

**NOTICE OF OPEN MEETING & VOTE TO  
CLOSE PART OF THE MEETING  
A G E N D A  
COUNCIL MEETING  
City of Moberly  
City Council Room – Moberly City Hall  
101 West Reed Street  
October 16, 2023  
6:00 PM**

**Posted:**

**Roll Call**

**Recognition of Visitors**

1. Webelos Scouts, Cub Scout Pack 19, Dens 1 & 2. Flag Ceremony And Pledge Of Allegiance.

**Approval of Agenda**

**Approval of Minutes**

2. Approval Of The City Regular Council Meeting Minutes For October 2, 2023, and October 4, 2023, Special Council Meeting.

**Public Hearing and Receipt of Bids**

3. Receipt Of Proposal For In-Fill Housing.
4. Receipt Of Quotes For Fox Park Retention Basin.

**Consent Agenda**

5. A Resolution Approving A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W Reed Street And Authorizing The City Manager To Execute The Lease.
6. A Resolution Of The City Of Moberly, Missouri, Approving And Adopting The 2023 City Of Moberly, Missouri Loss Prevention Manual.
7. A Resolution Of The City Of Moberly, Missouri, Authorizing The Sale Of A 2007 Pierce Contender Fire Engine To The Sumner County Fire Protection District.
8. A Resolution Accepting The Bid Of Willis Bros., Inc And Ratifying The Installation Of A Twenty-Four Inch Standpipe At The Fox Park Retention Basin.
9. A Resolution Authorizing And Accepting A Change Order To The Agreement With Willis Bros., Inc., For The Sturgeon And Rollins Water Main Replacement Project.

**Ordinances & Resolutions**

10. An Ordinance Approving A Subdivision Improvement Agreement With Schnell Construction, LLC., For Dream Moore Falls.
11. An Ordinance Authorizing A Cooperative Agreement For Infill Development With R & D Properties, A Missouri Limited Liability Company.
12. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

**Official Reports**

13. Department Head Monthly Reports.

**Anything Else to Come Before the Council**

14. Public Comments.

**Adjournment**

15. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Legal, Real Estate, And A Negotiated Contract. §(610.021)(1,2,12) RSMo.

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

# City of Moberly

## City Council Agenda Summary

Agenda Number: #2.  
Department: City Clerk  
Date: October 16, 2023

**Agenda Item:** Approval Of The City Regular Council Meeting Minutes For October 2, 2023, and October 4, 2023, Special Council Meeting.

**Summary:** Please find minutes from the last regular meeting on 10/02, and special meeting 10/04, in the packet for review.

**Recommended**

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

**Fund Name:** N/A

**Account Number:** N/A

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

**ATTACHMENTS:**

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

**Roll Call**

**Aye**   **Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed      Failed





**MINUTES OF THE  
CITY OF MOBERLY, MISSOURI  
CITY COUNCIL MEETING  
October 2, 2023**

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

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

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

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

A motion was made by Kimmons and seconded by Kyser to approve the minutes of the September 18, 2023, Council meeting as presented. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeff Arp with MIRMA was present and presented a MIRMA Grant Update to the Council. A grant for the Police Department in the amount of \$10,875 was presented to Chief Link for reimbursement with the risk grant program for car cameras in the amount of \$3,375 and body cameras in the amount of \$7,500.

A request was received from Jeremy Kitchen to hold the annual 2023 Cowboys for Christmas Parade on November 4, 2023, beginning at 12:00 p.m. This is an annual event to benefit Randolph County area children. The parade will begin at the Lodge in Rothwell Park. The parade will travel from the lodge south on Rothwell Park Road, across the dam to Holman Road. Turn left onto Holman Road and travel north to Concannon St, turn right onto Concannon and travel east to Johnson St. then south to W Rollins St. Turn right onto W Rollins Street and travel west to College Ave, then left on College Ave and travel south to Fisk Ave. Turn right and travel west on Fisk Ave to Rothwell Park Road at the maintenance building, turn right and then return to the Lodge on Rothwell Park Road. The contact person is Jeremy Kitchen, 660-676-0634. Approximately 80 units are expected to participate. Those participants will be on horseback or riding in horse drawn conveyances. Six people are expected to be available to help with the parade along the route. A motion was made by Jeffrey and seconded by Kyser to approve the event. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A request was received from the Moberly VFW Post 2654 to hold the 2023 Veteran's Day parade on November 11, 2023, beginning at 11:00 a.m. The parade will be staged in the 600 block of Adams Street and west into the 700 and 800 block of W Reed Street. The parade will travel east on Reed Street from Adams Street and Johnson Street to Clark Street and Reed Street where it will turn south and disband in the 100 block of N Clark Street. The contact person is VFW Commander, Chris Wertz, 660-651-3869. Approximately 70 to 100 units are expected to participate. The VFW will have 5-10 volunteers assisting with the parade. The Moberly Police are requested to provide traffic control along the parade route. A motion was made by Kyser and seconded by Kimmons to approve the event. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The final design document from Arcturis for Wayfinding signage design was presented to the Council. This was informational and no action was taken.

**J Mattison Development** submitted a proposal for in-fill housing on 1029 Concannon Street and 1209 Concannon Street. A motion was made by Jeffrey and seconded by Lucas to accept the proposal. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bid was received for a new small spreader and small plow for a new 1-ton truck for the Public Works department: Sourcewell Contract Bid: \$15,615.58. A motion was made by Kimmons and seconded by Lucas to accept the bid. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bid was received for street striping: **Remole Coatings, LLC**: solid yellow lines, \$.68 per linear foot; solid white lines \$.66 per linear foot; dashed yellow lines, \$.68 per linear foot; crosswalks, \$125 each; bike lane emblems, \$45 each; intersection arrows, \$65 each; Handicap emblems, \$35 each; and lay out and striping, \$.85 per linear foot. A motion was made by Lucas and seconded by Kyser to accept the bid. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

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

**Bill No. R1529: "A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH MOBERLY HOLDING COMPANY"**

**Bill No. R1530 "A RESOLUTION AUTHORIZING THE PURCHASE OF A SNOWPLOW AND SPREADER FOR THE PUBLIC WORKS DEPARTMENT"**

**Bill No. R1531: "A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE PURCHASE OF BATTERY POWERED EXTRICATION TOOLS FROM DINGES FIRE COMPANY FOR THE MOBERLY FIRE DEPARTMENT"**

**Bill No. R1532: "A RESOLUTION ACCEPTING THE BID OF VANDEVANTER ENGINEERING/COGENT, INC FOR MAINTENANCE OF PUMP EQUIPMENT AT 7 BRIDGES ROAD LIFT STATION"**

**Bill No. R1533: "A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER'S FUNDING PROGRAMS FOR LOANS AND/OR GRANTS UNDER THE MISSOURI CLEAN WATER LAW (CHAPTER 644, RSMO)"**

**Bill No. R1534: "A RESOLUTION ACCEPTING THE PROPOSAL OF VEOLIA WATER TECHNOLOGIES TREATMENT SOLUTIONS USA, INC., FOR WASTE WATER TREATMENT PLANT UV SYSTEM MAINTENANCE AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF MOBERLY"**

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

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING TWO COOPERATIVE AGREEMENTS FOR INFILL DEVELOPMENT WITH J. MATTISON DEVELOPMENT, A MISSOURI LIMITED LIABILITY COMPANY"** and moved that the bill be read two times by title for passage. Jeffrey seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer, having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced **"A RESOLUTION ACCEPTING THE BID OF REMOLE'S COATINGS LLC FOR STREET STRIPING AND AUTHORIZING THE CITY MANAGER TO CONTRACT FOR SAID SERVICES ON BEHALF OF THE CITY OF MOBERLY, MISSOURI"** and made a motion for it to be read. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Kimmons to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN SEPTEMBER 15, 2023 AND SEPTEMBER 28, 2023, IN THE AMOUNT OF \$666,648.63"** and made a motion for it to be read. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Jeffrey to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Ricky Davidson of 1099 County Road 2310, Moberly, MO, was present and spoke to the Council on behalf of his business, Knuckled Up Promotions seeking utilization of the Moberly Municipal Auditorium for events. The Council asked Director of Parks and Recreation Troy Bock for the stance of the Park Board on the usage of the auditorium for these fighting events and Mr. Bock said that the Park Board was opposed to it in a 6-3 vote.

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

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

A closed session was held.

Mayor Brubaker reopened the meeting.

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

**Work Session**The Following Was Discussed At The Work Session:

Approval Of A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W. Reed Street.

Discussion Of Donation Of Parking Lots On West Rollins.

Receipt Of Proposal For In-Fill Housing.

A Change Order #3 For Sturgeon, Fisk And Homestead That Was Combined With The Sturgeon And Rollins Water Main Replacement Agreement.

Receipt Of Quotes For Fox Park Retention Basin.

A Resolution Adopting An Update Of The City's Loss Control Manual.

A Request To Authorize The Interim City Manager To Complete A Sales Transaction For The 2007 Pierce Contender To The Sumner Fire Protection District For \$60,000.00.



**MINUTES OF THE  
CITY OF MOBERLY, MISSOURI  
CITY COUNCIL MEETING  
October 4, 2023**

The Moberly City Council met in a special session at 11:00 a.m. in the City Hall Council Chambers, 101 West Reed Street, Moberly, MO, with Mayor Brubaker presiding.

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

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

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

Jeffrey introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LOCAL GOVERNMENT CERTIFICATION ENDORSING A NEIGHBORHOOD ASSISTANCE ACT TAX CREDIT APPLICATION ON BEHALF OF THE GENERAL OMAR BRADLEY MEMORIAL, LIBRARY, AND MUSEUM, INC."** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, and Kimmons. Nays: none. Absent: Kyser. Sarah Graff with Congressman Sam Graves' office was present and spoke to the Council about the grant project. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, and Kimmons. Nays: none. Absent: Kyser.

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

# City of Moberly

## City Council Agenda Summary

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

#3.

Department: Community Development

Date: October 16, 2023

**Agenda Item:** Receipt Of Proposal For In-Fill Housing.

**Summary:** Attached is the proposal that was received on September 25, 2023, for the in-fill housing at 1032 Franklin St. from R&D Properties.

**Recommended**

**Action:** Accept this proposal.

**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 <u>Proposal</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

***In-Fill Development Proposal | 1032 Franklin Street, Moberly, Missouri***

R&D Properties, LLC is submitting this proposal for in-fill housing development on three lots located at 1032 Franklin Street. Below are examples of the potential housing designs we are proposing for the lots if our proposal is accepted/approved.



Elevations for 1032 Franklin Street, Moberly, MO.



Proposed plans for this location are in the range of 950 – 1000 sq ft

R&D Properties believes the proposed housing structures meet the character of the neighborhood (scale, setback, stories) and comply with zoning requirements. Therefore, we would like to begin work in 2024 to get these homes for re-sale purposes, **not for rental**, underway. There are currently four (4) lots at 1032 Franklin Street, but only three (3) of the four (4) are buildable based on the topography. We are proposing to build three (3) houses on the three (3) buildable lots, which will exclude building a structure on the west most lot of the subject tract. Due to lack of buildable ground on all four (4) lots located at 1032 Franklin Street, alongside the need to gain access to sewer / water off of West End Place, we are seeking your consideration for a variance on the deposits for the unbuildable lots. Lastly, as part of the scope of this proposal, we would request participation in the sidewalk/curb cost share program for all associated properties within the plan.

**Due to utilities being on West End Place, we are requesting (all inclusively) the following lots as part of this proposal:**

1032 Franklin Street ( Lots 15, 16, 17, 18 )  
 West End Place ( Lots 10, 12 | North side of West End Place )  
 1041 West End Place  
 1042 West End Place  
 1043 West End Place

We are proposing to acquire the above-mentioned lots in order to gain access to water/sewer as well as to secure additional lots for possible future development. We will likely have a development plan for the West End Place lots within the next 24 months. Once a plan has been developed, we will initiate conversations and present a full project plan to the City of Moberly for the West End Place lots.

R&D Properties would contract with Squibb Custom Homes to build the structures at 1032 Franklin Street as well as various other in-fill projects throughout Moberly, MO. Squibb Custom Homes is a licensed contractor registered with the City of Moberly as per the City's requirements and would complete the work using trades (including electrical and plumbing contractors) primarily from the Hannibal, MO area.

Both R&D Properties and/or Squibb Custom Homes have pursued and successfully completed multiple:

1. New Construction Homes [ Texas | Missouri ]
2. Remodels / Renovations [ Texas | Missouri | Oklahoma ]
3. Development Plans [ Missouri ]

The projected start date for construction on the above-mentioned lots are anticipated to be mid-2024, and the timeline for completion is approximated to take 9-10 weeks after initiating construction.

The estimated end value/sales price for the homes we are proposing for 1032 Franklin Street are estimated to range from \$149,000 - \$169,000.

R&D Properties is grateful for the opportunity to provide this proposal and would appreciate your consideration for approval.

Should you have questions, I have included my contact information below.

Respectfully,  
 Ray & Diane Magruder  
 R&D Properties, LLC  
 Cell: 660.651.6911  
 Visit Us On Facebook: [Facebook](#)  
 Website: [RandDProperties.com](http://RandDProperties.com)  
 E-Mail: [RandDPropertyDevelopment@GMail.com](mailto:RandDPropertyDevelopment@GMail.com)





I have prepared a diagram that depicts the lots that R&D is talking about in their proposal and wanted to cover some of the thoughts here.

The Blue lots are what are being proposed for immediate development, the red lot is not buildable. The Yellow lots are City owned lots, but are overgrown and have a few terrible surrounding houses making it unreasonable to build new housing across from at this time. The sanitary sewer line also runs through the back of the West End lots vs. in the Alley r/w. It will make it much easier for construction and future access if they own those lots. All of the lots would be eligible for the City sidewalk cost share agreement.

I am recommending a development agreement on the yellow lots that would give R&D access for all utilities and 24 month to come up with a development plan to either acquire more of the surrounding properties to clean up and develop the area or the development agreement would terminate and lots would remain with the City. If they are unable to produce a satisfactory development plan for the West End lots within the 24 months, R&D would retain utility connection easement for the houses on Franklin St.

They would only be bonding the 3 buildable lots on Franklin St. at this time for \$3,000, and a \$1,000 bond for the whole of the yellow lots.

**COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT**

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ( the “Effective Date”) by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the “City”) and R&D Properties, a Missouri Limited Liability Company, having a business office at 2745 County Road 1430, Cairo, Missouri, 65239 (the “Developer”).

**RECITALS**

- A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City’s economic development goals and improve property values in the area where the Property is located.
- B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer’s promise to expend the Developer’s funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

**ARTICLE I.  
THE PROPERTY AND CONSTRUCTION**

- Section 1.1. Conveyance of the Property.** Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer’s agreement to construct a residence in conformance with building plans submitted and approved by the City.
- Section 1.2. The Property.** The Property shall mean the generally vacant and unimproved lots legally described as Lots Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18), Block Two (2), in Tannehills Third (3rd) Addition of Moberly, Randolph County, Missouri or more commonly known as 1032 Franklin Street.
- Section 1.3. Construction.** The Developer shall deposit \$1,000.00 (the “deposit”) within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

## ARTICLE II. CONVEYANCE AGREEMENT

**Section 2.1. Transfer of the Property.** Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

**Section 2.2. Deed.** The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

**Section 2.3. Events of Closing.**

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

**Section 2.4. Real Estate Brokers.** The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

### **ARTICLE III BREACH**

**Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive.** In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

**Section 3.2.** To cure any default on the part of the developer in failing to complete the construction of the structure as provided herein or any other provision of Section 1.3 above, the developer has executed a quit claim deed in favor of the city which shall be recorded in the land records of Randolph County restoring title to the City of Moberly in the property previously deeded to developer pursuant to this Agreement. Prior to the city recording this quit claim it shall provide the developer with a 45 day Notice of its substantial non-compliance with this agreement. If developer cures its non-compliance within the 45 day Notice period then the deed shall not be recorded.

The executed quit claim deed will be held by the City until such time as an Occupancy Permit has been issued by the city for the structure. Thereafter the quit claim deed shall be destroyed.

### **ARTICLE IV MISCELLANEOUS PROVISIONS**

**Section 4.1. No Assignment.** Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

**Section 4.2. Term of Agreement.** This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

**Section 4.3. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:



City: City of Moberly  
Attention: Tom Sanders Moberly, Missouri 65270

Developer: R & D Properties  
2745 County Road 1430 Cairo, Missouri 65239

**Section 4.4. Choice of Law; Venue; Waiver of Objections.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

**Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions.** The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

**Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited.** Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

**Section 4.7. Deposit Refund.** Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

**Section 4.8. Execution in Counterparts.** Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CITY OF MOBERLY**

By: \_\_\_\_\_  
Randall D. Thompson, City Manager

**ATTEST:**

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

## DEVELOPER

By: \_\_\_\_\_  
R&D Properties

## ACKNOWLEDGEMENTS

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me appeared Randall Thompson, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

Seal:

STATE OF MISSOURI     )  
                             )SS  
COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me appeared R&D Properties, to me personally known, who being by me first sworn, did say that s/he is the Manager/Member of R&D Properties, and that said instrument was signed on behalf of said LLC by authority of the LLC and s/he acknowledged said instrument to be the free act and deed of said LLC.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

Seal:

# City of Moberly City Council Agenda Summary

Agenda Number: #4.

Department: Public Works

Date: October 16, 2023

**Agenda Item:** Receipt Of Quotes For Fox Park Retention Basin.

**Summary:** Prices ranged from \$2,000 to \$12,000, and while the upper prices ones have some additional features, such as a concrete base/pad and some seeding, we were looking for the baseline to get the job done on a \$0 budget. The proposal from Willis Brothers while lacking the small concrete pad, is significantly less expensive even if they added the pad. As Public Works agreed to fund this stormwater project in a park facility, I am willing to pay up to the \$2,000 to try and make this a more attractive/functional retention basin vs. the current weedy, hard to maintain detention basin.

The 24" existing outfall pipe has not experienced any significant detention, even when we had the 6.5" rainfall. The proposed standpipe will still have a 24" intake to let water leave at a reduced rate from the 36" outlet that discharges into the basin. There are several feet of freeboard remaining above the standpipe and the overflow discharges to the same channel as the outlet pipe. Based on existing rainfall events, there is no anticipated impact for at least a 25-year rainfall event.

They have installed the standpipe, but as they were starting, I was concerned with the layout of having an 8' tall piece of ADS freestanding in the pond with potential ice heave. We installed a steel brace pipe but also wanted some blocking under the elbow to brace it. That was the concrete (\$500) add on.

## Recommended

**Action:** Accept this quote

**Fund Name:** Street CIP Contracted Services

**Account Number:** 601.000.5406

**Available Budget \$:** 75,000.00

## ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input 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**      \_\_\_      \_\_\_

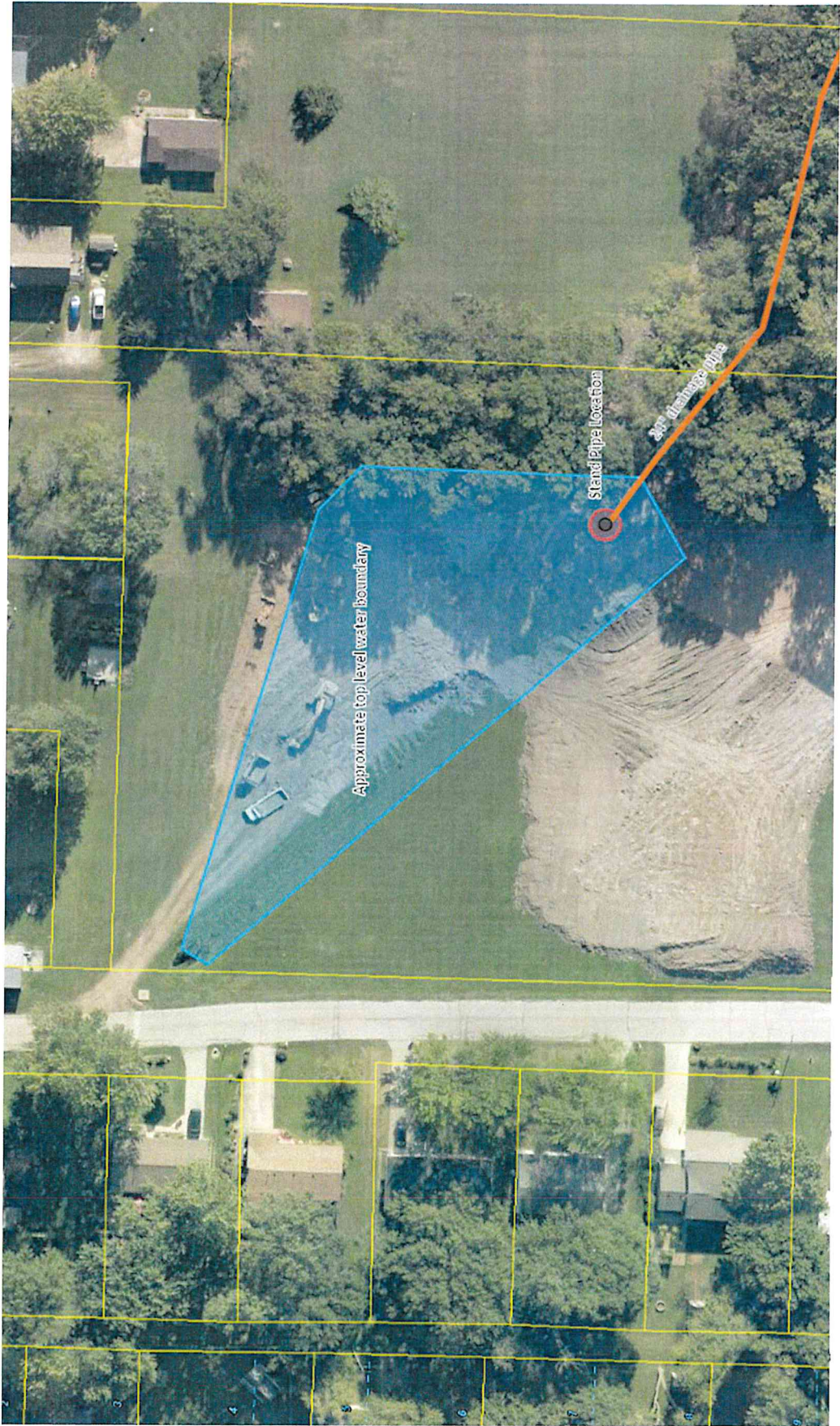
M\_\_\_ S\_\_\_ **Jeffrey**      \_\_\_      \_\_\_

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

Passed      Failed



Fox Park Retention Basin





**WILLIS BROS., INC.**  
**30285 KIMBALL PLACE**  
**MACON, MISSOURI 63552**  
**660-385-3327/FAX 660-385-7110**

## Quote

September 6, 2023

City of Moberly  
Tom Sanders

Install 24" Uprights at Fox Park Stormwater Retention Basin. \$2,000.00

Please call if you have any questions.

Sincerely,

Tom Willis  
660-651-0935



**From:** Jeremy Sapp <jeremy@sappconstruction.com>  
**Sent:** Wednesday, September 13, 2023 6:58 AM  
**To:** Tom Sanders <tsanders@cityofmoberly.com>  
**Subject:** Fox creek, Sep 13, 2023 at 6.46 AM

Please see the attach!

It comes out to be the almost the same money Either way you go concrete or plastic. both forms we use all the time either one would be perfectly fine for your situation!

Concrete inlet  
\$12,558

PVC inlet  
\$11,778.

I included seeding and mulching of the little bit we are going to disturb.

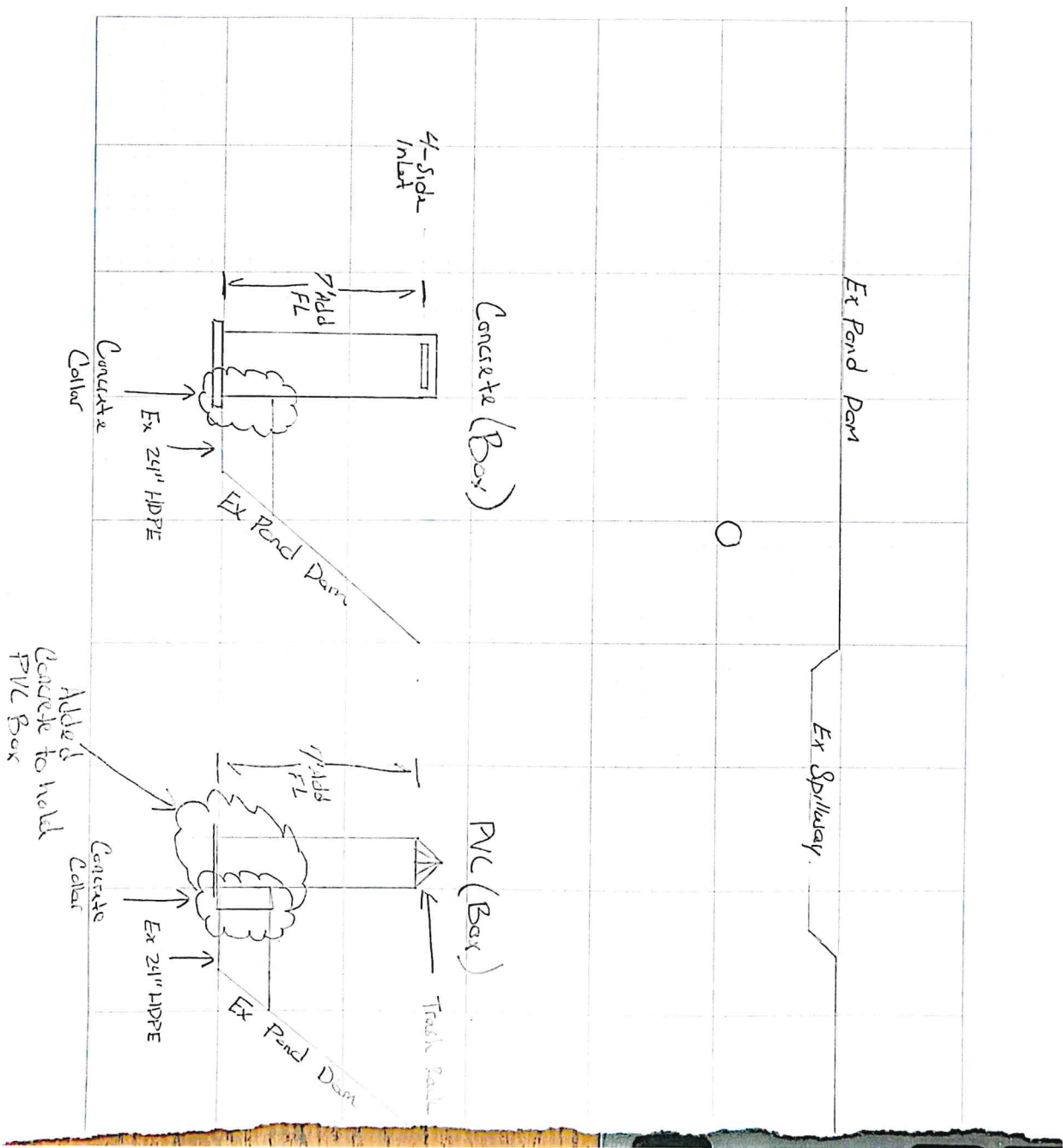
It would be something that would be neat to do now everything is good and dry!

If it would help, we can do something in a couple multiple different bills different months!?

Let me know if you have any questions and how I can help! Thanks

Jeremy Sapp  
Sapp Construction, Inc  
573-489-3965









## C.L. Richardson Const. Co. Inc.

15475 Hwy 63 South

Ashland, Mo. 65010

Contact:

Phone: 573-657-9557

Fax: 573-657-1078

Quote To:

CITY OF MOBERLY

Attn:

TOM SANDERS

Phone:

Fax:

tsanders@cityofmoberly.com

Job Name:

DETENTION POND STANDPIPE

Job No:

HB23055

Date of Plans:

09/08/2023

Date of Quote:

09/13/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>DETENTION POND STAND PIPE</b>				
11	MOBILIZATION	1.00	LS	1,320.00	1,320.00
12	INSTALL PIPEING	1.00	LS	4,622.93	4,622.93
13	CONCRETE BASE	1.00	LS	613.80	613.80
	<b>SUBTOTAL</b>				<b>\$6,556.73</b>
<b>GRAND TOTAL</b>					<b>\$6,556.73</b>

### NOTES:

#### EXCLUSIONS:

1. Staking & testing
2. Cleanup for others
3. Removal or relocation of existing utilities in conflict with the work
4. Rock excavation
5. Seeding, mulching, fertilizing & landscaping
6. Any item not specifically mentioned in bid
7. Removal or replacement of unsuitable sub grade
8. Haul off or disposal of any controlled or regulated materials
9. Any disposal fees required
10. Traffic control
11. Site Dewatering
12. Termite control
13. Vapor barrier under building slab
14. Roof drain construction
15. Water and application for compaction
16. Maintenance or repair of erosion control devices after installation, any repair will be at the owners or governing body direction at an hourly rate
17. Footing excavation & backfill beyond that mentioned in the bid
18. Water & sanitary sewer construction
19. Winterized concrete
20. Swppp reporting

NOTES:



1. Prices are good for 15 days, any change from today's current market may require a change order
2. Bid is all or none, some breakouts maybe possible with our approval
3. Bid assumes payment within 30 days from the date of invoice, after which 1 1/2% interest will be accessed to the unpaid monthly balance.

WE PROPOSE to furnish labor and material - complete in accordance with above specifications, and subject to conditions found on this Agreement, for the sum of:

\_\_\_\_\_ dollars

Payment to be made as follows: Upon completion of project as specified above.

ACCEPTED: The above prices, specification and conditions are satisfactory and are heregy accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Respectfully Submitted,

C.L. RICHARDSON CONSTRUCTION

Date of Acceptance\_\_\_\_\_ By\_\_\_\_\_

By\_\_\_\_\_

By\_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

# City of Moberly

## City Council Agenda Summary

Agenda Number: #5.

Department: Administration

Date: October 16, 2023

**Agenda Item:** A Resolution Approving A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W Reed Street And Authorizing The City Manager To Execute The Lease.

**Summary:** Toys for Tots has requested the use of 218 W Reed for their 2023 collection, and distribution campaign. They have agreed to enter into a lease with the City beginning October 1, 2023, through February 29, 2024. The lease agreement presented sets forth the rights and liabilities of the participating parties. Toys for Tots is agreeable to paying \$1 for each month the unit is rented.

**Recommended Action** Approve this Resolution.

**Fund Name:**

**Account Number:**

**Available Budget \$:**

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input 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>Agreement</u>

### Roll Call

**Aye** **Nay**

### Mayor

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

### Council Member

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

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

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

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

Passed Failed

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

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

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH MARINE TOYS FOR TOTS FOUNDATION FOR PROPERTY LOCATED AT 218 W REED STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE.**

**WHEREAS**, Marine Toys for Tots Foundation is desirous of renting retail office space from the City at 218 W Reed Street for a charitable holiday fund raising venture; and

**WHEREAS**, it is desirable to the City to have tenants using retail business space in downtown Moberly and to assist charitable fundraising; and

**WHEREAS**, the lease agreement attached hereto provides for a lease term beginning October 1, 2023, and ending February 29, 2024, and sets forth the rights and liabilities of the parties.

**NOW, THEREFORE**, the lease agreement with Marine Toys for Tots Foundation is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

**RESOLVED** this 16th day of October, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

OFFICE LEASE  
CITY OF MOBERLY, MISSOURI  
218 West Reed Street

THIS LEASE is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Moberly, Missouri, (hereinafter “City”) a municipal corporation and Marine Toys for Tots Foundation (hereinafter “Lessee”).

**RECITALS**

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner of various downtown retail buildings which are available to local businesses to rent.
- C. City leases office space in a building at 218 W Reed Street and desires to lease said space to Lessee.
- D. Lessee is desirous of operating a charitable holiday fundraising venture.

**AGREEMENT**

**SECTION 1. RECITALS**

The above stated Recitals are true and correct and are incorporated herein and made a part of this Lease agreement (hereinafter “Agreement”).

**SECTION 2. PREMISES**

City hereby leases to Lessee, and Lessee hereby leases from City, the office space located at 218 W. Reed Street, Moberly, Missouri 65270 (hereinafter the “Premises”). Lessee accepts the Premises “As Is,” subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

2.1 Waiver. Lessee hereby waives any claims for damages for any injury or inconvenience or interference with Lessee’s use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by City’s exercise of its rights under this Agreement or by the City’s actions taken for management and protection of the City’s property resources and visitors.

2.2 Ownership of Premises. This Agreement does not vest in Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with City.

**SECTION 3. TERM**

- 3.1 The term of the lease shall be from October 1, 2023 to February 29, 2024.

3.2 Renewal. This lease shall not be automatically renewed.

3.3 Abandonment. Lessee shall occupy the Premises during the entire Lease Term, as described herein. If it fails to do so, Lessee may be determined as in default for abandoning the Premises.

#### **SECTION 4. RENTAL AMOUNT**

4.1 Monthly. Lessee shall pay One Dollar each month during the term of this lease.

#### **SECTION 5. LESSEE'S PERMITTED USE AND ACTIVITY**

5.1 Use. Lessee may utilize the Premises only for the purposes necessary to conduct its usual business operations. Lessee intends to operate a charitable fundraising venture.

5.2 Access and Key. Lessee shall be issued a key. Lessee shall be charged \$20 to replace a door key.

5.3 Alterations. Lessee shall not make any alterations of any nature to the Premises without the written permission of the City.

#### **SECTION 6. CITY'S OBLIGATIONS**

6.1 City Inspection. City shall, at all reasonable times, have the full and unrestricted right to enter the Premises for the purpose of inspecting the leased area, for maintenance and to determine compliance with the terms of this Agreement.

6.2 Maintenance. City agrees to maintain the leased Premises in the same condition as when leased, ordinary wear and tear excepted, during the term of this Agreement.

6.3 Trash Disposal. City shall be responsible for set up and payment of trash service.

6.4 Utilities. City shall be responsible for set up and payment of all utilities used at the premises including internet or phone service.

#### **SECTION 7. ASSIGNMENT**

7.1 Lessee shall not assign, hypothecate, or in any manner transfer any interest in this Agreement to any person or entity directly or indirectly, by operation of law or otherwise, without first securing City's express written approval of such transfer.

#### **SECTION 8. LIABILITY**

8.1 To the extent governed by applicable state law, each party will be responsible for its own acts and results arising from those actions, and shall not be responsible for the acts of the other party and results arising from those actions.

8.2 Each party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of

its agents or employees under this Agreement. Each party’s liabilities shall be governed by applicable state law.

8.3 Lessee agrees to indemnify and hold the city harmless for any claim, causes of action, or judgement resulting from Lessee’s use of the property or injury or damage to any third party.

**SECTION 9. INSURANCE**

9.1 Lessor. Lessee agrees to maintain Commercial General Liability coverage for the structure in an amount not less than \$1,000,000 per occurrence.

9.2 Lessee. Lessee shall be responsible for maintaining renter’s insurance or business interruption coverage, if desired.

9.3 Immunities. The parties hereto understand and agree that City is relying on and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other applicable sovereign, governmental, or official immunities and protections provided by the state of Missouri, from time to time as amended, or otherwise available to City, or its elected officials or employees.

**SECTION 10. DAMAGE OR DESTRUCTION**

If the Premises or any portion thereof are damaged or destroyed at any time during the lease term, the City, as promptly as reasonably practicable and with all due diligence, shall repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction and the Lessee’s rent obligation during that time shall be abated. Or the City may terminate this Agreement without liability and the Lessee’s rental obligation shall terminate.

**SECTION 11. DEFAULTS**

The occurrence of any one or more of the following events shall constitute a material default and breach of this lease Agreement by Lessee:

- A. The failure by Lessee to make any payment of Rent; or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice from City to Lessee.
- B. The failure by Lessee to comply with Section 5.3 of this Agreement.
- C. An unapproved or unauthorized transfer of any interest acquired under this Agreement.
- D. The occurrence of any other event described as constituting an “Event of Default” elsewhere in this Agreement.
- E. The discovery by City that any material information provided by Lessee related to this Agreement is materially false.

**SECTION 12. REMEDIES**

In the event of any material default or breach by Lessee, City may at any time thereafter, with or without notice or demand and without limiting City in the exercise of any right or remedy which City may have by reason of such default or breach, avail itself of the following remedies, which are cumulative and not exclusive:

- A. City may recover possession of the leased Premises by any lawful means available to it, including self-entry, in which case this lease Agreement shall terminate immediately and Lessee shall immediately remove all personal property from the Premises. If, after thirty days' notice in writing, Lessee shall fail to remove personal property City may remove such property to another location with Lessee assuming any risk of loss or damage to such property.

**SECTION 13.    TERMINATION**

This lease Agreement is terminable with or without cause by either party upon thirty (30) calendar days written notice setting forth a date of termination of the Agreement. Upon notice of termination, Lessee shall be obligated to pay immediately any Rent , obligations or other fees due and owing to City. By the date given for termination, Lessee shall vacate the Premises and immediately remove all personal property.

If Lessee fails to vacate the Premises or fails to remove all personal property from the Premises, City may enter and recover possession. City may also, at its election, dispose of any remaining personal property and charge all costs associated with such disposal to Lessee. City shall deem any personal property remaining on the Premises as having been abandoned by Lessee.

**SECTION 14.    NOTICES**

All notices, demands, requests or approvals to be given under this lease Agreement shall be given in writing and shall be by hand delivery, overnight mail service, registered or certified mail, or regular first-class mail. All notices, demands, requests or approvals from Lessee to City shall be addressed to:

Randall Thompson  
City Manager  
101 West Reed Street  
Moberly, MO 65270

All notices, demands, requests or approvals from City to Lessee shall be addressed to:

**SECTION 15.    MUNICIPAL AUTHORITY**

City may only act through its City Council to approve this Agreement therefore execution of this Agreement is contingent upon approval by the Moberly City Council.

**SECTION 16.    GOVERNING LAW**

This lease Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of Missouri. Venue may be appropriate in the Randolph County Circuit Court.

**SECTION 17.    EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

Lessee agrees to comply with Missouri Revised Statute Section 285.530 in that Lessee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

**SECTION 18. PUBLIC RECORDS ACT**

City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law.

**SECTION 19. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Parties relative to the lease. All previous or contemporaneous contracts, representations, promises and conditions relating to the lease are superseded.

**SECTION 15. COUNTERPARTS**

This lease Agreement may be executed in several counterparts, each of which is an original, and all of which together constitute but one and the same document.

**SECTION 16. NO PROMISE OF FUNDING**

Other than as specifically set forth herein, this Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this Agreement. Expenditures by each party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that any appropriation, tender, or allocation of funds for such expenditures.

**IN WITNESS WHEREOF**, the parties have executed this lease Agreement on the date set forth above.

**APPROVED AS TO FORM:**

**CITY OF MOBERLY, MISSOURI**

\_\_\_\_\_  
Randall D. Thompson, City Attorney

By: \_\_\_\_\_  
Randall D. Thompson, City Manager

**ATTEST:**

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

**LESSEE:**

\_\_\_\_\_  
Marine Toys for Tots Foundation



# City of Moberly

## City Council Agenda Summary

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

#6.

Department: Finance

Date: October 16, 2023

**Agenda Item:** A Resolution Of The City Of Moberly, Missouri, Approving And Adopting The 2023 City Of Moberly, Missouri Loss Prevention Manual.

**Summary:** An up-to-date loss control manual is a key part of the City's overall risk management program. It has been many years since the City official adopted an updated manual. This document outlines the overall risk management structure for the City, loss prevention roles, and safety best practices for all City employees.

**Recommended Action:** Please approve the Resolution.

**Fund Name:** None

**Account Number:** None

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

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

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

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

**A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, APPROVING AND ADOPTING THE 2023 CITY OF MOBERLY, MISSOURI LOSS PREVENTION MANUAL.**

**WHEREAS**, it is the intent of this Council to implement a comprehensive loss prevention program to enhance the safety of City employees while on the job; and

**WHEREAS**, attached hereto is the City of Moberly, Loss Prevention Manual which has been developed over the course of years and has been reviewed by the City’s insurance provider; and

**WHEREAS**, the City Council encourages staff by implementing this Manual to make safety a priority.

**NOW, THEREFORE, BE IT RESOLVED** this 16<sup>th</sup> day of October 2023, by the City of Moberly City Council that the City of Moberly, Missouri Loss Prevention Manual attached hereto is hereby adopted.

**BE IT FURTHER RESOLVED** that the Manual becomes effective upon passage.

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

**ATTEST:**

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

# ***CITY OF MOBERLY***

## ***LOSS PREVENTION MANUAL***

**(September 2023)**

**Approved:**

**Tim Brubaker, Mayor**

**Randall Thompson, Interim City Manager**

**LOSS PREVENTION POLICY**

It is the intent of the City of Moberly to implement a comprehensive loss prevention program. The City's employees are its most important asset and their safety is our greatest responsibility. The health and safety of all is our utmost consideration. Employees at all levels are directed to make safety a matter of continuing concern. This program emphasizes that effective loss prevention is a key part of management responsibilities and can only be effective by fully utilizing the City's available resources and enlisting the support of all personnel.

Operational activities must be reviewed to minimize exposure to personal injury and property damage. Planned operations should be reviewed to include consideration of errors which may occur. Accidents are unplanned events. Proper planning and supervision can minimize the likelihood of accidents. Accidents are preventable. The key to loss prevention is to initiate the necessary pre-planning to minimize unsafe acts, contain risks, and control unsafe conditions.

Through emphasis on loss prevention techniques, refinement of work policies and procedures, and creating a safe working environment, we will reduce injuries to our employees and prevent damage to property. All employees are responsible for compliance with the City's Loss Prevention Program as outlined in the attached manual. Employees are expected, as a condition of their employment, to adopt the concept that the safe way to complete a task is the most efficient and the only acceptable way. Safety will be included as part of the performance evaluation of each and every City employee.

The successful implementation of this program rests with each one of us. Let's rise to the occasion and make our Loss Prevention Program a complete success. Let's make it part of our daily lives as employees of the City. I look forward to working with you in this very important effort.

---

Randall Thompson, Interim City Manager

LOSS PREVENTION RESPONSIBILITIES

MANAGEMENT PARTICIPATION

Management's commitment to safety can only be realized by active management involvement in the safety program. Individual responsibilities in the effective implementation of the loss prevention program are outlined. Once the loss prevention policy is adopted, each department should set forth its goals and objectives in striving toward reducing losses due to preventable accidents. While some accident sequences may not be deemed preventable, the extent of the frequency or severity of personal injury or property damage may be reduced through loss prevention measures. The most effective accident prevention measures are those which have been formulated at each level of the management organization, thoroughly discussed and coordinated by all concerned, and supported by top management. The organization of safety committees within the member facilities the maximum exchange of ideas between supervisory personnel and greatly enhances the immediate implementation of policies covering hazards, identification of problem areas, and overall loss prevention promotion.

RESPONSIBILITIES DEFINED

Each municipal/utility employee shall be fully responsible for implementing the provisions of this program as it pertains to the operations under his/her jurisdiction. The responsibilities listed below are minimum and they shall in no way be construed to limit individual initiative to implement more comprehensive procedures to reduce losses.

CITY MANAGER

The City Manager has overall responsibility for the Loss Prevention Program and its administration. Specific responsibilities include:

1. Establishing the City's Loss Prevention Program.
2. Developing in each Department Director a strong commitment to the safety program and its success.
3. Attend Safety Committee Meetings on a regular basis.
4. Review serious accidents to ensure that their causes are being investigated and that improper corrective action is taken to prevent a reoccurrence.
5. Review the necessary Loss Prevention Program to appraise its effectiveness.

RISK MANAGEMENT COORDINATOR

The Risk Management Coordinator is responsible for directing this program. Duties include:

1. Serve as Chairman of the Safety Committee. Present recommendations where necessary to the City Manager. Appoint inspection panels for quarterly facilities inspections.
2. Administer the City's Loss Prevention Program.
3. Consult directly with management personnel and employees on loss prevention matters.
4. Perform investigations to ensure that unsafe conditions or practices are identified and corrected.
5. Keep the City Manager and Department Directors informed about the status of matters affecting the loss prevention program.
6. Inspect facilities for hazardous conditions, practices, and overall program compliance.
7. Maintain an effective safety awareness program for City employees.
8. Coordinate compliance with federal, state, and local safety laws.

DEPARTMENT DIRECTORS

Each Department Director is responsible for maintaining a safe and healthful working environment. The Director is responsible for providing the work environment, work procedures, and service to the highest extent possible for the safety of City employees and the public. Each department director will:

1. Develop and support a safety program that will reduce and control accidents.
2. Appoint a Departmental representative to the Safety Committee.
3. Develop safety rules and regulations pertinent to governing the conduct of departmental activities and programs.
4. Establish and maintain a system of safety analysis and perform regular inspections.

5. Provide training and continuing safety instruction to all Departmental employees. Hold each supervisor accountable for explanation of preventable injuries, collisions, and liability incurred by departmental employees.
6. Take corrective action on unsafe conditions.

### SUPERVISORY PERSONNEL

Supervisory personnel have responsibility for employee safety. This includes personnel, equipment, work area, and methods. Supervisors are responsible for the following:

1. Enforcing safety procedures that apply to their work.
2. Providing adequate training to employees under their direction.
3. Accountable for preventable injuries, collisions, and liabilities caused by his/her employees.
4. To enforce management policies.
5. Provide safety instruction to focus attention upon potential hazards, changes in work conditions or procedures.
6. Ensure that all employees are instructed in the use and need for protective equipment.
7. Continually evaluate work conditions and procedures to correct unsafe conditions and practices.
8. Investigate accidents and make certain that corrective actions are taken.
9. Ensure that safety equipment and protective devices are available for each job, are used, and properly maintained.
10. Report accidents/injuries to the Risk Management Coordinator as soon as practicable after the accident.

### EMPLOYEES

Employees are required, as a condition of employment, to work safely to prevent injuries to themselves, their fellow workers, and to the public. Each employee will:

1. Promptly report to their supervisor unsafe actions, practices or conditions.
2. Cooperate with and assist in the investigation of accidents, to identify correctable causes, and to prevent their reoccurrence.

3. Promptly report to their supervisor all accidents and injuries.
4. Observe proper safety practices at all times.
5. Maintain clean, orderly work areas and equipment.
6. Not engage in horseplay.
7. Observe safety rules and adhere to published work instructions.
8. Wear protective equipment when working in hazardous operation areas.
9. Arrive at work suitably attired for their job.

### SAFETY COMMITTEE

The Safety Committee will serve as an advisory body to the City Manager. It will be responsible for recommending policies and procedures affecting the administration of the loss prevention program. Membership will be comprised of the following:

1. Administration Member
2. Fire Department Member
3. Police Department Member
4. Public Works Department Member

Members appointed by Department Directors may be supervisory personnel.

The Safety Committee shall meet monthly, attendance is mandatory. Activities of the Committee shall include, but not be limited to the following:

1. Meeting minutes will be taken by a secretary chosen by the Committee. Minutes will be distributed to the City Manager, each Department Director, and to Departmental Supervisors. Minute files will be maintained in the City Clerk's Office.
2. The Committee shall recommend policies and procedures affecting the development and administration of an aggressive accident prevention program.
3. The Committee shall recommend program goals and objectives to ensure the success of this program.
4. Establish a safety guideline handbook including general rules and regulations.



