director to be necessary to achieve consistent compliance.

(Ord. No. 6894, § 12.1, 6-7-1993)

### Sec. 42-726. - Water supply severance.

Whenever a User has violated or continues to violate the provisions of this subdivision, orders, or wastewater discharge permits issued hereunder, water service to the User may be severed. Service will only recommence, at the User's expense, after it has satisfactorily demonstrated its ability to comply.

(Ord. No. 6894, § 12.2, 6-7-1993)

### Sec. 42-727. - Payment of Outstanding Fees and Penalties

The Director or designee may decline to issue or reissue an individual wastewater discharge permit to any User who has failed to pay any outstanding fees, fines or penalties incurred as a result of any provision of this ordinance, a previous individual wastewater discharge permit or order issued hereunder.

### Secs. 42-728—42-753. - Reserved.

## Subdivision XIII. - Affirmative Defenses to Discharge Violations

### Sec. 42-754. - Upset.

- (a) For the purposes of this section, the term "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the industrial User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- (b) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of subsection (c) of this section are met.
- (c) An industrial User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- (1) An upset occurred and the industrial User can identify the cause of the upset;
- (2) The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures;
- (3) The industrial User has submitted the following information to the POTW and treatment plant operator within 24 hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days):
  - a. A description of the indirect discharge and cause of noncompliance;
  - b. The period on noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue;
  - c. Steps being taken or planned to reduce, eliminate and prevent recurrence of the non-compliance.
- (d) In any enforcement proceeding, the industrial User seeking to establish the occurrence of an upset shall have the burden of proof.
- (e) Industrial Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.
- (f) The industrial User shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

(Ord. No. 6894, § 13.1, 6-7-1993)

#### Sec. 42-755. – Prohibited Discharge Standards

An industrial User shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in section 42-416 if it can prove that it did not know or have reason to know that its discharge, along or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- (a) A local limit exists for each pollutant discharged and the industrial User was in compliance with each limit directly prior to, and during the pass through or interference; or
- (b) No local limit exists, but the discharge did not change substantially in nature or constituents from the User's prior discharge when the City was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

(Ord. No. 6894, § 13.2, 6-7-1993)

#### Sec. 42-756. - Bypass.

- (a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
  - (1) *Bypass* means the intentional diversion of wastestreams from any portion of an industrial User's treatment facility.

- (2) *Severe property damage* means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- (b) A User may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to ensure efficient operation. These bypasses are not subject to the provision of subsections (c) and (d) of this section.
- (c) If an industrial User knows in advance of the need for a bypass, it shall submit prior notice to the POTW, at least ten (10) days before the date of the bypass, if possible. An industrial User shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the POTW within 24 hours from the time it becomes aware of the bypass. A written submission shall also be provided within five days of the time the industrial User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The POTW may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.
- (d) Bypass is prohibited, and the POTW may take enforcement action against an industrial User for a bypass, unless:
- (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
  - (2) There was no feasible alternative to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
  - (3) The industrial User submitted notices as required under subsection (c) of this section.
- (e) The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in subsection (d) of this section.

#### Subdivision XIV: Wastewater Treatment Rates [Reserved]

(Ord. No. 6894, § 13.3, 6-7-1993)

Secs. 42-757—42-822. - Reserved.

Secs. 42-823—42-837. - Reserved.

#### DIVISION 6. - RATES, CHARGES AND COST RECOVERY

Sec. 42-838. - Review of sewer rates; disposition of funds.

- (a) The sewer rates will be reviewed every two years and revised as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and that the system continues to provide for the proportional distribution of operation and maintenance including replacement costs among Users and User classes. A portion of the total sewer User charge

shall be designated for operation and maintenance, including replacement purposes, and shall be deposited in a separate nonlapsing fund known as the operation, maintenance and replacement fund and will be kept in two primary accounts as follows:

- (1) An account designated for the specific purpose of defraying operation and maintenance costs of the treatment works (operation and maintenance account).
- (2) An account designated for the specific purpose of ensuring replacement needs over the useful life of the treatment works (replacement account). Deposits in the replacement account shall be made annually from the operation, maintenance and replacement revenue in the amount of \$8,575.00.

(Code 1965, § 30-25.1; Code 1987, § 28-97)

Sec. 42-839. - Pretreatment charges and fees.

