

A G E N D A
WORK SESSION MEETING
City of Moberly
July 06, 2021
6:00 PM

Requests, Ordinances, and Miscellaneous

1. Discussion Of Moberly, Missouri Market Survey Update From Austin Peters Group Inc.
2. Review Of Pro Champ Vacant And Foreclosure Registration.
3. Presentation And Review Of Moberly Downtown Hotel Feasibility Study.
4. Receipt Of Bids For A New Street Sweeper For The Public Works Department.
5. An Ordinance Establishing Procedure To Disclose Potential Conflicts Of Interest And Substantial Interest For Certain Municipal Officials.
6. A Request From Building Communities For Better Health For Signs Along The 3-Mile Wellness Walk.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #1.

Department: Administration

Date: July 6, 2021

Agenda Item: Discussion Of Moberly, Missouri Market Survey Update From Austin Peters Group Inc.

Summary: Like many employers, the inflationary factors of employee wages continue to be a focal point. From a increase in minimum wage, to the increase cost for benefits the city continues to look at market analysis in determining the pay scale for employees. With upcoming minimum wage increases statewide, the city will need to be prepared for the increased costs in labor.. The Austin Peters Group, Inc. has conducted all city salary studies since 2017. This review will give a full review of the pay scale, positions, current pay of the city and compare to other cities. It will also give a recommendation on if the city should or should not increase those positions compared to the market. A city-wide study has not been completed since 2017. This agreement engages Austin-Peters to conduct this survey and make a recommendation on funding the results. With a very busy workload. Austin Peters plans to start this survey in September and finish up before the end of the year, so the information will be ready for potential implementation in the 2022-2023 Fiscal Year.

Recommended

Action: Direct staff to bring to the July 19th for approval of proposal

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input 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



**Proposal for Services
Market Study Update
June 1, 2021**



Elizabeth Tatarko, Vice President
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Fort Collins, Colorado 80526
etatarko@austinpeters.com
970-266-8724
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Brian Crane
City Manager
City of Moberly, Missouri
101 W. Reed Street
Moberly, MO 65270

Dear Brian

Enclosed, please find a proposal for a market survey update for compensation planning purposes for the City of Moberly. We would propose using the same benchmark positions and the same peer communities as the prior studies (2017 original study and 2019 selected positions market survey).

We have an extensive background working with city and county government, elected officials, and public-sector employees on these types of projects. Our depth of experience with other cities and counties of similar size including completing the City's previous comprehensive study is a plus in this proposal. This proposal is valid for 90 days. We look forward to talking with you to discuss your needs.

Sincerely,

Elizabeth (Beth) Tatarko
4809 Prairie Vista Drive
Fort Collins, CO 80526
Ph (970) 266-8724
etatarko@austinpeters.com

Firm Name, Location, and Background

Kansas Office:

The Austin Peters Group, Inc.
P.O. Box 27196
Overland Park, Kansas 66225

Colorado Office:

The Austin Peters Group, Inc.
4809 Prairie Vista Drive
Fort Collins, Colorado 80526

www.austinpeters.com

The Austin Peters Group, Inc. (APG) is a corporation established in 1998. The company is incorporated in the state of Kansas. It is a privately owned, certified Women Business Enterprise (WBE). APG is co-owned by Rebecca Crowder, President, and Elizabeth Tatarko, Vice-President. Rebecca Crowder will be the primary contact for the project. A small company based in Overland Park, Kansas, The Austin Peters Group combines the experience and energy to provide high-quality, tailored products that meet the demands of our customers. The firm prides itself in being highly responsive to its client needs.

The Austin Peters Group has completed projects similar to this for over a 140 local governments. We have been assisting local governments since 1998.

Project Team and Qualifications

Project Manager and Team

Project Team and Qualifications

The following is an overview of our project team, which includes qualifications, education, professional registrations, and areas and years of service in the respective field.