5. Review data, records, and reports of safety matters. This will include review of claims filed during the preceding month and making recommendations as to how the accident could have been avoided.
6. Perform follow-up investigation of accidents and make safety inspections when appropriate. The committee will file a report to the City Manager and Department Director(s) making recommendations as to accident prevention.
7. Develop a continuing program of safety and health.
8. Prepare an annual report to the City Council concerning the programs significant activities/accomplishments.
9. Review safety suggestions presented by employees.
10. Formulate recommendations for safety material, policy and procedure changes, and equipment needs that can enhance the loss prevention program.
11. The Committee will make decisions with respect to the Safety Incentive Program.

**SAFETY INCENTIVE PROGRAM**

**PURPOSE:**

The purpose of this program is to promote safety awareness.

**RULES/DEFINITIONS:**

An employee is required to report all injuries to his/her supervisor, no matter how slight.

The Safety Committee will be responsible to review all accidents/incidents. A preventable accident is one in which the employee failed to do everything he or she could have reasonably been expected to do to prevent it. The Safety Committee will make classification of accidents or injuries as “preventable” or “non-preventable”.

The failure to report an accident, injury, property damage, or violation of a Safe Work procedure may result in disciplinary action. Failure to provide sufficient information on the appropriate report may result in the Safety Committee ruling that the accident was “preventable”.

**PROGRAM:**

The program rewards full, part-time and volunteers by maintaining a good safety record. Safety incentives are as follows:

- Employees will be treated to an annual catered dinner in December with a drawing for additional vacation days as well as other prizes.
- An employee that works safely for one year without an accident or where the Safety Committee rules an accident/incident non-preventable will be eligible for a safety award. The employee will be awarded a gift certificate to a place of business operating within the City of Moberly.

The program will be implemented on **January 1, 2024**.

## TEMPORARY TRANSITIONAL DUTY

### Introduction

Temporary Transitional Duty Programs have proven to be cost-effective and to contribute to the timely recovery of an employee who has been injured but still possesses the ability to work in a limited capacity. Because the City wishes to remain at the forefront of occupational health and safety, it has adopted a Temporary Transitional Duty Program for its employees.

### **Purpose**

This policy establishes the authority for temporary transitional duty assignments and procedures for granting temporary transitional duty to eligible employees.

### **Policy**

Frequently employees who, because of injury, illness or disability, are temporarily unable to perform their regular assignments are capable of performing alternative assignments. Temporary transitional duty can provide employees with an opportunity to remain productive and return to work before they have reached maximum medical improvement. It also provides a work option for employees who may otherwise risk their health and safety or the safety of others by remaining on duty when physically or mentally unfit for their regular assignment. Therefore, it is the policy of the City of Moberly that eligible personnel are given a reasonable opportunity to work in temporary transitional duty assignments if available.

### **Definitions**

**Eligible Personnel:** For purposes of this policy, any employee suffering from medically certified illness, injury or disability requiring treatment of a licensed health-care provider and who, because of injury, illness or disability, is temporarily unable to perform the regular assignment but is capable of performing temporary alternative assignments.

**Maximum Medical Improvement:** The point when recovering from injury, illness, or disability, at which an employee has reached maximum medical improvement.

### **Procedures**

#### A. General Provisions

1. Temporary transitional duty positions are limited in number and variety.

Therefore,

- a. personnel injured or otherwise disabled in the course and scope of employment shall be given preference in initial assignment to transitional duty; and
  - b. assignments may be changed at any time if deemed in the best interest of the City while keeping within the medical restrictions; and
  - c. eligibility to participate in the program will cease when the employee has reached maximum medical improvement.
2. The Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other Federal and State law remain applicable to employees accepting transitional duty assignments.
3. No specific positions within the City shall be established for use as a temporary transitional duty assignment, nor shall any existing positions be designated or utilized exclusively for personnel on temporary transitional duty.
4. Transitional duty assignments are strictly temporary and typically do not exceed 90 days in duration. After 90 days, personnel on temporary transitional duty who are not capable of returning to their original duty assignment shall:
  - a. present a request for an extension of temporary transitional duty (not to exceed an additional 90 days), with supporting documentation, to the Risk Management Coordinator, or
  - b. pursue other options as provided by the employment provision of this City or Federal or State law.
5. All City personnel on temporary transitional duty are prohibited from engaging in outside employment, in which they may reasonably be expected to perform functions for which they have been determined physically or mentally unable to perform on behalf of this City and that forms the basis for their temporary transitional duty assignment.
6. Transitional duty assignments shall not be established for disciplinary purposes.
7. Employees may not refuse temporary transitional duty assignments that are supported by and consistent with the recommendations of a City

selected physician. The City may interpret failure to accept and perform transitional duty work as a resignation.

8. When an employee has reached maximum medical improvement as determined by a city selected physician, and assessment by the City Manager will be made regarding the employee's ability to perform regular job duties of a different job with or without a reasonable accommodation.

## B. Temporary Transitional Duty Assignments

1. Temporary transitional duty assignments may be drawn from a range of areas that include but are not limited to the following:
  - a. administrative projects (e.g. report review, special projects)
  - b. clerical functions (e.g. filing)
  - c. desk assignments (e.g. booking officer, bookkeeping)
  - d. communications (e.g. complaint taker)
  - e. inspections (e.g. sidewalks, street signs, buildings, equipment)
  - f. updating (e.g. MSDS at various locations)
  - g. painting (e.g. fire hydrants, park benches & equipment)
  - h. community relations (e.g. police community awareness visits)
2. Department Heads shall notify the Risk Management Coordinator or designee of any work that may be used for temporary transitional duty.
3. In addition to consideration included in A-1 of this policy, decisions on temporary transitional duty assignments shall be made based upon the availability of an appropriate assignment given the applicant's knowledge, skills and abilities; availability of transitional duty assignments; and the physical limitations imposed on the employee by the City selected physician.
4. Every effort shall be made to assign employees to positions consistent with their position and pay classification. However, where appropriate, personnel may be assigned to positions within other departments and positions designated for personnel of lower position or pay classification. Employees thus assigned shall:
  - a. retain the privileges of their rank but shall answer to the supervisor of the department to which they are assigned with regard to work responsibilities and performance; and
  - b. retain the pay grade and related benefits of the position held prior to their assignment to temporary transitional duty as controlled by the employment provisions of the City of Moberly.
  - c. for work related accidents, if the employee is not retained at the same the pay grade of the position held prior to their assignment

to transitional duty, workers' compensation temporary partial disability benefits may be available.

C. For work related accidents in which the employee is not immediately released to return to normal duty the following shall apply:

1. Immediately following treatment the employee should report to his/her supervisor their condition and return to work status.
2. At the earliest possible opportunity, the Risk Management Coordinator will discuss the case with the physician concerning the course and scope of the treatment and the ability of the employee to perform transitional duty. The Risk Management Coordinator will then discuss with the supervisor, the employee's transitional duty assignment.
3. Within the first three days following an accident the supervisor shall contact the employee and inquire as to the employee's ability to return to work.
4. If the employee has not returned to work after three days then the Risk Management Coordinator shall call the doctor and the employee to check the employee's transitional duty status.
5. If the employee is not able to return to work after three days then the employee shall call the Risk Management Coordinator to discuss the employee's transitional duty status and present the work status report provided by the treating physician, immediately following each doctor's appointment.
6. If it is determined that the employee may be medically able to perform transitional duty, the essential functions of the transitional duty shall be identified by the supervisor and reviewed with the employee.

D. Request for and Assignment to Temporary Transitional Duty for non-work conditions

1. Requests for temporary transitional duty assignments are usually completed by the employee. However, the supervisor may complete the request as described in (D-3). Requests must be accompanied by a statement of medical certification to support the requested reassignment, which must be signed by the treating physician. The certificate must include an assessment of the nature and probable duration of the disability, prognosis for recovery, nature of work restriction and an acknowledgement by the health-care provider of familiarity with the transitional duty assignment and the fact that the employee can physically perform the duties involved.

2. The request for temporary transitional duty and the physician's statement shall be forwarded to the City, who shall make a recommendation regarding the assignment to the City Manager or his designee.
  - a. This City may require the employee to submit to an independent medical examination by a physician of the City's choosing, other than the City's Workers' Compensation physician. In the event the opinion of the City selected physician differs from that of the foregoing health provider, the employee may request a third opinion at the employer's expense.
  - b. The employee and representatives of the City shall cooperate and act in good faith in selecting any third health-care provider, and both parties shall be bound by that medical decision.
3. An employee who has not requested temporary transitional duty may be recommended for such assignment by submission of a request from the employee's immediate supervisor. Such a request must be accompanied by an evaluation of the employee conducted by a competent medical authority expressing the need for temporary transitional duty or by a request/order for a medical or psychological fitness-for-duty examination.
  - a. Notice shall be provided to the employee of the proposed temporary transitional duty assignment together with justification for the recommendation.

## FLEET SAFETY

### PURPOSE

The purpose of the City of Moberly Fleet Safety Program is to reduce incidents of preventable accidents involving member employees who operate vehicles and equipment in performance of their duties. To make the program work, members should participate in drivers' education programs, vehicle inspections, accident reporting, data gathering and analysis.

### RESPONSIBILITIES

#### CITY MANAGER

- Oversee the implementation of the fleet safety program.

#### PERSONNEL

- Determine applicants' qualifications to operate city equipment.

#### DEPARTMENT DIRECTORS

- Implement fleet loss control activities as required in department. Activities based on type of vehicles and job tasks.
- Scheduling defensive driver training
- Vehicle/equipment inspection
- Establish formal documented preventative maintenance schedules and records
- Determining preventability of accidents

#### SUPERVISORY PERSONNEL

Ensure fleet loss control activities are performed.

- Supervisor's annual review of driver's qualifications.
- Schedule employees for defensive driver training course.
- Ensure operators of specialized equipment have been certified to operate equipment.
- Schedule vehicle/equipment preventative maintenance.
- Pre-trip inspection of vehicles accomplished.

#### EMPLOYEES

- Report unsafe vehicle/equipment conditions.
- Report vehicle/equipment damage and accidents.



- Adhere to city regulations regarding the operation of vehicles and equipment.
- Perform pre-use inspection of vehicles.

### *DRIVER SELECTION*

The selection of employees who will be required to drive full or part-time will be done with care. Drivers of City vehicles can be considered qualified when they meet the following criteria:

1. An application form
2. Previous employer reference check
3. Previous driving record (Motor Vehicle Record)
4. Previous experience in type of vehicle or equipment to be operated
5. Driver evaluation form

### Ongoing Driver Qualification

Once a qualified driver is hired, it is essential that management take steps necessary to assure the driving employee remains qualified. Depending on the nature of the driving task and the exposure, this will include some or all of the following:

1. Annual inspection of driver license
2. Annual statement from driver detailing moving traffic convictions
3. Annual motor vehicle records check
4. Annual road observation or "check ride" to evaluate operation of equipment and defensive driving techniques
5. Defensive driving education training conducted annually

### *PREVENTIVE MAINTENANCE*

The preventive maintenance program for City vehicles is essential. The maintenance program will include the checking of vehicles daily and monitoring to assure proper maintenance. Repairs shall be made on noted defects.

### SEATBELTS USE POLICY

It is the policy of the City of Moberly, and a condition of employment, that all employees who operate or ride in city vehicles; or operate or ride in personal vehicles on city business, wear properly fastened and adjusted seat belts, shoulder harnesses, and other such similar equipment when provided in the vehicle they are operating or riding in.

Employees are required to report any malfunction of seat/shoulder belts, and to have this equipment repaired or replaced as soon as possible after its discovery. "Operating" and "riding in" are to be defined as occupying a moving vehicle.

## HAZARDOUS MATERIALS

### Hazard Communication Program

The intent of the Hazard Communication Program is to ensure appropriate communication is provided to the employees concerning the hazards of all chemicals stored or used by the City. This transmittal of information will be accomplished by container labeling and other forms of warning, material safety data sheets (MSDS), and employee training. Supervisors are responsible for ensuring proper labeling, the maintenance of the MSDSs, and for providing their employees information and/or training on hazardous chemicals in their work area.

A. All hazardous materials stored or used within all departments will be properly labeled as follows:

1. Identity of the hazardous chemical(s) and appropriate hazard warnings; or, alternatively, words, pictures, symbols, or a combination thereof, which provides at least general information regarding the hazards of the chemicals, and which, in conjunction with the other information immediately available to employees under the hazard communication program, will provide employees with the specific information regarding the physical and health hazards of the hazardous chemical.
2. Signs, placards, process sheets, batch tickets, operating procedures, or other such written materials in lieu of affixing labels to individual stationary process containers may be used as long as the alternative method identifies the containers to which it is applicable and conveys the above information.
3. Portable containers into which hazardous chemicals are transferred from labeled containers, and which are intended only for the immediate use of the employee who performs the transfer, do not have to be labeled.

B. **A Material Safety Data Sheet (MSDS) will be maintained in the workplace for each hazardous chemical used.** Each sheet will be reviewed to ensure the following information is provided:

1. Identifiers - Tells the source of the MSDS and the name of the chemical or product (by formula, chemical family, and trade name or synonym).
2. Permissible Exposure Limits (PEL's) - Indicates the average amount of a chemical you can safely be exposed to, usually over an 8-hour shift.

3. Physical Data - Information about the chemical's appearance, smell, and physical properties (boiling point, vapor density, volatility, etc.).
  4. Hazardous Ingredients - Gives the names of hazardous ingredients in mixtures such as paints, alloys, and fluxes.
  5. Fire and Explosion Data - Tells a chemical's potential to catch fire or explode.
  6. Health Hazard Data - Lists the PEL, tells the signs and symptoms of overexposure, and gives emergency first-aid procedures.
  7. Reactivity Data - Tells how stable a chemical is and what materials it should not come into contact with.
  8. Spill or Leak Procedures - Gives steps to take if a chemical leaks or spills.
  9. Special Protection - Provides the protective equipment you must use in order to avoid exposure, and details on required ventilation.
  10. Special Precautions - Tells how to handle and store the chemical safely, and other precautions necessary.
- C. All affected employees will receive information and/or training on hazardous chemicals in their work area. This information and/or training will be provided upon the employee's initial assignment. Whenever a new physical or health hazard material is introduced into a work area the employee shall be informed about the hazard prior to its use. Information and training may be designed to cover categories of hazards (e.g. flammability, carcinogenic) or specific chemicals.
1. Information provided must include:
    - a. The requirements of this section.
    - b. Any operations in their work area where hazardous chemicals are present.
    - c. The location and availability of this written procedure, the list(s) of hazardous chemicals, and the MSDS's.
  2. Training will include at least:
    - a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area, such as monitoring conducted by the foreman, continuous monitoring

devices, visual appearance or odor of hazardous chemicals when being released, etc.

- b. The physical and health hazards of the chemicals in the work area.
- c. The measures employees can take to protect themselves from these hazards, including specific procedures implemented to protect employees from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used.
- d. The details of the hazard communication program, including an explanation of the labeling system and the MSDS, and how employees can obtain and use the appropriate hazard information.

COMMUNICABLE DISEASES

Policy Statement

The Purpose of this policy is to provide guidelines for City Employees in preventing the contraction of communicable diseases. This policy will be augmented by individual department policies which will further delineate procedures necessary to meet departmental responsibilities without sacrificing personal safety.

Policy

- A. The policy of the City is to safeguard employees, and the public, who may come in contact with the people who have, or are suspected of having, a communicable disease.
- B. Employees are responsible for treating people fairly and humanely. When handling or assisting persons with medical afflictions, employees must be sensitive towards the person's condition and treat the person with respect.
- C. Universal precautions must be observed whenever the possibility exists of coming into contact with any body fluid.
- D. Information regarding an employee, arrest, or any person, with a communicable disease is confidential. Access to such information is limited to staff who has a legal need to know. Written consent of the individual must be obtained prior to release of information except as required by law.
- E. Each department will appoint an "Infection Control Officer", responsible for administration/implementation of this policy in the respective department.

Definitions

- A. Exposure: Any situation where the possibility exists that an individual or object may have been contaminated by bodily fluids of an individual suspected of having a communicable disease.
- B. Contamination: Physical contact with or transfer of body fluids from one individual suspected of having a communicable disease to another. The transfer of such body fluids to an item of equipment also constitutes exposure. These fluids may also be transmitted in the form of particles in the air as a result of a cough or sneeze.
- C. Body Fluids: Liquid secretions including blood, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, peritoneal fluid, pericardial fluid, amniotic fluid, nasal secretions, sputum, saliva, sweat, tears, urine, feces, and vomitus.

D. Communicable Disease: Those infectious diseases that are transmitted through contact with the body fluids of an infected individual.

E. Infectious Disease: Same as communicable disease.

## Procedures

### A. Supplies

1. Each City department must maintain a supply of protective equipment for the hazards likely to be encountered.
2. Protective supplies will consist of, but are not limited to, the following items:
  - a. Disposable latex gloves.
  - b. Protective face mask that covers the nose and mouth area.
  - c. Eye protection with vapor proof side shields.
  - d. Barrier resuscitation equipment.
  - e. Containers for disposal of needles and other “sharps”.
  - f. Leather gloves for cleanup where puncture hazards exist.
  - g. Heavy duty cleans up gloves for disinfection of contaminated equipment.
  - h. Scrub brushes for use in disinfection procedures.
  - i. Protective gowns for use during treatment or disinfection procedures.
  - j. Barrier tape for isolating contaminated areas.
  - k. Sealable plastic “Bio-Hazard” bags.
3. The Infection Control Officer of each department is responsible for assuring an adequate stock of supplies.

### B. Property Contamination

1. When City issued or personal property is contaminated by blood or bodily fluids, employees will disinfect the items in accordance with this policy.

- a. Full protective equipment including protective equipment, protective eyewear, protective gloves, protective gown, and protective face mask must be worn for disinfection operations.
  - b. Contaminated equipment should be washed with a soap and water solution prior to disinfection to remove excess contamination.
  - c. Contaminated equipment must be disinfected with a 1:10 solution of bleach and water.
  - d. Fluids used during disinfection procedures will be disposed of in the sanitary sewer system.
  - e. Disinfected items will be washed thoroughly and wiped with disinfection solution and allowed to air dry before being returned to service.
  - f. Items that cannot be adequately disinfected will be sealed in a "Bio-Hazard" bag and delivered to the Infection Control Officer for disposal.
  - g. Contaminated clothing must be either spot cleaned with solution or sealed in a "Bio-Hazard" bag for disposal by the Infection Control Officer."
2. If it is determined that effective disinfection is not practical the employee will be notified by the Infection Control Officer, or immediate supervisor, to submit documentation for replacement of the articles.
    - a. Documentation must include the time, date, and incident at which the articles became contaminated.
  3. A change of clothing will be made available for the employee if his personal clothing becomes contaminated.
    - a. In those departments where contamination is a daily hazard, employees are encouraged to keep a change of clothing in their work areas.

### C. Vehicle Contamination

1. Disinfection procedures and equipment for vehicular decontamination is the same as those used for equipment disinfection.

- a. Whenever possible the Infection Control Officer should oversee the disinfection of the vehicle.
- b. Any excess contaminants should be disposed of in a sanitary sewer whenever possible.
- c. Clean up rags and excess contaminants must be placed in a sealed "Bio' Hazard" bag and disposed of in accordance with City Policy.
- d. Particular care should be taken when cleaning the seat, floor, or other areas where liquids may migrate.

#### D. Contamination of Individuals

1. A City accident report will be completed whenever an employee is contaminated, or has reason to believe he/she has been contaminated.
2. An "Exposure Report Form" must be completed by the employee detailing all information relative to the contamination situation.
3. The Infection Control Officer, or officer in command if the Infection Control Officer is not present, will direct the employee on what testing procedures will be conducted to verify/disprove contamination.
  - a. Testing to verify contamination will be conducted through Jefferson Memorial Hospital under the direction of the Occupational Medicine Program. This will be at the City's or its insurance carrier's expense.
4. Information received regarding exposure or possible exposure is confidential. It will not be disclosed to anyone other than the Department Head, Infection Control Officer, City Manager, Risk Management Coordinator, and the contaminated individual.

#### E. Infections Disease Training

1. City employees who face the possibility of occupational exposure to communicable diseases will receive appropriate training in their individual departments.



- a. The Infection Control Officer is responsible for developing an ongoing training program to explain the hazards present and appropriate preventative measures.
- b. The Infection Control Officer of each department will document training given and provide such documentation to the Risk Management Coordinator.

#### F. Immunization Program

- 1. In order to provide adequately for the safety of employees it is necessary to assure a minimum level of immunization protection for everyone.
- 2. Prior to employment, potential employees must comply with the following immunization requirements:
  - a. Complete pre-employment physical examination and drug testing with a city approved physician.
  - b. Tetanus vaccination and Tuberculosis testing will be administered at the time of the physical examine, unless documentation of current vaccination/testing is provided to and approved by the city.
  - c. If a TB skin test is deemed “positive”, the potential employee will schedule a chest x-ray with their personal physician, at their expense.
    - I. If results are provided to the City stating that the chest x-ray is “negative”, and the pre-employment physical examination and drug testing have been approved, the individual will be allowed to report to work.
    - II. If the chest x-ray is deemed “positive”, the individual will not be allowed to work until approval is received from their personal physician. Individuals who need medication will be referred to Tuberculosis Case Management and receive medication at no charge.
    - III. After appropriate follow up is completed, employees who are identified to be positive reactors will be evaluated annually for signs and symptoms and complete the “Annual Statement for Tuberculin Reactors’ through the appropriate physician for the individual’s medical personnel file.
  - d. Refusing to comply with this policy will result in ending the possibility of employment with the City.

3. All employees must comply with the minimum requirements of the City's immunization program.
  - a. Required tests and vaccinations will be provided at City expense.
  - b. Employees will receive a Tetanus vaccination at least once every ten years.
  - c. Employees will receive a Tuberculosis test every five years, unless they have previously tested positive.
  - d. Employees who have a "positive" TB skin test will be referred to their private physician for chest x-ray and evaluation for medication, at their expense.
    - I. Employees who need medication will be referred to the appropriate physician for Tuberculosis Case Management and receive medication at no charge.
    - II. If the chest x-ray is deemed "positive", the individual will not be allowed to return to work until approval is received from their personal physician.
    - III. If the chest x-ray is "negative" the individual will be allowed to return to work.
    - IV. After appropriate follow up is completed, employees who are identified to be positive reactors will be evaluated annually for signs and symptoms and complete the "Annual Statement for Tuberculin Reactors" the appropriate physician for the individual's medical personnel file.
  - e. In the event of exposure to an infectious TB case, the employee will be tested as soon as possible. If negative tuberculin testing will be repeated in three months.
  - f. Refusing to comply with this policy may result in the termination of employment.
4. Personnel having a risk of occupational exposure to Hepatitis B may receive the Hepatitis B vaccinations.
  - a. Vaccinations will be coordinated by the Infection Control Officer of each department and with the Risk Management Coordinator.
  - b. Vaccinations will be provided at no cost to the employee.

- c. Employees not wishing to receive the Hepatitis B vaccine, for whatever reason, must complete the city waiver form for Hepatitis B vaccinations.
  - d. Employees declining Hepatitis B vaccinations may receive it at a later date, if they still have the possibility for occupational exposure, should they change their mind.
5. Personnel having a risk of occupational exposure to Hepatitis A may receive the Hepatitis A vaccinations.
- a. Vaccinations will be coordinated by the Infection Control Officer of each department and with the Risk Management Coordinator.
  - b. Vaccinations will be provided at no cost to the employee.
  - c. Employees not wishing to receive the Hepatitis A vaccine, for whatever reason, must complete the City waiver form for Hepatitis A vaccinations.
  - d. Employees declining Hepatitis A vaccinations may receive it at a later date, if they still have the possibility for occupational exposure, should they change their mind.

EXPOSURE REPORT FORM

EXPOSED EMPLOYEE INFORMATION

Name:\_\_\_\_\_ Home Phone:\_\_\_\_\_

\_\_\_\_\_

Social Security Number:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

City:\_\_\_\_\_ Zip Code:\_\_\_\_\_

\_\_\_\_\_

City Department:\_\_\_\_\_ Job Title:\_\_\_\_\_

\_\_\_\_\_

INCIDENT INFORMATION

Incident Number:\_\_\_\_\_ Date:\_\_\_\_\_

\_\_\_\_\_

Incident Type:\_\_\_\_\_

\_\_\_\_\_

EXPOSURE DESCRIPTION

Exposure Date:\_\_\_\_\_ Exposure Time:\_\_\_\_\_

\_\_\_\_\_

1. What body fluids were you in contact with?

Blood:_____	Feces:_____	Saliva:_____	Sputum:_____
Sweat:_____	Tears:_____	Urine:_____	Vomit:_____

Other (describe):\_\_\_\_\_

\_\_\_\_\_

2. What was the method of contact:

\_\_\_\_\_ Needle stick with contaminated needle.

\_\_\_\_\_ Blood or body fluids into natural body opening (e.g., nose, mouth, eye).

\_\_\_\_\_ Blood or body fluids into cut, wound, sores, or rashes less than 24 hours old.

      Please specify:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Blood or body fluids on intact skin.

\_\_\_\_\_ Other (describe specifically):\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. How did the exposure occur? Be specific: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. What action was taken in response to the exposure to remove the contamination (e.g. hand washing)?  
\_\_\_\_\_  
\_\_\_\_\_

5, What personal protective equipment was being used at the time of exposure?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Please describe any other information related to the incident. Use a separate piece of paper if needed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SOURCE OF EXPOSURE**

Name of Person (source of exposure): \_\_\_\_\_  
\_\_\_\_\_

Sex: \_\_\_\_\_ Receiving Health Care Facility: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Transported by: \_\_\_\_\_  
\_\_\_\_\_

Persons Physician: \_\_\_\_\_  
\_\_\_\_\_

**MEDICAL INFORMATION**

1. Did you seek medical attention? \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

If yes, where? \_\_\_\_\_  
\_\_\_\_\_

2. Did you contact Infection Control Officer? \_\_\_\_\_  
\_\_\_\_\_

If yes, give date and time: \_\_\_\_\_  
\_\_\_\_\_

Name of Infection Control Officer: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
EMPLOYEE SIGNATURE DATE

\_\_\_\_\_  
INFECTION CONTROL OFFICER'S SIGNATURE DATE

COMMUNICABLE DISEASE FOLLOW-UP NEEDED? YES \_\_\_\_\_ NO \_\_\_\_\_  
\_\_\_\_\_

COMMUNICABLE DISEASE EXPOSURE FOLLOW-UP FORM

Employee Name: \_\_\_\_\_ Exposure Date: \_\_\_\_\_  
\_\_\_\_\_

Incident Number: \_\_\_\_\_ Exposure Time: \_\_\_\_\_  
\_\_\_\_\_

Exposure Source: \_\_\_\_\_  
\_\_\_\_\_

Patients Communicable Disease Diagnosis: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How was this diagnosis made known? Source name and phone number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date diagnosis was made known to you: \_\_\_\_\_  
\_\_\_\_\_

Has employee ever received appropriate vaccination(s)? \_\_\_\_\_Yes \_  
\_\_\_\_\_No

If yes, which vaccination and when? \_\_\_\_\_  
\_\_\_\_\_

Please document all interaction (telephone, verbal, correspondence, or other) with employee or source (patient) treatment facility concerning this exposure:

DATE, SUMMARY OF PERSON CONTACTED, COMPANY, DISCUSSION, ETC.

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

**CITY OF MOBERLY**  
**INFORMED REFUSAL FORM**  
**FOR HEPATITIS B VACCINE**

Name (please print)\_\_\_\_\_

\_\_\_\_\_

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B Vaccine, at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future, I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B Vaccine, I can receive the vaccination series at no charge to myself.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date



CITY OF MOBERLY

INFORMED REFUSAL FORM  
FOR HEPATITIS A VACCINE

Name (please print):\_\_\_\_\_

\_\_\_\_\_

I have been given the opportunity to be vaccinated with Hepatitis A Vaccine, at no charge to myself. However, I decline Hepatitis A vaccination at this time. If, in the future, I want to be vaccinated with Hepatitis A Vaccine, I can receive the vaccination series at no charge to myself.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

CONFINED SPACE ENTRY

Purpose and Policy

The purpose of this program is to establish procedures to protect City of Moberly employees from the hazards of entry into permit-required confined spaces. Under this program, the respective department will determine which spaces, will inform its employees of the existence and location of and the danger posed by such permit spaces, and establish, implement and publish a written Permit Space Entry Program which complies with the requirements of 29 CFR 1910.146.

Definitions

Acceptable Safe Level: means the atmosphere has at least 19.5% oxygen, is less than 10% of the lower explosive limit (LEL), and is below 10 PPM hydrogen sulfide (H2S).

Atmosphere means the gases, vapors, mists, fumes and dusts within a confined space.

Attendant (is not part of the rescue team; unless he/she is an observer) means a trained individual outside the permit entry confined space who acts as an observer of the authorized entrants within the permit entry confined space keeping in continuous, though not necessarily constant, communications with them, so the attendant can immediately call rescue services if needed.

Authorized entrant means an employee who is trained and authorized by the employer or the employer’s designate to enter a permit entry confined space. They must know the hazards they may face, be able to recognize signs or symptoms of exposure, and understand the consequences of exposure.

Confined space is any space which by design has limited opening for entry and exist; unfavorable natural ventilation which could contain or produce dangerous air contaminants, and which is not intended for continuous employee occupancy. The term “confined space” applied at all City facilities would include, but is not limited to:

- |                         |                         |
|-------------------------|-------------------------|
| * Storm Sewers          | * Boilers               |
| * Sanitary Sewers       | * Containerized Welding |
| * Water Storage Vessels | * Lift Stations         |
| * Meter Vaults          | * Air Handlers          |
| * Tunnels               | * Small Equipment Rooms |
| * Manholes              | * Tanks                 |
| * Trenches              |                         |

Entry means the action by which a person passes through an opening into a permit-required confined space, and includes ensuing work activities in

that space. It is considered to have occurred as soon as any part of the entrant's body breaks the plane of the opening into the space.

Entry permit means the written or printed document provided by the City to allow and control entry into a permit space. The content of each permit is based on the City's identification and evaluation of each hazard of that permit space, or class of spaces, and all procedures the City requires for protecting entrants from those hazards during entry. Each permit contains the information specified in paragraph (f) ("Entry Permit") of this standard.

Entry permit system means the employer's system for assuring safe employee entry into and work within permit entry confined spaces. (In accordance with CFR 1910.146.)

Hazardous atmosphere means an atmosphere that may expose employees to the risk of death, incapacitation, impairment of ability to self-rescue (that is, escape unaided from a permit space), serious injury or acute illness.

Hot work permit means the employer's written authorization to perform operations such as riveting, welding, cutting or burning, or heating that could provide a source of ignition.

Hydrogen sulfide (H2S) is a major toxic of interest in confined space entry for sewer workers also known as "Sour Gas".

Lower Explosive Limit (LEL) is the minimum concentration of a combustible gas or vapor in air which will ignite if an ignition source is present. LEL is based on methane.

Oxygen deficient atmosphere means an atmosphere containing less than 19.5 percent oxygen by volume.

Oxygen enriched atmosphere means an atmosphere containing more than 23.5 percent oxygen by volume.

Permit-required Confined Space is any space which is large enough and so configured that an employee can bodily enter and perform assigned work, has limited or restricted means for entry and exist, is not designed for continuous employee occupancy, and has one or more of the following characteristics:

- A. Contains or has the potential to contain a hazardous atmosphere;
- B. Contains a material with a potential for engulfing and entrant;
- C. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls, or a floor which slopes downward and tapers to a smaller cross-section; or
- D. Contains any other recognized serious safety or health hazard.

Rescue team means a group of two or more people designated and trained to perform rescues from permit entry confined spaces in their workplace.

Retrieval line means a line or rope secured at one end to a worker’s chest-waist or full-body harness, or wrestles, with the other end secured to a lifting or other retrieval device, or to an anchor point located outside the entry portal to prevent it from falling or being drawn into the space.

City of Moberly Policy

A permit-required confined space may not be entered until the following is completed:

- A. Confined space entry training has been completed and documented for all personnel involved. Schedule “F” contains the most recent training confirmation, and the personnel who have completed it.
- B. A NEED for entering the space has been determined.
- C. Pre-briefing before entering space has been conducted.
- D. Confined space entry permit has been determined.
- E. A trained rescue team is available, or on site.
- F. All appropriate protective equipment is used.
- G. All safety and air quality testing equipment is at the job site and functional.
- H. If any of the above items are not met, “THEN ENTRY INTO THE CONFINED SPACE IS PROHIBITED”. Employees not following these requirements will be dealt with according to the policy manual.
- I. Entry into a non-permitted confined space will be allowed only if there are no non-atmospheric hazards present.
- J. Make available any applicable material safety data sheets (M.S.D.S.) and attach to the permit should rescue or medical personnel treating an injured entrant need to review them.

Procedures for Entry -- Permit-Required Space

A. Isolation of the Permit-Required Confined Space

All energy sources to the confined space shall be locked out and controlled. The purpose of this procedure is to ensure that employees are protected from unintended machine motion or release of an energy source when working in a confined space.

Install barriers around the opening as necessary to prevent an accidental fall-through and to protect entrants from external hazards.

Provide an attendant outside the permit space for the duration of entry operations to prevent unauthorized entry.

## B. Equipment Mobilization

1. Obtain and use all ventilation equipment needed to comply with Paragraph D and air monitoring equipment needed to comply with Paragraph E.
2. Evaluate permit space conditions and perform pre-entry testing to the extent feasible before entry is accomplished.
3. Review procedures for summoning rescue and emergency services, for rescuing entrants, for providing necessary emergency services to rescue employees, and for preventing unauthorized persons from attempting a rescue.
4. The requirements for harness, lifelines, breathing air, tripods, rescue winch, and protective clothing shall be documented on the permit.
  - a. A safety harness shall be worn by all persons entering a confined space that would require a vertical lift to make a rescue. Backup lifelines shall also be attached to individuals to affect a rescue. A tripod, hoist, and retrieval winch shall be utilized.
  - b. Reliable breathing air (self-contained) shall be worn in contaminated or dusty environments, where toxic concentrations are outside the set limits or where ambient conditions are subject to change, or where oxygen concentrations may drop below 19.5 percent. In IMMEDIATELY DANGEROUS TO LIFE ENVIRONMENTS (IDLH's) breathing air shall be provided.
  - c. Supervisory personnel shall be present in situations which require the use of a SCBA.
  - d. Special protective clothing shall be consistent with the potential exposure and be specified on the confined space entry permit.

## C. Ventilation

1. Proper ventilation is used to provide a positive fresh air supply to the confined space as necessary to eliminate or control atmospheric hazards prior to entry and continuously during entry.
2. The open end of the supply duct(s) should be positioned to approximately 2 feet above the floor of the confined space.

- 3. Ventilation equipment should be explosion proof.
- 4. The blower unit must be at least 10 feet from the opening of the confined space.
- 5. All rooms with forced air ventilation shall be ventilated 5 minutes before entering or the designated time printed on the entrance cover.

D. Atmospheric (Air) Monitoring

Testing the air in a confined space prior to entering the space is required. Entering a confined space prior to utilizing the proper equipment to ensure the air is safe to breathe is prohibited. Before an employee enters this space, the internal atmosphere should be tested, with a calibrated direct-reading instrument.

Prior to the initial entry, after each interruption and during the entire job sequence testing shall be done for oxygen content, combustible gases, and toxic gases, in this order.

- 1. Monitoring shall be continuous while working in the confined space and until the last entrant leaves the permit space. Employees shall be made aware that confined space incidents that result in fatalities should be preventable since 95% of them are due to just five kinds of atmospheric hazards, which are:
  - \* Carbon Monoxide
  - \* Carbon Dioxide
  - \* Hydrogen Sulfide
  - \* Flammable Gases
  - \* Oxygen Deficiency
- 2. The air monitoring will be conducted by a trained and qualified person.
- 3. The first air measurement shall be made outside the confined space, near the opening.
- 4. A second air measurement shall be made directly at the opening to the space.
- 5. All subsequent measurements shall be made throughout the space with a probe or a remote sensor unit.
- 6. Air monitoring sequence shall be as follows:
  - a. Oxygen tests must always be made first because most combustible gas meters are oxygen-dependent. Too little oxygen may cause a low combustible gas reading. Too much oxygen, on the other hand, can cause a combustible gas meter to explode if gases and vapors are present in ignitable quantities.

- b. Combustible gases include both flammable and explosive gases and are measured next because in most cases the risk posed by fire or explosion is more immediate and life-threatening than exposure to toxic gases and vapors.
- c. Toxic gases are the final test and are extremely important, and its position in the sequence is not in any way intended to minimize the seriousness of this common confined space hazard.

### **\*Oxygen - Combustible - Toxic Atmospheres\***

The employee using an air monitoring unit must be properly trained in the use of the test equipment facilities with the hazards and authorized to perform the tests. This person will need to “check out” (log in date & battery strength) the instrument and check the last documented calibration date. If the meter has passed the designated calibration interval, or fails calibration, the employee must bring this to his/her supervisors’ attention. Until the supervisor corrects the “problems” with the meter, it shall be taken out of service, dated and tagged.

### Meter Detection Limits

#### A. Oxygen

- 1. Oxygen levels shall be between 19.5% and 23.5% for entry. Oxygen levels below 19.5% shall be considered an oxygen deficient atmosphere.
- 2. Any air with less than 19.5% oxygen shall not be entered without an approved self-contained breathing apparatus (SCBA).

#### B. Flammable/Combustible Gases and/or Vapors:

When the oxygen level exceeds 23.5% by volume, this is known as an oxygen-enriched atmosphere and represents a serious fire hazard.

- 1. Always test for oxygen first.
- 2. The acceptable safe level for flammable/combustible gases or vapors is 10% or less of the lower explosive limit (LEL) and is below 10% per hydrogen sulfide (H<sub>2</sub>S).
  - b. Chlorine is not combustible/flammable but a strong oxidizer; never use water around chlorine gases.
  - c. LEL for hydrogen sulfide is 4.3%.
  - d. LEL for methane is 5%.

LELS can be found in material data sheets.

- 3. There will be no smoking in a confined space or within 10 feet of a confined space.

C. Toxic Atmospheres:

Toxic gases can irritate skin, eyes, nose and throat. All can kill or injure the worker.

- 1. Toxic gases or vapors must be identified prior to monitoring. The confined spaces at the City of Moberly and sanitary sewer distribution systems owned by the constituent municipalities have a potential to contain toxic gases or vapors.
- 2. Entry into the permitted space shall not be attempted if the gas or vapor exceeds its specified permissible exposure limit (PEL).
- 3. Toxic materials may not only pose an inhalation exposure but also a skin contact hazard. The proper personal protective equipment is also necessary.

HOT WORK:

- A. A “Hot Work Permit” has to be issued to perform any hot work in a permit-required confined space. A “Hot Work Permit” means the authority’s written authorization to perform operations (for example, riveting, welding, cutting, burning, and heating) capable of providing a source of ignition.
- B. Hot Work operations shall not be permitted in a confined space if the atmospheric level of a combustible gas is more than 10% of the LEL or if the airborne dust, mist or fumes may present a potential explosive hazard.
- C. Gas cylinders or welding machines that are used for Hot Work operations shall be placed outside of the confined space where the work is being performed.
- D. Never take compressed gas cylinders into a confined space.
- E. A fuel supply valve and oxygen valve shall be shut off outside the confined space, and the welding torch and hose shall be removed from the confined space during lunch period, overnight or for any prolonged period that the space is unattended.
- F. All welding leads that are used in a confined space should be de-energized if work is suspended during the lunch period, overnight or for any prolonged period that the space is unattended.

Special Work Practices

Consideration shall be given to the nature of the work associated with each confined space entry permit with necessary precautionary measures specified on the permit.



1. Others in the work area shall be notified that a permit has been issued for personnel to work in a specified confined space.
2. A ground fault interrupter is required when greater than 24 volt electric tools or extension lights are to be used in confined space.
3. Compressed gas cylinders, other than breathing air, shall not be taken into a confined space.
4. Special additional ventilation and/or breathing air shall be required when cutting or welding is done within a confined space. Hoses and nozzles of cutting or welding equipment must be carefully checked before use in a confined space.

Any potential fire hazard must also be reviewed and the appropriate action taken. Should unusual operations such as welding, burning, or chemical cleaning be undertaken, prior approval of the Risk Coordinator should be sought.

5. Pneumatic tools shall be operated with compressed air only.
6. Only explosion-proof lighting is to be utilized in a confined space.
7. Open flames or smoking is prohibited in a confined space.

#### Entry Permit System

- A. Before entry is authorized, an entry supervisor shall authorize the entry and sign the completed permit form. (An entry supervisor may also serve as an attendant or entrant at the time of entry.)
- B. The permit will be available to the authorized entrants for their review and confirmation.
- C. The permit shall be posted at the point of entry.
- D. The permit cannot exceed the time required to complete the job, as stated in "Purpose of Entry", or exceed the shift.
- E. The entry supervisor can cancel a permit when a condition not allowed under the permit arises.
- F. Permits shall be kept on file for one year. This includes any contractor permits.
- G. A sample permit is provided in this manual.

### Entry Permit

The entry permit shall identify:

- A. The permit space to be entered and the purpose, date and duration of the entry;
- B. The name of the authorized entrants, the personnel serving as attendants, and the entry supervisor;
- C. The hazards of the permit space to be entered;
- D. The measures used to isolate the permit space and/or to eliminate or control the permit space hazards; (i.e.) lockout, purging ventilating and flushing of permit spaces;
- E. The acceptable entry conditions;
- F. Results and circumstances of any pre-entry tests;
- G. Rescue and emergency services available and the means for summoning those services;
- H. The communication procedures to be used by entrants and attendants;
- I. The protective, testing, and communications equipment to be provided and used;
- J. Any additional permits needed (such as for Hot Work).
- K. Such other information as necessary to ensure employee safety;

### Duties of Entrants

All authorized entrants shall:

- A. Know the hazards that may be faced during entry, including the signs or symptoms and consequences of exposure;
- B. Properly use the equipment required by the permit for safe entry;
- C. Maintain constant communication with the attendant as necessary to enable the attendant to monitor entrant's status;
- D. Alert the attendant of any warning sign or symptom of exposure to a dangerous situation or detection of a prohibited condition;
- E. Exit from the permit space as quickly as possible whenever an order to evacuate is given, an evacuation alarm is activated, the entrant recognizes a warning sign or symptom of exposure or the entrant detects a prohibited condition.

### Duties of Attendants

- A. The attendant must be in constant communication with the entrant.
- B. The attendant must be able to notify THE DESIGNATED RESCUE TEAM in the event of an emergency without leaving the confined space area. This can be done either telephone or two-way radio. In the event of an emergency inside the confined space, the outside attendant must be able to send an alarm or signal to notify THE DESIGNATED RESCUE TEAM.
- C. If a spill, fire or other incident should occur which may affect the attendant or those inside the confined space, the entrants in the space must be informed to leave the space.
- D. The attendant must be familiar and know the potential hazards of the permit space and the signs, symptoms, consequences and behavioral effects of exposure.
- E. The attendant must keep an accurate count of entrants.
- F. The attendant must monitor both inside the confined space and outside the space and order evacuation under appropriate conditions.
- G. The attendant must be familiar with proper operation of non-entry rescue equipment such as retractable tripod, winches, etc.
- H. The attendant is restricted to non-entry rescues and must remain outside the confined space until relieved by another attendant.
- I. The attendant must summon rescue and other emergency services as soon as the attendant determines the need for assistance.
- J. The attendant must take appropriate action when unauthorized persons approach or attempt to enter permit space.

### Duties of Entry Supervisors:

The Entry Supervisor shall:

- A. Know the hazards that may be faced during entry including the mode, signs or symptoms and consequences of exposure;
- B. Verify that all tests specified in the permit have been conducted and that all procedures and equipment specified in the permit is available and in place before enforcing the permit and allowing entry to begin.
- C. Review and re-evaluate entry conditions at appropriate intervals and upon transfer of responsibility to determine that acceptable entry conditions have been maintained.

- D. Terminate the entry and cancel the permit when the entry operations covered by the permit have been completed or a condition not under the permit arises in or near the permit space.
- E. Verify that rescue services are available and that the means for summoning them are operable;
- F. Remove unauthorized individuals who enter or attempt to enter the permit space.

## EXCAVATION/TRENCHING

The following policies/procedures/rules shall be followed by all City of Moberly supervisory personnel during all excavations/trenching operations. Each supervisor is responsible for training his/her employees in company safety policy concerning excavation. Employee training aids are contained in Appendix I.

### DEFINITIONS

**Excavations** any manmade cavity of depression in the earth's surface, including its sides, walls, or faces formed by earth removal and producing unsupported earth conditions by reasons of excavation.

**Trench** a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet.

**Benching** a method of protecting employees from cave-ins by forming the sides of an excavations in one or a series of horizontal levels or steps usually with vertical surfaces between.

**Shield** a structure that is able to withstand the forces imposed on it by a cave-in and thereby protect employees within a structure.

**Shoring** a structure such as a metal, hydraulic, mechanical, or timber system that supports the sides of an excavation to prevent cave-ins.

**Sloping** forming the sides of an excavation so as to prevent cave-ins by sloping the sides to an angle not steeper than one and one half horizontal to one vertical (34 degrees measured from the horizontal).

### GENERAL REQUIREMENTS

- a. Remove or support any surface encumbrances that are hazardous to employees
- b. Determine the location of any underground utility or other installations that may be encountered during excavation. Support or remove these installations as necessary for employee protection.

- c. Structural ramps for access/egress shall be designed by a competent person, and shall use walking surface treatments to prevent employee tripping and slipping. Stairways, ladders, or ramps shall be located in trenches more than 4' deep so as to require no more than 25' of lateral travel.
- d. Provide employees exposed to vehicular traffic with high visibility vests.
- e. Do not permit employees to get underneath loads handled by lifting or digging equipment. Employees shall stand away from vehicles being loaded/unloaded to prevent being struck by spillage or falling materials.
- f. Provide a warning system for mobile equipment operators who cannot see the edge of the excavation: barricades, hand/mechanical signals, logs.
- g. Prevent employee exposure to oxygen deficient or hazardous atmospheres in excavations by providing atmospheric testing, ventilation, and respiratory protection equipment as appropriate. Have emergency rescue equipment available where hazardous atmospheres exist.
- h. Do not allow employees to work in excavations where there is accumulated water or it is accumulating unless adequate protection is used, such as shielding/support against cave-ins, dewatering methods, or safety harness/lifeline.
- i. Use shoring, bracing, or underpinning to ensure stability of structures adjacent to the excavation.
- j. Protect employees from loose rock or soil falling or rolling from an excavation face by removal of material or installing protective barricades. Protect employees from materials falling or rolling into excavations by keeping soil and other material and equipment at least 2' from the edge of the excavation or by use of retaining devices.
- k. Conduct inspections daily, or more frequently if conditions warrant, for evidence of possible cave-ins, protection system failures, hazardous atmospheres or other hazardous conditions. Correct conditions as necessary.
- l. Provide walkways or bridges if employees must cross over excavations. Include standard guardrails if the public must cross over. Provide barricades or other protection against falling into excavations.

PROTECTIVE SYSTEM REQUIREMENTS

Each employee in an excavation shall be protected from cave-ins by an adequate protective system except when:

- Excavations are made entirely in stable rock; or
- Excavations are less than 5 feet in depth and examination of the ground by a competent person provides no indication of potential cave-in

Protective systems shall have the capacity to resist without failure all loads that are intended or could reasonably be expected to be applied or transmitted to the system.

