

**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**

**February 22, 2022**

**6:00 PM**

**AMENDED AGENDA**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

**1.** Approval Of Minutes.

**Recognition of Visitors**

**Communications, Requests, Informational Items**

**2.** A Request From Lori Turk To Hold Their Annual Mother's Day 5k To Raise Money For Families Battling Cancer on May 8, 2022.

**Public Hearing and Receipt of Bids**

**3.** Public Hearing To Consider Vacation Of An Alley Between 24 And 28 Urbandale.

**4.** Receipt Of Bids For The Northeast Lift Station Pump Repair.

**5.** Receipt Of Bids For Flume Slide Restoration.

**Consent Agenda**

**6.** A Resolution Authorizing The City Manager To Enter Into An Agreement With SiteMed For Onsite Firefighter Physicals.

**7.** A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri To Execute A Fireworks Display Agreement With J&M Displays, Inc.

**8.** A Resolution Accepting The Bid Proposal Of Motorola Solutions, Inc., For The Purchase Of A Motorola 8500 All Band Mobile Radio.

**9.** A Resolution Accepting The Bid Of Independent Electric Machinery Company To Repair A Lift Station Pump And Authorizing The City Manager To Contract For Repairs.

**10.** A Resolution Authorizing The City Manager To Execute A Letter Agreement With Barr Engineering Company To Prepare A Scope Of Work For The Dameron Street Stormwater Detention Structure.

**11.** A Resolution Approving And Accepting The Final Plat For Eagle Tree Ridge Subdivision.

**Ordinances & Resolutions**

**12.** An Ordinance Approving A Cooperative Agreement With Adair Hathaway For Stormwater Improvements Reimbursement.

**13.** A Resolution Of The Council Of The City Of Moberly Respecting A Joint Representation Arrangement In Connection With Economic Development Projects Within The City.

**14.** A Resolution Authorizing The City Manager To Execute A Credit Purchase Agreement For Wetlands With The Land Learning Foundation.

- [15.](#) A Resolution Accepting The Bid Of And Authorizing Contracting With Safeslide Restoration For Flume Repair At The City Pool.
- [16.](#) A Resolution Authorizing And Accepting A Change Order To The Tannehill Park Splashpad Contract With Irvinbilt Constructors, Inc., For Unanticipated Expenses.
- [17.](#) A Resolution Of The City Of Moberly, Missouri, Accepting A Missouri Department Of Public Safety Criminal Justice Local Law Enforcement Block Grant And Authorizing The Mayor To Execute A Subaward Agreement.
- [18.](#) A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

**Official Reports**

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

**Anything Else to Come Before the Council**

- [20.](#) Appointment To The Historic Preservation Commission.
21. Consideration of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Pending Legal Issue and Real Estate (Closed Statute 610.021) (1,2)

**Adjournment**

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



February 7, 2022  
City of Moberly, Missouri Council Minutes

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

All stood for a moment of silence to honor retired Police Commander, Kevin Palmatory, followed by the pledge of allegiance led by Mayor Jeffrey.

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

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

A motion was made by Kimmons and seconded by Brubaker to approve the minutes of the January 18, 2022, Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A Public Hearing was held to consider grant of partial exemption from assessment and payment of ad valorem real property taxes on improvements to real property within an enhanced enterprise zone. Mayor Jeffrey opened the hearing at 6:01 p.m. President of Moberly Area Economic Development Corporation (MAEDC), Michael Bugalski, was present and addressed the Council: *Pursuant to Section 135.963.4 of the EEZ Act provides that improvements made by a qualifying business to real property located within an enhanced enterprise zone, upon approval after public hearing, by the governing authority having jurisdiction of the area in which the improvements are to be made may be exempted, in whole or in part, from assessment and payment of at least one-half of ad valorem taxes of one or more affected political subdivisions or a period of not less than ten years following the date such improvements were assessed. This public hearing is to consider the granting of a partial exemption from assessment and payment of ad valorem taxes on certain proposed improvements to real property made by an "enhanced business enterprise" within the Moberly, Missouri Enhance Enterprise Zone. The purpose of the hearing is to obtain the opinions and suggestions of taxing districts and residents of political subdivisions to be affected by the proposed partial exemption from real property taxes. The project will result in an investment of over four million dollars and will create twenty-five new permanent jobs. The jobs will have an average starting wage of \$40,000.* Jignesh "Jay" Patel, owner and operator of the dispensary was present and addressed the Council with the history of the project and his purchase of and improvements to the building. Davis asked if his salary was included in the average wage, and if the intent was to pay each employee a minimum of \$40,000. Patel responded that his salary is not included, and the minimum salary is not \$40,000, but that the average is \$40,000. He said that the highest paid salary will be around \$140,000. John Truesdell, Presiding Commissioner of Randolph County, was present and asked the Council to thoroughly consider the tax abatement, stating that the Commission would not favor it. Being no further comments, Mayor Jeffrey noted the Public Hearing was held and concluded the Public Hearing at 6:14 p.m.

The following bids were received for the Rothwell Park Amphitheater. (Base Bid - amphitheater structure, Alternate 1 - grading and terraces for grass seating, and Alternate 2 - a concrete service road around the amphitheater.): **Byrne & Jones Construction**, Base Bid: \$578,100, Alternate 1: \$55,000, Alternate 2: \$165,500; **Integra Inc.**, Base Bid 1: \$640,000, Base Bid 2: \$345,000, Base Bid 3: \$345,000, Alternate 1: \$30,000, Alternate 2: \$148,000; **L&J Development**, Base Bid: \$649,016.49, Alternate 1: \$38,502, Alternate 2: \$148,000. The base bid included the addition of restrooms and a storage room on the back of the amphitheater which was not part of the original plan. Parks and Recreation hoped if it came in with a modest increase, they could have those facilities available for future talent to use closed restrooms and changing rooms behind the stage; however, they came in far too high to justify the cost, given the little use they would receive over time. Parks and Recreation went back to the lowest overall bidder, L & J Development, and negotiated the scope to bring the total project cost down to \$394,134.44, including the base bid, alternate 1 and alternate 2. A motion was made by Kyser and seconded by Brubaker to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING SECTION 40-711 OF THE CITY CODE BY ADDING SUBSECTION 28"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. 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. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH RICKY DAVIS, JR FOR CONVEYANCE OF REAL PROPERTY"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. 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. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT AND MUTUAL RELEASE IN CONNECTION WITH THE WOODLAND HOSPITAL PROPERTY; AND PROVIDING FURTHER AUTHORITY"** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A COOPERATIVE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MOBERLY, THE MOBERLY AREA**

**ECONOMIC DEVELOPMENT AUTHORITY AND GRC REAL ESTATE, LLC"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING COOPERATIVE AGREEMENTS WITH MOBERLY AREA COMMUNITY COLLEGE FOR BALL FIELD RENTAL AND UPGRADES"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. 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. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT FOR UPGRADING PEDESTRIAN FACILITIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MOBERLY"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION GRANTING A CERTAIN PARTIAL EXEMPTION FROM ASSESSMENT AND PAYMENT OF AD VALOREM REAL PROPERTY TAXES ON IMPROVEMENTS TO CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF MOBERLY, MISSOURI ENHANCED ENTERPRISE ZONE; APPROVING A DEVELOPMENT AGREEMENT IN CONNECTION THEREWITH; AND PROVIDING FURTHER AUTHORITY, ALL PURSUANT TO THE ENHANCED ENTERPRISE ZONE ACT"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, APPROVING A TERMINATION AND RELEASE OF UTILITY EASEMENT AND AUTHORIZING THE MAYOR OF MOBERLY, MISSOURI TO EXECUTE SAID INSTRUMENT ON BEHALF OF THE CITY"** and made a motion for it to be read. Kyser seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE REPLACEMENT MIXERS FOR THE ROLLINS AND WICKER WATER TOWERS FROM UTILITY SERVICE COMPANY, INC"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADDENDUM WITH SUEZ TREATMENT SOLUTIONS, INC., FOR SERVICING THE ROLLINS WATER TANK"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADDENDUM WITH SUEZ TREATMENT SOLUTIONS, INC., FOR SERVICING THE SPARKS TOWER WATER TANK"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ADDENDUM WITH SUEZ TREATMENT SOLUTIONS, INC., FOR SERVICING THE WICKER STREET WATER TANK"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AMENDING THE PURCHASE PRICE THE FOR A TANDEM AXLE DUMP TRUCK FROM SCHEPPERS INTERNATIONAL TRUCK CENTER"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION ACCETING THE BID OF L & J DEVELOPMENT, INC., FOR THE AMPHITHEATER BASE BID AND ALTERNATES 1 AND 2 AND AUTHORIZING CONTRACTING FOR THE PROJECT"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. 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 Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION ADOPTING A POSITION CLASSIFICATION SCHEDULE AND COMPENSATION PLAN FOR THE CITY OF MOBERLY, MISSOURI"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. 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 Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$704,646.11"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey nominated Lee Seekins to be appointed to the Historic Preservation Commission. A motion was made by Kyser and seconded by Kimmons to appoint Lee Seekins to the Historic Preservation Commission. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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

Mayor Jeffrey reopened the meeting.

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

### **Work Session**

The following was discussed at the Work Session:

Appointment To The Historic Preservation Commission: Jimmy O'Loughlin.

A Discussion Regarding A Scope Of Services Agreement With BARR Engineering For Professional Services.

A Request For Approving A Resolution Authorizing The City Manager To Enter Into An Agreement With SiteMed For Onsite Firefighter Physicals.

An Application Submitted By Simon Struempfh Engineering On Behalf Of Adair Hathaway Requesting A Final Plat On The Eagle Tree Ridge Subdivision.

A Discussion Regarding A Proposal From Independent Electric For Repair Of Pump And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Authorizing The Purchase Of A Motorola 8500 All Band Mobile Radio For the Moberly Police Department.

A Request From Lori Turk To Hold The Annual Mother's Day 5k To Raise Money For Families Battling Cancer on May 8, 2022.

Review Of The 2022 Fireworks Agreement From Moberly Parks And Recreation.

DRAFT

# City of Moberly

## City Council Agenda Summary

Agenda Number: #2.  
 Department: Police  
 Date: February 22, 2022

**Agenda Item:** A Request From Lori Turk To Hold Their Annual Mother's Day 5k To Raise Money For Families Battling Cancer on May 8, 2022.

**Summary:** The Mother's Day 5K to raise funds to go toward Cancer Treatments is an annual event. Event begins at 1509 Union Ave at 9:00am. Participants will travel east on Union Ave to Mullen St, turn south and travel to Bertley St. East on Bertley to Barrow St, turn south on Barrow to Porter St. West on Porter to the parking lot at 300 N Morley, north through the parking lot to Farror St, east on Farror to Porter street, north on Porter to Franklin Ave, east on Franklin Ave to St. Charles, south on St. Charles to Union Ave, east on Union Ave to the finish point at 1509 Union Ave. Contact person is Lori Turk, 660-651-2719. 300 to 400 participants are expected to participate, volunteers will be along the route at intersections to help with traffic control. Law Enforcement is requested to lead the 5k.

**Recommended Action** Approve the request

**Fund Name:**

**Account Number:**

**Available Budget \$:**

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</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>Brubaker</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>Davis</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

City of

*Moberly!*

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

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

**Walk/Run Application Permit**

Application Date: 1-21-22  
 (Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: May 8, 2022

Purpose of event: Raise funds for families battling cancer

Name of event director: Lori Turk

Contact phone, & Address of director: 660 651 2719 1161 Oxbow Lane  
Moberly, MO 65270

Approximate number of participants: 300-400

Route requested, Begin & End Time: Event begins at 9:00am. Participants  
complete route by 10:30am.

Starts @ 1509 Union Ave - west to Millen St. - south to Taylor St. -  
west to Bertly St. South to Barrow St, west to Porter, through Sam's  
Healthmart Parking lot, north on Porter St., East on Franklin South on St. Charles  
 (Please include a map diagram showing start to finish) to Union. East to 1509  
Union.

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

Will the organization furnish personnel to assist with the event?

Yes: ☒ No: ☐ If yes, how many?

Signature of applicant: Lori Turk

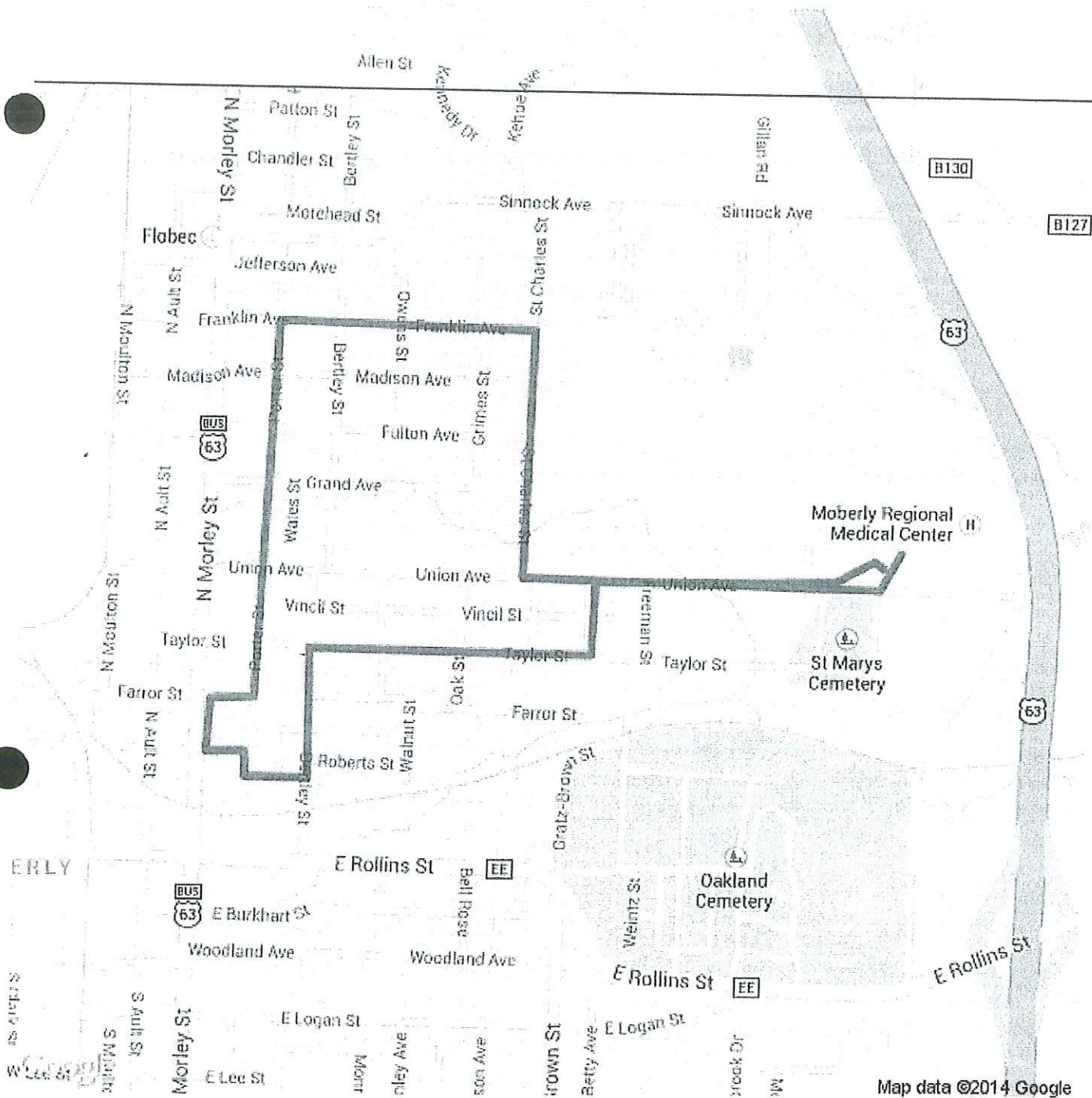
Approved: ☒ Declined: ☐

Authorizing Official: [Signature] Date: 02 01-22

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

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





# City of Moberly

## City Council Agenda Summary

Agenda Number: #3.  
Department: Comm. Dev.  
Date: February 22, 2022

**Agenda Item:** Notice of Public Hearing.

**Summary:** John and Amy Meystrik of 24 Urbandale and Glynnda McGarvey Stanley and Ted Taylor of 28 Urbandale to vacate the alley between the two properties.

**Recommended**

**Action:** Hold a Public Hearing.

**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 checked="" type="checkbox"/> Other <u>Public Hearing</u>

**Roll Call**

**Aye** **Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed Failed

Tom Sanders, Director of Public Works  
City of Moberly  
101 West Reed St.  
Moberly, MO 65270

Dear Tom,

We, the owners of 24 Urbandale, John S. Meystrik and Amy Meystrik, together with the owners of 28 Urbandale, Ted W. Taylor and Glynnda M. McGarvey Stanley, individually, and as Trustee of the Glynnda M. McGarvey Revocable Trust, hereby respectfully request the City of Moberly vacate the alley located between the two aforementioned residences entirely to John S. Meystrik and Amy Meystrik, owners of 24 Urbandale.

Sincerely,

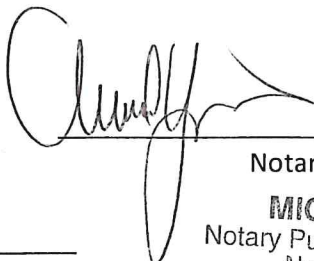
  
\_\_\_\_\_  
Ted W. Taylor, Property Owner  
28 Urbandale  
Moberly, MO 65270

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF New York )

On this 26<sup>th</sup> day of Jan, 2022, before me, the undersigned, a notary in the said County, personally appeared **Ted W. Taylor**, personally known to me who declared herself to be a single person and declared that said instrument was signed by them, and acknowledged said instrument to be their free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

My Commission Expires: \_\_\_\_\_

  
\_\_\_\_\_  
Notary Public  
**MICHAEL YORIO**  
Notary Public, State of New York  
No. 01YO6260718  
Qualified in Nassau County  
Commission Expires April 30, 2024

Tom Sanders, Director of Public Works  
City of Moberly  
101 West Reed St.  
Moberly, MO 65270

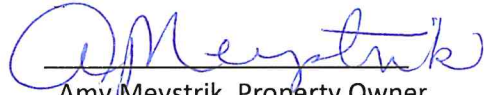
Dear Tom,

We, the owners of 24 Urbandale, John S. Meystrik and Amy Meystrik, together with the owners of 28 Urbandale, Ted W. Taylor and Glynnda M. McGarvey Stanley, individually, and as Trustee of the Glynnda M. McGarvey Revocable Trust, hereby respectfully request the City of Moberly vacate the alley located between the two aforementioned residences entirely to John S. Meystrik and Amy Meystrik, owners of 24<sup>th</sup> Urbandale.

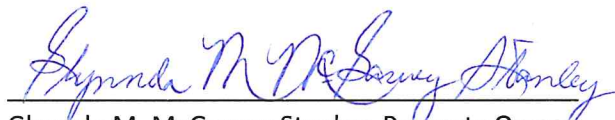
Sincerely,



John S. Meystrik, Property Owner  
24 Urbandale  
Moberly, MO 65270



Amy Meystrik, Property Owner  
24 Urbandale  
Moberly, MO 65270



Glynnda M. McGarvey Stanley, Property Owner  
28 Urbandale  
Moberly, MO 65270

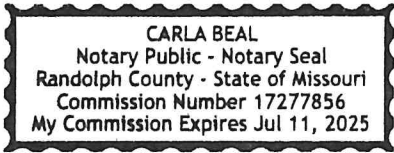
STATE OF MISSOURI )  
 ) SS.  
COUNTY OF RANDOLPH )

On this 14 day of January, 2022, before me, the undersigned, a notary in the said County, personally appeared **John S. Meystrik and Amy Meystrik**, personally known to me who declared themselves to be a married couple and declared that said instrument was signed by them, and acknowledged said instrument to be their free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

Carla Beal  
Notary Public

My Commission Expires: July 11, 2025



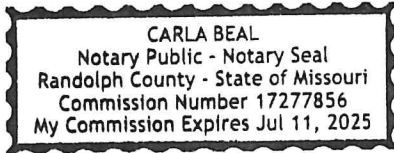
STATE OF MISSOURI )  
 ) SS.  
COUNTY OF RANDOLPH )

On this 14 day of January, 2022, before me, the undersigned, a notary in the said County, personally appeared **Glynnda M. McGarvey Stanley**, personally known to me who declared herself to be a single person and declared that said instrument was signed by them, and acknowledged said instrument to be their free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said COUNTY AND STATE above written.

Carla Beal  
Notary Public

My Commission Expires: July 11, 2025





The proposed vacation of the alley next to 24 Urbandale is a 10' wide strip between two yards of long term residential houses. No projected development to occur there which would not impact the limited drainage of the area.

The area that the alley currently provides a point of access between Urbandale to the RR r/w which is overgrown and we have other points of access to the rear of the properties or RR r/w off of Urbandale Dr. and other existing alley ways in the subdivision.

The City of Moberly does not currently have utilities in the alley and has no plans for them. While there may not be any utilities from others in the Alleyway, we request that a utility easement be retained for possible existing and/or future utility access.

Please see diagram of alley location below, shown in blue.

Thanks,  
Tom Sanders  
Director of Community Development





# Moberly, MO



1 in. = 106ft.



## Legend

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

## Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION



## PUBLIC HEARING

The City Council of the City of Moberly will hold its regular meeting on February 22, 2022 at 6:00 p.m. in the Council Chamber at City Hall, 101 West Reed St., Moberly, Missouri and a Public Hearing will be held to consider the following:

To vacate the alley between 24 Urbandale and 28 Urbandale.

Further information regarding this matter may be gotten by contacting the Community Development office at City Hall at (660) 269-7638.

Tom Sanders  
Director of Community Development/Public Works

Posted February 9, 2022, 9:30 AM  
Date/Time



# City of Moberly

## City Council Agenda Summary

Agenda Number: #4.  
 Department: Public Utilities  
 Date: February 22, 2022

**Agenda Item:** Receipt Of Bids For The Northeast Lift Station Pump Repair.

**Summary:** The City of Moberly Public Wastewater System contains sewage lift stations to convey collection system flows to Moberly's wastewater treatment plant. One of the three 87 HP KSB pumps at the Northeast Lift Station has failed and requires rebuild in order to return to service. This is a normal operating experience for this type of pumping system. Wastewater staff obtained quotes from different vendor for both repair and replacement of the failed pump.

Vendor	New or Repair	Cost
Independent Electric 225 South Kentucky Sedalia, MO 65301	Repair	\$11,983.57
Vandevanter Engineering 1550 Larkin Williams Rd Fenton, MO 63026	Repair	\$33,537.43
Vandevanter Engineering 1550 Larkin Williams Rd Fenton, MO 63026	New	\$72,532.00 w/installation
Enviro-Line Co. Inc. P.O. BOX 308 Osawatomie, KS 66064	New	\$35,134.00 + Freight

**Recommended**

**Action:** Accept these bids.

**Fund Name:** Lift Station & Lagoon Maintenance

**Account Number:** 301.114.5304

**Available Budget \$:** \$10,107.17 The account has included grease pumping attributable to Swift Foods, which has been reimbursed in a corresponding revenue account.

**ATTACHMENTS:**

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

**Council Member**

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

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

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

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

Passed      Failed



# Sedalia Division

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

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

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

Attn

cc

Phone:

Fax:

## Quote

#4.

Quote Number

SE-RRE1556

Job Number

SE-R2184

### Customer Information

CITY OF MOBERLY

### Ship To Information

0-7 SEDALIA GENERAL ACCT

Quote Date: 1/27/2022

Customer ID: 100007

Quoted By: Michael Randall

RFQ #:

Salesperson: SE 70

Terms: COD

### Quote Information

Ship Via:

**Reason For Work:** Motor was aksed to be quoted for repair. Motor is not in our shop

**Cause of Failure:** build up on lower seal caused seal failure allowing product in oil housng. seal seperation allowed all the oil to leak out. there was also a blown stator lead causing the pump to megger grounded. there is plenty of lead left to rewire.

**Required Work:** -MINOR PUMP REPAIR, STEAM CLEAN / DISINFECT UNIT, DISASSEMBLE UNIT, BATCH CLEAN PARTS, HAND CLEAN / DETAIL PARTS, STEAM CLEAN AND BAKE WINDING, SURGE TEST WINDINGS, GROWL TEST ROTOR, INSPECT POWER / SENSOR CORD, INSPECT / CHECK MACHINE FITS, POLISH SHAFT, FURNISH AND INSTALL BEARINGS, FURNISH AND INSTALL MECHNICAL SEALS, FURNISH AND INSTALL ORINGS, FURNISH AND INSTALL GASKETS, REASSEMBLE, PRESSURE TEST @ 7 PSI, TEST RUN UNIT (NO LOAD), PAINT UNIT  
-Replace / Reinsulate Leads  
-Furnish and Install New Oil / Lip Seal/s  
-Furnish and Install New Casing Wear Ring/s  
-Furnish and Install New Power and Control Cable  
All repairs will be in accordance with the ANSI/EASA Standard AR100-2020 recommended practice for the repair of rotating electrical apparatus.

**Comments:** DOESN'T INCLUDE MACHINE WORK OR REWIND WASN'T INCLUDED IN THE INSPECTION REPORT. OTHER PARTS NOT NAMED IN INSPECTION REPORT ARE NOT INCLUDED IN THE REPAIR. PARTS ARE 3-5 WEEK LEAD TIME. PUMP WAS ALREADY TORNDOWN BY ANOTHER VENDER.

Pick Up On

Lead Time

Total Price

Work Based on Straight Time:

5-7 WEEKS

\$11,983.57

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.

We Are not Responsible For Items Left Over 90 Days.

Quote is valid for 30 days.

SIGNATURE:

DATE:

PRINT NAME:

PO# (If not yet issued)

# PROPOSAL

FROM

#4.

## ENVIRO-LINE CO. INC.

913-755-2161  
913-755-3018 FAX  
OSAWATOMIE, KS

P.O. BOX 308 \* OSAWATOMIE, KANSAS 66064

913-782-4443  
KANSAS CITY AREA

Note: All orders subject to terms and conditions stated below and on reverse side hereof.

Emily Lute	<b>Date:</b>	1/7/2022
City of Moberly	<b>Location:</b>	Moberly MO
660-353-1885		Northeast Pump Station
<a href="mailto:elute@cityofmoberly.com">elute@cityofmoberly.com</a>		KSB Replacement Pump

We are pleased to quote to you the following equipment:

- One(1) KSB KRT K 150-403/654XEG-S 87 HP 460V/3PH 50' Cable, Ci Case Wear Ring/SS Impeller Wear Ring Pumps to Operate at 1750 GPM @ 116' TDH
- One(1) Lifting Bail
- One(1) Pump Safe Relay
- One(1) 7 Year Pro-Rated Warranty

**NOTE: This is a "bare" pump - City will reuse the existing guide claw and lifting chains from old pump.**

**12-14 Week Lead Time**

**The Price \$35,134.00 + FREIGHT**

**Price Does Not include: Freight, Installation, Electrical work of any kind or Taxes that may apply.**

**This proposal is valid for 45 days.** Clerical errors are subject to correction. Quantities shown are based on information provided to us and should be verified. Prices quoted are based on the quantities shown and changes must be preapproved.

**Terms:** Net 30 days after shipment. A 2% per month service charge will apply to any unpaid balance starting 30 days after shipment.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SUBMITTED this , 2022

\_\_\_\_\_  
NAME OF PURCHASER

By Chris Dickason

Chris Dickason

Sales Representative

By \_\_\_\_\_

NAME AND TITLE

TERMS AND CONDITIONS

- 1 Any purchase order pursuant to this Quotation shall not result in a contract until it is accepted and acknowledged by Enviro-Line Company, Inc. and/or the equipment manufacturer (seller herein ) at this office.
- 2 This Quotation is subject to acceptance within the time period specified on the 1st page hereof, but in any event within 30 days from date.
- 3 No order shall be changed or cancelled by buyer unless notice is sent to and accepted by seller, in writing, before shipment.
- 4 Seller shall make reasonable efforts to ship orders in accordance with buyer's reasonable requests, but seller shall not be responsible for failure to fill any order or orders if due to fires, floods, riots, strikes, freight embargoes or transportation delays, shortages of labor, fuel, material, supplies, or power, acts of the public enemy, any existing or future laws or acts of the federal or of any state government (including specifically, but not exclusively, any orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of seller's business with which seller in its sole judgement and discretion deems it advisable to comply, or to any other contingencies beyond the Seller's reasonable control. Unless specified routing and classification are providing by buyer. Seller will ship orders by best known routing and classification but Seller shall not be responsible for delays or excessive transportation charges resulting from its selection.
- 5 To be allowable, claims of error in shipments must be made by the buyer within 10 days after delivery. Items of credit must be returned, shipping charges prepaid with seller's prior written approval.
- 6 There are no warranties which extend beyond the description on the 1st page hereof excepting only the applicable manufacturer's warranty. Seller makes no other warranty, either express or implied. Seller's liability is absolutely limited to the purchase price of the items described on the face hereof and in no event shall Enviro-Line Company Inc. "be liable for any consequential or liquidated damages, penalties or for any expense occasioned by the use of defective products."
- 7 Stenographic and clerical errors are subject to correction.
- 8 Any indebtedness owing to the Company for a period longer than 30 days shall be assessed 2% monthly delinquency charges until paid. If the company finds it necessary to place any indebtedness hereunder in the hands of an attorney for collection, Purchaser shall pay all expenses and costs of collection, including attorney fees.
- 9 Terms of payment as specified on the 1st page hereof are independent of and not contingent upon the time and manner in which the purchaser may receive payment from others.
- 10 Prices quoted do not include any Local, State, or Federal Taxes which may apply.

ACCEPTANCE OF TERMS AND CONDITIONS

TERMS AND CONDITIONS ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NAME OF PURCHASER

By \_\_\_\_\_  
NAME AND TITLE

ACCEPTANCE OF PURCHASE ORDER

The foregoing offer is hereby accepted by Enviro-Line Co. Inc.


SELLER: ENVIRO-LINE CO. INC.

Date \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

# SERVICE ESTIMATE

#4.

<b>Customer:</b> City of Moberly, MO <b>Contact :</b> Doug Farrow <b>Date:</b> 12/10/2021 <b>Phone:</b> 660-269-8705 <b>Fax:</b> 660-263-9398 <b>Project:</b> KSB Repair Quote  <b>Quote #: 7040468</b> <b>Opp #: OP-542325</b>	<b>Vandevanter - Municipal</b> <b>1550 Larkin Williams Road</b>  <b>Fenton, MO 63026</b> <b>Phone: 636-343-8880</b> <b>Fax: 636-343-1720</b>   <b>VANDEVANTER ENGINEERING</b> <small>A COGENT COMPANY</small>
--	--

Dear Doug,

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

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

1

## KSB

Serial Number - 9374511

- Pump repair estimate for the KSB KIRK 150, serial #9374511, per the attached repair report.

1.00 ■ REPAIR PARTS

<b>Materials</b>	<b>\$30,287.43</b>
<b>Labor</b>	<b>\$3,250.00</b>
<b>Total</b>	<b>\$33,537.43</b>

## Disassembly, Cleaning, Inspection and Estimating Charge

**\$1,430.00**

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

Delivery: ..... 8 - 10 week(s) after receipt of P.O.  
FOB Point: ..... Shipping Point  
Terms of Payment: ..... Upon Receipt  
Freight: ..... Best Way - PPD/ADD  
Quote Validity: ..... 30 Days

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

**Quoted By:**  
**Eric Steffen**  
**esteffen@cogentcompanies.com**

**Salesrep:**  
**Ben Azerolo**  
**bazerolo@vandevanter.com**  
**314-347-7433**

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

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

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

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

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

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

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

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

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

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

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

Revised January 2019


**COGENT**
**Vandevanter Engineering  
Service Center**

Opportunity Number	OP-542325	Date	12/10/2021
PQ/Order Number	7040468	Salesman	Ben A
Customer	City of Moberly Mo	Customer Stock #	
Contact Name, First	Doug	Service Type	Service
Contact Name, Last	Farrow	Brand	Vandevanter Engineering
Contact Phone	660-269-8705	Market	Municipal
Contact Cell	-	Fluid Being Pumped	
Contact Email		Equipment Location/Station	?

Manufacturer	KSB
Model	KIRK 150 4017
Serial #	9374511
Item Type / Description	
Additional Items	None
Level of Repair	Choose From Drop Down

DCI Technician	JJ	DCI Date	12/29/2021
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**Pump As Found/Received**
**Notes:**


**Initial Inspection**

HP	83	FLA	105	Voltage	460V
Phase	Three	RPM	1775	IMP Code	
Power Cable Length	30X2	Power Cable Condition	Cut	Cable Disposition	Replace
Sensor Cable Length	50.00 '	Sensor Cable Condition	Water in Cable	Paint Color & Type	
FLS Sensor Model		FLS OHM Standard Open		FLS OHM Actual Open	
		FLS OHM Standard Closed		FLS OHM Actual Closed	358.7
Thermal Sensor	Other	Thermal OHM Standard	Insert Value	Thermal OHM Reading	0.9
Bearing Sensor Model		Bearing OHM Standard		Bearing OHM Actual	
Control Box	No	Control Box Condition			
Condition Of Oil	No Oil	Mechanical Seal Pressure Test	Fail		

**Electrical Inspection**

OEM Ohm Standard	R/B		R/W		B/W		Junction Chamber Cond	Clean & Dry
Cable OHM Reading	R/B	OL	R/W	OL	B/W	OL	Junction Therm Reading	
Junction OHM Reading	R/B	0.0712	R/W	0.0711	B/W	0.0711	Junction FLS Reading	
Cable Meg Reading	R	<.01	B		W		<b>Electrical Notes:</b> passed at junction	
Junction Meg Reading	R	14990	B		W			
Does the Pump Pass Electrical Checks?			Pass					

**Wet End**

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

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

Discharge Size	6"
----------------	----

--	--

**Notes:**

no stationary wear ring available for this pump

**Wet End Disposition**

Reuse



**Impeller**

Condition	No Signs of Wear
-----------	------------------

Impeller Clearance	.065"
--------------------	-------

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

**Notes:**

rotating wear ring will be replaced.

**Impeller Disposition****Reuse****Mechanical Seals**

Upper Seal Condition	Minimal Wear
----------------------	--------------

Lower Seal Condition	Worn
----------------------	------

Seal Material	Upper	Silicon Carbide
	Lower	Silicon Carbide

Seal Fit on Shaft	Upper	
	Lower	

**Notes:****Upper Seal Disposition****Replace****Lower Seal Disposition****Replace**

**Bearing Housing**

<b>Housing Condition</b>	Minimal Wear
--------------------------	--------------

<b>Bearing Grease Cond.</b>	Burnt
-----------------------------	-------

<b>Bearing Condition</b>	Upper	No Signs of Wear
	Lower	Severely Worn

<b>Bearing Housing Fit</b>	Upper	
	Lower	

**Notes:**

housing was cleaned up

**Housing Disposition**

Reuse

**Rotor**

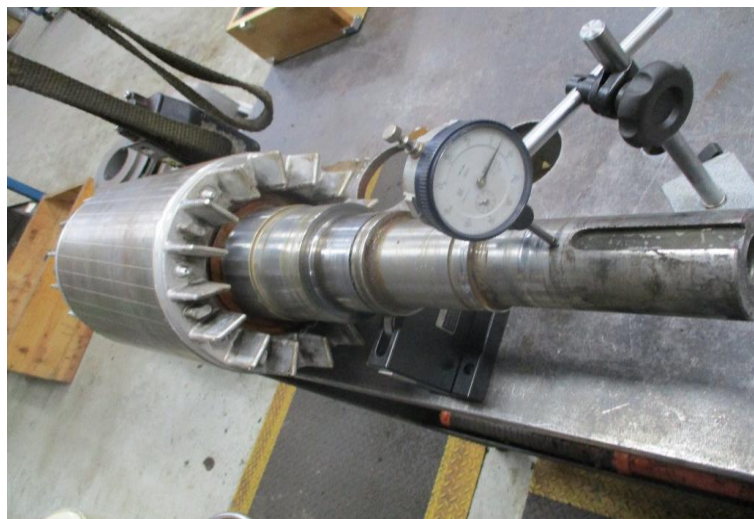
<b>Rotor Condition</b>	Minimal Wear
------------------------	--------------

<b>Bearing Condition</b>	Upper	No Signs of Wear
	Lower	Severely Worn

<b>Rotor Shaft Fit</b>	Upper	
	Lower	

**Notes:**

shaft run out is &lt;.002". There are grooves cut into the shaft where the seals ride. These will need to be resurfaced.

**Rotor Disposition**

Resurface

**Bearing Disposition**

Replace

**Stator**

<b>Wash and Bake?</b>	Yes
-----------------------	-----

<b>Winding Analyzer</b>	Pass
-------------------------	------

**Notes:**

Grease was in the upper windings. Stator passed electrical checks but was cleaned and baked to remove the grease

**POST BAKE ELECTRICAL RESULTS:**

<b>OHM Reading</b>	R/B	0.0721	R/W	0.0721	B/W	0.0721
<b>Meg Reading</b>	R	13867	B		W	
<b>Thermal</b>	0.7					

**Stator Disposition****Reuse**

**Additional Notes & Findings****Item 1:**

wrapped up by the seal.

**Item 2:**

blown stator lead.





**Conclusions****O-Rings Condition**

Squared

**Bin Location**

VE2B

**Primary Cause of Failure**

Build up on lower seal caused seal failure allowing product in oil housing, over pressurizing upper seal and contaminating lower bearing/stator

Seal separation allowed all the oil to leak out. There was also a blown stator lead causing the pump to megger grounded. There is plenty of lead left to rewire.

**Additional Notes & Suggestions****Parts Required**

FLYGT WHITE MINERAL OIL	CONTROL CABLE --- 50'	POWER CABLE --- 50'
SANDBLASTING	IMPELLER WEAR RING	LOWER BEARING
ROLLER BEARING	O-RING/GASKET KIT	PROFILE GASKET
LIP SEAL	MECHANICAL SEAL	MECHANICAL SEAL
SPACER DISC	RETAINING RING	RETAINING RING
RETAINING RING	CIRCLIP	POWER CABLE --- 50'
SHAFT RESURFACE	KELLEMS GRIP X 2	KELLEMS GRIP

**Inspection Reviewed By**

Eric Steffen

**Date**

1/5/2022

**Proposal No. OP-542325  
January 7<sup>th</sup>, 2022**

**TO:** City of Moberly, MO  
**PROJECT:** KSB Replacement Pump with Flygt  
**ATTN:** Emily Lute

We are pleased to provide the following equipment quotation for the replacement of the KSB KTRK 150/40.

**Option #1: Flygt NP3301**

ONE (1) Flygt NP 3301 submersible pump with a hard iron 464 impeller. This pump features a 85 HP, 3 phase, 460-volt motor. Also included is 50 feet of power cable, and a floatation leakage sensor (FLS). Volute to have 6" Discharge.

ONE (1) Flygt MiniCas Seal Fail/Overtemp Relay with DIN Rail Socket

**TOTAL ESTIMATED PRICE FOR ALL LISTED ABOVE..... \$70,032.00**

**Option #1: Flygt NP3202**

ONE (1) Flygt NP 3202 submersible pump with a hard iron 456 impeller. This pump features a 70 HP, 3 phase, 460-volt motor. Also included is 50 feet of power cable, and a floatation leakage sensor (FLS). Volute to have 6" Discharge.

ONE (1) Flygt MiniCas Seal Fail/Overtemp Relay with DIN Rail Socket

**TOTAL ESTIMATED PRICE FOR ALL LISTED ABOVE..... \$62,442.00**

**NOTES:**

- 1. We would use the old pumps slide bar bracket to adapt to the new pump so that it would ride down the existing guide rails.**
- 2. Installation is not included. We would need to send out 2 field techs to drop the new pump in and wire up the minicas. Approx cost for this would be \$2,500.00**

**DCI (Disassembly, Clean and Inspect)**

Amount charged if old pump is not repaired or new pump is not purchased. The below is the cost for the DCI of the old pump.

**Price.....\$1,430.00**

**F.O.B. – Factory      Freight is not included.      Installation is not included.**

**\*Anything not specifically listed to be assumed by other.**

Sincerely,  
**VANDEVANTER ENGINEERING CO.**

*Ben Azerolo*

Ben Azerolo  
Aftermarket Sales & Service Representative

**ACCEPTED THIS DATE:**

**BY:**

**COMPANY:**

**TITLE:**

**STANDARD TERMS AND CONDITIONS**

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

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

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

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

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

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

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

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

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

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

Revised February 2019



# City of Moberly City Council Agenda Summary

Agenda Number: #5.

Department: Parks & Recreation

Date: February 22, 2022

**Agenda Item:** Receipt of Bids for Flume Slide Restoration

**Summary:** The coating on the open flume slide is deteriorating and really needs addressed prior to the season. Over the last month in an expediated process given the urgency of getting on a contractor's schedule prior to the start of the pool season, we reached out to five companies to provide proposals for preparing the surface and recoating the interior and exterior. Three companies responded.

The lowest bid came from SafeSlide Restoration. They repaired and recoated our yellow family slide a few years ago and did an excellent job. Their references were very positive and they have done work for cities, private resorts, and larger water parks such as Great Wolf Lodge, Big Surf, Mark Twain Landing, and Six Flags (Eureka).

Because of the urgency, staff gave the green light to get on the SafeSlide Restoration's schedule, but we need Council to ratify their proposal.

This is an unbudgeted item, but our fund balance can cover it.

## Recommended

**Action:** Approve the Resolution.

**Fund Name:** Aquatic Center – General Equipment Maintenance

**Account Number:** 115.042.5311

**Available Budget \$:** \$7,196.29

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

To: City Council  
From: Troy Bock, Director  
Date: February 9, 2022  
Subject: Slide Restoration

We are seeing some deterioration in the coating on our open flume slide and we had to urgently run an expediated process and green light a contractor to get on their schedule prior to the pool season. Given the timeline, our Department staff sought bids to ensure due diligence and a good price while expediting the process to ensure we get it done prior to the pool season if weather allows.

Approximately 3 years ago, we had our open flume slide recoated (interior only). The company did not to a careful job in terms of protecting the exterior from overspray given the winds along the highway. That created some issues on the exterior. After the first season, we had some issues with the interior coating in a few small areas. We called the company back to address them. They returned and fixed them. The coating in a few areas appears to be having issues again, indicating the coating did not properly adhere to the original gel coat. When we had them return with a different crew than the original to remedy issues, we lost confidence in their ability to work as we had some of the same issues as the original.

In short, we need to recoat the slide prior to this upcoming pool season if weather and schedules allow. Currently, there is an open window in April before we fill the pool around May 1. With schedules filling up, we had to run a quick process where we reached out to 5 companies (not the company we used 3 years ago) with the qualifications to do the job. Three responses were submitted – two declined as their schedules are backed up for months. The most qualified happens to also be the lowest of the three submitting – SafeSlide Restoration. They did work for us several years ago to repair the yellow family slide and did a great job including work quality, communication, and timeliness. We have had no issues with that slide in the years since. Safe Slide Restoration does work for numerous municipalities in the country – primarily in the Midwest. They handle many of the big water parks – Mark Twain Landing, Big Surf, Great Wolf Lodge – in addition to municipalities and private resorts/aquatic facilities in Branson and elsewhere. They all gave positive references in addition to our own positive past experience with them.

Since they check all the boxes from low bid to certifications to references, we gave the green light after discussions with City Hall. We plan to bring this to Park Board and Council for ratification at the next regular meetings. This is an unbudgeted, albeit necessary item that will hit the Parks and Recreation fund balance.

Company	Cost
SafeSlide Restoration	28,290
Slideways	30,100
Westport Pools	44,124

# Safe Slide Restoration

"Restoring confidence in your slide."

Dale Cooper LLC DBA Safe Slide Restoration

P.O. Box 102, Farmington, MO 63640

855.639.7543

[www.safeslides.com](http://www.safeslides.com)

January 6, 2022

**Moberly Aquatic Center** / Attn: Dirk Miller

100 Rothwell Park Rd, Moberly, Mo 65270

573-489-2737 / dmiller@cityofmoberly.com

Hello Dirk,

The following is a proposal for the restoration of your water slide. This proposal is based on the information that was sent to Safe Slide Restoration on 01.06.2022. Our company is certified in fiberglass composites by the American Composite Manufacturer's Association (ACMA). We have over **20-years** of experience working with fiberglass and gel coat.

## We Have The Industry's Best Warranties

- There is a **5 - year warranty** on paint for adhesion.
- There is a **5 - year warranty** on structural fiberglass repair not to delaminate.
- There is a **5 - year warranty** on gel coat. With yearly maintenance plan



## Unique Restoration System

### Products

Superior Products  
Industry Proven  
Chosen by Performance not Price

### Processes

Documented Procedures  
Consistent & Standards  
Safety Standards  
Proper PPE

### People

Unmatched Certifications  
ACMA, NACE, OSHA, Non-Slip  
Experience: 160 Projects Last Year

### Guarantees

All Project Managers are ACMA Certified  
Gel Coat Thickness Meets OEM Standards  
Meeting Deadlines  
Responsive

**Slide Description:**

**Open Flume Body Slide – Red & Blue**

**Work Description:****Option A****Gel Coat - Interior:**

- Strip previous coating
- Repair all minor fiberglass repairs in ride path\* (minor repair does not require laminating)
- All repairs will be done with vinyl-ester resin
- Prepare interior ride path for Gel Coat
- Add textured surface to start tub if needed
- Refinish interior ride path of slide with Gel Coat
- Gel Coat will be applied to a thickness of 20 - 24 mils.
- Premium Gel Coat will be used
- Recaulk all seams (recaulking is not a guarantee to stop leaking seams) \*\*
- Seams will be sealed with premium caulk
- Base white gelcoat will be used unless otherwise specified

**Work Description:****Option B****Gel Coat - Interior:**

- Strip previous coating
- Repair all minor fiberglass repairs in ride path\* (minor repair does not require laminating)
- All repairs will be done with vinyl-ester resin
- Prepare interior ride path for Gel Coat
- Add textured surface to start tub if needed
- Refinish interior ride path of slide with Gel Coat
- Gel Coat will be applied to a thickness of 20 - 24 mils.
- Premium Gel Coat will be used
- Recaulk all seams (recaulking is not a guarantee to stop leaking seams) \*\*
- Seams will be sealed with premium caulk
- Base white gelcoat will be used unless otherwise specified

**Paint - Exterior:**

- Strip previous coating
- Wash exterior of slide with internally formulated cleaner
- Prime-coat bare areas as needed
- Paint exterior with Poly - Siloxane Paint
- Paint RAL color: \_\_\_\_\_

INIT: \_\_\_\_\_



Project Amount Option A: ..... \$21,225.00

Project Amount Option B: ..... \$28,290.00

**Note: This Proposal/Contract expires in 60 days from the date on the first page of this document.**

We at Safe Slide Restoration are committed to quality and customer satisfaction. We are an international company that provides services to the largest water parks and cruise lines in the world. We look forward to putting our expertise to work for you. Please feel free to call my cell at 317-437-2217 or our office at 855-639-7543 if you have any questions or comments.

Thank you for your consideration, we appreciate your time!

Sincerely,  
Joe Atherton  
Regional Customer Representative  
[joe@safeslides.com](mailto:joe@safeslides.com)



**Safe Slide**  
**NACOM**

*Our Employees Endure Five Industry Certificates in Safety Systems, Coatings Preparation, Application Qualifications, and Project Management Qualifications.*



## Terms & Conditions

**\*Fiberglass repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or gouge with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge). This does not include any major repairs that require fiberglass cloth and resin lamination.**

**\*\* Because of the restrictions of our caulk being able to adhere to joints without the proper amount of surface area, we require that the seams are 3/16" wide to caulk them (If seams are too tight, the caulk will not adhere properly).**

### **Customer Expectations**

Safe Slide Restoration reserves the right to have adequate access to the project area in order to complete the project as efficiently as Safe Slide Restoration deems necessary. This may require, but is not limited to: working 12 hours per day and seven days per week. The facility is responsible for providing access to an adequate water source (5 gallons per minute), electrical power (multiple circuits will be needed), and restroom facilities for the duration of the job. In the event that the project involves any chip repairs or gel coat application, Safe Slide's technicians are capable of in-field color matching the existing Gel Coat. (This is not to be confused with the manufacturer's exact color matching). Our customers have the right to request a draw down, but requests must be made 45 days before the Safe Slide crew arrives on-site. Recaulking seams does not apply if the seam has been previously permanently fiberglassed. We strive towards the very best finish that can be achieved; however, some pinholes may be present. This Agreement shall be construed and governed by the laws of the State of Missouri. The parties agree that in the event any action is brought to enforce any terms of this Agreement or for damages for breach of the Agreement, the venue for such cause of action shall be Madison County, Missouri Circuit Court.

### **Customer Responsibilities**

In the event that leaking seams are being addressed by Safe Slide Restoration, the customer is responsible for identifying and labeling seams on the interior and exterior of the slide (we recommend using a permanent marker in the ride path to label seams). The customer is responsible for identifying areas where lift is unable to operate. If a lift is required, Safe Slide is not responsible for any broken concrete, landscaping, etc. Safe Slide may require the removal of fencing to allow lift access to the water slide area if there isn't access through a gate opening. The customer is responsible for providing waste removal. The customer is required to provide access to restrooms to the Safe Slide crew for the duration of the project. A walk through of finished work and subsequent sign-off is required before Safe Slide's crew leaves the job site. Missing the post project walk through is equivalent to an approved sign off by the customer. Safe Slide Restoration will not be responsible for unscheduled return work in the case that the customer misses scheduled post project walk-through and subsequent sign-off. We recommend 20 test rides on your slide(s), with different body sizes and builds, if possible, before the season begins. We highly recommend daily dry inspections and a single test ride before daily operation.

### **Possible Additional Charges**

If there are any previous interior or exterior coatings not specified in the above work scope, there will be an additional charge for interior or exterior failed coatings. The pricing above does not include the cost of state taxes, licenses, or permits if required. Slides may require a second coat of paint to achieve the desired finish. In the event that a second coat of paint is required, there will be an additional charge of 50% of the original paint price. A 2-3-point Tie-off system on top portion of closed flume slide may be needed if a lift is inaccessible. A cost of \$90 per panel will be assessed and tie offs will stay in place for customer use. An additional daily fee may be assessed if the project site is compromised due to negligence of customer or persons under the customer's control of said project site. If the customer does not show up and needs to postpone the post job walk through, there will be an additional charge for the delay. This will be determined by how long Safe Slide must stay on site in order to get the walk-through and sign-off which is required before our staff leaves the site. **The cost of a lift and/or scaffolding is not included in the above pricing.** If a lift and/or scaffolding is required, it will be the responsibility of the park to provide.

## Warranty Information

### **5 – year paint Workmanship warranty:**

Our 5 – year workmanship warranty covers any delamination that occurs of the coating applied. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty may become void if peeling occurs due to poor adhesion from the previous original or recoated substrate occurs.

### **5 – year structural repair workmanship warranty:**

Our 5-year workmanship warranty covers delamination of fiberglass from original substrate. This warranty **does not** cover claims from extreme acts of nature, vandalism, or repair that overlaps a repair completed by a previous contractor.

### **5 – year gel coat workmanship warranty:**

Our 5 - year workmanship warranty is only valid if the facility chooses to participate in a yearly maintenance program with Safe Slide Restoration. If not, a standard 2 – year workmanship warranty will apply. Gel coat warranty covers delamination of applied gel coat only. This warranty **does not** cover damage from osmosis blistering, damage or deterioration of cosmetic surface finishes, including corrosion, cracking, crazing, discoloration, fading, oxidation of gel coat, or wet coring/substrates. This warranty does not cover substrates previously coated after the manufacturer's original coating, unless post-manufacturer coating is completely removed by Safe Slide prior to the application of the new coating. This warranty also does not cover any repairs that have been completed by a previous contractor.

**Safe Slide Restoration does not offer any warranty for caulking of seams.**

## Confidentiality Agreement

**The information in this document is confidential to the person to whom it is addressed and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior written consent of the directors of Safe Slide Restoration.**



#### Date:

1.31.2022

#### Services Performed By:

SlideWays LLC  
21 Inverness Way East  
Englewood, CO, 80112

#### Services Performed For:

Moberly Aquatic Center  
100 Rothwell Park Road, Moberly,  
MO 65270

Troy and Team,

Thanks for reaching out and we look forward to working with you to perform restoration work on your waterslide. SlideWays is excited to assist you in your waterslide needs and provide you with unprecedented workmanship and service.

## Expectations

SlideWays' number one priority is to exceed all expectation in refinishing your waterslide. SlideWays has a proven process when it comes to refinishing waterslides and we are confident that we will exceed all expectations. Upon starting your restoration process, we work vigorously refinish the interior of your waterslide with industry standard gel coat and paint the exterior bringing your slide back to life.

## Pictures of Slides & Features Needing Restoration



*\*\*All Images were taken from online research and were not captured by SlideWays LLC.*

## Scope of Work

SlideWays will provide all equipment, materials, and an industry standard one-year guarantee against cracks, chips, and delamination of gel coat. This will include labor and materials.