The City may adopt reasonable charges and fees for reimbursement of costs of setting up and operating the City's pretreatment program which may include:

- (a) Fees for wastewater discharge permit applications, including the cost of processing such applications.
- (b) Fees for monitoring, inspection, and surveillance procedures, including the cost of collection and analyzing an industrial User's discharge, and reviewing monitoring reports submitted by industrial Users.
- (c) Fees for reviewing and responding to accidental discharge procedures and construction.
- (d) Fees for filing appeals.
- (e) Fees to recover administrative and legal costs (not included in Section 42-439(b)) associated with enforcement activity taken by the Director to address IU noncompliance.
- (f) Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this subdivision and are separate from all other fees, fines and penalties chargeable by the City.

(Ord. No. 6894, § 15.1, 6-7-1993)



# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #11.

Department: Public Utilities

Date: October 16, 2023

**Agenda Item:** A Resolution Approving The Granting Of An Access Easement To KOSH II.

**Summary:** The city requires access to the property. Attached is the access easement for the KO Storage facility located at 1245 Huntsville Rd. The City of Moberly owns a parcel at 1600 Huntsville Rd. (07-7.0-35.0-2.0-000-002.001) that has a sewer lift station and the access driveway into the storage facility goes through the east side of this city property. The driveway has been used as such for several years, but no one ever addressed that there was not an easement for it. Crockett Engineering did the site plan and prepared the easement.

**Recommended Action:** Direct staff to present a resolution at the next regularly scheduled council meeting.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

### Roll Call

Aye    Nay

#### Mayor

M\_\_\_ S\_\_\_ **Brubaker**    \_\_\_    \_\_\_

#### Council Member

M\_\_\_ S\_\_\_ **Lucas**    \_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**    \_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Jeffrey**    \_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Kyser**    \_\_\_    \_\_\_

Passed    Failed

City of



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## MEMO

To: Shannon Hance  
From: Dana Ulmer  
Cc: File  
Date: 10-11-23  
Re: KO Storage Easement

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Attached is the access easement for the KO Storage facility located at 1245 Huntsville Rd. The City of Moberly owns a parcel at 1600 Huntsville Rd. (07-7.0-35.0-2.0-000-002.001) that has a sewer lift station and the access driveway into the storage facility goes through the east side of this city property. The driveway has been used as such for several years, but I guess no one ever addressed that there was not an easement for it. Crockett Engineering did the site plan and prepared the easement.

**GRANT OF EASEMENT FOR ACCESS (DRIVEWAY)**

KNOW ALL MEN BY THESE PRESENTS:

That the City of Moberly, Missouri, (hereinafter referred to as “**Grantor**”), with a mailing address of 101 West Reed Street, Moberly, MO 65270, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid and delivered by KOSF II – Moberly, LLC, a Delaware limited liability company, (hereinafter designated as “**Grantee**”), the receipt of which is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, a perpetual easement for ingress and egress purposes to and from a public right of way over the following described real estate owned by the Grantor, situated in the County of Randolph, State of Missouri, to wit (hereinafter referred to as the “**Property**”):

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 54 NORTH, RANGE 14 WEST, MOBERLY, RANDOLPH COUNTY, MISSOURI AND BEING PART OF LOT 2 OF RILEY INDUSTRIAL PARK, SECOND ADDITION, RECORDED IN BOOK B, VOLUME 6, PAGE 28 AND BEING DESCRIBED IN THE DEED RECORDED IN BOOK 77M, PAGE 115 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, AND WITH THE SOUTH LINE THEREOF, N 64°56'00"E, 306.44 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID SOUTH LINE, SAID STRIP BEING 25.00 FEET WIDE AND LYING LEFT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE, N 24°57'40"W, 74.33 FEET TO THE NORTH LINE OF THE TRACT OF LAND DESCRIBED IN SAID DEED RECORDED IN BOOK 77M, PAGE 115 AND THE END OF THIS DESCRIBED LINE.

The purpose of this easement is to allow for Grantee to have access upon and through the Property.

The Grantor covenants, subject to liens and encumbrances of record at the date of this easement, that it is the owner of the Property and has the right and authority to make and execute this agreement.

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

**ACKNOWLEDGEMENT:**

CITY OF MOBERLY, MISSOURI

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

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

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

State of Missouri  
County of Randolph

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the City of Moberly, Missouri, to me known to be the person described in this instrument and acknowledged that they executed the same as their own free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said state the day and year in this certificate written above.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_