The slopes and configurations of sloping and benching systems shall be selected and constructed by the employer or his designee.

Members of support systems shall be security connected together to prevent sliding, falling, kick outs, or other predictable failure.

EXCAVATION SAFETY RULES

1. Excavations must be barricaded to protect pedestrians and vehicles and proper access provided.
2. Spoil dirt may be used to barricade one side of a ditch or similar excavation - all dirt must be piled at least 3 feet back from edge of the excavation (and must be at least 3 feet high when used as a barricade).
3. Barricade excavation areas before “Hole Is Opened” or ahead of work progress.
4. Excavations must be sloped or shored when deeper than 5 feet.
5. Check all excavation walls before entering and after a heavy rain or thaw. Check shoring daily or more often in extremely wet weather.
6. An excavation safety/checklist is required before entering an excavation when deeper than 5 feet is included in this manual.
7. Nobody is permitted in an excavation when equipment is working next to the edge.

## EXCAVATION/TRENCHING CHECKLIST

	*	Remove/support surface encumbrances.
	*	Determine location of underground utility or other installations.
	*	Structural ramps designed with surface treatments to prevent tripping/slipping. Stairways, ladders, and ramps located in trenches more than 4' deep designed w/no more than 25' of lateral travel.
	*	High visibility vests provided.
	*	Instruct employee to stand away from vehicles handling, lifting or digging equipment while being loaded/unloaded.
	*	Warning systems such as barricades, hand/mechanical signals, logs, etc., provided for mobile equipment operator.
	*	Provide atmospheric testing, ventilation, and respiratory protection equipment.
	*	Provide adequate protection in work area where water has accumulated during excavations, i.e. shielding/support against cave-ins, dewatering methods, or safety harness/lifelines.
	*	Shoring, bracing, or underpinning used to ensure stability of structures.
	*	Employees protected from loose rock or soil falling or rolling from an excavation face by removal of materials or installing protective barricades.
	*	Daily inspection conducted.
	*	Walkway or bridge provided for crossing over excavations. (Standard guardrail included if used by public.)
	*	Excavation made entirely in stable rock.
	*	Adequate protective system provided in excavation to protect from cave-ins.
	*	Protective system has capacity to resist all load without failure that are intended or could be expected to be applied or transmitted to the system.
	*	Slopes and configurations of shoring and benching systems selected/constructed by employee.
	*	Support systems security connected together to prevent sliding, falling, kickouts or other predictable failure.
	*	Barricades provided for excavation areas. Spoil dirt may be used to barricade one side of a ditch or similar excavation (must be 3 feet back from edge and at least 3 feet high).
	*	Excavation area barricaded before hole is opened or work progresses.
	*	Do not enter an excavation when equipment is working next to area.



## TRENCHING & EXCAVATIONS FIELD CHECK-LIST

### *Before Trenching or Excavation*

CHECK:	Soil conditions or other material to be dug.
CHECK:	Proximity to utilities, buildings and sources of vibrations.
CHECK:	Owners of utilities, service, or transmission piping, etc., and arrange for shutdown or relocating of facilities, if necessary.
CHECK:	For previously disturbed ground.
CHECK:	For trees, boulders, or other employee hazards.
CHECK:	Adequacy and availability of all equipment, including personal protective gear, shoring materials, signs, barricades, and machinery.

### *During Trenching or Excavation*

CHECK:	For changing ground conditions; particularly after rainfall.
CHECK:	For possible oxygen deficiency or gaseous conditions.
CHECK:	Adequacy of shoring and/or sloping as work progresses.
CHECK:	For maintenance of entrance and exit facilities.
CHECK:	All sheeting, bracing, shoring and underpinning.
CHECK:	For changes in vehicular and machinery operational patterns.

### *After Trenching or Excavation*

CHECK:	Depth of trench or excavation, its sloping and shoring.
CHECK:	Sloping of banks, sides and walls in relation to depth of cut, water content of soil; vibrations.
CHECK:	Entrance and exit facilities.
CHECK:	Location of heavy equipment – power shovels, derricks; trucks.
CHECK:	That excavated material is two feet or more from edge of opening.
CHECK:	The adequacy of portable trench boxes or trench shields, if used.
CHECK:	For correct positioning of cross braces or trench jacks to prevent sliding, falling, or kickouts.

## EXCAVATION AND SHORING

Shoring is employed in many construction operations. Excavation shoring, as concerns building excavations and trenches, is intended for the protection of workmen and property, and often the general public as well.

Men working in excavations must always be aware of the fact that much of their safety depends upon themselves. Even though there is a daily inspection of bracing systems, certain conditions may arise suddenly that come to the attention only of the man on the job. You must be able to recognize dangers when you see them, and report them before they cause injury to yourself or those around you.

Accidents such as falls or being struck by objects in and about excavations and trenches often result because workmen fail to follow the safety instructions that have been given them.

Shoring presents problems and hazards. That is another of the reasons why safety education has become so important in the field of construction.

One of the major purposes of shoring is to protect you while you work in the excavation. Bracing systems are intended to prevent sliding, slipping, caving, squeezing, or any other movement of the face of the excavation that could endanger men in the excavation.

At times, soil conditions make it possible to slope excavations, but in many cases the sides must be supported by shoring. Regular physical inspection should be made of faces and banks where there may be loose materials. Any surface with dangerous material should be scaled. Workmen should not work one above another where there is a danger of falling rock or materials.

Shoring of adjacent buildings may be necessary when their walls are weakened by excavation. Sidewalks, if undermined during construction, require shoring for the protection of the public and the men working below.

Always make use of stairways, ramps or ladders when you enter or leave an excavation. Climbing or jumping is hazardous.

Because shoring is often subjected to considerable pressures, it demands regular inspection. Every workman engaged in excavation must take the responsibility of helping to check on shoring because your own safety is at stake. If you detect any unusual conditions you must report them immediately.

When using screw jacks in shoring, be careful of them slipping and throwing you forward with jacking in order to reduce the hazards due to failure or slipping of jacks.

In general, you should not work under structures or other objects that are supported by jacks alone.

Operators of equipment and all workmen on excavations must be alert to the danger of shoring and walls being struck by swinging loads.

### TRENCHING OPERATIONS

Trenching operations account for many injuries. Accidents can happen to men working in trenches, to other workmen as a result of excavated materials, and to men working in the vicinity of trenches.

As is the case with most accident situations, a few simple precautions take most of the risk out of trench construction.

First of all, men working in trenches must have hard hats and should wear sturdy shoes.

Men should be safely spaced out in a trench unless there is a necessity of working together. They should also stay out of the immediate area of excavating equipment, and not work ahead of the shoring.

Workmen are sometimes injured by slides of earth or rock into the trench in which they are working. All excavated materials should be placed a safe distance back from the edge of the trench. Men should check with their supervisor for instructions as to how far back material should be placed.

Even when this is done, large heavy objects can roll or slide down the incline and into the trench. Tools and rocks should either be placed on the outer slope of the excavated materials, or else on the other side of the trench if the surface is flat.

When men are working on hard surface roads where a flow of traffic is being maintained, it is important that small stones be removed off the road. Stones are sometimes thrown with great speed by the tires of passing cars and can cause serious accidents.

Broken arms and legs and other injuries can result when workmen fall into construction trenches. They result because men fail to look where they are going, when they walk too close to the edge, or when they attempt to leap across the trench.

Rocks and tools thrown near the edge are not only a hazard to men working in the trenches, but can cause falls into the trench by men walking on the surface.

Use extra care in venturing near the edges of trenches and other excavations when the weather is bad and there are icy or muddy conditions.

## TRENCH EXCAVATION

A necessary consideration in the planning of sewer, pipeline and similar subsurface work by the area cover (trench and backfill) method is preventing trench wall cave-in and soil movement. Either or both may result in death of serious injury to workers, plus damage to adjacent structures, utilities, and facilities.

1. The hazards of trench excavation are:
  - a. Death by suffocation or crushing when falling soil buries a worker.
  - b. Materials falling on a worker in the trench.
  - c. Falls of persons when climbing into or out of the excavation.
  - d. Men working too close together.
  - e. Stumbling over equipment or excavated material or falling into the trench.
  - f. Encountering toxic, irritating or flammable gases.
2. Caving of side walls is the worst hazard. Most accidents of this type occur because:
  - a. Taking a chance without shoring; or inadequate shoring in an attempt to reduce cost.
  - b. Inadequate knowledge of the shoring necessary or misjudgment of soil stability.
  - c. Failure of apparently adequate shoring due to unexpected or transient loads superimposed on the shoring structure or ground surface at the edge of the trench, or from vibration due to traffic.
  - d. Use of defective shoring material.
  - e. Failure to maintain shoring properly after changes incidental to operations, or after damage by washouts or heavy rains.
  - f. Failure to place removed soil at a safe distance from the edge of the excavation.
  - g. Undercutting of trench walls by trenching machines not properly leveled.
3. Proper sheeting and bracing (shoring) will prevent both cave-in and probable soil movement.

4. Proper trench shoring cannot be reduced to a standard formula. Each job must be treated as an individual problem, because of the variable conditions existing in each job. Some of the important factors to be considered in planning the job are:
  - a. *Nature of soil structure.* Soil structure varies from hard rock at one extreme to soil containing sufficient water to produce hydrostatic pressure. Hard rock may contain faults in strata which make it unstable when cut through. Normal moisture content in soil affects its stability; possible variations in moisture content must be considered in determining margins of safety. Sandy soil, or soil which has been back-filled, is very unstable and usually requires tight sheeting where the trench depth exceeds four feet.
  - b. *Fluctuating weather and moisture conditions.* Rainfall, freezing and thawing, overflow of adjacent streams, storm drains, or sewers, and melting of snow all produce change in the condition of the soil that should be considered. Water from any source probably will increase the rate of seepage, and may reduce the cohesion of the soil or swell the soil thereby increasing the pressure on the sheeting and bracing. A trench in frozen ground may be safe with little or no sheeting; thawing may cause the entire bank to cave.
  - c. *Proximity of other structures or sources of vibration.* Shoring not otherwise necessary may be needed to prevent dislocation of foundation soil or structure of an adjoining building, or of curb lines, trees, or utility poles. Also to be considered is vibration which may arise from machine operations (as from punch presses or forging hammers) in nearby buildings, passing vehicular or railway traffic, or blasting. Equipment used on the job (such as material trucks, pile drivers, air spades, or power ramrods) may also produce vibration which should be considered in planning shoring.
  - d. *Trench dimensions.* As width of the trench increases, the cross braces or struts must be increased in cross-section to maintain the necessary rigidity. Remember that with soil possessing sufficient cohesion to act as a solid, the side pressures reach a maximum at a point slightly higher than one-half the depth of the cut... and with dry granular and saturated soils, the side pressures increase in proportion to the depth of the excavation.
5. Standard shoring tables are available in any safety manual, and should be consulted before excavation begins. Greater factors of safety should be provided as required by job conditions. Heavier than minimum sizes of

materials will usually be required if the trench is to be kept open for a considerable period.

## EXCAVATIONS

Excavations are still considered amount the most hazardous of Construction operations. Almost all injuries and deaths that occur in trenching or excavation work are the result of ignorance or disregard of a few basic safety rules. Take a moment and think about the most commonly violated safe work practices. For example:

1. According to OSHA, when must a trench or excavation be supported by shoring, sheeting, bracing or sloping? (Answer) Five feet or more – when the soil is particularly unstable or when workers will be working with their heads below the ground surface level such as working on hands and knees.
2. What is the minimum distance excavated material may be piled from the edge of the excavation? (Answer) 24 inches. Furthermore, materials such as pipes, rounded boulders, etc., should be adequately secured so that they will not roll into the trench.
3. What is the maximum distance a worker should have to travel to reach a ladder leading out of the trench? (Answer) 25 feet, and the ladder should extend three feet above the ground level surface.
4. What is the “Angle of Repose”? (Answer) The greatest angle above the horizontal plane at which excavated material will lay without sliding.

5. Do sources of vibration such as nearby vehicles, heavy equipment, railway traffic, blasting or pile drivers materially affect soil stability? (Answer) Yes. Vibrations are a frequent cause of cave-ins.
6. When the slope of the excavation approximates the angle of the excavated material, is it reasonable to assume the excavation is a safe work area? (Answer) Generally yes.
7. The usual compliance time to correct an unsafe excavation condition is: 1. 1 day, 2. 3 days, 3. At Once, 4. 5 days? (Answer) #3 – at once.
8. Equipment working near high voltage electric power lines shall have a clearance from the point of operation to lines of at least: 1. 6 feet, 2. 15 feet, 3. 20 feet, 4. 10 feet? (Answer) #4 – 10 feet.
9. What is the most common cause of trench and excavation cave-ins? (Answer) Inadequate shoring in an intent to cut cost or save time.
10. What is the only safe procedure to follow when installing or removing shoring systems from trenches or excavation? When installing shoring, always work from the top down. Such installation should closely follow the digging. When removing shoring systems, work from the bottom up. Jacks or braces should be released slowly and, in unstable soil, ropes should be used to pull out the jacks or braces from above after the men have cleared the trench.

In summary, proper trench shoring cannot be reduced to a standard formula.

Therefore, each job must be treated as an individual problem because of the variable conditions existing on each job. Whenever “things do not look right”, the workers should immediately leave the trench and discuss the situation with the foreman.



## SEWER BACKUP POLICY

- A. The City of Moberly will investigate all sewer backups immediately upon notice to determine the cause of the overflow and identify any corrective action.
  
- B. In the event of a sewer backup the City shall immediately advise the homeowner of the following emergency procedures to take to protect his or her property and minimize any damage. Always remind the homeowner that he or she has a personal duty to protect their own property, regardless of who pays for it.
  - 1. Notify the City of the backup (the city will notify its insurer).
  - 2. The homeowner shall contact their insurance agent for guidance on submitting a claim to their insurer.
  - 3. Photographs should be taken of the backup both prior to and after removing the water and sewage.
  - 4. All water and sewage should be immediately removed from the basement.
  - 5. Remove all wet rugs, clothes, boxes, and other items from the basement area.
  - 6. A professional carpet cleaning service should be called immediately to extract the water from the carpet, and then clean and deodorize the carpet.
  - 7. If the water was high enough to involve a motor on a furnace or electrical appliance, a reputable repair service should be called in to remove the motor and have it dried. In most cases a motor can be dried without incurring any damage to the motor.
  - 8. All concrete floors or tile floors should be washed down with fresh water, and then washed with a strong germ killing and odor killing solution.
  - 9. All items such as sewing machines, typewriters, and etc. that have finely machined parts should be taken immediately to a repair facility so that they may be cleaned and oiled.
  - 10. All items contained inside a wet box should be removed and dried, and the boxes thrown out.
  - 11. All wood furniture and wood items should be thoroughly dried and wiped with an oil base wood polish.
  - 12. All wet paper items should be removed from the basement and stored outside or disposed of depending on the value.

13. The basement area should then be properly dried through ventilation, use of floor fans, and a dehumidifier if available. Floor fans and dehumidifiers can be rented from a local rental shop.
14. Instruct the homeowner to stop at that point and contact their insurance carrier or the City's insurer concerning inspecting the remaining damage, if any, and obtaining further instructions with regard to repair or replacement. DO NOT throw anything out, except for inexpensive paper products until the insurers have had a chance to inspect them.
15. Should the homeowner refuse to cooperate with these emergency measures, the homeowner should be informed that if damage occurs as a result of their delay, that portion of their loss will not be covered. By law, the homeowner has the duty to minimize the damage regardless of the fault or who is paying for the loss.

Following notice received by the City, a log entry will be completed and notice will be forwarded to the sewer department. Upon arrival at the site, procedures will be undertaken to determine if the overflow is a result of blockage of the city main.

If the city main does not appear to be blocked then the line shall be inspected using the sewer camera with the results recorded. The homeowner shall be immediately contacted and informed that the blockage is not in the city main. The homeowner may watch the video taping process if they so desire. **Under no circumstance will the city employees attempt to clean the residential service line.** A report shall be completed of the incident with the actions taken noted and the video tape number listed.

If the city main is found to be blocked the city will take photographs of the interior in any and all effected houses prior to and after reopening the main. Appropriate methods to identify and remove the blockage shall be undertaken. A screen shall be inserted into the downstream manhole to retrieve and remove any material dislodged. The main shall then be cleaned and inspected through the use of a camera to determine that it is fully cleaned and in satisfactory condition. Repeated cleaning shall be conducted as necessary until the line is found to be fully cleaned. A report shall be completed of the incident with the actions taken noted. The cause of the blockage shall be identified (i.e., root growth, grease buildup, foreign object) and any contributing factors listed (i.e. cracked, damaged or collapsed pipe, offset bell, intruding connection, insufficient slope etc.). The appropriate, reasonable method to prevent reoccurrence shall also be listed (i.e. replace pipe, repair connection, etc.). In the event of a grease build up or a foreign object in the line then actions shall be taken to determine the source. The line shall be placed on a routine preventive maintenance schedule until the corrective actions can be taken to prevent reoccurrence.

All reports shall be forwarded to MIRMA within two days for claims processing. Any additional information shall be provided, even if there has been a significant amount of time between when the claim was reported and when the new information was learned. Even if the claim has closed, we may still have subrogation possibilities.

## LOCKOUT/TAGOUT PROGRAM

### DEFINITIONS

Electrically Powered Equipment includes that driven directly by air, gas, oil, water, or steam under pressure, internal combustion engines, or similar energy sources that are not directly adaptable to electrical shut down.

Lockout is the act of padlocking and tagging a switch, lever, valve, gate, or other isolating device in the “off” position. An isolating device is an electric circuit breaker, a disconnect switch, a manually-operated switch or valve, a slide gate, a slip blind or a “figure 8” blind for blanking off piping or similar device. Most isolating devices have a lockout means built in. However, some may require modification before locks can be used. A lockout means shall accommodate more than one padlock so that if more than one employee or craft is working on the equipment, each can use its own padlock for absolute protection.

Tagout is the act of placing a switch, lever, valve, gate or other isolating device in the “off” position and affixing a tag to the device that warns others to leave it alone. A tag similar to the one shown in figure 1 should be affixed to the isolating device in question by a string, wire, or adhesive. The tag should be placed in a conspicuous location and should be placed in such a manner that it effectively blocks the starting mechanism which would cause hazardous conditions should the equipment be energized. It should be understood, however, that tagout alone does not offer the positive protection of lockout and tag, and therefore, when possible, the lockout procedure should be used.

### PREPARATION FOR TAGOUT OR LOCKOUT

Employees should always be certain that the correct isolating device has been locked out and tagged. Some equipment necessarily has more than one disconnecting device which must be opened to complete the de-activation electrically and mechanically. The main disconnect devices for machinery should be clearly identified so that it is unnecessary to trace shafting or wiring. Any time the employee is not certain which device controls the equipment; he should check with his supervisor for positive direction. This is doubly important when devices are remote from the equipment, or on master panels containing several devices. If the installation is a complex one with remotely located disconnecting devices, pre-planning will be necessary. Under these circumstances and when any uncertainty exists, the employee should consult with his/her supervisor and obtain complete agreement on the plan procedure. It is also extremely important that any changes in function or circuitry be immediately shown on the circuit diagram or machine drawings to facilitate lockout procedure.

RED TAGGING UNSAFE EQUIPMENT

When equipment does not meet federal, state, or local safety standards, it will be considered to be unsafe. Once equipment is identified as unsafe, it will be removed from service and red tagged. Perform the following steps:

- Inform the operator of the unsafe condition.
- Inform the supervisor directly responsible for the equipment in question.
- Affix the red tag to the master key for maximum visibility. Be sure the tag is filled out properly.
- The red tag will remain in place until the unsafe condition is corrected, re-inspected, and logged.
- The red tag is then removed by the supervisor, but only after a completed inspection.

GENERAL LOCKOUT AND TAGOUT PROCEDURES

The following general lockout and tagout procedures are recommended for electrically-powered equipment and mechanically-powered equipment. Mechanically-powered equipment includes that driven directly by air, gas, oil, water, or steam under pressure, internal combustion engines, or similar energy sources that are not directly adaptable to electrical shut down.

1. Notify the supervisor in charge of the equipment of the proposed work and obtain his/her approval.
2. Shut down the equipment by normal stop procedure (depress STOP buttons, open toggle switches, shift lever, operate valve, etc.)
3. Turn main disconnect switches or circuit breakers or mechanical isolating device such as a valve, lever, etc., to the safe position.
4. Lockout (tag and padlock) or tagout the switch in the “off” position for the mechanical isolating device in the safe position using the “danger-do not start” tag. Each person must perform his/her own personal tagout or lockout, and this applies even though someone else may already have taken the equipment out of service. If the equipment or machinery has not already been tagged by another group or individual, it should be done at this time. This tag should remain in place until the equipment is ready and safe to return to service.

5. After lockout, try the disconnect or switch handle or the mechanical isolating device to make certain it cannot be moved the “on” position. After either tagout or lockout, try the machine’s start controls to make certain the main switch is open, or the isolating device has shut down the equipment. When electrical work is involved, blade opening must be verified visually or by phase-to-phase and phase-to-ground meter readings.

### TAG AND LOCK LOW AND MEDIUM VOLTAGE

When working on equipment that operates on low voltage (0 to 660 volts) or medium voltage (661 to 1000 volts), it shall be tagged and locked to prevent accidental starting, which might cause injury or death. Only properly trained and qualified personnel may work on electrical circuits or equipment. Before starting work, perform the following steps:

1. Inform the operator of what is to be done.
2. Make sure you place the tag and lock on the proper switch before beginning work.
3. Insure that the equipment cannot be placed in operation without your knowledge and permission.
4. The equipment to be worked on must be locked out at a primary power source.
5. The tag shall include the name of the person doing the work, the date, and reason.
6. Everyone is equipped with their own locks and tags. Only the person who locks and tags the equipment can remove it.
7. *Never* remove another person’s lock or tag. If your shift ends before completing their job, your lock should only be removed after the equipment has been secured by another lock and tag.
8. If more than one person is working on a piece of equipment, each person shall have their own lock and tag on it.

## TAG AND LOCK MECHANICAL

When working on equipment, it shall be tagged and locked to prevent accidental starting, which might cause injury or death. Before starting work, perform the following steps:

1. Inform the operator of what is to be done.
2. Make sure you place the tag and lock on the proper switch before beginning work.
3. Insure that the equipment cannot be placed in operation without your knowledge and permission.
4. The equipment to be worked on must be locked out of a primary power source. The tag shall include the name of the person doing the work, the date and reason.
5. Everyone is equipped with their own locks and tags. Only the person who locks and tags the equipment can remove it.
6. *Never* remove another person's lock or tag. If your shift ends before completing the job, your lock should only be removed after the equipment has been secured by another lock and tag.
7. If more than one person is working on a piece of equipment, each person shall have their own lock and tag on it.

## SPECIFIC PRECAUTIONS

1. No one other than electrical or other authorized personnel should open an enclosure to operate a disconnect device therein.
2. Push buttons, toggle switches, pressure switches, limit switches, and similar devices should not be considered as lockout or isolating devices.
3. Pulling a fuse alone should **never** be used as a substitute for lockout or tagout. A pulled fuse is no guarantee that the circuit is dead; there is nothing to stop someone from replacing the fuse. Where one main switch feeds several motors, however, and each motor is separately fused but not switched, de-energizing the main switch might shut down equipment unnecessarily. In such a case, tagout can be accomplished by removing the fuse and disconnecting, taping, and lagging out the wires from the load side fuse clips.

4. When locking out mechanically powered equipment, particular attention must be given to residual air, gas, steam, water, or oil pressure in lines, accumulators, and cylinders. Operating a valve might result in unexpected cycling of equipment with consequent chance of injury to personnel or equipment danger.

RESTORATION OF EQUIPMENT TO SERVICE

When the worker is certain that the job is complete, and that the equipment is safe to operate, he should remove his padlock and/or the white personal danger tag. An individual should **never** permit anyone else to remove his personal danger tag. If he leaves the job before the work is complete, and someone else is carrying on the repair, he should remove his padlock and/or personal danger tag only after the relieving individual has placed his padlock and tag on the effected equipment.

There may be times when the person who has tagged out or locked out equipment may not be available when the equipment must be started. In such circumstances, a maintenance supervisor who has a thorough knowledge of the process and equipment and who has investigated all circumstances, related to the tagout or lockout, particularly from the viewpoint of personnel safety, can remove the danger tags or locks for his particular crafts. The supervisor shall be responsible for communicating such action to those crafts.

LOCKOUT CONTROL

The following general rules are adopted regarding locks and their use:

1. Effective lockout control can be maintained only by constant supervision and by training employees in the safe routine.
2. For identification, locks should be numbered and painted various colors to identify the user and the department.
14. To make lockout systems operable, the city departments should buy either equipment with built-in locking devices or equipment designed for the insertion of padlocks. In older facilities, it may be necessary for the respective departments to construct attachments to which can be extended and locked in position to prevent operation of control handles can be devised as isolating devices.
14. Only locks made by a reputable lock company should be used by



maintenance workers. Key operated locks are preferred over combination locks. No two locks should be the same, and the pattern of the keys should be checked to see that each key fits only one lock.

SUMMARY

Often, the most difficult problem to overcome in implementing a lockout or tagout procedure is the assumption by a person working on the equipment that the job is too small to merit tagging and locking out. Yielding to the temptation to bypass this procedure may cost a life. Intermittently-operating equipment such as pumps, blowers, fans, and compressors is harmless when not operating; but it must not be assumed that because such equipment is not functioning that it will stay that way.

The procedures outlined above can provide a basis for the establishment of specific tagout and lockout procedures for all operating and maintenance operations. The procedures outlined should be regarded as basic safety requirements. Some workplace conditions may require more stringent procedures to ensure safety of personnel and equipment.

## PERSONAL PROTECTIVE EQUIPMENT

### Purpose

To require the use of personal protective equipment where there is reasonable probability an injury or illness can be prevented by such equipment. All employees working in or entering a hazardous environment will wear the required personal protective equipment. Failure to comply with all aspects of this policy is grounds for disciplinary action. This policy applies to operations, processes or work which involve(s) a hazardous environment.

### Policy Statement

- A. The City of Moberly considers the safety and health of its employees to be of the utmost importance.
- B. All employees working on or visiting areas where hazardous activities are occurring (i.e., construction, operations, and maintenance) will be provided with and required to wear or use personal protective equipment as directed by this policy.

### Definitions

- A. Anchorage – A secure point of attachment for lifelines, lanyards or deceleration devices, and which is independent of the means of supporting or suspending the employee.
- B. ANSI - American National Standards Institute
- C. Body harness – A design of straps which may be secured about the employee in a manner to distribute the fall arrest forces over at least the thighs, pelvis, waist, chest and shoulders with means for attaching it to other components of a personal fall arrest system.
- D. Buckle – Any device for holding the body belt or body harness closed around the employee's body.
- E. Competent person – A person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as in their application and use with related equipment.
- F. Connector – a device which is used to couple (connect) parts of the system together. It may be an independent component of the system (such as a carabineer), or an integral component of part of the system (such as a buckle or D-ring sewn into a body belt or body harness, or a snap-hook spliced or sewn to a lanyard or self-retracting lanyard).
- G. DBA - A unit for expressing the relative intensity of sound.
- H. Dielectric Strength - a nonconductor of direct electric current.
- I. Eye and Face Protection - protective devices intended to shield the wearer's eyes and face from a variety of hazards, shall meet the

requirements and specifications established in the American National Standard Institute's Practice for Occupational and Educational Eye and Face Protection Z 87.1 - 2003.

- J. Face shield - A protective device commonly intended to shield the wearer's face, or portions thereof, in addition to the eyes, from certain hazards.
- K. Goggle - A protective device intended to fit the face immediately surrounding the eyes in order to shield the eyes from a variety of hazards.
- L. Hand and Body Protection - Protective gloves or clothing worn by an individual to reduce the risk of contamination or electric shock.
- M. Hard Hats – hard hats for protecting heads from impact and penetration, from falling and flying objects, shall meet the requirements and specifications established in the American National Standard Institute's Safety Requirements for Industrial Head Protection, Z89.1 - 2003.
- N. Hearing Protection - A protection device designed to reduce the effects of noise exposure.
- O. Lanyard – A flexible line of rope, wire rope or strap which is used to secure the body belt or body harness to deceleration device, lifeline or anchorage.
- P. PPE - Personal Protective Equipment
- Q. Personal fall arrest system – A system used to arrest an employee in a fall from a working level. It consists of an anchorage, connectors, a body belt or body harness and may include a lanyard, deceleration device, lifeline, or suitable combinations of these.
- Q. Protective Footwear - A protective shoe or boot worn by an individual to reduce the risk of impact, contamination or electric shock. Footwear shall meet the requirements and specifications established in the American National Standard Institute's guidelines (ANSI Z41 - 1991).
- R. Respiratory Protection - A protective device that is issued to reduce individual exposure to occupational disease caused by breathing air contaminants (e.g. harmful dusts, fogs, fumes, mists, gases, smokes, particles, sprays, and vapors). Respirators shall meet the requirements and specifications established in the American National Standard Institute's guidelines (29 CFR 1910.134).
- S. Safety Restraint Device - A safety device (seat belts, shoulder harnesses, etc.) used to restrain an individual in a moving vehicle to reduce the severity of injury.
- T. Safety Vests/Shirts - A vest or shirt worn by an individual working in areas where it is determined necessary that they be clearly visible.

- U. Spectacle - A protective device to shield the wearer's eyes from a variety of hazards, depending on spectacle type.
- V. Tie-off – The act of an employee wearing personal fall protection equipment connecting directly or indirectly to an anchorage. It also means the condition of an employee being connected to an anchorage.

### Responsibilities

- A. Department/Division heads and supervisors are responsible for administration of this policy as it pertains to employees and work areas under their jurisdiction. Employees are responsible for observing safe operating procedures pertinent to their duties and for being familiar and complying with this policy.
- B. Department/Division heads shall identify the work areas and hazardous environments and formulate written policies for same.

### Hard Hats

- A. Hard hats shall be worn by all employees who are required to work, including but not limited to, any of the following circumstances or conditions:
  - 1. Within a posted hard hat area.
  - 2. On any job where an employee may be struck by falling or flying objects or menaced by bumps, such as, but no limited to:
    - a) Traffic sign maintenance and installations;
    - b) Street lighting maintenance and installation;
    - c) Heavy equipment activities;
    - d) Shovel gang operations;
    - e) All demolition activities;
    - f) All construction and excavation activities including road work;
    - g) Tree trimming or removal activities;
    - h) Below lift or scaffold activities;
    - i) Storage, stockpile, or inventory storage activities where posted.
    - j) Where the danger from electrical hazards exist
- B. Hard hats must, at a minimum, meet current OSHA Class G level, which protects against impact hazards and provides limited voltage protection (up to 2,200 volts).
- C. Bump style caps are not allowed.
- D. Hard hats are to be inspected, maintained, and worn in accordance with the manufacture's recommendations.
- E. Hard hats that sustain a heavy impact are to be taken out of service.

### Eye and Face Protection

- A. Proper eye protection may include, but not limited, the following: safety glasses, with or without safety side shields, splash goggles, face shields, welding helmet, and welding goggles
- B. Appropriate eye and face protection shall be worn by all employees who are required to work, including but not limited to, any of the following circumstances or conditions:
  - 1. All operations where hardened metal tools are struck together.
  - 2. Where equipment or material is struck by a hand tool.
  - 3. Where the cutting action of a tool causes particles to fly.
  - 4. By other employees who may be exposed to flying particles.
  - 5. Mowing operation and chain saw use.
  - 6. Where woodworking or cutting tools are used head-high or overhead with the chance of particles falling or flying into the eyes.
  - 7. When cutting wire and cable, striking wrenches, using hand drills, chipping concrete, removing nails from scrap lumber, shoveling material head high, or using wrenches or hammers overhead, and on other jobs where particles of debris or materials may fall.
  - 8. Where exposed to splashes or corrosive chemicals or fine dust or mist.
  - 9. Where the face is exposed to radiant heat.
  - 10. For operations such as oxyacetylene welding, cutting, lead burning, and brazing.
  - 11. For any operation involving sawing or buffing metal, sanding, grinding, handling chemicals, or other hazards.
  - 12. Operation of powered landscape maintenance equipment (e.g., weed eater, trimmers, chippers, blowers, mowers, edgers, chain saws).
  - 13. All types of pneumatic tools (e.g., pressurized mechanical power washers).
- C. Selection - refer to selection chart and protective devices.
- D. Safety glasses are not required in transit between jobs.

### Hearing Protection

- A. All City employees will be provided with and required to wear an approved hearing protection device when exposed to noise which exceeds those levels and exposure limits as established by the Occupational Safety & Health Administration. Such protective devices shall have an Environmental

Protection Agency Noise Reduction Rating (NRR) so as to provide adequate protection. The following listing is representative (not all inclusive) of the activities possibly requiring the use of hearing protectors:

1. Operations using landscape maintenance equipment

2. Operations at utility facilities

3. Operations in construction areas

4. Operations of heavy equipment

5. Operations in machine shops

6. Operations involving equipment used in street repair
- B. Supervisors are responsible for the distribution of hearing protectors and will share the responsibility for proper use.
- C. Hearing protective equipment (of a non-disposable nature) will be replaced only upon receipt of the original equipment, showing why it is no longer useful, or upon reasonable explanation as to why the equipment is missing or was destroyed beyond recovery. Should the equipment be damaged or lost through misuse or carelessness, the responsible employee may be charged the replacement cost of the equipment.
- D. The following table summarizes current permissible noise exposure limits:

<u>Duration per day, hours</u>	<u>Sound Level DBA</u>
8	90
6	92
3	97
2	97
1 1/2	100
1	105
1/2	110
1/4 or less	115

- E. The use of headset radios and music players by employees will not satisfactorily diminish ambient noise and may themselves create hazards and are, therefore, prohibited.

Safety Vests/Shirt

- A. To comply with the ANSI Class 2 Minimum Standards, employees working on, or near, a roadway shall be provided with apparel designed to warn motorists of their presence (orange safety vest or shirts).
1. Additional equipment such as orange gloves, cap, etc. may be provided if deemed appropriate.

2. The roadway is defined as the area between the curb and where curbs would be if said area does not have curbs.
  - a. Employees working in any other area where it is determined necessary that they be clearly visible shall also be provided with safety apparel
  - b. Employees, upon being provided with appropriate safety apparel shall wear same when working in any of the areas outlined above.
  - c. Each supervisor is responsible for the distribution and proper use of this equipment.
  - d. Each employee provided with safety apparel is responsible for its maintenance and proper use when in their care.
  - e. If this equipment is damaged or lost through misuse or carelessness, the responsible employee may be charged the replacement cost.

#### Hand - Body Protection

- A. Employees working in areas or operations where the following personal protective equipment is required shall wear the equipment as long as the hazard is or may be present.
  1. Work clothing - Appropriate clothing is provided or required when working for the City. The clothing shall not interfere with the performance of an employee or expose him/her to unnecessary hazards. Long sleeve shirts may be required on certain operations.
  2. Special clothing - Special clothing may be required to protect an employee from impacts and dust, fire and heat, vapors, moisture and corrosive liquids, as well as, temperature changes.
  3. Gloves - Appropriate gloves are provided and their use required when an employee is working in an area where he/she is exposed to injury to the hands or fingers from material, machinery, heat, chemicals, electrical, contact, sharp objects, etc.
  4. Each department or division is responsible for identifying those areas, operations, in which such equipment is necessary, including the type of equipment required.

#### Protective Footwear

- A. To establish minimum foot protection requirements for those employees involved in job activities where such protection is normally required.
  1. Shoes such as sneakers, sandals, canvas tops, are not acceptable in the work environment and are prohibited.
  2. Leather work shoes or boots with durable soles must be worn by all field personnel.

- a. This includes but is not limited to such occupations as street repair, park maintenance, firefighters, police officers, mechanics, utility service workers, maintenance personnel, building inspectors, etc.
  - b. Employees involved in working with or near electric utility lines or equipment shall have the appropriately designated footwear.
3. Each supervisor is responsible to ensure that proper footwear is being utilized by employees.

### Respiratory Protection

- A. Respirators that are applicable and suitable for the purpose intended will be supplied to all employees when such equipment is necessary for their protection.
- 1. Respirators will be selected on the basis of hazards to which the worker is exposed. All existing inhalation hazards at various locations will be identified and personnel will be trained in the proper use of the equipment assigned to those particular hazards to which they are exposed.
    - a. Proper selection of respirators shall be made according to the guidance of 29 CFR 1910.134.
  - 2. Training will include the following:
    - a. Identification of the proper devices for the hazard involved.
    - b. Determining the proper fit.
    - c. Cleaning and care of the respirator(s).
    - d. Identifying worn and deteriorating parts, and replacement of same.
  - 3. A respirator should be assigned to individual employees for their exclusive use, in order to prevent the spread of any communicable diseases.
  - 4. Respirators will be cleaned and disinfected after use each day.
  - 5. Clean respirators should be stored in a convenient sanitary place. Most respirators will be purchased with a re-usable plastic bag for this purpose.
  - 6. Regularly inspect respirators for defects and deterioration of parts each time it is cleaned. If a defect is found, contact your supervisor (a substitute will be issued until yours can be repaired or replaced).
  - 7. Inspections will be made of all respiring devices to check for proper use, cleanliness, and proper maintenance. Inspection reports will be kept on file in the respective department.



8. An initial physical will be performed to determine if an employee is able to perform his duties while using a respirator. A periodic physical examination will be performed to determine if any inhalation problems have occurred during their use.

#### Vehicle Safety Restraint Devices

- A. All City vehicles and equipment designed to require or permit the installation of safety restraints (seat belts, shoulder harnesses, etc.) shall be so equipped.
- B. All drivers and occupants of City vehicles equipped with safety restraint devices are required to utilize them.
- C. All drivers of City vehicles equipped with safety restraint devices must require all passengers to utilize said equipment prior to the operation of the vehicle.
- D. The drivers of City vehicles shall not remove, defeat or deactivate any safety restraint device, and shall advise Vehicle Maintenance whenever said device is not functioning properly.
- E. The following may be considered exceptions of the above policies.
  1. When it becomes necessary due to an emergency to carry more passengers than the vehicle has safety restraints.
  2. Specific operations may be excluded from these regulations with written approval from the Department Director and City Manager.
  3. Riding on non-passenger areas is prohibited.

#### Fall Protection

- A. These are guidelines to protect all City of Moberly engaged in outdoor or indoor work activities that expose them to potential falls from elevations.
  1. Examples of Approved Fall Protection Systems:
    - a. Personal fall arrest system that includes full body harness, lanyard, connectors and anchor point
    - b. Guardrail system
    - c. Safety net
    - d. Safety monitoring system
    - e. Articulating man lift provide provided with a restraint system and full body harness to an anchor.
  2. Fall protection is required wherever the potential to fall 6 feet or more exists. The City of Moberly has identified the following places concerning fall protection:
    - a. All tasks requiring use of an articulating lift or bucket truck.

- b. All tasks requiring standing on the platform of the ladder truck.
  - c. Lift stations.
  - d. Water storage tanks and/or towers.
  - e. All tasks requiring to on flat or sloped roof location when within 6 feet of the roof edge or during roof repair and maintenance.
  - f. All open excavations or pits.
  - g. All mezzanine and balcony edges.
  
  - h. All tasks requiring employees to lean outside the vertical rails of ladders.
  - i. Fall protection is not needed if an employee or employees are on a low slope roof for inspection/observation only.
3. Maintenance and Storage of Equipment
- a. Never store the personal fall arrest equipment in the bottom of a toolbox, on the ground, or outdoors exposed to the elements.
  - b. Hang equipment in a cool, dry location in a manner that retains its shape.
  - c. Always follow manufacture recommendations for cleaning and inspecting.
  - d. Never use the equipment for anything other than personal fall arrest.
  - e. Once exposed to a fall, remove equipment from service.
4. Training
- a. Each employee who may be exposed to fall hazards will be trained to recognize the hazards and the procedures to follow to minimize the hazards. The training will include: fall hazards in the work area; correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems used; use and operation of the fall protection systems used; role of employees in fall protection plans; what rescue procedures to follow in case of a fall.
5. Rescue Procedures
- a. In the unlikely event that a fall arrest occurs on-site, personnel with the use of an articulating man lift or ladders where feasible, will rescue all employees. Alternate rescue would be through local emergency services.

## WORK ZONE BARRICADING/CONSTRUCTION PROCEDURES

When working on a City Construction Project all traffic and safety devices shall conform to the “Manual on Uniform Traffic Control Devices for Streets and Highways”. It is necessary to provide/maintain such signs, lights and watchmen, fences/barriers as necessary to protect the work and provide for safe / convenient public travel.

During the construction period:

1. All excavations three feet or greater in depth shall be protected with a tape barrier not less than 42 inches high. Open trenches and other excavations shall be provided with suitable barriers, signs, and lights to the extent that adequate protection is provided to the public.
2. Obstructions shall be illuminated during the hours of darkness. This includes equipment, material storage, etc.
3. Warning signs shall be provided to properly control and direct traffic.
4. Street name signs shall be kept in service during the construction period.
5. If possible access shall be maintained for residents and businesses located along the job site. They shall be informed of any changes in access to their property. This should be done well in advance of the start of construction. The work should be scheduled to provide minimum inconvenience to the public.
6. Active utilities, sewers, gutters, and other drains shall be maintained in operating condition during the course of the work.
7. Utility company(s) or other interested parties shall be notified when utility lines are liable to be damaged through performance of the work, make arrangements as appropriate. Take reasonable precautions against damage to existing utilities. In the event of a break to an existing water main, gas main, sewer or underground cable, immediately notify a responsible official from the organization operating the utility interrupted.
8. Before entry into an open trench, employees shall shore, support, and take appropriate steps to protect themselves.

**WARNING DEVICES/SIGNS INSPECTION FORM**

It is the policy of the City that an assigned employee of the Street and Water/Sewer Department complete the following form at the time warning devices/signs are placed in the City right-of-way. Upon completion, this form must be retained in Departmental files.

Intersection/Street: \_\_\_\_\_  
\_\_\_\_\_

Type/Number of Warning Device/Sign(s):

Barricades \_\_\_\_\_ Barrels \_\_\_\_\_  
Safety Fence \_\_\_\_\_ Signs \_\_\_\_\_

Warning Devices/Signs were situated at above location on: \_\_\_\_\_  
\_\_\_\_\_

Re-inspection(s) to ensure that warning devices are in place were made on:

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

Warning Devices/Signs were removed from site on: \_\_\_\_\_  
\_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Assigned Employee

## EMPLOYEE VIOLATION OF SAFETY REQUIREMENTS

- A. Any employee found to be in violation of this section or other sections of this manual shall be subject to dismissal in accordance with Section IX of the City Personnel Manual.

All employees may be dismissed at any time for any of the causes listed in Section IX. The employee will be advised in writing of the reasons for the dismissal no later than two days before the effective date. A copy of the dismissal notice will be placed in the employee's personnel file.

# City of Moberly

## City Council Agenda Summary

Agenda Number: #7.  
 Department: Fire  
 Date: October 16, 2023

**Agenda Item:** A Resolution Of The City Of Moberly, Missouri, Authorizing The Sale Of A 2007 Pierce Contender Fire Engine To The Sumner County Fire Protection District.

**Summary:** The Fire Department/City placed the 2007 Pierce Contender onto the Brindlee Mountain website for sale. After four months, there have been no offers to purchase the truck. We were contacted by the Sumner Fire Protection District about possible purchase of the engine. They came to the department, ran the truck through its paces, and went back to discuss possible purchase with their Board and their banking institution. They contacted the Fire Department with an offer for \$60,000.00 for the purchase of the truck. The Department recommends the Council accept the offer.

**Recommended**

**Action:** Please approve the Resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING THE SALE OF A 2007 PIERCE CONTENDER FIRE ENGINE TO THE SUMNER COUNTY FIRE PROTECTION DISTRICT.**

**WHEREAS**, the Moberly Fire Department purchased a new Rosenbauer Commander fire engine and has had its 2007 Pierce Contender (“Pierce”) fire engine in surplus for the last several months; and

**WHEREAS**, the Sumner County Fire Protection District out of Sumner, Chariton County, Missouri inquired about the availability of the Pierce and has made an offer to purchase the engine for the sum of \$60,000.00; and

**WHEREAS**, the Moberly Fire Department considers the offer to be a fair price for the Pierce and recommends to the City Council that the offer be approved.

**NOW, THEREFORE, BE IT RESOLVED** this 16<sup>th</sup> day of October 2023, by the City of Moberly City Council that the offer to purchase the Pierce fire engine by the Sumner County Fire Protection District be approved and hereby authorizes the City Manager or his designee to take such action as may be necessary to complete the sale of the engine.

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

**ATTEST:**

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

# City of Moberly

## City Council Agenda Summary

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

#8.

Department: Public Works

Date: October 16, 2023

**Agenda Item:** A Resolution Accepting The Bid Of Willis Bros., Inc And Ratifying The Installation Of A Twenty-Four Inch Standpipe At The Fox Park Retention Basin.

**Summary:** Prices ranged from \$2,000 to \$12,000, and while the upper prices ones have some additional features, such as a concrete base/pad and some seeding, we were looking for the baseline to get the job done on a \$0 budget. The proposal from Willis Brothers while lacking the small concrete pad, is significantly less expensive even if they added the pad. As Public Works agreed to fund this stormwater project in a park facility, I am willing to pay up to the \$2,000 to try and make this a more attractive/functional retention basin vs. the current weedy, hard to maintain detention basin.

The 24" existing outfall pipe has not experienced any significant detention, even when we had the 6.5" rainfall. The proposed standpipe will still have a 24" intake to let water leave at a reduced rate from the 36" outlet that discharges into the basin. There are several feet of freeboard remaining above the standpipe and the overflow discharges to the same channel as the outlet pipe. Based on existing rainfall events, there is no anticipated impact for at least a 25-year rainfall event.

They have installed the standpipe, but as they were starting, I was concerned with the layout of having an 8' tall piece of ADS freestanding in the pond with potential ice heave. We installed a steel brace pipe but also wanted some blocking under the elbow to brace it. That was the concrete (\$500) add on.

### Recommended

**Action:** Approve this resolution

**Fund Name:** Street CIP Contracted Services

**Account Number:** 601.000.5406

**Available Budget \$:** 75,000.00

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

### Mayor

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

### Council Member

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

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

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

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

Passed

Failed



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

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

**A RESOLUTION ACCEPTING THE BID OF WILLIS BROS., INC AND RATIFYING THE INSTALLATION OF A TWENTY-FOUR INCH STANDPIPE AT THE FOX PARK RETENTION BASIN.**

**WHEREAS**, city staff advertised for bids to install a twenty-four inch upright standpipe at the Fox Park Stormwater Retention Basin; and

**WHEREAS**, three bids were received with the bid of Willis Bros. Inc., in the amount of \$2,500.00 being the lowest responsible bid; and

**WHEREAS**, because Willis Bros., Inc., was on location and would have to remobilize (resulting in a higher cost) the department head authorized the work for the bid amount; and

**WHEREAS**, city staff are asking that the City Council accept the bid and ratify the work which has already been completed.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the bid of Willis Bros., Inc., and ratifies the work done under the bid and further authorizes all other actions necessary to carry out the intent of this Resolution.