SlideWays strives for perfection and ensuring we meet all your needs. As such, our first priority will be to clean, sand, and repair fiberglass defects on your outdoor waterslide. It is critical that we remove all existing gel-goat and repair any defects within the fiberglass (such as cracks and

chips) so we can ensure a smooth riding surface, which in turn will provide years of riding safety and comfort. We also guarantee that all expansion gaps are appropriately spaced to ensure that we can apply the proper amount of caulk to each joint to prevent fiberglass rot and ice wedging for outdoor slides.

Once the slide has passed our rigorous pre-gel coat application check list, we will begin to apply 20-25 ml of gel coat to your riding surface. We utilize a thickness gauge to achieve proper application. This is the most accurate way to measure your gel coat and ensure that you're obtaining the optimal riding surface. This application process is vitally important and requires attention to detail to ensure the proper mixture of gel coat, air, and catalysis are mixed to achieve long lasting performance and satisfaction.

SlideWays will also refinish the exterior of the slide by cleaning and preparing it for new paint. This will have a massive impact on the curb appeal of the waterslide and will provide the slide with a protective layer against UV.

## Time Frame

15-20 operational days to complete. Note: The outdoor temperature needs to be 70 degrees or above for maximum gel coat adhesion. For this reason, we will not gel coat until the weather is in line. The caulk that will be used needs a minimum of 48 hours to cure. This is in addition to the 15-20 days needed to complete the project.

Potential Project Dates: April 1<sup>st</sup> – April 29<sup>th</sup>

## Total Project Expenditure

Description:	Total:
Gel Coat Interior of (1) Open Flume Water Slide	Sub Total: \$20,450.00
Paint Exterior of (1) Open Flume Waterslide	Sub Total: \$9,650.00
<b>Project Total</b>	<b>Total: \$30,100.00</b>

## Payment Terms

50% Due upon signing of Terms and Conditions (\$15,050.00)

50% Due upon completion of Project with final walk through (\$15,050.00)



WESTPORT  
POOLS

#5.

DESIGN | BUILD | SERVICE | RENOVATE | EDUCATE

[WWW.WESTPORTPOOLS.COM](http://WWW.WESTPORTPOOLS.COM)

---

**Proposal Submitted To:****Date: 01/05/2022**

City of Moberly, MO  
200 N. Clark St.  
Moberly, MO 65270

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We hereby submit specifications and estimates for the following: Painting of slide

- Pressure wash the exterior and interior of the slide with an oscillating tip to remove all loose and failing coating. Additionally, we will sand and scrape to remove any remaining failing coating, if any, that remains after pressure washing.
- Use ZEP wax remover to remove wax buildup on ride surfaces and on the exterior of the slide.
- Wash interior and exterior of slide surfaces with a cleaner and rinse thoroughly.
- Sand entire surface of slide thoroughly to prepare surface for new coatings.
- Rinse slide.
- Repair deep scratches, gouges or defects with Bondo Resurfacer. Sand all patched areas smooth.
- Apply two coats of Creative Polymers Slide Armor in a color(s) to be determined, presumably to match the existing red and blue color scheme. We will sand between coats to ensure a good mechanical bond.
- Lightly sand slide once more and apply one coat of Creative Polymers Slide Armor Clear.
- Caulking of seams is included.
- Once the clear coat has cured, we will use a super fine emery cloth to rub down the slide to ensure no debris or roughness is present in the slide surface. This will only be done to the ride surfaces of the slide
- As we perform the work, we will inspect bolts on the slides. If we find any structural irregularities, we will contact you immediately. - Surrounding structure, pool and pool deck will be covered while coating the slide to protect from overspray/paint drips.

**Total: \$44,124.00**

Westport Pools has no duties or obligations beyond those contained in this proposal, and we are not bound by any terms or conditions not contained in this proposal, unless set forth in a subcontract agreement acceptable to us and signed by us. If we are directed to proceed with our work and no subcontract agreement is signed by us, the only terms and conditions governing our work are those contained in this proposal.

**NOTICE TO OWNER**

Failure of this Contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property, which is the subject of this agreement pursuant to Chapter 429.rsmo. To avoid this result, you may ask this Contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure Lien Waivers may result in your paying for labor and material twice.

**DEFAULT CLAUSE**

In the event of default by buyer of any provision of this contract, buyer agrees to pay all collection costs, and interest from date of default. Reasonable attorney's fee shall be awarded to the prevailing party in action brought under this contract. Owner agrees that, in the event of breach or cancellation by owner, owner shall be responsible for charges to date of breach plus contract profits.

**LATE FEES**

If invoices go unpaid past 30 days, customer will receive a \$40.00 late fee on all past due invoices that go unpaid over 30 days there will also be a 1.5% monthly fee on all past due invoice amounts.

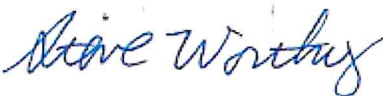
45

Service Office: 314-743-4829 | 156 Weldon Parkway | Maryland Heights, MO 63043

Payment Terms: Net 30 Days

*This proposal is valid for 30 days and is void if not accepted within that time.*

I have read and understand the above terms and authorize the work to be done as specified.

Customer	Date
	
Steve Worthy Sales and Product Specialist Westport Pools, Inc.	01-05-2022 Date

# City of Moberly

## City Council Agenda Summary

Agenda Number: #6.

Department: Fire

Date: February 21, 2022

**Agenda Item:** A Resolution Authorizing The City Manager To Enter Into An Agreement With SiteMed For Onsite Firefighter Physicals

**Summary:** The Moberly Fire Department desires to continue the efforts of improving the health, fitness, and safety of the firefighters. The department would like the City Council to pass this resolution with SiteMed as the vendor for providing firefighter physicals which meet or exceed OSHA and NFPA 1582 standards. This agreement will be structured for two years.

**Recommended Action:** Approve this resolution.

**Fund Name:** Contracted Services

**Account Number:** 100.008.5406

**Available Budget \$:** 10,700.00

### 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\_\_\_ **Jeffrey**      \_\_\_    \_\_\_

#### Council Member

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

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

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

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

Passed    Failed

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SITEMED NORTH AMERICA, LLC FOR ONSITE FIREFIGHTER PHYSICALS.**

**WHEREAS**, the Fire Chief made a request for bids for onsite firefighter physicals to meet OSHA and NFPA firefighter standards; and

**WHEREAS**, SiteMed North America, LLC, d/b/a SiteMed Fire was the lowest responsible bidder with its Firefighter Medical Clearance Program for onsite firefighter physicals which meet and exceed OSHA and NFPA 1582 standards; and

**WHEREAS**, attached hereto is an Agreement with SiteMed Fire to perform physicals for a two-year term at a cost of \$10,633.00 annually.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the City Manager or his designee to enter into the attached agreement with SiteMed Fire for onsite firefighter physicals at a cost not to exceed \$10,633.00 annually for a two-year period.

**RESOLVED** this 22nd day of February, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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





Fire Chief Don Ryan  
Moberly Fire Department  
310 N Clark Street  
Moberly, MO 64063

January 21, 2022

Please find the attached proposal for your Firefighter Medical Clearance Program. We have listed several key factors that differentiate us from other companies.

### **Detailed Executive Summary**

SiteMed is a physician-owned health care company specializing in on-site NFPA 1582 firefighter medical exams. Our comprehensive approach combines proven lifesaving screenings with one-on-one personalized medical counseling.

Our medical providers have performed over 50,000 NFPA 1582 firefighter, HAZMAT, Police, EMS and fire brigade exams, and have over 50 years combined experience with NFPA 1582 and OSHA standards. SiteMed is an Equal Opportunity Employer and an E-Verify participant employer.

SiteMed uses state of the art equipment and trained experienced staff. Testing is done under NFPA, OSHA, NIOSH and CAOHC procedures. We value your firefighter's privacy and maintain medical confidentiality throughout the entire testing process.

### **The SiteMed Difference**

#### **We are a physician owned company.**

Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighter health and wellness on the local, state and national level. They have performed over 50,000 NFPA 1582 Firefighter, Fire Brigade, EMS and HAZMAT exams. They understand the inherent medical risks firefighters face and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs. What does this mean for you? Consistency, Reliability, & Dependability.

Other companies owned by non-physicians will often hire temporary outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams; this is what we do all day every day. Let us put our experience to work for you.

#### **Our examination meets and can exceed the NFPA 1582 standard.**

Other companies and clinics usually only perform portions of an NFPA 1582 exam or perform just an OSHA 1910.156 exam that does not meet the requirements for NFPA 1582. OSHA 1910.156 is commonly referred to as the Fire Brigade Standard and is meant for companies that have Fire Brigades manned by their employees, not for Fire Departments.

The SiteMed NFPA 1582 medical exam program meets and with optional specialized testing, can exceed all aspects of the NFPA 1582 standard. We work with hundreds of departments, and our program has been effective for large 1000+ member departments as well as small volunteer departments.

### **ON-SITE FIREFIGHTER PHYSICALS**

1634 White Circle – Suite 101  
Marietta, GA 30066  
**SiteMedFire.com**

112 Donmoor Court  
Garner, NC 27529  
**Phone/Fax 888-837-4819**



**We come on-site to you.**

We realize yearly exams can be a daunting process. By coming on-site, we are able to perform up to 25-50 exams per day and can usually perform all your physical exams in a short time period. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time, money and minimizes hassles related to annual physical exams.

**We focus on prevention.**

The purpose of a good wellness program is to enhance the health of your firefighters. It is not a punitive process. Anyone can issue a clearance letter, but our focus is on preventing disease and improving firefighter health and safety. This starts with a complete NFPA 1582 physical exam and our one-on-one counseling.

**We manage medical problems.**

If medical issues are discovered, we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform The 14 Essential Job Tasks. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

**We care about your health.**

As a physician owned company, we will customize your physical program to reflect your specific needs. This means that we can include extras not offered by other companies such as cardiac CT scanning, advanced genetic testing for heart disease and advanced cancer screenings.

**We use a unique two-phase process.**

We come on-site to collect labs several weeks prior to testing. That way when our providers meet with your firefighter's they have all the information in front of them including labs and medical history, just like when they see their primary care physician. This means that during their individual one-on-one counseling session; we can make health recommendations individualized to each person at the time of the consultation.

**Year-round access.**

What happens after the testing when you have a medical question? With SiteMed, you have year-round access to our Fire Department Doctors for medical consultations. There is no extra charge for this service; it is part of our commitment to your department.

**New Hire and Make up Exams.**

Although SiteMed is based on the east coast, we have developed a national network of local providers close to your fire department where you can send your firefighters for testing. Your firefighter will complete the components of the medical exam at the local provider location and our SiteMed Fire Department Physicians will review and provide an NFPA 1582 medical clearance. Your firefighter will still have the opportunity to discuss their medical results with our SiteMed Physicians. This Oversight Program is used for physicals like new hires and missed appointments that need to happen outside of your scheduled on-site days.

These are just a few of the benefits we can offer your department. Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to bid on this proposal. We look forward to working with you in the near future.

**ON-SITE FIREFIGHTER PHYSICALS**

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**Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582****A. Medical Component per NFPA 1582 Chapters 6 & 7**

- Comprehensive Medical History – All necessary forms will be provided.
  - Medical Examination - *Comprehensive physical exam includes head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check. Screens for Skin, Thyroid, and Testicular Cancers.*
  - Vitals – Height, Weight and Blood Pressure
  - Body Composition – Bio Impedance Analysis (BIA)
  - Vision – Snellen (distance) screening
  - Lab Analysis – Chemistry Screen, CBC, Lipid Panel, Thyroid and Urinalysis. Details on page 4.
  - Hearing Test –audiogram using our Benson audiometers
  - Pulmonary Function Testing (PFT)
  - EKG – 12-lead resting electrocardiogram
- 

**B. Fitness Component per NFPA 1582 Chapter 8**

- WFI Submaximal Graded Treadmill Evaluation - to evaluate aerobic capacity (*per NFPA 1582 C.2.1.3*)
  - Hand grip strength evaluation (NFPA 1582 C.2.1.5)
  - Vertical Jump Assessment (NFPA 1582 C.2.1.8) or C.2.1.6 Leg Strength Evaluation
  - Arm Strength Evaluation (NFPA 1582 C.2.1.7)
  - Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)
  - Prone Static Plank Core Stabilization Assessment (NFPA 1582 C.2.1.11)
  - Sit and reach flexibility evaluation (NFPA 1582 C.2.1.12)
- 

**C. SiteMed Value-Added Standard Components**

- One-on-one consultation with licensed medical provider. Medical provider may be a physician, physician's assistant or nurse practitioner.
- Confidential copy of results and interpretations provided to each firefighter.
- A physician evaluates all charts and issues the clearance letters if there are no medical issues requiring follow up.
- Department Summary Report including relevant averages, ranges, and annual comparison statistics.
- Option to add additional laboratory / Studies. Details on ultrasound and additional services pages.

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**ON-SITE FIREFIGHTER PHYSICALS**

## SiteMed Lab Analysis

### **Chemistry Screen (Screens for Liver Cancer & Biliary Cancer)**

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Blood Urea Nitrogen	Total Bilirubin
eGFR	
Creatinine	Alkaline Phosphatase
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH
Iron	

### **Lipids:**

Triglycerides  
Cholesterol, Total  
HDL-High Density Lipoprotein Cholesterol  
LDL-Low Density Lipoprotein Cholesterol  
VLDL-Very Low Density Lipoprotein Cholesterol  
Cholesterol / HDL-Cholesterol  
Estimated Coronary Heart Disease Risk

### **Urinalysis (sent out to lab, not dipstick) (Screens for Bladder & Kidney Cancers)**

Color	Ketones
Appearance	Occult blood
Specific gravity	Leukocyte esterase
pH	Nitrite
Protein	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	

### **Thyroid (Screens for Thyroid Cancer)**

Thyroid-stimulating Hormone (TSH)

### **Complete Blood Count (CBC) (Screens for Lymphoma & Leukemia)**

White Blood Count (WBC)	
Red Blood Count (RBC)	Hemoglobin
Hematocrit	Mean Corpuscular Volume (MCV)
Platelets	Mean Corpuscular Hemoglobin (MCH)
RDW	Mean Corpuscular Hemoglobin Concentration (MCHC)

### **Additional Services**

These fees are in addition to the above basic program cost. If you would like to offer your firefighters additional services *at their expense*, please have them visit our website at [www.sitemedfire.com](http://www.sitemedfire.com) during phase I and click on the "store" tab in the navigation menu for more information.

<b>Ultrasound</b> (Aorta, Abdomen, Pelvic/Testicular, Abdominal Aneurysm Carotid, Cardiac Echo) 6 individual US listed	<b>\$90 per US/per person</b>
<b>Chest X-Ray</b>	<b>\$110 per US/per person</b>
<b>Front line Behavioral Health Assessment</b>	<b>\$110 per person</b>
<b>DOT Medical Cards</b> - not available in all locations	<b>\$50 per person</b>
<b>Tuberculosis Skin Screening</b> (minimum number required)	<b>\$35 per person</b>
<b>Hepatitis B Antibody Screening</b> (Blood Test)	<b>\$25 per person</b>
<b>Hepatitis C Screening</b> (Blood Test)	<b>\$27 per person</b>
<b>Varicella Antibody Screening</b> (Blood Test)	<b>\$27 per person</b>
<b>Measles, Mumps, Rubella Screening</b> (Blood Test)	<b>\$55 per person</b>
<b>Hepatitis A Vaccine</b> – 2-dose series	<b>\$75 per vaccine</b>
<b>Hepatitis B Vaccine</b> – 3-dose series	<b>\$95 per vaccine</b>
<b>Tetanus/Diphtheria/Pertussis Vaccination</b>	<b>\$85 per vaccine</b>
<b>Measles, Mumps, Rubella Vaccine</b>	<b>\$65 per vaccine</b>
<b>Varicella Vaccine</b>	<b>\$85 per vaccine</b>
<b>Influenza Vaccine</b> – requires pre-booking	<b>\$150 per vaccine</b>
<b>Blood typing (ABO grouping &amp; Rho-D)</b>	<b>\$35 per vaccine</b>
<b>HIV Screening</b> (Blood Test)	<b>\$17 per person</b>
<b>CRP (C-Reactive Protein)</b> - Marker of inflammation & possible cancer	<b>\$25 per person</b>
<b>Hemoglobin A1C</b> – Diabetes screen	<b>\$15 per person</b>
<b>Cholinesterase, RBC</b> – blood test (Haz-Mat teams)	<b>\$40 per person</b>
<b>Heavy Metals Blood Panel</b> (Haz-Mat teams: Arsenic, Mercury, Cadmium & Lead)	<b>\$42 per person</b>
<b>Blood and Urine Collection at LabCorp Facility</b>	<b>\$150 per person</b>
<b>Testing for 40 years old and over:</b>	<b>\$20 per person</b>
<b>NMR Particle Test</b> Determines the # of High & Low Chol Particles	<b>\$45 per person</b>
<b>Coronary Calcium Scoring</b> - not available at all locations and pricing may vary. Used to detect hidden heart disease	<b>\$160 per person</b>
<b>Fecal Occult Blood Screening</b> - Screens for Colon & Rectal Cancers	<b>\$18 per person</b>
<b>Ovarian Cancer Screening (CA-125)</b> – female	<b>\$30 per person</b>
<b>PSA screening</b> – males; screens for Prostate cancer	<b>\$25 per person</b>

### **ON-SITE FIREFIGHTER PHYSICALS**



The firefighter physical program includes the services listed on pages 3 & 4, technician(s) and medical provider.

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**AGREEMENT**

This agreement made and entered this **date**\_\_\_\_\_ **of** \_\_\_\_\_, **2022** between **SiteMed** and **Moberly Fire Department**. This agreement shall exist for an initial period of two (2) years with annual scheduling on the below listed date for the above listed services and will automatically renew for successive scheduling annually thereafter unless otherwise notified by either party 60 days prior to scheduled testing.

Any cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum Charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the Minimum Charge if not rescheduled for a later date. Rescheduling of services will not incur cancellation fee. The above listed pricing will only be guaranteed for the initial period of two (2) years and only while above listed volume of testing remains the same or greater. Invoices are "Due upon Receipt". Increase in employee numbers may require additional testing dates.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the statement and conditions outlined above.

Moberly Fire Department – Representative

Date

SiteMed – Representative

Date

*The information contained in this proposal is confidential information intended only for the use of the individual or entity named above. If the reader of this proposal is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this proposal in error, please immediately notify. Thank you.*

## REFERENCES:

The following is a list of some of our most recent public safety jobs. I encourage you to contact our clients listed to discuss the key differences in our services vs. our competitors.

- **Mountain Brook Fire Department (AL)** – Chief David Kennedy – 205-802-3833  
[kennedyd@mtnbrook.org](mailto:kennedyd@mtnbrook.org)
- **Estero Fire Department (FL)** – Division Chief Todd Coulter – 239-390- 8000  
[coulter@esterofire.org](mailto:coulter@esterofire.org)
- **Marietta Fire Department (GA)** – Commander Robert Moss– 770-794-5460  
[rmoss@mariettaga.gov](mailto:rmoss@mariettaga.gov)
- **City of Smyrna (GA)**– Chief Roy Acree - 770-434- 6667  
[racree@ci.smyrna.ga.us](mailto:racree@ci.smyrna.ga.us)
- **Cartersville Fire Department (GA)** – Chief Scott Carter - 770-387- 5635  
[scarter@cityofcartersville.org](mailto:scarter@cityofcartersville.org)
- **Idaho Falls Fire Department (ID)** – Chief of EMS Eric Day – 208-612-8495  
[eday@idahofallsidaho.gov](mailto:eday@idahofallsidaho.gov)
- **Peoria Fire Department (IL)** – Fire Chief James Buchanan – 309-494-8731  
[jbuchanan@peoriagov.org](mailto:jbuchanan@peoriagov.org)
- **Jefferson City Fire Department (MO)** – Division Chief of Training, Jerry Blomberg – 573-634-6403  
[jblomberg@jeffcitymo.org](mailto:jblomberg@jeffcitymo.org)
- **Wake County Fire (NC)** – Deputy Director Darrell Alford – 919-856-6487  
[darrell.alford@wakegov.com](mailto:darrell.alford@wakegov.com)
- **City of Fayetteville (NC)** – Assistant Fire Chief Kevin Dove – 910-433- 1429  
[kdove@ci.fay.nc.us](mailto:kdove@ci.fay.nc.us)
- **Maryville Fire Department (TN)** – Captain Andrew Puckett – 865-273-3610  
[apuckett@maryville-tn.gov](mailto:apuckett@maryville-tn.gov)



# City of Moberly

## City Council Agenda Summary

Agenda Number: #7.  
 Department: Parks & Recreation  
 Date: February 22, 2022

**Agenda Item:** A Resolution Authorizing The City Manager Of The City Of Moberly, Missouri To Execute A Fireworks Display Agreement With J&M Displays, Inc.

**Summary:** The City has had a positive ongoing relationship with J&M Displays for decades. J&M is a very professional and safe company which is responsible for most of the larger shows in Missouri including the show in Jefferson City. Given the size and scale of the show, the professionalism and technical experience required, the potential safety risks given the mass crowd and adjacent forests, J&M's familiarity with the facility, and the fact that J&M Displays provides bonus product given the size of the show and early order, staff recommends continuing with J&M Displays in 2021.

The contract is attached for a \$23,000 show. The final proposal will include discounts and bonus product for a multi-year relationship and early payment. Please see the attached agreement.

Also note the \$10,000,000 insurance carried by J&M Displays. The City of Moberly will, as in past years, be listed as an additional insured.

### Recommended

**Action:** Approve the Resolution.

**Fund Name:** Recreation – Contract Services

**Account Number:** 115.043.5406

**Available Budget \$:** \$27,581

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>Jeffrey</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>Brubaker</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input checked="" 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>Davis</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 _____		<input type="checkbox"/>	<input type="checkbox"/>
			Passed	Failed

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI TO EXECUTE A FIREWORKS DISPLAY AGREEMENT WITH J & M DISPLAYS, INC.**

**WHEREAS**, the City of Moberly, Missouri is desirous of providing a public firework display as part of the community July 4<sup>th</sup> celebration, and

**WHEREAS**, J & M Displays, Inc. is a proven and reliable provider of fireworks displays and has successfully provided the City of Moberly with firework displays in the past, and

**WHEREAS**, J & M Displays, Inc. has offered to furnish a firework display on July 4, 2022, for a total cost of Twenty-Three Thousand Dollars (\$23,000.00) as provided in a certain Fireworks Display Agreement attached hereto and incorporated herein.

**NOW, THEREFORE**, the City of Moberly agrees to the terms of the Fireworks Display Agreement presented by J & M Displays, Inc. and hereby authorizes the City Manager to execute said Agreement on behalf of the City of Moberly.

**RESOLVED** this 22nd day of February, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



# FIREWORKS DISPLAY AGREEMENT

#7.

THIS AGREEMENT is made and entered into this 1 day of February, 2022, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and Moberly Parks and Recreation, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 23000 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 4th, 2022 at approximately 09:30 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

## 1. Firing of Display (check one of the below options):

☒ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

☐ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

## 2. Payment. The Buyer shall pay to the Seller (check one of the below options):

☐ the sum of \$ \_\_\_\_\_ as a down payment upon execution of this Agreement. The balance of \$ \_\_\_\_\_ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

☒ \$ 23000 in full by April 15th (70 days prior to event date).  
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

☐ \$ \_\_\_\_\_ in full by \_\_\_\_\_ (30 days prior to event date).  
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

## 3. Postponement/Cancellation. Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

## 4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of July 5th or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

## 5. Insurance. If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

**6. Buyer agrees to provide:**

- (a)** Sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b)** Protection of the display area by roping off or similar facility.
- (c)** Adequate police protection to prevent spectators from entering display area.
- (d)** Dry, clean sand, if needed, for firing.
- (e)** Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f)** Necessary local permits.

**7.** No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

**8.** It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

**9.** The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

**10. Excluded Damages and Limitation of Liability.** Except for claims covered by Seller's applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

- (a)** In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.
- (b)** In no event shall Seller's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

**11. Choice of Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: \_\_\_\_\_  
J & M Displays, Inc.  
SELLER

BY: \_\_\_\_\_  
BUYER

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.









# J&M Displays Proposal for: City of Moberly MO

## Finales

### 4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
3	Mixed color peony 8 shot finale chain		\$282.00	\$846.00
6	Mixed effect color 8 shot finale chain		\$282.00	\$1,692.00
Category Shell Count: 72				\$2,538.00

### 5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
5	CHANSAN SHELL - Mixed color peony		\$48.00	\$240.00
Category Shell Count: 5				\$240.00
Section Shell Count: 227				

## 8% Free for Early Payment

### 5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Heart Pattern, Red to crackle		\$73.00	\$73.00
Category Shell Count: 1				\$73.00

### Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Glittering Willow comets 100 shot fan		\$199.00	\$398.00
2	Silver tail to variegated coconut chrysanthemum 100 shot		\$350.00	\$700.00
Category Shell Count: 400				\$1,171.00

### 3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Glittering willow waterfall	glitter tail	\$23.70	\$47.40
Category Shell Count: 2				\$1,218.40

### 3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	Gold Strobe	Large Brocade tail	\$41.80	\$83.60
Category Shell Count: 2				\$1,302.00
Section Shell Count: 405				

## 15% Free for Multiple Year Agreement

### 5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Heart Pattern, Red to crackle		\$73.00	\$73.00
Category Shell Count: 1				\$73.00



# J&M Displays Proposal for: City of Moberly MO

## 15% Free for Multiple Year Agreement

### Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
2	Blue tail to golden belt w/red glitter green glitter & white glitter 36 shot		\$199.00	\$398.00
2	Silver Strobe Willow w/Silver Strobe Tail 49 shot		\$199.00	\$398.00
2	Silver tails to Red and silver strobe and blue 100 shot		\$199.00	\$398.00
2	1.5" 35 Shot Fan Shape Thunder Tourbillion w/Red & Blue Mine w/Tail		\$240.00	\$480.00
Category Shell Count: 440				\$1,747.00

### 4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Rainbow crossette		\$44.50	\$89.00
2	Tracer assorted		\$44.50	\$89.00
Category Shell Count: 4				\$1,925.00

### 5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Fancy willow to crackle	crackling tail	\$71.00	\$142.00
2	Lemon dahlia with white strobe to report	gold tail	\$71.00	\$142.00
2	Smiling Time Rain Ring	Silver crackling tail	\$71.00	\$142.00
1	Twitter glitter to red to blue with red strobe pistil		\$71.00	\$71.00
Category Shell Count: 7				\$2,422.00

### 6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue to red to crackling ghost peony		\$148.40	\$148.40
Category Shell Count: 1				\$2,570.40

**Section Shell Count: 453**



## J&M Displays Proposal for: City of Moberly MO

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price:	\$19,173.60
Discount:	\$2,373.60
Subtotal Fireworks:	<b>\$16,800.00</b>
Sales Tax:	
Local Sales Tax:	
Insurance Processing:	\$2,300.00
License and Permit:	\$50.00
Shoot Fee:	\$2,500.00
Delivery:	\$1,150.00
Musical Firing:	
Shoot Cost:	\$200.00
Equipment Rental:	
Barge/Pontoon Fee:	
Total Price of Show:	<b>\$23,000.00</b>

Total Shot Count:	1454
Packing Check:	569
Date of Display:	07/04/22
Customer Number:	10671

### Summary of Free Items Added to Your Show

See Previous Pages for a Listing of Free Items

Free Items are Based on the \$16,800.00 Fireworks Subtotal

\$1,302.00	8% Free for Early Payment
\$2,570.40	15% Free for Multiple Year Agreement
\$3,872.40	Total Free

Total Value of Show is \$29,246.00. Your Price is \$23,000.00

### Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

# City of Moberly

## City Council Agenda Summary

Agenda Number: #8.  
 Department: Police  
 Date: February 22, 2022

**Agenda Item:** A Resolution Accepting The Bid Proposal Of Motorola Solutions, Inc., For The Purchase Of A Motorola 8500 All Band Mobile Radio.

**Summary:** The Police Department received a State Homeland Security Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) Grant in October 2021. We have received authorization to purchase the Motorola 8500 All Band Mobile Radio and have placed the order. Cost is \$ 4,778.60. This is a reimbursement grant, the Moberly Police Department must purchase the approved radio and then submit documentation of the purchase and payment. The Motorola 8500 All Band Radio was specified as one of two acceptable radios for the grant and the Motorola 8500 is a State Bid item.

### Recommended Action

Approve this resolution

**Fund Name:** Capital Improvement Plan

**Account Number:** 100.007.5502

**Available Budget \$:**  
64,628.00

### ATTACHMENTS:

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

#### Council Member

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

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

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

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

Passed    Failed

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

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

**A RESOLUTION ACCEPTING THE BID PROPOSAL OF MOTOROLA SOLUTIONS, INC., FOR THE PURCHASE OF A MOTOROLA 8500 ALL BAND MOBILE RADIO.**

**WHEREAS**, the Moberly Police Department received two reimbursable grants for the purchase of an all ban mobile radio; and

**WHEREAS**, the State of Missouri has negotiated a purchase price of \$4,778.60 with Motorola Solutions, Inc., (“Motorola”) for an 8500 All Band Mobile Radio; and

**WHEREAS**, the Moberly Police Department recommends acceptance of the Motorola bid.

**THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Motorola and authorizes the City Manager or his designee to purchase the specified equipment for the price of \$4,778.60 and further authorizes the City Manager to take such other necessary action to carry out the intent of this Resolution.

**RESOLVED** this 22nd day of February, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



**Motorola Solutions, Inc.**  
500 West Monroe  
Chicago IL 60661  
United States  
**Federal Tax ID: 36-1115800**

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

**Bill To Address**

MOBERLY POLICE DEPARTMENT  
ATTN: Accounts Payable  
300 N CLARK ST  
MOBERLY MO 65270  
United States

**ORIGINAL INVOICE**

#8.

<b>Transaction Number</b> 1187069698	<b>Transaction Date</b> 26-JAN-2022	<b>Transaction Total</b> <b>4,778.60 USD</b>
<b>P.O. Number</b> NTP	<b>P.O. Date</b> 20-JAN-2022	<b>Customer Account No</b> 1036964387
<b>Payment Terms</b> Net Due in 30 Days		<b>Payment Due Date</b> 25-FEB-2022

**IMPORTANT INFORMATION**

**Sales Order(s):** 0958260070003

**For all invoice payment inquiries contact**  
SLT5CTRC@motorolasolutions.com  
Telephone: 800-247-2346  
Fax: +1(631)883-4238

**SPECIAL INSTRUCTIONS / COMMENTS**

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	1	3,091.04	3,091.04
2	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	1	55.65	55.65
3	G66BN	ADD: DASH MOUNT E5	1	73.14	73.14
4	G51AT	ENH:SMARTZONE	1	874.50	874.50
5	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1	176.00	176.00
6	GA05509AA	DEL: DELETE UHF BAND	1	(424.00)	(424.00)
7	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	34.98	34.98

Please detach here and return the bottom portion with your payment

**Payment Coupon**

<b>Transaction Number</b> 1187069698	<b>Customer Account No</b> 1036964387	<b>Payment Due Date</b> 25-FEB-2022	<b>Transaction Total</b> <b>4,778.60 USD</b>	<b>Amount Paid</b>
---	--	--	---	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

MOBERLY POLICE DEPARTMENT  
ATTN: Accounts Payable  
300 N CLARK ST  
MOBERLY MO 65270  
United States

**Payment Transfer Details**

Bank of America, Dallas  
Bank Account No: 3756319806

**Send Payments To:**



Motorola Solutions, Inc.  
13108 Collections Center  
Chicago IL 60693  
United States  
Please provide your remittance details to:  
[US.remittance@motorolasolutions.com](mailto:US.remittance@motorolasolutions.com)





**Motorola Solutions, Inc.**  
500 West Monroe  
Chicago IL 60661  
United States  
**Federal Tax ID: 36-1115800**

<b>ORIGINAL INVOICE</b>			
<b>Transaction Number</b> 1187069698		<b>Transaction Date</b> 26-JAN-2022	<b>Transaction Total</b> <b>4,778.60 USD</b>
<b>P.O. Number</b> NTP		<b>P.O. Date</b> 20-JAN-2022	<b>Customer Account No</b> 1036964387
<b>Payment Terms</b> Net Due in 30 Days			<b>Payment Due Date</b> 25-FEB-2022

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
8	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	300.51	300.51
9	GA01670AA	ADD: APX E5 CONTROL HEAD	1	380.01	380.01
10	W22BA	ADD: STD PALM MICROPHONE APX	1	41.87	41.87
11	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	174.90	174.90
12		THIS IS NOT A SHIPPING INVOICE. IT IS BEING GENERATED PER THE CUSTOMER'S REQUEST.	0	0.00	0.00
13		THANK YOU FOR CHOOSING MOTOROLA SOLUTIONS.	0	0.00	0.00
<b>USD Subtotal</b>					<b>4,778.60</b>
<b>USD Total</b>					<b>4,778.60</b>
<b>USD Amount Due</b>					<b>4,778.60</b>

# City of Moberly

## City Council Agenda Summary

Agenda Number: #9.

Department: Public Utilities

Date: February 22, 2022

**Agenda Item:** A Resolution Accepting A Proposal From Independent Electric For Repair Of Pump And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** The City of Moberly Public Wastewater System contains sewage lift stations to convey collection system flows to Moberly's wastewater treatment plant. One of the three 87 HP KSB pumps at the Northeast Lift Station has failed and requires rebuild in order to return to service. This is a normal operating experience for this type of pumping system. Wastewater staff obtained quotes from different vendor for both repair and replacement of the failed pump.

Vendor	New or Repair	Cost
Independent Electric 225 South Kentucky Sedalia, MO 65301	Repair	\$11,983.57
Vandevanter Engineering 1550 Larkin Williams Rd Fenton, MO 63026	Repair	\$33,537.43
Vandevanter Engineering 1550 Larkin Williams Rd Fenton, MO 63026	New	\$72,532.00 w/installation
Enviro-Line Co. Inc. P.O. BOX 308 Osawatomie, KS 66064	New	\$35,134.00 + Freight

### Recommended

**Action:** Approve the resolution.

**Fund Name:** Lift Station & Lagoon Maintenance

**Account Number:** 301.114.5304

**Available Budget \$:** \$10,107.17 The account has included grease pumping attributable to Swift Foods, which has been reimbursed in a corresponding revenue account.

### ATTACHMENTS:

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

### Roll Call

**Aye** **Nay**

#### Mayor

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

#### Council Member

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

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

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

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

Passed Failed

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

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

**A RESOLUTION ACCEPTING THE BID OF INDEPENDENT ELECTRIC MACHINERY COMPANY TO REPAIR A LIFT STATION PUMP AND AUTHORIZING THE CITY MANAGER TO CONTRACT FOR REPAIRS.**

**WHEREAS**, an 87 horsepower KSB pump has failed at the Northeast Lift Station and must be repaired or replaced; and

**WHEREAS**, city staff requested bids for either repair or replacement of the pump and received two bids for replacement and two bids for repair; and

**WHEREAS**, the bid of Independent Electric Machinery Company was the lowest responsible bid of all bids received in the amount of \$11,983.57.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the bid of Independent Electric Machinery Company in the amount of \$11,983.57 and authorizes the City Manager to contract for said pump repair and to take such other and further action necessary to accomplish the purposes of this Resolution.

**RESOLVED** this 22nd day of February, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



# Sedalia Division

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

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

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

Attn

cc

Phone:

Fax:

## Quote

#9.

Quote Number

SE-RRE1556

Job Number

SE-R2184

### Customer Information

CITY OF MOBERLY

### Ship To Information

0-7 SEDALIA GENERAL ACCT

Quote Date: 1/27/2022

Customer ID: 100007

Quoted By: Michael Randall

RFQ #:

Salesperson: SE 70

Terms: COD

### Quote Information

Ship Via:

**Reason For Work:** Motor was aksed to be quoted for repair. Motor is not in our shop

**Cause of Failure:** build up on lower seal caused seal failure allowing product in oil housng. seal seperation allowed all the oil to leak out. there was also a blown stator lead causing the pump to megger grounded. there is plenty of lead left to rewire.

**Required Work:** -MINOR PUMP REPAIR, STEAM CLEAN / DISINFECT UNIT, DISASSEMBLE UNIT, BATCH CLEAN PARTS, HAND CLEAN / DETAIL PARTS, STEAM CLEAN AND BAKE WINDING, SURGE TEST WINDINGS, GROWL TEST ROTOR, INSPECT POWER / SENSOR CORD, INSPECT / CHECK MACHINE FITS, POLISH SHAFT, FURNISH AND INSTALL BEARINGS, FURNISH AND INSTALL MECHNICAL SEALS, FURNISH AND INSTALL ORINGS, FURNISH AND INSTALL GASKETS, REASSEMBLE, PRESSURE TEST @ 7 PSI, TEST RUN UNIT (NO LOAD), PAINT UNIT  
-Replace / Reinsulate Leads  
-Furnish and Install New Oil / Lip Seal/s  
-Furnish and Install New Casing Wear Ring/s  
-Furnish and Install New Power and Control Cable  
All repairs will be in accordance with the ANSI/EASA Standard AR100-2020 recommended practice for the repair of rotating electrical apparatus.

**Comments:** DOESN'T INCLUDE MACHINE WORK OR REWIND WASN'T INCLUDED IN THE INSPECTION REPORT. OTHER PARTS NOT NAMED IN INSPECTION REPORT ARE NOT INCLUDED IN THE REPAIR. PARTS ARE 3-5 WEEK LEAD TIME. PUMP WAS ALREADY TORNDOWN BY ANOTHER VENDER.

Pick Up On

Lead Time

Total Price

Work Based on Straight Time:

5-7 WEEKS

\$11,983.57

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.

We Are not Responsible For Items Left Over 90 Days.

Quote is valid for 30 days.

SIGNATURE:

DATE:

PRINT NAME:

PO# (If not yet issued)

# City of Moberly

## City Council Agenda Summary

Agenda Number: #10.  
 Department: Public Utilities  
 Date: February 22, 2022

**Agenda Item:** A Resolution Approving A Scope Of Services Agreement With BARR Engineering For Professional Services.

**Summary:** The City of Moberly regulates Moberly stormwater management through a series of city ordinances. As part of an effort to partner with citizens during new and proposed developments, the Utilities Department gathers data necessary for maintaining and improving Moberly's stormwater infrastructure. Barr Engineering is proposing to perform evaluation, data collection, stormwater modeling and supply an opinion of probable construction cost for property proposed for stormwater detention in the north end of Dameron Street, known as the Dameron Street BMP area.

### Recommended

**Action:** Approve the resolution.

**Fund Name:** Public Utilities Operations—Stormwater Department

**Account Number:** 301.115.5406

**Available Budget \$:** To be transferred from operating reserve fund.

### ATTACHMENTS:

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

### Roll Call

**Aye**

**Nay**

### Mayor

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

### Council Member

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

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

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

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

Passed      Failed

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER AGREEMENT WITH BARR ENGINEERING COMPANY TO PREPARE A SCOPE OF WORK FOR THE DAMERON STREET STORMWATER DETENTION STRUCTURE.**

**WHEREAS**, city staff has identified the need for stormwater detention in the north end of Dameron Street which will require assistance from an engineering company to design a detention structure; and

**WHEREAS**, the city has previously worked with Barr Engineering Company (“Barr”) and knows them to be highly proficient and knowledgeable in this area of expertise; and

**WHEREAS**, Barr has proposed the attached Letter Agreement to perform evaluation, data collection, stormwater modeling and to provide an opinion of probable costs for the project at a cost not to exceed \$10,000.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Letter Agreement and take such other and further actions as may be required to complete the agreement with Barr Engineering Services.

**RESOLVED** this 22nd day of February, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



January 21, 2022

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

**Re: Scope of Work for Dameron Street BMP Sizing and Engineer's Opinion of Probable Construction Cost**

Dear Mr. Ulmer:

Thank you for the opportunity to provide this scope and budget for the professional services needed to complete the work identified below for the City of Moberly (City). We are grateful for the opportunity to work with you on this project. We consider our Barr team members to be an extension of your staff and we look forward to serving you.

## **Scope of Work**

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

### **1.0 Evaluate Stormwater BMP Sizing**

Evaluation of the size of the Dameron Street proposed stormwater detention basin includes the following tasks to ensure the project is designed to meet the City's goals and allows the City to provide input and feedback at regular intervals in the process. These tasks are described below.

#### **Task 1.1 – Kick-off Meeting and Regular Project Meetings**

A kick-off meeting will be held with the City and Barr staff to discuss the overall project, intermediate deadlines, and deliverables for each deadline. The meeting will also provide an opportunity to define initial roles to be filled by City staff and Barr staff.

This task assumes up to three project meetings with City staff to review progress, address questions, and discuss outstanding issues.

#### **Task 1.2 – Site Survey and Data Collection**

It is assumed that City staff will collect and/or provide all necessary survey data within the project parcel and relevant drainage area(s). Publicly available data will be used when available. No additional surveying or data collection will be completed by Barr staff.

Data and information needed for this project include:

- Site plan for the Self Storage proposed development
- General topographic survey of the project area
- Topographic information for the entire drainage area to the project site
- NRCS SSURGO soil types for the entire drainage area to the project site

- Location of all existing storm sewer on and near the site
- Size and locations of culverts or drains from the private railroad property on the north side

It is assumed that detailed storm sewer information surrounding the site will be provided by the City as part of this task.

### **Task 1.3 – Stormwater Modeling**

Hydrologic and hydraulic modeling will be conducted to inform the design. The model will be used to estimate volume and flows to the proposed basin from off-site areas and within the parcel under proposed development conditions. Model results will be used to size the proposed basin so that the design will minimize potential impacts to downstream and adjacent properties.

## **2.0 Engineer's Opinion of Probable Construction Cost**

Barr will provide a Class 5 (0-2% design completion per ASTM E 2516-06) cost estimate for construction of the basin. Design, permitting, and operation and maintenance costs are not included.

### **Assumptions**

Barr has made several assumptions on the scope of work items in this agreement. Assumptions relating to individual work tasks are listed above in the task descriptions. Additional assumptions that do not correspond with a single work task are listed below:

- The Self Storage site plan provided by the City on January 7, 2022 will inform the BMP design.
- NRCS SSURGO soil data will be used to determine soil types and characteristics.
- Design drawings for construction are excluded from this scope of work.
- Meetings with the City will last approximately 1 hour and will be held virtually via Microsoft Teams.

### **Deliverables**

The following deliverables will be prepared and provided to the City:

- Technical memorandum that includes calculations, assumptions, and sizing of the basin; and
- Engineer's opinion of probable cost for construction of the basin.

### **Budget and Schedule**

Moberly will be invoiced on a time-and-materials basis for the scope of work described above. The total amount to conduct the work is \$10,000. This total budget amount will not be exceeded, without prior approval from the City.

### Budget Table

Task	Estimated Cost
Evaluate Stormwater BMP Sizing	\$6,000
Engineer's Opinion of Probable Construction Cost	\$2,000
Technical Memorandum	\$2,000
<b>TOTAL</b>	<b>\$10,000</b>

### Schedule

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

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

Sincerely,



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



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

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2021  
Dana Ulmer, City of Moberly, Missouri

By \_\_\_\_\_  
Dana Ulmer  
Its Director of Public Utilities

# City of Moberly

## City Council Agenda Summary

Agenda Number: #11.  
 Department: Comm. Dev.  
 Date: February 22, 2022

**Agenda Item:** A Resolution Approving And Accepting The Final Plat For Eagle Tree Ridge Subdivision.

**Summary:** The Planning & Zoning Commission recommended approval for the request of the final plat on the Eagle Tree Ridge Subdivision. Attached is a copy of the staff report, application, a map of the property and revised photos of the duplexes.

**Recommended**

**Action:** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**A RESOLUTION APPROVING AND ACCEPTING THE FINAL PLAT FOR EAGLE TREE RIDGE SUBDIVISION.**

**Whereas**, a final plat for Eagle Tree Ridge Subdivision has been filed with the Community Development Director and reviewed by the Planning and Zoning Commission; and

**Whereas**, the City Planning and Zoning Commission took action on the final plat on January 31, 2022 and recommends approval of the plat; and

**Whereas**, the City Council has reviewed the final plat and the Planning and Zoning Commission's recommendation and finds that the final plat meets the requirements of the city code and that the final plat is in substantial compliance with the approved preliminary plat.

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

**SECTION ONE:** That the Eagle Tree Ridge Subdivision Final Plat is hereby approved.

**SECTION TWO:** That the City hereby accepts all dedications of right-of-way, easements and other property within said final plat.

**SECTION THREE:** That the Mayor and City Clerk are hereby authorized to execute the final plat and the applicant shall record the final plat with the Randolph County Recorder of Deeds.

**SECTION FOUR:** This resolution shall take immediate effect upon passage by the city council.

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 22nd day of February, 2022.

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

**ATTEST:**

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

CITY OF MOBERLY, MISSOURI  
PROCEDURES MANUAL

CITY OF MOBERLY, MISSOURI  
FINAL DEVELOPMENT PLAN APPLICATION

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

For Office Use Only

Deposit: \_\_\_\_\_  
Date Filed: \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_

*(A Final Development Plan application does not need to be submitted if the Final Development Plan is submitted in conjunction with a Final Plat application)*

**APPLICANT INFORMATION:**

Applicant: Keenan Simon (Simon & Struempff Engineering) Phone: 573-268-2068

Address: 210 PARK AVE. COOLUMBIA, MO Zip: 65203

Owner: ADAIR HATHAWAY Phone: 573-721-5337

Address: 21234 MONROE RD. 870 PARIS, MO Zip: 65275

**PROPERTY INFORMATION:**

Name of Planned Development: EAGLE TREE RIDGE SUBDIVISION

Street Address or General Location of Development: NORTH EAST OF S. MORLEY ST. & E. URBANDALE DR.

Name of Person who prepared the Final Development Plan: KEVIN SCHWEIKERT

Property is Located In (Legal Description) (If additional space is needed, please attach on additional sheet):

**SEE ATTACHED.**

Date of Preliminary Development Plan Approval: 12/20/2021

The Lots or Portion of the approved Preliminary Development Plan that this application applies to: ALL

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

**CITY OF MOBERLY, MISSOURI**  
**PRELIMINARY AND FINAL DEVELOPMENT PLAN CHECKLIST**

Return Form To:

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

For Office Use Only:

Subdivision No.: \_\_\_\_\_  
Date Filed: \_\_\_\_\_  
Date of Meeting: \_\_\_\_\_  
Filing Fee: \_\_\_\_\_  
Deposit: \_\_\_\_\_

1. Name of Project: Eagle Tree Ridge Subdivision
2. Location of Project: S Morley St + Urbandale Dr (State Route M)
3. Name of Owner: Adair Hathaway
4. Name of Person who prepared the Site Plan: Kevin Schweikert Brush and Associates, Inc.
5. Instructions:

The following checklist is to be completed by the Zoning Administrator, or the city's planning consultant, and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The development plan shall include the following data, details and supporting information which are found to be relevant to the proposal. All development plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

Does the Development Plan comply with or show the following?

- |   | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| A. Name of the project, address, boundaries, date, north arrow and scale of the plan.   | <u>✓</u>   | _____     |
| B. Name and address of the owner of record, developer, and seal of the engineer, architect or landscape architect.  | <u>✓</u>   | _____     |
| C. Name and address of all owners of record of abutting parcels.  | <u>✓</u>   | _____     |
| D. All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures.   | <u>✓</u>   | _____     |
| E. The location and use of all existing and proposed buildings and structures within the development, including all dimensions of height and floor area, show all exterior entrances and all anticipated future additions and alterations, and typical elevations and building materials. | <u>✓</u>   | _____     |

Residential Subdivision  
1 pair of duplexes submitted



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

- |  | <u>Yes</u>            | <u>No</u>     |
|--|-----------------------|---------------|
| F. The location of all present and proposed public and private ways, driveways, sidewalks, ramps, curbs and fences. Location type and screening details for all waste disposal containers shall also be shown.   | <u>✓</u>              | <u>      </u> |
| G. The location of required parking areas including parking stalls, setbacks and loading and service areas.  | <u>Not Applicable</u> | <u>      </u> |
| H. The location, height, intensity, and bulb type (e.g., fluorescent, sodium incandescent) of all external lighting fixtures. The direction of illumination and methods to eliminate glare onto adjoining properties.  | <u>      </u>         | <u>      </u> |
| I. The location, height, size, materials, and design of all proposed signage. <i>None proposed</i>   | <u>      </u>         | <u>      </u> |
| J. A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas. | <u>✓</u>              | <u>      </u> |
| K. If required, a landscape plan in accordance with the provisions of the Moberly Zoning Regulations.  | <u>✓</u>              | <u>      </u> |
| L. The location of all existing and proposed utility systems including:  |                       |               |
| 1. Sewer lines and manholes; <i>Final to be included in Construction Docs</i>  | <u>✓</u>              | <u>      </u> |
| 2. Water lines and fire hydrants;  | <u>✓</u>              | <u>      </u> |
| 3. Telephone, cable and electrical systems; and <i>?</i>   | <u>      </u>         | <u>      </u> |
| 4. Storm drainage system including existing and proposed drain lines, culverts, catch basins, head walls, end walls, hydrants, manholes, and drainage swells.  | <u>✓</u>              | <u>      </u> |
| M. Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable. <i>SWPPP Submitted</i>                                    | <u>✓</u>              | <u>      </u> |

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

- |   | <u>Yes</u>                          | <u>No</u>                |
|---|-------------------------------------|--------------------------|
| N. Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. No building shall be located in the 100-year flood plain.                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| O. Existing and proposed zoning district boundaries adjacent to the sites perimeter shall be drawn and identified on the plan.  | <input type="checkbox"/>            | <input type="checkbox"/> |
| P. Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. <span style="float: right; margin-right: 50px;"><i>See Area map vicinity</i></span>                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Q. The Zoning Administrator may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:  |                                     |                          |
| 1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels.  |                                     |                          |
| 2. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and   |                                     |                          |
| 3. The impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.                               |                                     |                          |
| R. The following items when said items are applicable:  |                                     |                          |
| (1) Net area -- _____ square feet or <u>16</u> acres.<br>(Note: Net area does not include land dedicated or necessary to be dedicated for public street right-of-way. If more than one parcel is proposed, designate net area by parcel as well as total net area.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (2) Density shall not exceed _____ dwelling units per acre or a total of <u>98</u> dwelling units for the entire plan. No parcel or unit of the plan shall exceed a density of _____ units per acre for the individual parcel by more than 20%.                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (3) Building coverage shall not exceed <u>40%</u> of the net area of the Planned Development by <u>individual parcel</u> or total development.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

- |     |  | <u>Yes</u>                          | <u>No</u>                |
|-----|--|-------------------------------------|--------------------------|
| (4) | A minimum of <u>5</u> % of the development plan shall be provided for common open space as defined by this regulation. (Note: Normally, this figure should be approximately 50%). <span style="float: right; color: blue;">Around Detention Basin</span>   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (5) | A minimum of 50% of the recreational facilities shall be constructed prior to the development of one-half of the project, and all recreational facilities shall be constructed by the time the project is 75% developed. <span style="float: right; color: blue;">Around Detention Basin</span>                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (6) | If more than one parcel is proposed, a statement relating to the sequence of development shall be included. <span style="float: right; color: blue;">NA</span>   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (7) | Required number of off-street parking spaces.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (8) | Gross floor area proposed: _____ square feet. (Commercial "PD" only.) <span style="float: right; color: blue;">NA</span>   | <input type="checkbox"/>            | <input type="checkbox"/> |
| (9) | All proposed land uses listed by area or parcel. <span style="float: right; color: blue;">NA</span>  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| S.  | A statement or adequate drawings describing the manner for disposal of sanitary waste and storm water.   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| T.  | The full legal description of the boundaries of the property or properties to be included in the Planned Development.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| U.  | A vicinity map showing the general arrangement of streets within an area of 185 feet from the boundaries of the proposed development if within the City of Moberly or 1,000 feet from the boundaries of the proposed development if in the Growth Area.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| V.  | A description, rendering or drawing of the general characteristics of the proposed buildings.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| W.  | Evidence that the applicant has sufficient control over the tract to effectuate the proposed plan, including a statement of all the ownership and beneficial interests in the tract of land and the proposed development.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| X.  | A statement describing the provision that is to be made for the care and maintenance for any proposed open space or recreational facilities. <span style="float: right; color: blue;">?</span>   | <input type="checkbox"/>            | <input type="checkbox"/> |
| Y.  | Copies of proposed articles of incorporation and bylaws of any entity that is to own and/or maintain any proposed common space, or recreational facilities unless said common space or recreational facility is to be owned and/or maintained by a governmental authority. <span style="float: right; color: blue;">?</span> | <input type="checkbox"/>            | <input type="checkbox"/> |

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CITY OF MOBERLY, MISSOURI  
PROCEDURES MANUAL

- |   | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| Z. Copies of any restrictive covenants that are to be recorded with respect to property included in the planned development district. ?   | _____      | _____     |
| AA. A schedule showing the proposed time and sequence within which the applications for final approval of all sections of the Planned Development are intended to be filed if the Planned Development calls for construction in units over a period of years. ? | _____      | _____     |



## Memorandum

**To:** Planning and Zoning Commission

**From:** Planning Staff

**Subject:** Agenda item 1, Eagle Tree Ridge Subdivision – Final Plat

**Meeting:** January 31, 2022

### Public Hearing to consider:

Public Hearing for a request submitted by Keenan Simon of Simon & Struempff Engineering on behalf of Adair Hathaway for Final Plat for the 1700 block of S. Morley and 600 block of E. Urbandale for a proposed subdivision Eagle Tree Ridge Subdivision This property is currently zoned B-3 (General Commercial District) along S Morley and R-3 PD (Multi-Family Planned Development).