Rebecca Crowder, Masters in Public Administration, SPHR—President

The founder and President of The Austin Peters Group, Inc., Rebecca has more than 25 years of local government management experience. Rebecca has provided management assistance to over 200 local government clients on a variety of management issues. She has researched and authored more than 200 studies. Past positions – Human Resource/Administrative Services Director—Merriam, Kansas; Management Consultant – University of Tennessee Municipal Technical Advisory Service; Management

Assistant – Janesville, Wisconsin; Budget Analyst – Johnson County, Kansas. Rebecca's extensive local government experience has touched all local service areas, including: police, fire, public works, engineering, water, wastewater, building inspection, planning, solid waste, library, mental retardation services, administration, county-elected officials, courts and juvenile justice, and more. She holds a Bachelor of Arts in Political Science from Kansas State University and a Master of Public Administration from the University of Missouri at Columbia. Former National Society for Human Resource Certification instructor for four years at Washburn University, she taught the compensation and classification certification (among others). Rebecca has led all projects listed in experience statement. Professional Memberships and Certifications: ICMA, SHRM, DDI Trainer, Zenger Miller Trainer.

Elizabeth Tatarko, Masters in Urban Planning—Vice President

Elizabeth has served local and state government – as well as non-profit organizations – for more than 25 years. Prior to joining The Austin Peters Group, she was the Assistant Director of the Kansas Center for Rural Initiatives at Kansas State University. Elizabeth has provided technical assistance to more than 200 local, regional, and state organizations. Elizabeth has co-authored nearly all of the studies undertaken by The Austin Peters Group, Inc. for local government and worked directly with nearly all of Austin Peters Group, Inc. 120 local government clients, and worked with more than 20 communities in citizen attitude survey research, focus group research, and individual interviews. She holds a Bachelor of Science in Political Science and a Master of Science in Regional and Community Planning from Kansas State University. Elizabeth was the Project Manager for Johnson County's Performance Evaluation program involving more than 4,000 employees. She also served as co-project manager for the Ford County Organizational Assessment. Professional Memberships and Certifications: APA, Myers Briggs Type Indicator, DDI Trainer, Center for Creative Leadership graduate, and Focus Group Facilitator at University of Minnesota.

Jay Crowder, Masters in Human Development, SPHR—Senior Consultant

Jay has held leadership and professional positions in two Fortune 250 companies and in County government. His 25 years of experience are in the areas of – Affirmative action; Fair employment practices (ADA, FMLA, Title VII); Human resource planning; Recruitment; Compensation; Performance management; 360-degree evaluation process; Employee relations; Training and development; Employee relocation; Union avoidance; Worker's compensation; and Immigration. Jay holds a Bachelor's Degree in Human Development from the University of Kansas and a Master's Degree in Human Resource Development from Vanderbilt University. Training and experience include specific studies, as well as the former Classification and Compensation Analyst for Johnson County, Kansas (current employees total over 4,000). Professional memberships and certifications include ICMA and SHRM.

Michelle Schamberger, Masters in English—Consultant

Michelle has more than 15 years of experience in writing. She is experienced in E-business research, writing, and website development. Michelle has been an instructional designer and technical writer for training, specializing in use of multimedia. Michelle has a Bachelor of Arts in English, a Master of Arts in English, and a Proficiency Certificate in French Studies. Michelle has been with The Austin Peters Group, Inc. for 14 years and prior to that was an Educational Consultant for Sprint Corporation. She has served as an Adjunct Instructor, Colorado Mountain College, University of Missouri Kansas City, Penn Valley Community College, and Johnson County Community College.

Description of Firm's Experience

Partial List of Clients

Below is a partial list of clients, and more specific information is available upon request. Private sector clients are not listed.

City of Arnold, Missouri

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. A review of performance management and appraisal was provided for leadership guidance. This project was completed for all employees.

City of Cuba, Missouri

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was completed for all employees.

City of Festus, Missouri

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. A review of performance management and appraisal was provided for leadership guidance. This project was completed for all employees.