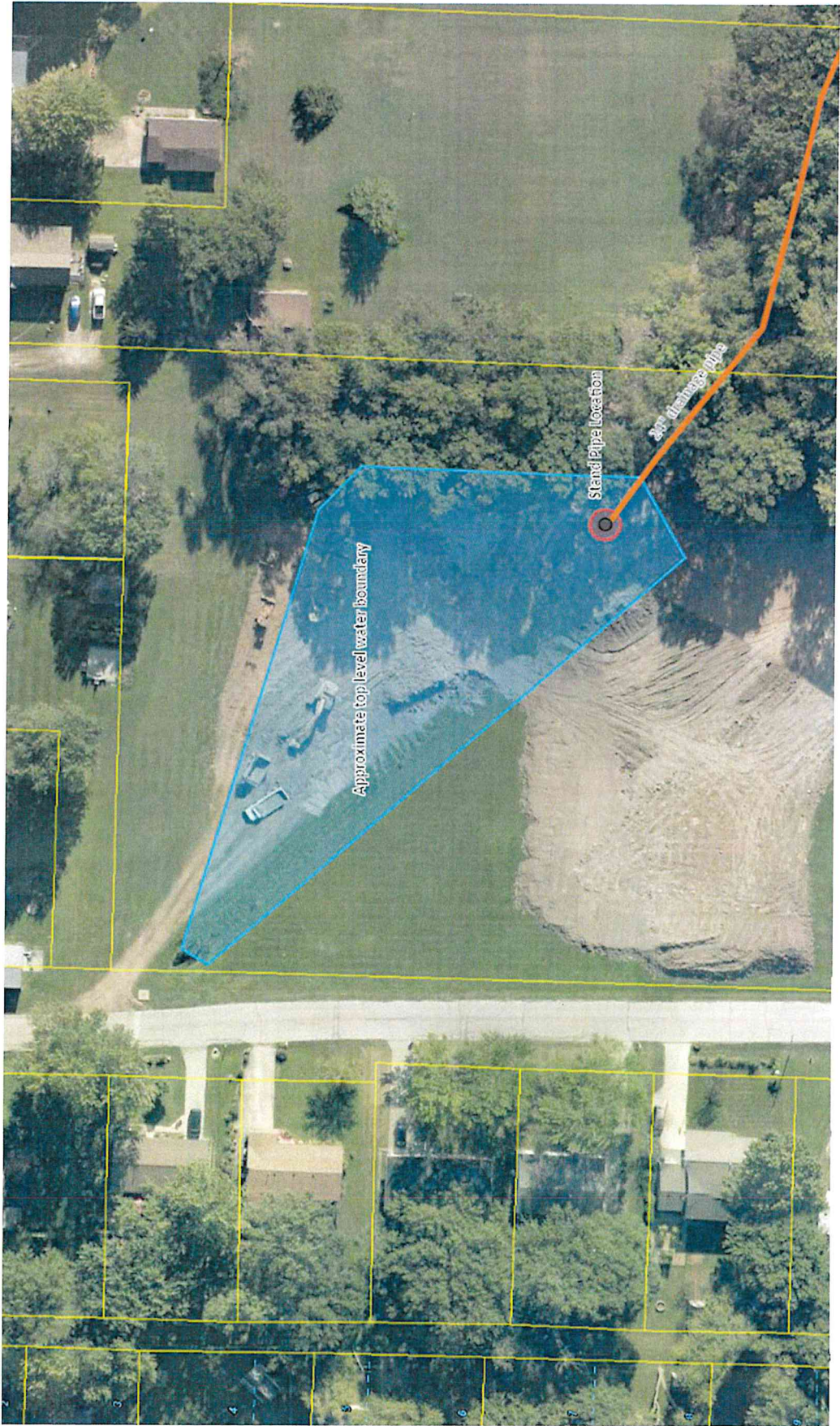
**RESOLVED** this 16th day of October, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

Fox Park Retention Basin





**WILLIS BROS., INC.**  
**30285 KIMBALL PLACE**  
**MACON, MISSOURI 63552**  
**660-385-3327/FAX 660-385-7110**

### Quote

September 6, 2023

City of Moberly  
Tom Sanders

Install 24" Uprights at Fox Park Stormwater Retention Basin. \$2,000.00

Please call if you have any questions.

Sincerely,

Tom Willis  
660-651-0935



**From:** Jeremy Sapp <jeremy@sappconstruction.com>  
**Sent:** Wednesday, September 13, 2023 6:58 AM  
**To:** Tom Sanders <tsanders@cityofmoberly.com>  
**Subject:** Fox creek, Sep 13, 2023 at 6.46 AM

Please see the attach!

It comes out to be the almost the same money Either way you go concrete or plastic. both forms we use all the time either one would be perfectly fine for your situation!

Concrete inlet  
\$12,558

PVC inlet  
\$11,778.

I included seeding and mulching of the little bit we are going to disturb.

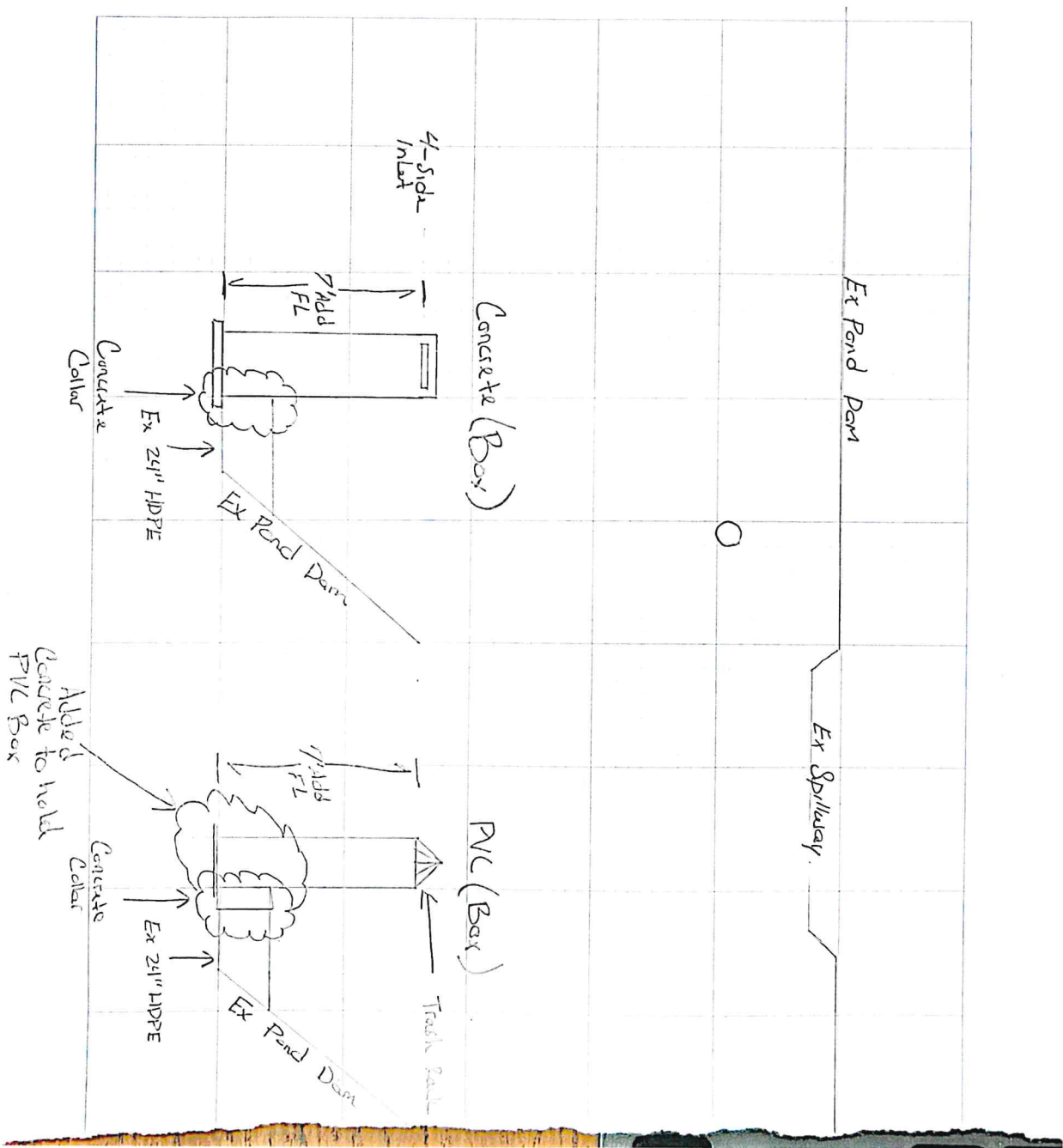
It would be something that would be neat to do now everything is good and dry!

If it would help, we can do something in a couple multiple different bills different months!?

Let me know if you have any questions and how I can help! Thanks

Jeremy Sapp  
Sapp Construction, Inc  
573-489-3965









## C.L. Richardson Const. Co. Inc.

15475 Hwy 63 South

Ashland, Mo. 65010

Contact:

Phone: 573-657-9557

Fax: 573-657-1078

Quote To:

CITY OF MOBERLY

Attn:

TOM SANDERS

Phone:

Fax:

tsanders@cityofmoberly.com

Job Name:

DETENTION POND STANDPIPE

Job No:

HB23055

Date of Plans:

09/08/2023

Date of Quote:

09/13/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>DETENTION POND STAND PIPE</b>				
11	MOBILIZATION	1.00	LS	1,320.00	1,320.00
12	INSTALL PIPEING	1.00	LS	4,622.93	4,622.93
13	CONCRETE BASE	1.00	LS	613.80	613.80
	<b>SUBTOTAL</b>				<b>\$6,556.73</b>
<b>GRAND TOTAL</b>					<b>\$6,556.73</b>

### NOTES:

#### EXCLUSIONS:

1. Staking & testing
2. Cleanup for others
3. Removal or relocation of existing utilities in conflict with the work
4. Rock excavation
5. Seeding, mulching, fertilizing & landscaping
6. Any item not specifically mentioned in bid
7. Removal or replacement of unsuitable sub grade
8. Haul off or disposal of any controlled or regulated materials
9. Any disposal fees required
10. Traffic control
11. Site Dewatering
12. Termite control
13. Vapor barrier under building slab
14. Roof drain construction
15. Water and application for compaction
16. Maintenance or repair of erosion control devices after installation, any repair will be at the owners or governing body direction at an hourly rate
17. Footing excavation & backfill beyond that mentioned in the bid
18. Water & sanitary sewer construction
19. Winterized concrete
20. Swppp reporting

NOTES:

1. Prices are good for 15 days, any change from today's current market may require a change order
2. Bid is all or none, some breakouts maybe possible with our approval
3. Bid assumes payment within 30 days from the date of invoice, after which 1 1/2% interest will be accessed to the unpaid monthly balance.

WE PROPOSE to furnish labor and material - complete in accordance with above specifications, and subject to conditions found on this Agreement, for the sum of:

\_\_\_\_\_dollars

Payment to be made as follows: Upon completion of project as specified above.

ACCEPTED: The above prices, specification and conditions are satisfactory and are heregy accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Respectfully Submitted,

C.L. RICHARDSON CONSTRUCTION

Date of Acceptance\_\_\_\_\_ By\_\_\_\_\_

By\_\_\_\_\_

By\_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

# City of Moberly

## City Council Agenda Summary

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

#9.

Department: Public Works

Date: October 16, 2023

**Agenda Item:** A Resolution Authorizing And Accepting A Change Order To The Agreement With Willis Bros., Inc., For The Sturgeon And Rollins Water Main Replacement Project.

**Summary:** Attached is the change order and the quotes for the work to be done on Sturgeon St., Fisk Ave and Homestead Dr. while they are in town doing the Sturgeon St. and Rollins St. water main replacement.

### Recommended

**Action:** Approve this resolution.

**Fund Name:** Trans Trust

**Account Number:** 600.000.5406

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

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input 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>Change Order</u>

### Roll Call

**Aye** **Nay**

### Mayor

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

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

### Council Member

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

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

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

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

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

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

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

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

Passed Failed

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

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

**A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE AGREEMENT WITH WILLIS BROS., INC., FOR THE STURGEON AND ROLLINS WATER MAIN REPLACEMENT PROJECT.**

**WHEREAS**, on January 3, 2023, this Council approved a contract with Willis Bros., Inc., under an EDA grant to replace the water main at Sturgeon and Rollins; and

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

**WHEREAS**, a proposed Change Order (attached hereto) has been submitted by Willis Bros., to improve drainage and repave the street in the amount of \$34,872.50; and

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

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

**RESOLVED** this 16th day of October, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

**CHANGE ORDER NO. 3**

Owner: City of Moberly, Missouri      Owner's Project No.:  
 Engineer: Jacobs Engineering Group, Inc.      Engineer's Project No.: C5X55931  
 Contractor: Willis Bros. Inc      Contractor's Project No.:  
 Project: Sturgeon and Rollins Water Main Replacement  
 Contract Name: Sturgeon and Rollins Water Main Replacement Construction Contract  
 Date Issued: July 7, 2023      Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

## Description:

1. Remove and replace 60' of 24" culvert pipe under Fisk Ave, install new metal flared end section, backfill and pour back concrete, \$7,500.
2. Place (4) 4' under-drain lines on Homestead Dr. with rock drainage around them, total estimated length is 250', \$7,800.
3. Ditch 1,625' along Sturgeon St. creating positive drainage and installing 75' of 12" HDPE piping near the intersection of Lee St., 19,572.50

Attachments: Price quotes from Willis Bros.

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 1,454,475.00	Substantial Completion: 180 days
	Ready for final payment: 210 days
Increase from previously approved Change Orders No. 1 and 2	NO CHANGE from previously approved Change Order No.1
\$ 25,030.00	Substantial Completion: 180 days
	Ready for final payment: 210 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 1,479,505.00	Substantial Completion: 180 days
	Ready for final payment: 210 days
Increase this Change Order:	NO CHANGE this Change Order:
\$ 34,872.50	Substantial Completion: _____
	Ready for final payment: _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 1,514,377.50	Substantial Completion: 180 days
	Ready for final payment: 210 days

Recommended by Engineer (if required)

Authorized by Owner

By: Tobin Lichti \_\_\_\_\_

Title: Project Manager \_\_\_\_\_

Date: July 7, 2023 \_\_\_\_\_

EJCDC® C-941, Change Order.

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	Accepted by Contractor	Approved by Funding Agency (if applicable)
By:	<hr/>	<hr/>
Title:	<hr/>	<hr/>
Date:	<hr/>	<hr/>



**WILLIS BROS., INC.**  
**30285 KIMBALL PLACE**  
**MACON, MISSOURI 63552**  
**660-385-3327/FAX 660-385-7110**

Quote

June 12, 2023

City of Moberly  
Tom Sanders

Re: Fisk Ave Tube Replacement

24" Culvert to be provided by the City of Moberly.

Remove and replace culvert and pour back concrete.

Cut Streets, Excavate & Remove old tube.....	\$ 2,500.00
Traffic Control.....	\$ 500.00
Concrete.....	\$ 1,680.00
Labor & Equip.....	<u>\$ 2,820.00</u>
	\$ 7,500.00

Please call if you have any questions.

Sincerely,

Tom Willis  
660-651-0935



**WILLIS BROS., INC.**  
**30285 KIMBALL PLACE**  
**MACON, MISSOURI 63552**  
**660-385-3327/FAX 660-385-7110**

Quote

June 12, 2023

City of Moberly  
Tom Sanders

Re: Homestead Drive

Place 4~4" underdrains in Homestead Drive.

Cut streets.....	\$ 1,000.00
Materials.....	\$ 3,000.00
Labor & Equip...	<u>\$ 3,800.00</u>
	\$7, 800.00

The City of Moberly will do the street repair.

Please call if you have any questions.

Sincerely,

Tom Willis  
660-651-0935





**WILLIS BROS., INC.**  
**30285 KIMBALL PLACE**  
**MACON, MISSOURI 63552**  
**660-385-3327/FAX 660-385-7110**  
Qoute

Date June 19, 2023

City of Moberly, Mo.  
Tom Sanders

RE: South Sturgeon St.  
Ditching and installing 12" tube

1655 ln ft ditching	\$9.50 pr ft	\$15,722.50
---------------------	--------------	-------------

Breakout	
Equipment	\$7,250.00
Labor	\$6,750.00
Overhead	\$1,200.00
Profit	\$522.50

Install Tube Furnished by City	\$3,850.00
--------------------------------	------------

Breakout	
Cut Street and haul off spoils	\$1,850.00
Install tube and compact rock	\$1,750.00
Labor	\$1,500.00
Equipment	\$2,100.00
Overhead	\$150.00
Profit	\$100.00

Total	\$19,572.50
-------	-------------

Submitted by Tom Willis

Accepted by \_\_\_\_\_

Date \_\_\_\_\_

# ECONOMIC DEVELOPMENT ADMINISTRATION

## CHANGE ORDER FORM

EDA Award Number: 05-79-06034 Date: 7/11/23

Recipient: City of Moberly

Co-Recipient(s): \_\_\_\_\_

Recipient's Authorized Representative: Brian Crane 660-269-8705 ext 2062  
Name & Phone Number

Construction Contract No.	Contractor Name	Change Order No.
	Willis Bros., Inc.	3

The Change Order will provide for the following:

1. Remove and replace 60' of 24" culvert pipe under Fisk Ave, install new metal flared end section, backfill and pour back concrete, \$7,500.

Change Order Justification (Include cost analysis, if not unit cost in bid proposal or schedule of values):

See attachments. All work will be paid by the City; grant funds will not be utilized. The work is being done in areas where the street integrity is being compromised by poor drainage.

	TOTAL	EDA Funded Amount	* Non-EDA Funded Amount
Original Contract Amount	\$ 1,454,475.00	\$ 1,454,475.00	\$ 0
Current Contract Amount adjusted by previous Change Orders	\$ 1,479,505.00	\$ 1,479,505.00	\$ 0
<input checked="" type="checkbox"/> This Change Order will <input type="checkbox"/> (increase) <input type="checkbox"/> (decrease) the Contract Amount by:	\$ 34,872.50	\$ 0.00	\$ 34,872.50
The original, scheduled date of completion is/was:	09/27/2023	09/27/2023	09/27/2023
The new Contract Amount including this Change Order will be:	\$ 1,514,377.50	\$ 1,479,505	\$ 34,872.50
<input type="checkbox"/> The Contract Time will <input type="checkbox"/> (increase) <input type="checkbox"/> (decrease) the schedule by:	0 calendar days	0 calendar days	0 calendar days
The estimated date for completion of all work is:	9/27/2023 (Date)	9/27/2023 (Date)	9/27/2023 (Date)

\* Construction components not part of the EDA Grant Project and do not include EDA funds nor local match funds.

Tobin Lichti

Digitally signed by Tobin Lichti  
DN: cn=Tobin Lichti, o=City of Moberly, ou=City of Moberly, email=tlichti@cityofmoberly.com, c=US

7/11/2023

Prepared By (Signature)

Date

Tobin Lichti, Project Manager

Prepared By (Typed or Written Name & Title)

# City of Moberly

## City Council Agenda Summary

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

#10.

Department: Community Development

Date: October 16, 2023

**Agenda Item:** An Ordinance Approving A Subdivision Improvement Agreement With Schnell Construction, LLC., For Dream Moore Falls.

**Summary:** Larry Schnell has neared the completion of the Infrastructure installation of Angels Landing Plat 4 within Dream Moore Falls Subdivision. He has presented a Letter of Credit from County Bank to serve in place of the required bond for completion of the streets. All other components of the subdivision requirements must be completed and approved by the appropriate department prior to Final Plat being executed. Mr. Schnell wishes to continue progress and begin building out lots once the contract for the streets is executed. The Letter of Credit was presented to provide the required financial coverage required. Mr. Schnell has shown a continued commitment to building quality subdivisions and following through with timely completion of all the components of a subdivision development plan in previous projects.

Acceptance of this Letter of Credit will allow the Final Plat to be recorded and construction on residences to begin in conjunction with the completion of the streets.

### Recommended

**Action:** Accept this ordinance.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

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

### Roll Call

### Aye

### Nay

### Mayor

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

### Council Member

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

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

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

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

Passed

Failed

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

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

**AN ORDINANCE APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH SCHNELL CONSTRUCTION, LLC., FOR DREAM MOORE FALLS.**

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

**SECTION ONE:** Schnell Construction, LLC (“Schnell”) is developing a subdivision platted as Angel’s Landing Plat 4 and has requested the City Council waive the requirement that all public improvements be completed and dedicated prior to the final plat being signed by the city.

**SECTION TWO:** That city code permits the city council to waive this requirement if a Subdivision Improvement Agreement is completed pursuant to Sec. 38.149 and cash security is provided for the public improvements.

**SECTION THREE:** Attached hereto and incorporated herein is a Subdivision Improvement Agreement (the “Agreement”) to allow for the signing of the final plat.

**SECTION FOUR:** The City Council hereby approves the Cooperative Agreement and hereby authorizes the Mayor of Moberly to execute said Agreement on behalf of the City.

**SECTION FIVE:** This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the Mayor to take such other and further action as may be required to accomplish the purposes of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 16<sup>th</sup> day of October, 2023.

**ATTEST:**

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

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

This ANGEL'S LANDING PLAT 4 SUBDIVISION IMPROVEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2023 by and between the **CITY OF MOBERLY, MISSOURI** a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the "**City**") and the **SCHNELL CONSTRUCTION, LLC**, a Missouri Limited Liability Company located at 13255 N Route Z, Centralia, MO ("**Schnell**" and together with the City the "**Parties**").

**RECITALS**

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with any private person, firm, association or corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality.

B. Schnell is in the process of developing a housing project named Dream Moore Falls (the "development") as further depicted on the attached Angel's Landing Plat 4, (Exhibit #1) and has requested that the city waive the requirement that all public improvements in the development be completed and dedicated to the city prior to the signing of the final plat and permit a Subdivision Improvement Agreement be approved pursuant to city code.

C. The Parties desire to enter into this Agreement to allow the signing and recording of the final subdivision plat.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

**1. The Project.** Schnell has yet to complete all of the streets in the development. Schnell has a bid from Capital Paving to lay 6598 square yards of asphalt paving, lay and compact 6" of BB asphalt with the tack coat included for the sum of \$335,700.00. The installation of the streets is the last public improvement necessary to complete the development and obtain a final plat. Schnell has obtained a Performance Bond issued by County Bank in the amount of \$505,000.00 to the benefit of the City to secure the cost of the necessary street installation.

**2. City Code Section 38-149.** Section 38-149 (b) of the city code allows the city council to waive the requirement that a developer complete and dedicate all public improvements prior to the signing of the final plat and permit the developer to enter into a Subdivision Improvement Agreement whereby the developer agrees that within two years the public improvements will be completed. Whenever the city council permits an applicant to enter into a subdivision improvement agreement, it shall require the applicant to provide a cash escrow as security for the promises contained in the

agreement. The security shall be in an amount equal to 150 percent of the estimated cost of completion of the required public improvements. The Performance Bond posted by County Bank satisfies the cash escrow as security requirement. If the public improvements are not completed, then the cash security held by the city will be applied to the costs of completing the public improvements as provided in Sec. 38.150. If the public improvements are completed by Hathaway within 2 years the cash security will be returned to him as provided in Sec. 38-150.

**3. No Waiver of Sovereign Immunity; Limited Public Liability; No Personal Liability.**

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. The parties hereto agree that in no event shall the City or any of its officials, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to Schnell or any successor, assign, heir or personal representative of the Foundation in respect of any suit, claim, or cause of action arising out of this Agreement and Schnell hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to Schnell or the successors, assigns, heirs or personal representatives of Schnell in the event of any default or breach by any party under this Agreement.

**4. Notices.** Any Notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

If to the City:                      City of Moberly  
    101 West Reed Street – City Hall  
    Moberly, Missouri 65270  
    Attn: City Manager

If to Schnell:                      Larry Schnell  
    13255 N Route Z  
    Centralia, MO 65240

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Ten (10) days written notice thereof.

**5. Entire Agreement; Amendment.** The parties agree that this Agreement constitutes the entire agreement between them and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties and when authorized and approved by the Moberly City Council.

**6. Relationship of the Parties; No Third Party Right.** Nothing contained in this Agreement nor any act of Schnell or the City shall be deemed or construed to create a partnership or agency relationship between the parties, or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

**7. Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

8. **Binding Effect.** Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Schnell, the City, and their respective successors and permitted assigns.

9. **Choice of Law; Venue.** This Agreement and its performance shall be governed by and construed by the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suite in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in the Federal District Court for the Eastern District of Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

11. **Execution; Counterparts.** Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the City and Schnell have each caused this Agreement to be executed in multiple original counterparts in their respective names and attested to as of the date first above written.

CITY OF MOBERLY, MISSOURI  
(the “City”)

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

ATTEST:

By: \_\_\_\_\_  
Shannon Hance, City Clerk

STATE OF MISSOURI            )  
   )  
 COUNTY OF RANDOLPH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared Tim Brubaker, to me personally known, who by me being duly sworn, did say he is the Mayor of the City of Moberly, Missouri, a municipal corporation, and that this Agreement was signed and sealed on behalf of the said corporation by authority of its City Council, and the said Tim Brubaker acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in Randolph County, Missouri the day and year first above written.

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

My commission expires: \_\_\_\_\_

**Dream Moore Falls**

\_\_\_\_\_  
 Larry Schnell

STATE OF MISSOURI            )  
   )  
 COUNTY OF RANDOLPH        )

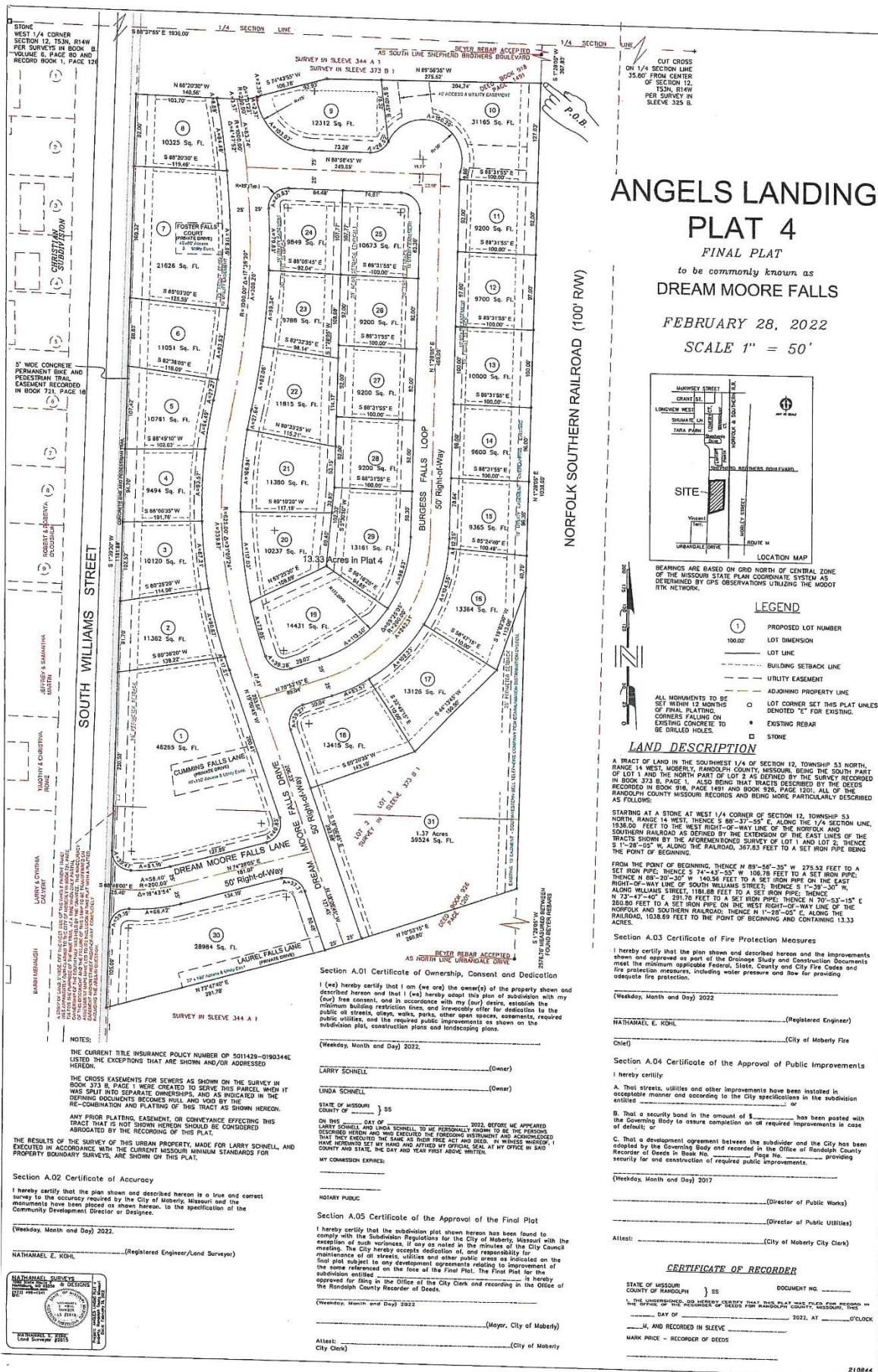
On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public, personally appeared Larry Schnell, to me personally known, who by me being duly sworn, did say that he is the managing member of Schnell Construction, LLC, and that this Agreement was signed by him upon authority given him by Schnell Construction, LLC and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the say and year last above written.

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

My commission expires: \_\_\_\_\_





## IRREVOCABLE STANDBY LETTER OF CREDIT APPLICATION

**DATE AND PARTIES.** The date of this Irrevocable Standby letter of Credit Application (Application) is September 22, 2023. The parties and their addresses are:

**APPLICANT:**

**SCHNELL CONSTRUCTION LLC**  
Entity Type: Limited Liability Company  
13255 N ROUTE Z  
CENTRALIA, MO 65240

**ISSUER:**

**COUNTY BANK**  
1615 N MORLEY  
MOBERLY, MO 65270

**BENEFICIARY:**

**CITY OF MOBERLY**  
Entity Type: Domestic Government Unit  
101 WEST REED STREET  
MOBERLY, MO 65270

**1. APPLICATION.** Applicant requests that Issuer issue an Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary for the account of Applicant up to the aggregate sum of \$ 505,000.00 (five hundred and five thousand dollars and zero cents U.S. Dollars). The Letter of Credit should be available by draft or drafts drawn in United States dollars on you at sight when accompanied by the following documents:

- A. The original Letter of Credit, together with any amendments.
- B. A sight draft drawn by Beneficiary on Issuer.

**2. EXPIRATION.** This Letter of Credit will expire at Issuer's office at 12:01 AM Central Time (Time) on September 28, 2024.

**3. DRAWINGS.** Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

**4. NON-TRANSFERABLE.** This Letter of Credit is not transferable.

**5. SPECIAL INSTRUCTIONS FOR LETTER OF CREDIT.** The following special instructions shall be inserted in the Letter of Credit: THIS PERFORMANCE BOND IS FOR ANGEL'S LANDING PLAT 4.

**6. PAYMENT.** Applicant authorizes Issuer to debit drawings, fees, and other charges incurred under the Irrevocable Standby Letter of Credit and Reimbursement Agreement to account No. 300759 SCHNELL CONSTRUCTION LLC or to any other account or accounts as agreed in this Application or Reimbursement Agreement.

**7. INTEREST.** Applicant agrees to pay Issuer interest on all amounts owing under the terms of this Application and the Reimbursement Agreement, as of the date Issuer is first entitled to demand payment, at the rate then in effect under the terms of the Promissory Note executed in conjunction with this Application. Issuer's acceptance of interest does not waive its right to demand and require immediate payment of amounts owing under this Application and corresponding Reimbursement Agreement.

**8. FEES AND CHARGES.** Applicant agrees to pay the following fees and charges for this transaction: NO FEES.

Applicant agrees to pay any and all costs incurred by Issuer for this transaction. Applicant will also pay all fees charged by any other institution for services rendered in connection with advising or confirming this letter. All fees are payable according to the following terms: .

**9. REIMBURSEMENT AGREEMENT.** This Application is subject to a Reimbursement Agreement, dated September 29, 2023 executed by Applicant in favor of Issuer (Reimbursement Agreement). By signing this Application, Applicant acknowledges receipt of a copy of the Reimbursement Agreement and agreement with its terms.



**SIGNATURE BY APPLICANT(S).** Applicant agrees to fulfill the terms and conditions specified in this Application and authorizes Issuer to issue an Irrevocable Standby Letter of Credit in favor of Beneficiary in any form not materially inconsistent with the information in this Application. Applicant acknowledges and agrees that acceptance of this Application by Issuer does not constitute a commitment or agreement by Issuer to issue or open the Letter of Credit described in this Application and that opening the Letter of Credit is subject to approval by Issuer and receipt by Applicant of an indication of such approval.

**APPLICANT:**

SCHNELL CONSTRUCTION LLC

By \_\_\_\_\_ Date \_\_\_\_\_  
LARRY V. SCHNELL, MEMBER

By \_\_\_\_\_ Date \_\_\_\_\_  
LINDA K. SCHNELL, MEMBER

**ACCEPTANCE BY ISSUER.** Issuer agrees to issue an Irrevocable Standby Letter of Credit pursuant to the terms of this Application and the separate Reimbursement Agreement.

**ISSUER:**

COUNTY BANK

By \_\_\_\_\_ Date \_\_\_\_\_  
MATT CLEAVINGER, PRESIDENT

For Creditor's Use Only					
<b>Date Application Received</b> September 22, 2023	<b>Received By</b> SCHNELL CONSTRUCTION LLC	<b>Decision</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	<b>Decision By</b> MATT CLEAVINGER	<b>Date of Notification</b> 09/21/2023	<b>Notification Given</b> <input type="checkbox"/> Email or Text <input checked="" type="checkbox"/> Face-To-Face <input type="checkbox"/> Mail or Fax <input type="checkbox"/> Telephone
<b>HMDA Reportable</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Census Tract</b>	<b>Account No. or HMDA ULI</b>		<i>Instruction: If this application for credit is HMDA reportable and one or more applicants are a natural person, have the separate HMDA Demographic Information form completed. Even if HMDA-reportable, do not complete the HMDA Demographic Information form for any guarantor.</i>	
<b>The HMDA Demographic information was provided through:</b>		<input type="checkbox"/> Mail or Fax <input type="checkbox"/> Telephone Interview <input type="checkbox"/> Email or Internet <input checked="" type="checkbox"/> Face-To-Face Interview (includes Electronic Media with Video Component)			

## IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number:

Amount: U.S. \$ 505,000.00 (five hundred and five thousand dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on September 29, 2023 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

## APPLICANT:

SCHNELL CONSTRUCTION LLC  
Entity Type: Limited Liability Company  
13255 N ROUTE Z  
CENTRALIA, MO 65240

## BENEFICIARY:

CITY OF MOBERLY  
Entity Type: Domestic Government Unit  
101 WEST REED STREET  
MOBERLY, MO 65270

## ISSUER:

COUNTY BANK  
1615 N MORLEY  
MOBERLY, MO 65270

1. **LETTER OF CREDIT.** Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under COUNTY BANK Letter of Credit No. dated September 29, 2023." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. **DRAWINGS.** Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

3. **DOCUMENTS.** Each Draft must be accompanied by the following, in original and two copies except as stated:

- A. The original Letter of Credit, together with any amendments.
- B. A sight draft drawn by Beneficiary on Issuer.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. **SPECIAL INSTRUCTIONS.** THIS PERFORMANCE BOND IS FOR ANGEL'S LANDING PLAT 4.

5. **EXPIRATION DATE.** This Letter of Credit expires at the close of business at Issuer's address at 12:01 AM Central Time (Time) on September 28, 2024 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

6. **NON-TRANSFERABLE.** This Letter of Credit is not transferable.

7. **APPLICABLE LAW.** This Letter of Credit is governed by the International Standby Practices 1998 (ISP98). This Letter of Credit is also governed by the laws of Missouri, except as those laws conflict with the International Standby Practices 1998 (ISP98).

## ISSUER:

COUNTY BANK

By  
MATT CLEAVINGER, PRESIDENT

Date

SCHNELL CONSTRUCTION LLC  
Standby Letter Of Credit  
MO/4XXLGORDY0000000003086036N

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## IRREVOCABLE STANDBY LETTER OF CREDIT REIMBURSEMENT AGREEMENT

**DATE AND PARTIES.** The date of this Irrevocable Standby Letter of Credit Reimbursement Agreement (Agreement) is September 29, 2023. The parties and their addresses are:

**APPLICANT:**

**SCHNELL CONSTRUCTION LLC**  
**Entity Type:** Limited Liability Company  
 13255 N ROUTE Z  
 CENTRALIA, MO 65240

**ISSUER:**

**COUNTY BANK**  
 1615 N MORLEY  
 MOBERLY, MO 65270

**1. CONSIDERATION AND SCOPE.** In consideration of Issuer opening any Letter of Credit (Credit) in Applicant's favor, Applicant agrees to the terms of this Agreement. This Agreement shall govern any Credit issued by Issuer on or after the date of this Agreement, except as expressly provided to the contrary in writing when the Credit is applied for and issued. This Agreement is not a commitment by Issuer to issue any Credit. Any Credit issued and subject to this Agreement will be pursuant to a separate Letter of Credit Application (Application for Credit) that is accepted by Issuer. In this Agreement, "Beneficiary" means any beneficiary of any Credit.

**2. REIMBURSEMENT TERMS.** Applicant agrees to reimburse Issuer immediately for Credit according to the following terms.

**A. Payment Of Draw Amounts.** Applicant agrees to pay Issuer upon demand the amount of any draft or request for payment Issuer has honored or will honor purporting to be drawn or made under any Credit. If requested by Issuer, Applicant shall pay such amounts in advance of the date Issuer or a confirming bank is to honor the draft or request for payment. Applicant shall pay such amount in good U.S. funds at the Issuer's address indicated in the DATE AND PARTIES section of this Agreement.

**B. Payment of Fees.** Applicant agrees to pay the following fees, plus interest on such amounts at the rate indicated in the corresponding Application for Credit: (1) all out-of-pocket expenses incurred by Issuer or its correspondents or imposed by its correspondents in connection with this Agreement; (2) any commission and other fees as may be agreed to between Applicant and Issuer or, in the absence of such agreement, in such reasonable amounts as may be determined by Issuer; and (3) the amount determined by Issuer to adequately reimburse it for its increased cost to maintain any Credit caused by any change in any law or regulation or in the interpretation of any law or regulation (such increases may include, among other things, a tax or governmental charge, a reserve or similar requirement, or the need to include the Credit in Issuer's calculations relating to its capital requirements).

**C. Payment of Interest.** Applicant agrees to pay Issuer interest on all amounts owing under the terms of this Agreement and any Application for Credit at the rate specified in the Application for the Credit. Interest shall begin to accrue on the date Issuer is first entitled to demand payment according to the terms of this Agreement. Issuer's acceptance of interest does not waive its right to demand and require immediate payment of amounts owing under this Agreement. No provision of this Agreement shall require the payment of interest at a rate greater than the maximum rate allowed by applicable law.

**D. Authorization to Charge Applicant's Account.** Applicant authorizes Issuer to charge Applicant's account as indicated in the Application for Credit.

**3. CONDITIONS.** Applicant will satisfy all of the following conditions prior to making any request for Issuer to issue any Credit pursuant to this Agreement. These are the minimum conditions under which Issuer would consider issuing any Credit, but satisfaction of these conditions does not commit Issuer to issuing any Credit under this Agreement.

**A.** There has not been a default under this Agreement or any other agreement Applicant has with Issuer, nor would issuance of Credit cause such a default.

**B.** Issuer has received all documents, information, certifications, and warranties as Issuer may require, all properly executed, if appropriate, on forms acceptable to Issuer. This includes, but is not limited to, Applications for Credit, security instruments, and other supporting documentation.

**C.** Applicant will have performed and complied with all conditions required for issuance of Credit in this Agreement and all other agreements made in conjunction with issuing Credit.

**D.** The warranties and representations contained in this Agreement are true and correct at the time of applying for the Credit.

**E.** Applicant's most recent financial statements and other financial reports, delivered to Issuer, are current, complete, true and accurate in all material respects and fairly represent Applicant's financial condition.

**F.** No proceeding under the United States Bankruptcy Code have been commenced by or against Applicant or any affiliate of Applicant.

**G.** The Application for Credit has been approved by Issuer in accordance with Issuer's internal standards and procedures for letter of credit transaction.

**4. WARRANTIES AND REPRESENTATIONS.** Applicant has the right and authority to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Applicant or to which Applicant is a party.

Applicant is duly organized and validly existing in all jurisdictions in which Applicant transacts business. Applicant has the power and authority to enter into this Agreement and to carry on Applicant's business as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Applicant operates.

The execution, delivery and performance of this Agreement and the obligation evidenced by this Agreement are within Applicant's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Applicant is a party or to which Applicant is or any of Applicant's property is subject.

Other than previously disclosed in writing to Issuer, Applicant has not changed Applicant's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Issuer's prior written consent, Applicant does not and will not use any other name and will preserve Applicant's existing name, trade names and franchises.

SCHNELL CONSTRUCTION LLC

Standby Letter Of Credit Reimbursement Agreement

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**5. AUTHORITY.** Applicant understands that if Issuer approves Applicant's Application and issues the Credit, the Credit may be drawn upon by the Beneficiary regardless of any representations or agreements the Beneficiary may have made to Applicant to the contrary. In this respect, Applicant understands that Issuer will be unconditionally obligated to, and will, timely honor a properly presented draft drawn by the Beneficiary under the Credit. If there is a drawing, Applicant will repay Issuer as provided in this Agreement even if Applicant disputes the right of the Beneficiary to have drawn upon the Credit.

If Issuer and its correspondents believe in good faith that a request or notice was authorized by Applicant, they may rely on it. This applies to oral, written, electronic or other requests or notices.

**6. APPLICANT SHALL REVIEW CREDIT.** Applicant shall review each Credit before or promptly after it is issued, and will immediately inform Issuer of any problems. If Applicant does not immediately inform the Issuer of any problem, then Applicant may no longer object to that problem. If there are any amendments or modifications of the terms of the Credit, this Agreement shall be binding upon Applicant with regard to the Credit as amended.

**7. PROBLEMS WITH DOCUMENTS OR SIGNATURES.** Issuer and its correspondents may accept any document appearing on its face to be in order. This is true even if there is a problem with the form, sufficiency, correctness, genuineness, or legal effect of that document or with the authority of any person signing that document. Issuer may refuse to pay any draft or request for payment that does not strictly comply with a Credit even if Applicant waives that non-compliance, and even if Issuer shall have asked Applicant to waive any non-compliance.

**8. DELAYS, LOST DOCUMENTS, ACTS OF GOD.** Issuer and its correspondents shall not be responsible for any delayed, lost, or altered documents or communications. Also, they shall not be responsible for interruptions of their businesses caused by acts of God, riots, civil disturbances, insurrections, wars, or other causes beyond their control or by labor disputes.

**9. REPRESENTATIVES.** If Issuer believes that a representative is acting for another person, then Issuer and its correspondents may treat any document signed by that representative as having been signed by that other person. Such a representative could include an administrator, executor, trustee in bankruptcy, or receiver of any of the property of that other person.

**10. FINANCIAL INFORMATION.** Applicant agrees promptly to provide such financial information as Issuer shall request, including any statements of financial condition and operations.

**11. LIMITATION OF LIABILITY.** Neither Issuer nor any of its correspondents shall be in any way responsible for any Beneficiary's responsibilities to Applicant. If Issuer or any of its correspondents takes any act in connection with a Credit or any related draft, document or other communication, and it takes that act in good faith and according to United States or other applicable law, then that act shall be binding upon Applicant. Also, such act shall not cause Issuer or any of its correspondents to be liable to Applicant. "Act" includes any action, inaction, or omission. Issuer shall never be liable to Applicant for any incidental, consequential or special damages. Issuer shall not be responsible for any error, neglect, or default of any of Issuer's correspondents. None of the foregoing shall affect, impair, or prevent Issuer from exercising its rights under this Agreement.

The users of the Credit shall be deemed Applicant's agents and Applicant shall assume all risks of their acts or omissions. Neither Issuer nor Issuer's correspondents shall be responsible for (a) the adequacy or validity of any insurance or insurer; (b) the validity, sufficiency or genuineness of documents, even if they are ultimately proven to be in any or all respects invalid, insufficient, fraudulent or forged; (c) the solvency or responsibility of any party issuing any documents; (d) delay in arrival or failure to arrive of any documents; (e) delay in giving or failure to give notice of arrival or any other notice; (f) failure of any draft to bear adequate reference to the Credit; (g) failure of documents to accompany any draft at negotiation or failure of any person to endorse on the Credit the amount of any draft or to surrender or take up the Credit or to send documents apart from drafts as required by the terms of the Credit, each of which provisions, if contained in the Credit itself, it is agreed may be waived by Issuer; or (h) errors, omissions, interruptions or delays in transmission or delivery of any message by mail, cable, telegraph, wireless or otherwise.

**12. INDEMNIFICATION AND REIMBURSEMENT FOR COSTS AND LOSSES.** Applicant will indemnify Issuer and its correspondents, and their officers, employees and agents, against their loss or damage in connection with any action Issuer or its correspondent shall take or not take in connection with any Credit, unless that loss or damage is caused by Issuer's or its correspondent's gross negligence or intentional misconduct. Applicant will also reimburse Issuer for Issuer's costs of enforcing this agreement (including reasonable attorneys' fees) and for any dispute regarding this agreement or any Credit.

**13. DEFAULT.** Applicant will be in default if any of the following occur:

A. Applicant fails to make a payment in full when due.

B. Applicant makes an assignment for the benefit of creditors or becomes insolvent, either because Applicant's liabilities exceed Applicant's assets or Applicant is unable to pay Applicant's debts as they become due; or Applicant petitions for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petitions or action under such laws and fails to have the petition or action dismissed within a reasonable period of time not to exceed 60 days.

C. Applicant merges, dissolves, reorganizes, or ends its business existence, or a partner or majority owner dies or is declared legally incompetent.

D. Applicant fails to perform any condition or to keep any promise or covenant of this Agreement.

E. Applicant defaults on any other agreement Applicant has with Issuer.

F. Applicant makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

G. Applicant fails to satisfy or appeal any judgment against Applicant.

H. Applicant changes Applicant's name or assumes an additional name without notifying Issuer prior to making such a change.

I. Applicant transfers all or a substantial part of Applicant's money or property.

J. Issuer determines in good faith that a material adverse change has occurred in Applicant's financial condition from the conditions set forth in Applicant's most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Credit is impaired for any reason.

**14. REMEDIES.** In the event of a default by Applicant, Applicant will pay to Issuer the total undrawn amount of all Letters of Credit outstanding. That payment shall be held by Issuer without interest in Issuer's name as collateral for all of Applicant's obligations to Issuer, and may be applied to any payment that Applicant owes to Issuer at that time or a later time.

On or after Default, to the extent permitted by law, Applicant agrees to pay all expenses of collection, enforcement or protection of Issuer's rights and remedies under this Agreement. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement.

By choosing any one or more remedies, Issuer does not give up Issuer's right to use any other remedy. Issuer does not waive a default if Issuer chooses not to use a remedy. By electing not to use any remedy, Issuer does not waive Issuer's right to later consider the event a default and to use any remedies if the default continues or occurs again.