### Comments:

The proposed site is bordered by B-3 general commercial district to the North, West, And South. With a R-1 single family residence to the East.

The property is two tracts of ground, the S. Morley tract is 11 acres and the East Urbandale tract is 5 acres for a total of 16 acres in total development. The proposed layout would have 51 parcels ranging in size from 7000 square feet up to 17000 square feet with 49 duplexes around 2600 square feet in size. The remaining two lots along S Morley are retaining B-3 General Commercial District zoning for development.

Construction documents have been received and are under review. The Final Plat has been reviewed by staff and corrections and adjustments were agreed upon with respect to street names, location of looping water lines, all appropriate sewer and storm water easements included.

### City staff:

Final Plat has been reviewed and conforms to the preliminary plat as well as recommendations that were given based on previous review. The final plat also conforms to the variances that were presented and approved as a component of the planned development that was approved with the zoning change in November/December. Staff recommends moving ahead with plat process.

Construction plans will be finalized and in conformance with city requirements prior to the developer beginning construction.

A final plat approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

Respectfully Submitted



# EAGLE TREE RIDGE SUBDIVISION

## FINAL PLAT

SUBMITTAL DATE: JANUARY 10, 2022

SITE LOCATION MAP  
NOT TO SCALE



KNOW ALL MEN BY THESE PRESENTS:  
THAT, \_\_\_\_\_ IS THE SOLE OWNER OF THE ABOVE DESCRIBED TRACT AND HAS CAUSED SAID TRACT TO BE SURVEYED,  
SUBDIVIDED AND PLATTED AS SHOWN ON THE PLAT. STREET RIGHT OF WAY FOR EAGLE STREET, PREY COURT, SOARING COURT AND  
TALON STREET AND ALL THE EASEMENTS AS SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO THE CITY OF MOBERLY FOR  
PUBLIC USE FOREVER.

BY: \_\_\_\_\_

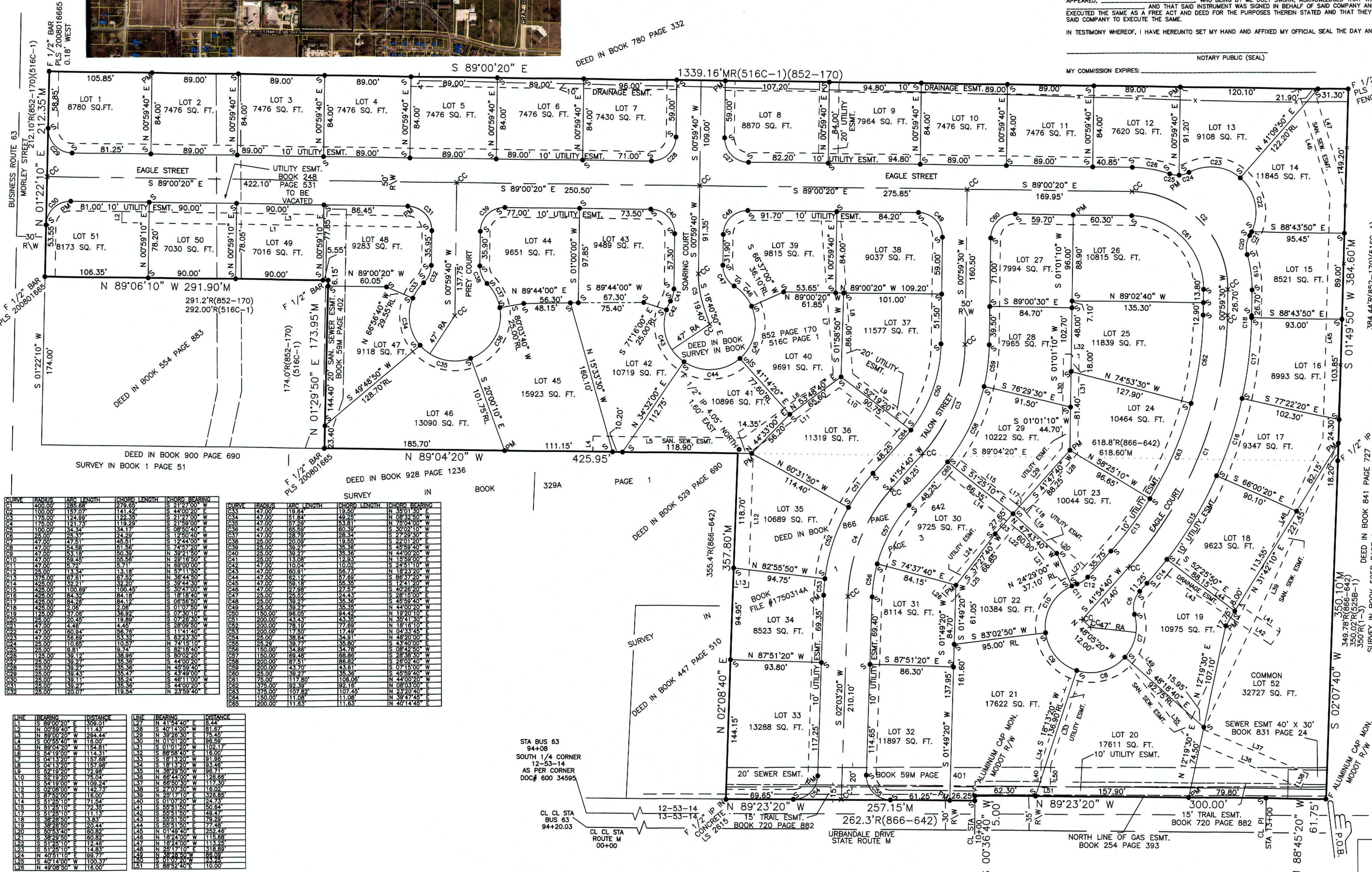
STATE OF MISSOURI }  
COUNTY OF RANDOLPH } SS.  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR 2022, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY  
APPEARED, \_\_\_\_\_ WHO BEING BY ME DULY SWORN, ACKNOWLEDGED THAT THEY ARE MEMBER(S) OF  
\_\_\_\_\_ AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID COMPANY AND FURTHER ACKNOWLEDGED THAT THEY  
EXECUTED THE SAME AS A FREE ACT AND DEED FOR THE PURPOSES THEREIN STATED AND THAT THEY HAVE BEEN GRANTED THE AUTHORITY BY  
SAID COMPANY TO EXECUTE THE SAME.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES: \_\_\_\_\_

SCALE 1"=50'  
0 25 50 100



- LEGEND:
- F FOUND
  - S SET 5/8" ROD WITH CAP LC 321
  - PM SET 5/8" ROD WITH ALUMINUM CAP LC 321
  - CC UNLESS OTHERWISE NOTED
  - R CUT CROSS WITH DRILL HOLE
  - M RECORD DIMENSION AS PER SURVEY IN
  - L BOOK 4569 PAGE 111
  - CH MEASURED
  - RA ARC LENGTH
  - X CHORD
  - R/W RADIUS
  - P.O.B. POINT OF BEGINNING
  - CL CENTER LINE
  - ST HIGHWAY STATION
  - RA RADIAL LINE
  - SEW SANITARY
  - ESMT SEWER EASEMENT

DATE: JANUARY 6, 2022  
SURVEY FOR: ADAIR HATHAWAY  
THIS SURVEY CONFORMS TO TYPE URBAN  
ACCURACY STANDARD 2 CSR 90-60.040  
REFERENCE BEARING:  
GRID NORTH AS PER GPS OBSERVATION USING THE  
MODOT NETWORK.  
1.) EASEMENTS ARE SHOWN AS PER FIRST  
AMERICAN TITLE INSURANCE COMPANY  
COMMITMENT NUMBER 10072106-1ST DATED  
OCTOBER 4, 2021.  
2.) THIS TRACT IS LOCATED WITHIN ZONE X  
UNSHADED. AREAS DETERMINED TO BE  
OUTSIDE THE 1% ANNUAL CHANCE FLOOD  
PLAIN AS SHOWN BY THE FEMA FLOOD  
INSURANCE RATE MAP 29175C0170C DATED  
MAY 1, 2020.

THE RESULTS OF THIS SURVEY ARE AS SHOWN ON THE PLAT.  
I HEREBY CERTIFY THAT THE ABOVE DESCRIBED TRACT WAS  
SURVEYED UNDER MY DIRECTION AND SUBDIVIDED AS SHOWN  
ON THE ATTACHED PLAT IN ACCORDANCE WITH THE CURRENT  
MISSOURI STANDARDS FOR PROPERTY BOUNDARY  
SURVEYS.

SURVEY AND PLAT BY:  
BRUSH & ASSOCIATES, INC. LC 321  
506 NICHOLS STREET SUITE A  
COLUMBIA, MO. 65201  
573-442-3110  
WWW.BRUSHENGINSURV.COM  
KEVIN M. SCHWEIKERT PLS 2013020068

SUBSCRIBED AND SWORN  
TO BEFORE ME, A NOTARY PUBLIC  
IN AND FOR BOONE COUNTY,  
MISSOURI THIS 10th DAY  
OF January, 2022.  
GABRIELLE ELYSE SCHWEIKERT  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
JUNE 30, 2025

EAGLE TREE RIDGE  
SUBDIVISION  
LOCATED IN THE SOUTHEAST QUARTER  
SECTION 12, TOWNSHIP 53 NORTH, RANGE 14 WEST, CITY OF  
MOBERLY, RANDOLPH COUNTY, MISSOURI

BRUSH AND  
ASSOCIATES, INC.  
LAND SURVEYORS  
506 NICHOLS STREET, SUITE A  
COLUMBIA, MISSOURI 65201  
PHONE: (573) 442-3110  
FAX: (573) 442-4851  
WWW.BRUSHENGINSURV.COM  
PLSC 321

KEVIN M. SCHWEIKERT  
PLS 2013020068  
DATE: January 10, 2022

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	400.00	285.88	279.85	S 21°27'00" W
C2	100.00	157.07	141.42	S 44°30'20" W
C3	175.00	124.89	119.29	S 21°27'00" W
C4	175.00	124.89	119.29	S 21°27'00" W
C5	100.00	157.07	141.42	S 44°30'20" W
C6	400.00	285.88	279.85	S 21°27'00" W
C7	470.00	327.51	317.17	S 21°27'00" W
C8	470.00	327.51	317.17	S 21°27'00" W
C9	470.00	327.51	317.17	S 21°27'00" W
C10	470.00	327.51	317.17	S 21°27'00" W
C11	470.00	327.51	317.17	S 21°27'00" W
C12	470.00	327.51	317.17	S 21°27'00" W
C13	470.00	327.51	317.17	S 21°27'00" W
C14	470.00	327.51	317.17	S 21°27'00" W
C15	470.00	327.51	317.17	S 21°27'00" W
C16	470.00	327.51	317.17	S 21°27'00" W
C17	470.00	327.51	317.17	S 21°27'00" W
C18	470.00	327.51	317.17	S 21°27'00" W
C19	470.00	327.51	317.17	S 21°27'00" W
C20	470.00	327.51	317.17	S 21°27'00" W
C21	470.00	327.51	317.17	S 21°27'00" W
C22	470.00	327.51	317.17	S 21°27'00" W
C23	470.00	327.51	317.17	S 21°27'00" W
C24	470.00	327.51	317.17	S 21°27'00" W
C25	470.00	327.51	317.17	S 21°27'00" W
C26	470.00	327.51	317.17	S 21°27'00" W
C27	470.00	327.51	317.17	S 21°27'00" W
C28	470.00	327.51	317.17	S 21°27'00" W
C29	470.00	327.51	317.17	S 21°27'00" W
C30	470.00	327.51	317.17	S 21°27'00" W
C31	470.00	327.51	317.17	S 21°27'00" W
C32	470.00	327.51	317.17	S 21°27'00" W
C33	470.00	327.51	317.17	S 21°27'00" W
C34	470.00	327.51	317.17	S 21°27'00" W
C35	470.00	327.51	317.17	S 21°27'00" W
C36	470.00	327.51	317.17	S 21°27'00" W
C37	470.00	327.51	317.17	S 21°27'00" W
C38	470.00	327.51	317.17	S 21°27'00" W
C39	470.00	327.51	317.17	S 21°27'00" W
C40	470.00	327.51	317.17	S 21°27'00" W
C41	470.00	327.51	317.17	S 21°27'00" W
C42	470.00	327.51	317.17	S 21°27'00" W
C43	470.00	327.51	317.17	S 21°27'00" W
C44	470.00	327.51	317.17	S 21°27'00" W
C45	470.00	327.51	317.17	S 21°27'00" W
C46	470.00	327.51	317.17	S 21°27'00" W
C47	470.00	327.51	317.17	S 21°27'00" W
C48	470.00	327.51	317.17	S 21°27'00" W
C49	470.00	327.51	317.17	S 21°27'00" W
C50	470.00	327.51	317.17	S 21°27'00" W
C51	470.00	327.51	317.17	S 21°27'00" W
C52	470.00	327.51	317.17	S 21°27'00" W
C53	470.00	327.51	317.17	S 21°27'00" W
C54	470.00	327.51	317.17	S 21°27'00" W
C55	470.00	327.51	317.17	S 21°27'00" W
C56	470.00	327.51	317.17	S 21°27'00" W
C57	470.00	327.51	317.17	S 21°27'00" W
C58	470.00	327.51	317.17	S 21°27'00" W
C59	470.00	327.51	317.17	S 21°27'00" W
C60	470.00	327.51	317.17	S 21°27'00" W
C61	470.00	327.51	317.17	S 21°27'00" W
C62	470.00	327.51	317.17	S 21°27'00" W
C63	470.00	327.51	317.17	S 21°27'00" W
C64	470.00	327.51	317.17	S 21°27'00" W
C65	470.00	327.51	317.17	S 21°27'00" W

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 89°00'20" E	506.01	L27	S 41°54'40" E	8.44
L2	N 00°59'40" E	11.43	L28	S 40°14'00" E	81.67
L3	S 89°00'20" E	294.44	L29	N 39°26'30" E	75.45
L4	S 00°59'40" E	16.00	L30	N 01°01'20" E	86.59
L5	S 89°00'20" E	154.81	L31	S 01°01'20" E	102.17
L6	S 00°59'40" E	114.31	L32	S 88°58'40" E	16.00
L7	S 89°00'20" E	157.88	L33	S 18°13'20" E	81.96
L8	S 00°59'40" E	122.88	L34	S 81°13'20" E	93.46
L9	S 89°00'20" E	157.88	L35	N 38°29'50" E	96.71
L10	S 00°59'40" E	75.04	L36	N 68°44'00" E	126.66
L11	S 89°00'20" E	109.24	L37	S 69°50'30" E	101.30
L12	S 00°59'40" E	142.73	L38	S 27°01'30" E	16.02
L13	S 89°00'20" E	16.00	L39	N 25°11'00" E	328.85
L14	S 00°59'40" E	71.94	L40	N 01°00'20" E	24.24
L15	S 89°00'20" E	111.13	L41	S 58°51'50" E	50.84
L16	S 00°59'40" E	33.83	L42	S 55°51'50" E	49.47
L17	S 89°00'20" E	80.82	L43	S 56°51'50" E	50.29
L18	S 00°59'40" E	20.44	L44	S 55°51'50" E	77.48
L19	S 89°00'20" E	80.82	L45	N 01°49'40" E	255.48
L20	S 00°59'40" E	12.44	L46	N 18°24'00" E	1.68
L21	S 89°00'20" E	14.83	L47	S 24°10'00" E	113.25
L22	S 00°59'40" E	89.77	L48	N 25°17'10" E	318.89
L23	S 89°00'20" E	100.37	L49	S 01°48'50" E	86.98
L24	S 00°59'40" E	16.00	L50	S 01°48'50" E	86.98
L25	S 89°00'20" E	10.00	L51	S 88°52'40" E	10.00

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022 BY THE  
PLANNING AND ZONING COMMISSION OF MOBERLY, MISSOURI.

CHAIR PERSON \_\_\_\_\_

SHANNON HANCE CITY CLERK

DESCRIPTION  
A TRACT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 53 NORTH, RANGE 14 WEST, CITY OF MOBERLY, RANDOLPH COUNTY, MISSOURI, AND BEING THE TRACT DESCRIBED BY THE DEED IN BOOK 852 PAGE 170 AND THE TRACT DESCRIBED BY THE DEED IN BOOK 866 PAGE 642 BOTH OF THE RANDOLPH COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF THE TRACT DESCRIBED BY SAID DEED IN BOOK 866 PAGE 642 ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE M ALSO KNOWN AS URBANDALE ROAD; THENCE WITH SAID NORTH RIGHT-OF-WAY LINE AND WITH THE LINES OF THE TRACT DESCRIBED BY SAID DEED IN BOOK 866 PAGE 642 N 87°51'20" W, 61.75 FEET; THENCE N 87°23'20" W, 257.15 FEET TO A POINT ON THE EAST LINE OF THE TRACT DESCRIBED BY THE DEED IN BOOK 447 PAGE 510 OF THE RANDOLPH COUNTY RECORDS; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE AND WITH THE LINES OF THE TRACT DESCRIBED BY SAID DEED IN BOOK 447 PAGE 510 AND WITH THE LINES OF THE TRACT DESCRIBED BY THE DEED IN BOOK 529 PAGE 690 OF THE RANDOLPH COUNTY RECORDS N 02°08'40" E, 357.80 FEET TO THE NORTHEAST CORNER OF THE TRACT DESCRIBED BY SAID DEED IN BOOK 529 PAGE 690 ALSO BEING A POINT ON THE SOUTH LINE OF THE TRACT SHOWN BY THE SURVEY IN BOOK 516C PAGE 1 OF THE RANDOLPH COUNTY RECORDS; THENCE LEAVING SAID EAST LINE AND WITH THE SOUTH LINE OF THE TRACT SHOWN BY SAID SURVEY IN BOOK 516C PAGE 1 ALSO BEING THE NORTH LINE OF THE TRACT DESCRIBED BY SAID DEED IN BOOK 529 PAGE 690 AND THE TRACT DESCRIBED BY THE DEED IN BOOK 928 PAGE 1236 OF THE RANDOLPH COUNTY RECORDS N 89°04'20" W, 425.95 FEET TO THE SOUTHEAST CORNER OF THE TRACT DESCRIBED BY THE DEED IN BOOK 554 PAGE 883 OF THE RANDOLPH COUNTY RECORDS; THENCE LEAVING THE NORTH LINE OF THE TRACT DESCRIBED BY SAID DEED IN BOOK 529 PAGE 690 AND THE TRACT DESCRIBED BY SAID DEED IN BOOK 841 PAGE 727 ALSO BEING A POINT ON THE WEST LINE OF THE TRACT SHOWN BY THE SURVEY IN BOOK 525B PAGE 1 BOTH OF THE RANDOLPH COUNTY RECORDS; THENCE WITH THE WEST LINE OF THE TRACT DESCRIBED BY SAID DEED IN BOOK 841 PAGE 727 AND THE TRACT SHOWN BY SAID SURVEY IN BOOK 525B PAGE 1 S 01°49'50" W, 384.60 FEET; THENCE S 02°07'40" W, 350.10 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE M ALSO KNOWN AS URBANDALE ROAD THE POINT OF BEGINNING AND CONTAINING 15.68 ACRES.



# Moberly, MO

#11.



## Legend

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

1 in. = 194ft.



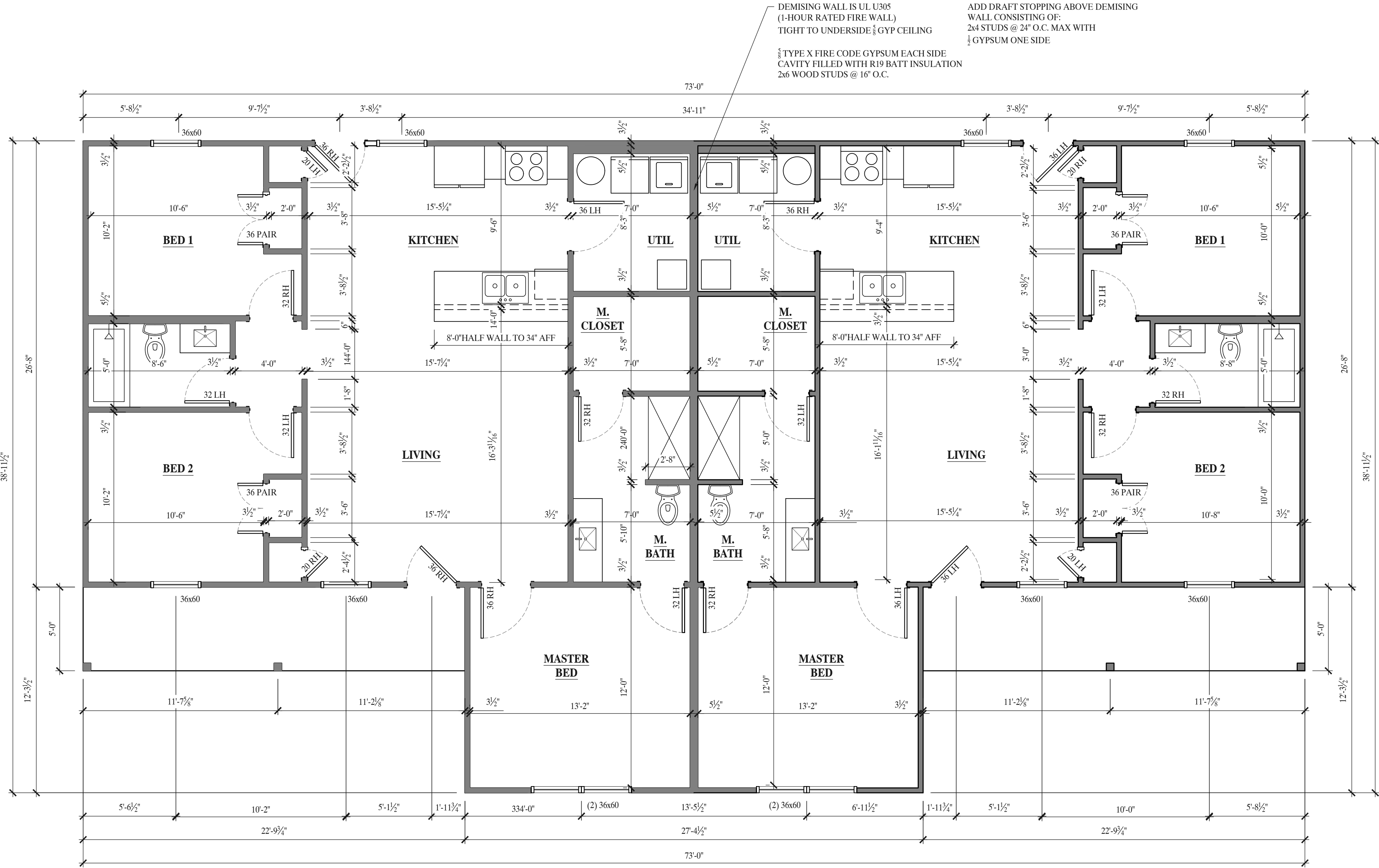
387.8 0 193.92 387.8 Feet

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

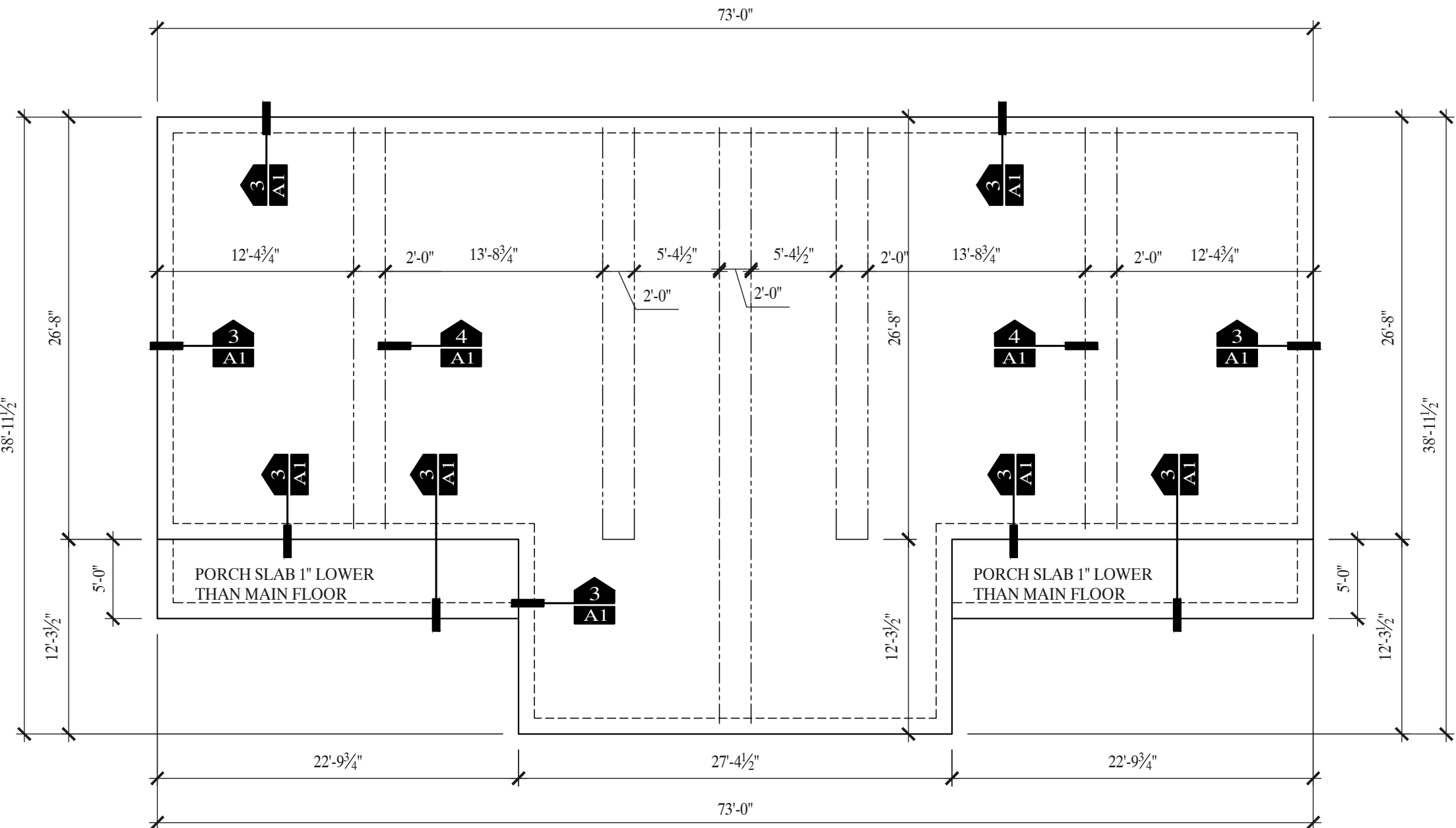
THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes

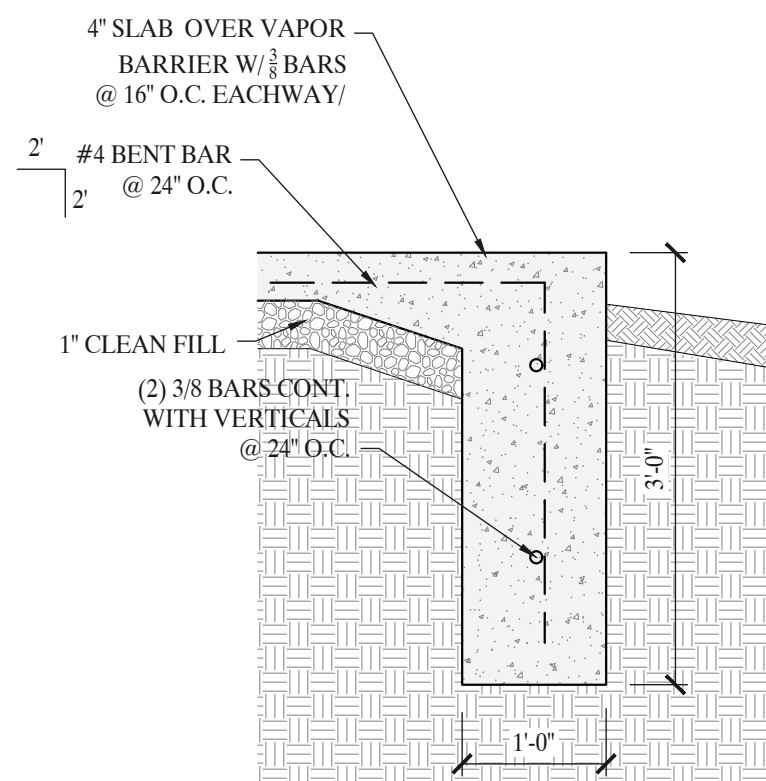




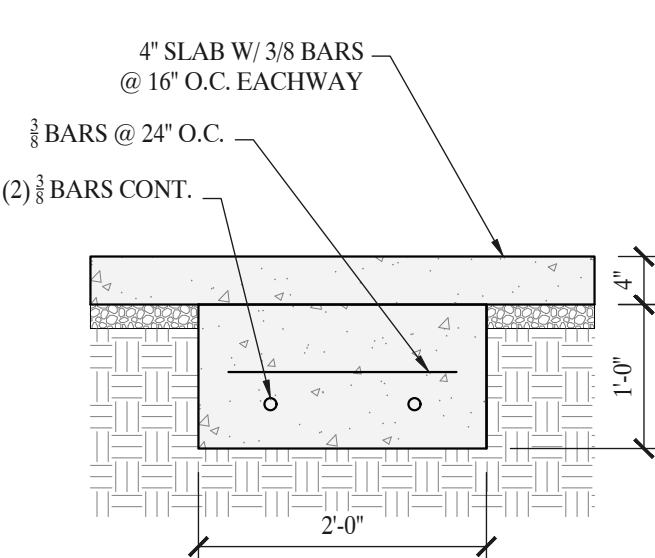
**1**  
**A1** FLOOR PLAN 1,142 SF EACH SIDE  
SCALE: 1/4"= 1'-0"



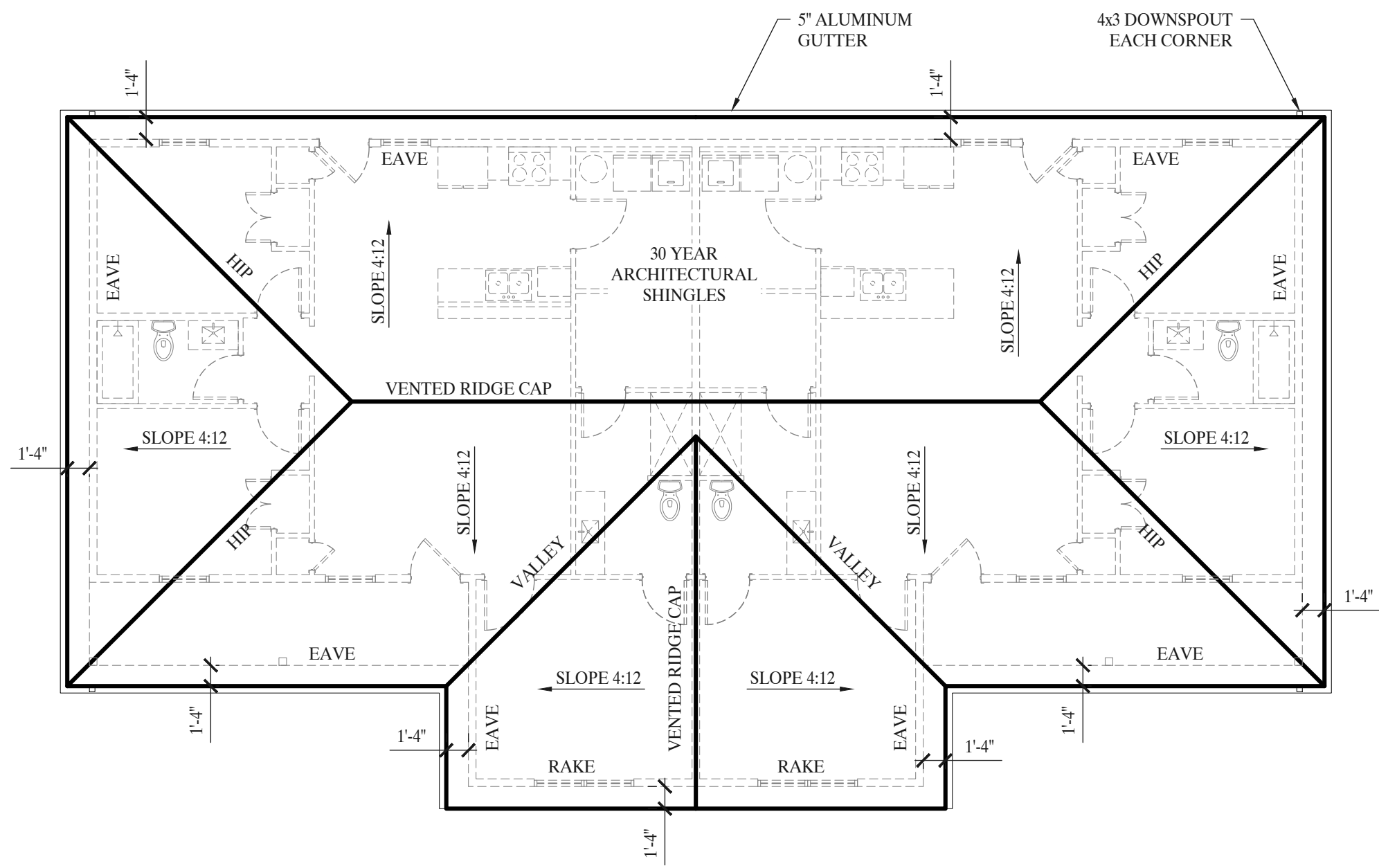
**2**  
**A1** FOUNDATION PLAN  
SCALE: 1/8"= 1'-0"



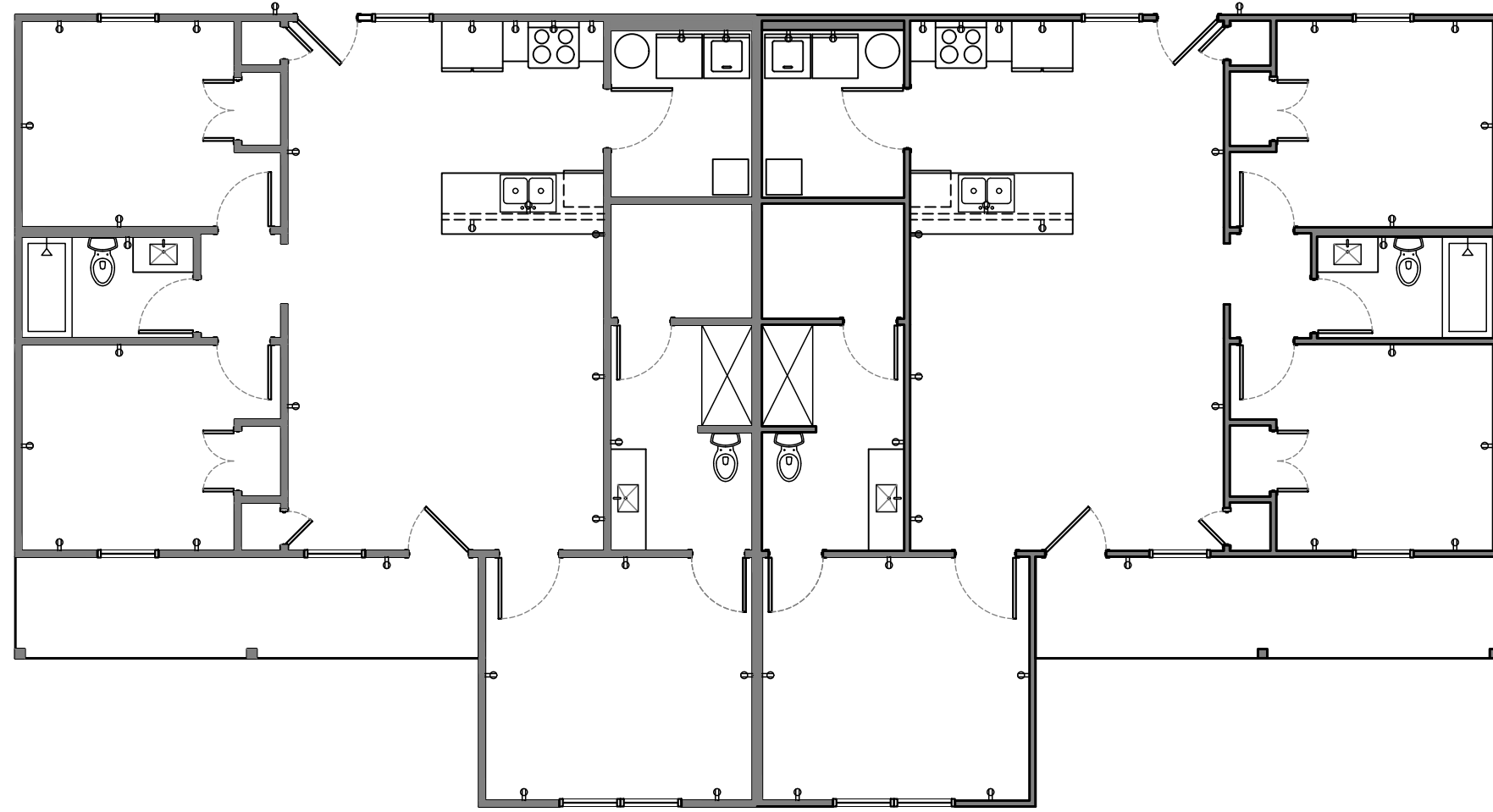
**3**  
**A1** TRENCH FOOTING  
SCALE: 3/4"= 1'-0"



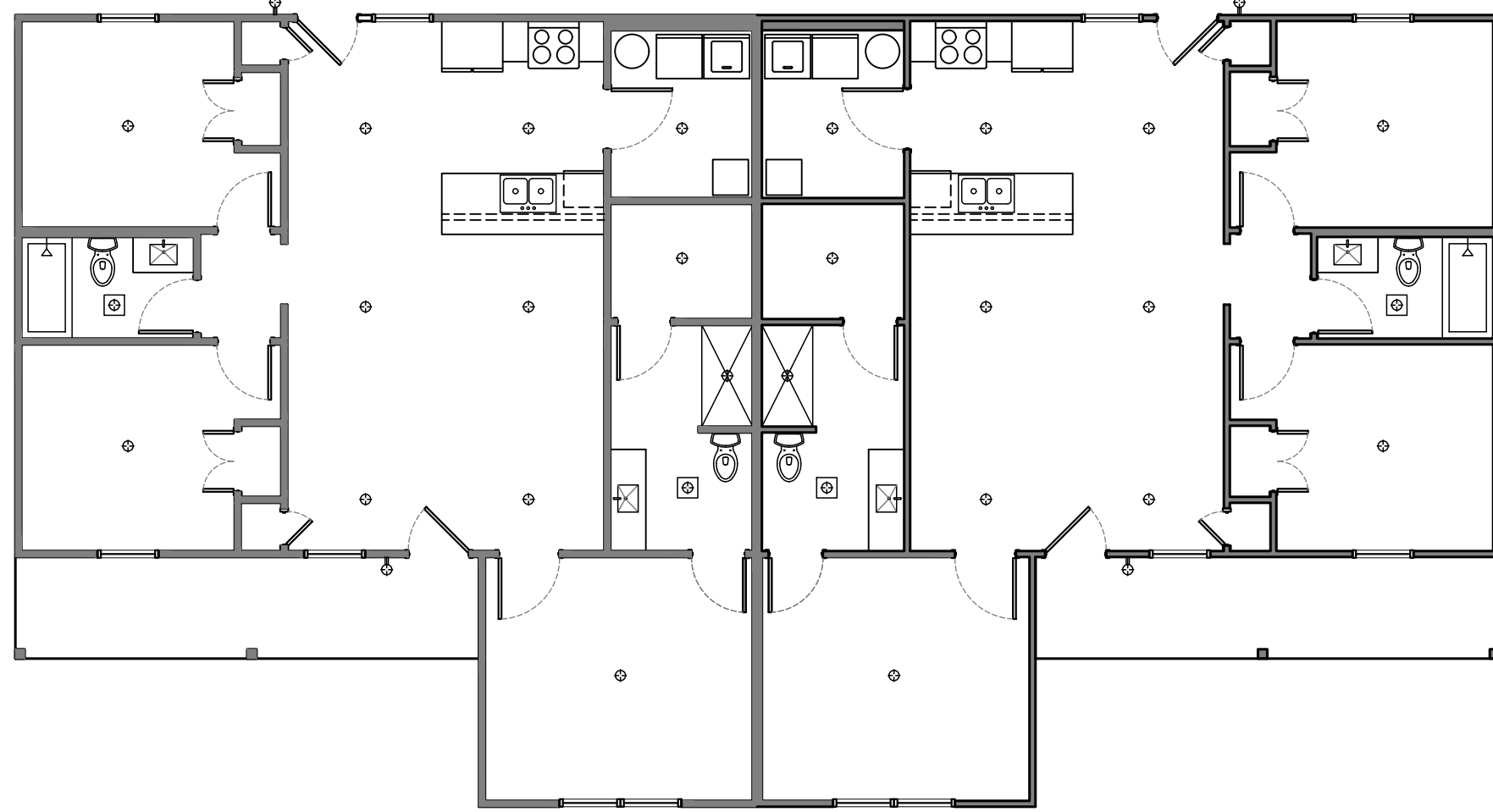
**4**  
**A1** THICKENED SLAB  
SCALE: 3/4"= 1'-0"



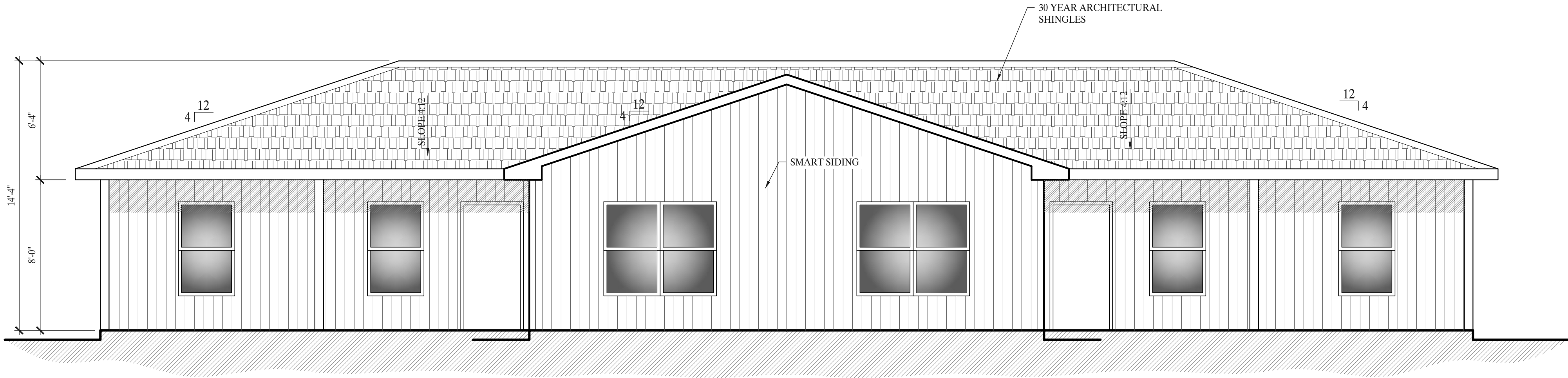
**5**  
**A1** ROOF PLAN  
SCALE: 1/8"= 1'-0"



**6**  
**A1** OUTLET PLAN  
SCALE: 1/8"= 1'-0"

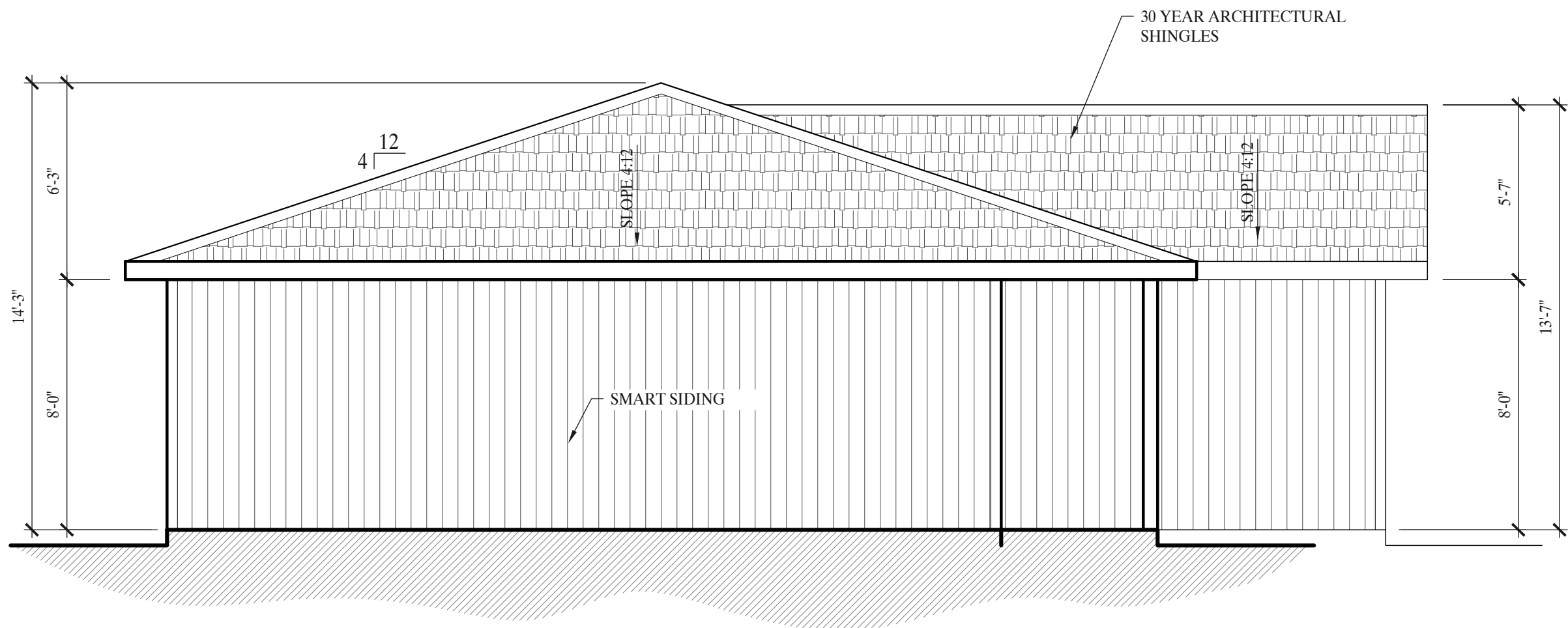


**7**  
**A1** LIGHTING PLAN  
SCALE: 1/8"= 1'-0"



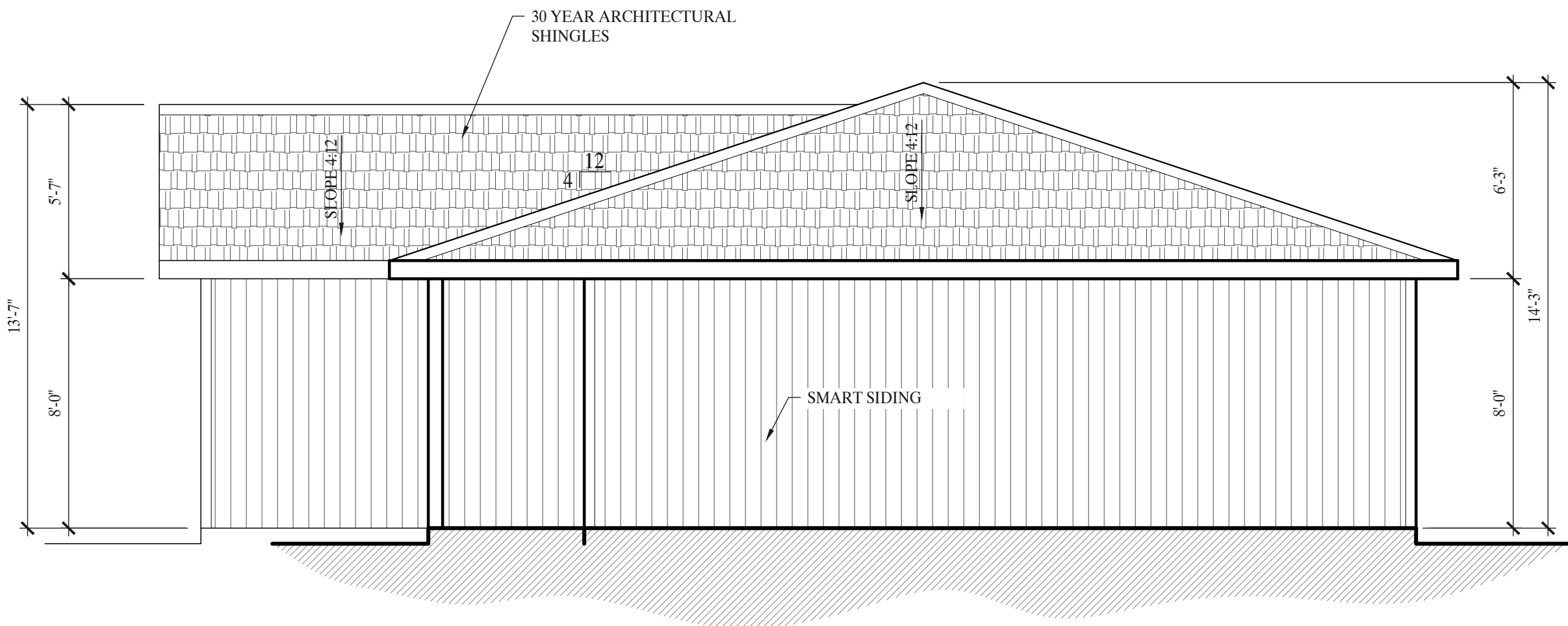
**1**  
A2

FRONT ELEVATION  
SCALE: 1/4"= 1'-0"



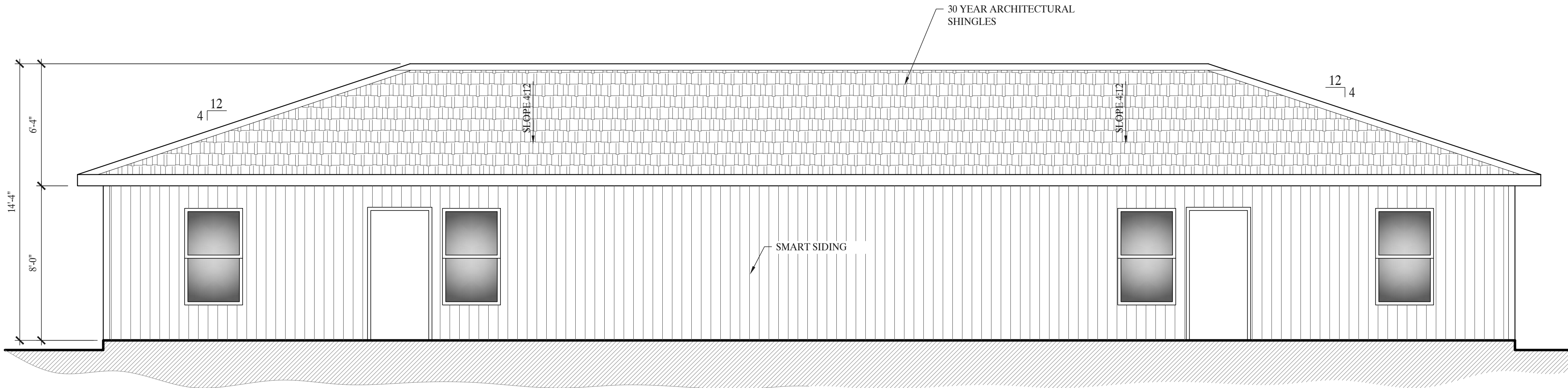
**2**  
A2

SIDE ELEVATION  
SCALE: 1/4"= 1'-0"