**15. WAIVERS AND CONSENT.** To the extent not prohibited by law, Applicant waives any right Applicant has to protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

**16. AGREEMENT IS BINDING.** This agreement shall be binding upon Applicant and its successors and assigns. This agreement shall be enforceable by Issuer and its successors and assigns. Applicant may not transfer this agreement without Issuer's written consent.

**17. ILLEGAL PROVISIONS.** If any provision of this agreement is invalid, illegal or unenforceable, that provision shall be treated as though it were not in the agreement. That invalidity, illegality or unenforceability shall not affect any other provision in this agreement.

**18. LAW AND OTHER RULES.** This Agreement shall be governed by the International Standby Practices 1998 (ISP98). This Agreement shall also be governed by the laws of , except as those laws conflict with the International Standby Practices 1998 (ISP98). In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be in Missouri unless otherwise required by law.

**19. MORE THAN ONE APPLICANT.** If more than one person (individual or organization) signs this agreement as "Applicant," then the term "Applicant" means every such person, and each such person shall be jointly and severally liable for all obligations of the Applicant. Each Applicant's obligations are independent of any other Applicant's obligations. Issuer may sue any Applicant, or any number of Applicants together, to enforce this Agreement. Each such person shall be the agent of the other. Issuer may give any notices required under this Agreement to any one of those persons. Issuer may release any one of those persons without releasing the others. If any event listed above as an Event of Default shall occur with respect to any of those persons, it shall be an Event of Default. The duties and benefits of this Agreement will bind and benefit the successors and assigns of Issuer and Applicant.

**20. NO ORAL AGREEMENTS.** This written Agreement, together with all documents executed pursuant to this transaction, represents the entire understanding between Issuer and Applicant. This Credit Application and Agreement may not be amended or modified by oral agreement. No amendment or modification of this Credit Application and Agreement is effective unless made in writing and executed by Applicant and Issuer.

**21. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

**22. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Applicant will be deemed to be notice to all Applicants. Applicant will provide Issuer correct and complete financial statements or other information Issuer requests. Applicant will notify Issuer in writing of any change in Applicant's name, address or other application information.

**SIGNATURES.** By signing below, Applicant and Issuer agree to the terms of this Agreement and acknowledge receipt of a copy of this Agreement.

**APPLICANT:**

SCHNELL CONSTRUCTION LLC

By \_\_\_\_\_ Date \_\_\_\_\_  
LARRY V. SCHNELL, MEMBER

By \_\_\_\_\_ Date \_\_\_\_\_  
LINDA K. SCHNELL, MEMBER

**ISSUER:**

COUNTY BANK

By \_\_\_\_\_ Date \_\_\_\_\_  
MATT CLEAVINGER, PRESIDENT





# City of Moberly

## City Council Agenda Summary

Agenda Number: #11.  
 Department: Community Development  
 Date: October 16, 2023

**Agenda Item:** An Ordinance Authorizing A Cooperative Agreement For Infill Development With R & D Properties, A Missouri Limited Liability Company.

**Summary:** Attached is the proposal that was received on September 25, 2023, for the in-fill housing at 1032 Franklin St. from R&D Properties.

**Recommended**

**Action:** Accept this Ordinance.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT WITH R & D PROPERTIES, A MISSOURI LIMITED LIABILITY COMPANY.**

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

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

**SECTION TWO:** R & D Properties, a Missouri Limited Liability Company, (“R & D”) has agreed to a build residence at 1032 Franklin Street which will comply in all respects with city codes and development plans.

**SECTION THREE:** R & D has negotiated a cooperative agreement with city staff to develop the address listed above for infill development as provided in the attached Cooperative Agreement for Infill Development and said Cooperative Agreement is hereby authorized and the City Manager is hereby authorized to execute said Cooperative Agreement.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 16th day of October, 2023.

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

**ATTEST:**

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

## **COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT**

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 ( the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and R&D Properties, a Missouri Limited Liability Company, having a business office at 2745 County Road 1430, Cairo, Missouri, 65239 (the "Developer").

### **RECITALS**

A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

### **ARTICLE I. THE PROPERTY AND CONSTRUCTION**

**Section 1.1. Conveyance of the Property.** Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer's agreement to construct a residence in conformance with building plans submitted and approved by the City.

**Section 1.2. The Property.** The Property shall mean the generally vacant and unimproved lots legally described as Lots Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18), Block Two (2), in Tannehills Third (3rd) Addition of Moberly, Randolph County, Missouri or more commonly known as 1032 Franklin Street.

**Section 1.3. Construction.** The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

## ARTICLE II. CONVEYANCE AGREEMENT

**Section 2.1. Transfer of the Property.** Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

**Section 2.2. Deed.** The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

**Section 2.3. Events of Closing.**

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

**Section 2.4. Real Estate Brokers.** The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys' fees relating to litigation and other proceedings.

### **ARTICLE III BREACH**

**Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive.** In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City's sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

**Section 3.2.** To cure any default on the part of the developer in failing to complete the construction of the structure as provided herein or any other provision of Section 1.3 above, the developer has executed a quit claim deed in favor of the city which shall be recorded in the land records of Randolph County restoring title to the City of Moberly in the property previously deeded to developer pursuant to this Agreement. Prior to the city recording this quit claim it shall provide the developer with a 45 day Notice of its substantial non-compliance with this agreement. If developer cures its non-compliance within the 45 day Notice period then the deed shall not be recorded.

The executed quit claim deed will be held by the City until such time as an Occupancy Permit has been issued by the city for the structure. Thereafter the quit claim deed shall be destroyed.

### **ARTICLE IV MISCELLANEOUS PROVISIONS**

**Section 4.1. No Assignment.** Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

**Section 4.2. Term of Agreement.** This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

**Section 4.3. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City: City of Moberly  
Attention: Tom Sanders Moberly, Missouri 65270

Developer: R & D Properties  
2745 County Road 1430 Cairo, Missouri 65239

**Section 4.4. Choice of Law; Venue; Waiver of Objections.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

**Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions.** The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

**Section 4.6. No Waiver of Sovereign Immunity; Public Liability Strictly Limited.** Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

**Section 4.7. Deposit Refund.** Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

**Section 4.8. Execution in Counterparts.** Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CITY OF MOBERLY**

By: \_\_\_\_\_  
Randall D. Thompson, City Manager

**ATTEST:**

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

**DEVELOPER**

By: \_\_\_\_\_  
R&D Properties

**ACKNOWLEDGEMENTS**

STATE OF MISSOURI     )  
                                      )SS  
COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me appeared Randall Thompson, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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

My commission expires:

Seal:

STATE OF MISSOURI     )  
                                      )SS  
COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me appeared R&D Properties, to me personally known, who being by me first sworn, did say that s/he is the Manager/Member of R&D Properties, and that said instrument was signed on behalf of said LLC by authority of the LLC and s/he acknowledged said instrument to be the free act and deed of said LLC.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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

My commission expires:

Seal:



## QUIT-CLAIM DEED

**THIS INDENTURE**, made on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between

**R&D PROPERTIES, GRANTORS**

2745 County Road 1430, Cairo, MO 65239

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

**CITY OF MOBERLY, MISSOURI, A Municipal Corporation, GRANTEE**

101 West Reed Street, Moberly, Missouri 65270

County of Randolph, State of Missouri, party of the second part

**WITNESSETH**, that the said party or parties of the first part, for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, do or does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party or parties of the second part, the following described Real Estate situated in the County of Randolph, and State of Missouri:

***Lots Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18) in Block Two (2) of Tannehills Third (3<sup>rd</sup>) Addition to Moberly, Randolph County, Missouri, more commonly known as 1032 Franklin Street.***

**TO HAVE AND TO HOLD THE SAME**, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part unto its heirs and assigns forever, so that neither the said parties of the first part nor their heirs nor any other person or persons, for them or in their names or behalf, shall or will hereinafter claim or demand any right or title to the title aforesaid

premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

**IN WITNESS WHEREOF**, the said parties of the first part have hereunto set their hands and seal the day and year above written.

\_\_\_\_\_  
**R&D Properties**

**STATE OF MISSOURI** )  
) **SS.**  
**COUNTY OF RANDOLPH** )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a notary in the said County, personally appeared \_\_\_\_\_ of **R&D PROPERTIES** to me known to be the persons described herein and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

**WITNESS** my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

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

My Commission Expires: \_\_\_\_\_

# City of Moberly

## City Council Agenda Summary

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

#12.

Department: City Clerk

Date: October 16, 2023

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

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

### Recommended

**Action:** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget :** N/A

### ATTACHMENTS:

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

### Roll Call

**Aye** **Nay**

### Mayor

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

### Council Member

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

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

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

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

Passed Failed

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

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

**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN SEPTEMBER 29, 2023 AND OCTOBER 12, 2023 IN THE AMOUNT OF \$563,241.69.**

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

General Fund	\$	63,694.10
Non-Resident Lodging Tax Fund	\$	5,200.00
Payroll Fund	\$	3,936.27
Solid Waste Fund	\$	72,367.13
Parks and Recreation Fund	\$	33,476.21
Airport Fund	\$	22,934.70
Perpetual Care Cemetery Sales Fund	\$	27.00
DNR Grant Fund	\$	3,498.13
Utilities Collection Fund	\$	3,357.62
Utilities Operating & Maintenance Fund	\$	122,880.25
Utilities Operating Reserve Fund	\$	30,469.69
Capital Improvement Trust Fund	\$	9,477.80
2021 EDA Grant Projects Fund	\$	121,520.73
Emergency Telephone Fund	\$	4,821.24
Transportation Trust Fund	\$	38,932.25
Street Improvement Fund	\$	4,718.75
Ameren MO Solar Rebates Fund	\$	1,719.49
Solar Systems Settlement Fund	\$	3,910.33
Downtown CID Sales Tax Fund	\$	12,300.00
Downtown CID Property Tax Fund	\$	4,000.00
<b>Total:</b>	<b>\$</b>	<b>563,241.69</b>

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


**RESOLVED** the 16th day of October 2023 by the Council of the City Of Moberly, Missouri.

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

**ATTEST:**

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

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

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

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

Check Number	Check Issue Date	Vendor Number	Payee	Amount
94180	10/11/2023	10459	SCHULTE SUPPLY INC	4,952.89- V
94761	10/03/2023	10324	MIRMA	12,843.21
94762	10/09/2023	10027	AMAZON CAPITAL SERVICES	7.15
94763	10/09/2023	10028	AMEREN MISSOURI	47.92
94764	10/09/2023	10028	AMEREN MISSOURI	33.78
94765	10/09/2023	10040	ARROW ENERGY INC	22,558.92
94766	10/09/2023	10044	AT&T 5001	1,695.25
94767	10/09/2023	10044	AT&T 5001	10.99
94768	10/09/2023	10061	BANNER FIRE EQUIPMENT INC	8,117.02
94769	10/09/2023	94448	BOONE, ANTHONY G.	1,983.68
94770	10/09/2023	10758	BYRNE PELOFSKY & ASSOCIATES LLC	9,500.00
94771	10/09/2023	10098	CAPITAL ONE	888.24
94772	10/09/2023	10105	CASON BUILDING MAINTENANCE INC	2,463.70
94773	10/09/2023	94942	CODY, MARK	298.80
94774	10/09/2023	10127	CORE & MAIN LP	122.00
94775	10/09/2023	10155	DMC CONCRETE CONSTRUCTION	500.00
94776	10/09/2023	10174	EVOQUA WATER TECHNOLOGIES LLC	11,609.00
94777	10/09/2023	10210	GULF STATES DISTRIBUTORS	199.00
94778	10/09/2023	97610	MITCHELL, TRAVIS	31.75
94779	10/09/2023	10363	MOBERLY MOTOR COMPANY	135.00
94780	10/09/2023	97784	MUSCO SPORTS LIGHTING LLC	9,598.00
94781	10/09/2023	10412	Q SECURITY SOLUTIONS LLC	223.00
94782	10/09/2023	10447	SAMS CLUB	331.42
94783	10/09/2023	10485	STAPLES	803.64
94784	10/09/2023	10501	THOMAS HILL PUBLIC WATER SUPPLY	87.31
94785	10/09/2023	10607	T-MOBILE	1,696.59
94786	10/09/2023	10529	USA BLUE BOOK	767.22
94787	10/09/2023	10102	WHITE CAP, L.P.	900.00
94788	10/09/2023	10560	WIEDEMAN DOZING LLC	14,500.00
94789	10/09/2023	10573	WOOGEDY LLC	477.50
94790	10/09/2023	10644	WSKF ARCHITECTS	2,200.00
94814	10/12/2023	93985	AERZEN USA CORP	377.33
94815	10/12/2023	10018	AFLAC GROUP INSURANCE	1,023.02
94816	10/12/2023	10019	AGEE, CARL W	534.41
94817	10/12/2023	10769	ALL COPY PRODUCTS INC	606.97
94818	10/12/2023	10027	AMAZON CAPITAL SERVICES	261.24
94819	10/12/2023	10036	ARISTA INFORMATION SYSTEMS INC	3,472.68
94820	10/12/2023	10045	AT&T 5011	2,416.24
94821	10/12/2023	10056	BACKGROUND INVESTIGATION BUREAU LLC	22.45
94822	10/12/2023	10064	BARR ENGINEERING COMPANY	8,348.63
94823	10/12/2023	10766	BENNET, MARCI	200.00
94824	10/12/2023	10080	BOB'S TIRE LLC	2,300.00
94825	10/12/2023	10087	BRENDLINGER ENTERPRISES INC	240.50
94826	10/12/2023	10088	BRENNTAG MID SOUTH INC	1,810.40
94827	10/12/2023	94601	BRUNDAGE ENVIRONMENTAL	720.00
94828	10/12/2023	10095	BUTLER SUPPLY INC	295.40
94829	10/12/2023	10104	CASHION FIRE EQUIPMENT LLC	254.64
94830	10/12/2023	10127	CORE & MAIN LP	5,186.25
94831	10/12/2023	10134	CROWN POWER & EQUIPMENT	448.50
94832	10/12/2023	10135	CULLIGAN WATER CONDITIONING	32.44
94833	10/12/2023	10137	CUMMINS SALES & SERVICES	1,999.50
94834	10/12/2023	10141	DA-COM COLUMBIA LLC	283.25
94835	10/12/2023	10144	DASH MEDICAL GLOVES INC	96.90

Check Number	Check Issue Date	Vendor Number	Payee	Amount
94836	10/12/2023	10155	DMC CONCRETE CONSTRUCTION	7,522.60
94837	10/12/2023	10162	ELEVATE EQUIPMENT & CONCRETE	15.70
94838	10/12/2023	10174	EVOQUA WATER TECHNOLOGIES LLC	11,732.50
94839	10/12/2023	10176	FASTENAL COMPANY	352.01
94840	10/12/2023	10189	FRANCOTYP-POSTALIA INC	210.00
94841	10/12/2023	10192	FROG FURNISHINGS	1,387.92
94842	10/12/2023	10194	FUSION TECHNOLOGY LLC	143.99
94843	10/12/2023	10197	GALLS LLC	572.39
94844	10/12/2023	10767	GANNETT MISSOURI LOCAKIQ	41.64
94845	10/12/2023	10217	HARLAN ELECTRIC & CONTROLS LLC	390.00
94846	10/12/2023	10229	HEIMAN FIRE EQUIPMENT INC	662.94
94847	10/12/2023	10246	IDEXX DISTRIBUTION CORP	208.34
94848	10/12/2023	96508	ILLINOIS ELECTRIC WORKS	3,589.09
94849	10/12/2023	10249	INOVATIA LABORATORIES LLC	147.25
94850	10/12/2023	10601	JACKSON BROTHERS OF THE NORTH	454.75
94851	10/12/2023	10254	JACOBS ENGINEERING GROUP INC	31,806.64
94852	10/12/2023	10757	KLIETHERMES RESEARCH, LLC	450.00
94853	10/12/2023	10267	KOHL WHOLESALE	1,460.53
94854	10/12/2023	10270	LAND/CHARITON COUNTY CONCRETE	3,948.50
94855	10/12/2023	10273	LAUBER MUNICIPAL LAW LLC	2,967.00
94856	10/12/2023	10275	LEON UNIFORM COMPANY	1,188.50
94857	10/12/2023	10280	LOWES HOME CENTERS LLC	800.22
94858	10/12/2023	10289	MACON ELECTRIC COOPERATIVE	42.88
94859	10/12/2023	10295	MARTIN ENERGY GROUP SERVICES LLC	556.20
94860	10/12/2023	10297	MARTINS FLAG CO INC	180.27
94861	10/12/2023	10301	MATHESON TRI GAS INC	211.95
94862	10/12/2023	10315	MFA INCORPORATED	901.28
94863	10/12/2023	97492	MIDWEST RADAR & EQUIPMENT	315.00
94864	10/12/2023	10324	MIRMA	24,600.26
94865	10/12/2023	10355	MISSOURI 811	274.05
94866	10/12/2023	97619	MO ASSOC OF RV PARKS	345.76
94867	10/12/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	10,000.00
94868	10/12/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	2,500.00
94869	10/12/2023	97652	MOBERLY AREA COUNCIL OF THE AR	1,000.00
94870	10/12/2023	10360	MOBERLY COMMUNITY BETTERMENT	300.00
94871	10/12/2023	10361	MOBERLY LUMBER INC	1,581.57
94872	10/12/2023	10362	MOBERLY MONITOR INDEX	1,080.00
94873	10/12/2023	97776	MUNICIPAL EQUIPMENT CO INC	966.25
94874	10/12/2023	10372	MUTTER FARMS LLC	1,544.60
94875	10/12/2023	10384	O'REILLY AUTOMOTIVE STORES INC	433.98
94876	10/12/2023	10760	OWENS, DANNY	400.00
94877	10/12/2023	10395	PEPSI-COLA	949.78
94878	10/12/2023	10399	PETTY CASH	20.00
94879	10/12/2023	10399	PETTY CASH	97.50
94880	10/12/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	32.30
94881	10/12/2023	10686	PREMIER TRUCK GROUP	832.37
94882	10/12/2023	10410	PRO PUMPING & HYDROJETTING LLC	3,190.00
94883	10/12/2023	10418	RANDOLPH AREA YMCA	2,327.72
94884	10/12/2023	10424	RANDOLPH COUNTY RECORDER	27.00
94885	10/12/2023	10764	RANDOLPH COUNTY SOIL & WATER	169.20
94886	10/12/2023	10455	SCHMIDT, DAVID	852.50
94887	10/12/2023	10456	SCHMITT IRRIGATION & PUMP SERVICE	40.64
94888	10/12/2023	10459	SCHULTE SUPPLY INC	54,980.39
94889	10/12/2023	98980	SMITH, VINCENT	245.00
94890	10/12/2023	10476	SOCKET	3,885.93
94891	10/12/2023	10485	STAPLES	1,061.57
94892	10/12/2023	10768	STEVE NUHN ARCHITECT	2,000.00



Check Number	Check Issue Date	Vendor Number	Payee	Amount
94893	10/12/2023	10489	SUGAR CREEK VETERINARY SERVICES	1,036.50
94894	10/12/2023	10490	SUMNER ONE	261.88
94895	10/12/2023	10492	SURVEYING & MAPPING LLC	900.00
94896	10/12/2023	10503	THOMSON REUTERS-WEST	342.00
94897	10/12/2023	10508	TOWN & COUNTRY ABSTRACT CO	200.00
94898	10/12/2023	10765	TRACTOR SUPPLY CREDIT PLAN	6.00
94899	10/12/2023	10519	UNIFIRST CORPORATION	318.62
94900	10/12/2023	10520	UNITED FIRST AID & SAFETY LLC	210.07
94901	10/12/2023	10525	UNITED WAY	1,057.25
94902	10/12/2023	99528	UNITED WAY OF RANDOLPH COUNTY	1,020.00
94903	10/12/2023	10528	US PAYMENTS	75.06
94904	10/12/2023	10529	USA BLUE BOOK	1,619.31
94905	10/12/2023	10533	VALIC	1,015.00
94906	10/12/2023	10546	WASTE MANAGEMENT SOLUTIONS	73,224.18
94907	10/12/2023	10558	WETMORE, SCOTT	1,090.00
94908	10/12/2023	99819	WILBERT MEMORIALS/MOBERLY MONUMENT	290.00
94909	10/12/2023	10561	WILLIAMS KEEPERS LLC	2,500.00
94910	10/12/2023	99835	WILLIAMS, DANIEL J	245.00
94911	10/12/2023	10565	WILLIS BROS INC	134,022.75
94912	10/12/2023	10566	WILLIS, MARK	1,000.00
94913	10/12/2023	10573	WOOGEDY LLC	602.96
94914	10/12/2023	10578	ZAMKUS AND ASSOCIATES LLC	1,000.00
20231005	10/05/2023	10335	MISSOURI DEPARTMENT OF REVENUE 840	3,357.62 M
202302322	10/03/2023	10324	MIRMA	12,843.21- V
202302324	10/09/2023	10365	MOBERLY SOLAR LLC	15,660.16
202302325	10/12/2023	10559	WEX BANK	16,424.13
Grand Totals:				563,241.69

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100.000.1601	211.59	.00	211.59
100.000.2000	37.07	63,731.17-	63,694.10-
100.000.2305	1,036.50	.00	1,036.50
100.001.5200	71.08	.00	71.08
100.001.5211	35.97	.00	35.97
100.001.5212	35.00	.00	35.00
100.001.5402	289.00	.00	289.00
100.002.5200	26.70	.00	26.70
100.002.5211	35.97	.00	35.97
100.003.5200	54.84	.00	54.84
100.003.5205	107.36	.00	107.36
100.003.5211	36.22	.00	36.22
100.003.5406	1,000.00	.00	1,000.00
100.003.5806	42.88	.00	42.88
100.004.5211	35.97	.00	35.97
100.004.5404	53.00	.00	53.00
100.004.5700	2,967.00	.00	2,967.00
100.005.5200	57.24	.00	57.24
100.005.5206	107.96	.00	107.96
100.005.5211	179.85	.00	179.85
100.005.5212	945.00	.00	945.00
100.005.5403	143.99	.00	143.99

GL Account	Debit	Credit	Proof
100.005.5406	150.00	.00	150.00
100.005.5418	14,522.31	.00	14,522.31
100.006.5201	10.80	.00	10.80
100.006.5211	35.97	.00	35.97
100.007.5107	1,454.28	.00	1,454.28
100.007.5200	865.42	.00	865.42
100.007.5205	3,454.17	.00	3,454.17
100.007.5208	96.90	.00	96.90
100.007.5209	15.48	.00	15.48
100.007.5211	260.33	.00	260.33
100.007.5217	101.01	.00	101.01
100.007.5220	289.22	.00	289.22
100.007.5308	187.02	.00	187.02
100.007.5311	278.10	.00	278.10
100.007.5406	715.00	.00	715.00
100.007.5503	283.25	.00	283.25
100.008.5107	1,492.99	.00	1,492.99
100.008.5200	146.98	.00	146.98
100.008.5204	177.85	.00	177.85
100.008.5205	1,728.21	.00	1,728.21
100.008.5206	8,117.02	.00	8,117.02
100.008.5211	311.61	.00	311.61
100.008.5300	274.00	36.56-	237.44
100.008.5309	254.64	.00	254.64
100.008.5311	278.10	.00	278.10
100.008.5408	2,200.00	.00	2,200.00
100.008.5807	298.80	.00	298.80
100.008.5813	52.75	.00	52.75
100.009.5200	676.27	.00	676.27
100.009.5205	2,696.21	.00	2,696.21
100.009.5211	258.26	.00	258.26
100.009.5212	55.00	.00	55.00
100.009.5217	275.32	.00	275.32
100.009.5300	959.97	.00	959.97
100.009.5309	20.48	.00	20.48
100.009.5310	78.50	.00	78.50
100.009.5311	84.96	.00	84.96
100.010.5211	87.65	.00	87.65
100.010.5311	45.39	.00	45.39
100.010.5813	52.88	.00	52.88
100.011.5200	245.77	.00	245.77
100.011.5204	494.27	.51-	493.76
100.011.5406	2,311.15	.00	2,311.15
100.012.5211	35.97	.00	35.97
100.013.5203	790.81	.00	790.81
100.013.5205	397.35	.00	397.35
100.013.5210	295.40	.00	295.40
100.013.5211	2,001.69	.00	2,001.69
100.013.5405	1,250.00	.00	1,250.00
100.013.5406	200.00	.00	200.00
100.013.5500	2,651.27	.00	2,651.27
100.013.5806	1,639.00	.00	1,639.00
100.013.5813	241.21	.00	241.21
100.014.5204	52.18	.00	52.18
100.014.5209	81.70	.00	81.70
100.020.5204	52.18	.00	52.18
100.020.5406	175.00	.00	175.00



GL Account	Debit	Credit	Proof
102.000.2000	.00	5,200.00-	5,200.00-
102.000.5406	4,200.00	.00	4,200.00
102.000.5420	1,000.00	.00	1,000.00
105.000.2000	.00	3,936.27-	3,936.27-
105.000.2603	3,936.27	.00	3,936.27
110.000.2000	.00	72,367.13-	72,367.13-
110.000.2202	72,367.13	.00	72,367.13
115.000.2000	25.00	33,501.21-	33,476.21-
115.000.2204	1,020.00	.00	1,020.00
115.040.5211	88.42	.00	88.42
115.040.5311	20.00	.00	20.00
115.041.5200	151.50	25.00-	126.50
115.041.5204	354.48	.00	354.48
115.041.5205	1,333.06	.00	1,333.06
115.041.5207	347.07	.00	347.07
115.041.5211	123.62	.00	123.62
115.041.5300	145.50	.00	145.50
115.041.5305	1,677.92	.00	1,677.92
115.041.5311	1,044.42	.00	1,044.42
115.041.5406	1,131.00	.00	1,131.00
115.041.5813	411.77	.00	411.77
115.042.5211	51.68	.00	51.68
115.042.5311	8.52	.00	8.52
115.042.5406	25.00	.00	25.00
115.044.5200	141.52	.00	141.52
115.044.5211	71.94	.00	71.94
115.044.5212	885.76	.00	885.76
115.044.5300	63.38	.00	63.38
115.044.5406	4,475.00	.00	4,475.00
115.044.5500	1,509.64	.00	1,509.64
115.045.5215	2,689.01	.00	2,689.01
115.048.5205	239.68	.00	239.68
115.048.5211	150.64	.00	150.64
115.048.5300	30.00	.00	30.00
115.048.5305	14,491.00	.00	14,491.00
115.048.5311	197.68	.00	197.68
115.048.5406	622.00	.00	622.00
120.000.2000	.00	22,934.70-	22,934.70-
120.000.5204	57.92	.00	57.92
120.000.5205	22,558.92	.00	22,558.92
120.000.5211	207.56	.00	207.56
120.000.5300	11.86	.00	11.86
120.000.5813	98.44	.00	98.44
125.000.2000	.00	27.00-	27.00-
125.000.4814	27.00	.00	27.00
136.000.2000	.00	3,498.13-	3,498.13-
136.161.5408	3,498.13	.00	3,498.13
300.000.2000	.00	3,357.62-	3,357.62-
300.000.2100	3,357.62	.00	3,357.62
301.000.2000	5,352.89	128,233.14-	122,880.25-
301.110.5200	26.70	.00	26.70
301.110.5201	39.99	.00	39.99
301.110.5202	5,272.46	.00	5,272.46
301.110.5203	938.88	.00	938.88
301.110.5205	70.59	.00	70.59
301.110.5211	229.57	.00	229.57
301.110.5403	2,058.74	.00	2,058.74

GL Account	Debit	Credit	Proof
301.110.5405	1,250.00	.00	1,250.00
301.110.5406	35,276.16	.00	35,276.16
301.110.5700	720.00	.00	720.00
301.112.5200	92.10	.00	92.10
301.112.5201	92.24	.00	92.24
301.112.5205	4,850.84	.00	4,850.84
301.112.5211	219.10	.00	219.10
301.112.5213	14,832.89	4,952.89-	9,880.00
301.112.5309	98.26	.00	98.26
301.112.5310	3,182.25	.00	3,182.25
301.112.5312	1,191.48	.00	1,191.48
301.112.5313	6,871.35	.00	6,871.35
301.112.5314	3,186.15	.00	3,186.15
301.112.5406	274.05	.00	274.05
301.112.5806	764.50	.00	764.50
301.113.5205	475.41	.00	475.41
301.113.5207	2,210.40	400.00-	1,810.40
301.113.5211	159.01	.00	159.01
301.113.5311	5,710.59	.00	5,710.59
301.113.5316	118.44	.00	118.44
301.114.5200	470.16	.00	470.16
301.114.5201	196.92	.00	196.92
301.114.5205	1,095.51	.00	1,095.51
301.114.5207	23,381.58	.00	23,381.58
301.114.5209	71.83	.00	71.83
301.114.5211	230.79	.00	230.79
301.114.5216	2,287.18	.00	2,287.18
301.114.5303	1,343.58	.00	1,343.58
301.114.5304	3,190.00	.00	3,190.00
301.114.5310	382.36	.00	382.36
301.114.5417	147.25	.00	147.25
301.114.5455	209.84	.00	209.84
301.115.5205	89.66	.00	89.66
301.115.5211	35.97	.00	35.97
301.115.5406	4,850.50	.00	4,850.50
301.115.5810	37.86	.00	37.86
303.000.2000	12,843.21	43,312.90-	30,469.69-
303.000.5500	5,869.43	.00	5,869.43
303.000.5809	37,443.47	12,843.21-	24,600.26
304.000.2000	.00	9,477.80-	9,477.80-
304.000.5408	7,039.35	.00	7,039.35
304.000.5502	2,438.45	.00	2,438.45
350.000.2000	.00	121,520.73-	121,520.73-
350.180.5408	104,490.91	.00	104,490.91
350.181.5408	4,742.89	.00	4,742.89
350.182.5408	5,781.25	.00	5,781.25
350.184.5408	6,505.68	.00	6,505.68
400.000.2000	.00	4,821.24-	4,821.24-
400.000.5211	4,821.24	.00	4,821.24
600.000.2000	.00	38,932.25-	38,932.25-
600.143.5502	4,059.75	.00	4,059.75
600.151.5409	34,872.50	.00	34,872.50
601.000.2000	.00	4,718.75-	4,718.75-
601.000.5302	4,718.75	.00	4,718.75
903.000.2000	.00	1,719.49-	1,719.49-
903.000.5500	1,719.49	.00	1,719.49
906.000.2000	.00	3,910.33-	3,910.33-

GL Account	Debit	Credit	Proof
906.000.5500	3,910.33	.00	3,910.33
911.000.2000	.00	12,300.00-	12,300.00-
911.000.5406	12,000.00	.00	12,000.00
911.000.5420	300.00	.00	300.00
912.000.2000	.00	4,000.00-	4,000.00-
912.000.5406	4,000.00	.00	4,000.00
Grand Totals:	599,758.03	599,758.03-	.00

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

# City of Moberly

## City Council Agenda Summary

Agenda Number: #13.

Department: City Clerk

Date: October 16, 2023

**Agenda Item:** Department Head Monthly Reports.

**Summary:** Attached are monthly reports for the following City Departments:

Community Development/Public Works  
 Finance Department  
 Parks and Recreation  
 Police Department  
 Fire Department  
 Public Utilities  
 Moberly Area Economic Development Corporation  
 Moberly Chamber of Commerce

These are for you to review on the activity that each Department has accomplished for the Month of September.

**Recommended**

**Action:** Informational only.

**Fund Name:** N/A

**Account Number:** N/A

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

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

# COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

September 2023

## A. PROJECTS

### Community Development

**MORA** – We have won an award for our glass recycling program from MORA. I will be going up to St. Louis for the award presentation only and returning the same day. We are under contract at this time to complete the construction of an additional concrete storage bunker for collected glass. The work should be completed this fall.

### Grants/Funding

**Industrial Park Street Development** - We were recently awarded the \$1.5 million through EDA, so we now have three grants to blend out there for a total of \$3.14 million. Hopefully that will be enough with the ongoing increases in costs. All of the grants have different timing windows and requirements, with the Gov. Cost Share needing to be spent by end of year 2024. There is much work to be done as we have to get Engineering scope approved, design completed and approved and then bid in Spring with a tight time frame for all of the construction. I also need to try and acquire a short section of the out of service rail line to our Fowler property to avoid having to go through a 6-month permit process from N&S. In discussions with Joe Torp of r/w, he felt like they could possibly sell it for scrap value. The shorter the window becomes for construction, the higher the cost will be in the bids.

**ARPA Stormwater** - In meetings with the consultants, we have narrowed the scope of work down to looking at a large central detention basin that the area could drain to, but due to the elevations, it looks like we will have to pump out of this pond to a point where it would gravity flow to a secondary detention basin. Barr will be on-site Oct. 16th to work on picking up field data and meeting with City staff.

**Meeting with MoDOT in Nov.** - We have numerous things going that involve Modot. We are trying to move several projects along and get Modot to address needed issues on their infrastructure in Moberly. We can add more items if you want us to address them, current items are;

**S. Morley Agreement timing, funding** and trying to include Rt. M Intersection during this work.

**EE TAP Grant** – discuss status and timing of this funded project.

**N. Morley TAP Grant** – We understand that there was enough funding for all the grant applications at this time, in fact there is some residual. The awards won't be announced until November; however, I have to assume ours will be awarded and this would take sidewalks through the N. islands of Hwy 24 & bus. 63. These are the ones that look terrible, and we will have them matching the ones we completed a couple of years ago. As part of this I am suggesting that we address the broken-up concrete on the SE corner of the interchange. There are large chunks coming out and significant are broken up. As we will have crosswalks going across this area, I am pushing for some additional funding to tear out this bad concrete and get it all repaired with TAP funding as they will have to complete it anyhow.

**Silva Lane Extension** – This is a secondary access discussion that would address a high priority on the Modot TAP scoring system. I am hopeful we can get 167 to provide some assistance with this development in the future.

**Hwy 24 Lot acquisition** - we asked Modot to sell us three lots near the intersection of hwy 24 that they were not maintaining and didn't appear necessary any further. They actually owned 2 of the 3 and agreed to give us one of the lots. We are completing a survey now. Once we have the lot, it is a viable lot for development either residentially or commercially.

**Mowing of highway r/w within Moberly** - We have struggled with this for years along the main corridors and a couple of years ago they cut back mowing on the other routes such as EE, Rt. M, etc., while they continue to mow the r/w in other districts more frequently.

**Maintenance @ 24/63** - we worked with Modot and Dept of Conservation to put in native grasses and wildflowers, however they have been taken over by weeds. We are looking at ways to get the mowing along the 24 corridor and our landscaping completed on a contract basis and find a solution to keeping the rest of our main interchange into Moberly maintained throughout the year.

**S. Morley Paving** – We had made the offer to pave S. Morley at this time and let them credit us or reimburse us in the future (2025) when we complete the cost share work, and with no interest.

**Reclamite work** - was recently completed for areas that were paved 5 years ago as a reapplication and on street that were just paved this year. We continue to try and inform the public as to why we do this as it puts the volatiles back into the oil that gets cooked out during processing (heating to 350 degrees). This allows the surface to stay flexible and mend vs. become brittle and wear off.

**Street Stripe work** - we have many streets that need repainted or re-established following the overlay work. Remole should be approved soon and able to start. They can strip over streets that had reclamite within two weeks of application. Rollins St. will be our first priority.

#### **Public Relations September Report - Zoey**

- Last attempt at Over the Edge advertising for Tom
- Iowa Housing Conference for housing solutions, community development and social media
- Research of Moberly demographics (educations, owners vs. Renters, economic status, etc.) that factor into and can affect the ten-year housing plan
  - o Drafting community survey ideas
- First stages of processing agreement with Tyler Technologies for app
- EDA diagram, photos and info of road extension for social media post
- Gathering fire station history for anniversary

#### **Public Works**

**Reclamite work** - was recently completed for areas that were paved 5 years ago as a reapplication and on street that were just paved this year. We continue to try and inform the public as to why we do this as it puts the volatiles back into the oil that gets cooked out during processing (heating to 350 degrees). This allows the surface to stay flexible and mend vs. become brittle and wear off.

**Street Stripe work** - we have many streets that need repainted or re-established following the overlay work. Remole should be approved soon and able to start. They can strip over streets that had reclamite within two weeks of application. Rollins St. will be our first priority.

#### **Airport**

Meeting with Outline & Associates soon to discuss the preliminary drawings/estimates for the overnight rooms at the airport. As usual, I suspect the cost figure will be coming in higher than anticipated, so we will be having to look at ways to cut/reduce costs.

Mike Klasing with TREKK was up to visit with our Cemetery Sexton about needing platting in Potters field and in other older sections to clean up some areas with gaps in markers and to revise some layouts to match up with existing roadways.

There was one (1) grave lot sold; seven (7) graves opened; and four (4) monument permits sold during the month of September.

**B. Planning & Zoning Commission**

The Planning and Zoning Commission for the City of Moberly held a meeting on September 25, 2023.

1. Notice of Public Hearing for a site plan review application submitted by Westhues Architecture LLC on behalf of GRC Real Estate for improvements to the site located at 1420 Becflo Dr. This property is currently zoned M-1 (Industrial District).

**C. Code Enforcement**

We are having a difficult time addressing the concerns in the community. Staff is very frustrated with the process and lack of teeth. A recent example is a house in town that was inspected, failed, and was occupied, further inspections still failed, and the water was shut off. Occupants continued to reside there and recently were hot lined (not by the City) and the kids were taken away for the atrocious living conditions. We will provide the information as to what occurred there and attempt to cite the owner of the property for allowing it to be occupied prior to passing occupancy, however the condition of the house and it being occupied remain.

Another significant issue that continues to mount is the number of rental properties that keep the water service in the owner's name. When the occupancy inspection was first put into place, it was an annual inspection, regardless of occupancy change. As part of the negotiations with the landlords to work with the City it was revised to a change of occupancy, but not more than once annually. This worked well when the owner was not responsible for the water bill of the occupant. When that changed, there was no benefit to the owner to keep the water in the tenant's name, so they started changing it over into their name so the City wasn't aware of occupancy changes. By ordinance, they are supposed to keep the current occupants name on file with us, however we don't have the time/staffing to try follow up on that in any reliable/meaningful format. As a result, numerous properties, typically ones that have the most issues, are moving people in and out without an occupancy inspection and everyone knows it. Property owners that try to comply are frustrated by the lack of repercussions and more and more are moving the water to the owner's name.

We are looking at our code and I am proposing that we revise the requirements so that owners that retain the water service in their name have an annual inspection vs. change of occupancy. They would still have the option to put the water in the tenant's name to keep it a change of occupancy, but this would be a way of better insuring that all properties are inspected and not bypassing the requirements.

**Month of September: Mark**

- 64 Inspection and reinspection's
- Drove checking on violations
- Sent out letters on violations

**Month of September: David**

- Planning & Zoning
- Commercial Inspections

- Residential New Construction Inspections 35%
- Residential Remodel Inspections 20%
- Office File System Organized 5%
- Letters of City Violations 15%
- Calling and answering residents on complaints 5%
- Discussing Codes with Contractors & Residents that come in 5%

#13.

### Month of September: Aaron

Planning and Zoning preliminary meetings and reviews related to development in City Moberly. Historic Preservation conversations centered around signage, PPI Grant applications, and Occupancy inspections.

Several property maintenance complaints were next to minimal this month, the grass has stopped growing for the most part due to dry spell. Began addressing other items and discussing amongst the office the needs and desire of the community to target clean-ups.

Coordinated efforts to create checklist for Dream Moore Falls completion of infrastructure. Met with Utilities to discuss Water and Sewer Connections related to new construction in fill lots and demolition of houses. Drove the wards to identify and document dilapidated structures.

Inspections began on Eagle Tree Ridge Subdivision, continued weekly on Alternative Education Building and Club Carwash. Performed plan reviews on three to five commercial projects awaiting permit applications.

Inspections continue on Commercial properties, Residential Properties, and review of the necessary applicable codes to better serve the community have been reviewed.

#### City of Moberly - Street Department

Sept.-23

#### MAINTENANCE FACILITY

	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	16	0	74	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	28	0	0	0	\$0.00
Winter Weather Equipment Preparations	0	0	0	0	\$0.00

#### ROADS & ALLEYWAYS

	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	16	0	0	0	\$0.00
Catch Basin Maintenance	165	0	10	0	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	0	0	0	0	\$0.00
Culvert Installation	0	0	0	0	\$0.00
Curb Repair	170	0	0	0	\$0.00



Ditch Maintenance	64	0	0	0	\$0.00	#13.
Ice & Snow Removal	0	0	0	0	\$0.00	
Milling	0	0	0	0	\$0.00	
Mowing, Right-Of-Ways	64	0	0	0	\$0.00	
Rock Loaded/Hauled	15	0	12	0	\$0.00	
Street Repair & Maintenance	209	0	4	5	\$0.00	
Street Sign Maintenance	16	0	0	0	\$0.00	
Street Sweeper Operation	13	0	3.5	0	\$0.00	
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00	
Weedeating & Brush Removal, Alleys	8	0	0	0	\$0.00	
Weedeating & Brush Removal, Streets	102	0	9	0	\$0.00	
Weedkiller Application, Alleys	0	0	0	0	\$0.00	
Weedkiller Application, Streets	8	0	0	0	\$0.00	
MISCELLANEOUS						
	Hours	O/T	Loads	Tons	Cost	
Inmate Labor	700	0	0	0	\$0.00	
Mowing, City Lots	89.5	0	0	0	\$0.00	
Outer Road Fill Dump Site Grading	33	0	0	0	\$0.00	
Sidewalk Maintenance	66	0	0	0	\$0.00	
Trash Removal & Clean-Up, Downtown	14	0	59	0	\$0.00	
Trash Removal & Clean-Up, All Wards	8	0	0	0	\$0.00	
FACILITIES & EQUIPMENT MAINTENANCE						
	Hours	O/T	Loads	Tons	Cost	
Airport Maintenance	6	0	0	0	\$0.00	
Building Maintenance	88	0	0	0	\$0.00	
Cemetery Maintenance	200	0	0	0	\$0.00	
Grounds Maintenance	16	0	0	0	\$0.00	
Landfill Maintenance	35	0	0	0	\$0.00	
Maintenance Facility Maintenance	16	0	0	0	\$0.00	
Wash Trucks & Equipment	16	0	0	0	\$0.00	
MATERIALS PURCHASED						
	Loads	Tons	Cubic Yards	Gallons	Cost	
Asphalt	0	0	0	0	\$0.00	
Road Marking Paint, White	0	0	0	0	\$0.00	
Road Marking Paint, Yellow	0	0	0	0	\$0.00	
Salt	171	0	0	0	\$0.00	

Sand	0	0	0	0	\$0.00	#13.
<b>MECHANIC WORK PERFORMED</b>						
	<b>Units</b>	<b>Hours</b>				
Routine Service	16	36				
Maintenance And Repair	22	82.5				

City of *Moberly!*

**To:** Moberly City Council; Randall Thompson, Interim City Manager

**From:** Matt Douglass, Finance Director *Matt*

**Subject:** Monthly Report – September 2023

### General Information

- ✚ Sales tax revenue was slightly below budget this month but is still above the budgeted amount for the fiscal year. Use tax revenue and Downtown CID remained strong and are well ahead of budget for the year.
- ✚ On September 27<sup>th</sup>, Matt participated in a discussion with the MACC Business Administration Advisory Committee. This committee allows community business leaders to share industry insights and offer recommendations that help shape the curriculum to align with the ever-evolving business landscape.
- ✚ Financial auditors from Williams Keepers were on site from September 25<sup>th</sup> through 29<sup>th</sup> conducting fieldwork for the annual audit. It has taken considerable work to be ready for the audit in a year when we changed financial systems. We still have several items to submit to the auditors, but we are still on track to have all completed and an audit report ready by December 31<sup>st</sup>.
- ✚ The 2023-2024 budget book was completed at the end of September and is available printed and online.

### Sales Tax Revenues

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

General Fund	+2.7%	Parks	+2.6%	Capital Improvement	+2.6%
Transportation	+2.6%	Use Tax	+38.3%	Downtown CID	+31.7%

### Employee Health Insurance

Health claims	\$44,908.17	Pharmaceutical claims	\$31,706.89
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### Health Insurance Contributions & Budget

Health Trust Contribution This Month	HSA Contributions This Month	Total Contributions This Month	Annual Budget	Budget Remaining
\$103,387.76	\$4,700.00	\$108,087.76	\$1,578,408.96	\$1,228,375.56

### Health Trust Fund Cash Balance

	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
July	\$789,647.32	\$600,499.65	\$452,115.58	\$350,783.18	\$516,952.83	\$396,277.33	\$363,078.78
August	\$800,479.76	\$558,026.39	\$289,833.52	\$353,291.19	\$476,840.46	\$425,417.39	\$344,953.69
September	\$684,692.43	\$519,407.60	\$239,111.95	\$358,230.40	\$516,375.33	\$406,745.91	\$360,975.54
October	\$665,224.98	\$533,065.43	\$161,101.66	\$361,082.82	\$497,118.03	\$435,605.63	
November	\$689,931.75	\$521,176.81	\$161,006.25	\$359,913.42	\$422,918.21	\$355,851.03	
December	\$524,297.94	\$521,228.06	\$244,153.89	\$341,280.69	\$417,269.79	\$153,538.63	
January	\$590,612.39	\$549,457.98	\$309,105.79	\$436,448.97	\$339,146.79	\$140,640.39	
February	\$712,106.49	\$559,700.67	\$297,198.27	\$462,855.81	\$372,877.42	\$312,434.63	
March	\$587,567.48	\$578,509.63	\$273,648.37	\$481,687.90	\$422,345.19	\$290,958.93	
April	\$640,541.51	\$599,662.04	\$278,933.28	\$520,587.99	\$271,965.89	\$228,595.23	
May	\$608,960.67	\$543,627.95	\$309,247.58	\$473,770.32	\$338,672.63	\$337,349.11	
June	\$569,163.71	\$512,223.04	\$360,812.59	\$519,861.25	\$358,399.51	\$352,279.12	

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



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

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

  
Matthew P. Douglass, City Treasurer



## City of Moberly Cash Balance Report - September 2023

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	2,436,667.10	684,742.27	-	802,852.15	20,833.33	2,297,723.89
102	Non-Resident Lodging Tax	208,923.16	7,253.96	-	9,100.00	-	207,077.12
105	Payroll	526,600.59	1,611.32	-	(518.26)	-	528,730.17
110	Solid Waste	869,269.60	107,276.35	-	135,355.54	-	841,190.41
114	Heritage Hills Golf Course	-	-	19,968.01	19,968.01	-	-
115	Parks and Recreation	(30,826.66)	35,523.07	210,159.37	224,402.59	-	(9,546.81)
116	Park Sales Tax	774,196.41	148,173.72	-	-	230,127.38	692,242.75
120	Airport	(170,387.91)	33,708.99	-	41,939.80	-	(178,618.72)
125	Perpetual Care Cemetery Sales	5,128.23	1,027.00	-	-	-	6,155.23
126	Perpetual Care Cemetery Investment	545,922.07	1,686.13	-	-	-	547,608.20
135	ARPA Grant Fund	2,674,238.52	8,182.78	-	-	-	2,682,421.30
136	ARPA Grant Projects Fund	(4,507.50)	-	-	-	-	(4,507.50)
137	Use Tax Trust	258,091.18	789.72	-	-	-	258,880.90
140	Veterans Memorial Flag Project	40,106.37	272.72	-	-	-	40,379.09
300	Utilities Collection	-	569,995.00	195,889.23	50,267.41	715,616.82	-
301	Utilities Operation and Maintenance	(39,918.20)	-	585,165.64	574,916.23	-	(29,668.79)
302	Utilities Replacement	741,658.58	-	4,125.00	-	-	745,783.58
303	Utilities Operating Reserve	785,856.33	4,713.27	-	19,045.97	195,889.23	575,634.40
306	Utilities Consumer Security	206,141.43	-	-	142.76	-	205,998.67
307	Sugar Creek Lake Fund	65,588.82	380.69	-	-	-	65,969.51
314	Route JJ Sewer Extension Fund	(374,087.48)	-	-	198.00	-	(374,285.48)
350	EDA Grant Projects Fund	(1,928,713.33)	-	-	234,240.30	-	(2,162,953.63)
377	2004B SRF Bonds Debt Service	1,281,772.89	3,922.04	42,427.55	38,112.13	-	1,290,010.35
378	2006A SRF Bonds Debt Service	1,898,614.29	5,809.48	34,273.65	27,276.65	-	1,911,420.77
379	2004C Bond Debt Service	195,485.20	598.16	29,934.58	26,448.94	-	199,569.00
380	2008A Bonds Debt Service	111,573.52	341.40	14,569.86	-	-	126,484.78
381	ESP Projects Debt Service	193,179.14	591.10	49,624.98	-	-	243,395.22
Escrow		1,026,212.66	-	-	-	-	1,026,212.66
(funds 300-381 + escrow)		4,163,363.85	586,351.14	956,010.49	970,648.39	911,506.05	3,823,571.04
304	Capital Improvement Trust	1,131,436.41	133,498.04	-	7,869.45	54,587.77	1,202,477.23
400	911 Emergency Telephone	107,064.49	33,840.49	20,833.33	100,157.82	-	61,580.49
406	Inmate Security Fund	17,210.24	480.66	-	-	-	17,690.90
408	Police Forfeiture Fund	-	-	-	-	-	-
600	Transportation Trust	3,025,250.77	158,581.90	-	531,969.91	-	2,651,862.76
601	Street Improvement	469,255.12	56,010.37	-	17,400.04	-	507,865.45
900	MODAG Grant/Loan	22,610.87	69.19	-	-	-	22,680.06
901	Misc. Project Residuals	155,700.87	476.42	-	-	-	156,177.29

City of Moberly Cash Balance Report - September 2023							
Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
903	Ameren MO Solar Rebates	340,107.70	-	-	1,719.49	-	338,388.21
904	Hometown Strong Fund	-	-	-	-	-	-
905	Retail Consulting Fund	17,220.02	52.69	-	-	-	17,272.71
906	Solar Systems Settlement Fund	746,793.40	-	-	3,910.33	-	742,883.07
908	Railcar Preservation Fund	666.81	2.04	-	-	-	668.85
909	Lucille Manor CDBG Reimbursement	239,964.00	734.25	-	-	-	240,698.25
911	Downtown CID Sales Tax	206,654.75	10,646.40	-	5,050.00	-	212,251.15
912	Downtown CID Property Tax	300,933.41	920.81	-	11,829.10	1,733.84	288,291.28
914	Downtown NID Cost of Issuance	-	-	-	-	-	-
915	Downtown NID Street Projects	137,005.59	-	-	-	-	137,005.59
916	Downtown NID Sewer Projects	1,516,994.41	-	-	-	-	1,516,994.41
918	Downtown NID Debt Service	116,861.02	357.58	11,817.17	64,457.30	-	64,578.47
919	Downtown Hotel Fund	-	-	-	-	-	-
995	Health Trust	339,554.98	147,323.25	-	125,902.69	-	360,975.54
995	Investments	-	-	-	-	-	-
	Total Health Trust	339,554.98	147,323.25	-	125,902.69	-	360,975.54
	<b>Total Cash</b>	<b>21,188,069.87</b>	<b>2,159,593.26</b>	<b>1,218,788.37</b>	<b>3,074,014.35</b>	<b>1,218,788.37</b>	<b>20,273,648.78</b>



# City of Moberly Budget Comparison Report - September 2023

		Percentage of Year Completed						Expenditures				25.00%
		Revenues			% of Budget			Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	Year to Date	% of Budget		
100	General	684,742.27	2,167,614.23	11,868,752.18	18.26%	872,998.46	2,592,761.88	11,868,752.18	21.85%			
102	Non-Resident Lodging Tax	7,253.96	36,686.36	117,000.00	31.36%	9,100.00	37,500.00	116,240.00	32.26%			
105	Payroll	1,611.32	5,292.60	0.00	0.00%	0.00	45,894.12	0.00	0.00%			
110	Solid Waste	107,276.35	331,967.41	1,308,000.00	25.38%	135,497.77	325,020.78	1,347,630.00	24.12%			
114	Heritage Hills Golf Course	19,968.01	27,636.01	162,134.00	17.05%	19,968.01	27,636.01	162,134.00	17.05%			
115	Parks and Recreation	245,682.44	978,756.98	3,157,412.83	31.00%	245,682.44	978,756.98	3,157,412.83	31.00%			
116	Park Sales Tax	148,173.72	471,953.02	1,695,000.00	27.84%	230,127.38	866,406.90	1,888,207.83	45.89%			
120	Airport	33,708.99	109,511.72	608,333.45	18.00%	42,399.42	119,055.56	607,083.63	19.61%			
125	Perpetual Care Cemetery Sales	1,027.00	5,446.00	25,000.00	21.78%	0.00	0.00	25,000.00	0.00%			
126	Perpetual Care Cemetery Investment	1,686.13	5,304.20	39,500.00	13.43%	0.00	0.00	14,500.00	0.00%			
135	ARPA Grant Fund	8,182.78	25,399.85	65,000.00	39.08%	0.00	0.00	2,000,000.00	0.00%			
177	ARPA Grant Projects Fund	0.00	0.00	7,074,999.00	0.00%	0.00	4,507.50	7,199,999.00	0.06%			
300	Veterans Memorial Flag Project	272.72	1,133.76	2,500.00	45.35%	0.00	1,191.30	1,000.00	119.13%			
301	Utilities Collection	765,884.23	2,031,240.42	7,928,925.28	25.62%	766,611.39	2,052,953.45	7,928,925.28	25.89%			
302	Utilities Operation and Maintenance	585,165.64	1,492,853.09	5,716,192.99	26.12%	585,165.64	1,492,853.09	5,716,192.99	26.12%			
303	Utilities Replacement	4,125.00	12,375.00	49,500.00	25.00%	0.00	0.00	0.00	0.00%			
304	Utilities Operating Reserve	4,713.27	31,779.45	183,729.09	17.30%	214,935.20	268,839.86	107,159.15	250.88%			
307	Capital Improvement Trust	133,498.04	411,070.24	1,496,000.00	27.48%	62,457.22	191,577.76	984,813.35	19.45%			
314	Sugar Creek Lake Fund	380.69	1,256.01	3,000.00	41.87%	0.00	0.00	0.00	0.00%			
350	Route JJ Sewer Extension Fund	0.00	0.00	1,464,148.00	0.00%	198.00	5,478.59	1,372,148.00	0.40%			
377	EDA Grant Projects Fund	0.00	0.00	6,128,287.00	0.00%	234,240.30	554,784.55	6,030,282.33	9.20%			
378	2004B SRF Bonds Debt Service	46,349.59	139,405.52	540,630.63	25.79%	38,112.13	114,336.39	1,415,294.03	8.08%			
379	2006A SRF Bonds Debt Service	40,083.13	120,792.75	456,283.75	26.47%	27,276.65	88,413.33	374,712.50	23.59%			
380	2004C Bond Debt Service	30,532.74	94,813.80	363,715.00	26.07%	26,448.94	79,346.82	327,150.00	24.25%			
381	2008A Bonds Debt Service	14,911.26	46,558.19	177,338.35	26.25%	0.00	37,553.33	159,443.95	23.55%			
400	ESP Projects Debt Service	50,216.08	150,658.50	599,099.74	25.15%	0.00	135,340.85	541,363.40	25.00%			
406	911 Emergency Telephone	54,673.82	328,309.55	669,890.00	49.01%	102,574.27	231,403.40	696,666.69	33.22%			
600	Inmate Security Fund	480.66	1,762.72	1,000.00	176.27%	0.00	0.00	0.00	0.00%			
601	Transportation Trust	158,581.90	461,142.17	2,459,900.00	18.75%	531,969.91	616,506.23	1,614,800.00	38.18%			
903	Street Improvement	56,010.37	152,693.78	527,500.00	28.95%	17,400.04	184,953.27	725,928.00	25.48%			
	Ameren MO Solar Rebates	0.00	0.00	0.00	0.00%	1,719.49	5,158.47	0.00	0.00%			

#13.



# City of Moberly Budget Comparison Report - September 2023

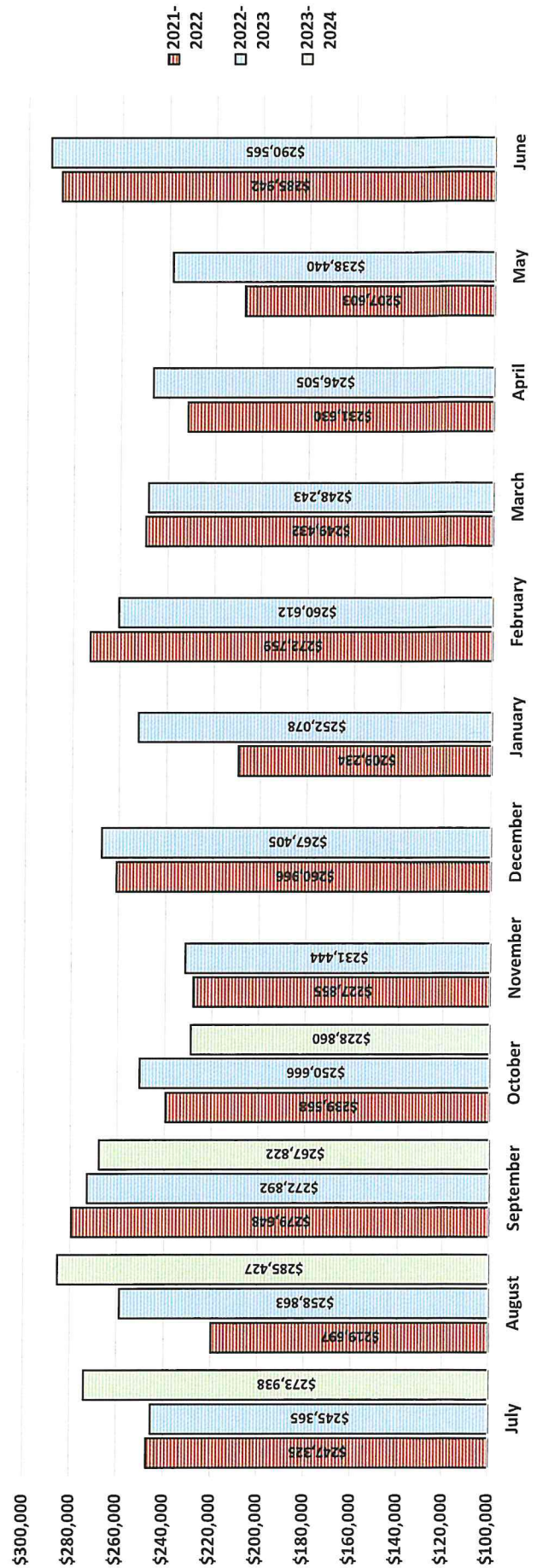
		Percentage of Year Completed						25.00%			
		Revenues			Expenditures						
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget		
904	Hometown Strong Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%		
905	Retail Consulting Fund	52.69	163.42	0.00	0.00%	0.00	0.00	0.00	0.00%		
906	Solar Systems Settlement Fund	0.00	0.00	0.00	0.00%	3,910.33	11,730.99	0.00	0.00%		
908	Railcar Preservation Fund	2.04	6.33	0.00	0.00%	0.00	0.00	0.00	0.00%		
909	Lucille Manor CDBG Reimbursement	734.25	6,069.53	30,325.00	20.01%	0.00	0.00	150,000.00	0.00%		
911	Downtown CID Sales Tax	10,646.40	38,230.25	101,680.00	37.60%	5,050.00	6,105.50	101,300.00	6.03%		
912	Downtown CID Property Tax	920.81	14,159.02	215,000.00	6.59%	14,220.49	63,316.28	462,616.08	13.69%		
914	Downtown NID Cost of Issuance	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%		
915	Downtown NID Street Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%		
916	Downtown NID Sewer Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%		
918	Downtown NID Debt Service	12,174.75	36,447.42	143,906.04	25.33%	64,457.30	64,457.30	128,914.60	50.00%		
178	Downtown Hotel Fund	0.00	0.00	275,000.00	0.00%	0.00	0.00	275,000.00	0.00%		
	Health Trust	147,323.25	426,660.71	0.00	0.00%	125,902.69	413,665.58	0.00	0.00%		
<b>TOTALS</b>		<b>3,377,046.30</b>	<b>10,165,150.01</b>	<b>55,654,682.33</b>	<b>18.26%</b>	<b>4,378,423.47</b>	<b>11,617,506.07</b>	<b>57,500,669.82</b>	<b>20.20%</b>		



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

	2021-2022					2022-2023					2023-2024				
	Budget Comparison				YTD	Budget Comparison				YTD	Budget Comparison				YTD
	Amount	YTD	Change	+/-		Amount	YTD	Change	+/-		Amount	YTD	Change	+/-	
July	\$247,325	\$247,325	-1.1%	9.9%	\$245,365	\$245,365	\$245,365	-0.8%	-0.2%	\$273,938	\$273,938	\$273,938	11.6%	7.8%	
August	\$219,697	\$467,022	1.3%	3.8%	\$504,227	\$258,863	\$504,227	8.0%	2.6%	\$559,365	\$559,365	\$559,365	10.9%	10.0%	
September	\$279,648	\$746,670	2.8%	10.6%	\$777,119	\$272,892	\$777,119	4.1%	5.4%	\$827,187	\$827,187	\$827,187	6.4%	8.5%	
October	\$239,568	\$986,238	4.1%	9.6%	\$1,027,785	\$250,666	\$1,027,785	4.2%	4.5%	\$1,056,046	\$1,056,046	\$1,056,046	2.7%	3.9%	
November	\$227,855	\$1,214,092	7.5%	7.9%	\$1,259,229	\$231,444	\$1,259,229	3.7%	2.4%						
December	\$260,966	\$1,475,059	8.0%	9.3%	\$1,526,635	\$267,405	\$1,526,635	3.5%	3.5%						
January	\$209,234	\$1,684,292	6.8%	6.9%	\$1,778,713	\$252,078	\$1,778,713	5.6%	3.4%						
February	\$272,759	\$1,957,051	9.0%	8.7%	\$2,039,325	\$260,612	\$2,039,325	4.2%	3.7%						
March	\$249,432	\$2,206,484	8.7%	9.0%	\$2,287,568	\$248,243	\$2,287,568	3.7%	3.4%						
April	\$231,630	\$2,438,114	9.5%	8.4%	\$2,534,072	\$246,505	\$2,534,072	3.9%	3.1%						
May	\$207,603	\$2,645,716	8.2%	6.9%	\$2,772,512	\$238,440	\$2,772,512	4.8%	2.5%						
June	\$285,942	\$2,931,659	6.5%	8.6%	\$3,063,077	\$290,565	\$3,063,077	4.5%	3.8%						
Total	\$2,931,659				\$3,063,077	\$3,063,077					\$1,056,046				

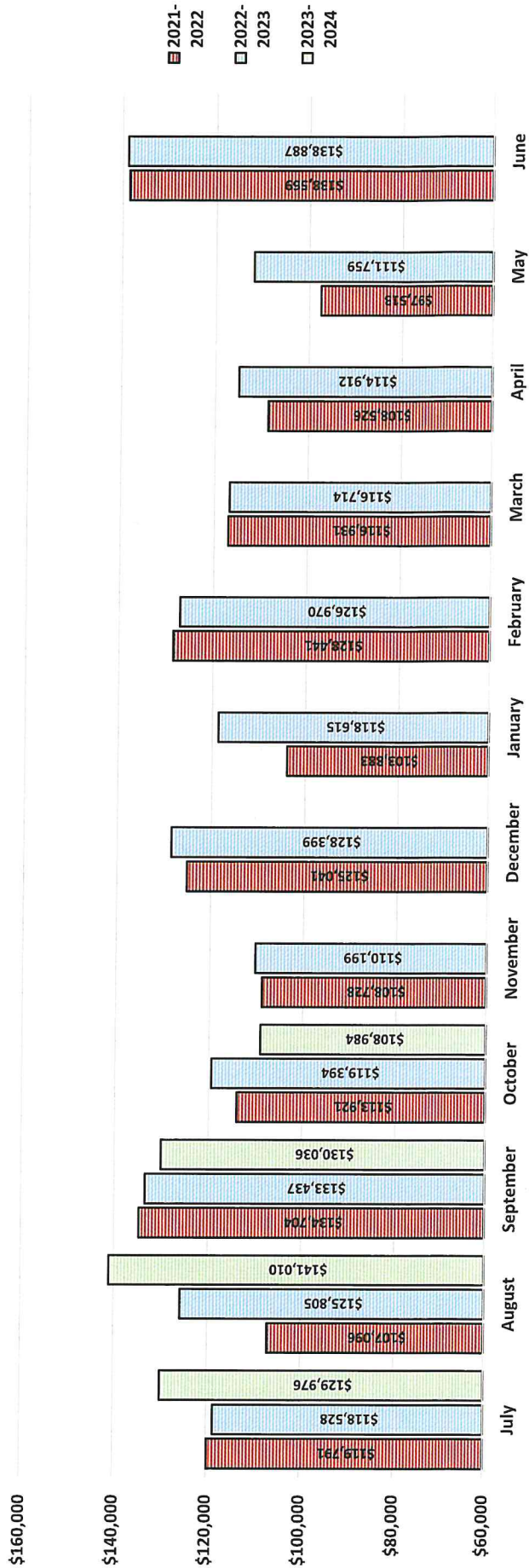
Annual Comparison by Month



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

	2021-2022					2022-2023					2023-2024				
	Budget Comparison					Budget Comparison					Budget Comparison				
	Amount	YTD Amount	YTD Change	YTD Budgeted Amount	+/- Budget %	Amount	YTD Amount	YTD Change	YTD Budgeted Amount	+/- Budget %	Amount	YTD Amount	YTD Change	YTD Budgeted Amount	+/- Budget %
July	\$119,791	\$119,791	-1.6%	108,333	10.6%	\$118,528	\$118,528	-1.1%	117,500	0.9%	\$129,976	\$129,976	9.7%	122,917	5.7%
August	\$107,096	\$226,888	1.4%	216,667	4.7%	\$125,805	\$244,333	7.7%	235,000	4.0%	\$141,010	\$270,986	10.9%	245,833	10.2%
September	\$134,704	\$361,592	3.0%	325,000	11.3%	\$133,437	\$377,769	4.5%	352,500	7.2%	\$130,036	\$401,022	6.2%	368,750	8.8%
October	\$113,921	\$475,513	4.1%	433,333	9.7%	\$119,394	\$497,163	4.6%	470,000	5.8%	\$108,984	\$510,006	2.6%	491,667	3.7%
November	\$108,728	\$584,240	7.4%	541,667	7.9%	\$110,199	\$607,363	4.0%	587,500	3.4%				614,583	
December	\$125,041	\$709,282	7.7%	650,000	9.1%	\$128,399	\$735,762	3.7%	705,000	4.4%				737,500	
January	\$103,883	\$813,165	7.1%	758,333	7.2%	\$118,615	\$854,377	5.1%	822,500	3.9%				860,417	
February	\$128,441	\$941,606	9.1%	866,667	8.6%	\$126,970	\$981,348	4.2%	940,000	4.4%				983,333	
March	\$116,931	\$1,058,537	8.6%	975,000	8.6%	\$116,714	\$1,098,061	3.7%	1,057,500	3.8%				1,106,250	
April	\$108,526	\$1,167,063	9.5%	1,083,333	7.7%	\$114,912	\$1,212,973	3.9%	1,175,000	3.2%				1,229,167	
May	\$97,513	\$1,264,576	7.7%	1,191,667	6.1%	\$111,759	\$1,324,732	4.8%	1,292,500	2.5%				1,352,083	
June	\$138,569	\$1,403,145	6.4%	1,300,000	7.9%	\$138,887	\$1,463,619	4.3%	1,410,000	3.8%				1,475,000	
Total	\$1,403,145					\$1,463,619					\$510,006				

Annual Comparison by Month

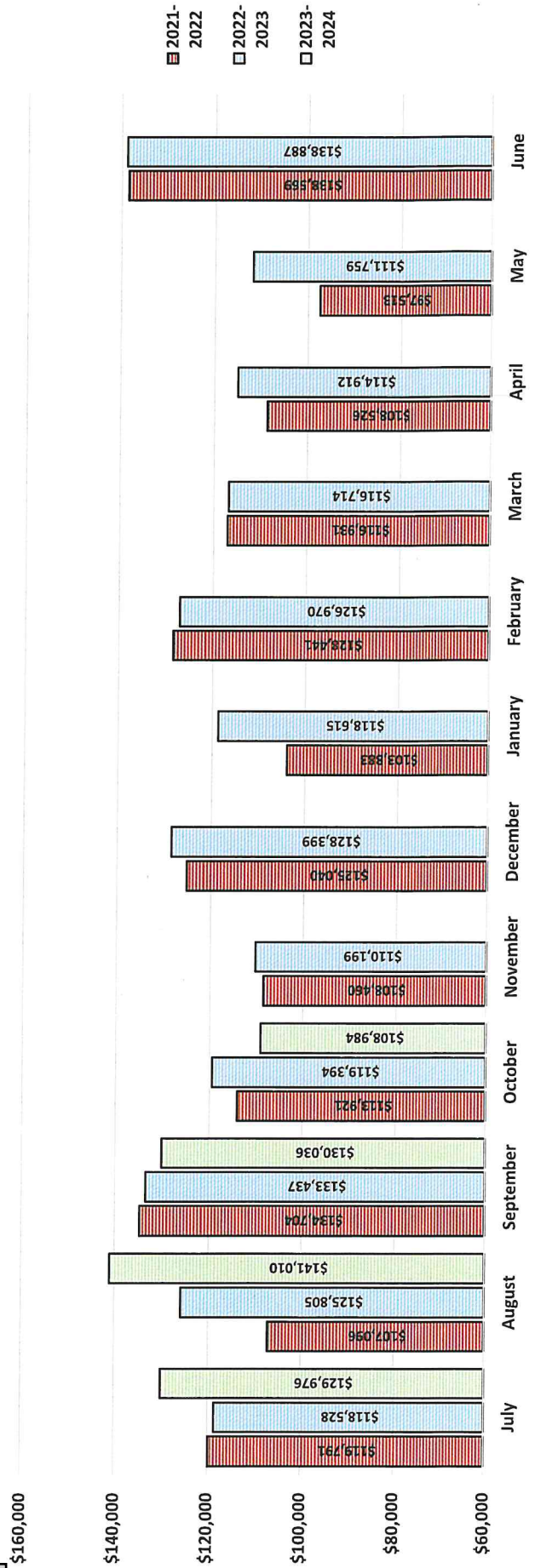




# City of Moberly One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis

	2021-2022					2022-2023					2023-2024				
	YTD			Budget Comparison		YTD			Budget Comparison		YTD			Budget Comparison	
	Amount	Change	YTD Amount	YTD Budgeted Amount	+/- Budget %	Amount	Change	YTD Amount	YTD Budgeted Amount	+/- Budget %	Amount	Change	YTD Amount	YTD Budgeted Amount	+/- Budget %
July	\$119,791	-1.6%	\$119,791	108,333	10.6%	\$118,528	-1.1%	\$118,528	117,500	0.9%	\$129,976	9.7%	\$129,976	122,917	5.7%
August	\$107,096	1.4%	\$226,888	216,667	4.7%	\$125,805	7.7%	\$244,333	235,000	4.0%	\$141,010	10.9%	\$270,986	245,833	10.2%
September	\$134,704	3.0%	\$361,592	325,000	11.3%	\$133,437	4.5%	\$377,769	352,500	7.2%	\$130,036	6.2%	\$401,022	368,750	8.8%
October	\$113,921	4.1%	\$475,513	433,333	9.7%	\$119,394	4.6%	\$497,163	470,000	5.8%	\$108,984	2.6%	\$510,006	491,667	3.7%
November	\$108,460	7.4%	\$583,973	541,667	7.8%	\$110,199	4.0%	\$607,363	587,500	3.4%				614,583	
December	\$125,040	7.7%	\$709,013	650,000	9.1%	\$128,399	3.8%	\$735,762	705,000	4.4%				737,500	
January	\$103,883	7.0%	\$812,896	758,333	7.2%	\$118,615	5.1%	\$854,377	822,500	3.9%				860,417	
February	\$128,441	9.0%	\$941,337	866,667	8.6%	\$126,970	4.3%	\$981,348	940,000	4.4%				983,333	
March	\$116,931	8.6%	\$1,058,268	975,000	8.5%	\$116,714	3.8%	\$1,098,061	1,057,500	3.8%				1,106,250	
April	\$108,526	9.5%	\$1,166,794	1,083,333	7.7%	\$114,912	4.0%	\$1,212,973	1,175,000	3.2%				1,229,167	
May	\$97,513	7.7%	\$1,264,307	1,191,667	6.1%	\$111,759	4.8%	\$1,324,732	1,292,500	2.5%				1,352,083	
June	\$138,569	6.3%	\$1,402,876	1,300,000	7.9%	\$138,887	4.3%	\$1,463,619	1,410,000	3.8%				1,475,000	
Total	\$1,402,876					\$1,463,619					\$510,006				

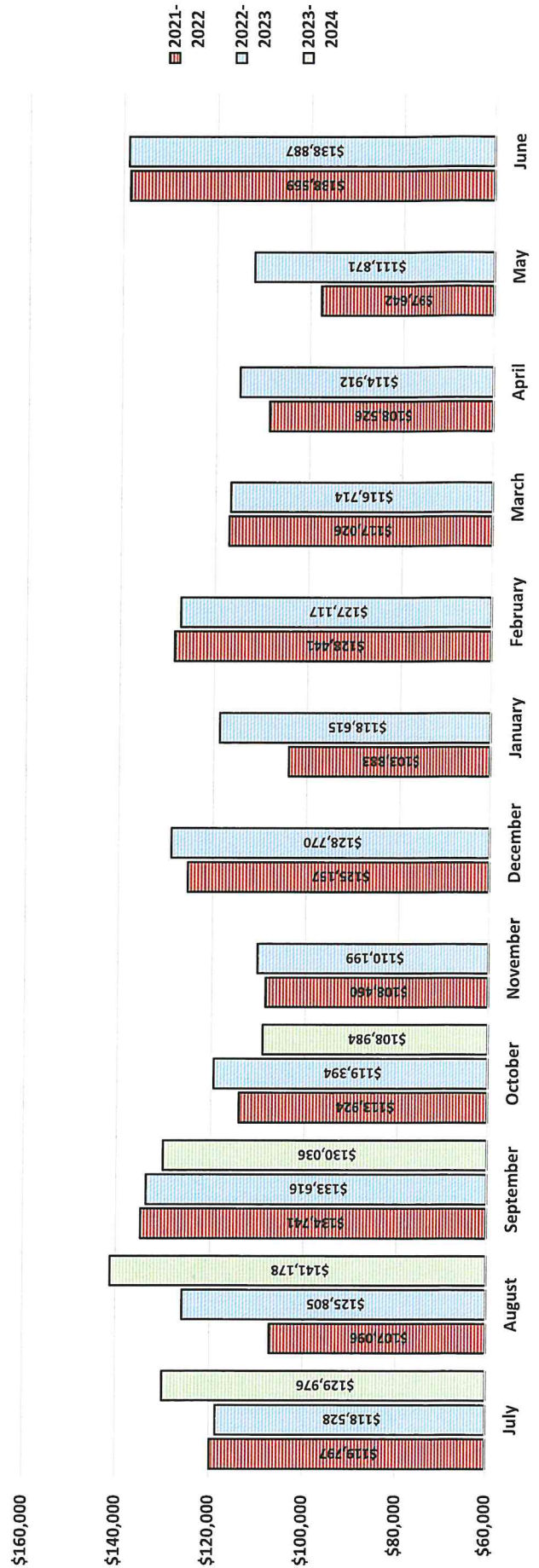
Annual Comparison by Month



# City of Moberly One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis

	2021-2022				2022-2023				2023-2024			
	Budget Comparison			YTD Amount	Budget Comparison			YTD Amount	Budget Comparison			YTD Amount
	Amount	YTD Change	+/- Budget %		Amount	YTD Change	+/- Budget %		Amount	YTD Change	+/- Budget %	
July	\$119,797	-1.6%	10.6%	\$119,797	\$118,528	-1.1%	0.9%	\$118,528	\$129,976	9.7%	5.7%	\$122,917
August	\$107,096	1.4%	4.7%	\$226,894	\$125,805	7.7%	4.0%	\$244,333	\$141,178	11.0%	10.3%	\$245,833
September	\$134,741	3.0%	11.3%	\$361,635	\$133,616	4.5%	7.2%	\$377,949	\$130,036	6.1%	8.8%	\$368,750
October	\$113,924	4.1%	9.7%	\$475,558	\$119,394	4.6%	5.8%	\$497,343	\$108,984	2.6%	3.8%	\$491,667
November	\$108,460	7.4%	7.8%	\$584,018	\$110,199	4.0%	3.4%	\$607,542				614,583
December	\$125,157	7.7%	9.1%	\$709,176	\$128,770	3.8%	4.4%	\$736,313				737,500
January	\$103,883	7.0%	7.2%	\$813,059	\$118,615	5.1%	3.9%	\$854,928				860,417
February	\$128,441	9.0%	8.6%	\$941,500	\$127,117	4.3%	4.5%	\$982,045				983,333
March	\$117,026	8.6%	8.6%	\$1,058,525	\$116,714	3.8%	3.9%	\$1,098,759				1,106,250
April	\$108,526	9.5%	7.7%	\$1,167,051	\$114,912	4.0%	3.3%	\$1,213,670				1,229,167
May	\$97,642	7.7%	6.1%	\$1,264,693	\$111,871	4.8%	2.6%	\$1,325,541				1,352,083
June	\$138,569	6.4%	7.9%	\$1,403,262	\$138,887	4.4%	3.9%	\$1,464,428				1,475,000
Total	\$1,403,262				\$1,464,428				\$510,175			

Annual Comparison by Month

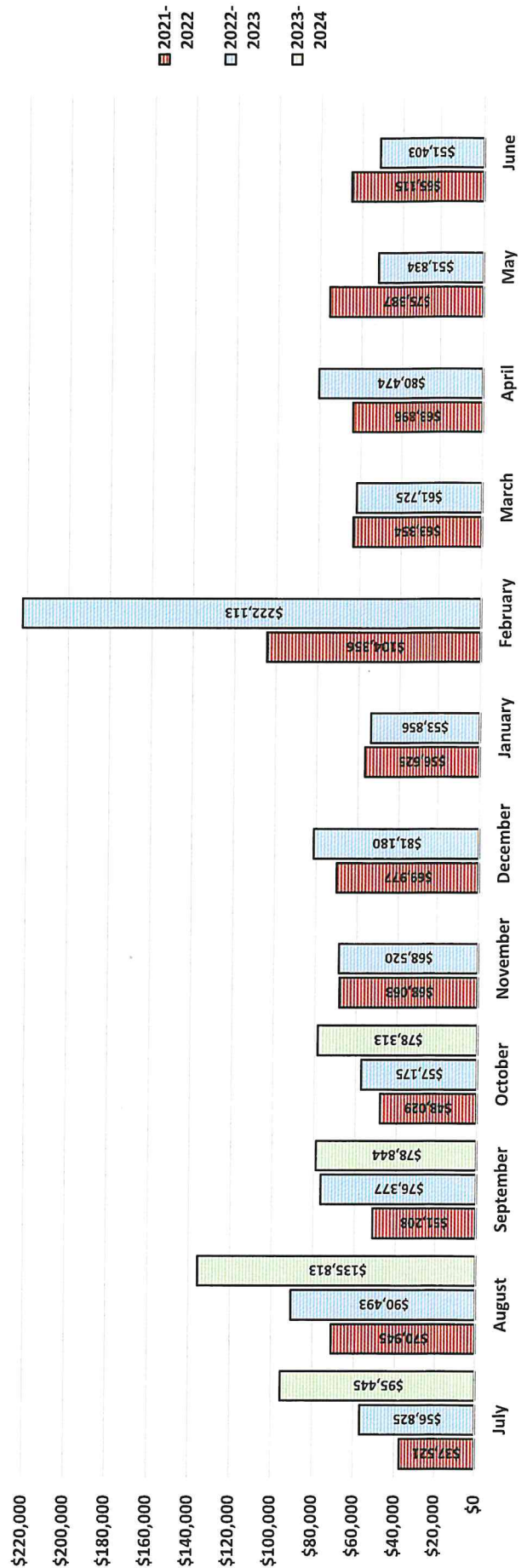




City of Moberly  
Two & One-Half Percent (2-1/2%) Use Tax Analysis

	2021-2022					2022-2023					2023-2024				
	Budget Comparison				YTD	Budget Comparison				YTD	Budget Comparison				YTD
	Amount	YTD	Change	+/-		Amount	YTD	Change	+/-		Amount	YTD	Change	+/-	
July	\$37,521	\$37,521	-19.1%	-30.7%	54,167	\$56,825	\$56,825	51.4%	-5.9%	60,417	\$85,445	\$85,445	68.0%	14.5%	83,333
August	\$70,945	\$108,466	0.8%	0.1%	108,333	\$147,319	\$147,319	35.8%	21.9%	120,833	\$135,813	\$231,258	57.0%	38.8%	166,667
September	\$51,208	\$159,674	2.9%	-1.7%	162,500	\$76,377	\$223,695	40.1%	23.4%	181,250	\$78,844	\$310,103	38.6%	24.0%	250,000
October	\$48,029	\$207,702	0.0%	-4.1%	216,667	\$57,175	\$280,870	35.2%	16.2%	241,667	\$78,313	\$388,416	38.3%	16.5%	333,333
November	\$68,063	\$275,765	3.7%	1.8%	270,833	\$68,520	\$349,390	26.7%	15.7%	302,083					416,667
December	\$69,377	\$345,742	10.2%	6.4%	325,000	\$81,180	\$430,570	24.5%	18.8%	362,500					500,000
January	\$56,625	\$402,367	13.2%	6.1%	379,167	\$53,856	\$484,427	20.4%	14.5%	422,917					583,333
February	\$104,356	\$506,723	16.6%	16.9%	433,333	\$222,113	\$706,540	39.4%	46.2%	483,333					666,667
March	\$63,354	\$570,077	13.9%	16.9%	487,500	\$61,725	\$768,265	34.8%	41.3%	543,750					750,000
April	\$63,896	\$633,973	14.1%	17.0%	541,667	\$80,474	\$848,739	33.9%	40.5%	604,167					833,333
May	\$75,387	\$709,360	17.6%	19.1%	595,833	\$51,834	\$900,572	27.0%	35.5%	664,583					916,667
June	\$65,115	\$774,475	17.6%	19.1%	650,000	\$51,403	\$951,975	22.9%	31.3%	725,000					1,000,000
Total	\$774,475					\$951,975					\$388,416				

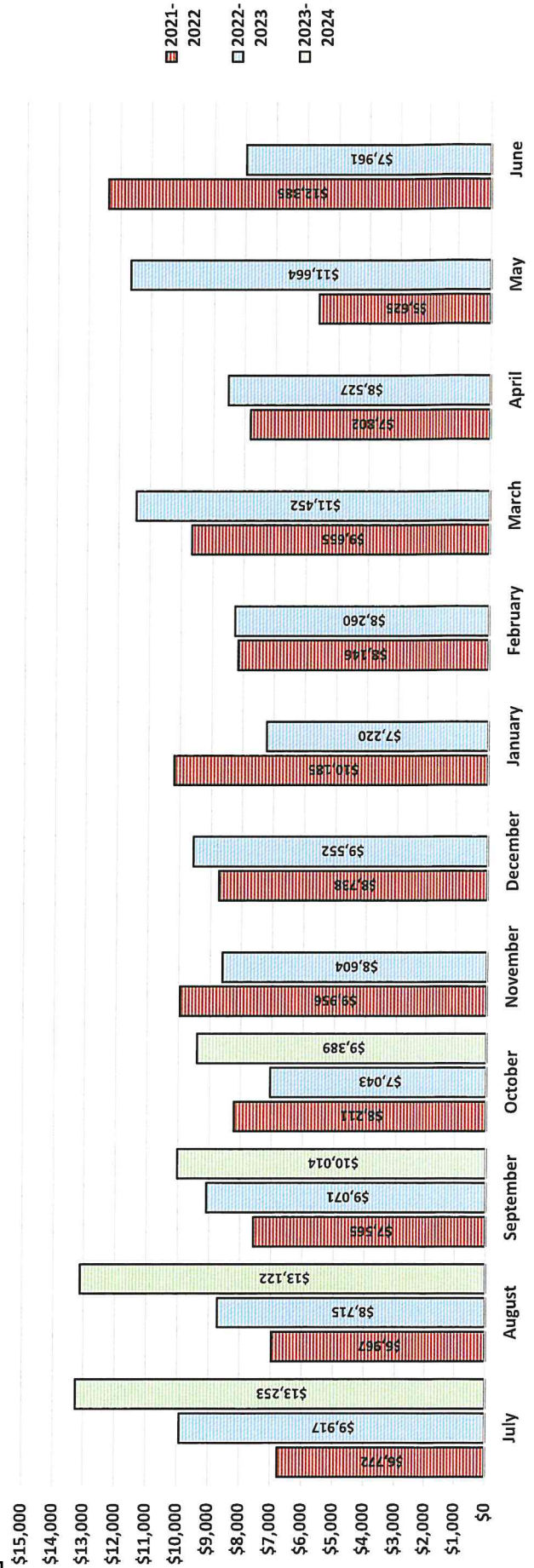
Annual Comparison by Month



City of Moberly  
One Percent (1%) Downtown CID Fund Sales & Use Tax Analysis

	2021-2022				2022-2023				2023-2024			
	YTD			Budget %	YTD			Budget %	YTD			Budget %
	Amount	Change	Amount		Amount	Change	Amount		Amount	Change	Amount	
July	\$6,772	92.0%	\$6,772	47.7%	\$9,917	46.5%	\$9,917	19.0%	\$13,253	33.6%	8,333	59.0%
August	\$6,967	53.5%	\$13,738	49.9%	\$8,715	35.6%	\$18,632	11.8%	\$13,122	41.6%	16,667	58.2%
September	\$7,565	42.5%	\$21,303	54.9%	\$9,071	30.0%	\$27,703	10.8%	\$26,374	31.4%	25,000	45.6%
October	\$8,211	57.8%	\$29,514	61.0%	\$7,043	17.7%	\$34,746	4.2%	\$10,014	31.4%	33,333	37.3%
November	\$9,956	80.3%	\$39,470	72.2%	\$8,604	9.8%	\$43,350	4.0%	\$9,389	31.7%	41,667	
December	\$8,738	73.1%	\$48,208	75.3%	\$9,552	9.7%	\$52,902	5.8%			50,000	
January	\$10,185	81.7%	\$58,393	82.0%	\$7,220	3.0%	\$60,122	3.1%			58,333	
February	\$8,146	80.2%	\$66,539	81.5%	\$8,260	2.8%	\$68,382	2.6%			66,667	
March	\$9,655	83.6%	\$76,194	84.7%	\$11,452	4.8%	\$79,834	6.4%			75,000	
April	\$7,802	74.0%	\$83,996	83.3%	\$8,527	5.2%	\$88,361	6.0%			83,333	
May	\$5,625	71.9%	\$89,620	77.8%	\$11,664	11.6%	\$100,026	9.1%			91,667	
June	\$12,385	72.3%	\$102,005	85.5%	\$7,961	5.9%	\$107,987	8.0%			100,000	
Total					\$107,987				\$45,777			

Annual Comparison by Month



**City of Moberly Health Plan Trust**  
**Comparative Profit & Loss Statement - September 2023**

<u>Income</u>	<u>July-Sept. 2023</u>	<u>July-Sept. 2022</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	18,222.27	20,260.38	(2,038.11)	-10.06%
4901 Interest Income	3,196.36	654.92	2,541.44	388.05%
4950 Employer Contributions	335,835.05	325,094.60	10,740.45	3.30%
4951 Employee Contributions	69,007.03	63,041.96	5,965.07	9.46%
4952 Employee Cobra Payments	0.00	140.76	(140.76)	-100.00%
4953 Reinsurance Refunds	0.00	18,207.46	(18,207.46)	-100.00%
4954 Employee Buy-up Premiums	<u>400.00</u>	<u>1,500.00</u>	<u>(1,100.00)</u>	<u>-73.33%</u>
Total Income	426,660.71	428,900.08	(2,239.37)	-0.52%
<u>Expenditures</u>				
5406 Contracted Services	2,028.00	452.50	1,575.50	348.18%
5806 Miscellaneous	6.00	54.00	(48.00)	-88.89%
5817 Bank Fees	169.91	448.11	(278.20)	-62.08%
5850 Health Claims Paid	190,737.24	206,190.54	(15,453.30)	-7.49%
5851 Pharmaceuticals	70,118.62	50,523.75	19,594.87	38.78%
5852 Reinsurance Premiums	99,013.13	85,636.08	13,377.05	15.62%
5853 Life Insurance Premiums	7,473.49	7,354.48	119.01	1.62%
5854 Medical Claims Admin Fees	19,213.92	12,469.64	6,744.28	54.09%
5855 Dental Claims Admin Fees	1,350.05	874.35	475.70	54.41%
5856 Air Ambulance Memberships	6,721.00	5,503.00	1,218.00	22.13%
5857 Dental Claims Paid	16,531.72	14,691.40	1,840.32	12.53%
5858 HSA Account Fees	<u>302.50</u>	<u>267.50</u>	<u>35.00</u>	<u>13.08%</u>
Total Expenditures	<u>413,665.58</u>	<u>384,465.35</u>	<u>29,200.23</u>	<u>7.60%</u>
<b>Net Income (Loss)</b>	<b><u>12,995.13</u></b>	<b><u>44,434.73</u></b>	<b><u>(31,439.60)</u></b>	<b><u>-70.75%</u></b>

**City of Moberly Health Plan Trust**  
**Comparative Balance Sheet - September 30, 2023**

<u>ASSETS</u>	<u>September 30, 2023</u>	<u>September 30, 2022</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000    Cash	<u>360,975.54</u>	<u>406,745.91</u>	<u>(45,770.37)</u>	<u>-11.25%</u>
Total Current Assets	360,975.54	406,745.91	(45,770.37)	-11.25%
Other Assets				
1300    Investments	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
Total Other Assets	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
<b>TOTAL ASSETS</b>	<b><u>360,975.54</u></b>	<b><u>406,745.91</u></b>	<b><u>(45,770.37)</u></b>	<b><u>-11.25%</u></b>
<u>LIABILITIES &amp; EQUITY</u>				
Equity				
3000    Unreserved Fund Balance	347,980.41	362,311.18	(14,330.77)	-3.96%
Net Income (Loss)	<u>12,995.13</u>	<u>44,434.73</u>	<u>(31,439.60)</u>	<u>-70.75%</u>
Total Equity	<u>360,975.54</u>	<u>406,745.91</u>	<u>(45,770.37)</u>	<u>-11.25%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>360,975.54</u></b>	<b><u>406,745.91</u></b>	<b><u>(45,770.37)</u></b>	<b><u>-11.25%</u></b>





# Monthly Report

## September 2023

		2023	2022
<b>Parks</b>	Thompson Campground	172	Campground Daily(162) Monthly(7) Group Camp(2) Individul tent camp(1-done in error) 225
	Misc. Thompson Campground	\$0.00	\$40.00
	Miscellaneous Park Fees	\$4,420.00	Dump Station(\$20) MIRMA Audit Reimbursement(\$2300) 3-Memorial Trees and 6' bench(\$2100) \$119.93
	Overnight Fishing Passes	-	-
	Paddleboat Rental	\$155.00	Paddle Boat Rental (15) \$240.00
	Canoe Storage	\$50.00	Annual Boat Storage Fee(1) \$50.00
	Archery Range	-	-
	Overlook & Plaza	-	-
	Midway	-	-
	Agricultural Barns	-	-
	Equestrian Area/ Rodeo Ground	2	4-H(2) 0
	James Youth Center	8	Birthday Parties(4) Family Reunions(3) Football Team Dinner(1) 7
	The Lodge	7	Baby Shower(1) Benefit(1) Class Reunion(1) Wedding Reception(2) Birthday Party(1) <b>Internal:</b> Fire Department Meeting(1) 10
	Lion's Beuth Park	-	-
	Tannehill Park & Gazebo	-	-
	Depot Park (Entire Park)	1	<b>Internal:</b> Junk Junktion(1 res, 3 days) 1
	Rothwell Park 5K / Complex 5K	2	HS Cross Country Meet(1) JROTC HS Benefit 5K(1) 2
		2023	2022
<b>o weather)</b>	Red 1	27	MACC Baseball Practice(22) MACC Baseball Games(4) HS Cross Country Meet(1) 26
	Red 2	1	HS Cross Country Meet(1) 2
	Blue 1	8	Little Spartan Football Practice(7) HS Cross Country Meet(1) 11
	Blue 2	1	HS Cross Country Meet(1) 2

# Fields

(Practices and Games subject to change due to

Blue 3	8	Little Spartan Football Practice(7)	11
		HS Cross Country Meet(1)	
Green 1	2	HS Cross Country Meet(1) Lewis & Clark Softball Tournament(1)	2
Green 2	2	HS Cross Country Meet(1) Lewis & Clark Softball Tournament(1)	2
		Coed Adult Softball Games(15) HS	
Green 3	17	Cross Country Meet(1) Lewis & Clark Softball Tournament(1)	34
		MACC Softball Practices(21) MACC	
Green 4	27	Softball Games(5) HS Cross Country Meet(1)	3
		Coed Adult Softball Games(13) HS	
Green 5	14	Cross Country Meet(1)	14
Green 6	1	HS Cross Country Meet	2
Groeber	0		1
Meinert	0		4
Patrick	-		-
Fox Field	1	Family Ballgame(1)	0
Fox Park Pickleball / Tennis Courts	-		-
Batting Cages	2	HS Cross Country Meet-Cages 1 & 2(1)	1
Shelter 1 Tennis Courts	-		-
Wilhite Tennis Courts	-		-

2023

2022

# Shelters

		Family Reunions(2) Church	
Shelter 1	5	Event(1) Church Service & Picnic(1) Gender Reveal(1)	5
Shelter 3	0		2
Shelter 5	1	Back to School Party(1)	3
		Birthday Party(2) Friend	
Fox Park Shelter	4	Gathering(1) Private Event(1)	4
		Family Reunion(2) Birthday	
Klein Shelter	3	Party(1)	5
		Private Event(2) Birthday Party(2)	
Lake Pavilion	5	Family Reunion(1)	3
		<b>Internal:</b> Block for Class Reunion	
Riley Pavilion	1	Pictures(1)	0
Meditation Garden / Legacy Overlook	-		-
		Baby Shower(1) <b>Internal:</b> Junk	
Depot Park Shelter	2	Junktion(1 res, 3 days)	1

## Auditorium

	2023	2022
Entire Facility	7	3
	RC Farm Bureau Board Event(1) MACA Film Fest(1 res, 2 days) Patriot Day Commemoration(1) Wedding(1 res, 2 days) Class Reunion(1) Dept of Health and Senior Services Meeting(1) PPAC Convention & Workshop(1 res, 2 days)	

## Aquatic Center

	2023	2022
Entire Facility	-	-
Sunshade Area	-	-

## Recreation

**Director – Troy Bock**

- Coordinated with the wood carver to potentially carve the section saved from the large tree at the war memorial. We are hoping the carving can be done in October.
- Attended a series of forestry webinars with Tanner Rice, our Forester, and Dirk Miller.
- Met with a Rotary representative on a project to install stamped concrete from the current path to the caboose and tie into the existing City sidewalk near the bridge. To do it right, we would also run the stamped concrete at the same time up to the pillars on the east museum canopy and wrap the concrete around to the slab on the south side of the museum. But this will take a little additional outside funding and we will also need to absorb more cost than anticipated as a department. Rotary has pledged up to \$5,000.
- Attended various meetings with other City staff, community partners, and a contractor to try and determine how the synthetic skating rink can be sustainably operated.
- Began drafting an RFP for fireworks after reviewing many approaches other cities took in their RFP's. If not written correctly, fireworks companies can take advantage and bid strictly on shell count, filling the show with small, cheap shells to attempt to win the bid on quantity vs. quality.
- Met with staff on various offseason projects to tackle deferred maintenance from forestry work desperately needing done in the parks and golf course to smaller construction and reconstruction projects, juggling them around three months of Christmas light setup, maintenance, and take-down while also trying to work in skating rink maintenance.
- The Potawatomie group from Indiana came through as they do every 5 years to visit markers along the Trial of Death. One marker is located in Rothwell Park. Approximately 50 people attended.
- Met with Eric Brown and Bryan Minnis at Heritage Hills. Things continue to improve at the golf course, but they continue to have challenges, especially on the aging irrigation infrastructure with 3-4 leaks they are currently working to tackle around day-to-day maintenance.
- The landscaping around the clubhouse continues to be an improvement compared to a year ago with irrigation built in and an affordable maintenance program.
- There are conservatively two dozen trees that need removed at Heritage Hills in addition to trees across the entire course needing limbed up.