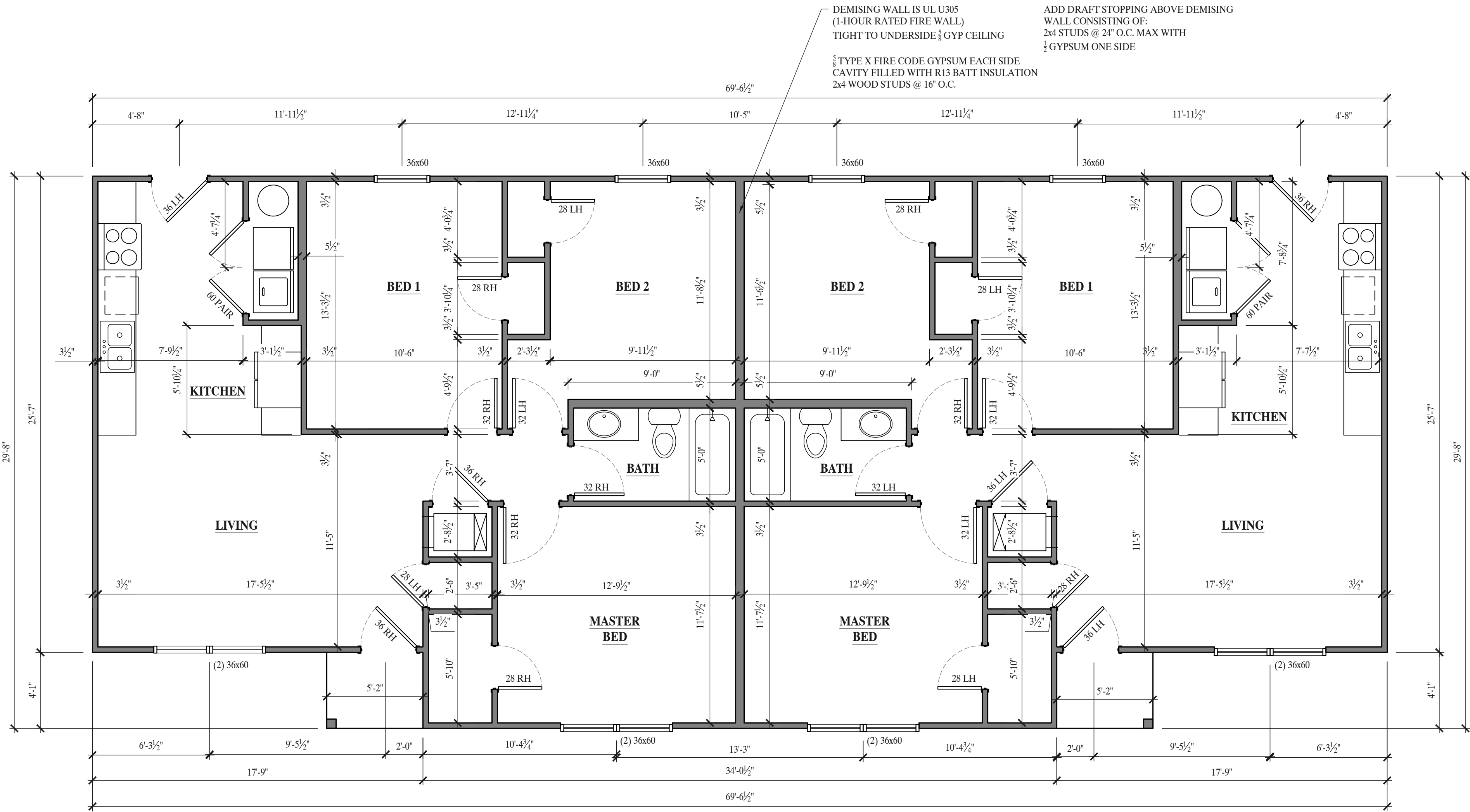
**3**  
A2

SIDE ELEVATION  
SCALE: 1/4"= 1'-0"

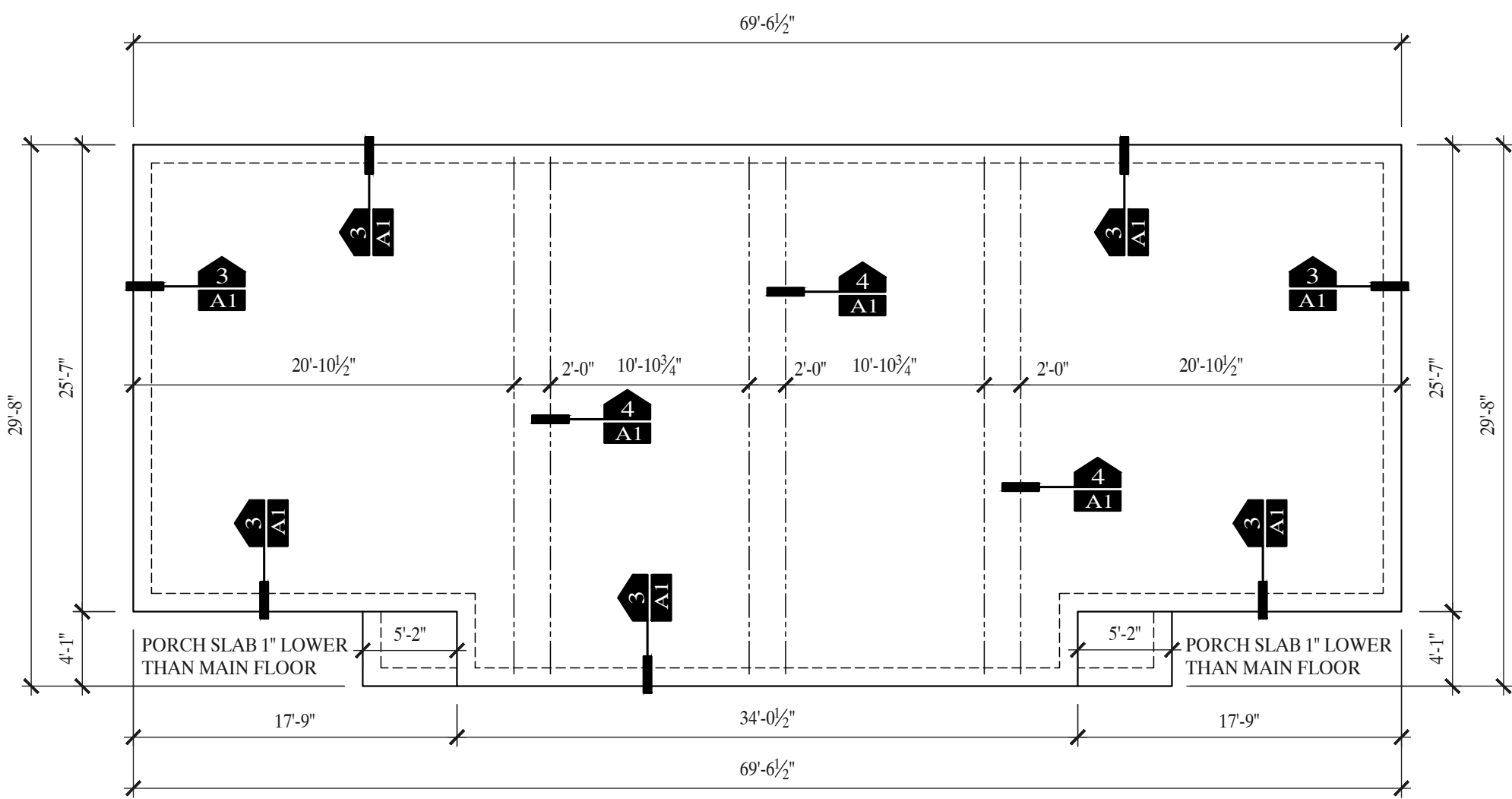


**4**  
A2

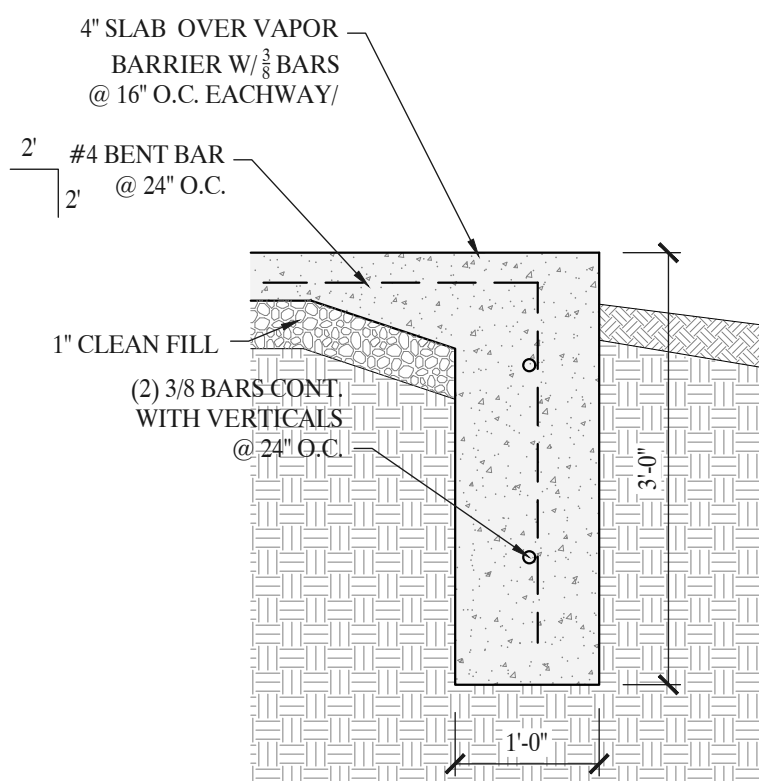
REAR ELEVATION  
SCALE: 1/4"= 1'-0"



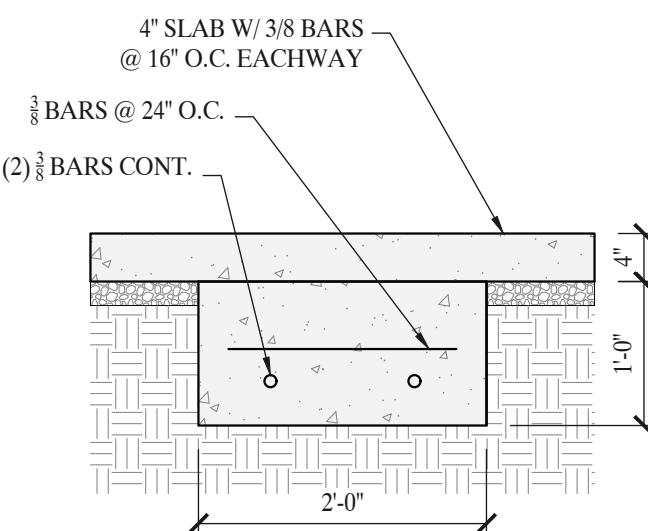
**1**  
**A1** FLOOR PLAN 960 SF EACH SIDE  
SCALE: 1/4" = 1'-0"



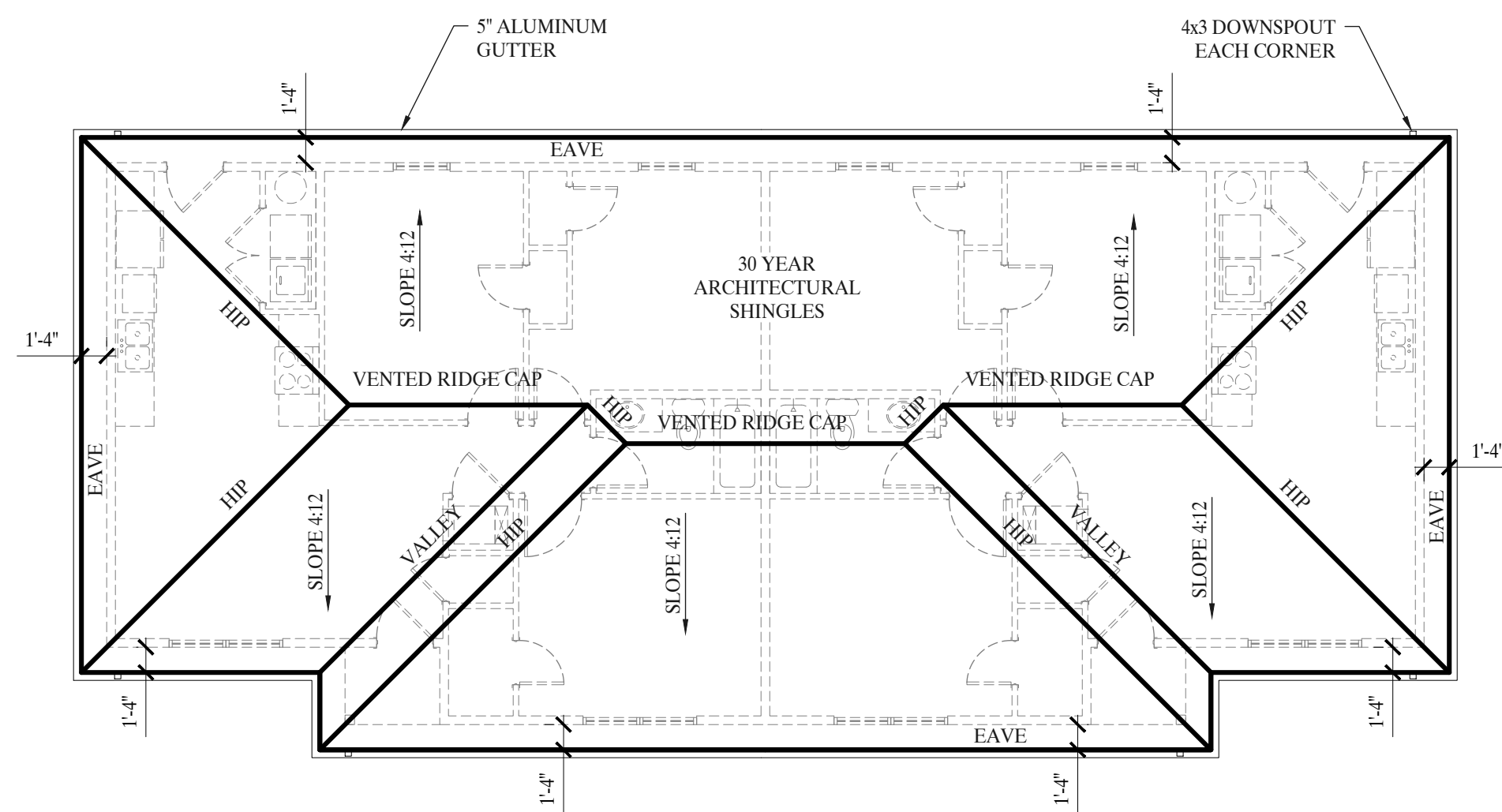
**2**  
**A1** FOUNDATION PLAN  
SCALE: 1/8" = 1'-0"



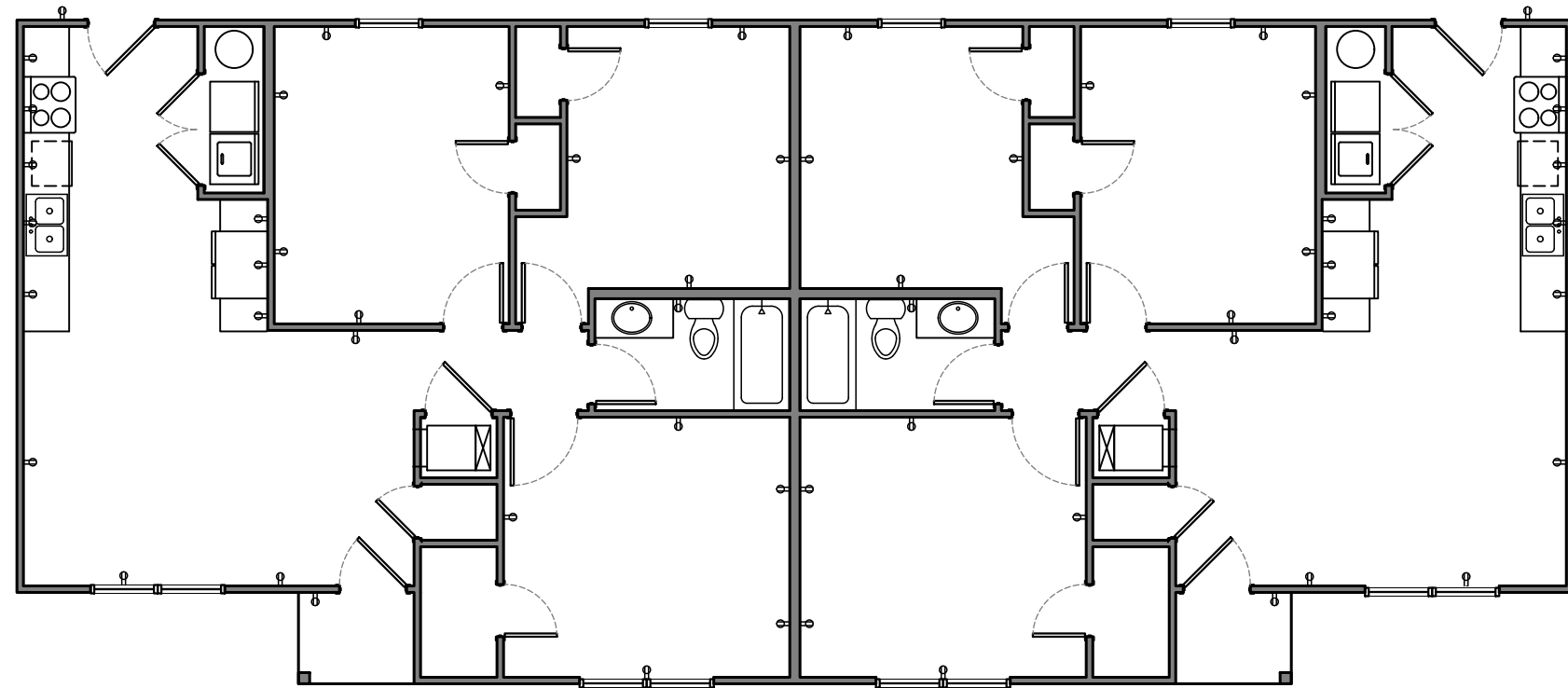
**3**  
**A1** TRENCH FOOTING  
SCALE: 3/4" = 1'-0"



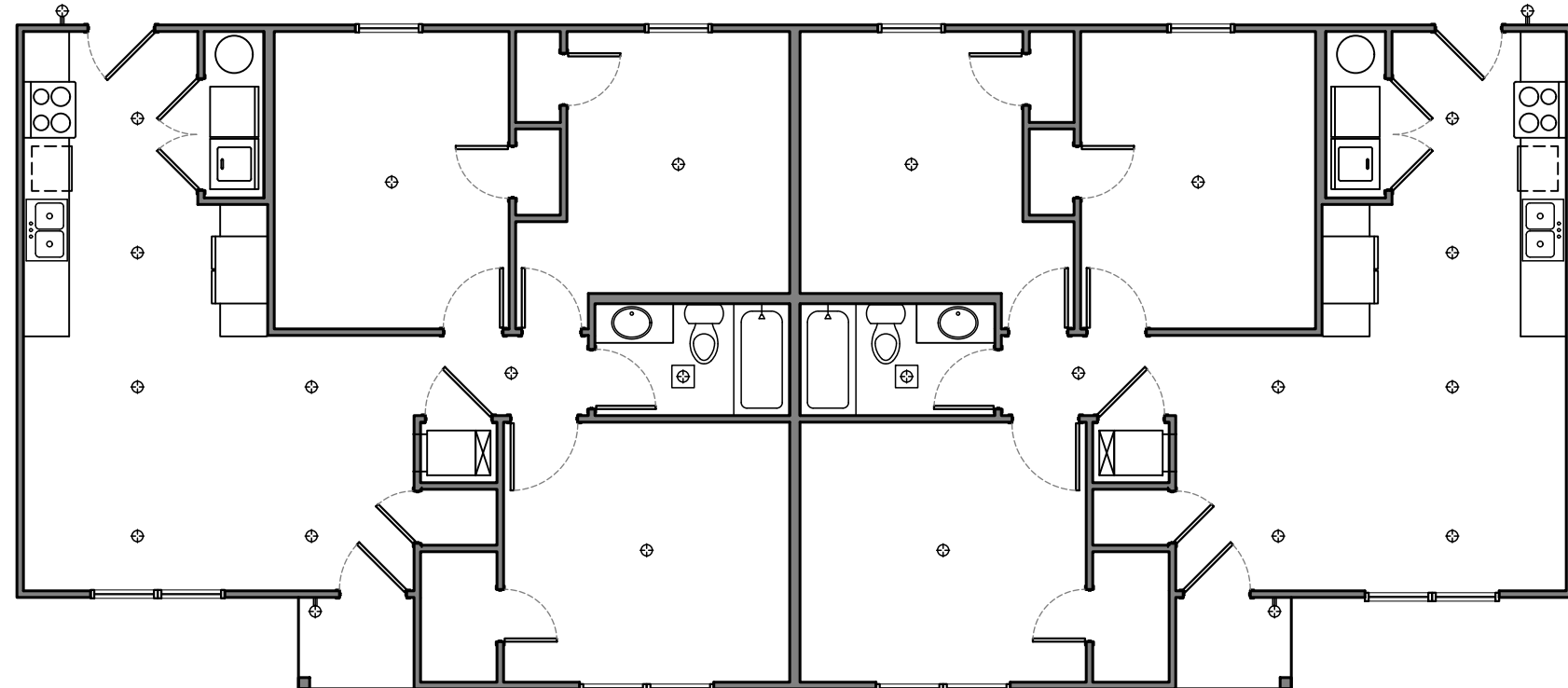
**4**  
**A1** THICKENED SLAB  
SCALE: 3/4" = 1'-0"



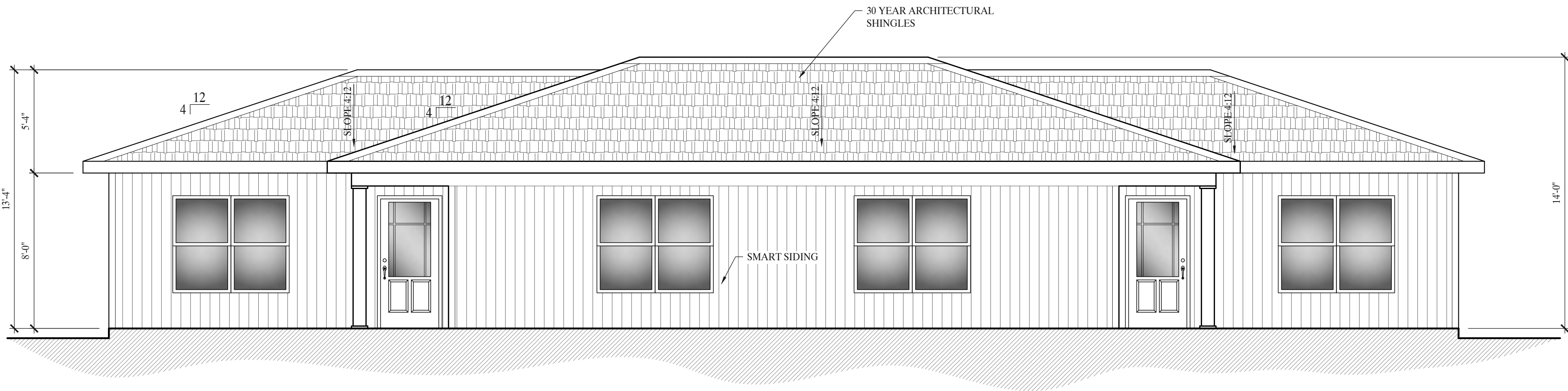
**5**  
**A1** ROOF PLAN  
SCALE: 1/8" = 1'-0"



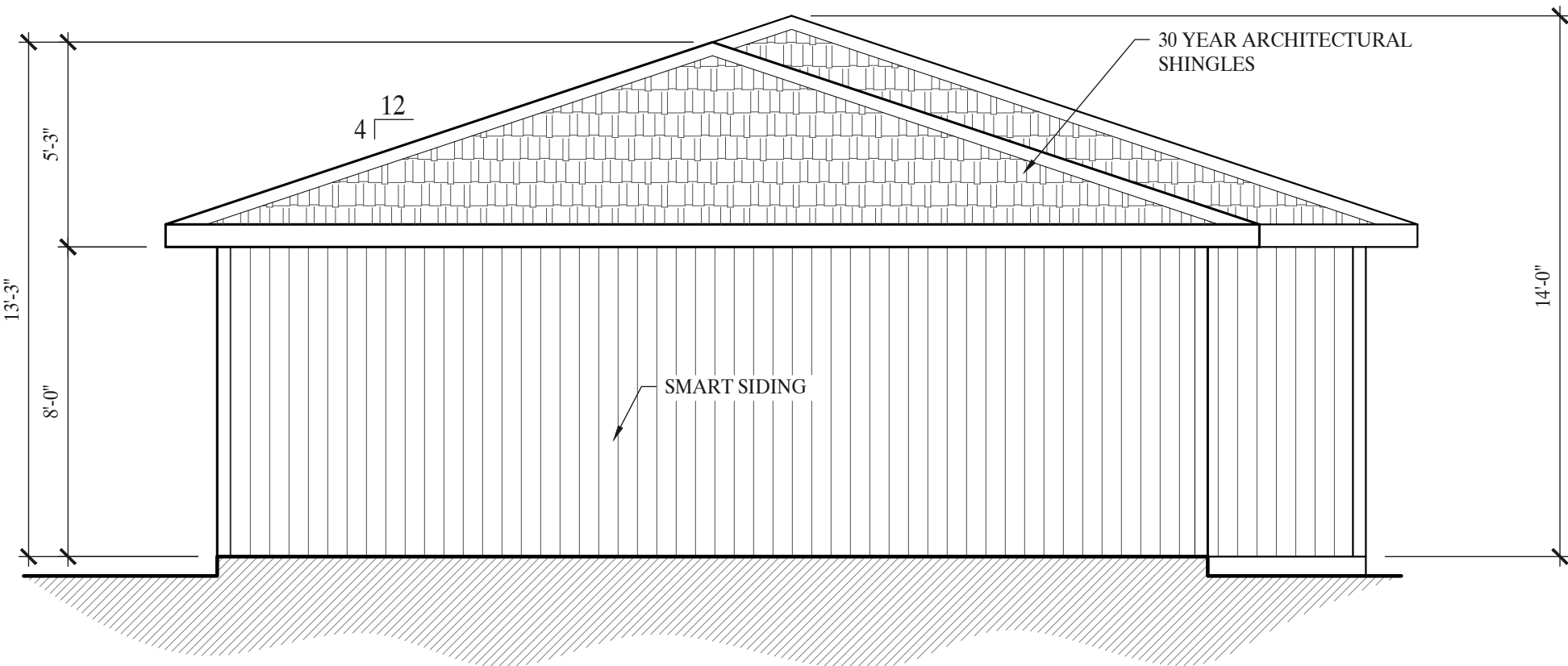
**6**  
**A1** OUTLET PLAN  
SCALE: 1/8" = 1'-0"



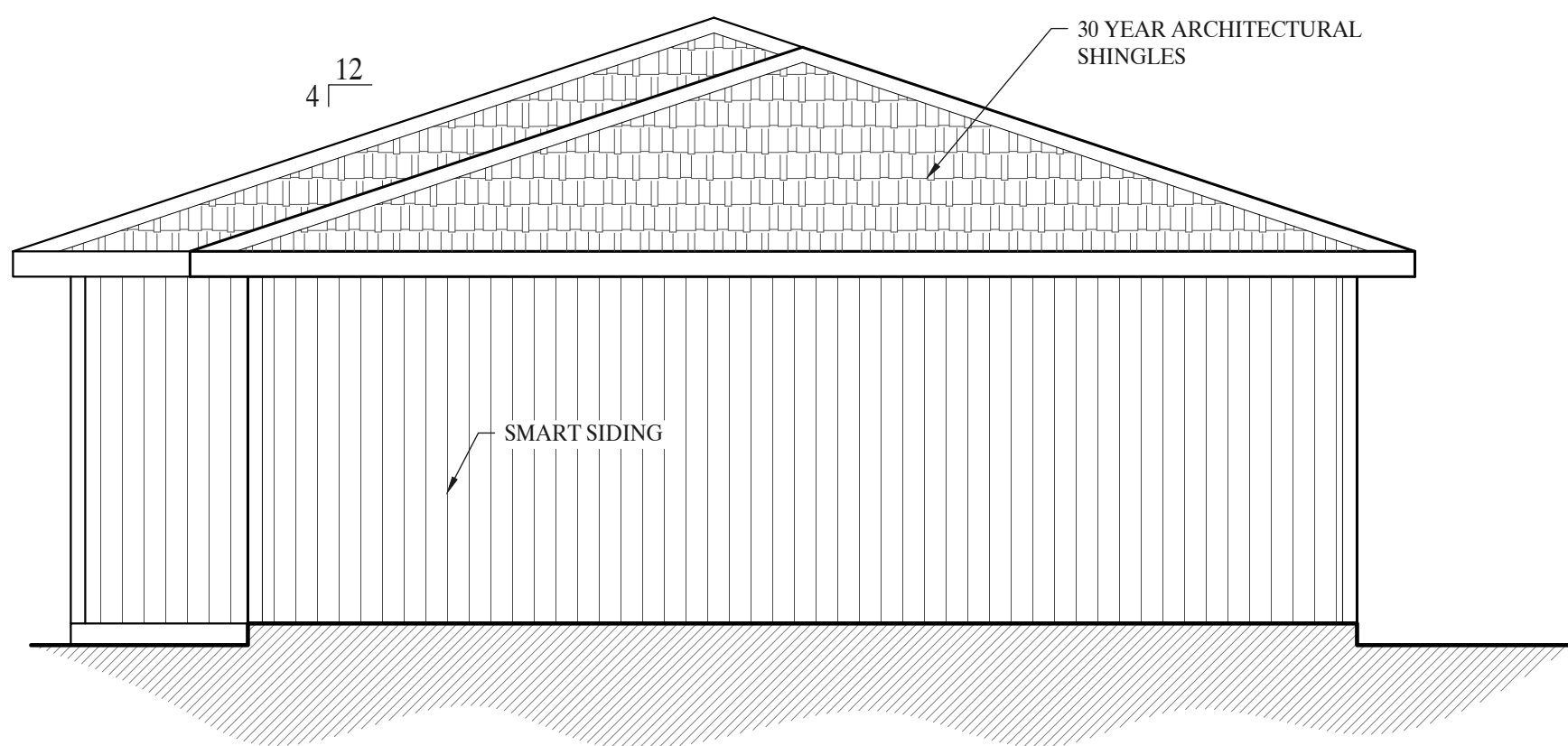
**7**  
**A1** LIGHTING PLAN  
SCALE: 1/8" = 1'-0"



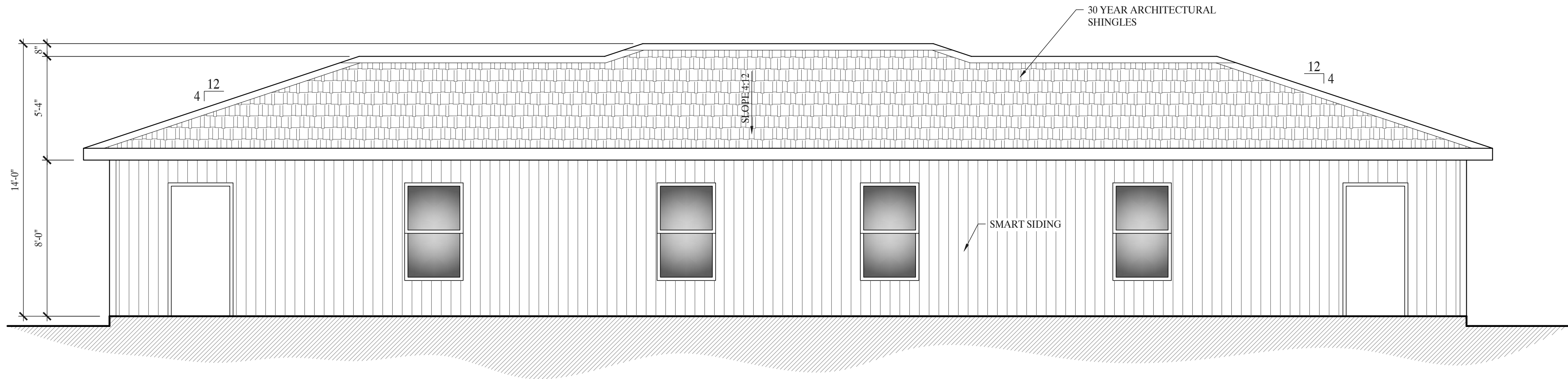
**1**  
**A2** FRONT ELEVATION  
SCALE: 1/4"= 1'-0"



**2**  
**A2** SIDE ELEVATION  
SCALE: 1/4"= 1'-0"



**3**  
**A2** SIDE ELEVATION  
SCALE: 1/4"= 1'-0"



**4**  
**A2** REAR ELEVATION  
SCALE: 1/4"= 1'-0"

CITY OF MOBERLY, MISSOURI  
FINAL PLAT PERMIT  
REASONS FOR DETERMINATION

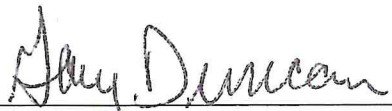
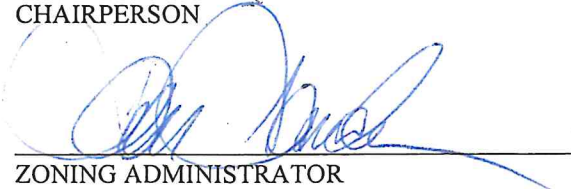
Submit Questions To:  
Zoning Administrator  
City of Moberly  
101 West Reed Street  
Moberly, MO 65270-1551  
(660) 263-4420  
(660) 263-9398 (fax)

For Office Use Only:  
Date of Action: JANUARY 31, 2022  
Action: APPROVAL

ON January 31, 2022, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, DENIAL) OF A REQUEST OF A CERTIFICATE OF SURVEY FOR FINAL PLAT FOR EAGLE TREE RIDGE SUBDIVISION, MOBERLY, MO.

IN RECOMMENDING APPROVAL (ACTION) OF THIS SUBDIVISION REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS.

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

  
CHAIRPERSON  
  
ZONING ADMINISTRATOR

# City of Moberly

## City Council Agenda Summary

Agenda Number: #12.  
 Department: Public Works  
 Date: February 22, 2022

**Agenda Item:** An Ordinance Approving A Cooperative Agreement With Adair Hathaway For Stormwater Improvements Reimbursement.

**Summary:** This is the agreement between Adair Hathaway and the City of Moberly to construct additional detention which would provide larger capacity for surrounding ground and reduce run-off in the area which will increase Hathaway's cost and use up additional area which could be used for lot development.

**Recommended**

**Action:** Approve this ordinance.

**Fund Name:** N/A

**Account Number:** N/A

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

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</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>Brubaker</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>Davis</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 APPROVING A COOPERATIVE AGREEMENT WITH ADAIR HATHAWAY FOR STORMWATER IMPROVEMENTS REIMBURSEMENT.**

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

**SECTION ONE:** Adair Hathaway (“Hathaway”) is planning a subdivision development platted as Eagle Tree Ridge which will include a stormwater detention basin.

**SECTION TWO:** The City has requested that Hathaway increase the size and capacity of the basin to accommodate increased runoff in the surrounding area.

**SECTION THREE:** Attached hereto and incorporated herein is a Cooperative Agreement through which Hathaway agrees to increase the size of the basin in exchange for a payment of Thirty-Three Thousand Dollars (\$33,000.00) from the city.

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

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 22nd day of February, 2022.

**ATTEST:**

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

\_\_\_\_\_  
**City Clerk**



**COOPERATIVE AGREEMENT FOR EAGLE TREE RIDGE**  
**STORMWATER REIMBURSEMENT**

THIS COOPERATIVE AGREEMENT FOR EAGLE TREE RIDGE STORMWATER REIMBURSEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2022 by and between the **CITY OF MOBERLY, MISSOURI** a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the "City") and the **ADAIR HATHAWAY**, an individual ("Hathaway" 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. Hathaway is in the process of developing a housing project called Eagle Tree Ridge (the "development") as further depicted on the attached Eagle Tree Ridge Preliminary Plat, (Exhibit #1) which will include a Stormwater Detention Basin.
- C. The City has requested that Hathaway construct additional detention which would provide larger capacity for surrounding ground and reduce run-off in the area which will increase Hathaway's cost and use up additional area which could be used for lot development.
- D. The Parties desire to enter into this Agreement to provide for the City's contribution to the detention construction.

**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.** Hathaway agrees to construct a Stormwater Detention Basin ("Detention") in the area depicted on the Eagle Tree Ridge Subdivision Construction Plans prepared by Simon & Struempf Engineers and attached hereto as Exhibit "1".

The Parties agree that the described Detention exceeds the capacity required of Hathaway's development which will result in the loss of at least one lot which could be used for housing and will increase the cost of the Detention construction. Hathaway will be responsible for the engineering and construction of the Detention and all other aspects of the Detention development.

## 2. Reimbursement.

The City agrees to contribute the sum of Thirty-Three Thousand Dollars (\$33,000.00) (the "contribution") toward the cost of the Detention structure in consideration of the capacity described above. The City's contribution shall be paid to Hathaway following successful completion of the Detention basin and the stormwater water infrastructure for the Eagle Tree subdivision. Hathaway agrees to provide notice to the City once the construction has been completed. City shall inspect the structure for compliance with all aspects of the construction as described above. Thereafter City shall make payment to Hathaway of the agreed upon contribution.

## 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 Hathaway 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 Hathaway hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to Hathaway or the successors, assigns, heirs or personal representatives of Hathaway 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 Hathaway:

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 Hathaway 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 Hathaway, 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 choose 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 Hathaway 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

Adair Hathaway

By: \_\_\_\_\_  
Adair Hathaway



# EAGLE TREE RIDGE SUBDIVISION

MOBERLY, MO 65270

## STANDARD LEGEND

EXISTING

PROPOSED

CONCRETE

CABLE TV

ENLIGHTEN

UNDERGROUND ELECTRIC

ELECTRIC LINE OVERHEAD

FENCE LINE

GAS LINE

PROPERTY LINE

STORM SEWER

STORM CULVERT

ROOF DRAIN

TELEPHONE

WATER LINE

BIKING LANE

RAIL ROAD

GUARD RAIL

TOP OF BANK

RETAINING WALL

BUSHES

TREES

POST/HOLAND

SEEN

ACCESSIBLE PARKING

PARKING MARKER

SAINTMARY MANICURE

SAINTMARY CLOSET

STORM MANHOLE

STORM SEWER INLET

UTILITY POLE

STREET LIGHT

TRANSFORMER

ELECTRIC MANHOLE

AC UNIT

WATER METER

WATER VALVE

FIRE HYDRANT

GAS METER

TELEPHONE PULLBOX

## BOUNDARY MARKERS

STONE MARKER

NON STANDARD PROPERTY MARKER

1/2" PROPERTY IRON

5/8" OR LARGER PROPERTY IRON

TYPE A MONUMENT

ROW MARKER

CORNER POST

GPS CONTROL MONUMENT

BENCH MARK

DORE HOLE

## STANDARD ABBREVIATIONS

ASBTD

ALC

ALC

ALC

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ALC

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## SHEET INDEX

COVER SHEET

PHASE I EROSION CONTROL PLAN

PHASE II EROSION CONTROL PLAN

DETENTION GRADING PLAN

STORM DRAINAGE PLAN

STORM DRAINAGE PLAN

STORM DRAINAGE PLAN

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STORM DRAINAGE PLAN

## CONTROL POINT INFORMATION / TABLE

Post Table

Post #

Post Description

Elevation

North

East

4404

F 1/2" BAR WPC

875.468

1296791.1319

1659865.9619

1912

F 1/2" BAR PLS 2000016685

875.771

1297172.6520

1659865.9619

1911

F 1/2" BAR PLS 2000016685

875.771

1297172.6520

1659865.9619

1910

F 1/2" P

867.011

1297155.7448

1660387.1211

1908

F 1/2" P

866.814

1297169.7864

1659870.1338

1906

F 1/2" BAR

874.420

1297246.5541

1659847.2237

1905

F 1/2" BAR PLS 2000016685

875.771

1297155.7448

1659865.9619

1904

F 1/2" BAR PLS 2000016685

875.771

1297155.7448

1659865.9619

1903

F 1/2" BAR WPC

866.814

1297155.7448

1659865.9619

1902

F 1/2" BAR WPC

866.814

1297155.7448

1659865.9619

1901

F 1/2" BAR WPC

866.814

1297155.7448

1659865.9619

1900

F 1/2" BAR WPC

866.814

1297155.7448

1659865.9619

1899

F 1/2" BAR WPC

866.814

1297155.7448

1659865.9619

1898

F 1/2" BAR WPC

866.814

1297155.7448

1659865.9619

## UTILITY CONTACTS

CABLE TV

110 N. WILLIAMS ST. #25

MOBERLY, MO 65270

800-533-4141

WATER / SANITARY

MOBERLY WATER OFFICE

110 N. WILLIAMS ST. #25

MOBERLY, MO 65270

800-533-4141

ELECTRIC / GAS

201 FRANKLIN ST.

MOBERLY, MO 65270

800-533-1130

LEGAL DESCRIPTION

EAGLE TREE RIDGE SUBDIVISION

OWNER INFORMATION

ADAM HATHAWAY

110 N. WILLIAMS ST. #25

MOBERLY, MO 65270

800-533-4141

SITE IMPERVIOUS CALC

PRE DEVELOPED 1.0%

POST DEVELOPED 4.47%

5.19 ACRES PREVIOUS

## BOUNDARY MARKERS

STONE MARKER

NON STANDARD PROPERTY MARKER

1/2" PROPERTY IRON

5/8" OR LARGER PROPERTY IRON

TYPE A MONUMENT

ROW MARKER

CORNER POST

GPS CONTROL MONUMENT

BENCH MARK

DORE HOLE

## STANDARD ABBREVIATIONS

ASBTD

ALC

CHUBB STRUTHER ENGINEERING  
CONSULTANTS LTD  
115 PARK AVENUE  
ATLANTA, GA 30309  
PHONE 404.525.1200  
FAX 404.525.1201  
WWW.CHUBBSTRUTHER.COM

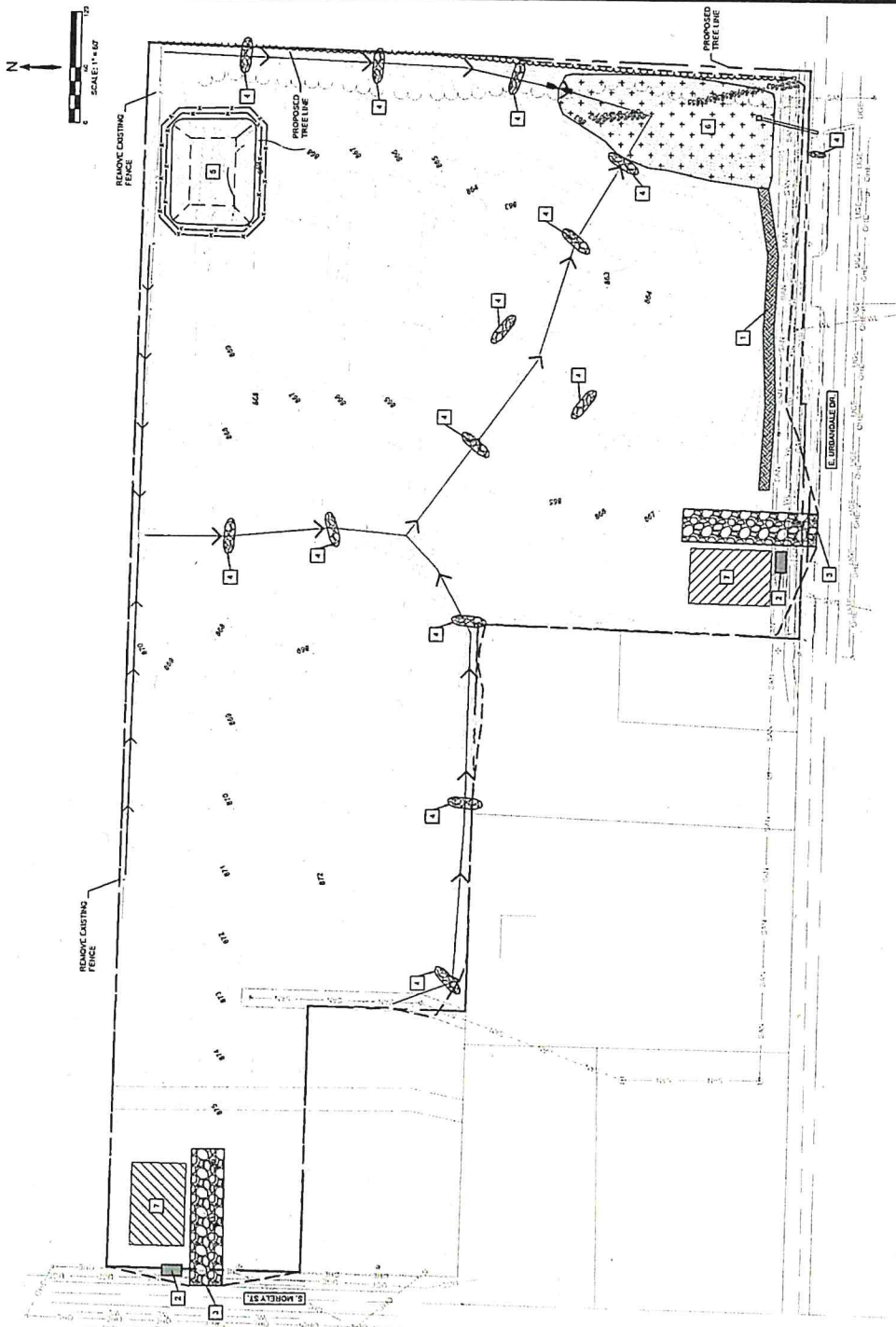
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DATE: 1/11/2022  
BY: [Signature]  
CHECKED BY: [Signature]  
PROJECT NO.: 21117  
SHEET NO.: 02 OF 35

# EAGLE TREE RIDGE SUBDIVISION MOBERLY, MO 65270

ENGINEER: [Signature]  
CHECKED BY: [Signature]  
PROJECT NO.: 21117  
SHEET NO.: 02 OF 35  
DRAWING NO.: C002



- LEGEND**
- LIMITS OF DISTURBANCE
  - DRAINAGE PATH
  - PROPOSED TREE LINE

- KEY NOTES**
1. DISTURBANCE TO BE PLACED AS SHOWN AND DISTURBANCE FOR REMEDIATION SHALL TAKE PLACE OTHER THAN AS SHOWN FOR REMEDIATION. SEE DETAIL C002.
  2. SITE LOCATION FOR PUBLIC UTILITY PERMIT POSTING AND TEMP. EROSION CONTROL SHALL BE AS SHOWN.
  3. EROSION CONTROL SHALL BE INSTALLED AS SHOWN. SEE DETAIL C003.
  4. ROCK DETENTION CHECKER PER DETAIL C003. INSTALL AFTER COMPLETION OF GRADING SWALE. SPACED 300 FT O.C. TYP.
  5. PROPOSED TOP SOIL STOCKPILE LOCATION. REFER TO NOTES.
  6. DETENTION BASIN TO BE USED AS SEDIMENT TRAP DURING CONSTRUCTION. BASIN DRAINS APPROXIMATELY 7.5 ACRES. PROPOSED SIZE IS 34,000 CUBIC FT. SEDIMENT IN BASIN TO BE REMOVED BY CONTRACTOR. SEE DETAIL C004 FOR EROSION CONTROL. BASIN CONTRACTOR HAS THE OPTION TO UPDATE AND NOTE ON PLANS.
  7. PROPOSED CONTRACTOR LAY DOWN AREA. AREA IS TO BE ROCKED TO PREVENT TRACK OUT.

## STOCKPILE NOTES

STOCKPILE SHALL NOT EXCEED ONE (1) ACRE IN AREA OR TEN (10) FEET IN HEIGHT.  
THE SIDE SLOPE OF A STOCKPILE OF SOIL SHALL NOT EXCEED A 3:1 RATIO.  
STOCKPILES OF SOIL SHALL BE TEMPORARILY SEEDED IN ACCORDANCE WITH THE EROSION AND SEDIMENT CONTROL MANUAL ISSUED BY THE MISSOURI DEPARTMENT OF REVENUE. STOCKPILES OF SOIL THAT MEET THE REQUIREMENTS OF THIS MANUAL SHALL NOT BE REQUIRED TO BE SEEDED FOR UP TO THREE (3) YEARS AFTER THE DATE OF CONSTRUCTION.  
WHEN THE LIMIT FOR A STOCKPILE OF SOIL HAS EXPIRED AND NO EXTENSION HAS BEEN GRANTED, THE PROPERTY OWNER MUST EITHER RESEED THE STOCKPILE OR GRASS IT TO A SLOPE OF NO GREATER THAN 4:1 RATIO TO PREVENT EROSION. THE EROSION AND SEDIMENT CONTROL MANUAL ISSUED BY THE DEPARTMENT OF REVENUE SHALL BE USED FOR SEEDING.





**SSF**  
**STEEL & STRUTTING ENGINEERING**  
 CREATED CLIENTS FOR LIFE  
 210 PARK AVENUE  
 COL LAMB, MD 21033  
 P 373 594 1944

RESOLVED CERTIFICATE OF AUTHORITY NO.

NOTICE:  
WE WAIVE ANY AND ALL RESPONSIBILITY  
AND LIABILITY FOR PROBLEMS WHICH ARISE  
FROM FAILURE TO FOLLOW THESE PLANS,  
SPECIFICATIONS, AND THE ENGINEERING  
NOTES THEY CONVEY, OR FOR PROBLEMS  
WHICH ARISE FROM FAILURE TO OBTAIN  
AND/OR FOLLOW THE ENGINEERING GUIDANCE  
WITH RESPECT TO ANY ERRORS, OMISSIONS,  
INCONSISTENCIES, AMBIGUITIES, OR  
CONFLICTS WHICH ARE ALL FORTH.

**COPYRIGHT:**  
 COPYRIGHT AND PROPERTY RIGHTS IN THESE  
 DOCUMENTS ARE EXPRESSLY RESERVED BY  
 ESE. NO REPRODUCTIONS, CHANGES, OR  
 COMPILES IN ANY MANNER SHALL BE MADE  
 WITHOUT OBTAINING PRIOR WRITTEN  
 CONSENT FROM ESE.



01/11/2022  
Kaanan K. Simon  
MO-PE 2016017662  
EXPIRATION DATE 12 DEC 2022  
11/11/2022

	REVISIONS
	x
	x
	x
	x

EAGLE TREE RIDGE  
SUBDIVISION  
MOBERLY, MO 65270

ENGINEER  
KKS

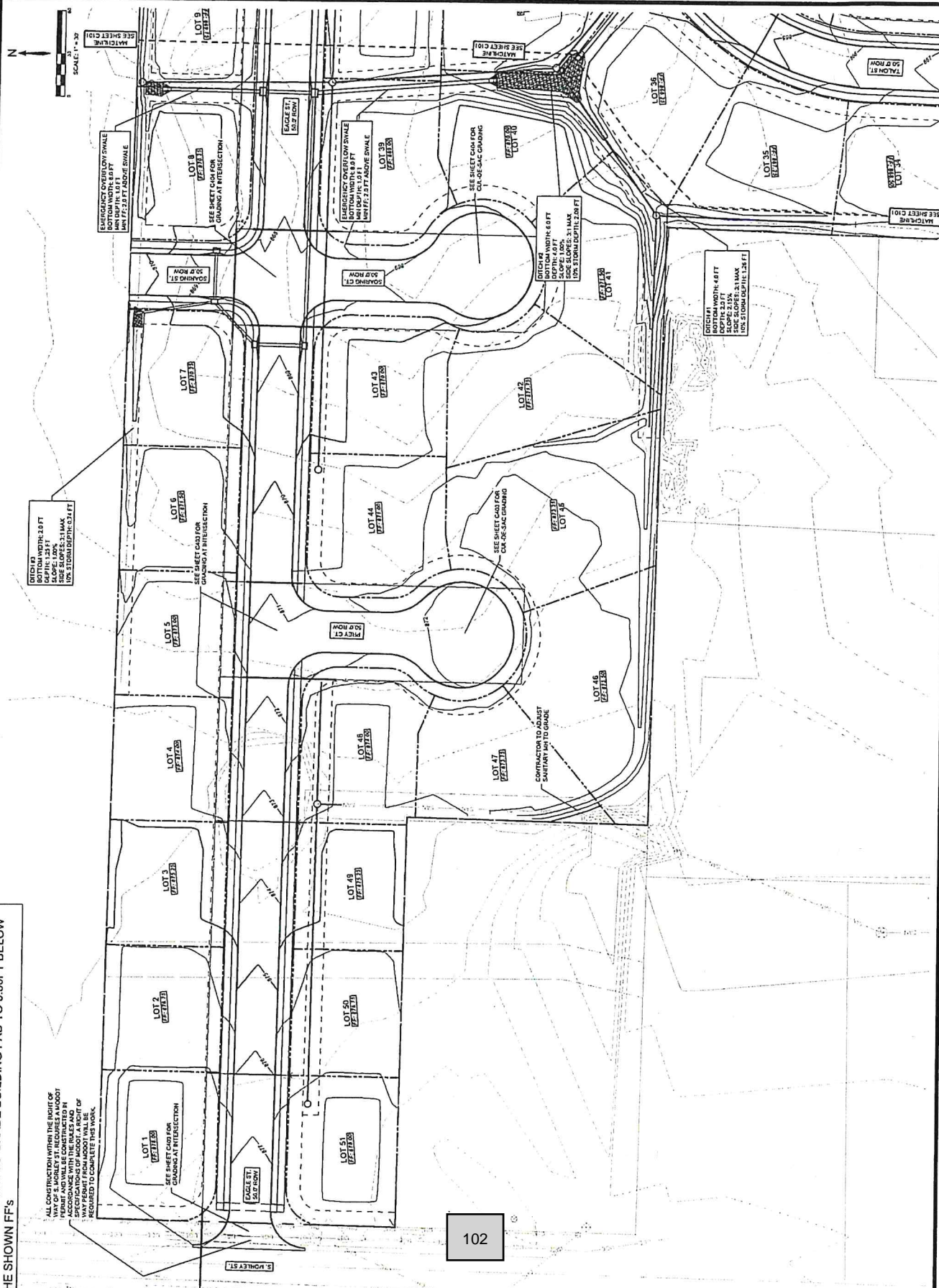
DRAWING NO.  
C100

DRAWN BY  
FRA

SSC PROJECT #  
21117

WEST GRADING PLAN

SHEET NO.  
04 of 35



NOTE: CONTRACTOR TO GRADE BUILDING PAD TO 0.50FT BELOW  
THE SHOWN FF'S

ALL CONSTRUCTION WITHIN THE RIGHT OF WAY OF S. MORLEY ST. REQUIRES A MOOOT PERMIT AND WILL BE CONSTRUCTED IN ACCORDANCE WITH THE RULES AND SPECIFICATIONS OF MOOOT. A RIGHT OF WAY PERMIT FROM MOOOT WILL BE REQUIRED TO COMPLETE THIS WORK.