**Administration – Leslie Keeney**

- Hired one new Part-Time Park Ranger. Continuing to interview for the second open part-time Ranger position that is open.
- Tracey mailed "Thank You" cards to all department volunteer coaches for coaching during the 2023 softball season. Head coaches receive a coupon for a free registration in the Recreation League for 2024 and every coach receives two individual day pool passes for the 2024 season.
- Sent bid specs to various companies to provide the department with its rugs, mops, etc. Aramark is the current provider of these products/services, but the time has come for their contract to end, so the department is working to ensure those services are provided at the best possible price.
- Worked with the department's Credit Card Merchant/Gateway to lower their fees when processing credit cards through its software system.
- Currently working with Elevator Maintenance Company, Schindler Elevator, to have the Elevator inspected.
- Processed bills and timesheets for department staff.
- Oversaw day-to-day operations for the front office.



**Park Superintendent – Dirk Miller**

- Continued planting trees from Forrest Keeling we recently purchased.
- Sprayed for weeds in lake waters at Rothwell and Water Work's Lakes. Contacted Conservation agent to come view the weed problem and asked for assistance.
- Removed paddleboats and cleaned them for storage. Hooked up wiring in new box for fountain and checked it out before storing.
- Assisted with Eagle Scout project in making a bridge for off-road bikers. Sealed all the bridges we've made on hiking trails. Removed concrete and repaired walking bridge on Water Work's dam, across spillway.
- Worked near Lake Pavilion removing large Bradford Pear tree and hauling off brush. Added Rip Rap rock along shoreline from old concrete water ditch/trench to the edge of Candy Cane wall.
- Planted Dogwoods and installed concrete pad and bench for the Memorials for the class of 1967.
- Removed "water tank" lid at Splash Pad with the assistance of the Water Department's Crain truck and are attempting a fix for spray heads. Had Tony Harlan up to replace proximity switch and check out switches and relays.
- Accepting bids for winterization of Pool, Complex, and Splash Pad. Waiting on Safe Slides to perform maintenance on Pool slides.

**Athletic Complex Supervisor/Sports Manager – Jacob Buntin****Athletic Complex:**

- Continued holding Little Spartans football practice on Tuesday and Thursday nights from 6 pm to 8 pm on Blue 1 and Blue 3 football fields.
- Hosted the Moberly Cross Country Invitational on September 28<sup>th</sup>. Over 400 runners participated.
- Star Gazing Event was held September 29<sup>th</sup>.

**Sports:**

- Competitive Adult Softball league is held on Tuesday nights on Green Fields 3 & 5.
- MACC baseball and softball hosted several colleges for fall games.
- Lewis and Clark softball tournament was held September 30<sup>th</sup>.

**Recreation Supervisor – Jenna Kitchen****Events/Marketing**

- Azar Printing out of the St. Louis area won the printing bid for our annual Activity Guides. We are currently working with the Art Department on creating our new style for next year's guide.
- Attended the monthly Safety Committee Meeting and discussed details for the City Health Fair that was held on October 6<sup>th</sup>.
- Troy and I went to the Potawatomi ceremony on September 21<sup>st</sup>. This was a very neat gathering as the Potawatomi descendants retraced the infamous Trail of Death of 1838 from Indiana to Kansas. They take this trip every five years. The tribe/group visited the Potawatomi Marker that is in Rothwell Park and invited the public to visit their ceremony.
- Tracey and I are continuing to advertise for the Trick-or-Treat Trail on Halloween evening, as well as beginning to work on event details for the Frosty 5K in December.
- I submitted an article to the MPRA Fall Magazine, about the Rinehart 100 Archery Tournament that was held at Rothwell Park in August.
- The Mini Train in Rothwell Park will continue to run on Sundays through October, weather permitting.
- Our office will be attending the Chamber of Commerce Employer Showcase at Moberly High School on October 19<sup>th</sup>, for students in 8<sup>th</sup>-12<sup>th</sup> grade.

- Tracey and I chose the 3<sup>rd</sup> quarter Love Your Parks photo contest winner. The quarterly photo contest has been a good addition this year as we are receiving several neat photos of our parks, amenities, and wildlife.

#### **Concessions/Aquatics**

- Held concessions for the High School Cross Country Meet, Lewis and Clark Softball Tournament, and the Little Spartans Fall Ball Playoffs. We are now done with concessions for the year.



**Police Department**

Troy Link

Chief of Police

264<sup>th</sup> Session FBI Academy

300 N Clark Street

Moberly, MO 65270

Phone: 660-263-0346

Fax: 660-263-8540

**Division of Criminal Investigation**

**Monthly Report**

**September 2023**

1. Stealing: Suspect: JT, W/F, 28yoa; Victim: SOM, Bus. Victim refused to cooperate.
2. Rape: Suspect: UNK; Victim: AG, W/M, 19yoa. Unfounded
3. Rape: Suspect: UNK; Victim: GG, W/M, 21yoa. Unfounded.
4. Rape: Suspect: JT; B/M, 52yoa; Victim: SC, W/F, 45yoa. Victim refused to cooperate.
5. Assault: Suspect: DD, B/F, 37yoa; Victim: RL, W/M, 49yoa. Unfounded
6. Filing False Report: Suspect: RL, W/M, 49yoa, Victim: SOM. Reports sent to RCPA.
7. Robbery: Suspect: AP, W/M, 34yoa; Victim: TE, Bus. Reports sent to RCPA.
8. Poss. Of Child Porn: DF, W/M, 16yoa; Victim: BT, W/F, 14yoa. Reports sent to RCJO.
9. Rape-2<sup>nd</sup> Degree; Suspect: JB W/M, 37 YOA; Victim: TB W/F, 33 YOA. Unfounded
10. Failure to Register as Sex Offender; Suspect: BW W/M, 60 YOA; Victim: State of MO. Reports sent to RCPA.
11. Statutory Sodomy; Suspect: SI W/F, 25 YOA; Victim: BO W/M, 5 YOA. Unfounded.
12. Violation Order of Protection: Suspect: JB, W/M, 47 yoa; Victim: TO, W/F, 33 yoa. Reports sent to RCPA.
13. Harassment 1<sup>st</sup> Degree: Suspect: JB, W/M, 47 yoa; Victim: TO, W/F, 33 yoa. Reports sent to RCPA.
14. Unlawful Use of a Weapon: Suspect: JB, W/M, 47 yoa; Victim: TO, W/F, 33 yoa. Reports sent to RCPA.
15. Delivery/Possession of Controlled Substance at Correctional Center: Suspect: JW, W/F, 43 yoa; Victim: State of Missouri. Reports sent to RCPA.
16. Possession of Controlled Substance: Suspect: KH, W/M, 37 yoa; Victim: State of Missouri. Reports sent to RCPA.
17. Abuse of a Child: Suspect: TJ, B/F, 25 yoa; Victim: KJ, W/M, 7 yoa. Unfounded.
18. Discharge Weapon Within City Limits: Suspect: KS, W/M, 43 yoa; Victim: City of Moberly. Summons issued; reports sent to Municipal PA.

<b>Cases Cleared.....</b>	<b>18</b>
<b>Interviews.....</b>	<b>121</b>
<b>Interrogations.....</b>	<b>3</b>
<b>Reports Written.....</b>	<b>83</b>

### **Special Assignments**

#### Monthly Report

Tagged several body camera videos

Served a search warrant to US Cellular for a death investigation. (23-SWAR-94)

Served an investigative subpoena to Block Inc. for a death investigation. (23-SUBP-23)

Submitted a return on an investigative subpoena to the Circuit Clerk. (23-SUBP-23)

Submitted a return on a US Cellular search warrant to the Circuit Clerk. (23-SWAR-94)

Responded to the Randolph County Jail to speak to an inmate in reference to a robbery investigation.

Attended training with Moberly SWAT for patrol/pistol malfunction exercises.

Submitted a phone download request to the FBI Kirksville office.

Responded to S. 5<sup>th</sup> to assist patrol in a suspicious activity investigation.

Responded to the Boone County Jail in reference to a follow up in a rape investigation.

Responded to Moberly Regional Medical Center in reference to an assault investigation.

Completed an exigent circumstances form for US Cellular for an emergency ping for an assault.

Responded to Ranchland Dr. in Macon in reference to an assault investigation.

Provided security for a Moberly High School football game.

Conducted a stealing investigation at the Moberly High School football stadium.

Provided security for the Gusmacker/Junk Junction event on W. Reed.

Completed an affidavit for a Facebook search warrant in reference to a death investigation.

Conducted a follow-up to a 2001 rape investigation via telephone call with victim.

Responded to Bertley and seized evidence in reference to an assault investigation.

Responded to MRMC and Fastenal in reference to a missing person investigation.

Assisted patrol division on a warrant service attempt on S. Clark.

Assisted patrol division on peace disturbance on Terrill Rd.

Provided a police escort with patrol for cancer patient returning home.

E-mailed a copy of a report to Colorado Springs PD in reference to a missing person investigation.

Responded to Pizza Hut in reference to a follow up in a stealing investigation.

Responded to North Village in reference to a follow up in a rape investigation.

Assisted patrol division/ambulance on a medical call on Franklin Street.

Assisted patrol division on a domestic violence investigation on E. Rollins.

Responded to S. Ault in reference to a follow up in a shooting investigation.



**Police Department**

Troy Link  
Chief of Police  
264<sup>th</sup> Session FBI Academy

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Contacted individuals in the lobby of MPD in reference to a child pornography investigation.  
Responded to S. Morley in reference to a follow up in a robbery investigation.  
Attended training with Moberly SWAT for moving and shooting firearm drills.  
Responded to the Randolph County Sheriff's Office to obtain surveillance footage in a rape investigation.  
Conducted an interview in reference to a stealing investigation.  
Reviewed toxicology report in reference to a death investigation.  
Assisted patrol division with a suspicious activity investigation.  
Reviewed video surveillance in reference to Stealing investigation.  
Reviewed video surveillance in reference to Burglary investigation.  
Fingerprinted crowbar in reference to Burglary investigation.  
Swabbed crowbar for DNA in reference to Burglary investigation.  
Submitted lab analysis request in reference to Burglary investigation.  
Conducted follow-ups in reference to Burglary investigation.  
Canvassed neighborhood for video surveillance in reference to Burglary investigation.  
Conducted follow-ups in reference to Statutory Sodomy investigation.  
Assisted Randolph County Sheriff's Department with Stealing investigation.  
Corresponded with Rainbow House to schedule forensic interview for Statutory Sodomy investigation.  
Reviewed Facebook return in reference to multiple Stealing/Fraud investigations.  
Conducted follow-up in reference to Assault investigation.  
Attended range training.  
Assisted patrol with a warrant arrest.  
Reviewed medical records in reference to Statutory Sodomy investigation.  
Reviewed forensic interview video in reference to Statutory Sodomy investigation.  
Conducted follow-ups in reference to Missing Person investigation.  
Attended forensic interview at the Rainbow House in reference to Statutory Sodomy investigation.  
Assisted patrol with a fraud investigation.  
Reviewed transaction history in reference to Fraudulent Use of Debit/Credit Card investigation.  
Wrote 2 Cash App preservation requests in reference to Fraudulent Use of Debit/Credit Card investigation.  
Submitted 2 Cash App preservation requests in reference to Fraudulent Use of Debit/Credit Card investigation.  
Assisted patrol with a possible overdose.

Conducted follow-ups in reference to Statutory Sodomy investigation.  
Conducted follow-ups in reference to Fraud investigation.  
Wrote investigative subpoena request in reference to Fraud investigation.  
Submitted investigative subpoena request to the Randolph County Prosecuting Attorney's Office.  
Assisted patrol division with Suspicious Activity/Weapons investigation.  
Interviewed suspect in reference to Statutory Sodomy investigation.  
Conducted follow-ups in reference to multiple Stealing (license plates) investigations.  
Interviewed witnesses in reference to Failure to Register investigation.  
Conducted follow-ups in reference to Failure to Register investigation.  
Served Investigative Subpoena in reference to Fraud investigation.  
Canvassed neighborhood for video surveillance in reference to multiple Stealing investigations.  
Assisted patrol with a death investigation.  
Processed evidence in reference to death investigation.  
Conducted follow-ups in reference to death investigation.  
Completed Paycom for detective unit.  
Approved numerous reports for Detective Unit.  
Tagged numerous body camera videos.  
Called out for Robbery investigation.  
Processed/ Packaged evidence from Robbery Investigation.  
Assisted Moberly Prison with a drug investigation.  
Covered as Watch Commander for Patrol Division.  
Contacted by Boone Co Sheriff's Office in reference to Child Molestation/ Statutory Rape investigation.  
Assisted Patrol Division with a DWI investigation.  
Assisted Patrol Division with a Possession of Controlled Substance (Meth) investigation.  
Assisted Children's Division with a Hotline Report alleging Child Physical/ Sexual Abuse.  
Submitted request for Investigative Subpoena to Prosecutor's Office for Robbery investigation.  
Called out for Burglary Investigation.  
Processed/Packaged evidence from Burglary Investigation.  
Assisted Patrol Division with a Fraud/ Stealing investigation.  
Assisted Patrol Division with a Missing Persons case.  
Follow up on Fraud/ Stealing investigation.  
Completed Laboratory Analysis Request form.  
Follow up on Death Investigation (Fentanyl Overdose).  
Attended Firearms Training.  
Served Investigative Subpoena to Dominos Corporation for Robbery Investigation.  
Dropped off/ picked up evidence from Boone County Cyber Crimes.  
Virtual Academy Online Training- Online Child Sexual Abuse Trends.  
Assisted Patrol Division with searching for wanted subject.  
Assisted with security at schools during drop off/ pick up.  
Submitted several returns for subpoenas/ search warrants at the courthouse.



**Police Department**

Troy Link  
Chief of Police  
264<sup>th</sup> Session FBI Academy

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Assisted Patrol Division with a Peace Disturbance (Discharge Weapon within City Limits).

Issued summons for Discharge Weapon Within City Limits.

Submitted investigative subpoena to US Cellular.

Called out to assist with Robbery.

Assisted with reported Parental Kidnapping.

Assisted Patrol Division with a Sexual Assault investigation.

Completed Laboratory Analysis Request form for Robbery investigation.

Assisted with a Failure to Register as a Sex Offender investigation.

Assisted with a Death Investigation (Suicide).

**Recovered Property**

-White "Moberly themed" t-shirt, Value: \$22

-\$380.00 assorted US Currency.

-\$20.00 bill.

Respectfully Submitted,

Tracey Hayes  
Commander

10/02/23  
14:30

Moberly Police Department  
Total CAD Calls Received, by Nature of Call

343  
Page: 1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	2	0.20
Accident/Motor Vehicle	36	3.52
Alarm Call	23	2.25
Animal Bite	2	0.20
Animal Complaint	25	2.45
Assault	9	0.88
Assist Other Agency	44	4.31
Assist Public/Employee	101	9.88
Building Check	190	18.59
City Ordinance Violation	1	0.10
Damage Property	8	0.78
Death Investigation	1	0.10
Document Delivery/Pickup	9	0.88
Domestic Abuse	2	0.20
Extra Watch	49	4.79
Extra Watch Request	6	0.59
Field Contact	15	1.47
Fire Alarm Call	3	0.29
Fire Call	10	0.98
Fire Health Safety Check	7	0.68
Found Property/Contraband	11	1.08
Fraud	2	0.20
Funeral Escort	2	0.20
Harassment	6	0.59
Health Safety	2	0.20
Information/Criminal Activity	1	0.10
Intoxicated Person	1	0.10
Keeping the Peace	1	0.10
Medical Assist\RCAD	65	6.36
Missing Person	2	0.20
Motor Vehicle Theft	1	0.10
Parking Violation	20	1.96
Peace Disturbance	67	6.56
Robbery	1	0.10
Runaway Juv	3	0.29
Search Warrant	1	0.10
Sex Offenses	1	0.10
Special Assignment	11	1.08
Stealing	30	2.94
Suicide/Suicide Attempt	1	0.10
Suspicious Activity	41	4.01
Suspicious Person	10	0.98
Suspicious Vehicle	11	1.08
Traffic Complaint	107	10.47
Trespass/Refusing to Leave	17	1.66
Warrant Arrest	22	2.15
Try to Contact/Well-Being	42	4.11
Total Calls:		1022

Report Includes:

All dates between `00:00:01 09/01/23` and `23:59:59 09/30/23`  
 All nature of incidents  
 All cities matching `MOB`  
 All types

# **Moberly Fire Department September Monthly Report 2023**

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**City of Moberly Fire Department**

**Emergency Dial 911**  
**Station #1 660-269-8705 EXT 2035**  
**Fax# 660-263-0596**  
**E-mail ryand@moberlyfd.com**  
**Station #2 660-263-4121**

**310 N. Clark**  
**Moberly, MO 65270-1520**  
**Fire Chief**  
**Don Ryan**

To: Mayor and City Council  
 From: Don Ryan, Fire Chief  
 Date: October 2, 2023  
 Re: September Monthly Council Report:

- Last month the fire department responded to 101 incidents (28 different types) this included: **8 fire related calls; 61 EMS Calls; 15 Service Calls; 7 Good Intent call; 7 False Alarms & False Calls; 2 Hazardous Condition (No Fire); 1 Special Incident; and 10 fire inspections.**
- The Department's three shifts combined for 446.0 training hours. The following topics were covered: Hose Techniques Training; Recruit Training; Driver/Engineer Testing; Policies Training; Ladder Training; EMS Training; Pump Operations & Water Supply Training; Extrication Demonstration & Training; Fire Extinguisher Training; and Health and Wellness.
- Building inspections (CFOs), annual business inspections continue to be done by all three shifts.
- Hydrant testing continued, working closely with the water department. We are making contact daily before going out to make sure it is approved by them so as to not create any issues within the water distribution system.
- The department had Dinges Fire Company provide a demonstration with an AMKUS representative for battery powered extrication tools on the 5<sup>th</sup>.
- The department participated in the monthly siren test on the 6<sup>th</sup>.
- The Chief participated in the 911 Advisory Board Meeting on the 7<sup>th</sup>.
- The department had Leo Ellebracht Company provide a hose and nozzle demonstration on the 13<sup>th</sup>.
- The Chief met with Tim Remole to request a quote for the possible painting of Station 2 on N. Morley.
- The Chief attended the Region B Coordinator's Meeting at the Lodge on the 20<sup>th</sup>.
- The Chief attended the Region B Fire Chief's Meeting on the 20<sup>th</sup>.
- The Chief participated in the Missouri Firefighter Critical Illness Trust and Pool Virtual Meeting on the 21<sup>st</sup>.
- The department had Dinges Fire Company provide a hose and nozzle demonstration on the 22<sup>nd</sup>.
- The Chief did the 30 minute radio interview for the city on the 26<sup>th</sup>.
- We had our monthly officer's meeting on the 27<sup>th</sup>.

**Notice for October 2023**

- SiteMed will be at the fire department to perform Phase I of the annual firefighter physicals on the 3<sup>rd</sup>.
- Monthly Siren Test on the 4<sup>th</sup>.
- The department will participate in the annual City Safety Fair on the 6<sup>th</sup>.
- The Chief will attend the Region B RHSOC Meeting on the 16<sup>th</sup>.
- The department will participate in the annual “Employers Showcase” on the 18<sup>th</sup>.
- The Chief will attend the 24/63 Fire Chief’s Meeting in Huntsville on the 18<sup>th</sup>.
- The Chief will attend the Randolph County LEPC Meeting on the 19<sup>th</sup>.
- SiteMed will be at the fire department to perform Phase II of the annual firefighter physicals on the 24<sup>th</sup>.
- Our monthly Officer’s Meeting will be on the 25<sup>th</sup>.
- The department will participate in the annual Trick-or-Treat Trail on the 31<sup>st</sup>.



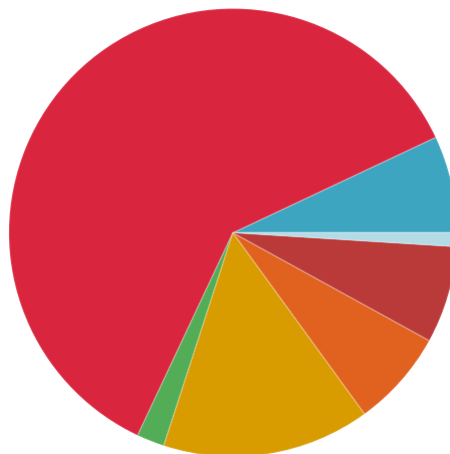


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
INCIDENT TYPE was NOT specified	1	0.99%
113 - Cooking fire, confined to container	1	0.99%
118 - Trash or rubbish fire, contained	2	1.98%
142 - Brush or brush-and-grass mixture fire	1	0.99%
151 - Outside rubbish, trash or waste fire	2	1.98%
1512 - Building Materials/ Demo Mat. Fire	1	0.99%
311 - Medical assist, assist EMS crew	1	0.99%
3112 - Lift Assistance	10	9.90%
3113 - Standby, No care provided	4	3.96%
321 - EMS call, excluding vehicle accident with injury	40	39.60%
322 - Motor vehicle accident with injuries	3	2.97%
324 - Motor vehicle accident with no injuries.	2	1.98%



<b>Incident Type</b>	<b>Total Incidents</b>	<b>Percent</b>
381 - Rescue or EMS standby	1	0.99%
445 - Arcing, shorted electrical equipment	1	0.99%
461 - Building or structure weakened or collapsed	1	0.99%
5001 - Gas Appliance Inspection	10	9.90%
5311 - Report of odor with nothing found	1	0.99%
551 - Assist police or other governmental agency	2	1.98%
553 - Public service	1	0.99%
554 - Assist invalid	1	0.99%
600 - Good intent call, other	1	0.99%
611 - Dispatched & canceled en route	5	4.95%
661 - EMS call, party transported by non-fire agency	1	0.99%
733 - Smoke detector activation due to malfunction	2	1.98%
735 - Alarm system sounded due to malfunction	3	2.97%
736 - CO detector activation due to malfunction	1	0.99%
745 - Alarm system activation, no fire - unintentional	1	0.99%
911 - Citizen complaint	1	0.99%

**Total Number of Incidents: 101**

**Total Number of Incident Types: 28**

Incident Type	Total Incidents	Percent
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Report Filter Settings

**Report File Name:** Incidents by Incident Type, Summary with Major Type Graph

**Filter Name:** Last Calendar Month

**Filter Expression:** [AlarmDateTime] is between '9/1/2023 12:00:00 AM' and '9/30/2023 11:59:59 PM'

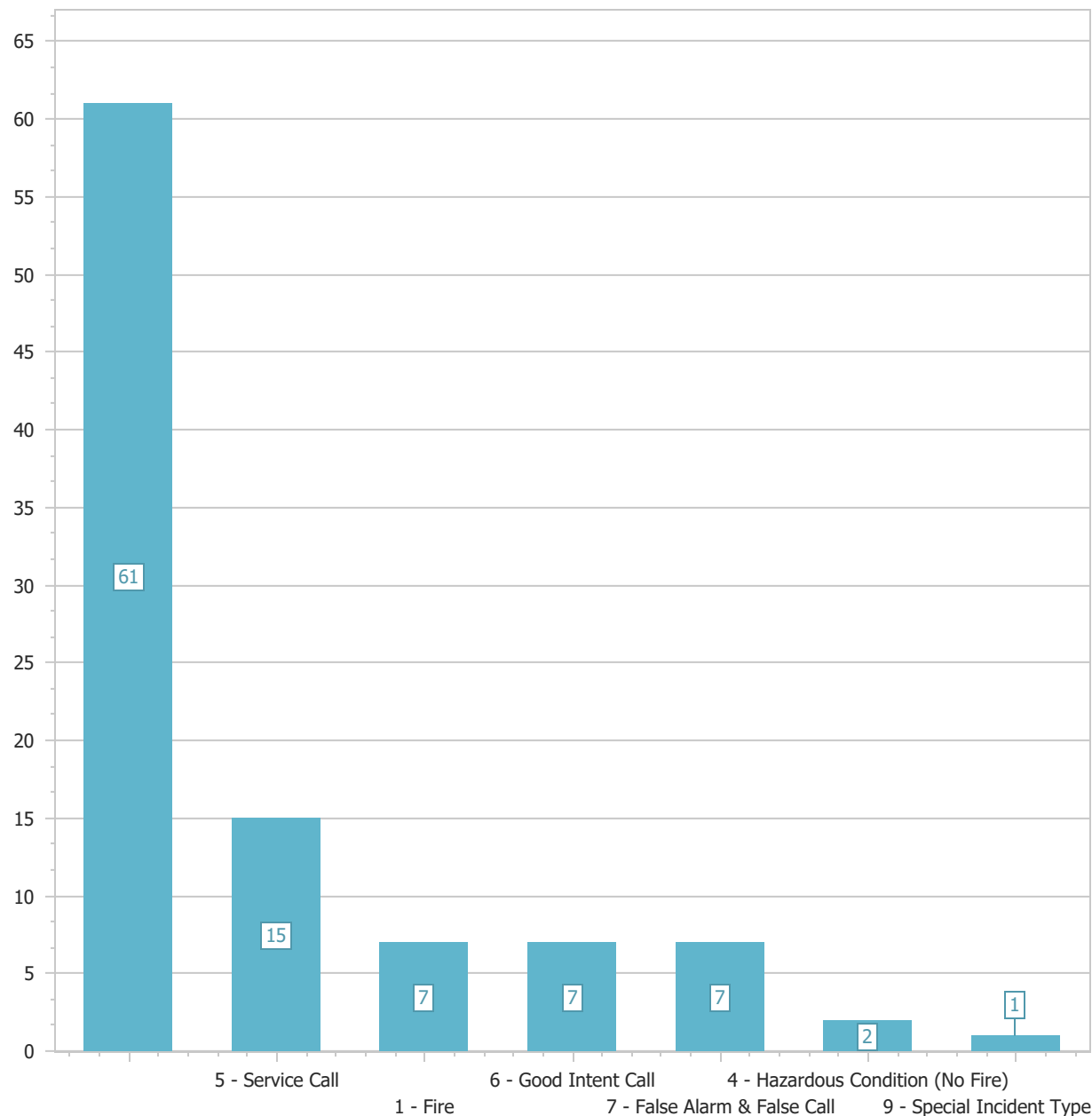


Emergency: Dial 911  
Station #1: 660-269-8705 Ext: 2035  
Fax: 600-263-0596  
Station #2: 660-263-4121

# City of Moberly Fire Department

310 N. Clark  
Moberly, MO 65270-1520

## Incident Reports by Incident Type Series, Detailed



**Incident Type:**

Incident #	Exp #	Alarm Date/Time	Address
2301011	0	9/30/2023 2:49:43 AM	800 SINNOCK, Moberly, MO 65270

**Total Incidents: 1****Incident Type:** 1 - Fire

Incident #	Exp #	Alarm Date/Time	Address
2300925	0	9/3/2023 12:16:24 AM	623 W CARPENTER ST, Moberly, MO 65270
2300934	0	9/6/2023 7:42:25 PM	492 Woodland AVE, Moberly, MO 65270
2300948	0	9/9/2023 7:02:49 PM	308 E Burkhart ST, Moberly, MO 65270
2300949	0	9/9/2023 8:13:10 PM	308 S Morley ST, Moberly, MO 65270
2300973	0	9/21/2023 3:21:01 AM	517 W Reed ST, Moberly, MO 65270
2300981	0	9/22/2023 3:25:21 PM	2200 E Outer RD, Moberly, MO 65270
2300991	0	9/25/2023 2:35:11 PM	123 Elizabeth S, Moberly, MO 65270

**Total Incidents: 7****Incident Type:** 3 - Rescue & Emergency Medical Service Incident

Incident #	Exp #	Alarm Date/Time	Address
2300915	0	9/1/2023 11:25:59 AM	1303 E 24 HWY, Moberly, MO 65270
2300917	0	9/1/2023 2:55:39 PM	906 W Myra ST, Moberly, MO 65270
2300918	0	9/1/2023 9:49:21 PM	1623 S Williams ST, Moberly, MO 65270
2300920	0	9/2/2023 1:08:22 AM	1007 Buchanan ST W, Moberly, MO 65270
2300919	0	9/2/2023 1:13:37 AM	533 Farror ST, Moberly, MO 65270
2300921	0	9/2/2023 2:02:46 PM	482 E ROLLINS ST, Moberly, MO 65270
2300922	0	9/2/2023 2:27:41 PM	530 N MOULTON ST, Moberly, MO 65270

2300923	0	9/2/2023 4:21:48 PM	106 N CLARK ST, Moberly, MO 65270
2300924	0	9/2/2023 7:07:44 PM	623 S AULT ST, Moberly, MO 65270
2300927	0	9/3/2023 1:08:15 PM	205 FARROR ST #410, Moberly, MO 65270
2300929	0	9/4/2023 6:33:10 PM	1501 N MORLEY, Moberly, MO 65270
2300930	0	9/5/2023 10:14:00 AM	1110 Marmaduke CT, Moberly, MO 65270
2300932	0	9/6/2023 3:57:02 AM	492 Woodland AVE, Moberly, MO 65270
2300935	0	9/7/2023 1:55:05 PM	2560 KRONER, Moberly, MO 65270
2300936	0	9/7/2023 3:46:06 PM	101 College AVE, Moberly, MO 65270
2300937	0	9/7/2023 5:03:21 PM	307 S Williams ST, Moberly, MO 65270
2300938	0	9/7/2023 7:00:44 PM	618 BERTLEY, Moberly, MO 65270
2300940	0	9/7/2023 10:59:44 PM	618 BERTLEY, Moberly, MO 65270
2300941	0	9/8/2023 4:44:25 AM	634 Meadowbrook DR, MOBERLY, MO 65270
2300942	0	9/8/2023 5:49:22 AM	425 Tara Park W, Moberly, MO 65270
2300943	0	9/8/2023 10:45:26 AM	800 Sinnock AVE, Moberly, MO 65720
2300944	0	9/8/2023 12:31:58 PM	220 TAYLOR ST #100, Moberly, MO 65270
2300945	0	9/8/2023 7:31:35 PM	319 MOREHEAD ST, Moberly, MO 65270
2300947	0	9/9/2023 5:37:27 PM	419 Rothwell Park RD, Moberly, MO 65270
2300950	0	9/10/2023 8:04:15 PM	205 FARROR #411, Moberly, MO 65270
2300952	0	9/11/2023 1:50:12 PM	SIX MILE & Urbandale, Moberly, MO
2300961	0	9/16/2023 11:45:49 AM	307 S Williams ST, Moberly, MO 65270
2300962	0	9/16/2023 5:04:33 PM	517 EMERSON, Moberly, MO 65270
2300963	0	9/16/2023 5:06:09 PM	800 SINNOCK #27, Moberly, MO 65270
2300964	0	9/16/2023 11:38:41 PM	1206 Fisk AVE, Moberly, MO 65270

2300965	0	9/17/2023 12:20:34	1126 Fisk AVE W, Moberly, MO 65270 AM
2300966	0	9/18/2023 11:00:06	205 FARROR ST W #1008, Moberly, MO 65270 AM
2300968	0	9/19/2023 3:41:00	1813 Cedar Lake DR, Moberly, MO 65270 AM
2300970	0	9/20/2023 5:58:10	906 W Myra ST, Moberly, MO 65270 AM
2300971	0	9/20/2023 3:00:38	719 Franklin ST, Moberly, MO 65270 PM
2300972	0	9/20/2023 10:36:53	613 Adams ST, Moberly, MO 65270 PM
2300974	0	9/21/2023 9:41:40	220 Taylor ST #208, Moberly, MO 65270 AM
2300975	0	9/21/2023 10:34:04	205 Farror ST, Moberly, MO 65270 AM
2300976	0	9/21/2023 11:50:09	601 Franklin AVE, Moberly, MO 65270 AM
2300977	0	9/21/2023 12:30:58	320 W Coates ST, Moberly, MO 65270 PM
2300978	0	9/21/2023 6:56:10	920 KWIX RD, Moberly, MO 65270 PM
2300980	0	9/22/2023 6:10:57	326 S Morley ST, Moberly, MO 65270 AM
2300982	0	9/22/2023 6:25:09	2251 Silva LN #24, Moberly, MO 65270 PM
2300984	0	9/23/2023 5:00:41	1204 S Morley ST #3, Moberly, MO 65270 PM
2300986	0	9/23/2023 8:38:44	460 Woodland AVE, Moberly, MO 65270 PM
2300987	0	9/24/2023 2:37:50	208 S Tannehill ST, Moberly, MO 65270 AM
2300988	0	9/24/2023 7:10:57	623 S Ault ST, Moberly, MO 65270 PM
2300989	0	9/25/2023 11:00:13	713 Homestead DR, Moberly, MO 65270 AM
2300996	0	9/27/2023 3:22:16	W 24 HWY & W outter RD, Moberly, MO PM
2300997	0	9/27/2023 6:16:42	427 Tara Park W, Moberly, MO 65270 PM
2300999	0	9/28/2023 8:32:10	635 HOMESTEAD, Moberly, MO 65270 AM
2301000	0	9/28/2023 1:58:24	1330 Urbandale, Moberly, MO 65270 PM
2301001	0	9/28/2023 3:02:10	620 N Morley ST, Moberly, MO 65270 PM

2301002	0	9/28/2023 3:43:07 PM	404 FRANKLIN AVE, Moberly, MO 65270
2301003	0	9/28/2023 7:05:23 PM	301 TAYLOR, Moberly, MO 65270
2301004	0	9/29/2023 1:53:50 AM	1100 MORLEY, Moberly, MO 65270
2301008	0	9/29/2023 12:53:51 PM	2251 SILVA LN #24, Moberly, MO 65270
2301009	0	9/29/2023 7:15:29 PM	301 N Morley ST #B, Moberly, MO 65270
2301010	0	9/30/2023 12:04:41 AM	116 S Clark ST, Moberly, MO 65270
2301012	0	9/30/2023 7:27:45 AM	1831 Ravenwood DR, Moberly, MO 65270
2301015	0	9/30/2023 10:55:12 PM	460 WOODLAND, Moberly, MO 65270

**Total Incidents: 61**

**Incident Type:** 4 - Hazardous Condition (No Fire)

Incident #	Exp #	Alarm Date/Time	Address
2300928	0	9/3/2023 6:10:47 PM	1200 HIGHWAY 24, Moberly, MO 65270
2300985	0	9/23/2023 6:50:45 PM	1403 MORLEY, Moberly, MO 65270

**Total Incidents: 2**

**Incident Type:** 5 - Service Call

Incident #	Exp #	Alarm Date/Time	Address
2300916	0	9/1/2023 11:46:14 AM	463 E Burkhardt ST, Moberly, MO 65270
2300931	0	9/5/2023 1:00:00 PM	412 E Lee ST, Moberly, MO 65270
2300953	0	9/12/2023 10:00:00 AM	215 Union AVE, Moberly, MO 65270
2300957	0	9/14/2023 10:00:00 AM	1343 Lantern Pointe LOOP, Moberly, MO 65270
2300958	0	9/14/2023 2:00:00 PM	529 N Morley ST N, Moberly, MO 65270
2300959	0	9/15/2023 5:24:28 PM	W hwy 24 HWY & Sparks AVE, Moberly, MO
2300967	0	9/18/2023 1:00:00 PM	626 Taylor ST, Moberly, MO 65270

2300969	0	9/19/2023 7:57:20 PM	BERTLEY & Roberts ST, Moberly, MO
2300983	0	9/23/2023 9:30:00 AM	410 S Morley ST #2, Moberly, MO 65270
2300992	0	9/25/2023 3:00:00 PM	900 Bond ST W, Moberly, MO 65270
2300993	0	9/25/2023 3:30:00 PM	625 W Carpenter ST, Moberly, MO 65270
2301005	0	9/29/2023 9:00:00 AM	1000 Reed ST W, Moberly, MO 65270
2301006	0	9/29/2023 9:30:00 AM	24 Urbandale S, Moberly, MO 65270
2301007	0	9/29/2023 10:50:05 AM	518 N Burkholder N, Moberly, MO 65270
2301014	0	9/30/2023 7:30:48 PM	518 S Ault ST, Moberly, MO 65270

**Total Incidents: 15**

**Incident Type:** 6 - Good Intent Call

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2300946	0	9/8/2023 8:35:34 PM	1620 N MORLEY ST, Moberly, MO 65270
2300955	0	9/12/2023 8:26:01 PM	625 Madison AVE, Moberly, MO 65270
2300956	0	9/13/2023 2:44:34 PM	721 MORLEY, Moberly, MO 65270
2300979	0	9/21/2023 11:07:48 PM	800 Sinnock AVE, Moberly, MO 65270
2300990	0	9/25/2023 2:26:02 PM	1828 Ravenwood DR, Moberly, MO 65270
2300998	0	9/27/2023 7:38:51 PM	428 4TH ST, Moberly, MO 65270
2301013	0	9/30/2023 10:51:32 AM	517 S Ault ST, Moberly, MO 65270

**Total Incidents: 7**

**Incident Type:** 7 - False Alarm & False Call

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2300926	0	9/3/2023 3:07:33 AM	2041 SILVA LN, Moberly, MO 65270
2300939	0	9/7/2023 7:30:45 PM	1000 Shepherd Brothers BLVD, Moberly, MO 65270



2300951	0	9/11/2023 1:46:43 AM	100 mckeown, Moberly, MO 65270
2300954	0	9/12/2023 4:08:20 PM	1600 E Rollins ST, Moberly, MO 65270
2300960	0	9/15/2023 9:09:16 PM	100 mckeown PKY, Moberly, MO 65270
2300994	0	9/25/2023 8:21:23 PM	100 Mckeown PKY, Moberly, MO 65270
2300995	0	9/26/2023 12:32:09 PM	100 MCKEOWN PARKWAY, Moberly, MO 65270

**Total Incidents: 7**

**Incident Type:** 9 - Special Incident Type

Incident #	Exp #	Alarm Date/Time	Address
2300933	0	9/6/2023 5:42:46 AM	601 Adams ST, Moberly, MO 65270

**Total Incidents: 1**

**Total Number of Distict Incidents: 101**

**Total Number of Distict Incident Types: 28**

**Report Filter Settings**

**Report File Name:** Incident Reports by Incident Major Type, Detailed

**Filter Name:** Last Month

**Filter Expression:** [AlarmDateTime] is between '9/1/2023 12:00:00 AM' and '9/30/2023 11:59:59 PM'

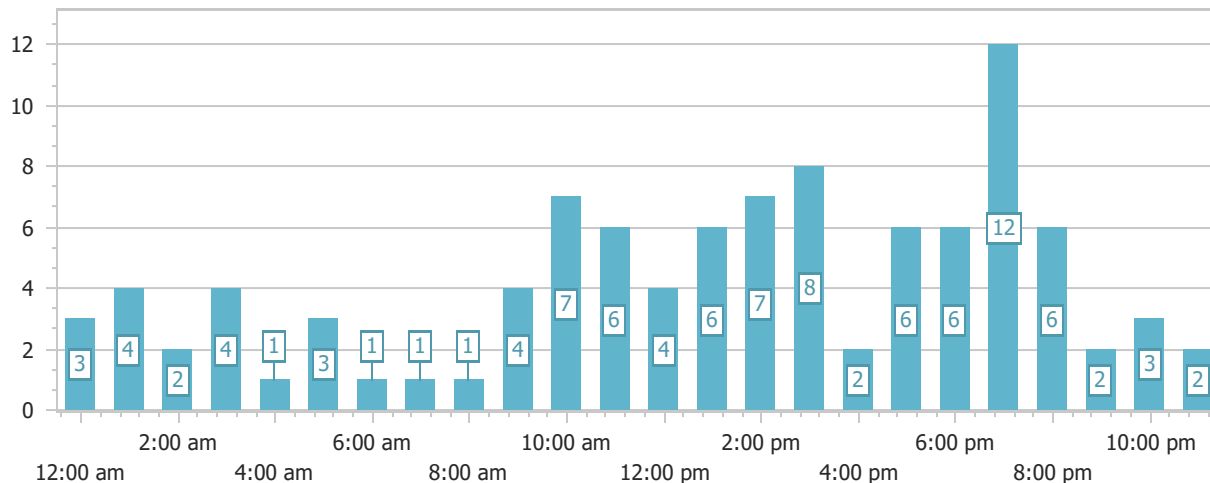


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports by Time of Day, Detailed



#### 12:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300925	0	9/3/2023	113 - Cooking fire, confined to container
2300965	0	9/17/2023	3112 - Lift Assistance
2301010	0	9/30/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 3

#### 1:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300920	0	9/2/2023	3112 - Lift Assistance
2300919	0	9/2/2023	321 - EMS call, excluding vehicle accident with injury
2300951	0	9/11/2023	733 - Smoke detector activation due to malfunction
2301004	0	9/29/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 4

#### 2:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300987	0	9/24/2023	3112 - Lift Assistance
2301011	0	9/30/2023	

**Total Number of Incidents:** 2

### 3:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300926	0	9/3/2023	735 - Alarm system sounded due to malfunction
2300932	0	9/6/2023	321 - EMS call, excluding vehicle accident with injury
2300968	0	9/19/2023	321 - EMS call, excluding vehicle accident with injury
2300973	0	9/21/2023	118 - Trash or rubbish fire, contained

**Total Number of Incidents:** 4

### 4:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300941	0	9/8/2023	3112 - Lift Assistance

**Total Number of Incidents:** 1

### 5:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300933	0	9/6/2023	911 - Citizen complaint
2300942	0	9/8/2023	321 - EMS call, excluding vehicle accident with injury
2300970	0	9/20/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 3

### 6:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300980	0	9/22/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 1

### 7:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301012	0	9/30/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 1

**8:00 am**

Incident #	Exp #	Alarm Date	Incident Type
2300999	0	9/28/2023	3112 - Lift Assistance

**Total Number of Incidents:** 1

**9:00 am**

Incident #	Exp #	Alarm Date	Incident Type
2300974	0	9/21/2023	321 - EMS call, excluding vehicle accident with injury
2300983	0	9/23/2023	554 - Assist invalid
2301005	0	9/29/2023	5001 - Gas Appliance Inspection
2301006	0	9/29/2023	5001 - Gas Appliance Inspection

**Total Number of Incidents:** 4

**10:00 am**

Incident #	Exp #	Alarm Date	Incident Type
2300930	0	9/5/2023	321 - EMS call, excluding vehicle accident with injury
2300943	0	9/8/2023	3112 - Lift Assistance
2300953	0	9/12/2023	5001 - Gas Appliance Inspection
2300957	0	9/14/2023	5001 - Gas Appliance Inspection
2300975	0	9/21/2023	321 - EMS call, excluding vehicle accident with injury
2301007	0	9/29/2023	5001 - Gas Appliance Inspection
2301013	0	9/30/2023	611 - Dispatched & canceled en route

**Total Number of Incidents:** 7

**11:00 am**

Incident #	Exp #	Alarm Date	Incident Type
2300915	0	9/1/2023	321 - EMS call, excluding vehicle accident with injury

2300916	0	9/1/2023	5311 - Report of odor with nothing found
2300961	0	9/16/2023	321 - EMS call, excluding vehicle accident with injury
2300966	0	9/18/2023	3112 - Lift Assistance
2300976	0	9/21/2023	321 - EMS call, excluding vehicle accident with injury
2300989	0	9/25/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 6

**12:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300944	0	9/8/2023	321 - EMS call, excluding vehicle accident with injury
2300977	0	9/21/2023	321 - EMS call, excluding vehicle accident with injury
2300995	0	9/26/2023	735 - Alarm system sounded due to malfunction
2301008	0	9/29/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 4

**1:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300927	0	9/3/2023	311 - Medical assist, assist EMS crew
2300931	0	9/5/2023	5001 - Gas Appliance Inspection
2300935	0	9/7/2023	321 - EMS call, excluding vehicle accident with injury
2300952	0	9/11/2023	322 - Motor vehicle accident with injuries
2300967	0	9/18/2023	5001 - Gas Appliance Inspection
2301000	0	9/28/2023	3113 - Standby, No care provided

**Total Number of Incidents:** 6

**2:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300917	0	9/1/2023	3112 - Lift Assistance
2300921	0	9/2/2023	3112 - Lift Assistance
2300922	0	9/2/2023	321 - EMS call, excluding vehicle accident with injury
2300956	0	9/13/2023	661 - EMS call, party transported by non-fire agency

2300958	0	9/14/2023	5001 - Gas Appliance Inspection
2300990	0	9/25/2023	611 - Dispatched & canceled en route
2300991	0	9/25/2023	151 - Outside rubbish, trash or waste fire

**Total Number of Incidents:** 7

### 3:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300936	0	9/7/2023	321 - EMS call, excluding vehicle accident with injury
2300971	0	9/20/2023	321 - EMS call, excluding vehicle accident with injury
2300981	0	9/22/2023	118 - Trash or rubbish fire, contained
2300992	0	9/25/2023	5001 - Gas Appliance Inspection
2300993	0	9/25/2023	5001 - Gas Appliance Inspection
2300996	0	9/27/2023	324 - Motor vehicle accident with no injuries.
2301001	0	9/28/2023	322 - Motor vehicle accident with injuries
2301002	0	9/28/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 8