CONTRACTOR TO ADJUST  
SANITARY MH TO GRADE









# City of Moberly

## City Council Agenda Summary

Agenda Number: #13.

Department: Administration

Date: February 22, 2022

**Agenda Item:** A Resolution Of The Council Of The City Of Moberly Respecting A Joint Representation Arrangement In Connection With Economic Development Projects Within The City.

**Summary:** The City of Moberly, Missouri (the “City”) and the Moberly Area Economic Development Corporation (the “MAEDC”) have in concert and together sought to facilitate economic development projects, including provision of various public incentives and development financing for various properties, projects, and undertakings within the corporate limits of the City. To assist and facilitate these joint efforts, the Parties wish to have Cunningham, Vogel & Rost, P.C. (“CVR”) continue to represent the Parties and to jointly provide legal services in connection economic development projects including, without limitation, undertakings pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended (collectively, the “Programs”).

CVR has informed the City and the MAEDC that legal work relating to the Programs will involve simultaneous representation of the City and the MAEDC Parties, including, without limitation, review and documentation of public incentives, drafting and negotiation of development agreements, exploration and implementation of public financing mechanisms, and advising the City and the MAEDC or either of them in connection with the Programs. CVR has advised, however, that under applicable ethical rules governing legal services such an arrangement inherently gives rise to a situation where the parties have the potential or may appear to have conflicts of interest. To avoid any potential conflicts and to facilitate free communication among CVR, the City and the MAEDC in respect to economic development projects CVR has proposed a consent and waiver of conflicts attached as Exhibit A to the Resolution (the “Consent”). This arrangement is intended to apply to all present and future economic development projects undertaken jointly by the City and the MAEDC. The MAEDC has already approved the Consent.

**Recommended Action:** Approve this Resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MOBERLY RESPECTING A JOINT REPRESENTATION ARRANGEMENT IN CONNECTION WITH ECONOMIC DEVELOPMENT PROJECTS WITHIN THE CITY.**

**WHEREAS**, the City of Moberly, Missouri (the “**City**”) and the Moberly Area Economic Development Corporation (the “**MAEDC**,” and together with the City, the “**Parties**”) have in concert and together sought to facilitate economic development projects, including provision of various public incentives and development financing for various properties, projects, and undertakings within the corporate limits of the City; and

**WHEREAS**, to facilitate the foregoing joint efforts, the Parties wish to have Cunningham, Vogel & Rost, P.C. (“**CVR**”) continue to represent the Parties and to jointly provide legal services in connection with present and future economic development projects including, without limitation, undertakings pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended (collectively, the “**Programs**” and each, individually, a “**Program**”); and

**WHEREAS**, the legal work relating to the Programs will involve simultaneous representation of the Parties, including, without limitation, review and documentation of public incentives, drafting and negotiation of development agreements, exploration and implementation of public financing mechanisms, and advising the Parties or either of them in connection with the Programs, for which the Parties may have or may appear to have conflicts of interest; and

**WHEREAS**, the City and MAEDC have each previously determined and here reaffirm that it is in their mutual best interests to have CVR serve as their joint counsel representing both of the Parties in connection with the Programs and therefore desire to consent to such joint representation and to waive and consent to any actual or potential conflicts of interest as may exist from such joint representation, all as provided in the consent agreement attached as Exhibit A to and incorporated by reference in this Resolution (the “**Consent**”);

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

Section 1: The Consent is hereby approved and the Mayor of the City is hereby authorized and directed to execute and to cause to be delivered copies of the Consent to MAEDC and to CVR.

Section 2: The portions of this Resolution shall be severable. In the event that any paragraph, sentence, clause, phrase, term, or word contained in this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 3: This Resolution shall be take effect and be in force from and after its passage and adoption by the Council 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 22 day of February, 2022.

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

ATTEST:

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

## EXHIBIT A

**CONSENT TO JOINT REPRESENTATION AND WAIVER OF CONFLICTS OF INTEREST**

**WHEREAS**, the City of Moberly, Missouri (the “**City**”) and the Moberly Area Economic Development Corporation (the “**MAEDC**,” and together with the City, the “**Parties**”) have in concert and together sought to facilitate economic development projects, including provision of various public incentives and development financing for various properties, projects, and undertakings within the corporate limits of the City; and

**WHEREAS**, to facilitate the foregoing joint efforts, the Parties wish to have Cunningham, Vogel & Rost, P.C. (“**CVR**”) represent the Parties and to jointly provide legal services in connection with present and future economic development projects including, without limitation, undertakings pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended (collectively, the “**Programs**” and each, individually, a “**Program**”); and

**WHEREAS**, the legal work relating to the Programs will involve simultaneous representation of the Parties, including, without limitation, review and documentation of public incentives, drafting and negotiation of development agreements, exploration and implementation of public financing mechanisms, and advising the Parties or either of them in connection with the Programs, for which the Parties may have or may appear to have conflicts of interest; and

**WHEREAS**, the City and MAEDC have each previously determined and here reaffirm that it is in their mutual best interests to have CVR serve as their joint counsel representing both of the Parties in connection with the Programs and therefore desire to consent to such joint representation and to waive and consent to any actual or potential conflicts of interest as may exist from such joint representation;

**NOW THEREFORE**, the Parties, with understanding of the circumstances and in order to engage such joint representation, and to continue to allow for individual representation for the Programs, except as may be specifically hereinafter specified, do hereby provide the informed consent and waiver of conflicts of interest as follows:

1. On behalf of the City and MAEDC, respectively, the undersigned acknowledge that CVR has affirmatively informed each of the Parties of the information above, and that each of the Parties is aware of the following:

- To the extent that joint representation of the Parties as set forth above creates an actual or potential for conflicts of interest, any such conflict is hereby waived respecting any work relating to the Programs or any Program, including, without limitation, to the extent the Parties enter into agreements with each other that may establish potentially adverse duties and obligations, as the Parties acknowledge is in their mutual best interests to undertake such duties and obligations in mutual advancement of facilitating the Programs or any Program in the public interest. In the event it is subsequently determined that a conflict of interest arising out of the joint representation on the Programs or on any Program cannot be waived by a Party, CVR will withdraw from representation of the Parties with respect

to the affected Program, in accordance with all applicable Missouri Rules of Professional Conduct.

- As a necessity of the joint representation, information obtained by CVR relating to the Programs will be and is authorized to be shared between the Parties. In the event one Party decides that some matter material to the joint representation should be kept from the other Party, CVR will withdraw from representation of the Parties, if required by the applicable Missouri Rules of Professional Conduct.
- Joint representation of the Parties may prevent the City or MAEDC from enjoying the limitations on attorney disclosures of communications from a client relating to the attorney's representation of that client. Therefore, it must be assumed that in the event of litigation between the Parties, the attorney-client privilege may no longer protect any such communications. **In no circumstance, however, shall a third-party be able to cause waiver or dilution of the attorney-client privilege enjoyed by either Party.**
- In the event that joint representation of the Parties with respect to the Programs or any Program results in an irreconcilable conflict, CVR may be required to withdraw from representation of each of the Parties or one of the Parties, which may result in additional costs, embarrassment, recrimination, or other adverse effects.

2. On behalf of the City and MAEDC, each having been fully informed of the considerations and circumstances described above, and in waiver of any potential or actual conflicts of interest that may exist now or in the future, each of the Parties, by and through the undersigned duly authorized person, hereby gives its informed consent to CVR's joint representation of the Parties with respect to all legal work necessary and appropriate related to the Programs and any Program, even if the interests are directly adverse, to the full extent such conflicts may be waived under the applicable Missouri Rules of Professional Conduct. The Parties further agree that CVR may withdraw its representation of the Parties or either of them without prejudice should it be determined that continued representation of such Party or Parties would violate the applicable Missouri Rules of Professional Conduct.

CITY OF MOBERLY, MISSOURI

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

Date: \_\_\_\_\_, 2022

ATTEST:

[SEAL]

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



MOBERLY AREA ECONOMIC DEVELOPMENT CORPORATION

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

Date: \_\_\_\_\_, 2022

ATTEST:

[SEAL]

\_\_\_\_\_

## **CONSENT TO JOINT REPRESENTATION AND WAIVER OF CONFLICTS OF INTEREST**

**WHEREAS**, the City of Moberly, Missouri (the “**City**”) and the Moberly Area Economic Development Corporation (the “**MAEDC**,” and together with the City, the “**Parties**”) have in concert and together sought to facilitate economic development projects, including provision of various public incentives and development financing for various properties, projects, and undertakings within the corporate limits of the City; and

**WHEREAS**, to facilitate the foregoing joint efforts, the Parties wish to have Cunningham, Vogel & Rost, P.C. (“**CVR**”) represent the Parties and to jointly provide legal services in connection with present and future economic development projects including, without limitation, undertakings pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended (collectively, the “**Programs**” and each, individually, a “**Program**”); and

**WHEREAS**, the legal work relating to the Programs will involve simultaneous representation of the Parties, including, without limitation, review and documentation of public incentives, drafting and negotiation of development agreements, exploration and implementation of public financing mechanisms, and advising the Parties or either of them in connection with the Programs, for which the Parties may have or may appear to have conflicts of interest; and

**WHEREAS**, the City and MAEDC have each previously determined and here reaffirm that it is in their mutual best interests to have CVR serve as their joint counsel representing both of the Parties in connection with the Programs and therefore desire to consent to such joint representation and to waive and consent to any actual or potential conflicts of interest as may exist from such joint representation;

**NOW THEREFORE**, the Parties, with understanding of the circumstances and in order to engage such joint representation, and to continue to allow for individual representation for the Programs, except as may be specifically hereinafter specified, do hereby provide the informed consent and waiver of conflicts of interest as follows:

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to the affected Program, in accordance with all applicable Missouri Rules of Professional Conduct.

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- Joint representation of the Parties may prevent the City or MAEDC from enjoying the limitations on attorney disclosures of communications from a client relating to the attorney's representation of that client. Therefore, it must be assumed that in the event of litigation between the Parties, the attorney-client privilege may no longer protect any such communications. **In no circumstance, however, shall a third-party be able to cause waiver or dilution of the attorney-client privilege enjoyed by either Party.**
- In the event that joint representation of the Parties with respect to the Programs or any Program results in an irreconcilable conflict, CVR may be required to withdraw from representation of each of the Parties or one of the Parties, which may result in additional costs, embarrassment, recrimination, or other adverse effects.

2. On behalf of the City and MAEDC, each having been fully informed of the considerations and circumstances described above, and in waiver of any potential or actual conflicts of interest that may exist now or in the future, each of the Parties, by and through the undersigned duly authorized person, hereby gives its informed consent to CVR's joint representation of the Parties with respect to all legal work necessary and appropriate related to the Programs and any Program, even if the interests are directly adverse, to the full extent such conflicts may be waived under the applicable Missouri Rules of Professional Conduct. The Parties further agree that CVR may withdraw its representation of the Parties or either of them without prejudice should it be determined that continued representation of such Party or Parties would violate the applicable Missouri Rules of Professional Conduct.

CITY OF MOBERLY, MISSOURI

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

Date: \_\_\_\_\_, 2022

ATTEST:

[SEAL]

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

MOBERLY AREA ECONOMIC DEVELOPMENT CORPORATION

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2022

ATTEST: [SEAL]

\_\_\_\_\_

# City of Moberly

## City Council Agenda Summary

Agenda Number: #14.

Department: Public Utilities

Date: February 22, 2021

**Agenda Item:** A Resolution Approving A Purchase Of Wetlands Mitigation Credits As Part Of The Moberly Stormwater Detention Project And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

**Summary:** As part of the Moberly Area Industrial Park Regional Stormwater Detention Basin Improvements project, the US Army Corps of Engineers has determined that wetland impacts resulting from the project must be mitigated through one of two regional In-Lieu Mitigation Program agencies. This expense represents Moberly's purchase of the required credits. This purchase will be for 3.15 wetlands credits at \$8,000 each for a total cost of \$25,200.00.

**Recommended**

**Action:** Approve the resolution.

**Fund Name:** Public Utilities Stormwater Department

**Account Number:** 301.115.5805, Government Fees

**Available Budget \$:** \$0

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	<b>Council Member</b>		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Brubaker</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>Davis</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. \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CREDIT PURCHASE AGREEMENT FOR WETLANDS WITH THE LAND LEARNING FOUNDATION.**

**WHEREAS**, as part of the Moberly Area Industrial Park Regional Stormwater Detention Basin Improvements (“Detention”) project, the U.S. Army Corp of Engineers has determined that wetland impacts resulting from the project must be mitigated through two regional In-Lieu Mitigation Program Agencies; and

**WHEREAS**, The Land Learning Foundation (“Land”) owns and operates an approved In-Lieu Fee Mitigation Program and may sell the city Stream Credits which will satisfy wetland impacts mitigation requirement; and

**WHEREAS**, attached hereto is a Credit Purchase Agreement (the “Agreement”) with Land for the purchase of 3.15 New Method Wetland Credits in the amount of \$25,200.00; and

**WHEREAS**, city staff recommends acceptance of the Agreement in order to further the Detention project.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Agreement on behalf of the city and take such other and further actions as may be required to complete the agreement with Land.

**RESOLVED** this 22nd day of February, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



LL Foundation d/b/a  
The Land Learning Foundation  
705 W. Jackson  
P.O. Box 55  
Keytesville, MO 65261

#14.

February 7, 2022

Name: City of Moberly  
Brian Crane  
City Manager  
101 W Reed Street  
Moberly, MO 65270

RE: **USACE Permit #:**  
Project Title: City of Moberly Detention Basin  
USACE Project Manager: Sean Beyke

### **CREDIT PURCHASE AGREEMENT**

**SELECT:   STREAM   X WETLAND**

This **CREDIT PURCHASE AGREEMENT** (“Agreement”) is entered into effective the 7th day of February, 2022, by and between The Land Learning Foundation, a Missouri not-for-profit organization, P.O. Box 55, Keytesville, MO 65261 (“LLF”) and City Of Moberly (“Purchaser”) (jointly, the “Parties”).

WHEREAS,

LLF owns and operates an approved In-Lieu Fee Mitigation Program (“ILF Program”) in the State of Missouri;

The ILF Program operates in compliance with an approved In-Lieu Fee Program Final Instrument (Corps Project No. 2008-1124) and in accordance with applicable federal law, regulations, and guidance on mitigation banks and in-lieu fee programs, including applicable provisions of the United States Code of Federal Regulations, Title 40, Section 230.98 (40 CFR 230.98);

The ILF Program offers stream and wetland credits to service territories in the State of Missouri including the Grand Chariton Ecological Drainage Unit (“EDU”);

The Purchaser wishes to acquire Stream Credits as compensatory mitigation necessary to satisfy unavoidable impacts described in a permit application that Purchaser has submitted to the U.S. Army Corps of Engineers (“USACE”); and

The Parties desire to enter into this Agreement under the terms and conditions set forth below:

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. TYPE OF CREDITS TO BE PURCHASED: WETLAND
2. NUMBER OF CREDITS TO BE PURCHASED. Upon execution of this Agreement, LLF will reserve a total of 3.15 New Method Wetland Credits and shall make those Credits available to Purchaser to satisfy Purchaser’s compensatory mitigation obligation referenced above.





LL Foundation d/b/a  
The Land Learning Foundation  
705 W. Jackson  
P.O. Box 55  
Keytesville, MO 65261

#14.

3. **PRICE.** In exchange for the Credits reserved, Purchaser shall pay LLF Eight Thousand dollars (\$8,000.00) per credit for a sum of Twenty-Five Thousand, Two Hundred dollars (\$25,200.00). This payment shall be made within five (5) business days of the execution of this Agreement by wire transfer or check payable to “The Land Learning Foundation.”
4. **CREDIT SALE DOCUMENTATION.** LLF shall provide documentation to the USACE sufficient to allow it to make a public record of the sale contemplated herein on the ILF Program Credit Ledger of the USACE Regulatory In-Lieu Fee and Bank Information System.
5. **FURTHER ACTS.** The Parties shall each execute and deliver to the other, as needed and for no additional consideration, such further assignments, certificates, instruments, assurances, or other documents, as are reasonably necessary to give full effect to this Agreement.
6. **NOTICES.** Any notice required to be given under this Agreement shall be in writing and shall be deemed effectively given when sent by certified mail to the addresses set forth below. All other communication between the Parties shall likewise be to the following addresses:

**If to LLF:**

The Land Learning Foundation  
P.O. Box 55  
Keytesville, Missouri 65261  
(660)788-4465  
With an e-mail copy to:  
[info@landlearning.org](mailto:info@landlearning.org)

**If to Purchaser:**

Name: David Ausmus  
Address: 804 E Patton Street  
Macon, MO 63552  
Phone: 660-676-2128  
With an e-mail copy to:  
[David@howecompany.com](mailto:David@howecompany.com)

7. **SUBCONTRACTORS.** Purchaser acknowledges that LLF works in collaboration with Mitico, LLC, a Missouri Limited Liability Corporation, and understands that Mitico will assist in satisfying LLF’s obligations under this Agreement. LLF may from time to time, in its sole discretion, engage other entities or agencies to assist in the same.
8. **NON-TRANSFERABLE.** The Purchaser may not to sell, transfer, or assign its rights herein without the express, prior, written consent of LLF.
9. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement.
10. **ENTIRE AGREEMENT.** This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the transaction described herein, and the Parties shall not be liable or bound to any other in any manner by any representations, warranties, covenants, and agreements except as specifically set forth herein.
11. **MODIFICATIONS.** No modifications or waiver of any provision of this Agreement, or consent to depart therefrom, shall be effective unless in writing and signed by both Parties.



LL Foundation d/b/a  
The Land Learning Foundation  
705 W. Jackson  
P.O. Box 55  
Keytesville, MO 65261

#14.

12. AGREEMENT BINDING ON SUCCESSORS IN INTEREST. This Agreement shall apply to and bind successors in interest of the Parties.

13. CHOICE OF LAW. This Agreement shall be governed by, and construed in the accordance with the laws of the State of Missouri.

In witness whereof, the Parties have signed this Agreement effective the day and year first written above.

**Purchaser:**

By:

Title:

**Seller:**

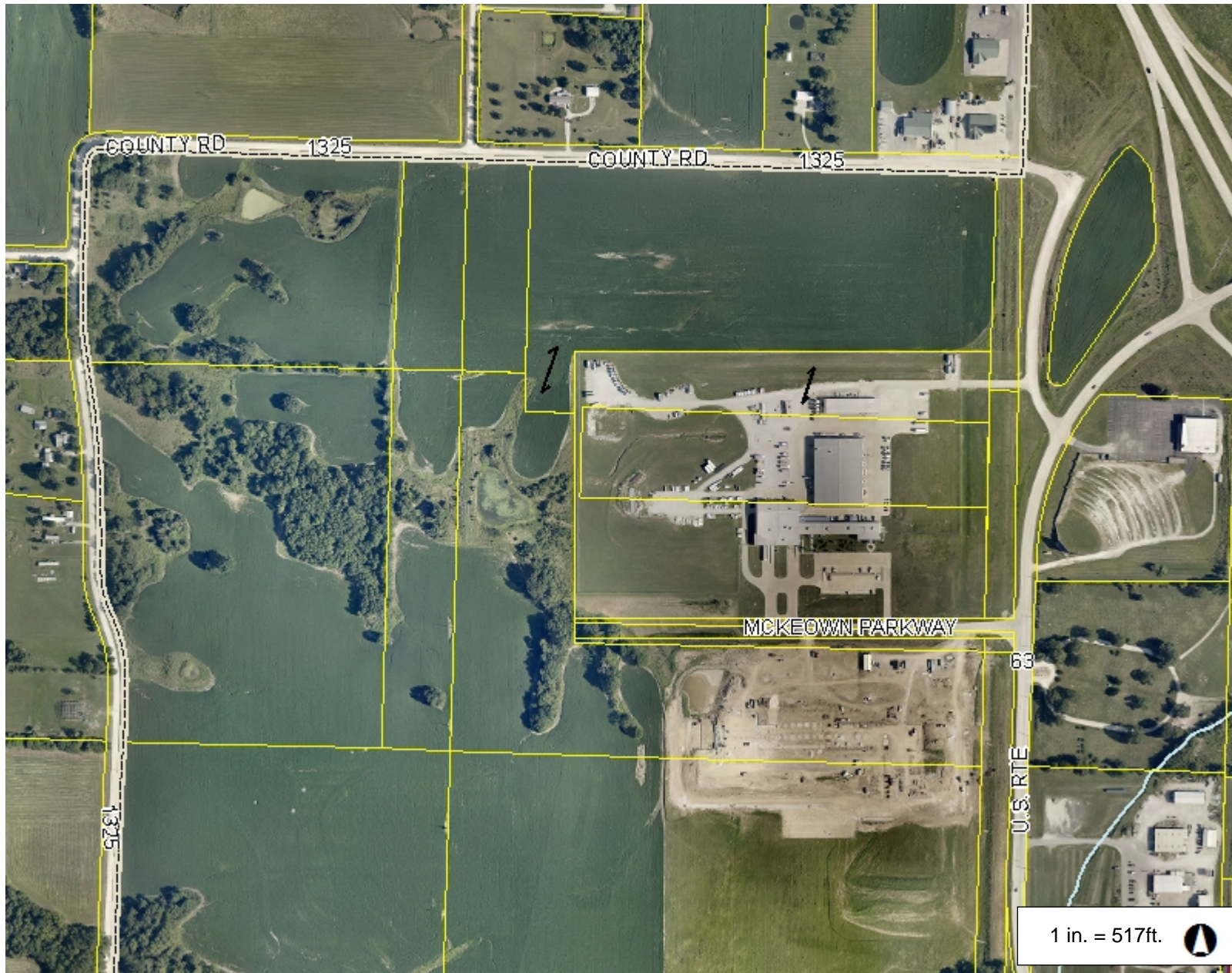
The Land Learning Foundation

By: Curtis Scott Martin

Title: Executive Director

# Moberly, MO

#14.



## Legend

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

1 in. = 517ft.



1,033.1 0 516.54 1,033.1 Feet

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

119

THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes

LL Foundation

704 W Jackson

P.O. Box 55

Keytesville MO 65261

**Invoice** #14.

Date	Invoice #
2/7/2022	2510

Bill To
City of Moberly C/O Brian Crane 101 W Reed Street Moberly, MO 65270

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	Due on receipt		2/7/2022				
Quantity	Item Code	Description				Price Each	Amount
3.15	Wetland Credits	3.15 Wetland Credits for City of Moberly detention basin project				8,000.00	25,200.00
Total						\$25,200.00	

# City of Moberly

## City Council Agenda Summary

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

#15.

Department: Parks & Recreation

Date: February 22, 2022

**Agenda Item:** A Resolution Accepting The Bid Of And Authorizing Contracting With Safeslide Restoration For Flume Repair At The City Pool.

**Summary:** The coating on the open flume slide is deteriorating and really needs addressed prior to the season. Over the last month in an expediated process given the urgency of getting on a contractor's schedule prior to the start of the pool season, we reached out to five companies to provide proposals for preparing the surface and recoating the interior and exterior. Three companies responded.

The lowest bid came from SafeSlide Restoration. They repaired and recoated our yellow family slide a few years ago and did an excellent job. Their references were very positive and they have done work for cities, private resorts, and larger water parks such as Great Wolf Lodge, Big Surf, Mark Twain Landing, and Six Flags (Eureka).

Because of the urgency, staff gave the green light to get on the SafeSlide Restoration's schedule, but we need Council to ratify their proposal.

This is an unbudgeted item, but our fund balance can cover it.

### Recommended

**Action:** Approve the Resolution.

**Fund Name:** Aquatic Center – General Equipment Maintenance

**Account Number:** 115.042.5311

**Available Budget \$:** \$7,196.29

### 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 checked="" type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

Aye

Nay

### Mayor

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

\_\_\_

### Council Member

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

\_\_\_

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

\_\_\_

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

\_\_\_

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

\_\_\_

Passed Failed



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

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

**A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING CONTRACTING  
WITH SAFESLIDE RESTORATION FOR FLUME REPAIR AT THE CITY POOL.**

**WHEREAS**, the Parks and Recreation Department directly solicited bids from five qualified companies to perform repair of the coating on the open flume slide at the city swimming pool; and

**WHEREAS**, three responses were received and the bid of SafeSlide Restoration in the amount of Twenty Eight Thousand Two Hundred and Ninety Dollars (\$28,290.00) was the lowest responsible bid; and

**WHEREAS**, city staff recommends acceptance of the bid and contracting for the service.

**THEREFORE**, the Moberly, Missouri, City Council accepts the bid of SafeSlide Restoration and authorizes the city manager to contract for the repair of coating on the open slide flume and to take such other and further actions necessary to carry out the intent of this Resolution.

**RESOLVED** this 22<sup>nd</sup> day of February, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

# Safe Slide Restoration

"Restoring confidence in your slide."

Dale Cooper LLC DBA Safe Slide Restoration

P.O. Box 102, Farmington, MO 63640

855.639.7543

[www.safeslides.com](http://www.safeslides.com)

February 9, 2022

**Moberly Aquatic Center** / Attn: Dirk Miller  
100 Rothwell Park Rd, Moberly, Mo 65270  
573-489-2737 / Email

Hello Dirk,

The following is a contract for the restoration of your water slide. This is based on the information that was sent to Safe Slide Restoration on 01.06.2022. Our company is certified in fiberglass composites by the American Composite Manufacturer's Association (ACMA). We have over **20-years** of experience working with fiberglass and gel coat.

## We Have The Industry's Best Warranties

- There is a **5 - year warranty** on paint for adhesion.
- There is a **5 - year warranty** on structural fiberglass repair not to delaminate.
- There is a **5 - year warranty** on gel coat. With yearly maintenance plan



## Unique Restoration System

### Products

Superior Products  
Industry Proven  
Chosen by Performance not Price

### Processes

Documented Procedures  
Consistent & Standards  
Safety Standards  
Proper PPE

### People

Unmatched Certifications  
ACMA, NACE, OSHA, Non-Slip  
Experience: 160 Projects Last Year

## Guarantees

All Project Managers are ACMA Certified  
Gel Coat Thickness Meets OEM Standards  
Meeting Deadlines  
Responsive

**Slide Description:****Open Flume Body Slide – Red & Blue****Work Description:****Option B****Gel Coat - Interior:**

- Strip previous coating
- Repair all minor fiberglass repairs in ride path\* (minor repair does not require laminating)
- All repairs will be done with vinyl-ester resin
- Prepare interior ride path for Gel Coat
- Add textured surface to start tub if needed
- Refinish interior ride path of slide with Gel Coat
- Gel Coat will be applied to a thickness of 20 - 24 mils.
- Premium Gel Coat will be used
- Recaulk all seams (recaulking is not a guarantee to stop leaking seams) \*\*
- Seams will be sealed with premium caulk
- Base white gelcoat will be used unless otherwise specified

**Paint - Exterior:**

- Strip previous coating
- Wash exterior of slide with internally formulated cleaner
- Prime-coat bare areas as needed
- Paint exterior with Poly - Siloxane Paint
- Paint RAL color: \_\_\_\_\_

INIT: \_\_\_\_\_

**Project Amount Option B: ..... \$28,290.00**

**\*Fiberglass repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or scrape with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge).**

If there are any chip repairs and gel coat is required; we are certified in field color-matching for gel coat. This is not to be confused with manufacturer's exact color matching. If there are any previous coatings; Safe Slide Restoration does not warranty any substrates previously coated after the manufacture's original coating, or any previous repairs. We do not cover any defects made by the manufacturer(s), as determined by our staff. If a warranty is necessary, Safe Slide Restoration covers cost of materials, labor & accommodations. The cost of a lift, scaffolding, or any equipment rentals for warranty work is the responsibility of the customer. There will be an additional charge for failed coatings. Recaulking seams does not apply if the seams are fiberglassed over. If we are repairing leaking seams the customer is responsible for identifying the leaking seams. The cost of a lift is not included in the above pricing. If a lift is needed, we are not responsible for any broken concrete. Sometimes slides require a second coat of paint to achieve the desired finish. If a second coat of paint is required there will be an additional charge of 50 % of the original paint price. The pricing does not include the cost of state taxes or licenses, if required.

Safe Slide Restoration reserves the right to have adequate access to the project area to complete the project as efficiently as Safe Slide Restoration deems possible. This may require, but not limited to: working 12 hours a day / seven days a week. The park is responsible to provide an adequate water source and electric power for the duration of the job.

50% - due before project starts

50% - due upon completion

Note: These payment terms may be negotiable, please connect with your Customer Representative if you need alternative options for your budget/needs.

After 30 days, an additional 5% will be added to the unpaid amount, and every 30 days thereafter that the payment is late. The park is responsible for any legal fees necessary to collect payment.

Signatures:

Moberly Aquatic Center: \_\_\_\_\_

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

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

Safe Slide Restoration: \_\_\_\_\_

Date: 2/8/22

Print: Joseph Atherton

### Terms & Conditions

**\*Fiberglass repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or gouge with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge). This does not include any major repairs that require fiberglass cloth and resin lamination.**

**\*\* Because of the restrictions of our caulk being able to adhere to joints without the proper amount of surface area, we require that the seams are 3/16" wide to caulk them (If seams are too tight, the caulk will not adhere properly).**

### **Customer Expectations**

Safe Slide Restoration reserves the right to have adequate access to the project area in order to complete the project as efficiently as Safe Slide Restoration deems necessary. This may require, but is not limited to: working 12 hours per day and seven days per week. The facility is responsible for providing access to an adequate water source (5 gallons per minute), electrical power (multiple circuits will be needed), and restroom facilities for the duration of the job. In the event that the project involves any chip repairs or gel coat application, Safe Slide's technicians are capable of in-field color matching the existing Gel Coat. (This is not to be confused with the manufacturer's exact color matching). Our customers have the right to request a draw down, but requests must be made 45 days before the Safe Slide crew arrives on-site. Recaulking seams does not apply if the seam has been previously permanently fiberglassed. We strive towards the very best finish that can be achieved; however, some pinholes may be present. This Agreement shall be construed and governed by the laws of the State of Missouri. The parties agree that in the event any action is brought to enforce any terms of this Agreement or for damages for breach of the Agreement, the venue for such cause of action shall be Madison County, Missouri Circuit Court.

### **Customer Responsibilities**

In the event that leaking seams are being addressed by Safe Slide Restoration, the customer is responsible for identifying and labeling seams on the interior and exterior of the slide (we recommend using a permanent marker in the ride path to label seams). The customer is responsible for identifying areas where lift is unable to operate. If a lift is required, Safe Slide is not responsible for any broken concrete, landscaping, etc. Safe Slide may require the removal of fencing to allow lift access to the water slide area if there isn't access through a gate opening. The customer is responsible for providing waste removal. The customer is required to provide access to restrooms to the Safe Slide crew for the duration of the project. A walk through of finished work and subsequent sign-off is required before Safe Slide's crew leaves the job site. Missing the post project walk through is equivalent to an approved sign off by the customer. Safe Slide Restoration will not be responsible for unscheduled return work in the case that the customer misses scheduled post project walk-through and subsequent sign-off. We recommend 20 test rides on your slide(s), with different body sizes and builds, if possible, before the season begins. We highly recommend daily dry inspections and a single test ride before daily operation.

### **Possible Additional Charges**

If there are any previous interior or exterior coatings not specified in the above work scope, there will be an additional charge for interior or exterior failed coatings. The pricing above does not include the cost of state taxes, licenses, or permits if required. Slides may require a second coat of paint to achieve the desired finish. In the event that a second coat of paint is required, there will be an additional charge of 50% of the original paint price. A 2-3-point Tie-off system on top portion of closed flume slide may be needed if a lift is inaccessible. A cost of \$90 per panel will be assessed and tie offs will stay in place for customer use. An additional daily fee may be assessed if the project site is compromised due to negligence of customer or persons under the customer's control of said project site. If the customer does not show up and needs to postpone the post job walk through, there will be an additional charge for the delay. This will be determined by how long Safe Slide must stay on site in order to get the walk-through and sign-off which is required before our staff leaves the site. **The cost of a lift and/or scaffolding is not included in the above pricing.** If a lift and/or scaffolding is required, it will be the responsibility of the park to provide.



## Warranty Information

### **5 – year paint Workmanship warranty:**

Our 5 – year workmanship warranty covers any delamination that occurs of the coating applied. This warranty **does not** cover fading, claims from extreme acts of nature, improper washing procedures, vandalism, improper maintenance with application of aggressive chemicals. This warranty may become void if peeling occurs due to poor adhesion from the previous original or recoated substrate occurs.

### **5 – year structural repair workmanship warranty:**

Our 5-year workmanship warranty covers delamination of fiberglass from original substrate. This warranty **does not** cover claims from extreme acts of nature, vandalism, or repair that overlaps a repair completed by a previous contractor.

### **5 – year gel coat workmanship warranty:**

Our 5 - year workmanship warranty is only valid if the facility chooses to participate in a yearly maintenance program with Safe Slide Restoration. If not, a standard 2 – year workmanship warranty will apply. Gel coat warranty covers delamination of applied gel coat only. This warranty **does not** cover damage from osmosis blistering, damage or deterioration of cosmetic surface finishes, including corrosion, cracking, crazing, discoloration, fading, oxidation of gel coat, or wet coring/substrates. This warranty does not cover substrates previously coated after the manufacturer’s original coating, unless post-manufacturer coating is completely removed by Safe Slide prior to the application of the new coating. This warranty also does not cover any repairs that have been completed by a previous contractor.

**Safe Slide Restoration does not offer any warranty for caulking of seams.**

## Confidentiality Agreement

**The information in this document is confidential to the person to whom it is addressed and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior written consent of the directors of Safe Slide Restoration.**

# City of Moberly

## City Council Agenda Summary

Agenda Number: #16.

Department: Parks and Recreation

Date: February 22, 2022

**Agenda Item:** A Resolution Authorizing And Accepting A Change Order To The Tannehill Park Splashpad Contract With Irvinbilt Constructors, Inc., For Unanticipated Expenses.

**Summary:** Change orders were needed for a few items relating to the splash pad as detailed below and attached. To keep the contractor moving, the change order was signed off by staff and submitted and is now coming before Council for approval. The change orders have not be paid as payments are made upon completion of work.

**Building footprint:** some of the equipment specified will need more space than originally designed both for installation and for use/maintenance upon project completion. This is due in part to some components in available supply taking inches more than anticipated, pushing an already tight design to its limit. The building increased from 16'x16' to 18'x18'.

**Water:** due to upcoming water main replacement which likely will occur after splash pad completion, additional cost and components (tee, valve, valve box) will be necessary to tie into the existing water line while also running the line to the location where the new water main will run to facilitate a quick change-over when the line main is put in.

**Sewer:** Additional costs relate to the addition of a 4" drain line that collects the sump pump discharge and takes it to the storm sewer rather than directly onto the ground as originally designed, eliminating an eyesore and play/trip hazard for kids.

**Electrical:** Additional costs relate to burying the new line to eliminate the old meter and pole on site. The tie-in will be at the transformer on the pole to the east. Additional costs also relate to tying in the gazebo and light pole on site to the new service on the north side of the pumphouse so all electrical on site is updated and underground.

**Recommended Action:** Approve this resolution

**Fund Name:** Parks -Capital Improvement

**Account Number:** 115.041.5502

**Available Budget \$:** \$662,950.44

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>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	<b>Council Member</b>		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ <b>Brubaker</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ <b>Kimmons</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ <b>Davis</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"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other_____		Passed	Failed

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

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

**A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE TANNEHILL PARK SPLASHPAD CONTRACT WITH IRVINBILT CONSTRUCTORS, INC., FOR UNANTICIPATED EXPENSES.**

**WHEREAS**, this Council previously accepted the bid of Irvinbilt Constructors, Inc. (“Irvinbilt”) in the amount of \$599,700.00 and authorized contracting for construction of the Tannehill Park Spray Ground; and

**WHEREAS**, a proposed Change Order (attached hereto) has been submitted by Irvinbilt for various unanticipated expenses at an additional cost of \$20,208.00; 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 22nd day of February, 2022, by the Council of the City of Moberly, Missouri.

---

Presiding Officer at Meeting

**ATTEST:**

---

Shannon Hance, City Clerk

## CHANGE ORDER

No. 01DATE OF ISSUANCE February 15, 2022EFFECTIVE DATE Upon final signature

OWNER City of Moberly  
 CONTRACTOR Irvinbilt Constructors, Inc.  
 Contract: Tannehill Park Spray Ground  
 Project: Tannehill Park Spray Ground  
 OWNER's Contract No. \_\_\_\_\_ ENGINEER's Contract No. 21-520  
 ENGINEER: Water's Edge Aquatic Design, LLC

You are directed to make the following changes in the Contract Documents that increase the Contract price \$20,208.00. Supporting documents have been previously provided.

- Building Expansion (2' wider, 2' longer) \$ 9,458.00
- Water service changes (add tee, valve, valve box, and cap on waterline). \$ 1,875.00
- Sewer service changes (relocate manhole and install sump pump discharge below grade) \$ 2,159.00
- Extend and reroute new electrical service (to drop from farther pole) \$ 3,127.00
- New electric load center (#4B) at gazebo \$ 1,997.00
- New wiring for existing park light (#4C) \$ 1,592.00

CHANGE IN CONTRACT PRICE:
Original Contract Price: \$ <u>599,700.00</u>
Net Increase from previous Change Orders: \$ <u>0.00</u>
Contract Price prior to this Change Order: \$ <u>599,700.00</u>
Net increase for this Change Order: \$ <u>20,208.00</u>
Contract Price with all approved Change Orders: \$ <u>619,908.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>May 27, 2022</u> Ready for final payment: <u>June 26, 2022</u>
Net change from previous Change Orders: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Times prior to this Change Order: Substantial Completion: <u>May 27, 2022</u> Ready for final payment: <u>June 26, 2022</u>
Net increase this Change Order: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>May 27, 2022</u> Ready for final payment: <u>June 26, 2022</u>

RECOMMENDED:

 By: Michael J. Fisher  
 ENGINEER (Authorized Signature)
Date: February 15, 2022

ACCEPTED:

 By: [Signature]  
 CONTRACTOR (Authorized Signature)
Date: 2/15/2022

APPROVED:

 By: [Signature]  
 OWNER (Authorized Signature)
Date: 2-16-22

# City of Moberly

## City Council Agenda Summary

Agenda Number: #17.

Department: Police

Date: February 22, 2022

**Agenda Item:** A Resolution Of The City Of Moberly, Missouri, Accepting A Missouri Department Of Public Safety Criminal Justice Local Law Enforcement Block Grant And Authorizing The Mayor To Execute A Subaward Agreement.

**Summary:** The Moberly Police Department applied for and has received a grant in the amount of \$4,748.82 from the Local Law Enforcement Block Grant to purchase replacement ballistic shields for the Police Department. The grant authorizes the purchase of 1 Ballistic Shield Window III and 2 Ballistic Shield Window IIIA The Grant requires the signature of the City of Moberly Mayor.

### Recommended Action

Approve this resolution

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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



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

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

**A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, ACCEPTING A MISSOURI DEPARTMENT OF PUBLIC SAFETY CRIMINAL JUSTICE LOCAL LAW ENFORCEMENT BLOCK GRANT AND AUTHORIZING THE MAYOR TO EXECUTE A SUBAWARD AGREEMENT.**

**WHEREAS**, the Moberly Police Department applied for a Local Law Enforcement Block Grant (“LLEBG”) through the Missouri Department of Public Safety (“MDPS”) for acquisition of ballistic shields; and

**WHEREAS**, the city has received notification from MDPS that it has been awarded grant funds of \$4,748.82 for the purchase of shields upon the execution of a Subaward Agreement (“Agreement”) attached hereto; and

**WHEREAS**, city staff recommends the acceptance of the grant award and the execution of the Agreement by the Mayor.

**NOW, THEREFORE, BE IT RESOLVED** this 22nd day of February, 2022, by the City of Moberly, Missouri, that the LLEBG grant award is accepted; and

**BE IT FURTHER RESOLVED**, that the Mayor of Moberly, Missouri is hereby authorized to execute and submit the Subaward Agreement on behalf of the City and to initial each page of the Agreement and take such other and further actions as may be necessary to successfully obtain the grant funds.

\_\_\_\_\_  
Presiding Officer

**ATTEST:** \_\_\_\_\_  
City Clerk

MICHAEL L. PARSON  
Governor

SANDRA K. KARSTEN  
Director



Lewis & Clark State Office Bldg.  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65101-0749  
Telephone: 573-751-4905  
Fax: 573-751-5399

STATE OF MISSOURI  
**DEPARTMENT OF PUBLIC SAFETY**  
**OFFICE OF THE DIRECTOR**

February 4, 2022

Jerry Jeffrey, Mayor  
Moberly, Police Department  
300 N. Clark Street  
Moberly Missouri, 65270

RE: FY 2021 Local Law Enforcement Block Grant (LLEBG)  
Award # 15PBJA-21-GG-00249-MUMU-016

Dear Mayor Jeffrey:

The Missouri Department of Public Safety is pleased to inform you that your agency has been awarded \$4748.82 for your FY 2021 LLEBG Application # 133369. Enclosed is the FY 2021 LLEBG Subaward Agreement, please carefully review and sign the documentation provided. **Signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions** certifies your acceptance of the award conditions. Once signed and initialed, please mail the original documents to our office at the address listed above no later than **February 25, 2022**. Awarded items are listed below:

Awarded item(s);

- Ballistic Shield Window III (1)
- Ballistic Shield Window IIIA (2)

Enclosed is a grant folder for your agency to use to file all grant related records. Please do **not** return the folder to our agency.

An email has been sent with the **mandatory** Compliance Workshop Training information. If your agency has not received the email, please contact your Grant Specialist, as your award will not be marked "Underway" until it has been completed.

We look forward to working with you on this award. Should you have any questions or need additional information, do not hesitate to contact Becky Block at (573) 522-3455 or [Rebecca.block@dps.mo.gov](mailto:Rebecca.block@dps.mo.gov).

Sincerely,



Michelle Branson, Grants Supervisor  
Missouri Department of Public Safety  
Criminal Justice/Law Enforcement Unit



**Missouri Department of Public Safety  
Criminal Justice/Law Enforcement Unit**

P.O. Box 749, Jefferson City, MO 65101  
Telephone: 573-526-1928 Fax: 573-751-5399

**SUBAWARD AGREEMENT**

DATE 02/04/2022	
FEDERAL IDENTIFICATION NUMBER 15PBJA-21-GG-00249-MUMU	CONTROL NUMBER 016
DUNS NUMBER 80020845	

SUBRECIPIENT NAME Moberly, Police Department	
ADDRESS 300 N. Clark Street	
CITY Moberly	STATE Missouri
ZIP CODE 65270	
TOTAL AMOUNT OF THE FEDERAL AWARD \$4,748.82	AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$4,748.82
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$4,748.82	TOTAL APPROVED COST SHARING OR MATCHING \$4,748.82
PROJECT PERIOD FROM 2/1/2022	PROJECT PERIOD TO 7/31/2022
FEDERAL AWARD DATE 08/19/2021	
PROJECT TITLE Local Law Enforcement Block Grant (LLEBG)	
FUNDED BY Edward J. Byrne Memorial Justice Assistance Grant	
FEDERAL AWARDOING AGENCY U.S. Department of Justice	PASS THROUGH ENTITY Missouri Department of Public Safety – CJ/LE
IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> AMOUNT
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 16.738	METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement

**CONTACT INFORMATION**

CJ/LE GRANT CONTACT		SUBRECIPIENT PROJECT DIRECTOR	
NAME Becky Block	NAME Troy Link		
E-MAIL ADDRESS Rebecca.block@dps.mo.gov	ADDRESS (If different from above) 300 N Clark		
TELEPHONE (573) 522-3455	CITY, STATE AND ZIP CODE MOBERLY MO, 65270		
PROGRAM MANAGER Joni McCarter	TELEPHONE (660) 263-0346	E-MAIL ADDRESS tlink@moberlypd.com	

SUMMARY DESCRIPTION OF PROJECT

The Local Law Enforcement Block Grant (LLEBG) Program provides funding to units of local government for the purpose of reducing crime and improving public safety. The LLEBG grant opportunity provides resources to combat violent crime through improved information sharing, and officer safety.

**AWARDING AGENCY APPROVAL**

TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE

**SUBRECIPIENT AUTHORIZED OFFICIAL**

TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Jerry Jeffrey, Mayor	
SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE 2/10/2022

**THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH  
ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT, THE SUBRECIPIENT IS  
AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.**



GRANT PROGRAM FY 2021 LLEBG	SUBRECIPIENT Moberly, Police Department
AWARD NUMBER 15PBJA-21-GG-00249-MUMU-016	DATE 02/04/2022

## SUBAWARD AGREEMENT

### ARTICLES OF AGREEMENT

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Article VI	Minors
Article VII	Texting While Driving
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Article IX	Employment Eligibility Verification For Hiring Under The Award
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Article XXI	Criminal Intelligence Systems
Article XXII	Law Enforcement Task Forces – Required Training
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Article XXIV	Required Data On Law Enforcement Agency Training
Article XXV	Expenditures Prohibited Without Waiver
Article XXVI	DNA Testing
Article XXVII	Criminal Justice/Law Enforcement Unit (CJ/LE), Specific



GRANT PROGRAM FY 2021 LLEBG	SUBRECIPIENT Moberly, Police Department
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**Article I - Applicability of Part 200 Uniform Requirements:** The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP. The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

**Record retention and access:** Records pertinent to the award that the recipient (and any Subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any Subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

**Article II - Breach of Personally Identifiable Information (PII):** The Subrecipient assures it has written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the activities of this subaward or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Missouri Department of Public Safety, Office of Director no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**Article III - Civil Rights and Nondiscrimination:** The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and Subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and Subrecipients that are faith-based or religious organizations. The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi->



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bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data. Part 54, currently states that the Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination based on sex in certain "education programs."

**Article IV - Equal Employment Opportunity Plan (EEOP):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEOP obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <https://ojp.gov/about/ocr/eeop.htm>.

**Article V - Protection from Reprisal for Disclosures:** The Subrecipient understands, pursuant to 41 U.S.C § 4712, an employee or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee or subcontractor reasonably believes is evidence of gross mismanagement of the funds under this subaward, a gross waste of the funds under this subaward, an abuse of authority relating to the funds under this subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the funds under this subaward.

**Article VI – Minors:** The Subrecipient understands that if the purpose of some or all of the activities to be carried out under this subaward is to benefit a set of individuals under 18 years of age, the Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

**Article VII - Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Missouri Department of Public Safety encourages the Subrecipient to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded

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by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**Article VIII - Restrictions on the use of federal funds (FY 2021):** The Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://oip.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by Reference here. Should a question arise as to whether a particular use of federal funds by Subrecipient would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**Article IX - Employment Eligibility Verification:** The Subrecipient assures that it properly verifies the employment eligibility of individuals who are being hired, consistent with the provisions of 8 U.S.C. § 1324a (a) (1) and (2). As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), the Subrecipient agrees to maintain records of all employment eligibility verifications pertinent to compliance with this provision in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

**Article X - Non-Disclosure Agreements:** The Subrecipient understands it cannot require any employee or subcontractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department, the Missouri Department of Public Safety, or other agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the Subrecipient, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

In accepting this subaward, the Subrecipient:

- (a) Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or subcontractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or subcontractors from reporting waste, fraud, or abuse as described above; and
- (b) Certifies that, if it learns or is notified that it is or has been requiring its employees or subcontractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Missouri Department of Public Safety, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Missouri Department of Public Safety.



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**Article XI – OJP Training Guiding Principles:** Any training or training materials that the recipient or any Subrecipient at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

**Article XII Specific Federal Authorizations:** The Subrecipient must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefor does not consider a procurement “contract”).

The details of the requirements for authorization of any subaward are posted on the OJP website at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards (“subgrants”) must have specific federal authorization, and are incorporated by reference here.

**Article XIII - System for Award Management (SAM):** The Subrecipient assures it has registered in SAM.gov prior to submitting an application and will continue to maintain an active SAM registration with current information at all times during which it has an active subaward. The Subrecipient understands that it must renew its SAM registration every 12 months and that the Missouri Department of Public Safety may not make a subaward or disburse monies to the Subrecipient unless the Subrecipient has an active SAM registration. SAM is a Federal Government owned and operated free website that centralizes information about grant recipients. Upon successful registration with SAM, the Subrecipient will be assigned a unique five (5) character CAGE Code consisting of numbers and letters.

**Article XIV – Lobbying:** The Subrecipient understands and agrees that, in general, it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. Furthermore, the Subrecipient understands and agrees that, in general, federal law prohibits federal funds from being used to pay any person to influence (or attempt to influence) with respect to the awarding of a federal grant or cooperative agreement.

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures the following:

- (a) No federal appropriated funds may be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- (b) If the Subrecipient's request for federal funds is in excess of \$100,000, and any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with

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this federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities” in accordance with its instructions.

#### Article XV – Procurement

The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the “DPS Financial and Administrative Guidelines” and identified here:

- (a) All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
- (b) Purchases to a single vendor totaling less than \$10,000 may be purchased with prudence on the open market.
- (c) Purchases estimated to total between \$10,000 but less than \$100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.
- (d) Purchases with an estimated total of \$100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
- (e) Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
- (f) Sole source procurement on purchases to a single vendor of \$10,000 and over requires prior approval from the Missouri Department of Public Safety.

**Article XVI - Human Trafficking:** The Subrecipient assures that it does not engage in severe forms of trafficking in persons, procurement of a commercial sex act, use of forced labor in the performance of the subaward, or acts that directly support or advance trafficking in persons.

**Article XVII - Duplicative Funding:** The Subrecipient agrees that if it currently has an open award of federal and/or state funds or if it receives an award of federal and/or state funds other than this subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this subaward, the Subrecipient will promptly notify, in writing, the Missouri Department of Public Safety. If so requested and allowed by the Missouri Department of Public Safety, the Subrecipient shall submit a Subaward Adjustment for a budget revision or program revision to eliminate any inappropriate duplication of funding.

**Article XVIII - Reporting Potential Fraud, Waste, and Abuse:** The Subrecipient shall not make false statements or claims in connection with any funds sub-awarded by the Missouri Department of Public Safety. The result of such false statements or claims includes fines, imprisonment, and debarment from



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participating in state and federal grants or contracts, and/or other remedy by law. The Subrecipient must promptly refer to the U.S. Department of Justice, Office of Inspector General (OIG) and the Missouri Department of Public Safety (DPS) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or any other person has, in connection with funds under this subaward, either:

- (a) Submitted a claim that violates the False Claims Act; or
- (b) Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward must be reported to the OIG by one of the following methods:

Mail: Office of Inspector General  
U.S. Department of Justice, Investigations Division  
1425 New York Avenue, N.W., Suite 7100  
Washington, D.C. 20530

Online: <https://oig.justice.gov/hotline/contact-grants.htm>

DOJ OIG Fax: (202) 616-9881

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, must also be reported to the DPS by one of the following methods:

Mail: Missouri Department of Public Safety  
Office of the Director  
Attn: CJ/LE Unit  
P.O. Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102-0749

Email: [dpsinfo@dps.mo.gov](mailto:dpsinfo@dps.mo.gov)

DPS Fax: (573) 751-5399

The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the review of a report of fraud, waste, or abuse relating to funds under this subaward.

**Article XIX - Program Income:** The Subrecipient agrees to account for program income generated by the activities of this subaward, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all program income generated as a result of this subaward, shall be expended during the life of the project period, unless otherwise stated.

**Article XX - Duplication of Networks:** The Subrecipient assures that all equipment/software requested and purchased under this subaward must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Homeland Security Advisory Council.

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**Article XXI - Criminal Intelligence Systems:** The Subrecipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation.

**Article XXII - National Environmental Policy Act (NEPA):** The Subrecipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly or indirectly. Accordingly, the Subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Subrecipient agrees to contact the Missouri Department of Public Safety, Office of Director.

The Subrecipient understands this condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity being conducted by the Subrecipient or any third party, and the activity needs to be undertaken in order to use these grant funds, this condition must first be met. The activities covered by this condition are:

- (a) New construction;
- (b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- (c) A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- (d) Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.
- (e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the U.S. Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance.

**Article XXIII– Law Enforcement Task Forces – Requires Training:** Any law enforcement agency receiving direct or sub-awarded funding from this JAG ward must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

**Article XXIV - Required Data on Law Enforcement Agency Training:** Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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**Article XXV - Expenditures Prohibited Without Waiver:** No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

**Article XXVI – DNA Testing:** If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

**Article XXVII – Criminal Justice/Law Enforcement Unit (CJ/LE), Specific**

1. **Governing Directives:** The Subrecipient assures that it shall comply, and all its subcontractors as applicable shall comply, with the applicable provisions of the "LLEBG Solicitation", the "DPS Financial and Administrative Guide", the "DPS Subrecipient Travel Guidelines", any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (VOCA) of 1984 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women (VAWA) Act of 2013 (42 U.S.C. 13925(b)(13)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. Part 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); Executive Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and other neighborhood organizations); 28 C.F.R. Part 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and 28 C.F.R. Part 54 (U.S. Department of Justice Regulations – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and other applicable federal and state laws, orders, circulars, or regulations.
2. **Compliance Training:** As a recipient of federal funds, the Subrecipient is required to participate in any applicable Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training will be available online via webinar, a minimum of one person per agency is required to attend.
3. **Non-Supplanting:** The Subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.



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4. **Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' component, and/or 'Budget' component within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the Change of Information Form attached.
5. **Subaward Adjustments:** The Subrecipient understands that any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient (unless specifically notified by the Missouri Department of Public Safety of additional funding being awarded), but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.
6. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the Missouri Department of Public Safety, the Office of Missouri State Auditor, the U.S. Department of Justice (DOJ), the DOJ Office of Inspector General, the Comptroller General of the United States, or any of their authorized representatives immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.
7. **Criminal Activity:** The Subrecipient assures to formally report to the Missouri Department of Public Safety within 48 hours of notification if an individual funded, in whole or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Missouri Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.
8. **Fair Labor Standards Act:** All Subrecipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
9. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

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**10. Relationship:** The Subrecipient agrees that it will represent itself to be an independent Subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the Missouri Department of Public Safety. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

**11. Drug-Free Workplace:** As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650:

The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The Subrecipient's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of work funded by this subaward be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment funded by this subaward, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (e) Notifying the Missouri Department of Public Safety, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Subrecipients of convicted employees must provide notice, including position title of any such convicted employee, to the Missouri Department of Public Safety by one of the following methods:

Mail: Missouri Department of Public Safety

Office of the Director



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Attn: CJ/LE Unit

P.O. Box 749

1101 Riverside Drive

Jefferson City, MO 65102-0749

Email: dpsinfo@dps.mo.gov

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 12. Computer Networks:** The Subrecipient understands and agrees that funds sub-awarded may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication activities, or other law enforcement- or victim assistance-related activity.
- 13. Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.
- 14. Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, DOJ's Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
- 15. Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41455 (2002) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal

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financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <https://www.lep.gov/>.

2. **Findings of Discrimination:** The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a Subrecipient of federal funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with DOJ's Office for Civil Rights (OCR).
3. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
4. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
5. **Fund Availability:** The Subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
6. **OJP Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
7. **Allowable Costs:** The Subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The Subrecipient also agrees to expend funds no later than the date identified in the "LLEBG Solicitation". (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.





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8. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the "LLEBG Notice of Funding Opportunity". Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
9. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.
10. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.
11. **Debarment/Suspension:** The Subrecipient certifies, pursuant to non-procurement debarment and suspension regulations implemented at 28 CFR Part 2867, and to other related requirements, that it and its principles:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, tribal, or local) transaction or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;
  - (c) Have not within a three-year period preceding this subaward been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Department of Justice at [ojpcompliance@usdoj.gov](mailto:ojpcompliance@usdoj.gov), and, after such disclosure, the Subrecipient has received a specific written determination from the Department of Justice that neither suspension nor debarment of the Subrecipient is necessary to protect the interests of the Government in this case;
  - (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

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(e) Have not within a three year period preceding this subaward had one or more public transactions (federal, state, tribal, or local) terminated for cause or default.

12. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of OJP Financial Guide, Chapter 3.19, Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through subawards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.). The Subrecipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety within 60 days of the project period start date if it has met or exceeded this federal threshold.
13. **Suspension/Termination of Subaward:** The Missouri Department of Public Safety reserves the right to suspend or terminate any subaward entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the subaward shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. In the event a subaward is suspended or permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.
14. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
15. **Uniform Crime Reporting (UCR):** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.505 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.
16. **Vehicle Stops:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to vehicle stop reporting and will remain in full compliance for the duration of the project period.
17. **Federal Equitable Sharing Funds:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.
18. **Custodial Interrogations:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 590.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.



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19. **DWI Law – Law Enforcement:** The Subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
20. **DWI Law – Prosecutors:** The Subrecipient assures, where the project agency is a county prosecutor’s office or municipal prosecutor’s office, its county prosecutor’s office or municipal prosecutor’s office is in compliance with Section 43.544 RSMo relating to the “DWI Law” and has adopted a written policy to forward all charge information for intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.
21. **Data Reporting Requirements:** The Subrecipient agrees to complete and submit any data or statistical reports required for this program as outlined in the “LLEBG Solicitation”. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.
22. **Printed Materials:** The Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from the activities of this subaward shall contain the following (or similar) statement: “This project was supported by the Office of Justice Programs, U.S. Department of Justice’s Edward Byrne Memorial Justice Assistance Grant (JAG) Program - State Solicitation administered by the Missouri Department of Public Safety, Office of the Director. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the State or the U.S. Department of Justice.”
23. **Time Records Requirement:** The Subrecipient assures that, all project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the Missouri Department of Public Safety upon request.
24. **Body Armor:** The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that JAG funds may be used to purchase body armor but may not be used as the 50% match for purposes of BJA’s Bulletproof Vest Partnership (BVP) Program. Further, the Subrecipient understands that body armor purchased with JAG funds may be purchased at any threat level, designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Further, body armor or armor vests must also be “uniquely fitted vests”. In addition, body armor purchased with JAG funds must be made in the United States.
25. **Body Armor Policy:** The Subrecipient understands, if monies are requested and awarded for the purchase of body armor, that the law enforcement agency must have a written “mandatory wear” policy in effect. Per the Bureau of Justice Assistance (BJA), there are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The Subrecipient will be required to forward a copy of such policy to the Missouri Department of Public Safety at the time of acceptance of the subaward.

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26. **Body-Worn Cameras:** The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras, that JAG funds may be used but may not be used as the 50% match for purposes of BJA's Body-Worn Camera Policy and Implementation Program (BWC Program).
27. **Body-Worn Camera Policy:** The Subrecipient understands, if monies are requested and awarded for the purchase of body-worn cameras that the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. [The Bureau of Justice Assistance (BJA) Body-Worn Camera (BWC) Toolkit, which can be found online at <https://bja.ojp.gov/program/body-worn-cameras-bwcs/overview>, provides model BWC policies and best practices to assist departments in implementing BWC programs.] The Subrecipient will be required to forward a copy of such policy(s) to the Missouri Department of Public Safety at the time of acceptance of the subaward.

By accepting this award, the Subrecipient agrees:

1. To participate in quarterly Status Report submissions, if applicable.
  - Quarter 1 February 1, 2022 – April 31, 2022, due May 10, 2022
  - Quarter 2 May 1, 2022 – July 31, 2022, due August 10, 2022
2. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The Subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Public Safety, you must request instructions from DPS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the DPS Administrative Guide.
3. Expenditures for equipment and supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
4. DPS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the Subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the contract shall, at the option of the DPS, become property of the State of Missouri. The Subrecipient shall be



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entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

5. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
6. To follow the grant program guidelines as stated in the DPS Administrative Guide for CJ/LE Grants, as well as, Information Bulletins released by the CJ/LE Unit to provide important updates, clarifications and policy statements related to the Criminal Justice/Law Enforcement Unit grant programs.
7. In the event, DPS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

Prior written approval from CJ/LE is required prior to making any changes to the approved budget for this award.

# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** City Clerk  
**Date:** February 22, 2022

**Agenda Item:** A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

**Summary:** Appropriation Resolution.

**Recommended**

**Action:** Please approve this Resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

**ATTACHMENTS:**

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

**Roll Call**

**Aye**

**Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed Failed



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

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

**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$388,989.84.**

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

- SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$123,041.00.
- SECTION 2: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$43,377.86.
- SECTION 3: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$64,525.70.
- SECTION 4: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$7,333.70.
- SECTION 5: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$21,980.06.
- SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$5,320.63.
- SECTION 7: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$73.76.
- SECTION 8: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$65,522.59.
- SECTION 9: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$5,869.43.
- SECTION 10: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$37,000.00.
- SECTION 11: There is hereby appropriated out of the **2021 EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$546.25.
- SECTION 12: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$3,618.44.
- SECTION 13: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$364.62.
- SECTION 14: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$3,214.48.
- SECTION 15: There is hereby appropriated out of the **Ameren MO Solar Rebates Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$1,719.49.
- SECTION 16: There is hereby appropriated out of the **Solar Systems Settlement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$3,910.33.
- SECTION 17: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 22, 2022, in the amount of \$1,571.50.

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

**RESOLVED** this 22nd day of February 2022 by the Council of the City of Moberly, Missouri.

ATTEST:

\_\_\_\_\_  
Presiding Officer

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

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

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

**EXPENSES PAID FEBRUARY 4 - FEBRUARY 17, 2022 FOR THE  
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE  
FEBRUARY 22, 2022 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$ 123,041.00
Payroll Fund	\$ 43,377.86
Solid Waste Fund	\$ 64,525.70
Heritage Hills Golf Course Fund	\$ 7,333.70
Parks and Recreation Fund	\$ 21,980.06
Airport Fund	\$ 5,320.63
Utilities Collection Fund	\$ 73.76
Utilities OP & Maintenance Fund	\$ 65,522.59
Utilities OP Reserve Fund	\$ 5,869.43
Capital Improvement Trust Fund	\$ 37,000.00
2021 EDA Grant Projects Fund	\$ 546.25
Emergency Telephone Fund	\$ 3,618.44
Transportation Trust Fund	\$ 364.62
Street Improvement Fund	\$ 3,214.48
Ameren MO Solar Rebates Fund	\$ 1,719.49
Solar Systems Settlement Fund	\$ 3,910.33
Downtown CID Sales Tax Fund	\$ 1,571.50
<b>Total</b>	<b>\$ 388,989.84</b>

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.

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

\_\_\_\_\_  
Date



BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
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## 24 DISBURSEMENTS

88998	2/11/2022	5062	ALM ENVIRONMENTAL SERVICES CON	4,415.00
88999	2/11/2022	6	AMEREN MISSOURI	35.71
89000	2/11/2022	30	WOOGEDY LLC	1,918.06
89001	2/11/2022	16	AUTOZONE INC	18.52
89002	2/11/2022	1016	BALLINGER J W	73.71
89003	2/11/2022	6693	COX/MCLAIN ENVIRONMENTAL	1,446.05
89004	2/11/2022	1381	LEON UNIFORM COMPANY	99.50
89005	2/11/2022	1565	MACON ELECTRIC COOP	40.88
89006	2/11/2022	4066	METAL CULVERTS INC	353.04
89007	2/11/2022	1694	MFA INCORPORATED	439.10
89008	2/11/2022	432	MISSOURI DEPT OF REVENUE 3390	73.76
89009	2/11/2022	1604	NAPA AUTO PARTS OF MOBERLY	.00
89010	2/11/2022	1604	NAPA AUTO PARTS OF MOBERLY	.00
89011	2/11/2022	1604	NAPA AUTO PARTS OF MOBERLY	2,016.86
89012	2/11/2022	2299	O'REILLY AUTOMOTIVE STORES INC	353.07
89013	2/11/2022	2823	SIRCHIE ACQUISITION CO LLC.	146.25
89014	2/11/2022	5639	SOCKET	.00
89015	2/11/2022	5639	SOCKET	2,473.98
89016	2/11/2022	5700	STAPLES	698.64

VOID:

VOID:

VOID:

\* 89017 Thru 89021

89022	2/17/2022	5933	ALBERTS SHOE REPAIR	173.00
89023	2/17/2022	1	ALTORFER INC	56.26
89024	2/17/2022	6120	AMAZON CAPITAL SERVICES	832.80
89025	2/17/2022	3112	ARAMARK UNIFORM SERVICES	810.44
89026	2/17/2022	790	ARISTA INFORMATION SYSTEMS INC	2,971.13
89027	2/17/2022	17	AT&T 5001	2,288.22
89028	2/17/2022	17	AT&T 5001	661.30
89029	2/17/2022	15	AUSTIN COFFEE SERVICE	352.67
89030	2/17/2022	6245	AZAVAR	386.11
89031	2/17/2022	6695	BAIN WELDING & FAB LLC	500.00
89032	2/17/2022	3625	BARR ENGINEERING COMPANY	8,827.00
89033	2/17/2022	4729	BARTLETT & WEST	207.00
89034	2/17/2022	3910	BLACK MARKET BARBECUE	261.90
89035	2/17/2022	34	BOB'S TIRE, LLC	1,213.00
89036	2/17/2022	5057	BOONE ANTHONY G.	1,073.48
89037	2/17/2022	3026	BOWNE ANTHONY	20.00
89038	2/17/2022	6696	CASHION FIRE EQUIPMENT LLC	313.42
89039	2/17/2022	1110	CONTROLLED AIRE LLC	3,344.58
89040	2/17/2022	678	CROWN POWER & EQUIPMENT	169.55
89041	2/17/2022	2908	CUNNINGHAM VOGEL & ROST PC	8,872.69
89042	2/17/2022	118	D & L TRENCHING INC	2,500.00
89043	2/17/2022	2971	DASH MEDICAL GLOVES INC	158.90
89044	2/17/2022	2950	EVERTS MATT	200.00
89045	2/17/2022	3139	EVOQUA WATER TECHNOLOGIES LLC	8,508.61
89046	2/17/2022	3103	FASTENAL COMPANY	792.82
89047	2/17/2022	1832	FEDERAL SIGNAL CORP	8,109.00
89048	2/17/2022	2839	FUSION TECHNOLOGY LLC	1,461.63
89049	2/17/2022	3011	GLENN'S GARAGE DOORS LLC	109.00
89050	2/17/2022	6379	GREATLIFE MIDMO LLC	7,168.00
89051	2/17/2022	107	GRIMSLEY TIM	16.50
89052	2/17/2022	6525	GROSS LISA	300.00

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
89053	2/17/2022	298	HARLAN ELECTRIC & CONTROLS LLC	1,528.13				
89054	2/17/2022	471	HYDRO KINETICS	1,142.90				
89055	2/17/2022	763	SUMNER ONE	375.76				
89056	2/17/2022	766	INLAND TRUCK PARTS	139.38				
89057	2/17/2022	6699	J SQUARED ENGINEERING	2,500.00				
89058	2/17/2022	2812	JACOBS ENGINEERING GROUP INC	546.25				
89059	2/17/2022	4347	JOHN DEERE FINANCIAL	.00			VOID:	
89060	2/17/2022	4347	JOHN DEERE FINANCIAL	.00			VOID:	
89061	2/17/2022	4347	JOHN DEERE FINANCIAL	1,457.81				
89062	2/17/2022	6698	JOHNSON JULIE	200.00				
89063	2/17/2022	5380	KING MAXWELL	45.00				
89064	2/17/2022	992	KIWANIS OF MOBERLY	888.00				
89065	2/17/2022	380	KNAPHEIDE TRUCK EQUIPMENT CENT	177.00				
89066	2/17/2022	4776	KNOT AS IT SEEMS FLOWERS AND	81.00				
89067	2/17/2022	2340	LAUBER MUNICIPAL LAW LLC	823.50				
89068	2/17/2022	2964	LEES LAWN CARE & EQUIPMENT LLC	564.15				
89069	2/17/2022	1246	LOCHNER	2,817.57				
89070	2/17/2022	3015	LOWE'S HOME CENTERS, LLC	662.14				
89071	2/17/2022	4718	MACON COUNTY HEALTH DEPARTMENT	120.00				
89072	2/17/2022	376	MID AMERICA REGIONAL COUNCIL	390.00				
89073	2/17/2022	679	MARTECK	225.00				
89074	2/17/2022	2717	MATHESON TRI GAS INC	182.28				
89075	2/17/2022	1648	MCM SYSTEMS	1,918.00				
89076	2/17/2022	1688	MFA OIL COMPANY	6,383.58				
89077	2/17/2022	1136	MFA PROPANE	6,297.48				
89078	2/17/2022	1375	MIDWEST CUSTOM TRUCKS	884.00				
89079	2/17/2022	1726	MIDWEST ENVIR CONSULTANTS INC	268.50				
89080	2/17/2022	195	MISSOURI WATER & WASTEWATER CO	35.00				
89081	2/17/2022	1921	MOBERLY LUMBER INC	203.20				
89082	2/17/2022	4906	MUTTER FARMS LLC	1,920.00				
89083	2/17/2022	2152	NEMO ELECTRIC CO INC	1,813.75				
89084	2/17/2022	2802	NORFOLK SOUTHERN	364.62				
89085	2/17/2022	2166	PERSONNEL EVALUATION INC	45.00				
89086	2/17/2022	2596	PLUMB SUPPLY COMPANY-MOB	147.77				
89087	2/17/2022	1879	PRECISION PRECAST LLC	822.24				
89088	2/17/2022	4924	R P LUMBER COMPANY INC	589.98				
89089	2/17/2022	415	RANDOLPH AREA YMCA	2,125.11				
89090	2/17/2022	2589	RANDOLPH COUNTY CLERK	6,451.98				
89091	2/17/2022	2668	RANDOLPH COUNTY HISTORICAL SOC	100.00				
89092	2/17/2022	2593	RANDOLPH COUNTY RECORDER	27.00				
89093	2/17/2022	6317	ROARK LAWN CARE LLC	1,240.00				
89094	2/17/2022	6681	ROSENBAUER SOUTH DAKOTA LLC	1,000.00				
89095	2/17/2022	2850	ROTARY CLUB OF MOBERLY	180.00				
89096	2/17/2022	2604	SANDERS THOMAS E	80.50				
89097	2/17/2022	280	SCHIPPERS INTERNATIONAL TRUCK	715.65				
89098	2/17/2022	617	SCHULTE SUPPLY INC	4,496.95				
89099	2/17/2022	4526	SJ ELECTRO SYSTEMS INC	498.00				
89100	2/17/2022	2610	BRENDLINGER ENTERPRISES INC	150.00				
89101	2/17/2022	1849	SPRINT	.00			VOID:	
89102	2/17/2022	1849	SPRINT	2,081.24				
89103	2/17/2022	5700	STAPLES	255.59				
89104	2/17/2022	488	SUPERIOR ADVENTURE CENTER	423.77				
89105	2/17/2022	6321	SURVEYING & MAPPING LLC	37,000.00				



BANK#	BANK NAME						
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID REASON FOR VOID
89106	2/17/2022	2637	SYDENSTRICKER FARM & LAWN	113.73			
89107	2/17/2022	5078	TEEN CHALLENGE INTERNATIONAL	100.00			
89108	2/17/2022	2641	THOMAS MOTORS INC	846.09			
89109	2/17/2022	6694	THOMPSON CAROLYN	8,500.00			
89110	2/17/2022	6697	THOMPSON DUANE ALLEN	100.00			
89111	2/17/2022	5737	THOMSON REUTERS-WEST	53.00			
89112	2/17/2022	1022	TURN KEY MOBILE, INC	31,500.00			
89113	2/17/2022	1404	UNITED ROTARY BRUSH	240.00			
89114	2/17/2022	2643	UNITED WAY	1,168.09			
89115	2/17/2022	2644	USA BLUE BOOK	1,130.89			
89116	2/17/2022	2646	VALIC	1,010.00			
89117	2/17/2022	3105	WATER'S EDGE AQUATIC DESIGN LL	450.00			
89118	2/17/2022	2656	WESTLAKE HARDWARE	.00			VOID:
89119	2/17/2022	2656	WESTLAKE HARDWARE	.00			VOID:
89120	2/17/2022	2656	WESTLAKE HARDWARE	.00			VOID:
89121	2/17/2022	2656	WESTLAKE HARDWARE	2,190.86			
89122	2/17/2022	5977	WICKEDWRENCH AUTOMOTIVE	250.00			
89123	2/17/2022	5925	WILLIS MARK	3,000.00			
*20211049							
20211050	2/07/2022	1800	MO LAGERS	40,651.77		E-PAY	
20211051	2/07/2022	5898	MOBERLY SOLAR, LLC	15,660.16		E-PAY	
20211052	2/07/2022	6	AMEREN MISSOURI	44,679.95		E-PAY	
20211053	2/07/2022	6343	WASTE MANAGEMENT SOLUTIONS	65,242.29		E-PAY	
20211054	2/07/2022	6343	WASTE MANAGEMENT SOLUTIONS	1,457.09		E-PAY	

\* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	388,989.84
CLEARED	.00
-----	
BANK 24 TOTAL	388,989.84
**VOIDED**	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
-----				
100 GENERAL FUND	123,041.00	123,041.00	.00	.00
105 PAYROLL FUND	43,377.86	43,377.86	.00	.00
110 SOLID WASTE FUND	64,525.70	64,525.70	.00	.00
114 HERITAGE HILLS GOLF CRSE	7,333.70	7,333.70	.00	.00
115 PARKS & RECREATION FUND	21,980.06	21,980.06	.00	.00
120 AIRPORT FUND	5,320.63	5,320.63	.00	.00
300 UTILITIES COLLECTION FUND	73.76	73.76	.00	.00
301 UTILITIES OP & MAINT	65,522.59	65,522.59	.00	.00
303 UTILITIES OP RESERVE	5,869.43	5,869.43	.00	.00
304 CAPITAL IMPROVEMENT TRUST	37,000.00	37,000.00	.00	.00
350 2021 EDA GRANT PROJECTS	546.25	546.25	.00	.00
400 EMERGENCY TELEPHONE FUND	3,618.44	3,618.44	.00	.00
600 TRANSPORTATION TRUST FUND	364.62	364.62	.00	.00
601 STREET IMPROVEMENT FUND	3,214.48	3,214.48	.00	.00
903 AMEREN MO SOLAR REBATES	1,719.49	1,719.49	.00	.00
906 SOLAR SYSTEMS SETTLEMENT	3,910.33	3,910.33	.00	.00
911 DOWNTOWN CID SALES TAX	1,571.50	1,571.50	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER

#18.

BANK#	BANK NAME								
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID	

\*\*\* CHECK SUMMARY \*\*\*

#18.

BANK#	BANK NAME		DESCRIPTION
CHECK#			
24 DISBURSEMENTS			
88998 Thru	89016	Accounts Payable Checks	
89017 Thru	89021	Utility Billing Checks	
89022 Thru	89123	Accounts Payable Checks	
20211050 Thru	20211054	Accounts Payable E-Pay	

# City of Moberly

## City Council Agenda Summary

Agenda Number: #19.  
 Department: City Manager  
 Date: February 22, 2022

**Agenda Item:** Department Head Monthly Reports

**Summary:** Attached is Community Development Monthly Report/Public Works Monthly, Finance Department Monthly Report, Parks and Rec. Monthly Report, Police Department Monthly Report, Fire Department Monthly Report, Public Utility Monthly Report, Moberly Area Economic Development, Moberly Chamber of Commerce.

These are for you to review on the activity that each Department has accomplished for the Month January.

**Recommended**

**Action:** Just for your review

**Fund Name:** N/A

**Account Number:** N/A

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

**ATTACHMENTS:**

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

**Roll Call**

**Aye    Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed    Failed



# COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

#19.

January 2022

## A. PROJECTS

### Community Development

**Demolition Grant** – We have to have this finished up and submitted by March 1st. We should have the final signatures from property owners this month. Several live out of town and some out of state, so it has been difficult to reach them, let alone get signatures.

**Fennel Complex** – Insulation, HVAC and electrical are going on in the bathrooms, with all of the electrical for the JT Cross area and lighting to go on in March. The workload on area contractors has us constantly following up to try and secure their time from other competing work. The fence has material ordered and will be under construction soon, working on jetting out existing sewer lines and we are getting prices from media blasting, foam insulation groups. I have made contact with Capital Paving about getting parking area paved in early April.

**Holman Development on Woodland** – Following up with developer, I was told that they plan to start grade staking along the Woodland side for the two duplexes that were part of the approved site plan. Hopefully the weather will cooperate to see some improvements in the areas soon.

**McClure Marketing Study** - We focused their efforts to assist groups that were interested in the facility by completing layout renderings, so the services provided some benefits, and will be of good use for other potential operations if the current proposal falls through for some reason.

### Public Works

**Landfill** – In our follow up with DNR, we are going to have to abandon two, maybe three wells at our landfill this Spring. In addition, we will have to construct and develop a new down gradient well. While we aren't seeing significant issues as far as contaminant, the wells are plugging off and can't be redeveloped.

**EV Charging Stations** – We received quotes from MC Power for possible installation over the renovated parking lot with underground detention. There are some minimal rebates from Ameren to potentially offset the costs of the unit, however there are installation costs on top of that. I have put MC Power in contact with Jacobs Engineering who is working on the parking lot and detention design so that conduit and other needs can be installed as part of parking construction. Charging station could be installed later as a separate contract/project.

**Budget** – We have been looking at the needs of all areas, determining what we need to try and acquire yet this fiscal year, and a fair amount of that decision making falls to “what can we actually get”. Vehicles, tools and equipment is often difficult to get access too. Some examples are our tandem axel dump truck, it's been ordered for a year now.

Finding a smaller used road grader for an affordable number seems to be out, so we are making adjustments to fill that need by looking at a 6-way rear blade for the John Deere tractor.

### Airport

**Terminal Improvements** - Continuing to acquire materials and working on planning for improvements to exterior of the offices and main hangar. It's difficult to get started with our limited staffing when we are focused on the Fennel Complex at this time.

**Modot Aviation Staff** - Amy Ludwig, Director of Modot Aviation has accepted a position with the FAA. That will be a good contact there, however a big loss for us at Modot. She helped us get funding for many of our big projects over the last several years. Hopefully we can establish a good relationship with the new director when announced.

**Signage/Gates** - One of our long-term CIP projects is perimeter fencing around entire facility, which is a long-term requirement. As I know it will be a substantial cost and significant maintenance, I have kept it low on our priorities list. With our private hangar taxiway connecting directly to Aviator Lane, we have frequent situations where delivery services and others tend to wander around the airport and recently crossed the runway illegally in front of landing aircraft. At this time we are planning to increase the Restricted Access signage, but it's important that we get some type of physical barrier up to stop access to these areas from non-aircraft owners/operators so that we don't get these situations.

### **Cemetery Department**

There was zero (0) grave lots sold; seven (7) graves opened; and zero (0) monument permits sold during the month of January.

### **B. Planning & Zoning Commission**

The Planning and Zoning Commission for the City of Moberly held a meeting on January 31, 2022.

1. Notice of a Public Hearing for a final plat submitted by Simon & Struempff Engineering on behalf of Adair Hathaway for the proposed Eagle Tree Ridge Subdivision located at S. Morley St. & E Urbandale Dr. This location is currently zoned R-3/PD (Multifamily Dwelling/Planned Development District).

### **C. Code Enforcement**

**Moberly Schools ECLC & Alt School Proposals** - Stormwater plans seem to be ironed out. The school has had the traffic study plans now for a couple of weeks and have not shared them with us yet. We had sent them a development agreement, and it's my understanding they were not real receptive with it. Brian had a meeting with the Supt to discuss the development agreement and the traffic study, but the meeting was cancelled at the last minute. As a result, this project has not moved much but the ball is in their court.

**Eagle Tree Ridge** – Final plat was approved; we have some final comments to complete on the construction documents on water lines and other infrastructure. Developer is wanting to start grading as soon as weather permits.

**Historic Preservation** – I have been in contact with both of the owners, and they have the documents. One has been out of town and the other I need to set a time to meet with to get documents signed. The East side owners will be back and available late Feb., so I was going to work to get both easements completed at the same time.

I have also met with L&J Development, and they are aware we want to get the pads installed as soon as possible so that we can move forward when funding is available.

**Month of January: Rick**

- Completed 24 building inspections.
- Reviewed plans on MACC dormitory addition.
- Reviewed plans for permits on Harbor Freight Store at 1720 Crete.
- Follow up on nuisance violations issued at 512 Barrow, 617 Promenade, and 713 Harrison.
- Worked with ALM on asbestos testing on demolition list.
- Reviewed Eagle Tree Ridge Subdivision for P&Z and attended the meeting.
- Attended meeting on storm water updates.
- Conducting weekly inspections at Green Relief Cultivation.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and zoning matters.

**Month of January: Karen**

- 81 occupancy inspections and re-inspections.
- Returned phone calls.
- Attended safety committee meetings as they were scheduled.

**Month of January: Aaron**

- January was full of changing weather and also many happenings in the Code Enforcement Office.
- Visited GRC Cultivation Facility weekly.
- New Building Codes were presented to staff internally.
- Demolition of accessory structures completed.
- Visits and changes to the Historic District.
- Returned phone calls and issued permits the rest of the month.

## City of Moberly - Street Department

Jan-22

**MAINTENANCE FACILITY**

	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	0	0	0	0	\$0.00
Sand, Salt, & Geomelt Mixing	26	0	0	182	\$0.00
Tub Grinder Operation	4	0	0	0	\$0.00
Winter Weather Equipment Preparations	203	0	0	0	\$0.00

**ROADS & ALLEYWAYS**

	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	48	0	0	0	\$0.00
Catch Basin Maintenance	48	0	5	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	0	0	0	0	\$0.00
Ditch Maintenance	0	0	0	0	\$0.00
Ice & Snow Removal	359.5	0	29.5	155	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	0	0	0	0	\$0.00
Rock Loaded/Hauled	0	0	0	0	\$0.00
Street Repair & Maintenance	165	0	3	3	\$0.00
Street Sign Maintenance	140	0	0	0	\$0.00
Street Sweeper Operation	0	0	0	0	\$0.00
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	0	0	0	0	\$0.00
Weedeating & Brush Removal, Streets	32	0	10	0	\$0.00
Weedkiller Application, Alleys	0	0	0	0	\$0.00
Weedkiller Application, Streets	0	0	0	0	\$0.00
<b>MISCELLANEOUS</b>					
	Hours	O/T	Loads	Tons	Cost
Inmate Labor	700	0	0	0	\$0.00
Mowing, City Lots	0	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	54.5	0	0	0	\$0.00
Sidewalk Maintenance	24	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	14	0	36	0	\$0.00
Trash Removal & Clean-Up, All Wards	14	0	0	0	\$0.00
<b>FACILITIES &amp; EQUIPMENT MAINTENANCE</b>					
	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	6	0	0	0	\$0.00
Building Maintenance	0	0	0	0	\$0.00
Cemetery Maintenance	87	0	0	0	\$0.00
Grounds Maintenance	0	0	0	0	\$0.00
Landfill Maintenance	0	0	0	0	\$0.00
Maintenance Facility Maintenance	0	0	0	0	\$0.00
Wash Trucks & Equipment	69	0	0	0	\$0.00
<b>MATERIALS PURCHASED</b>					
	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	166	0	\$0.00



Salt	6	155.5	0	0	\$0.00
Sand	0	0	0	0	\$0.00
MECHANIC WORK PERFORMED					
	Units	Hours			
Routine Service	11	41			
Maintenance And Repair	28	83			

City of *Moberly!*

**To:** Moberly City Council; Brian Crane, City Manager

**From:** Greg Hodge, Director of Finance *GH*

**Subject:** Monthly Report – January 2022

### General Information

- ✦ Sales and use tax revenues remained up this month, all remain ahead of last year.
- ✦ Health and pharmaceutical claims were well over “normal” again this month.
- ✦ January had several tasks to be completed by the end of the month. The MIRMA annual renewal process is a very daunting task with many details and was completed on time. 1099's for non-employee compensation were issued on January 31 after weeks of work sifting through the Accounts Payable records, letters, and phone calls to properly identify those vendors that required them. Budget request worksheets and all of the associated documents were prepared and sent to all department heads. Analysis of the compensation adjustments proposed by The Austin Peters Group study were also analyzed and discussed. All of this on top of our regular duties made for a pretty busy month.

### 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	+9.03%	Parks	+9.06%	Capital Improvement	+9.03%
Transportation	+9.03%	Use Tax	+16.56%	Downtown CID	+80.24%

### Employee Health Insurance

Health claims	\$136,276.28	Pharmaceutical claims	\$17,031.47
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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
\$103,261.41	\$3,000.00	\$106,261.41	\$1,535,265.52	\$761,495.61

### Health Trust Fund Cash Balance

	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022
July	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58	\$350,783.18	\$516,952.83
August	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52	\$353,291.19	\$476,840.46
September	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95	\$358,230.40	\$516,375.33
October	\$1,008,278.61	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66	\$361,082.82	\$497,118.03
November	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25	\$359,913.42	\$422,918.21
December	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89	\$341,280.69	\$417,269.79
January	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79	\$436,448.97	\$339,146.79
February	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27	\$462,855.81	
March	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37	\$481,687.90	
April	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28	\$520,587.99	
May	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95	\$309,247.58	\$473,770.32	
June	\$1,000,000.00	\$807,724.83	\$569,163.71	\$512,223.04	\$360,812.59	\$519,861.25	

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

January 2022

A handwritten signature in black ink, appearing to read "Gregory L. Hodge", is written over a horizontal line.

Gregory L. Hodge, City Treasurer

## City of Moberly Cash Balance Report - January 2022

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,104,746.14	1,491,848.04	-	598,758.73	20,833.33	1,977,002.12
102	Non-Resident Lodging Tax	184,578.37	8,032.11	-	7,100.00	-	185,510.48
105	Payroll	542,131.84	31.96	-	(236.27)	-	542,400.07
110	Solid Waste	692,955.50	91,861.57	-	91,654.76	-	693,162.31
114	Heritage Hills Golf Course	-	-	3,896.60	3,896.60	-	-
115	Parks and Recreation	(9,597.91)	418,322.16	-	157,123.13	260,749.03	(9,147.91)
116	Park Sales Tax	988,606.46	115,266.52	256,852.43	-	-	1,360,725.41
120	Airport	(338,710.30)	46,122.88	-	82,637.22	-	(375,224.64)
125	Perpetual Care Cemetery Sales	21,242.23	(81.00)	-	-	-	21,161.23
126	Perpetual Care Cemetery Investment	504,178.82	30.97	-	-	-	504,209.79
135	ARPA Grant Fund	1,178,928.85	69.49	-	-	-	1,178,998.34
137	Use Tax Trust	248,902.09	14.67	-	-	-	248,916.76
140	Veterans Memorial Flag Project	44,792.45	2.64	-	7,904.52	-	36,890.57
300	Utilities Collection	-	504,295.53	-	39,151.41	465,144.12	-
301	Utilities Operation and Maintenance	3,169.26	-	260,265.60	260,265.60	-	3,169.26
302	Utilities Replacement	686,288.58	-	4,125.00	-	-	690,413.58
303	Utilities Operating Reserve	1,449,164.97	126.06	71,100.47	5,888.10	-	1,514,503.40
306	Utilities Consumer Security	212,037.65	2,238.08	-	-	-	214,275.73
307	Sugar Creek Lake Fund	60,270.71	153.55	-	-	-	60,424.26
314	Route JJ Sewer Extension Fund	(106,556.95)	-	-	-	-	(106,556.95)
350	EDA Grant Projects Fund	(219,752.56)	-	-	59,611.78	-	(279,364.34)
377	2004B SRF Bonds Debt Service	1,156,973.16	68.20	43,179.84	45,112.64	-	1,155,108.56
378	2006A SRF Bonds Debt Service	1,694,734.06	99.89	36,014.90	33,272.36	-	1,697,576.49
379	2004C Bond Debt Service	122,770.24	7.24	30,104.17	26,459.09	-	126,422.56
380	2008A Bonds Debt Service	86,909.72	5.12	14,853.45	7,734.26	-	94,034.03
381	ESP Projects Debt Service	127,452.51	137,344.51	50,458.31	272,677.85	-	42,577.48
Escrow		1,017,859.66	-	-	-	-	1,017,859.66
Total CWWSS (funds 300-381 + escrow)		6,291,321.01	644,338.18	510,101.74	750,173.09	465,144.12	6,230,443.72



## City of Moberly Cash Balance Report - January 2022

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
304	Capital Improvement Trust	332,313.97	103,902.94	-	16,924.48	55,040.95	364,251.48
400	911 Emergency Telephone	210,962.63	33,793.50	20,833.33	35,335.18	-	230,254.28
406	Inmate Security Fund	14,496.03	72.85	-	-	-	14,568.88
408	Police Forfeiture Fund	4,320.59	-	-	-	-	4,320.59
600	Transportation Trust	1,739,972.80	132,652.19	-	5,389.58	-	1,867,235.41
601	Street Improvement	337,799.83	34,148.35	-	49,872.92	-	322,075.26
900	MODAG Grant/Loan	21,805.81	1.29	-	-	-	21,807.10
901	Misc. Project Residuals	150,157.30	8.85	-	-	-	150,166.15
903	Ameren MO Solar Rebates	362,670.00	-	-	1,719.49	-	360,950.51
904	Hometown Strong Fund	290,000.00	-	-	-	-	290,000.00
905	Retail Consulting Fund	11,634.02	0.69	-	-	-	11,634.71
906	Solar Systems Settlement Fund	825,000.00	-	-	3,910.33	-	821,089.67
908	Railcar Preservation Fund	587.80	0.03	-	-	-	587.83
909	Lucille Manor CDBG Reimbursement	245,679.60	1,916.58	-	-	-	247,596.18
911	Downtown CID Sales Tax	90,602.97	10,190.18	-	571.00	-	100,222.15
912	Downtown CID Property Tax	229,800.00	147,178.88	-	10,050.00	1,733.84	365,195.04
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	70,924.64	4.18	11,817.17	-	-	82,745.99
995	Health Trust	417,269.79	122,385.44	-	200,508.44	-	339,146.79
995	Investments	-	-	-	-	-	-
Total Health Trust		417,269.79	122,385.44	-	200,508.44	-	339,146.79
Total Cash		18,464,073.33	3,402,116.14	803,501.27	2,023,293.20	803,501.27	19,842,896.27
Less Escrow Accounts		(1,017,859.66)	-	-	-	-	(1,017,859.66)
<b>Net Cash per Bank Cash Report</b>		<b>17,446,213.67</b>	<b>3,402,116.14</b>	<b>803,501.27</b>	<b>2,023,293.20</b>	<b>803,501.27</b>	<b>18,825,036.61</b>

# City of Moberly Budget Comparison Report - January 2022

#19.

		Percentage of Year Completed								58.33%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	1,491,848.04	5,674,014.82	8,790,906.19	64.54%	611,916.53	4,917,277.38	8,790,906.19	55.94%	
102	Non-Resident Lodging Tax	8,032.11	69,659.86	100,150.00	69.56%	7,100.00	43,211.65	100,000.00	43.21%	
105	Payroll	31.96	211.21	0.00	0.00%	-964.32	-2,448.82	0.00	0.00%	
110	Solid Waste	91,704.02	654,230.99	1,090,150.00	60.01%	91,654.76	643,175.08	1,072,330.00	59.98%	
114	Heritage Hills Golf Course	3,896.60	200,330.92	206,134.01	97.18%	3,896.60	200,330.92	206,134.01	97.18%	
115	Parks and Recreation	413,975.56	1,283,944.49	2,467,648.36	52.03%	157,123.13	1,027,092.06	2,467,648.36	41.62%	
116	Park Sales Tax	115,266.52	894,038.34	1,415,500.00	63.16%	0.00	748,871.53	1,479,682.37	50.61%	
120	Airport	46,122.88	3,906,079.91	3,276,669.15	119.21%	82,637.22	4,150,215.73	3,276,669.15	126.66%	
125	Perpetual Care Cemetery Sales	-81.00	20,075.00	20,000.00	100.38%	0.00	0.00	20,000.00	0.00%	
126	Perpetual Care Cemetery Investment	30.97	209.79	20,500.00	1.02%	0.00	0.00	500.00	0.00%	
135	ARPA Grant Fund	69.49	1,373,998.34	0.00	0.00%	0.00	195,000.00	0.00	0.00%	
140	Veterans Memorial Flag Project	2.64	1,098.03	3,050.00	36.00%	7,904.52	8,155.19	2,500.00	326.21%	
300	Utilities Collection	504,295.53	3,815,221.89	6,727,154.82	56.71%	505,325.65	3,826,123.42	6,727,154.82	56.88%	
301	Utilities Operation and Maintenance	260,265.60	2,085,687.24	4,429,570.44	47.09%	260,265.60	2,085,687.24	4,429,570.44	47.09%	
302	Utilities Replacement	4,125.00	28,875.00	49,500.00	58.33%	0.00	0.00	0.00	0.00%	
303	Utilities Operating Reserve	71,226.53	523,312.21	103,200.00	507.09%	5,888.10	62,404.86	359,774.82	17.35%	
304	Capital Improvement Trust	103,902.94	812,992.24	1,302,000.00	62.44%	71,965.43	476,414.59	1,066,401.45	44.67%	
307	Sugar Creek Lake Fund	153.55	1,039.36	2,050.00	50.70%	0.00	0.00	0.00	0.00%	
314	Route JJ Sewer Extension Fund	0.00	0.00	1,582,723.00	0.00%	0.00	94,685.13	1,582,723.00	5.98%	
350	EDA Grant Projects Fund	0.00	0.00	6,376,600.00	0.00%	59,661.78	206,163.75	6,376,600.00	3.23%	
377	2004B SRF Bonds Debt Service	43,248.04	302,723.74	519,258.13	58.30%	45,112.64	274,286.78	472,143.75	58.09%	
378	2006A SRF Bonds Debt Service	36,114.79	252,784.50	433,778.75	58.27%	33,272.36	208,402.91	394,162.50	52.87%	
379	2004C Bond Debt Service	30,111.41	210,774.69	361,330.00	58.33%	26,459.09	185,774.87	329,500.00	56.38%	
380	2008A Bonds Debt Service	14,858.57	104,006.82	178,291.45	58.34%	7,734.26	83,527.94	162,719.50	51.33%	
381	ESP Projects Debt Service	187,802.82	490,574.94	605,599.74	81.01%	272,677.85	543,359.55	551,363.40	98.55%	
400	911 Emergency Telephone	54,626.83	337,783.24	610,080.00	55.37%	35,335.18	301,175.00	797,121.03	37.78%	
406	Inmate Security Fund	72.85	499.81	810.00	61.70%	0.00	0.00	0.00	0.00%	
600	Transportation Trust	132,652.19	893,128.27	1,340,650.00	66.62%	5,389.58	705,191.56	849,675.00	83.00%	
601	Street Improvement	34,148.35	424,709.92	415,500.00	102.22%	49,872.92	686,896.05	675,275.00	101.72%	

# City of Moberly Budget Comparison Report - January 2022

#19.

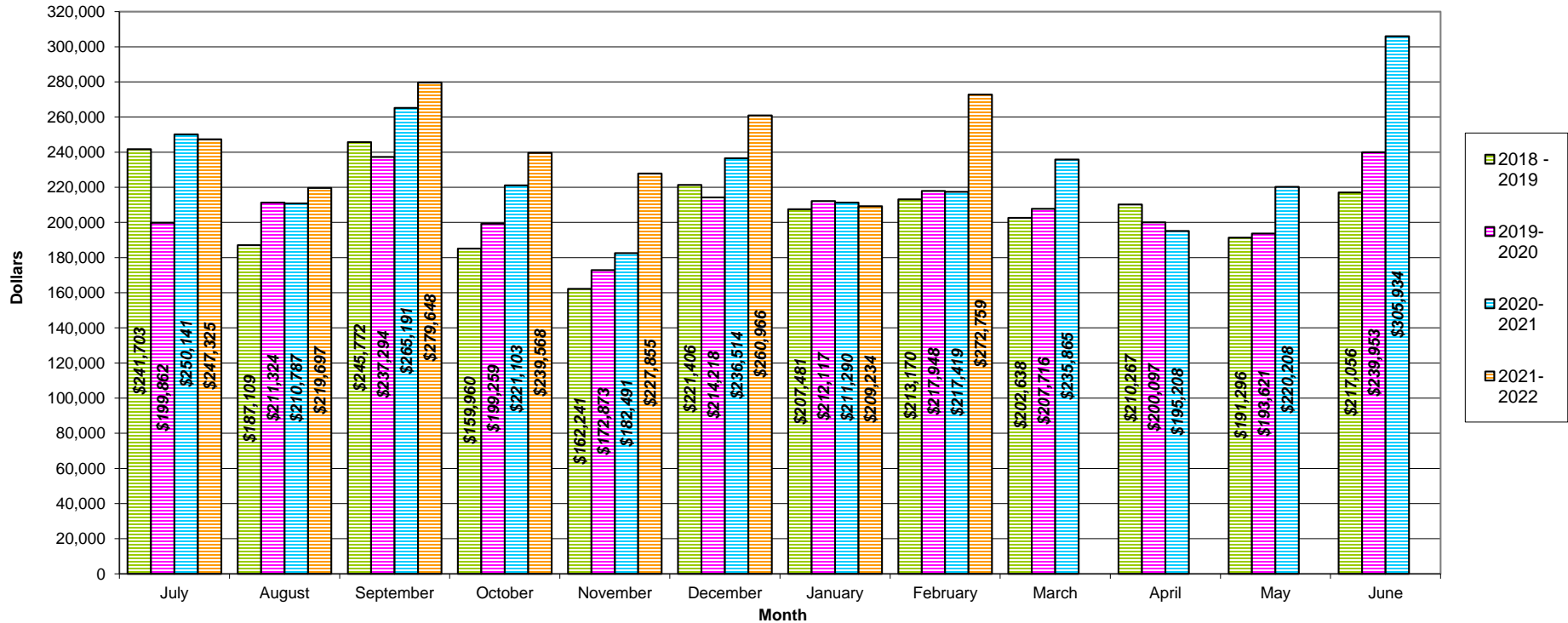
		Percentage of Year Completed								58.33%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
903	Ameren MO Solar Rebates	0.00	0.00	0.00	0.00%	1,719.49	1,719.49	0.00	0.00%	
904	Hometown Strong Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
905	Retail Consulting Fund	0.69	4.75	0.00	0.00%	0.00	0.00	0.00	0.00%	
906	Solar Systems Settlement Fund	0.00	825,000.00	0.00	0.00%	3,910.33	3,910.33	0.00	0.00%	
908	Railcar Preservation Fund	0.03	0.23	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	1,916.58	17,215.87	23,075.00	74.61%	0.00	0.00	40,000.00	0.00%	
911	Downtown CID Sales Tax	10,190.18	58,421.59	55,530.00	105.21%	571.00	9,768.00	51,800.00	18.86%	
912	Downtown CID Property Tax	147,178.88	209,036.04	215,250.00	97.11%	11,783.84	187,990.82	214,810.00	87.51%	
914	Downtown NID Cost of Issuance	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
915	Downtown NID Street Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
916	Downtown NID Sewer Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
918	Downtown NID Debt Service	11,821.35	82,746.03	142,010.00	58.27%	0.00	64,457.30	128,914.60	50.00%	
995	Health Trust	122,385.44	1,011,833.86	0.00	0.00%	200,508.44	1,192,548.32	0.00	0.00%	
<b>TOTALS</b>		<b>3,941,997.94</b>	<b>26,566,263.94</b>	<b>42,864,669.04</b>	<b>61.98%</b>	<b>2,558,721.98</b>	<b>23,131,368.63</b>	<b>42,626,079.39</b>	<b>54.27%</b>	

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

#19.

	2018 - 2019				2019-2020				2020-2021				2021-2022			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.73%	\$241,703	-5.45%	-5.45%	7.97%	\$199,862	-17.31%	-17.31%	9.09%	\$250,141	25.16%	25.16%	12.64%	\$247,325	-1.13%	-1.13%
August	7.53%	\$187,109	21.72%	4.75%	8.43%	\$211,324	12.94%	-4.11%	7.66%	\$210,787	-0.25%	12.10%	11.23%	\$219,697	4.23%	1.32%
September	9.89%	\$245,772	7.02%	5.57%	9.47%	\$237,294	-3.45%	-3.87%	9.64%	\$265,191	11.76%	11.97%	14.29%	\$279,648	5.45%	2.83%
October	7.45%	\$185,111	-8.96%	2.06%	7.95%	\$199,259	7.64%	-1.39%	8.03%	\$221,103	10.96%	11.73%	12.24%	\$239,568	8.35%	4.12%
November	6.53%	\$162,241	34.26%	6.10%	6.90%	\$172,873	6.55%	-0.13%	6.63%	\$182,491	5.56%	10.69%	11.64%	\$227,855	24.86%	7.47%
December	8.91%	\$221,406	-23.98%	-0.88%	8.55%	\$214,218	-3.25%	-0.68%	8.59%	\$236,514	10.41%	10.64%	13.33%	\$260,966	10.34%	7.97%
January	8.35%	\$207,481	18.27%	1.47%	8.46%	\$212,117	2.23%	-0.27%	7.68%	\$211,290	-0.39%	9.02%	10.69%	\$209,234	-0.97%	6.77%
February	8.58%	\$213,170	3.32%	1.70%	8.70%	\$217,948	2.24%	0.05%	7.90%	\$217,419	-0.24%	7.81%	13.94%	\$272,759	25.45%	9.03%
March	8.15%	\$202,638	-2.26%	1.25%	8.29%	\$207,716	2.51%	0.32%	8.57%	\$235,865	13.55%	8.45%	0.00%		-100.00%	
April	8.46%	\$210,267	0.72%	1.20%	7.98%	\$200,097	-4.84%	-0.20%	7.09%	\$195,208	-2.44%	7.40%	0.00%		-100.00%	
May	7.70%	\$191,296	13.53%	2.14%	7.73%	\$193,621	1.22%	-0.08%	8.00%	\$220,208	13.73%	7.94%	0.00%		-100.00%	
June	8.73%	\$217,056	-4.78%	1.49%	9.57%	\$239,953	10.55%	0.85%	11.12%	\$305,934	27.50%	9.81%	0.00%		-100.00%	
<b>Total</b>	<b>100.00%</b>	<b>\$2,485,248</b>			<b>100.00%</b>	<b>\$2,506,282</b>			<b>100.00%</b>	<b>\$2,752,151</b>			<b>100.00%</b>	<b>\$1,957,051</b>		

**Annual Comparison by Month**



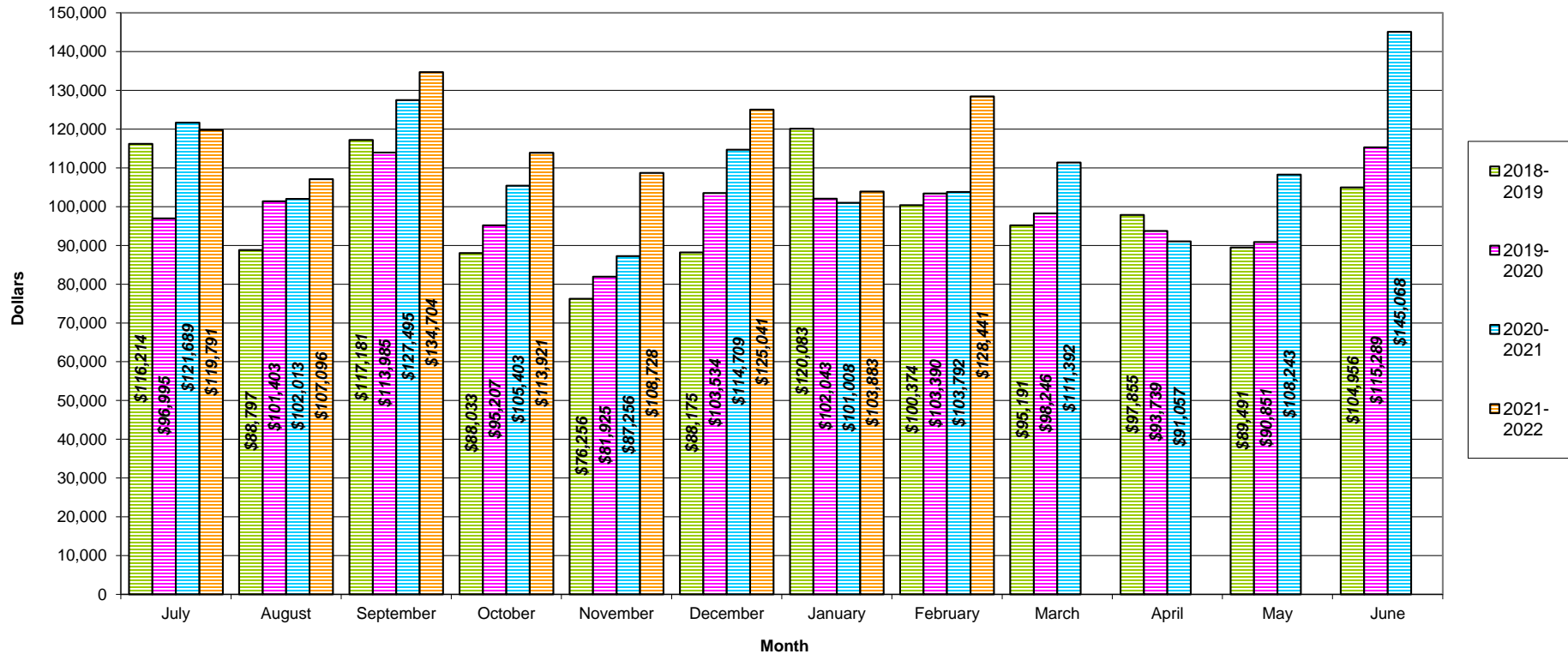


**City of Moberly**  
**One-Half Percent (1/2%) Parks Fund Sales Tax Analysis**

#19.