### 4:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300923	0	9/2/2023	321 - EMS call, excluding vehicle accident with injury
2300954	0	9/12/2023	745 - Alarm system activation, no fire - unintentional

**Total Number of Incidents:** 2

### 5:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300937	0	9/7/2023	321 - EMS call, excluding vehicle accident with injury
2300947	0	9/9/2023	381 - Rescue or EMS standby
2300959	0	9/15/2023	551 - Assist police or other governmental agency
2300962	0	9/16/2023	3113 - Standby, No care provided
2300963	0	9/16/2023	3113 - Standby, No care provided
2300984	0	9/23/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 6

**6:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300928	0	9/3/2023	461 - Building or structure weakened or collapsed
2300929	0	9/4/2023	322 - Motor vehicle accident with injuries
2300978	0	9/21/2023	321 - EMS call, excluding vehicle accident with injury
2300982	0	9/22/2023	3112 - Lift Assistance
2300985	0	9/23/2023	445 - Arcing, shorted electrical equipment
2300997	0	9/27/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 6

**7:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300924	0	9/2/2023	321 - EMS call, excluding vehicle accident with injury
2300934	0	9/6/2023	151 - Outside rubbish, trash or waste fire
2300938	0	9/7/2023	3113 - Standby, No care provided
2300939	0	9/7/2023	735 - Alarm system sounded due to malfunction
2300945	0	9/8/2023	321 - EMS call, excluding vehicle accident with injury
2300948	0	9/9/2023	1512 - Building Materials/ Demo Mat. Fire
2300969	0	9/19/2023	553 - Public service
2300988	0	9/24/2023	321 - EMS call, excluding vehicle accident with injury
2300998	0	9/27/2023	611 - Dispatched & canceled en route
2301003	0	9/28/2023	321 - EMS call, excluding vehicle accident with injury
2301009	0	9/29/2023	324 - Motor vehicle accident with no injuries.
2301014	0	9/30/2023	551 - Assist police or other governmental agency

**Total Number of Incidents:** 12

**8:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300946	0	9/8/2023	611 - Dispatched & canceled en route
2300949	0	9/9/2023	142 - Brush or brush-and-grass mixture fire



2300950	0	9/10/2023	321 - EMS call, excluding vehicle accident with injury
2300955	0	9/12/2023	600 - Good intent call, other
2300986	0	9/23/2023	321 - EMS call, excluding vehicle accident with injury
2300994	0	9/25/2023	733 - Smoke detector activation due to malfunction

**Total Number of Incidents:** 6

**9:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300918	0	9/1/2023	321 - EMS call, excluding vehicle accident with injury
2300960	0	9/15/2023	736 - CO detector activation due to malfunction

**Total Number of Incidents:** 2

**10:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300940	0	9/7/2023	321 - EMS call, excluding vehicle accident with injury
2300972	0	9/20/2023	321 - EMS call, excluding vehicle accident with injury
2301015	0	9/30/2023	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 3

**11:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2300964	0	9/16/2023	321 - EMS call, excluding vehicle accident with injury
2300979	0	9/21/2023	611 - Dispatched & canceled en route

**Total Number of Incidents:** 2

**Report Filter Settings**

**Report Name:** Incident Reports by Time of Day, Detailed

**Filter Name:** last month

**Filter Expression:** [AlarmDateTime] is between '9/1/2023 12:00:00 AM' and '9/30/2023 11:59:59 PM'



Emergency: Dial 911  
Station #1: 660-269-8705 Ext: 2035  
Fax: 600-263-0596  
Station #2: 660-263-4121

## *City of Moberly Fire Department*

310 N. Clark  
Moberly, MO 65270-1520

### **Incident Reports by Apparatus, Summary**

<b>Apparatus:</b>	<b>Total Number of Incidents Responded to:</b>
301 Command Ford F250	61
302 - 2014 Saber	49
303- 2022 Commander	62

**Total Number of Incidents: 100**

**Report Filter Settings**

**Report Name:** Incident Reports by Apparatus, Summary

**Filter Name:** Last Month

**Filter Expression:** [AlarmDateTime] is between '9/1/2023 12:00:00 AM' and '9/30/2023 11:59:59 PM'



Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Department Log Hours and Points, Detailed

#### Ballow, Bobby, W

		Time at Activity	Hours Paid	Points
<b>Start Time:</b> 9/28/2023 8:00:00 AM	<b>Activity:</b>	06:00	6	
<b>Log Type:</b> Training	<b>Entry Text:</b> Engineers promotion testing, hose techniques, pumping			
<b>Start Time:</b> 9/19/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Fire Behavior Fire Attack Tactics			
<b>Start Time:</b> 9/13/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Hose and Nozzle training Advanced hose training Hose deployment training			
<b>Total Hours and Points:</b>		<b>14:00</b>	<b>6</b>	<b>8</b>

#### Boeding, Matthew

		Time at Activity	Hours Paid	Points
<b>Start Time:</b> 9/28/2023 8:00:00 AM	<b>Activity:</b>	06:00	6	
<b>Log Type:</b> Training	<b>Entry Text:</b> Engineers promotion testing, hose techniques, pumping			
<b>Start Time:</b> 9/19/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Fire Behavior Fire Attack Tactics			
<b>Start Time:</b> 9/7/2023 8:00:00 AM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Trained at a Vacant Building Search and			

Rescue, Breach Walls,  
Ventilation, Force Door,  
Ladder Training

**Total Hours and Points: 14:00 6 8**

### Brockman, Stacy, D

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/28/2023 8:00:00 AM	<b>Activity:</b>	06:00	6	
<b>Log Type:</b> Training	<b>Entry Text:</b> Engineers promotion testing, hose techniques, pumping			
<b>Start Time:</b> 9/19/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Fire Behavior Fire Attack Tactics			
<b>Start Time:</b> 9/13/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Hose and Nozzle training Advanced hose training Hose deployment training			
<b>Start Time:</b> 9/7/2023 8:00:00 AM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Trained at a Vacant Building Search and Rescue, Breach Walls, Ventilation, Force Door, Ladder Training			
<b>Total Hours and Points:</b>		<b>18:00</b>	<b>6</b>	<b>12</b>

### Brown, Killian

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/28/2023 8:00:00 AM	<b>Activity:</b>	06:00	6	
<b>Log Type:</b> Training	<b>Entry Text:</b> Engineers promotion testing, hose techniques, pumping			
<b>Start Time:</b> 9/19/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Fire Behavior Fire Attack Tactics			

**Start Time:** 9/13/2023 1:00:00 PM **Activity:** 04:00 4

**Log Type:** Training **Entry Text:** Hose and Nozzle  
trainingAdvanced hose  
training Hose deployment  
training

**Start Time:** 9/7/2023 8:00:00 AM **Activity:** 04:00 4

**Log Type:** Training **Entry Text:** Trained at a Vacant  
BuildingSearch and  
Rescue, Breach Walls,  
Ventilation, Force Door,  
Ladder Training

**Start Time:** 9/6/2023 1:00:00 PM **Activity:** 04:00

**Log Type:** Training **Entry Text:** Fire PumpHose  
AdvancmentGear Drills

**Total Hours and Points:** 22:00 6 12

### Brown, Wayne

	Time at Activity	Hours Paid	Points
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**Start Time:** 9/27/2023 1:00:00 PM **Activity:** 04:00 4

**Log Type:** Training **Entry Text:** Shift training Ems  
calls/awarness

**Start Time:** 9/12/2023 1:00:00 PM **Activity:** 04:00

**Log Type:** Training **Entry Text:** Shift training Ems reports  
and skills

**Total Hours and Points:** 08:00 0 4

### Cody, Mark A

	Time at Activity	Hours Paid	Points
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**Start Time:** 9/27/2023 1:00:00 PM **Activity:** 04:00 0

**Log Type:** Training **Entry Text:** Shift training Ems  
calls/awarness

**Start Time:** 9/12/2023 1:00:00 PM **Activity:** 04:00

**Log Type:** Training **Entry Text:** Shift training Ems reports  
and skills

**Start Time:** 9/6/2023 1:00:00 PM **Activity:** 04:00 4

**Log Type:** Training**Entry Text:** Fire PumpHose  
AdvancmentGear Drills**Total Hours and Points:** 12:00 0 4**Dutton II, Kenneth Ross**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/19/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Fire Behavior Fire Attack Tactics			
<b>Start Time:</b> 9/13/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Hose and Nozzle trainingAdavanced hose training Hose deployment trainng			
<b>Start Time:</b> 9/7/2023 8:00:00 AM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Trained at a Vacant BuildingSearch and Rescue, Breach Walls, Ventilation, Force Door, Ladder Training			
<b>Total Hours and Points:</b>		<b>12:00</b>	<b>0</b>	<b>12</b>

**Keel, Ivan**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/13/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Hose and Nozzle trainingAdavanced hose training Hose deployment trainng			
<b>Start Time:</b> 9/7/2023 8:00:00 AM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Trained at a Vacant BuildingSearch and Rescue, Breach Walls, Ventilation, Force Door, Ladder Training			
<b>Total Hours and Points:</b>		<b>08:00</b>	<b>0</b>	<b>8</b>



**Lamar, Manlee**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/27/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Shift training Ems calls/awarness			
<b>Start Time:</b> 9/12/2023 1:00:00 PM	<b>Activity:</b>	04:00		
<b>Log Type:</b> Training	<b>Entry Text:</b> Shift training Ems reports and skills			
<b>Start Time:</b> 9/6/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Fire PumpHose AdvancmentGear Drills			
<b>Total Hours and Points:</b>		<b>12:00</b>	<b>0</b>	<b>8</b>

**McCawley, Justus**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/27/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Shift training Ems calls/awarness			
<b>Start Time:</b> 9/12/2023 1:00:00 PM	<b>Activity:</b>	04:00		
<b>Log Type:</b> Training	<b>Entry Text:</b> Shift training Ems reports and skills			
<b>Start Time:</b> 9/6/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Fire PumpHose AdvancmentGear Drills			
<b>Total Hours and Points:</b>		<b>12:00</b>	<b>0</b>	<b>8</b>

**McGee, Dusty**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/6/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Fire PumpHose AdvancmentGear Drills			
<b>Total Hours and Points:</b>		<b>04:00</b>	<b>0</b>	<b>4</b>

**Price, Darren**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/28/2023 8:00:00 AM	<b>Activity:</b>	06:00	6	
<b>Log Type:</b> Training	<b>Entry Text:</b> Engineers promotion testing, hose techniques, pumping			
<b>Total Hours and Points:</b>		<b>06:00</b>	<b>6</b>	<b>0</b>

**Reinhart, Joey**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/28/2023 8:00:00 AM	<b>Activity:</b>	06:00	6	
<b>Log Type:</b> Training	<b>Entry Text:</b> Engineers promotion testing, hose techniques, pumping			
<b>Total Hours and Points:</b>		<b>06:00</b>	<b>6</b>	<b>0</b>

**Rhoades, Lawrence**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/28/2023 8:00:00 AM	<b>Activity:</b>	06:00	6	
<b>Log Type:</b> Training	<b>Entry Text:</b> Engineers promotion testing, hose techniques, pumping			
<b>Start Time:</b> 9/27/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Shift training Ems calls/awarness			
<b>Start Time:</b> 9/12/2023 1:00:00 PM	<b>Activity:</b>	04:00		
<b>Log Type:</b> Training	<b>Entry Text:</b> Shift training Ems reports and skills			
<b>Start Time:</b> 9/6/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Fire PumpHose AdvancmentGear Drills			
<b>Total Hours and Points:</b>		<b>18:00</b>	<b>6</b>	<b>8</b>

**Stone, Slater**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/28/2023 8:00:00 AM	<b>Activity:</b>	06:00	6	
<b>Log Type:</b> Training	<b>Entry Text:</b> Engineers promotion testing, hose techniques, pumping			
<b>Start Time:</b> 9/19/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Fire Behavior Fire Attack Tactics			
<b>Start Time:</b> 9/13/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Hose and Nozzle training Advanced hose training Hose deployment training			
<b>Start Time:</b> 9/7/2023 8:00:00 AM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Trained at a Vacant Building Search and Rescue, Breach Walls, Ventilation, Force Door, Ladder Training			
<b>Total Hours and Points:</b>		<b>18:00</b>	<b>6</b>	<b>12</b>

**Sunderland, Daniel J**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/28/2023 8:00:00 AM	<b>Activity:</b>	06:00	6	
<b>Log Type:</b> Training	<b>Entry Text:</b> Engineers promotion testing, hose techniques, pumping			
<b>Start Time:</b> 9/27/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Shift training Ems calls/awareness			
<b>Start Time:</b> 9/12/2023 1:00:00 PM	<b>Activity:</b>	04:00		
<b>Log Type:</b> Training	<b>Entry Text:</b> Shift training Ems reports and skills			
<b>Start Time:</b> 9/6/2023 1:00:00 PM	<b>Activity:</b>	04:00		4

**Log Type:** Training**Entry Text:** Fire PumpHose  
AdvancmentGear Drills**Total Hours and Points:** 18:00 6 8**Tompson, Ron**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/27/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Shift training Ems calls/awarness			
<b>Start Time:</b> 9/12/2023 1:00:00 PM	<b>Activity:</b>	04:00		
<b>Log Type:</b> Training	<b>Entry Text:</b> Shift training Ems reports and skills			
<b>Total Hours and Points:</b>		<b>08:00</b>	<b>0</b>	<b>4</b>

**Wolverton, Charles B**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 9/28/2023 8:00:00 AM	<b>Activity:</b>	06:00	6	
<b>Log Type:</b> Training	<b>Entry Text:</b> Engineers promotion testing, hose techniques, pumping			
<b>Start Time:</b> 9/19/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Fire Behavior Fire Attack Tactics			
<b>Start Time:</b> 9/13/2023 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Hose and Nozzle trainingAdavanced hose training Hose deployment training			
<b>Start Time:</b> 9/7/2023 8:00:00 AM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Trained at a Vacant BuildingSearch and Rescue, Breach Walls, Ventilation, Force Door, Ladder Training			
<b>Total Hours and Points:</b>		<b>18:00</b>	<b>6</b>	<b>12</b>

**Grand Total Hours and Points: 9 Days, 12: 60 132**

**Report Filter Settings**

**Report Name:** Department Log Hours and Points, Detailed  
**Filter Name:** Last Month's Training  
**Filter Expression:** ([StartTime] is between '9/1/2023 12:00:00 AM' and '9/30/2023 11:59:59 PM') And ([LogTypeID] equals 'Training')



Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

31  
 Moberly, MO 65202

### Hydrant Flow Tests by Hydrant Number

#### Hydrant Number: 1W310

**Location:** N. Morley St. (@Hwy 24), Moberly, MO 65270 **Color:** Orange  
**District:** WARD ONE **Township:** **Year:**  
**Next Test Date:** 09/24/2024 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/25/2023		1761	1336	50	30	35

#### Hydrant Number: 1W311

**Location:** Morley St N / Moose Lodge, Moberly, MO 65270 **Color:** Orange  
**District:** WARD ONE **Township:** **Year:**  
**Next Test Date:** 09/24/2024 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/25/2023		1761	1336	50	30	35

#### Hydrant Number: 1W312

**Location:** Fowler behind Westlakes, Moberly, MO 65270 **Color:** Orange  
**District:** WARD ONE **Township:** **Year:**  
**Next Test Date:** 09/24/2024 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/25/2023		1902	1443	50	35	35

#### Hydrant Number: 1W313

**Location:** Fowler RD / W side Dollar Gene, Moberly, MO 65270 **Color:** Green  
**District:** WARD FOUR **Township:** **Year:**  
**Next Test Date:** 09/24/2024 **Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/25/2023		1507	1144	50	30	30

**Hydrant Number: 1W314**

**Location:** Morley St N / at Heartland, Moberly, MO 65270 **Color:** Orange  
**District:** WARD ONE **Township:** **Year:**  
**Next Test Date:** 09/24/2024 **Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/25/2023		1507	1144	50	30	30

**Hydrant Number: 1w315**

**Location:** Morley N / Street Barn, Moberly, MO 65270 **Color:** Orange  
**District:** WARD ONE **Township:** **Year:**  
**Next Test Date:** 09/24/2024 **Make:**

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/25/2023		1507	1144	50	30	30

**Hydrant Number: 1W315A**

**Location:** Morley St N / 5 & Drive, Moberly, MO 65270 **Color:** Red  
**District:** WARD ONE **Township:** **Year:**  
**Next Test Date:** 09/24/2024 **Make:**

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/25/2023		3903	2962	50	45	45

**Hydrant Number: 1W315AA**

**Location:** 3000 N Morley ST, Moberly, MO 65270 **Color:** Orange  
**District:** WARD ONE **Township:** **Year:**  
**Next Test Date:** 09/24/2024 **Make:**

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/25/2023		2531	1921	50	40	40



**Hydrant Number: 1W316****Location:** Silva Ln / W end of Americana, Moberly, MO 65270**Color:** Rec**District:** WARD ONE**Township:****Year:****Next Test Date:** 09/24/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/25/2023		2531	1921	50	40	40

**Hydrant Number: 1w317****Location:** Silva Lane / Americana parking, Moberly, MO 65270**Color:** Rec**District:** WARD ONE**Township:****Year:****Next Test Date:** 09/24/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/25/2023		2367	1797	50	35	40

**Hydrant Number: 1W318****Location:** Silva Ln / Across from Rehab C, Moberly, MO 65270**Color:** Gre**District:** WARD ONE**Township:****Year:****Next Test Date:** 09/24/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/25/2023		2367	1797	50	35	40

**Hydrant Number: 1W319****Location:** Silva Ln / At Moberly apartmen 65270**Color:** Ora**District:****Township:****Year:****Next Test Date:** 09/24/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/25/2023		643	488	50	10	15

**Hydrant Number: 3w222****Location:** 1325 Heritage--1st plug S, Moberly, MO**Color:** Ora

**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/12/2024**Make:** Mu**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/13/2023		1220	980	60	25	30

**Hydrant Number: 3w223****Location:** 1237 Conestoga--1st plug S, Moberly, MO**Color:** Ora**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/12/2024**Make:** Mu**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/13/2023		1220	980	60	25	30

**Hydrant Number: 3W224****Location:** 1331 Conestoga--2nd plug S, Moberly, MO**Color:** Ora**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/12/2024**Make:** Mu**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/13/2023		1354	1160	80	35	35

**Hydrant Number: 3w225****Location:** Conestoga--bottom of hill, Moberly, MO**Color:** Ora**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/12/2024**Make:** Mu**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/13/2023		1496	1294	85	40	40

**Hydrant Number: 3W226****Location:** Conestoga, Moberly, MO**Color:** Ora**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/11/2024**Make:** Mu**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
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Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Residual Pressure
09/12/2023		1173	919	55	30	20

**Hydrant Number: 3W227**

**Location:** 1448 Conestoga--west end, Moberly, MO **Color:** Orange  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/11/2024 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/12/2023		958	750	55	20	20

**Hydrant Number: 3W228**

**Location:** 1466 Trails End--south end, Moberly, MO **Color:** Orange  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/11/2024 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/12/2023		1041	816	55	20	25

**Hydrant Number: 3w229**

**Location:** Homestead--800 blk, Moberly, MO **Color:** Orange  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/11/2024 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/12/2023		1284	1006	55	25	30

**Hydrant Number: 3w230**

**Location:** Timberline, Moberly, MO **Color:** Green  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/11/2024 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/12/2023		1220	980	60	25	30

**Hydrant Number: 3w231**

**Location:** 1161 Oxbow at end, Moberly, MO **Color:** Orange  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/11/2024 **Make:** Mueller

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/12/2023		1343	1120	70	35	30

**Hydrant Number: 3w232**

**Location:** 1021 Timberline--1st plug S of oxbo, Moberly, MO **Color:** Orange  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/11/2024 **Make:** Mueller

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/12/2023		1122	902	60	25	25

**Hydrant Number: 3w233**

**Location:** 1121 Timberline--2nd plug S, Moberly, MO **Color:** Orange  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/11/2024 **Make:** Mueller

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/12/2023		643	488	50	10	15

**Hydrant Number: 3w234**

**Location:** 1235 Timberline--last plug, Moberly, MO **Color:** Orange  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/12/2024 **Make:** Mueller

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/13/2023		599	506	75	10	15

**Hydrant Number: 3w234A**

**Location:** 1216 Shepherds DR, Moberly, MO **Color:** Orange

**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/12/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/13/2023		3476	2531	45	40	40

**Hydrant Number: 3w234B****Location:** 1238 Shepherds DR, Moberly, MO**Color:** Ora**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/12/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/13/2023		3252	2367	45	35	40

**Hydrant Number: 3w235****Location:** 1200 Williams S.---at curve, Moberly, MO**Color:** Gre**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/12/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/13/2023		3476	2531	45	40	40

**Hydrant Number: 3W235A****Location:** 1216 Shepherds DR, Moberly, MO**Color:** Rec**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/12/2024**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/13/2023		2236	1628	45	35	35

**Hydrant Number: 3W235B****Location:** 1238 Shepherds DR, Moberly, MO**Color:** Ora**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/12/2024**Make:** Am

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/13/2023		2236	1628	45	35	35

**Hydrant Number: 3w236**

**Location:** Williams S.--N. of pig n bun, Moberly, MO **Color:** Ora  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/12/2024 **Make:** Mu

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/13/2023		2236	1628	45	35	35

**Hydrant Number: 3W236A**

**Location:** Lantern's PT & S Williams ST **Color:** Gre  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/12/2024 **Make:**

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/13/2023		2236	1628	45	35	35

**Hydrant Number: 3w237**

**Location:** Williams S. **Color:** Ora  
**District:** **Township:** **Year:**  
**Next Test Date:** 09/12/2024 **Make:** Mu

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/13/2023		2236	1628	45	35	35

**Hydrant Number: 3w238**

**Location:** Williams S.---1500 blk, Moberly, MO **Color:** Gre  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/14/2024 **Make:** Mu

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/15/2023		2033	1543	50	40	35

**Hydrant Number: 3w239**

**Location:** 1601 Williams S., Moberly, MO **Color:** Orange  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/14/2024 **Make:** Mueller

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/15/2023		1245	945	50	15	35

**Hydrant Number: 3w240**

**Location:** Williams S. & Vincent TER **Color:** Green  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/14/2024 **Make:** Mueller

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/15/2023		1438	1091	50	20	35

**Hydrant Number: 3w241**

**Location:** Williams S. & Urbandale **Color:** Green  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/14/2024 **Make:** Mueller

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/15/2023		1066	809	50	15	30

**Hydrant Number: 3w242**

**Location:** 1731 Louisa, Moberly, MO **Color:** Green  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/14/2024 **Make:** Mueller

**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/15/2023		1231	934	50	20	30

**Hydrant Number: 3w243**

**Location:** 516 W Urbandale DR, Moberly, MO **Color:** Blue

**District:** WARD 3**Township:****Year:****Next Test Date:** 09/14/2024**Make:** Mu**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/15/2023		893	650	45	15	20

**Hydrant Number: 3W244****Location:** Urbandale Dr 516 & 6 Mile LN**Color:** Ora**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/14/2024**Make:** Mu**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/15/2023		1231	934	50	20	30

**Hydrant Number: 3W245****Location:** Urbandale DR--DR Conley 601, Moberly, MO**Color:** Rec**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/14/2024**Make:** Mu**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/15/2023		2033	1543	50	40	35

**Hydrant Number: 3W246****Location:** Wabash Avenue, Moberly, MO**Color:** Ora**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/14/2024**Make:** Mu**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
09/15/2023		1066	809	50	15	30

**Hydrant Number: 3W247****Location:** 1814 Wabash AVE, Moberly, MO**Color:** Ora**District:** WARD THREE**Township:****Year:****Next Test Date:** 09/14/2024**Make:** Mu**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
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Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Residual Pressure
09/15/2023		1438	1091	50	20	35

#### Hydrant Number: 3W248

**Location:** 1905 Wabash AVE, Moberly, MO **Color:** Orange  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/14/2024 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/15/2023		1376	1044	50	25	30

#### Hydrant Number: 3W249

**Location:** Wabash AVE, Moberly, MO **Color:** Orange  
**District:** WARD THREE **Township:** **Year:**  
**Next Test Date:** 09/14/2024 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/15/2023		1300	946	45	25	25

#### Hydrant Number: 3W250

**Location:** 1811 Six Mile Lane, Moberly, MO **Color:** Green  
**District:** **Township:** **Year:**  
**Next Test Date:** 09/14/2024 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure
Test Date	Test Purpose					
09/15/2023		1376	1044	50	25	30

#### Report Filter Settings

**Report Name:** Hydrant Flow Tests by Test Date  
**Filter Name:** Last Month  
**Filter Expression:** [TestDate] is between '9/1/2023 12:00:00 AM' and '9/30/2023 11:59:59 PM'

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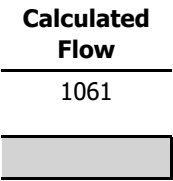
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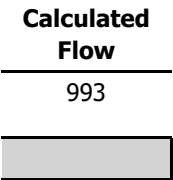
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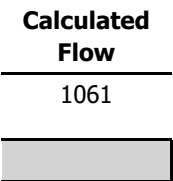




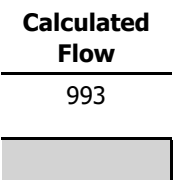
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Director Of Utilities Monthly Report  
**September 2023** *(Presented At The October 16 City Council Meeting)*

**Director's Summary**

The timeline for the remaining 2 EDA projects that have not been advertised is pointing towards project award in the 4<sup>th</sup> quarter of 2023, and construction on each to be underway perhaps prior to the end of 2023. Other projects underway are the Stormwater 319 Grant Application development along with the Stormwater Master Plan.

**Project Tracking**

Sparks Avenue Sewer:

- Construction permit requested. Plans under review for that permit.
- Engineer consultant has scheduled the project for advertisement during 3<sup>rd</sup> quarter of 2023.

Northwest Regional Lift Station:

- Design phase underway.
- Easements needed for piping routes. Mapping of those easements to begin soon.

Route JJ:

- Moberly working to obtain easements. 2/48 outstanding easements remain.
- Jacobs to prepare an application for a construction permit.
- RIG (Regionalization Grant) amount increase applied for.

**EDA Infrastructure Grant Projects:** Project update meetings are held bi-weekly with Jacobs Engineering to track progress and make sure items are addressed in a timely manner. Each project has a 180 day construction timeline. The stormwater project for the Industrial Park is a Howe Company project. The six (6) projects included and the status of each:

Morley Street Pump Station:

- The contract has been awarded.

N. Morley Water Main:

- The contract has been awarded.

Downtown Sewer Rehab:

- Project has been restructured as one contract for completion of cleaning, inspection and rehabilitation to consolidate the effort with one full service contractor, and to better able to control total project costs.
- Advertisement for bids anticipated in November 2023.

### Downtown CSO Storage Facility:

- Bid advertisement underway.
- Construction start date TBD.

### Industrial Park Stormwater – (Howe Company project)

- Construction completed. Only final closeout process remains.

### Dept. Summaries:

Drinking Water produced:	33.096 MG (1.068 MG/Day)
Drinking Water billed:	35.345 MG (1.178 MG/Day) \$239,545 (\$7,984/Day)
Wastewater Treated:	30.191 MG (1.006 MG/Day)
Wastewater Billed:	33.038 MG (1.101 MG/Day) \$321,547 (\$10,718/Day)
Wastewater Discharge Combined Sewer Outfalls:	1.531 MG
Total September precipitation	0.56 inches

Monthly Water Production	32,809,296
Monthly Used by City Facilities	2,417,151
Accounted for During Water Leaks	1,326,504
System Flushing	92,797
Metered & Billed	27,696,582
YTD Avg Water Loss Monthly Avg	9.0%
*Flow #s are 12 month running average, Gallons	

### Water Billing Office

- 81 Landlord letters.
- 36 Deposit letters.
- 36 Emails to 8 Landlords.
- 124 meter technician work orders.
- Received 30 Waste Management calls or visits from customers.

### Distribution and Collection Department and Customer Service

- Repaired 12 water leaks.
- Replaced or removed 5 valves.
- Completed 201 Missouri One Call tickets for locating water and sewer lines.
- Staff investigated 7 sewer calls.
- 76 staff OT hours.
- Inspected 2,623 feet of sewer line.
- Jetted approximately 12,606 feet of sewer line. (Over 2 miles.)
- Sawed 0 feet of sewer lines to remove roots.



1. 09-02-23 Water main repair @ 1310 Quinn St. 10 customers without service. Estimated water loss 30,468 gallons. Repair was completed in 4.5 hours.
2. 09-06-23 Water main repair @ 904 E Logan St. 15 customers without service. Estimated water loss 8,672 gallons. Repair was completed in 9 hours.
3. 09-06-23 Water main repair @ 913 Timberline Rd. 0 customers without service. Estimated water loss 12,110 gallons. Repair was completed in 5 hours.
4. 09-06-23 Water service line repair @ 932 West Reed St. 1 customer with service for 2 hours. Estimated water loss 268 gallons. Repair was completed in 2.25 hours.
5. 09-11-23 Water main repair @ 1310 Quinn St. 10 customers without service for 5.5 hours. Estimated water loss 439,490 gallons. Repair was completed in 6.5 hours. This one was a planned replacement after the leak continued from 9-2-23 at the same location.
6. 09-13-23 Water service line replacement (lead line) @ 116 Wisdom St. 1 customer without service for 3 hours. Estimated water loss 2,246 gallons. Replacement was completed in 4 hours.
7. 09-14-23 Water service line replacement (lead line) @ 215 Tannehill St. 1 customer without service for .5 hour. Estimated water loss 2,995 gallons. Replacement was completed in 1.5 hours.
8. 09-20-23 Water main repair @ 1415 Hurley St (Filter Plant). 0 customers without service. Estimated water loss 79,290 gallons. Repair was completed in approximately 10 hours over two days.
9. 09-21-23 Water main repair @ 959 W Reed St. 10 customers without service. Estimated water loss 208,590 gallons. Repair was completed in 5.5 hours.
10. 09-22-23 Water main repair @ 515 Hagood St. 0 customers without service. Estimated water loss 105,840 gallons. Repair was completed in 1.5 hours.
11. 09-22-23 Water main repair @ 1415 Hurley St (Filter Plant). 0 customers without service. Estimated water loss 79,290 gallons. Repair was completed in approximately 5.5 hours over two days.
12. 09-27-23 Water main relocation @ 721 S Ault St. 14 customers without service for 9.75 hours. Estimated water loss 6291 gallons. Repair was completed in 12 hours.

*I'm going to try to include this breakdown, provided by Chris Bohm of the D&C team, in each monthly report moving forward.*

*Moberly has one future 2024 SRF project as follows: "will consist of water line replacements of 6" and 8" mains with Class 150 C-900 PVC pipe. Logan Street water main was identified as a priority project in a 2018 Water System Model Update and is in the City's Owner Supervised Program for water main construction. This project will include approximately 15,000 linear feet or roughly 3 miles (Moberly has over 50 miles of cast iron piping to be replaced out of 100 miles total, leaks are almost exclusively on cast iron mains.) of water main with associated fire hydrants, valves and pavement replacement following pipe installation. The cost for this project will be just over \$7,000,000." Moberly has an opportunity to receive funding that is in early days for the remaining 4 miles of 14" cast iron piping to be replaced.*

## Water Plant

- WTP staff completed 3,557 lab analyses.
- Analyzed 12 Colilert samples for total coliform.
- Tested raw water samples from the lake.
- Fixed a billing issue with Public Works over the asphalt paving that took place on the plant driveways and the road. Had it changed so the water plant would not be paying for the work that was done inside of the plant fence.
- Contacted Ressler about missing parts that were ordered for our flash mixer. They fixed the issue and had what we needed on the way.
- Collected an in house Iron bacteria test off the raw water line for our own purposes. Also collected and sent off a water sample so they could test for Diquat which DNR was requiring as part of a survey for pesticides in surface waters around the state.
- Ran DNR QA hardness test for wastewater.
- Collected DBP, TOC, and Bac-T samples and shipped them off.
- Had NEMO Electric come fix an outside light on the secondary building that was not turning off in the daylight hours. While he was here he looked at the lighting in the secondary that we were having problems with and determined we needed to replace a 3-way switch. He said he would come back and do it when he had the time.
- Repaired and got the secondary flash mixer installed to its location before start up. Flash mixer stopped working again so we contacted NEMO electric to come take a look. He was able to bypass a phase monitor until he could get one ordered and delivered which got the mixer working again. Matt had to reset the alarm at the Sparks booster station because of MacRak testing their fire suppression system without informing the department. This is common practice with many of our industrial customers.
- Noticed a 6" line failure that supplies the carbon silo, D&C was able to valve it down and start repairing the line, during this time we were not able to run carbon. That approximately 40' segment of 6" cast iron piping is now scheduled for replacement. D&C was able to finish their repair to the carbon line and cover up the hole in the street. Shortly after the repair we noticed a second break and called them again and they were able to come out and repair the second break on the line and fill the hole that was left in the road.
- Hydro Kinetics was at the plant to install some upgraded PLC equipment for our communication center as the old "smart sticks" were outdated and beginning to malfunction. While doing this the plant had to be run manually instead of in auto. This was a two day operation. We only had one high service pump issue that was due to a wiring error that was fixed.
- Updated disinfection and turbidity monthly report.

## Wastewater Treatment Facility

- Treated 30.191 MGM an average of 1.006 MGD.
- Transferred 1,432,158 gallons of sludge from the SBRs to the digesters.
- There was 48.56 DT of biosolids applied for the month.
- 0.56 inches of precipitation that fell over a 3-day period.
- Taylor CSO (outfall 002) did not discharge for the month of September.
- Rollins CSO (outfall 003) discharged 1.531 MGD for the month of September.
- Seven Bridges CSO (outfall 004) did not discharge for the month of September.
- Holman Rd CSO (outfall 005) did not discharge for the month of September.
- Grease has been noticed at the wastewater plant more frequently. Pro Pumping has been removing grease from the wet well at Morley Pumpstation on a weekly basis. Floats in the

Morley PS have not been working properly due to high grease amounts in the wet well. A total of 12,500 gallons were removed in September.

- Both the annual Long Term Control Plan and Nine Minimum Controls Plan was submitted to DNR.
- Maintenance was done on sludge holding basin #1 to the decant line.
- Bioxide tanks were cleaned before filling. This task is done annually as a preventive maintenance measure.
- Gaskets were replaced on the SBR diffuser airlines.
- Mixers in the SBRs were greased.
- Fall bush hogging around the CSO basins was done.
- Pump #1 was pulled from the Omar Bradley pumpstation. The pump needs to be replaced. A replacement pump is on order.
- Spot seeding was done on the land application fields.
- The Chronic WET test was collected. This test was scheduled to be done the 4<sup>th</sup> year of the permit cycle set by DNR.
- The Annual Expanded Effluent Testing requirement was completed.
- WWTP staff assisted Parks and Rec with maintenance work on the splash pad.

## **Water Quality Coordinator**

### **Household Hazardous Waste**

- Accepted 774.5 lbs hazardous waste into the Household Hazardous Waste Facility.
- Stabilized and disposed of 426.4 lbs non-reusable materials.
- Distributed 782.25 lbs of recycled material to Moberly residents for reuse.
- Managed Open Household Hazardous Waste Day on September 9<sup>th</sup>.
- Cleaned and organized Household Hazardous Waste Facility.

### **Public Education and Involvement**

- Hosted educational booth about 319 Grant project at Junk Junction.
- Advertised upcoming community cleanup on City and Community Betterment social media.
- Reached out to local businesses and organizations to promote Community Cleanup.
- Hosted Community Cleanup on September 8<sup>th</sup>.
- Planted trees with the Outdoor Adventure Club on September 9<sup>th</sup>.
- Worked with local organizations to prepare for cleanup and tree planting.
- Advertised HHW facility on social media.
- Acquired barrel for antifreeze storage.

### **Illicit Discharge Detection and Elimination**

- Provided lake monitoring for Rothwell and Waterworks Lakes.
- Performed water testing and continued process of tracing illicit discharges.
- Met with Jeff Sarye of Vulcan Drying Co. about complaint of blocked culvert.
- Attended instrument training at water plant.
- Responded to report of oil spill at Dialysis Clinic.

### **Construction Stormwater Runoff Control**

- Performed Land Disturbance Inspections for all Land Disturbance sites (see attached chart.)
- Attended Planning Committee meeting.

- Met with Westhues about planned GRC expansion.
- Discussed probationary Land Disturbance measures with 3 Bros. Construction.
- Met with Code Enforcement to discuss Dream Moore Falls.
- Discussed proposed changes to SWPPP and application details with KO Storage team.

#### Post-Construction Stormwater Controls

- Cleaned trash and weeds out of City Hall rain gardens.
- Continued annual permanent stormwater facility inspections.
- Contacted Street Barn about erosion at Wicker Street Basin.
- Updated City officials on completion of Eagle's Landing Detention Basin.

#### Municipal Good Housekeeping

- Provided annual stormwater training for Wastewater Department.

#### Finances, Certifications and Education

- Attended Oaks Webinar from DOC.
- Attended MWEA Fall Lab Practices committee.
- Attended DNR webinar about public notice procedures.
- Attended educational webinar about changes to WOTUS definition.

#### 319 Project

- Attended budget meetings.
- Worked on supplementary application paperwork.

#### Land Disturbance Inspections Performed

Site	Permit Holder	Status
Dream Moore Falls	Larry Schnell	Self-inspections not up to date
Logan Street	Drew Kerns	Construction Not Started
Cobblestone Creek	Tony Stuart	Self-inspections not performed
Cobblestone Creek	Knox & Haynes	No issues
Ellis Place	Tony Stuart	Trash on lot
Southridge	Tony Stuart	Construction finished, permit closed
Lantern Pointe	Larry Schnell	Construction finished, permit closed
Eagle Tree Ridge	Dave Richardson	Sediment downstream of basin, erosion and channelization within basin
Club Carwash	Scott Mueller	Self-inspections not performed
Alt Ed School	Jeff McCracken	Inlet protection needs to be replaced
Walmart DC	Scott Kleermeir	No issues
Holman Road House	Josh Spicer	Downstream Sediment

**Moberly Area Economic Development Corporation  
Board Report: September 15 – October 12, 2023  
Randy Asbury, President, & Kaylee Paffrath, Director of Business Development**

**Goals/Activities for the Past Month**

- (Ongoing) Continue Business Retention and Expansion (BR&E) efforts with major employers throughout Howard and Randolph counties.
- (Ongoing) Continue discussions with the City of Moberly and The Bricton Group regarding downtown Moberly hotel opportunities and development services.
- (Ongoing) Continue to provide follow-up on all outstanding projects requiring management and response.
- (Ongoing) Continue social media and website engagement efforts.
- (Ongoing) Continue facilitating and hosting various major employers for the KWIXLand in the Morning monthly interviews. Leslie Fischer, Director of International Trade for the MO SBDC, was the September interviewee.
- (Postponed due to illness) Meet with the Moberly Area Chamber of Commerce staff to discuss ongoing collaboration.
- (Completed) Meet with NextSite to discuss their retail recruitment services.
- (Rescheduled) Meet with Eli Falls, Moffatt & Nichol, and Joe Torp, Norfolk Southern, to discuss Moberly rail access options.
- (Completed) Attend Workplace Stability Conference in Mexico.
- (Completed) Attend Missouri Northeast meeting.
- (Completed) Attend Leadership Northeast in Macon.
- (Completed) Host Business Bites Lunch N' Learn in Moberly.
- (Completed) Attend City of Glasgow Council meetings regarding the SEMA bridge replacement project.
- (Completed) Submit Howard and Randolph County RFI's as opportunities occur.
- (Ongoing) Engage state and local incentives discussions for upcoming local projects.
- (Completed) Kaylee will attend the Rural Community Action Assembly: Immigration, Community, and the Economy webinar.
- (Completed) Identify Business Bites programming for 2024.
- (Ongoing) Research 501(C)3 status and guidelines.
- (Ongoing) Begin work on certifying the remaining uncertified acreage at the Moberly Area Industrial Park.

**Goals/Activities for the Next Month**

- Continue Business Retention and Expansion (BR&E) efforts with major employers throughout Howard and Randolph counties.
- Continue discussions with the City of Moberly and The Bricton Group regarding downtown Moberly hotel opportunities and development services.
- Continue to provide follow-up on all outstanding projects requiring management and response.
- Continue social media and website engagement efforts.
- Meet with Eli Falls, Moffatt & Nichol, and Joe Torp, Norfolk Southern, to discuss Moberly rail access options.

- Research 501(C)3 status and guidelines.
- Begin work on certifying the remaining uncertified acreage at the Moberly Area Industrial Park.
- The KWIXLand in the Morning interview in October will be with Kaylee Paffrath discussing Moberly's housing developments.
- Attend the Cross Country Playcare ribbon cutting.
- Attend the Employer Showcase hosted by the Moberly Area Chamber of Commerce.
- Attend the MEDC Public Policy Committee Meeting.
- Present on MAEDC's organizational structure at the Lake Region EDC monthly meeting.
- Attend the HIG Realty Group Ribbon Cutting.
- Attend the Randolph County EXCELS' monthly meeting.
- Meet w/ The HAM Toner inventor in Fayette.
- Attend the final Leadership Northeast event and graduation ceremony in Edina.
- Host the SBDC Roadshow at the Glasgow Chamber of Commerce meeting on November 8<sup>th</sup>.
- Host the Missouri Partnership and Missouri Department of Economic Development tour at Swift Prepared Foods.
- Attend the Randolph County Municipalities' Meeting.
- Attend the MTCOG Annual Meeting.
- Attend the November Missouri Northeast meeting (October is cancelled).
- Meet with Intellihome Solutions, LLC.
- Attend Howard County Commission meeting regarding Industrial Park opportunity.
- Meet with and provide a tour for Agracel Rail Holding Company.

### **Project Overviews**

- No current updates.

### **Other Substantive News & Efforts**

- Attended meeting with Randal Weidenaar at Nortonfront to discuss potential marketing opportunities.
- Kaylee's efforts:
  - Met with Tonika Starks to discuss a potential Human Resources training session to be a part of the Business Bites series. This webinar will take place December 12<sup>th</sup> at 11:30 a.m.
  - Attended the Money Matters: Funding Sources for Community and Economic Development webinar presented by Retail Strategies.
  - Attended Leadership Northeast at Samaritan Hospital in Macon.
  - Attended the Missouri Northeast Government Relations meeting via Webex.
  - Kaylee, Chuck, and Tom Sanders hosted Senator Cindy O'Laughlin. They provided the Senator with an overview of Moberly's housing efforts and provided a tour of several residential development projects.
  - Met with Josiah Key to discuss a promotional video for Howard County.
  - Attended Manufacturing Day at Orschelns Products. There were over 180 high school students in attendance.
  - Attended the Moberly Area Chamber of Commerce Coffee Chat.
  - Attended a Workforce Housing Tax Credit Webex meeting with Missouri Northeast.
  - Attended the 3 Brothers Construction ribbon cutting ceremony.

- Met with ImageMark out of Jefferson City to discuss a possible AI Business Bites session for 2024.
- Social Media Stats: See new report.

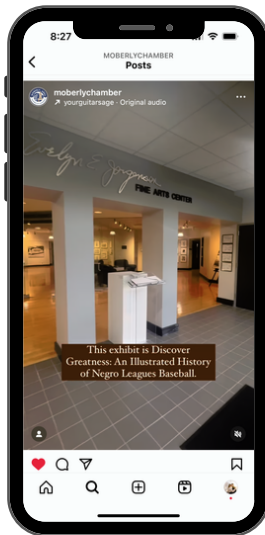
# OCTOBER REPORT

## 2023

## SOCIAL MEDIA STATS

### TOP ORGANIC POSTS THIS MONTH

#### INSTAGRAM



**JORGENSON GALLERY  
VIDEO - 25 LIKES**

#### FACEBOOK



**MCDONALD'S CASH MOB  
REACHED 2,849 PEOPLE**

### TOTAL REACH ON SOCIAL MEDIA THIS MONTH

Month	Facebook	Instagram	Twitter	Total
Jan - 2023	31,167	2,222	325	33,714 people
Feb - 2023	48,957	4,560	1,020	54,538 people
March - 2023	41,282	3,206	661	45,149 people
April - 2023	61,038	3,783	684	65,505 people
May - 2023	98,181	4,340	143	102,644 people
June - 2023	76,390	3,690	281	80,361 people
July - 2023	64,660	3,764	***	68,424 people
August - 2023	98,576	12,988	***	111,564 people
September- 2023	76,705	1,885	***	78,590 people
As of Oct. 10- 2023	16,662	1,353	***	18,015 people



FALL SHOPPING AD & AMISH AD ARE CURRENTLY IN PROGRESS AND DO NOT HAVE ANY FINAL REPORTS AT THIS TIME



MEDIA	2019	2020	2021	2022	2023
DIGITAL	\$10,644.12	\$8,530.54	\$8,449.00	\$6,623.69	\$6,950.00
SHOW ME STRONG DIGITAL	0	\$2,989.99			
PRINT	\$800.00	\$1,200.00	\$2,100.00	\$3,600.00	\$2,250.00
RADIO	0	\$4,998.00			
SEM	\$1,332.93	\$3,465.62	\$3309.03		
BILLBOARD	0	\$2,000.00	0		
TV			\$7,224.00	\$7,014.00	\$1,500.00
TOTAL:	\$12,777.05	\$23,184.15	\$12,958.09	\$17,237.69	\$10,700.00

HALF OF THIS AD SPEND IS REIMBURSED BY THE STATE



# OWNED COMMUNICATION ASSETS

#13.



- Sent out October tourism newsletter
- Finalized fall newsletter to visitors
  - Wrote four blogs
- Planned and scheduled social media content
- Updated moberly.com to reflect new shops, restaurants, attractions and more
- Gathered new photographs & videos at Clark Amish Community, Evelyn Jorgenson Fine Arts Gallery & Homecoming Parade

## ADDITIONAL ITEMS



- Attended Community Betterment Board Meeting
- Had Tourism Tuesday partner meeting & Tourism Commission meeting
- Met with two event organizers on their tourism events in 2024 & how to fill out the Tourism Commission application
- Held Gus Macker & Junk Junktion recap meetings
- Held meeting with MU Students on Tourism Research Project
- Continue working on gathering dates for 2024 & 2025 events
- Researched grant opportunities





# PLANNED ACTIVITES

#13.



- Working on Christmas Festival events & activities
- Creating a shop local Christmas promotional plan
- Worked on Missouri Division of Tourism Recertification



## TOURISM EVENT RECAP

- Until October 31 - Illustrated History of Negro Leagues Baseball Exhibit
- October 14 - Jacksonville Fall Festival
- October 15 - 8th Street Quartet - 4th Street Theatre
- October 21 - Janie Frick - Route Z Classic Country Barn & Grill
- October 28 - Maria Trevor Harpist - 4th Street Theatre
- October 29 - Mini Train Final Ride for the year
- October 31 - Trick-or-Treat Trail



## MONTHLY BILLING

ITEM # DESCRIPTION	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.	OCT.
102.000.521: ADVERTISING	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517
102.000.540: CONTRACT LABOR	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
102.000.541: ADMINISTRATIVE FEES	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583
<b>TOTAL:</b>	<b>\$7,100</b>	<b>\$7,100</b>	<b>\$7,100</b>	<b>\$7,100</b>	<b>\$7,100</b>	<b>\$7,100</b>	<b>\$7,100</b>	<b>\$7,100</b>	<b>\$7,100</b>	<b>\$7,100</b>