	2018-2019				2019-2020				2020-2021				2021-2022			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	12.72%	\$119,791	-1.56%	-1.56%
August	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	11.37%	\$107,096	4.98%	1.42%
September	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	14.31%	\$134,704	5.65%	2.96%
October	7.44%	\$88,033	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	12.10%	\$113,921	8.08%	4.14%
November	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	11.55%	\$108,728	24.61%	7.43%
December	7.46%	\$88,175	-37.56%	-4.70%	8.65%	\$103,534	17.42%	3.20%	8.70%	\$114,709	10.79%	11.05%	13.28%	\$125,041	9.01%	7.70%
January	10.15%	\$120,083	46.93%	1.46%	8.53%	\$102,043	-15.02%	0.05%	7.66%	\$101,008	-1.01%	9.28%	11.03%	\$103,883	2.85%	7.06%
February	8.49%	\$100,374	2.44%	1.58%	8.64%	\$103,390	3.00%	0.42%	7.87%	\$103,792	0.39%	8.13%	13.64%	\$128,441	23.75%	9.06%
March	8.05%	\$95,191	-7.45%	0.53%	8.21%	\$98,246	3.21%	0.72%	8.44%	\$111,392	13.38%	8.70%	0.00%		-100.00%	
April	8.27%	\$97,855	5.53%	1.01%	7.83%	\$93,739	-4.21%	0.23%	6.90%	\$91,057	-2.86%	7.61%	0.00%		-100.00%	
May	7.57%	\$89,491	13.37%	1.93%	7.59%	\$90,851	1.52%	0.34%	8.21%	\$108,243	19.14%	8.58%	0.00%		-100.00%	
June	8.87%	\$104,956	-4.21%	1.35%	9.63%	\$115,289	9.85%	1.18%	11.00%	\$145,068	25.83%	10.24%	0.00%		-100.00%	
<b>Total</b>	<b>100.00%</b>	<b>\$1,182,605</b>			<b>100.00%</b>	<b>\$1,196,607</b>			<b>100.00%</b>	<b>\$1,319,125</b>			<b>100.00%</b>	<b>\$941,606</b>		

**Annual Comparison by Month**

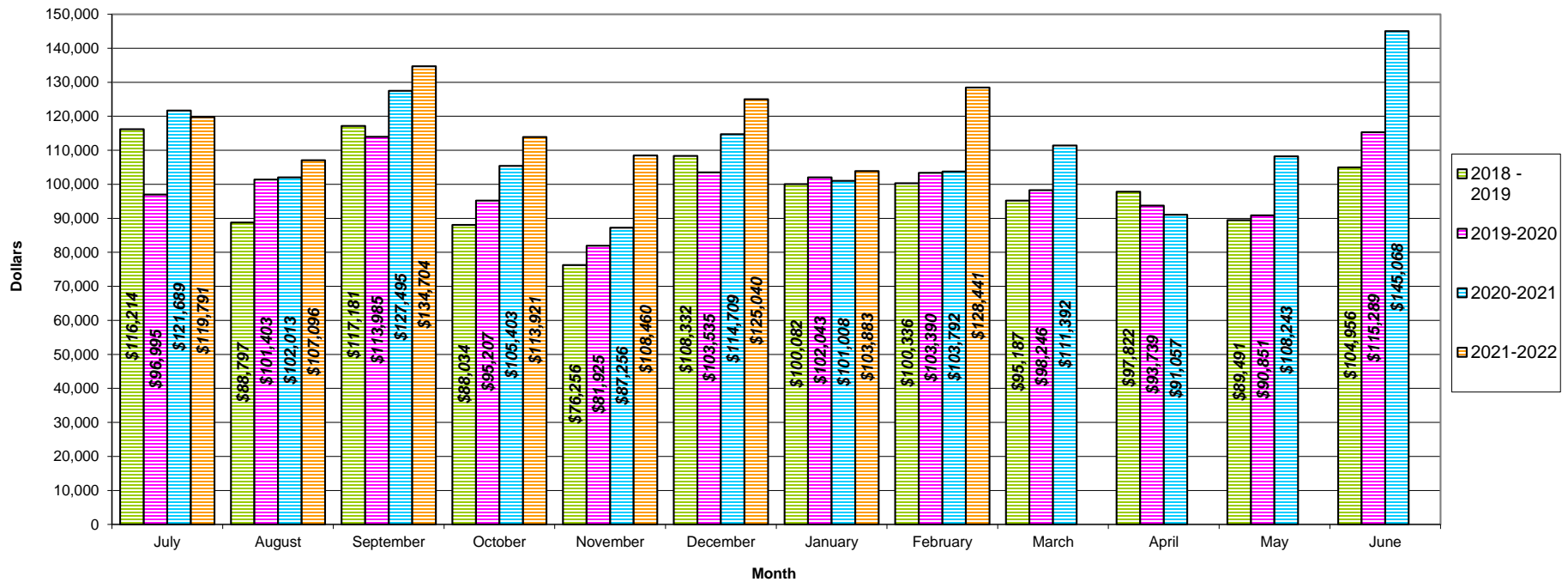


**City of Moberly**  
**One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis**

#19.

	2018 - 2019				2019-2020				2020-2021				2021-2022			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	12.73%	\$119,791	-1.56%	-1.56%
August	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	11.38%	\$107,096	4.98%	1.42%
September	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	14.31%	\$134,704	5.65%	2.96%
October	7.44%	\$88,034	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	12.10%	\$113,921	8.08%	4.14%
November	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	11.52%	\$108,460	24.30%	7.38%
December	9.16%	\$108,332	-23.29%	-1.36%	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,709	10.79%	11.05%	13.28%	\$125,040	9.01%	7.66%
January	8.46%	\$100,082	22.45%	1.48%	8.53%	\$102,043	1.96%	0.03%	7.66%	\$101,008	-1.01%	9.28%	11.04%	\$103,883	2.85%	7.02%
February	8.48%	\$100,336	2.40%	1.60%	8.64%	\$103,390	3.04%	0.41%	7.87%	\$103,792	0.39%	8.13%	13.64%	\$128,441	23.75%	9.03%
March	8.05%	\$95,187	-7.45%	0.55%	8.21%	\$98,246	3.21%	0.71%	8.44%	\$111,392	13.38%	8.70%	0.00%		-100.00%	
April	8.27%	\$97,822	5.49%	1.01%	7.83%	\$93,739	-4.17%	0.23%	6.90%	\$91,057	-2.86%	7.61%	0.00%		-100.00%	
May	7.57%	\$89,491	13.37%	1.94%	7.59%	\$90,851	1.52%	0.33%	8.21%	\$108,243	19.14%	8.58%	0.00%		-100.00%	
June	8.87%	\$104,956	-4.21%	1.36%	9.63%	\$115,289	9.85%	1.18%	11.00%	\$145,068	25.83%	10.24%	0.00%		-100.00%	
<b>Total</b>	<b>100.00%</b>	<b>\$1,182,688</b>			<b>100.00%</b>	<b>\$1,196,609</b>			<b>100.00%</b>	<b>\$1,319,126</b>			<b>100.00%</b>	<b>\$941,337</b>		

**Annual Comparison by Month**

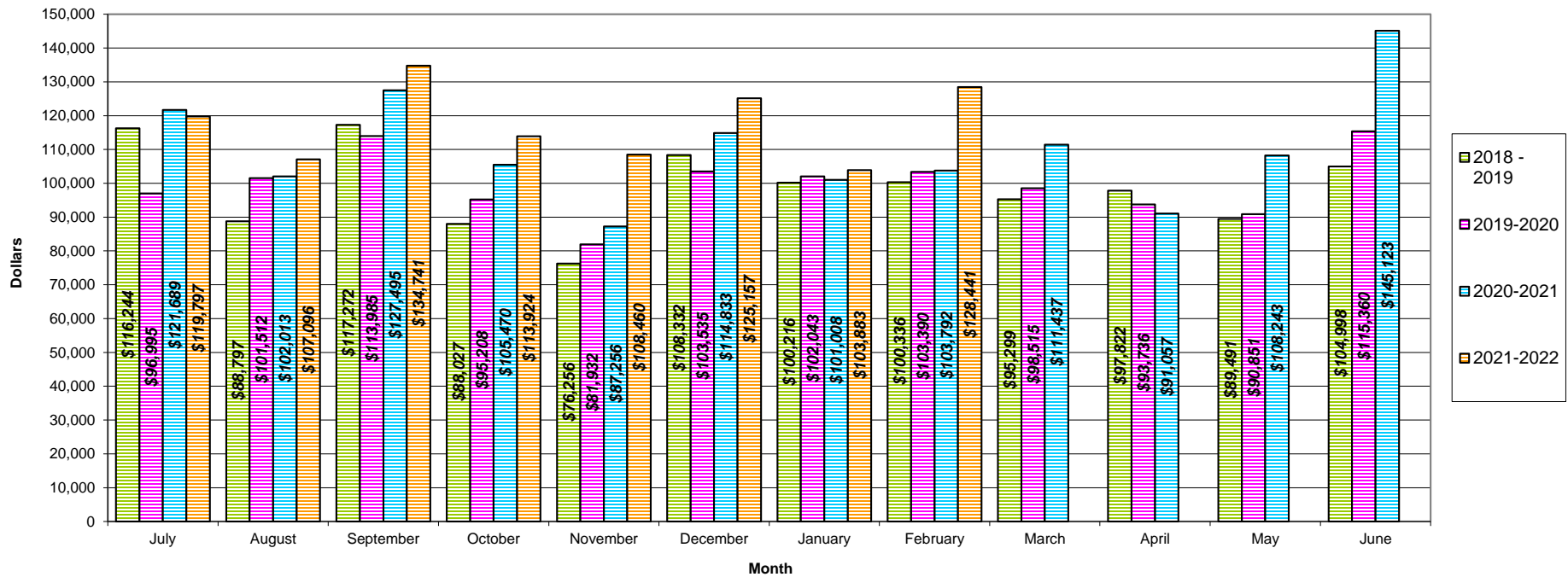


**City of Moberly**  
**One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis**

#19.

	2018 - 2019				2019-2020				2020-2021				2021-2022			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.83%	\$116,244	-4.52%	-4.52%	8.10%	\$96,995	-16.56%	-16.56%	9.22%	\$121,689	25.46%	25.46%	12.72%	\$119,797	-1.55%	-1.55%
August	7.51%	\$88,797	15.53%	3.24%	8.48%	\$101,512	14.32%	-3.19%	7.73%	\$102,013	0.49%	12.69%	11.38%	\$107,096	4.98%	1.43%
September	9.91%	\$117,272	10.87%	5.89%	9.52%	\$113,985	-2.80%	-3.05%	9.66%	\$127,495	11.85%	12.39%	14.31%	\$134,741	5.68%	2.97%
October	7.44%	\$88,027	-9.27%	2.22%	7.95%	\$95,208	8.16%	-0.64%	7.99%	\$105,470	10.78%	12.01%	12.10%	\$113,924	8.02%	4.14%
November	6.45%	\$76,256	26.13%	5.35%	6.84%	\$81,932	7.44%	0.62%	6.61%	\$87,256	6.50%	11.09%	11.52%	\$108,460	24.30%	7.37%
December	9.16%	\$108,332	-23.29%	-1.35%	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,833	10.91%	11.06%	13.29%	\$125,157	8.99%	7.65%
January	8.47%	\$100,216	22.56%	1.50%	8.52%	\$102,043	1.82%	0.01%	7.66%	\$101,008	-1.01%	9.29%	11.03%	\$103,883	2.85%	7.01%
February	8.48%	\$100,336	2.40%	1.62%	8.64%	\$103,390	3.04%	0.39%	7.87%	\$103,792	0.39%	8.13%	13.64%	\$128,441	23.75%	9.03%
March	8.06%	\$95,299	-7.36%	0.57%	8.23%	\$98,515	3.37%	0.71%	8.45%	\$111,437	13.12%	8.68%	0.00%		-100.00%	
April	8.27%	\$97,822	5.49%	1.04%	7.83%	\$93,736	-4.18%	0.23%	6.90%	\$91,057	-2.86%	7.59%	0.00%		-100.00%	
May	7.56%	\$89,491	13.37%	1.96%	7.59%	\$90,851	1.52%	0.33%	8.20%	\$108,243	19.14%	8.56%	0.00%		-100.00%	
June	8.87%	\$104,998	-4.17%	1.38%	9.64%	\$115,360	9.87%	1.18%	11.00%	\$145,123	25.80%	10.22%	0.00%		-100.00%	
<b>Total</b>	<b>100.00%</b>	<b>\$1,183,089</b>			<b>100.00%</b>	<b>\$1,197,062</b>			<b>100.00%</b>	<b>\$1,319,415</b>			<b>100.00%</b>	<b>\$941,500</b>		

**Annual Comparison by Month**

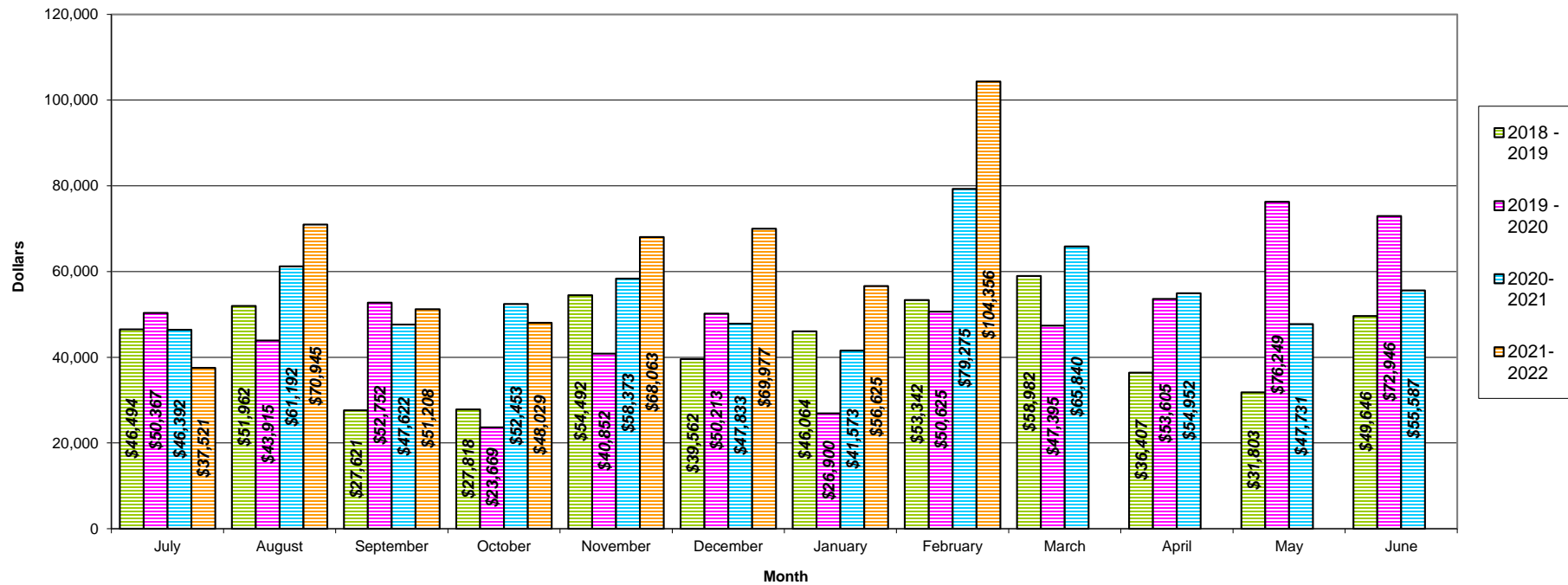


**City of Moberly**  
**Two & One-Half Percent (2-1/2%) Use Tax Analysis**

#19.

	2018 - 2019				2019 - 2020				2020-2021				2021-2022			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.87%	\$46,494	33.98%	33.98%	8.54%	\$50,367	8.33%	8.33%	7.04%	\$46,392	-7.89%	-7.89%	7.40%	\$37,521	-19.12%	-19.12%
August	9.91%	\$51,962	76.73%	53.59%	7.45%	\$43,915	-15.49%	-4.24%	9.29%	\$61,192	39.34%	14.11%	14.00%	\$70,945	15.94%	0.82%
September	5.27%	\$27,621	-60.92%	-6.46%	8.95%	\$52,752	90.99%	16.62%	7.23%	\$47,622	-9.73%	5.56%	10.11%	\$51,208	7.53%	2.88%
October	5.31%	\$27,818	99.55%	3.47%	4.02%	\$23,669	-14.91%	10.92%	7.96%	\$52,453	121.61%	21.65%	9.48%	\$48,029	-8.44%	0.02%
November	10.40%	\$54,492	99.30%	18.35%	6.93%	\$40,852	-25.03%	1.52%	8.86%	\$58,373	42.89%	25.75%	13.43%	\$68,063	16.60%	3.66%
December	7.55%	\$39,562	-9.57%	12.80%	8.52%	\$50,213	26.92%	5.57%	7.26%	\$47,833	-4.74%	19.90%	13.81%	\$69,977	46.30%	10.16%
January	8.79%	\$46,064	17.37%	13.49%	4.56%	\$26,900	-41.60%	-1.82%	6.31%	\$41,573	54.55%	23.13%	11.17%	\$56,625	36.21%	13.20%
February	10.18%	\$53,342	-37.08%	1.02%	8.59%	\$50,625	-5.09%	-2.32%	12.03%	\$79,275	56.59%	28.12%	20.59%	\$104,356	31.64%	16.56%
March	11.25%	\$58,982	0.52%	0.95%	8.04%	\$47,395	-19.65%	-4.84%	9.99%	\$65,840	38.92%	29.45%	0.00%		-100.00%	
April	6.95%	\$36,407	6.51%	1.38%	9.09%	\$53,605	47.24%	-0.55%	8.34%	\$54,952	2.51%	26.17%	0.00%		-100.00%	
May	6.07%	\$31,803	-17.39%	-0.14%	12.93%	\$76,249	139.75%	8.85%	7.24%	\$47,731	-37.40%	16.78%	0.00%		-100.00%	
June	9.47%	\$49,646	4.21%	0.26%	12.37%	\$72,946	46.93%	12.46%	8.44%	\$55,587	-23.80%	11.76%	0.00%		-100.00%	
<b>Total</b>	<b>100.00%</b>	<b>\$524,193</b>			<b>100.00%</b>	<b>\$589,488</b>			<b>100.00%</b>	<b>\$658,823</b>			<b>100.00%</b>	<b>\$506,723</b>		

**Annual Comparison by Month**

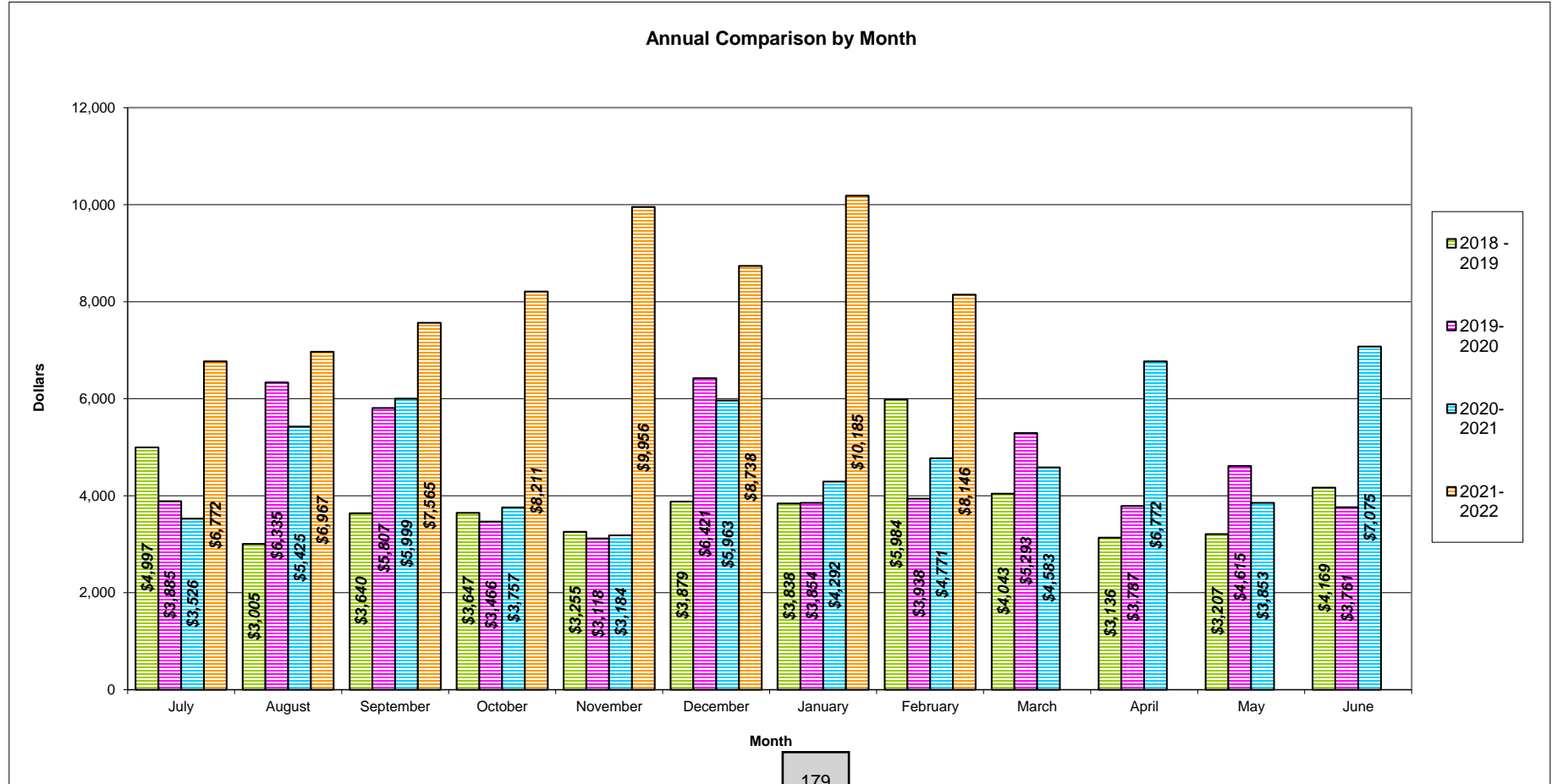




**City of Moberly**  
**One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis**

#19.

	2018 - 2019				2019-2020				2020-2021				2021-2022			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.68%	\$4,997	NA	NA	7.16%	\$3,885	-22.25%	-22.25%	5.96%	\$3,526	-9.24%	-9.24%	10.18%	\$6,772	92.03%	92.03%
August	6.42%	\$3,005	NA	NA	11.67%	\$6,335	110.82%	27.72%	9.16%	\$5,425	-14.37%	-12.42%	10.47%	\$6,967	28.42%	53.48%
September	7.78%	\$3,640	NA	NA	10.70%	\$5,807	59.53%	37.67%	10.13%	\$5,999	3.32%	-6.72%	11.37%	\$7,565	26.09%	42.49%
October	7.79%	\$3,647	NA	NA	6.39%	\$3,466	-4.97%	27.50%	6.35%	\$3,757	8.39%	-4.03%	12.34%	\$8,211	118.56%	57.76%
November	6.96%	\$3,255	NA	NA	5.75%	\$3,118	-4.21%	21.93%	5.38%	\$3,184	2.09%	-3.19%	14.96%	\$9,956	212.74%	80.30%
December	8.29%	\$3,879	20.72%	20.72%	11.83%	\$6,421	65.55%	29.48%	10.07%	\$5,963	-7.14%	-4.06%	13.13%	\$8,738	46.55%	73.08%
January	8.20%	\$3,838	18.14%	19.42%	7.10%	\$3,854	0.40%	25.23%	7.25%	\$4,292	11.36%	-2.25%	15.31%	\$10,185	137.32%	81.65%
February	12.79%	\$5,984	3.69%	12.00%	7.26%	\$3,938	-34.19%	14.20%	8.06%	\$4,771	21.14%	0.25%	12.24%	\$8,146	70.75%	80.24%
March	8.64%	\$4,043	-8.74%	6.48%	9.75%	\$5,293	30.90%	16.06%	7.74%	\$4,583	-13.42%	-1.47%	0.00%		-100.00%	
April	6.70%	\$3,136	19.03%	8.20%	6.98%	\$3,787	20.74%	16.44%	11.44%	\$6,772	78.83%	5.15%	0.00%		-100.00%	
May	6.85%	\$3,207	23.58%	10.02%	8.50%	\$4,615	43.88%	18.50%	6.51%	\$3,853	-16.50%	3.18%	0.00%		-100.00%	
June	8.91%	\$4,169	-22.83%	3.52%	6.93%	\$3,761	-9.77%	15.98%	11.95%	\$7,075	88.10%	9.06%	0.00%		-100.00%	
<b>Total</b>	<b>100.00%</b>	<b>\$46,801</b>			<b>100.00%</b>	<b>\$54,280</b>			<b>100.00%</b>	<b>\$59,199</b>			<b>100.00%</b>	<b>\$66,539</b>		



**City of Moberly Health Plan Trust**  
**Comparative Profit & Loss Statement**  
**January 2022**

<u>Income</u>	<u>July 2021-January 2022</u>	<u>July 2020-January 2021</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	15,500.86	5,370.00	10,130.86	188.66%
4901 Interest Income	108.77	170.50	(61.73)	-36.21%
4950 Employer Contributions	770,769.91	817,549.67	(46,779.76)	-5.72%
4951 Employee Contributions	173,771.14	156,182.43	17,588.71	11.26%
4952 Employee Cobra Payments	6,910.32	9,243.53	(2,333.21)	-25.24%
4953 Reinsurance Refunds	39,947.86	92,295.73	(52,347.87)	-56.72%
4954 Employee Buy-up Premiums	<u>4,825.00</u>	<u>1,950.00</u>	<u>2,875.00</u>	<u>147.44%</u>
Total Income	1,011,833.86	1,082,761.86	(70,928.00)	-6.55%
<u>Expenditures</u>				
5406 Contracted Services	1,244.00	1,000.00	244.00	24.40%
5806 Miscellaneous	312.00	3,000.00	(2,688.00)	-89.60%
5817 Bank Fees	709.74	515.83	193.91	37.59%
5850 Health Claims Paid	728,084.76	529,733.05	198,351.71	37.44%
5851 Pharmaceuticals	136,582.49	188,983.24	(52,400.75)	-27.73%
5852 Reinsurance Premiums	215,289.94	204,544.72	10,745.22	5.25%
5853 Life Insurance Premiums	13,965.65	14,337.85	(372.20)	-2.60%
5854 Medical Claims Admin Fees	44,815.94	17,012.27	27,803.67	163.43%
5855 Dental Claims Admin Fees	3,104.15	3,107.00	(2.85)	-0.09%
5856 Air Ambulance Memberships	6,994.00	0.00	6,994.00	100.00%
5857 Dental Claims Paid	40,998.15	44,891.52	(3,893.37)	-8.67%
5858 HSA Account Fees	<u>447.50</u>	<u>0.00</u>	<u>447.50</u>	<u>100.00%</u>
Total Expenditures	<u>1,192,548.32</u>	<u>1,007,125.48</u>	<u>185,422.84</u>	<u>18.41%</u>
<b>Net Income (Loss)</b>	<b><u>(180,714.46)</u></b>	<b><u>75,636.38</u></b>	<b><u>(256,350.84)</u></b>	<b><u>-338.93%</u></b>

**City of Moberly Health Plan Trust**  
**Comparative Balance Sheet**  
**January 31, 2022**

<u>ASSETS</u>	<u>January 31, 2022</u>	<u>January 31, 2021</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>339,146.79</u>	<u>436,448.97</u>	<u>(97,302.18)</u>	<u>-22.29%</u>
Total Current Assets	<u>339,146.79</u>	<u>436,448.97</u>	<u>(97,302.18)</u>	<u>-22.29%</u>
Other Assets				
1300 Investments	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
Total Other Assets	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
<b>TOTAL ASSETS</b>	<b><u>339,146.79</u></b>	<b><u>436,448.97</u></b>	<b><u>(97,302.18)</u></b>	<b><u>-22.29%</u></b>
<u>LIABILITIES &amp; EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	519,861.25	360,812.59	159,048.66	44.08%
Net Income (Loss)	<u>(180,714.46)</u>	<u>75,636.38</u>	<u>(256,350.84)</u>	<u>-338.93%</u>
Total Equity	<u>339,146.79</u>	<u>436,448.97</u>	<u>(97,302.18)</u>	<u>-22.29%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>339,146.79</u></b>	<b><u>436,448.97</u></b>	<b><u>(97,302.18)</u></b>	<b><u>-22.29%</u></b>



**City of**

**Police Department**

Troy Link

Chief of Police

264<sup>th</sup> Session FBI Academy

300 N Clark Street

Moberly, MO 65270

Phone: 660-263-0346

Fax: 660-263-8540

**Division of Criminal Investigation  
Monthly Report  
January 2022**

1. Child Molestation 1<sup>st</sup>: Suspect; RD, W/M, 58 yoa, Victim; PD, W/F, 3 yoa, Disposition: Unfounded
2. Child Molestation 1<sup>st</sup>: Suspect; JS, W/M, 14 yoa, Victim; PD, W/M, 3 yoa, Disposition: Unfounded
3. Resisting Arrest by Fleeing, Causing Substantial Risk: Suspect; DC, W/M, 47 yoa, Victim; State of Missouri, Disposition: Sent to RCPA
4. DWS/R 3<sup>rd</sup>: Suspect; DC, W/M, 47 yoa, Victim; State of Missouri, Disposition: Sent to RCPA
5. Possession of a Controlled Substance-Methamphetamine: Suspect; RP, B/M, 56 yoa, Victim: State of Missouri, Disposition: Sent to RCPA
6. DWS/R 1<sup>st</sup>: Suspect; RP, B/M, 56 yoa, Victim: State of Missouri, Disposition: Sent to RCPA
7. Child Molestation 4<sup>th</sup>: Suspect; CP, W/M, 30 yoa, Victim: CC, W/M, 8 yoa, Disposition: Unfounded

**Cases Cleared.....7**  
**Interviews.....65**  
**Interrogations.....2**  
**Reports Written.....48**

**Special Assignments**



## Monthly Report

Approved numerous reports for Detective Unit.  
 Tagged numerous body camera videos.  
 Contacted by MSHP Laboratory in reference to testing DNA evidence.  
 Liquor License Application- MO Axe Company LLC.  
 Assisted STAT with Child Molestation investigation.  
 Assisted Patrol Division with Drug/ Unlawful Use of a Weapon investigation.  
 Assisted Patrol Division with a Death Investigation (Drug Overdose).  
 Submitted two preservation requests to Facebook reference Drug Overdose Death.  
 Assisted Patrol Division with Missing Person investigation.  
 Assisted NOMO Drug Task Force with K9 search at Swift.  
 Attended presentation on new software by MIAC.  
 Contacted by Creve Coeur PD in reference to a stealing investigation.  
 Contacted by Juvenile Office in reference to a Child Molestation investigation.  
 Assisted Patrol Division with a Burglary investigation.  
 Investigated Hotline Report alleging Child Molestation.  
 Conducted follow up for Burglary investigation.  
 Conducted follow up for Child Death Investigation.  
 Conducted follow up for Child Molestation investigation.  
 Assisted Patrol Division with Stealing case.  
 Conducted follow up for Burglary/ Home Invasion investigation.  
 Recovered video evidence in reference to Stealing investigation.  
 Attended Supervisor's Meeting.  
 Recovered video evidence in reference to Stealing investigation.  
 Conducted follow up for Child Molestation investigation.  
 Conducted follow up interviews on Burglary/ Home Invasion/ Sexual Assault investigation.  
 Conducted consent search of residence in reference to Burglary/ Sexual Assault investigation.  
 Assisted Patrol Division with search for Runaway Juvenile.  
 Attended forensic interview in Columbia in reference to Child Molestation investigation.  
 Assisted with investigation of hotline report of Child Abuse.  
 Called in for alleged child molestation  
 Responded to the Rainbow House for forensic interview  
 Collected SAFE Kit from University Hospital  
 Attended Juvenile Court Hearing  
 Typed search warrant affidavit for overdose death investigation  
 Watched 2 forensic interviews for alleged child molestation incident  
 MIAC presentation on Voyager software  
 Assisted North MO Drug Task Force (NOMO) with collecting drug intelligence  
 Typed Facebook search warrant affidavit for overdose investigation  
 Spoke with individuals about overdose investigation  
 Attended autopsy and processed evidence from autopsy  
 Attempted a traffic stop on wanted subject, subject fled in vehicle and was not apprehended  
 Called in for drug investigation



**City of**

**Police Department**

Troy Link  
Chief of Police  
264<sup>th</sup> Session FBI Academy

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

Assisted NOMO in collection of drug intelligence and cultivation of informant  
Processed text messages for overdose death investigation  
Assumed investigation and reviewed patrol's report in reference to a home invasion/sexual assault  
Reinterviewed victim in home invasion/sexual assault  
Processed Crime Scene  
Collected and reviewed video surveillance in home invasion/sexual assault  
Attempted to locate possible person of interest in home invasion/sexual assault investigation  
Conducted traffic stop on vehicle leaving residence of known drug activity  
Interviewed arrestee for drug information  
Follow up interviews for home invasion/sexual assault  
Consent search of person of interest on home invasion/sexual assault  
Collected DNA samples for MSHP Lab to conduct test for sexual assault/home invasion investigation  
Interviewed suspect in alleged child molestation investigation  
Investigated complaint of subject threatening individuals at the YMCA with use of a firearm  
Drove evidence to Jefferson City MSHP crime  
Collected evidence from Boone Co Cyber Crimes  
Tagged evidence child pornography investigation

Respectfully Submitted,

Tracey Hayes  
Commander

2021 Yearly

01/13/22  
08:09Moberly Police Department  
Total CAD Calls Received, by Nature of Call343  
1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	54	0.53
Accident/Motor Vehicle	356	3.52
Adult Abuse	2	0.02
Alarm Call	217	2.14
Animal Bite	6	0.06
Animal Complaint	23	0.23
Assault	62	0.61
Assist Other Agency	374	3.69
Assist Police	2	0.02
Assist Public/Employee	775	7.66
Building Check	2244	22.17
Burglary	54	0.53
City Ordinance Violation	35	0.35
Civil Matter	2	0.02
Damage Property	108	1.07
Dangerous Drug	5	0.05
Death Investigation	15	0.15
Document Delivery/Pickup	7	0.07
Domestic Abuse	55	0.54
DWI	7	0.07
E911 Check	49	0.48
Extra Watch	100	0.99
Extra Watch Request	27	0.27
Field Contact	188	1.86
Fire Alarm Call	2	0.02
Fire Call	11	0.11
Fire Health Safety Check	7	0.07
Forgery	2	0.02
Found Property/Contraband	90	0.89
Fraud	40	0.40
Funeral Escort	38	0.38
Harassment	101	1.00
Health Safety	45	0.44
Information/Criminal Activity	1	0.01
Intoxicated Person	7	0.07
Keeping the Peace	50	0.49
Kidnapping	1	0.01
Lost Property	3	0.03
Medical Assist\RCAD	12	0.12
Missing Person	29	0.29
Motor Vehicle Theft	12	0.12
Parking Violation	129	1.27
Peace Disturbance	772	7.63
Rape	3	0.03
Robbery	2	0.02
Runaway Juv	15	0.15
Safety Hazard/Violation	1	0.01
Search Warrant	10	0.10
Security Escort	47	0.46
Sex Offenses	25	0.25
Special Assignment	58	0.57
Stealing	374	3.69
Suicide/Suicide Attempt	35	0.35
Suspicious Activity	585	5.78
Suspicious Person	115	1.14

01/13/22  
08:09

Moberly Police Department  
Total CAD Calls Received, by Nature of Call

Page: 343  
2

Nature of Call	Total Calls Received	% of Total
Suspicious Vehicle	159	1.57
Traffic Complaint	1899	18.76
Trespass/Refusing to Leave	89	0.88
Warrant Arrest	203	2.01
Try to Contact/Well-Being	383	3.78
Total Calls:	10122	

Report Includes:

All dates between `00:00:01 01/01/21` and `23:59:59 12/31/21`

All nature of incidents

All cities matching `MOB`

All types

All priorities

All agencies matching `1`

\*\*\* End of Report \SpillmanServer\app\tmp\reportTmp\_spillman\r



02/01/22  
09:53Moberly Police Department  
Total CAD Calls Received, by Nature of Call343  
Page: 1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	8	1.10
Accident/Motor Vehicle	23	3.16
Alarm Call	27	3.71
Animal Bite	1	0.14
Animal Complaint	10	1.38
Assault	3	0.41
Assist Other Agency	15	2.06
Assist Public/Employee	65	8.94
Building Check	150	20.63
Burglary	2	0.28
Civil Matter	1	0.14
Damage Property	6	0.83
Dangerous Drug	1	0.14
Death Investigation	1	0.14
Document Delivery/Pickup	1	0.14
Domestic Abuse	3	0.41
E911 Check	7	0.96
Extra Watch	40	5.50
Extra Watch Request	31	4.26
Field Contact	11	1.51
Fire Alarm Call	1	0.14
Found Property/Contraband	1	0.14
Fraud	3	0.41
Funeral Escort	9	1.24
Harassment	8	1.10
Health Safety	4	0.55
Information/Criminal Activity	2	0.28
Keeping the Peace	7	0.96
Lost Property	1	0.14
Medical Assist\RCAD	2	0.28
Missing Person	2	0.28
Parking Violation	11	1.51
Peace Disturbance	32	4.40
Runaway Juv	5	0.69
Security Escort	3	0.41
Sex Offenses	2	0.28
Special Assignment	2	0.28
Stealing	24	3.30
Suicide/Suicide Attempt	1	0.14
Suspicious Activity	33	4.54
Suspicious Person	7	0.96
Suspicious Vehicle	10	1.38
Traffic Complaint	90	12.38
Trespass/Refusing to Leave	5	0.69
Warrant Arrest	25	3.44
Try to Contact/Well-Being	31	4.26
-----		
Total Calls:	727	

## Report Includes:

All dates between `00:00:01 01/01/22` and `23:59:59 01/31/22`  
 All nature of incidents  
 All cities matching `MOB`  
 All types  
 All priorities

# Moberly Fire Department January Monthly Report 2022

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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: February 2, 2022  
 Re: December Monthly Council Report:

- Last month the fire department responded to 108 incidents (28 different types) this included: **2 fire related calls, 67 EMS Calls, 6 hazardous conditions, 23 service calls, 5 good intent call, 4 false alarms & false calls, 1 special incident type, and 19 fire inspections.**
- The Department's three shifts combined training hours was **318**. The following topics were covered: Ice Resacue Training; Building Construction Training; Driver Training; Recruit Training; Truck & Tools Training; First responder Training; Incident Management Training; and Health and Wellness.
- The Chief participated in the COVID-19 weekly conference call (COAD).
- Vehicle maintenance: Engine 305 remains at STLF Diesel Repair for a blown head gasket and at least one injector is bad. Engine 304, the cab hydraulic cylinders for the raising of the cab need to be rebuilt, this is being addressed soon. It also will have to have the pump packing seals re-worked to eliminate a consistent leak.
- The EMA new siren relocation and placement by Blue Valley Public Safety has been completed. The new location is at the southern end of Fox Park on Russhaven.
- The fire station resource location study was approved and the paperwork has been submitted to ESCI for final signatures. Once this has been completed, ESCI will begin the study/research.
- The Department familiarized themselves with the new Rescue Randy manikin and a Ruth Lee manikin. Having these pieces of training equipment will allow our personnel to train more accurately during simulated scenarios.
- Equipment/station maintenance: The Station 2 project is coming along. Walls were reconfigured and drywall was hung. Mudding and painting will be done in the next week or so. New carpeting will then be placed. The last part of the project will be to construct new locker/cabinets. We are shooting for the middle to end of February to have this project finished.
- Building inspections (CFOs) and annual business inspections continue to be performed on a regular basis.
- The Chief attended 24/63 Chief's Meeting in Renick on the 12<sup>th</sup>, participated in the FEMA Go quarterly status briefing on the 18<sup>th</sup>, and the Region B Fire Chief's Meeting on the 19<sup>th</sup>.
- The Chief met with Matt Brownfield on the 25<sup>th</sup> to look at the old courthouse project he has been working on. He had a couple of older hose cabinets that he wanted to know if we could use, and it was explained that either the department or the local museum might take them.

## Notice for February 2022

- The Department will be participating with the Building Inspection personnel to go through the Moberly Inn the week of February 7th. We will be inspecting the fire alarm system which Tiger Security installed.
- Four personnel from the department will be attending the Winter Fire School at the University of Missouri campus on the 4<sup>th</sup> through the 6<sup>th</sup>.
- Chief is going to participate with the Human Relations Department in a Zoom meeting regarding the City's Employee Assistance Program on the 8<sup>th</sup>.
- The Moberly Fire Department will have two personnel begin their Fire Academy training through Hutchinson Community College Fire Academy on February 28<sup>th</sup>. They will begin the online portion on the 28<sup>th</sup> and go to the hands-on portion April 1<sup>st</sup> through April 15<sup>th</sup>. Personnel will earn Firefighter I, Firefighter II, HazMat Awareness, and HazMat Operations certifications. I would like to thank the city management for allowing us to send these individuals to the fire academy, as it strengthens the fire department for the future.
- The department will be hosting a Driver Operator Core/Pumper class through the Missouri Division of Fire Safety – Fire Education/Advisory Commission and the University of Missouri Extension Division Fire and Rescue Training Institute. The class is being paid for by the State of Missouri fire training funds. The class runs February 7<sup>th</sup> through February 18<sup>th</sup>.
- Gas Appliance and Business inspections will continue to be provided when we receive them.
- The Chief will continue to participate in the COVID-19 weekly conference call (COAD).





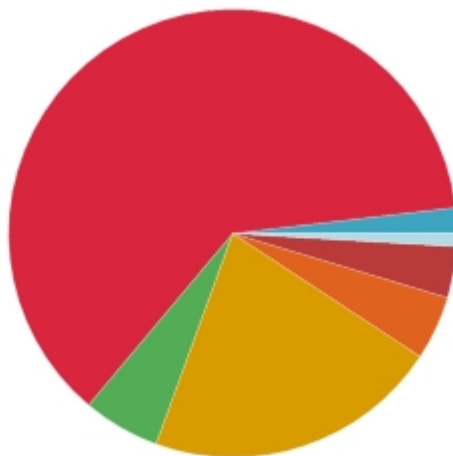


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
131 - Passenger vehicle fire	1	0.93%
162 - Outside equipment fire	1	0.93%
311 - Medical assist, assist EMS crew	1	0.93%
3111 - Provided Driver	1	0.93%
3112 - Lift Assistance	23	21.30%
3113 - Standby, No care provided	1	0.93%
321 - EMS call, excluding vehicle accident with injury	37	34.26%
324 - Motor vehicle accident with no injuries.	3	2.78%
341 - Search for person on land	1	0.93%
412 - Gas leak (natural gas or LPG)	1	0.93%
424 - Carbon monoxide incident	2	1.85%
440 - Electrical wiring/equipment problem, other	1	0.93%

<b>Incident Type</b>	<b>Total Incidents</b>	<b>Percent</b>
445 - Arcing, shorted electrical equipment	1	0.93%
463 - Vehicle accident, general cleanup	1	0.93%
5001 - Gas Appliance Inspection	16	14.81%
5005 - CFO Inspection	3	2.78%
5311 - Report of odor with nothing found	2	1.85%
551 - Assist police or other governmental agency	1	0.93%
553 - Public service	1	0.93%
600 - Good intent call, other	1	0.93%
622 - No incident found on arrival at dispatch address	2	1.85%
631 - Authorized controlled burning	1	0.93%
651 - Smoke scare, odor of smoke	1	0.93%
700 - False alarm or false call, other	1	0.93%
715 - Local alarm system, malicious false alarm	1	0.93%
744 - Detector activation, no fire - unintentional	1	0.93%
745 - Alarm system activation, no fire - unintentional	1	0.93%
911 - Citizen complaint	1	0.93%

**Total Number of Incidents: 108**

**Total Number of Incident Types: 28**

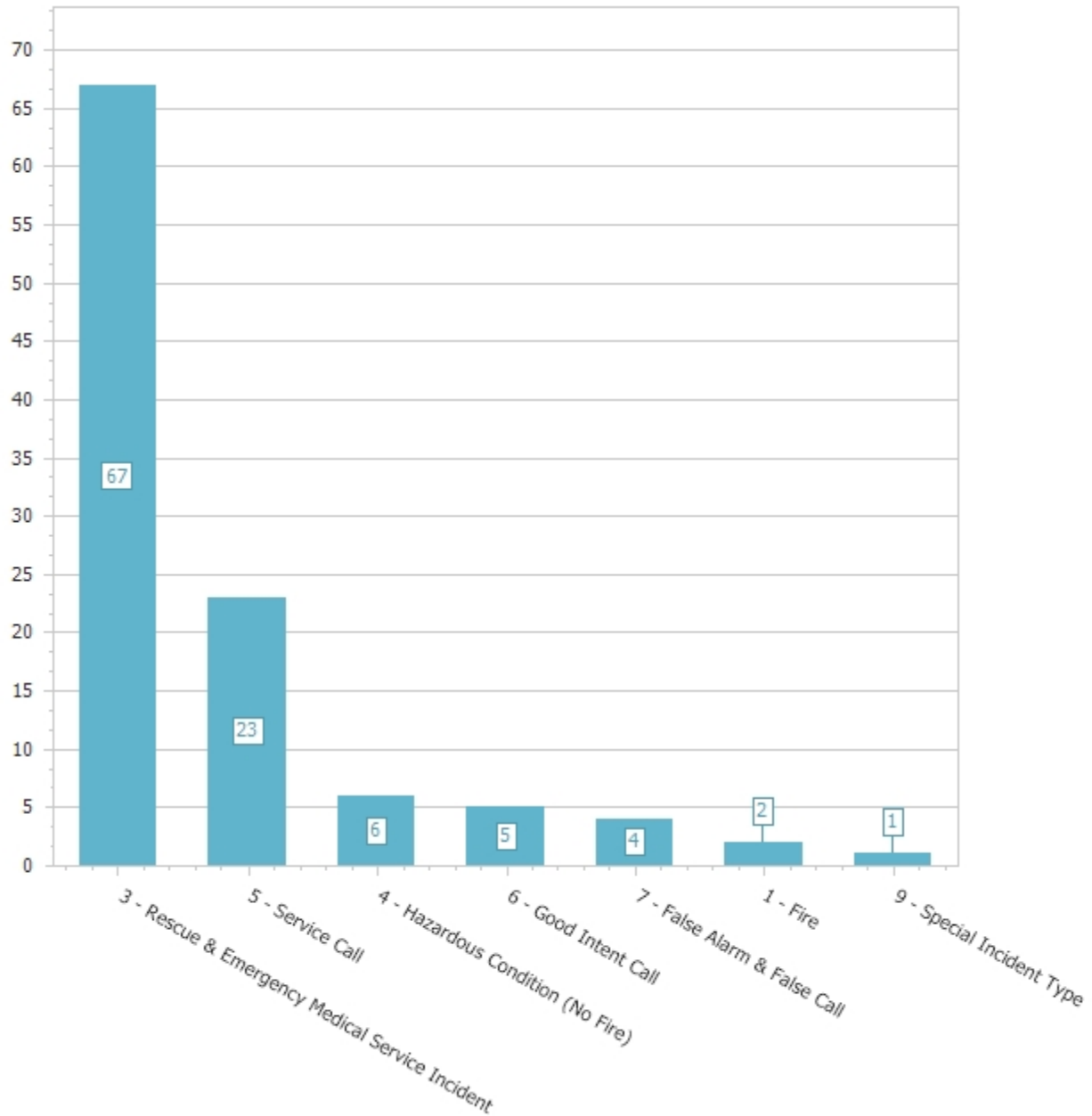


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports by Incident Type Series, Detailed



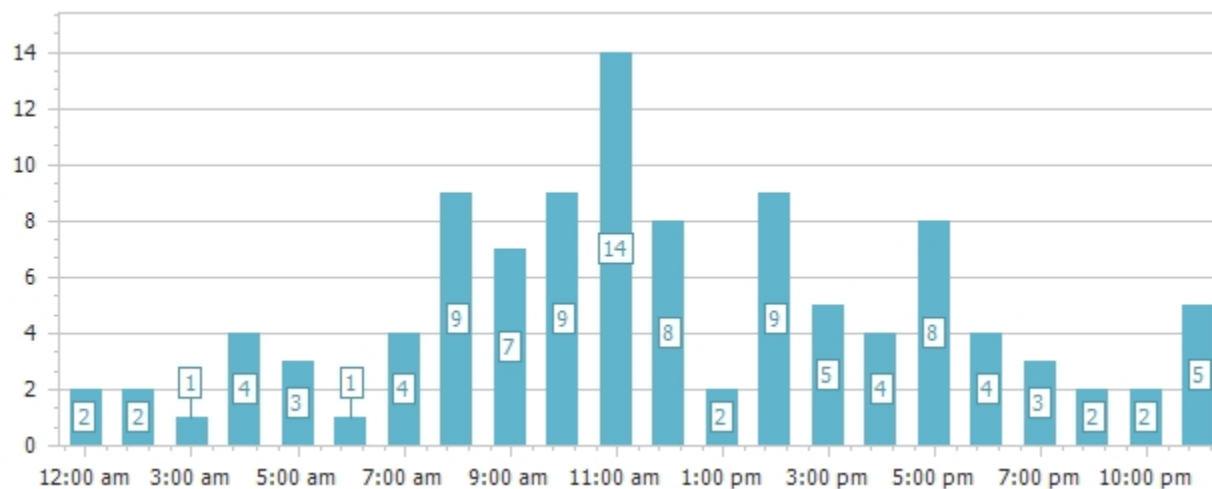


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## 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
2200027	0	1/7/2022	321 - EMS call, excluding vehicle accident with injury
2200044	0	1/14/2022	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 2

#### 1:00 am

Incident #	Exp #	Alarm Date	Incident Type
2200035	0	1/10/2022	424 - Carbon monoxide incident
2200050	0	1/16/2022	3112 - Lift Assistance

**Total Number of Incidents:** 2

#### 3:00 am

Incident #	Exp #	Alarm Date	Incident Type
2200053	0	1/17/2022	321 - EMS call, excluding vehicle accident with injury



**Total Number of Incidents:** 1

**4:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2200036	0	1/10/2022	321 - EMS call, excluding vehicle accident with injury
2200057	0	1/19/2022	321 - EMS call, excluding vehicle accident with injury
2200067	0	1/21/2022	3112 - Lift Assistance
2200107	0	1/31/2022	445 - Arcing, shorted electrical equipment

**Total Number of Incidents:** 4

**5:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2200004	0	1/3/2022	3112 - Lift Assistance
2200068	0	1/21/2022	3112 - Lift Assistance
2200103	0	1/30/2022	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 3

**6:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2200054	0	1/17/2022	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 1

**7:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2200037	0	1/10/2022	3112 - Lift Assistance
2200042	0	1/13/2022	321 - EMS call, excluding vehicle accident with injury
2200076	0	1/24/2022	321 - EMS call, excluding vehicle accident with injury
2200108	0	1/31/2022	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 4

**8:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2200013	0	1/5/2022	5005 - CFO Inspection
2200018	0	1/6/2022	440 - Electrical wiring/equipment problem, other
2200019	0	1/6/2022	3112 - Lift Assistance
2200061	0	1/20/2022	321 - EMS call, excluding vehicle accident with injury
2200077	0	1/24/2022	321 - EMS call, excluding vehicle accident with injury
2200087	0	1/26/2022	3111 - Provided Driver
2200091	0	1/27/2022	321 - EMS call, excluding vehicle accident with injury
2200094	0	1/28/2022	321 - EMS call, excluding vehicle accident with injury
2200095	0	1/28/2022	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 9

#### 9:00 am

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2200014	0	1/5/2022	5001 - Gas Appliance Inspection
2200038	0	1/10/2022	3112 - Lift Assistance
2200045	0	1/14/2022	463 - Vehicle accident, general cleanup
2200062	0	1/20/2022	622 - No incident found on arrival at dispatch address
2200078	0	1/24/2022	321 - EMS call, excluding vehicle accident with injury
2200082	0	1/25/2022	5001 - Gas Appliance Inspection
2200092	0	1/27/2022	5001 - Gas Appliance Inspection

**Total Number of Incidents:** 7

#### 10:00 am

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2200002	0	1/2/2022	700 - False alarm or false call, other
2200020	0	1/6/2022	5001 - Gas Appliance Inspection
2200028	0	1/7/2022	5001 - Gas Appliance Inspection
2200033	0	1/9/2022	3112 - Lift Assistance
2200051	0	1/16/2022	3112 - Lift Assistance
2200055	0	1/17/2022	321 - EMS call, excluding vehicle accident with injury
2200063	0	1/20/2022	321 - EMS call, excluding vehicle accident with injury

2200064	0	1/20/2022	131 - Passenger vehicle fire
2200083	0	1/25/2022	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 9

**11:00 am**

Incident #	Exp #	Alarm Date	Incident Type
2200005	0	1/3/2022	321 - EMS call, excluding vehicle accident with injury
2200021	0	1/6/2022	5001 - Gas Appliance Inspection
2200022	0	1/6/2022	5001 - Gas Appliance Inspection
2200023	0	1/6/2022	321 - EMS call, excluding vehicle accident with injury
2200024	0	1/6/2022	5001 - Gas Appliance Inspection
2200039	0	1/11/2022	5001 - Gas Appliance Inspection
2200043	0	1/13/2022	3112 - Lift Assistance
2200058	0	1/19/2022	324 - Motor vehicle accident with no injuries.
2200059	0	1/19/2022	412 - Gas leak (natural gas or LPG)
2200065	0	1/20/2022	5001 - Gas Appliance Inspection
2200074	0	1/23/2022	321 - EMS call, excluding vehicle accident with injury
2200079	0	1/24/2022	321 - EMS call, excluding vehicle accident with injury
2200080	0	1/24/2022	553 - Public service
2200088	0	1/26/2022	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 14

**12:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2200009	0	1/4/2022	324 - Motor vehicle accident with no injuries.
2200015	0	1/5/2022	5005 - CFO Inspection
2200030	0	1/8/2022	3112 - Lift Assistance
2200041	0	1/12/2022	162 - Outside equipment fire
2200046	0	1/14/2022	321 - EMS call, excluding vehicle accident with injury
2200047	0	1/15/2022	311 - Medical assist, assist EMS crew
2200052	0	1/16/2022	324 - Motor vehicle accident with no injuries.
2200072	0	1/22/2022	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 8

**1:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2200056	0	1/18/2022	321 - EMS call, excluding vehicle accident with injury
2200102	0	1/29/2022	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 2

**2:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2200001	0	1/1/2022	622 - No incident found on arrival at dispatch address
2200006	0	1/3/2022	551 - Assist police or other governmental agency
2200007	0	1/3/2022	5001 - Gas Appliance Inspection
2200010	0	1/4/2022	424 - Carbon monoxide incident
2200016	0	1/5/2022	5311 - Report of odor with nothing found
2200025	0	1/6/2022	321 - EMS call, excluding vehicle accident with injury
2200073	0	1/22/2022	321 - EMS call, excluding vehicle accident with injury
2200089	0	1/26/2022	3112 - Lift Assistance
2200104	0	1/30/2022	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 9

**3:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2200048	0	1/15/2022	3112 - Lift Assistance
2200069	0	1/21/2022	5001 - Gas Appliance Inspection
2200070	0	1/21/2022	5001 - Gas Appliance Inspection
2200084	0	1/25/2022	5001 - Gas Appliance Inspection
2200109	0	1/31/2022	5005 - CFO Inspection

**Total Number of Incidents:** 5

**4:00 pm**

Incident #	Exp #	Alarm Date	Incident Type	
2200029	0	1/7/2022	5001 - Gas Appliance Inspection	
2200090	0	1/26/2022	5001 - Gas Appliance Inspection	
2200096	0	1/28/2022	321 - EMS call, excluding vehicle accident with injury	
2200097	0	1/28/2022	744 - Detector activation, no fire - unintentional	
<b>Total Number of Incidents:</b>				4

#### 5:00 pm

Incident #	Exp #	Alarm Date	Incident Type	
2200003	0	1/2/2022	3113 - Standby, No care provided	
2200026	0	1/6/2022	715 - Local alarm system, malicious false alarm	
2200034	0	1/9/2022	3112 - Lift Assistance	
2200040	0	1/11/2022	3112 - Lift Assistance	
2200060	0	1/19/2022	3112 - Lift Assistance	
2200081	0	1/24/2022	5311 - Report of odor with nothing found	
2200085	0	1/25/2022	321 - EMS call, excluding vehicle accident with injury	
2200105	0	1/30/2022	3112 - Lift Assistance	
<b>Total Number of Incidents:</b>				8

#### 6:00 pm

Incident #	Exp #	Alarm Date	Incident Type	
2200008	0	1/3/2022	745 - Alarm system activation, no fire - unintentional	
2200011	0	1/4/2022	3112 - Lift Assistance	
2200066	0	1/20/2022	631 - Authorized controlled burning	
2200075	0	1/23/2022	3112 - Lift Assistance	
<b>Total Number of Incidents:</b>				4

#### 7:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2200093	0	1/27/2022	3112 - Lift Assistance
2200098	0	1/28/2022	911 - Citizen complaint
2200106	0	1/30/2022	600 - Good intent call, other



**Total Number of Incidents:** 3

**8:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2200031	0	1/8/2022	3112 - Lift Assistance
2200071	0	1/21/2022	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 2

**10:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2200017	0	1/5/2022	3112 - Lift Assistance
2200049	0	1/15/2022	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 2

**11:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2200012	0	1/4/2022	341 - Search for person on land
2200032	0	1/8/2022	3112 - Lift Assistance
2200086	0	1/25/2022	321 - EMS call, excluding vehicle accident with injury
2200099	0	1/28/2022	321 - EMS call, excluding vehicle accident with injury
2200100	0	1/28/2022	651 - Smoke scare, odor of smoke

**Total Number of Incidents:** 5



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>
300 Pickup	41
2007 Chevy	
302 Saber	52
305 Contender	36
<b>Total Number of Incidents: 108</b>	



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> 1/18/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver training Fulks drove 302 around wiht Ballow Stoen drove 305 with Brockman			
<b>Start Time:</b> 1/18/2022 8:03:00 AM	<b>Activity:</b>	01:27		1
<b>Log Type:</b> Training	<b>Entry Text:</b> YMCA Physical ED			
<b>Start Time:</b> 1/6/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Building Construction			
<b>Total Hours and Points:</b>		<b>09:27</b>	<b>0</b>	<b>9</b>

#### Boeding, Matthew

		Time at Activity	Hours Paid	Points
<b>Start Time:</b> 1/24/2022 8:00:00 AM	<b>Activity:</b>	01:30		1
<b>Log Type:</b> Training	<b>Entry Text:</b> YMCA			
<b>Start Time:</b> 1/18/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver training Fulks drove 302 around wiht Ballow Stoen drove 305 with Brockman			
<b>Start Time:</b> 1/18/2022 8:03:00 AM	<b>Activity:</b>	01:27		1
<b>Log Type:</b> Training	<b>Entry Text:</b> YMCA Physical ED			
<b>Start Time:</b> 1/6/2022 1:00:00 PM	<b>Activity:</b>	04:00		4

**Log Type:** Training**Entry Text:** Building Construction**Total Hours and Points: 10:57 0 10****Brockman, Stacy, D**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/24/2022 8:00:00 AM	<b>Activity:</b>	01:30		1
<b>Log Type:</b> Training	<b>Entry Text:</b> YMCA			
<b>Start Time:</b> 1/18/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver training Fulks drove 302 around wiht Ballow Stoen drove 305 with Brockman			
<b>Start Time:</b> 1/18/2022 8:03:00 AM	<b>Activity:</b>	01:27		1
<b>Log Type:</b> Training	<b>Entry Text:</b> YMCA Physical ED			
<b>Total Hours and Points:</b>		<b>06:57</b>	<b>0</b>	<b>6</b>

**Cody, Mark A**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/26/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> 4 Hrs. In house Training . ICS			
<b>Start Time:</b> 1/20/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> EMS training Truck and tools.			
<b>Start Time:</b> 1/11/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> 4 hrs. Ice Rescue Practical			
<b>Start Time:</b> 1/11/2022 8:00:00 AM	<b>Activity:</b>	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> 1 hr physical training			
<b>Start Time:</b> 1/5/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Ice Rescue classroom			

**Start Time:** 1/5/2022 8:00:00 AM **Activity:** 1  
**Log Type:** Training **Entry Text:** 1 hr. physical trainig.

**Total Hours and Points: 0-1771580 0 18**

### Davidson, Wade

	<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/26/2022 1:00:00 PM <b>Activity:</b>	04:00		4
<b>Log Type:</b> Training <b>Entry Text:</b> 4 Hrs. In house Training . ICS			
<b>Start Time:</b> 1/20/2022 1:00:00 PM <b>Activity:</b>	04:00		4
<b>Log Type:</b> Training <b>Entry Text:</b> EMS training Truck and tools.			
<b>Start Time:</b> 1/11/2022 1:00:00 PM <b>Activity:</b>	04:00		4
<b>Log Type:</b> Training <b>Entry Text:</b> 4 hrs. Ice Rescue Practical			
<b>Start Time:</b> 1/5/2022 1:00:00 PM <b>Activity:</b>	04:00		4
<b>Log Type:</b> Training <b>Entry Text:</b> Ice Rescue classroom			
<b>Total Hours and Points:</b>	<b>16:00</b>	<b>0</b>	<b>16</b>

### Dutton II, Kenneth Ross

	<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/24/2022 8:00:00 AM <b>Activity:</b>	01:30		1
<b>Log Type:</b> Training <b>Entry Text:</b> YMCA			
<b>Start Time:</b> 1/18/2022 1:00:00 PM <b>Activity:</b>	04:00		4
<b>Log Type:</b> Training <b>Entry Text:</b> Driver training Fulks drove 302 around wiht Ballow Stoen drove 305 with Brockman			
<b>Start Time:</b> 1/18/2022 8:03:00 AM <b>Activity:</b>	01:27		1
<b>Log Type:</b> Training <b>Entry Text:</b> YMCA Physical ED			
<b>Start Time:</b> 1/6/2022 1:00:00 PM <b>Activity:</b>	04:00		4
<b>Log Type:</b> Training <b>Entry Text:</b> Building Construction			



**Total Hours and Points: 10:57 0 10**

**Fulks, Scott**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/24/2022 8:00:00 AM	<b>Activity:</b>	01:30		1
<b>Log Type:</b> Training	<b>Entry Text:</b> YMCA			
<b>Start Time:</b> 1/18/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver training Fulks drove 302 around wiht Ballow Stoen drove 305 with Brockman			
<b>Start Time:</b> 1/18/2022 8:03:00 AM	<b>Activity:</b>	01:27		1
<b>Log Type:</b> Training	<b>Entry Text:</b> YMCA Physical ED			
<b>Total Hours and Points:</b>		<b>06:57</b>	<b>0</b>	<b>6</b>

**Heath, Ashley**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/24/2022 8:00:00 AM	<b>Activity:</b>	01:30		1
<b>Log Type:</b> Training	<b>Entry Text:</b> YMCA			
<b>Start Time:</b> 1/18/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver training Fulks drove 302 around wiht Ballow Stoen drove 305 with Brockman			
<b>Start Time:</b> 1/18/2022 8:03:00 AM	<b>Activity:</b>	01:27		1
<b>Log Type:</b> Training	<b>Entry Text:</b> YMCA Physical ED			
<b>Start Time:</b> 1/6/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Building Construction			
<b>Start Time:</b> 1/4/2022 1:00:00 PM	<b>Activity:</b> Trade Time	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Recruit Training			

**Total Hours and Points: 14:57 0 14**

**Holtkamp, Roy**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/18/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver training Fulks drove 302 around wiht Ballow Stoen drove 305 with Brockman			
<b>Start Time:</b> 1/18/2022 8:03:00 AM	<b>Activity:</b>	01:27		1
<b>Log Type:</b> Training	<b>Entry Text:</b> YMCA Physical ED			
<b>Start Time:</b> 1/6/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Building Construction			
<b>Total Hours and Points:</b>		<b>09:27</b>	<b>0</b>	<b>9</b>

**Lane, Andrew C**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/25/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver Training and First Responder Skills			
<b>Start Time:</b> 1/19/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Ice Rescue Training			
<b>Start Time:</b> 1/19/2022 8:00:00 AM	<b>Activity:</b> On Duty	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> Health & Wellness Training			
<b>Start Time:</b> 1/13/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Incident Management System / ICS			
<b>Start Time:</b> 1/4/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Recruit Training			
<b>Total Hours and Points:</b>		<b>17:00</b>	<b>0</b>	<b>17</b>

**McGee, Dusty**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/26/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> 4 Hrs. In house Training . ICS			
<b>Start Time:</b> 1/20/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> EMS training Truck and tools.			
<b>Start Time:</b> 1/11/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> 4 hrs. Ice Rescue Practical			
<b>Total Hours and Points:</b>		<b>12:00</b>	<b>0</b>	<b>12</b>

**Park, Trevor**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/26/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> 4 Hrs. In house Training . ICS			
<b>Start Time:</b> 1/20/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> EMS training Truck and tools.			
<b>Start Time:</b> 1/11/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> 4 hrs. Ice Rescue Practical			
<b>Start Time:</b> 1/11/2022 8:00:00 AM	<b>Activity:</b>	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> 1 hr physical training			
<b>Start Time:</b> 1/5/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Ice Rescue classroom			
<b>Total Hours and Points:</b>		<b>17:00</b>	<b>0</b>	<b>17</b>

**Price, Darren**

	<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
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<b>Start Time:</b> 1/25/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00	4
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver Training and First Responder Skills		
<b>Start Time:</b> 1/19/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00	4
<b>Log Type:</b> Training	<b>Entry Text:</b> Ice Rescue Training		
<b>Start Time:</b> 1/19/2022 8:00:00 AM	<b>Activity:</b> On Duty	01:00	1
<b>Log Type:</b> Training	<b>Entry Text:</b> Health & Wellness Training		
<b>Start Time:</b> 1/13/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00	4
<b>Log Type:</b> Training	<b>Entry Text:</b> Incident Management System / ICS		
<b>Total Hours and Points:</b>		<b>13:00</b>	<b>0</b>
			<b>13</b>

<b>Putnam, Cory</b>
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		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/25/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver Training and First Responder Skills			
<b>Start Time:</b> 1/19/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Ice Rescue Training			
<b>Start Time:</b> 1/19/2022 8:00:00 AM	<b>Activity:</b> On Duty	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> Health & Wellness Training			
<b>Start Time:</b> 1/13/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Incident Management System / ICS			
<b>Start Time:</b> 1/4/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Recruit Training			
<b>Total Hours and Points:</b>		<b>17:00</b>	<b>0</b>	<b>17</b>

<b>Rhoads, Lawrence</b>
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<b>Time at</b>	<b>Hours</b>
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		<b>Activity</b>	<b>Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/26/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> 4 Hrs. In house Training . ICS			
<b>Start Time:</b> 1/20/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> EMS training Truck and tools.			
<b>Start Time:</b> 1/11/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> 4 hrs. Ice Rescue Practical			
<b>Start Time:</b> 1/5/2022 1:00:00 PM	<b>Activity:</b>	04:00	0	4
<b>Log Type:</b> Training	<b>Entry Text:</b> Ice Rescue classroom			
<b>Start Time:</b> 1/5/2022 8:00:00 AM	<b>Activity:</b>			1
<b>Log Type:</b> Training	<b>Entry Text:</b> 1 hr. physical trainig.			
<b>Total Hours and Points:</b>		<b>0-1771580</b>	<b>0</b>	<b>17</b>

<b>Ruzicka, Landon</b>
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		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/25/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver Training and First Responder Skills			
<b>Start Time:</b> 1/19/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Ice Rescue Training			
<b>Start Time:</b> 1/19/2022 8:00:00 AM	<b>Activity:</b> On Duty	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> Health & Wellness Training			
<b>Start Time:</b> 1/13/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Incident Management System / ICS			
<b>Start Time:</b> 1/4/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Recruit Training			
<b>Total Hours and Points:</b>		<b>17:00</b>	<b>0</b>	<b>17</b>



**Steeves, Zachariah**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/25/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver Training and First Responder Skills			
<b>Start Time:</b> 1/19/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Ice Rescue Training			
<b>Start Time:</b> 1/19/2022 8:00:00 AM	<b>Activity:</b> On Duty	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> Health & Wellness Training			
<b>Start Time:</b> 1/13/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Incident Management System / ICS			
<b>Start Time:</b> 1/4/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Recruit Training			
<b>Total Hours and Points:</b>		<b>17:00</b>	<b>0</b>	<b>17</b>

**Stone, Slater**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/24/2022 8:00:00 AM	<b>Activity:</b>	01:30		1
<b>Log Type:</b> Training	<b>Entry Text:</b> YMCA			
<b>Start Time:</b> 1/18/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver training Fulks drove 302 around wiht Ballow Stoen drove 305 with Brockman			
<b>Start Time:</b> 1/18/2022 8:03:00 AM	<b>Activity:</b>	01:27		1
<b>Log Type:</b> Training	<b>Entry Text:</b> YMCA Physical ED			
<b>Start Time:</b> 1/6/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Building Construction			

**Total Hours and Points: 10:57 0 10**

**Sunderland, Daniel J**

	<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/26/2022 1:00:00 PM <b>Activity:</b>	04:00		4
<b>Log Type:</b> Training <b>Entry Text:</b> 4 Hrs. In house Training . ICS			
<b>Start Time:</b> 1/11/2022 1:00:00 PM <b>Activity:</b>	04:00		4
<b>Log Type:</b> Training <b>Entry Text:</b> 4 hrs. Ice Rescue Practical			
<b>Start Time:</b> 1/11/2022 8:00:00 AM <b>Activity:</b>	01:00		1
<b>Log Type:</b> Training <b>Entry Text:</b> 1 hr physical training			
<b>Start Time:</b> 1/5/2022 1:00:00 PM <b>Activity:</b>	04:00		4
<b>Log Type:</b> Training <b>Entry Text:</b> Ice Rescue classroom			
<b>Start Time:</b> 1/5/2022 8:00:00 AM <b>Activity:</b>			1
<b>Log Type:</b> Training <b>Entry Text:</b> 1 hr. physical trainig.			

**Total Hours and Points: 0-1771581 0 14**

**Tompson, Ron**

	<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/26/2022 1:00:00 PM <b>Activity:</b>	04:00		4
<b>Log Type:</b> Training <b>Entry Text:</b> 4 Hrs. In house Training . ICS			
<b>Start Time:</b> 1/11/2022 1:00:00 PM <b>Activity:</b>	04:00		4
<b>Log Type:</b> Training <b>Entry Text:</b> 4 hrs. Ice Rescue Practical			

**Total Hours and Points: 08:00 0 8**

**Washam, Jerry**

	<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/25/2022 1:00:00 PM <b>Activity:</b> On Duty	04:00		4

<b>Log Type:</b> Training	<b>Entry Text:</b> Driver Training and First Responder Skills		
<b>Start Time:</b> 1/19/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00	4
<b>Log Type:</b> Training	<b>Entry Text:</b> Ice Rescue Training		
<b>Start Time:</b> 1/13/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00	4
<b>Log Type:</b> Training	<b>Entry Text:</b> Incident Management System / ICS		
<b>Start Time:</b> 1/4/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00	4
<b>Log Type:</b> Training	<b>Entry Text:</b> Recruit Training		
<b>Total Hours and Points:</b>		<b>16:00</b>	<b>0</b>
			<b>16</b>

**Westhues, Cody**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/25/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Driver Training and First Responder Skills			
<b>Start Time:</b> 1/19/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Ice Rescue Training			
<b>Start Time:</b> 1/19/2022 8:00:00 AM	<b>Activity:</b> On Duty	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> Health & Wellness Training			
<b>Start Time:</b> 1/4/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Recruit Training			
<b>Total Hours and Points:</b>		<b>13:00</b>	<b>0</b>	<b>13</b>

**Wisdom, Zachary**

		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/26/2022 1:00:00 PM	<b>Activity:</b>	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> 4 Hrs. In house Training . ICS			
<b>Start Time:</b> 1/20/2022 1:00:00 PM	<b>Activity:</b>	04:00		4

<b>Log Type:</b> Training	<b>Entry Text:</b> EMS training Truck and tools.		
<b>Start Time:</b> 1/11/2022 1:00:00 PM	<b>Activity:</b>	04:00	4
<b>Log Type:</b> Training	<b>Entry Text:</b> 4 hrs. Ice Rescue Practical		
<b>Start Time:</b> 1/11/2022 8:00:00 AM	<b>Activity:</b>	01:00	1
<b>Log Type:</b> Training	<b>Entry Text:</b> 1 hr physical training		
<b>Start Time:</b> 1/5/2022 1:00:00 PM	<b>Activity:</b>	04:00	4
<b>Log Type:</b> Training	<b>Entry Text:</b> Ice Rescue classroom		
<b>Start Time:</b> 1/5/2022 8:00:00 AM	<b>Activity:</b>		1
<b>Log Type:</b> Training	<b>Entry Text:</b> 1 hr. physical trainig.		
<b>Total Hours and Points:</b> 0-1771580		<b>0</b>	<b>18</b>

<b>Wolverton, Charles B</b>
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		<b>Time at Activity</b>	<b>Hours Paid</b>	<b>Points</b>
<b>Start Time:</b> 1/19/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Ice Rescue Training			
<b>Start Time:</b> 1/19/2022 8:00:00 AM	<b>Activity:</b> On Duty	01:00		1
<b>Log Type:</b> Training	<b>Entry Text:</b> Health & Wellness Training			
<b>Start Time:</b> 1/13/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Incident Management System / ICS			
<b>Start Time:</b> 1/5/2022 8:00:00 AM	<b>Activity:</b>			1
<b>Log Type:</b> Training	<b>Entry Text:</b> 1 hr. physical trainig.			
<b>Start Time:</b> 1/4/2022 1:00:00 PM	<b>Activity:</b> On Duty	04:00		4
<b>Log Type:</b> Training	<b>Entry Text:</b> Recruit Training			
<b>Total Hours and Points:</b> 0-1771581		<b>0</b>	<b>14</b>	

**Grand Total Hours and Points: 13 Days, 0 0 318**



# Monthly Report

## January 2022

#19.

		2022	2021
Parks	Thompson Campground	16	Daily(11) Monthly(5) 36
	Misc Thompson Campground	-	-
	Miscellaneous Park Fees	\$100.00	Dump Station(5) \$0.00
	Overnight Fishing Passes	-	-
	Paddleboat Rental	-	-
	Canoe Storage	-	-
	Archery Range	-	-
	Overlook & Plaza	1	Internal: Holiday Closure(1 for New Year Holiday) 1
	Midway	2	Internal: Holiday Closure(1 for New Year Holiday) Solar Pavilion Work(1 res. 16 days) 1
	Agricultural Barns	2	Internal: Holiday Closure(1 for New Year Holiday) Solar Pavilion Work(1 res. 16 days) 1
	Equestrian Area/ Rodeo Ground	1	Internal: Holiday Closure(1 for New Year Holiday) 1
	James Youth Center	6	Private Rental(1) Fair Board Meeting(1) Birthday Party(1) Family Christmas(2) Internal: Holiday Closure(1 for New Year Holiday) 7
	Lodge	2	Wedding Reception(1 res. 2 days) Internal: Holiday Closure(1 for New Year Holiday) 5
	Lion's Beuth Park	1	Internal: Holiday Closure(1 for New Year Holiday) 1
	Fox Park (entire)	1	Internal: Holiday Closure(1 for New Year Holiday) 1
	Tannehill Park	1	Internal: Holiday Closure(1 for New Year Holiday) 2
	Depot Park	2	Internal: Downtown Christmas Display/City Holiday(City Holiday-1 for New Year Holiday & Christmas display for 30 days) 2
	Rothwell Park 5K / Complex 5K	1	Internal: Holiday Closure(1 for New Year Holiday at both locations) 0
		2022	2021
s/Courts	Red 1	1	Internal: Holiday Closure(1 for New Year Holiday) 1
	Red 2	1	Internal: Holiday Closure(1 for New Year Holiday) 1
	Blue 1	1	Internal: Holiday Closure(1 for New Year Holiday) 1
	Blue 2	1	Internal: Holiday Closure(1 for New Year Holiday) 1
	Blue 3	1	Internal: Holiday Closure(1 for New Year Holiday) 1
	Green 1	1	Internal: Holiday Closure(1 for New Year Holiday) 1
	Green 2	1	Internal: Holiday Closure(1 for New Year Holiday) 1
	Green 3	1	Internal: Holiday Closure(1 for New Year Holiday) 1
	Green 4	1	Internal: Holiday Closure(1 for New Year Holiday) 1
	Green 5	1	Internal: Holiday Closure(1 for New Year Holiday) 1



## Fields

Green 6	1	Internal: Holiday Closure(1 for New Year Holiday)	1
Groeber	1	Internal: Holiday Closure(1 for New Year Holiday)	2
Meinert	1	Internal: Holiday Closure(1 for New Year Holiday)	2
Patrick	1	Internal: Holiday Closure(1 for New Year Holiday)	2
Fox Field	1	Internal: Holiday Closure(1 for New Year Holiday)	2
Fox Park Pickleball/ Tennis Courts	1	Internal: Holiday Closure(1 for New Year Holiday)	1
Batting Cages	1	Internal: Holiday Closure(1 for New Year Holiday)	1
Shelter 1 Tennis Courts	1	Internal: Holiday Closure(1 for New Year Holiday)	1
Wilhite Tennis Courts	1	Internal: Holiday Closure(1 for New Year Holiday)	1

2022

2021

## Shelters

Shelter 1	1	Internal: Holiday Closure(1 for New Year Holiday)	1
Shelter 3	1	Internal: Holiday Closure(1 for New Year Holiday)	1
Shelter 5	1	Internal: Holiday Closure(1 for New Year Holiday)	1
Fox Park Shelter	1	Internal: Holiday Closure(1 for New Year Holiday)	1
Klein Shelter	1	Internal: Holiday Closure(1 for New Year Holiday)	1
Lake Pavilion	1	Internal: Holiday Closure(1 for New Year Holiday)	1
Riley Pavilion	3	Internal: Holiday Closure(1 for New Year Holiday)Christmas Lights in the Park(1 res. 14 days) Solar Pavilion Work(1 res. 16 days)	3
Meditation Garden and Legacy Overlook	1	Internal: Holiday Closure(1 for New Year Holiday)	1
Depot Park Shelter	2	Internal: Holiday Closure(1 res. for 2 days for Christmas Holiday & 1 for New Year Holiday)	0

2022

2021

## Auditorium

Entire Facility	3	Cairo School Conference(1) Internal: Holiday Closure(1 for New Year Holiday) Block for floor work(1)	3
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2022

2021

## Aquatic Center

Entire Facility	1	Internal: Holiday Closure(1 for New Year Holiday)	0
Sunshade Area	1	Internal: Holiday Closure(1 for New Year Holiday)	0

2022

2021

## Recreation

**Director – Troy Bock**

- Irvinbilt has removed two trees in the splash pad area and have their construction trailer on site, setting the table for the project.
- We are coordinating with ESP and L&J to clean up the old electrical and better provide electrical to all the amenities in the area, cleaning up the area which used to have multiple meters and layers of old electrical. We will likely have a proposal coming to Park Board and Council to provide for this seamlessly with other projects.
  - A change order from ESP will provide for an upgrade to 400-amp service at the solar pavilion as well as conduit from the SW corner to NE corner of the pavilion to be installed in the slab. This will provide for all the future capacity for the pavilion and the future year-round restroom at the NE corner (the replacement in the 10-year plan for the Optimist restroom). They will also have a change order for adding gutters to the facility as it will be cheaper to do up front.
  - The remainder of the electrical addition will be an upgraded transformer to the west of the Riley Pavilion. The Lodge will then be tied into this, the Riley Pavilion will be served from this underground (eliminating the current overhead service and poles from west of the road), exterior lighting on the Riley and Swift pavilions, and lighting/receptacles within the Swift pavilion.
- There will be a change order coming after Water's Edge negotiates it down with the contractor. This will expand the footprint of the pumphouse from 16x16 to 18x18 to better handle the equipment from installation to maintenance. They have had to change some configurations and equipment within to comparable equipment and the spacing is too tight. There are also changes regarding the water and electrical service – the latter of which will go underground, eliminating a pole, and tie in the gazebo and light pole to the new centralized electrical at the pumphouse. This will better serve us and the public in the years ahead and it is expected to be under \$25,000 additional.
- We plan to meet with MACC once they have initial drafts of bid specifications for their projects. Once the bid specifications are mutually agreed to per the agreement, we will then bid these items out.
- The LWCF application is complete, and I plan to submit it to DNR the second week of February.
- The open flume slide needs recoated as the last coating failed. We plan to proceed with SafeSlides and get on their schedule for spring to have it done prior to season. If weather prevents that, we will have to move it to fall, but it really needs addressed prior to the pool season if we can. SafeSlides did our yellow slide a few years ago and did a great job. They were the low bid and came with good recommendations from a range of entities from cities to large water parks like the Landing/Mark Twain, Big Surf, and Great Wolf Lodge.
- Met with city staff and L&J to work out a narrowed scope, revising their lowest bid proposal to better fit our budget while still delivering the public benefit intended. Work should be done over the summer and fall.
- Attended a meeting of tourism-related entities. The hope is to meet every other month, so we are all coordinating and on the same page from events to marketing. It was a positive meeting and I look forward to those in the future.
- Gave presentations to the Optimist Club and Rotary in the first days of February. In the coming days, staff and I will present at Kiwanis and the Chamber Coffee Chat about our 2022 season.
- Worked with Friends of the Park and Leslie to renew their insurance for the upcoming season as they had some initial barriers, bidding it out with three entities. They are now signed up and ready for the upcoming year.

- Sent out a request for bids for demolition of 3330 Hwy JJ which was acquired last fall at the NE corner of the golf course. Pending asbestos testing results, we hope to get the lot cleaned up this spring.
- Solicited bids for mowing for the few areas we contract out. The bids overall came in lower than we have seen in several years.
- Began work on the 2022-2023 budget.

#### **Administration – Leslie Keeney**

- Processed bills and timesheets for the department.
- Began updating department forms for 2022.
- Made updates to the City's website with various department forms.
- Continued working with Schindler on elevator issue, believe we have found the source of the problem, Schindler is waiting for part to be delivered so elevator can be repaired.
- Sent out approved Facility Contracts for 2022.
- Oversaw day to day operations of Parks and Recreation Office.

#### **Dirk Miller – Park Superintendent**

- Made repairs to the Soffit at Candy Cane Shelter where parts had been pulled down.
- Picked up "Wind Art" from Eldon, MO. This will be a memorial for Tamara Shepherd to be placed in Meditation Garden area.
- Reviewed and purchased Boulders for "Sea Wall" which will go from boat storage rack to paddle boat dock on Rothwell Lake. Trevor Hill will be doing the work. Need to acquire drainage items to instill underneath seawall and additional rock for base.
- Hauser Electric took 3 pump motors from the pool to be reconditioned.
- Reviewed Splash Pad and Solar Pavilion designs and specifications, made recommendations.
- Solicited bids for new aluminum picnic benches for Depot Park.
- Contacted Tiger Security to see when they'll be out to install new cameras at Depot.

#### **Jacob Buntin – Athletic Complex Supervisor/Sports Manager**

##### **Athletic Complex:**

- Finished and repaired MML pitching mounds. The mounds to order new would be around \$6,500 total.
- Bids for Field Red 2 renovation were sent to MMI and potential bidders.
- Bids for VFD Pump Station upgrade were sent to MMI and potential bidders.

##### **Sports**

- Registration for all 2022 summer sport leagues started January 1st.

#### **Amanda White/Jenna Kitchen – Recreation**

##### **Concessions:**

- Seeking concession cart improvements.

##### **Events/Marketing**

- Father Daughter Dance went great. Received lots of compliments and tickets sold out a week before the dance.
- Beginning to plan the Mother Daughter Tea in May, along with Easter Egg Hunt Hop through the Park details.
- Jenna and I completed a training with Shirley on our new CivicReady Alerts system.

##### **Aquatics:**

- Working on personnel for seasonal employment.

### **Director's Summary**

Staff welcomed two new hires in January and is working diligently at filling other vacant positions during this trying labor market. Work is proceeding on numerous projects, most of which are at some point in the design or data gathering phase. Staff have completed and are in the process of submitting various annual reports to Missouri DNR and other regulatory agencies.

**Energy Solutions Professionals Project:** There are approximately 10 meters left to be located for project completion.

**Caselle Software:** The configuration of the software is progressing; The implementation team from Caselle is mapping the data so it fits with the Caselle program. Staff expects to receive training and practice with the new system by the end of the 1<sup>st</sup> quarter or early 2<sup>nd</sup> quarter of 2022. Moberly's current billing software was not functioning once during January, impacting staff's ability to perform normal billing tasks. Each time, normal operation was restored with the help of the vendor, Moberly personnel and Fusion staff.

### **Project Tracking**

- **Route JJ Sewer Extension:** Pump selection complete, working on pump station site and electrical drawings. Reviewing easements and sending those to the City as we get them. Environmental meeting held January 20 with 4 citizens present. 90% plans received by Moberly staff for review.
- **WTP Clarifier Rehab:** Design activities underway.
- **WTP Tracer Study:** Planning meeting to be held in February 2022.
- **Industrial Pretreatment Program Update:** Sampling and data collection proceeding. Submittal to DNR for review and approval anticipated in 2022. To go through public comment requirement in 1<sup>st</sup> quarter of 2022.
- **Stormwater Management Plan Update:** Stakeholder meetings to be held in January and February 2022.
- **WWTP Land Application Site improvements:** Project expected to begin in February.
- **Sparks Avenue Sewer:** Pump station design nearing completion.
- **Northwest Regional Lift Station:** Project not started.
- **Sugar Creek Lake Dam Grout Project:** Grouting work is now complete. Work remaining includes clean-up oversight, as-built drawings, and post-construction report. As built plans to be provided to Moberly in February.
- **WWTP Digester Liner Replacement:** Design and specifications activities begun.
- **Tannehill Apartments Water Line Replacement:** 90% plans to Moberly staff for review. Review completed. Next step is to send to DNR for construction permit.

**EDA Infrastructure Grant Projects:** Project update meetings are held bi-weekly with Jacobs Engineering to track progress and make sure items are addressed in a timely manner. The stormwater project for the Industrial Park is a Howe Company project. The six (6) projects include and the status of each is:

- **Morley St. Pump Station Retrofit** – Finishing up 90% plans for the pump station site, including the Pump Mate system and electrical drawings. 90% plans to City for Review by February 7. 100% design completion expected by March 15.
- **North Morley Water Main Loop** – Plans and specification are complete and sent to EDA for approval. DNR construction permit has been received. Will be ready for bid process once EDA approval is received. Execution of easements remains.
- **Sturgeon and Rollins Water Main Replacement** – Wrapping up 90% drawings. This will be the next one sent to EDA for review. Moberly staff review completed. 100% design expected to be completed by February 15.
- **Downtown Sewer Rehab** – CCTV RFP was approved by EDA, RFP sent to two contractors. One proposal received. Working with lone contractor to finalize plan for inspection work.

- **Downtown CSO Storage Facility** – 100% Plans to City for review and Moberly staff review completed. Revision may be necessary due to construction cost inflation.
- **Industrial Park Stormwater** – Corps of Engineer approval complete. Brush and tree clearing to be completed prior to April 1.

**Utility Dept. Staffing:** The Department was not fully staffed this month.

#### **Dept. Summary:**

Drinking Water produced:	34.273 MG (1.106 MG/Day)
Drinking Water billed:	21.745 MG (0.701 MG/Day)
Wastewater Treated:	40.911 MG (1.320 MG/Day)
Wastewater Billed:	20.510 MG (0.662 MG/Day)
Wastewater from Combined Sewer Overflows:	0.00 MG
Total precipitation for January	1.14 inches

Water loss attributed to repaired leaks was 1,243,490 gallons.

#### **Water Office**

- 82 Landlord letters
- 0 Deposit letters
- 38 Emails to 13 Landlords
- 75 Final work orders
- 72 New service signups
- 10 Misc. work orders

#### **Distribution and Collection Department and Customer Service**

- Repaired 8 water leaks.
- Replaced 2 valves.
- Poured 0 yards of concrete due to weather.
- Completed 116 Missouri One Call tickets for locating water and sewer lines.
- Staff investigated 8 sewer calls.
- 85 staff OT hours.
- Inspected 2,400 feet of sewer line.
- Jetted over 12,000 feet of sewer line.

#### **Wastewater Treatment Facility**

- Transferred 1,795,785 gallons of sludge for the SBR's to the digesters.
- There were no biosolids land applied for the month.
- 1.14 inches of precipitation that fell over a 5-day period.
- No discharge from Taylor CSO (outfall 002).
- No discharge from Rollins CSO (outfall 003).
- No discharge from Seven Bridges CSO (outfall 004).
- No discharge from Holman Rd CSO (outfall 005).
- Operators attended training at the DNR Northeast Regional Office in Macon. The topics were plant troubleshooting and biosolids. This is part of required continuing education to maintain their operator's licenses.



- Vandevanter Engineering was here to do yearly contracted pump system maintenance. They took a KSB pump from Northeast Pump Station and one of the influent pumps from the WWTP for inspection and repairs.
- Bellows had to be replaced on the Bioxide pumps at Morley St. Pump Station and Northeast Pump Station.
- MoDNR performed an inspection of the Heritage Hills Golf Course lagoon treatment system.
- Staff met with Natural Crush staff for a site evaluation. At the time of visit, no significant need for pretreatment was noticed.
- Hydro-Kinetics installed a new soft start for pump 2 at McKinsey Pumpstation.
- Nemo Electric performed a service inspection on the heaters in the UV building. The north heater had a bad fan and the heater to the south had a bad thermostat. Repair parts have been ordered.

## Water Plant

- Manually washed filter #2, took multiple attempts to open Backwash Supply Valve.
- Completed monthly Disinfection and Turbidity report and mailed to the State.
- Spoke with Danny Flynn about looking at Recovery Pump #1.
- Performed monthly maintenance on the Total Chlorine Analyzer.
- Annual fire extinguisher inspections performed.

## Water Quality Coordinator

### Household Hazardous Waste

- Accepted 1355.65 lbs hazardous waste into the Household Hazardous Waste Facility
- Stabilized and disposed of 222.55 lbs non-reusable materials
- Distributed 277.65 lbs of recycled material to Moberly residents for reuse
- Managed Open Household Hazardous Waste Day on January 8th
- Cleaned and organized Household Hazardous Waste Facility
- Received and paid invoice to Midwest Recycling Center
- Picked up pallets to hold large buckets of non-reusable paint

### Public Education and Involvement

- Made appointments with Moberly residents at Household Hazardous Waste Facility
- Advertise HHW facility and stormwater complaint forms on social media
- Met with High School Adventure Club to plan dates for spring semester
- Called homeowners to get permission to plant trees behind Quail Haven
- Began scheduling City Trash Cleanup for March 31st

### Illicit Discharge Detection and Elimination

- Finished Storm Sewer Survey: map updated on GIS
- Started planning SW Development Area survey
- Followed up on stormwater complaints at Ault and S Morley
- Called property owners to request access for surveyors
- Did field inspection of YMCA basin and Dameron Street site

### Construction Stormwater Runoff Control

- Performed 38 regular construction inspections
- Performed Land Disturbance Inspections for all Land Disturbance sites (see attached chart)
- Meet with city employees and engineers to review Moberly High School stormwater plans
- Issued Land Disturbance Permit for pavilion on Rothwell Park

### Post-Construction Stormwater Controls

- Cleaned trash out of city hall rain gardens
- Met with architect to discuss stormwater management alternatives to detention
- Met with Barr and community development to discuss potential future detention basins
- Contacted owner of YMCA detention basin
- Collected information on stormwater systems for the High school athletic field

### Municipal Good Housekeeping

- Finished updating Fire Department Stormwater SOPs
- Contacted Police and Animal Shelter about Stormwater SOPs
- Began assembling MSDS binder for HHW facility

### Finances, Certifications and Education

- Worked on budget request for upcoming fiscal year
- Met with Barr to discuss grant applications
- Attended webinar on recreational water quality standards
- Joined APWA
- Researched legal exemptions to land disturbance requirements

### Regulations & Permit Certification

- Hosted and recorded Public Hearing of upcoming changes to SWMP
- Sent out updates of changes to SWMP to Stormwater Committee
- Collected information on stormwater activity from city departments
- Worked on annual report to DNR
- Registered for webinar with DNR MS4 team about submitting via EDMR

### Land Disturbance Inspections Performed

Site	Contractor	Status
Hils Pharmacy	Tony Stuart	No Violations
Cobblestone Creek	Tony Stuart	No Violations
Ellis Place	Tony Stuart	No violations
Southridge Lots 34,35, & 39	None, Don Mutter holds permit	No Violations
MACC	JT Holman	No violations, Permit closed
Airport	Emery Sapp & Sons	Erosion in overflow ditch
Plumrose	Emery Sapp & Sons	Erosion near detention basin
Lantern Pointe	Larry Schnell	Sediment socks not covering drain



## **MAEDC Economic Development Report**

### **January 16, 2022 – February 12, 2022**

#### **Goals from Last Month**

- (Complete) Complete and distribute the handwritten notes for businesses.
- (Partial Completion, due to change in strategy) Publish the Moberly Depot District PPI application and process updates.
- (In progress) Plan investor meetings for downtown hotel
- (Complete) Create content for lead generation campaign
- (Complete) Conduct public hearing for Project Medical
- (Complete) Distribute IFA to Project Robot

#### **Business Growth**

- Responded to Project Protein's request regarding tax abatement opportunities.
- Provided rent buy down, window restoration, and private property improvement grant information to multiple Moberly Depot District business owners/renters.
- Reviewed a potential business opportunity to be considered within the MAEDC region.
- Conference call with Swift Prepared Foods to discuss outstanding needed items for transference of property.
- Met with local business about expansion of their retail operations to a larger storefront.
- Negotiated development agreement for downtown entertainment opportunity with City of Moberly.
- Several discussions with Project Robot. Finalized and executed IFA between MAEDC and the Company. Received full funding of the IFA and began drafting documents for the project. Several conversations with CVR about changes to our internal processes.
- Reengaged with a former prospect about a hospitality concept in downtown.
- Worked on an RFI for Project Chrome in Howard County but was later determined that our site would not meet their needs. Held discussions with a local business that could have potentially been a supplier.

#### **Business & Community Partnership**

- Spoke with Historic Consultant for City of Moberly's Historic District. Shared experiences and ideas with them about local attitudes about historic district.
- Attended a standing meeting with Howard County Economic Development Council leaders Amber Overfelt and J.B. Waggoner.
- Hosted Retail Strategies for a meet and greet with the MAEDC Board of Directors as well as a luncheon with Moberly City Council. Discussed the

progress and process they undertake on our behalf. Took them on a walking tour of the Depot District.

- Provided thoughts to the Howard County Commission regarding website development companies.
- Facilitated update via assistance from the Moberly Chamber to the Moberly Depot District website to include the Historic Preservation Commission Design Guidelines.
- Provided four local non-profit businesses a link to a \$500 Invenergy grant opportunity.
- Finalized work on the Moberly Depot District PPI application revisions and process updates.

## **Regional Engagement**

- Michael gave a presentation to the Moberly Kiwanis Club about local efforts in economic development.
- Met with Jonathan Mack of the University of Missouri to discuss their program offerings for local employers.
- Attended NMDP meeting in Macon
- Joined the NEMO Manufacturing Roundtable Zoom call regarding Hiring Faster.
- Attended the Missouri Department of Economic Development North Region Economy at a Glance presentation. DED has a new labor analytics team which was demoing their work products thus far.
- Participated in a webinar hosted by Representative Louis Riggs for NMDP to discuss broadband development in NE Missouri.

## **Internal Development and Marketing**

- Met with Les Tuttle of Alpha Media to discuss targeted recruitment campaign for Downtown Development.
- Participated in 30-minute live segment on KWIX/KRES about local activities of MAEDC.
- Executed engagement letters for 2022 accounting services with Grimshaw and Associates.
- Several conversations with Grimshaw and Associates about winding up the Moberly Investment Group.
- Updated insurance census information for Anthem.
- Fielded several questions from the auditors working on MAEDC's 2021 review.
- Joined Zoom call with Randal Weidenaar, Notion Front, to discuss '22 marketing plans.
- Traveled with Randal Weidenaar to Fayette to obtain pictures and video of the CMU project demolition progress.
- Reviewed MAEDC's February social media business articles.
- Completed and distributed 200 handwritten notes for business and community leaders in Howard and Randolph County.



- Reviewed MAEDC website for needed updates and revisions.

**Goals for Next Month**

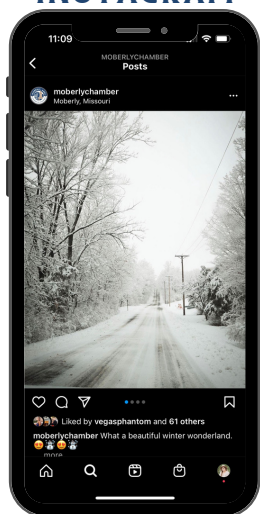
- Meet with DSV leaders for company update.
- Meet with Orscheln leaders for Orscheln Products update.
- Work toward finalization of MAEDC website updates.
- Host a Zoom call with a Glasgow manufacturing company to discuss future operational plans.
- Participate on the NEMO Manufacturing Roundtable Zoom call.
- Meet with the City of Glasgow's new city administrator.

# FEBRUARY REPORT 2022

## SOCIAL MEDIA STATS

### TOP POSTS THIS MONTH

#### INSTAGRAM



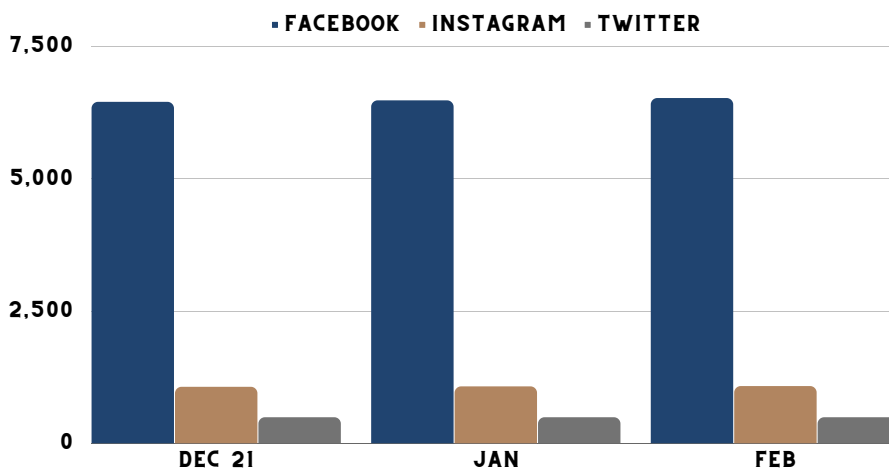
MOBERLY SNOW PICTURES

#### FACEBOOK

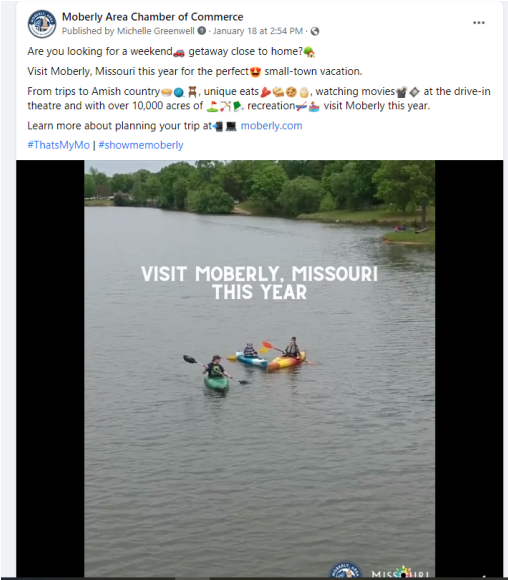


ENGAGEMENT GRAPHIC  
REACHED ABOUT 8,000 PEOPLE

### LIKES/FOLLOWS



MEDIA	2019	2020	2021	2022	
DIGITAL	\$10,644.12	\$8,530.54	\$8,449.00	\$400.00	
SHOW ME STRONG DIGITAL	0	\$2,989.99			
PRINT	\$800.00	\$1,200.00	\$1,200.00	\$750.00	
RADIO	0	\$4,998.00			
SEM	\$1,332.93	\$3,465.62	\$3309.03		
BILLBOARD	0	\$2,000.00	0		
TV			\$7,224.00		
TOTAL:	\$12,777.05	\$23,184.15	\$12,958.09		



VISIT MOBERLY VIDEO AD  
SHOWCASING THE DESTINATION

Medium	Date Ad Ran	Reach	Likes	Comments	Shares	Amount Spent
Facebook/Instagram	Jan 22-Feb 12	44,297	118	6	25	\$400

VISIT MOBERLY SPRING 1/2 PAGE AD

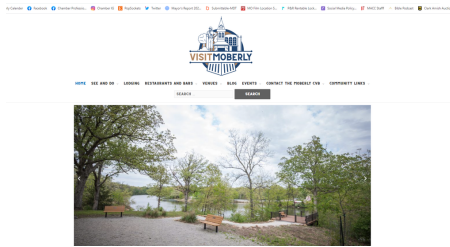
Medium	Date Ad Ran	Circulation	Amount Spent
Show Me Missouri	Spring Issue	24,000	\$750



# OWNED COMMUNICATION ASSETS

#19.

- Updated tourism website to reflect business closures/additions & updated Gus Macker/Junk Junktion page
- Updated the events calendar
- Created graphics and social media posts
- Chamber/Tourism Powerpoint



# ADDITIONAL ITEMS



- Attended the Gus Macker national conference in Michigan from February 10-12
  - We received a Gussy Award for Best Community Festival
- Had meetings with Safe Passage on wine stroll, Knuckled Up Promotions, R100 Archery Group, attended 4th Street Board Meeting
- Promoted tourism commission application & guidelines
- Scheduled meetings to talk to civic clubs about the work Chamber/Tourism does for the Community
- Talked with MO Capitals about their regional conference

# PLANNED ACTIVITES

- Continuing working on Junk Junktion, Gus Macker events
- Spring additional ads for MDT
- Assisting with planning a group tour from Kansas is interested in coming to Moberly

# MONTHLY BILLING

ITEM # DESCRIPTION	JAN	FEB
102.000.521: ADVERTISING	\$1517	\$1517
102.000.540: CONTRACT LABOR	\$5,000	\$5,000
102.000.541: ADMINISTRATIVE FEES	\$583	\$583
TOTAL:	\$7,100	\$7,100

# City of Moberly

## City Council Agenda Summary

Agenda Number: #20.

Department: Administration

Date: February 22, 2022

**Agenda Item:** Appointment to the Historic Preservation Commission

**Summary:** Due to the resignation of Adam Flock on the Historic Preservation Commission. This Historic Preservation Commission is in need to fill the open board commission position for Architect. The board has received application from Jimmy O'Loughlin to fill this position. The commission is asking the City Council to accept this request and appoint this individual to the board.

**Recommended**

**Action:** Appoint one individual to this board.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** \$0

**ATTACHMENTS:**

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

**Roll Call**

**Aye**   **Nay**

**Mayor**

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

**Council Member**

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

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

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

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

Passed      Failed



Mr. J.W. Ballinger

Historic Preservation Commission

Moberly, MO 65270

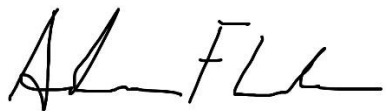
Dear JW,

I regret to inform you that I will be resigning from the Moberly Historic Preservation Commission. I have accepted a job at TreanorHL, an architecture firm with a historic preservation studio located in Kansas City. This is the right opportunity for my family and I at this time, and I look forward to the challenges I face ahead. I have enjoyed my role with the HPC and am happy to have contributed to the efforts of the board and the downtown district.

I wanted to personally thank you and the rest of the board for all of your hard work and dedication toward preserving historic downtown Moberly. There is still much work to be done to uncover the full potential of my beloved hometown's historic downtown district, yet I remain highly optimistic about its future. It has been a pleasure working with the board and many of the city officials. I hope to remain active in promoting and advocating for downtown Moberly in the future.

I wish you all continued success in the future and a Merry Christmas!

Best Regards,

A handwritten signature in black ink, appearing to read 'Adam Flock', with a stylized, cursive script.

Adam Flock

## Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: HISTORIC PRESERVATION Date: 1-14-22

Your Name: JIMMY O'LOUGHLIN Street Address: 400 OAK TERRACE

Phone number(s): (evening) 660-353-9562 (day) \_\_\_\_\_

Email: jimmy@budingen-group.com

Do you live within the corporate limits of City of Moberly? ☒ Yes / No

How long have you been a resident of City of Moberly? \_\_\_\_\_

Occupation: ARCHITECT Employer: SELF-EMPLOYED

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

LICENSED ARCHITECT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What particular contributions do you feel you can make to this board or commission?

EXPERTISE IN ARCHITECTURE

\_\_\_\_\_

\_\_\_\_\_

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. RONN PHILLIPS Phone: 573-673-2056
2. CHRIS PARKER Phone: 660-651-1514
3. ED HAYNES Phone: 660-651-2910

  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270