City of Jefferson City, Missouri

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was completed for over 400 employees.

City of Maryville, Missouri

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market.

City of Mexico, Missouri

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market.

City of Moberly, Missouri

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was completed for all employees.

City of Washington, Missouri

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. Performance management and evaluation was also part of the project. A salary and benefit survey was conducted for an external review of the market. This project was completed for all employees.

City of Warrensburg, Missouri

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was

accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was completed for all employees.

City of Mission, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of Bonner Springs, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of Hesston, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of Larned, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees. Our firm also completed a market update for the City.

City of Newton, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was

conducted for an external review of the market. This project was conducted with all full-time employees.

Johnson County, Kansas

System-wide implementation of performance evaluation system for more than 4,000 employees.

Routt County, Colorado

This project was an extensive market evaluation of all full-time and part-time positions. The classification and compensation study was accomplished in coordination with the market review and update for over 170 positions. The salary and benefit survey involved working with more than 20 participants to determine market recommendations for wages and benefits. All employees were interviewed as a part of the process, and the consultants worked hand-in-hand with administration and the governing body to implement recommendations.

City of Iowa City, Iowa

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions, along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of La Vista, Nebraska

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Flint Hills Services

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

City of La Vista, Nebraska

After the City adopted a pay study and had their strategic plan updated by the consulting team, the team developed low-cost solutions to their pay-for-performance system.

City of North Liberty, Iowa

After the City adopted a pay structure, the consulting team guided implementation of a pay-for-performance system that has customizable performance factors.

Flint Hills Services

After the organization adopted a pay structure, the consulting team guided implementation of a pay-for-performance system that has customizable performance factors.

Rice County

After the County adopted a pay structure, the consulting team guided implementation of a pay-for-performance system that has customizable performance factors.

Butler County, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Cheyenne County, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Douglas County, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was

accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees. A follow up project was completed for an organizational assessment for a department.

Geary County, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Harvey County, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Riley County, Kansas

This project was conducted with all full-time employees. A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. The classification and compensation study was accomplished in coordination with the job description revision. The salary and benefit survey was conducted for an external review of the market.

Pottawatomie County, Kansas

A revision of job descriptions was conducted for a more thorough review of Americans with Disabilities Act functions along with more accurate descriptions. A classification and compensation study was accomplished in coordination with the job description revision. A salary and benefit survey was conducted for an external review of the market. This project was conducted with all full-time employees.

Scope of Work

Market Survey Update

In 2017, the Austin Peters Group, Inc. provided a comprehensive compensation and classification study along with job description updates. In 2019 the study was updated for Fire and Police. The City of Moberly has asked to have new data regarding market changes for wages and benefits.

- The Austin Peters Group, Inc. would propose using the same benchmark positions as the previous study (with some adjustments for added and deleted job descriptions) and the same peer respondents with some minor adjustments.
- Positions will be evaluated in comparison to local economic market conditions for entry-level, professional, and management personnel. In order to accomplish the external market review of positions, ten or more comparable organizations (*e.g.* similar counties and cities) and a minimum of five major private and/or public sector market competitors will be surveyed as determined in agreement with the City.
- Respondents will receive a summary of the position being surveyed, and will be asked to score how closely the respondent's position matches the benchmark position in the survey. This assists the consultant with determination of content and duty comparisons. After surveys are received, the consultant often communicates with the respondents to confirm information and responses or review job descriptions. External data sources may be used in lieu of a full survey.
- The same positions from the 2017 study and the 2019 market survey update will be surveyed and used as benchmark positions for extrapolating data to groupings (or classes) of positions. Every effort will be made to have a minimum of eight responses for each position surveyed. Additional organization information will be collected in the market survey to include: insurance plans and descriptions, employer contributions for single, family, vacation and leave policies.
- Each department head will be interviewed to review their positions and changes since the prior study. We will also discuss market competitors with department heads.
- The final report will provide a table summary of the average of respondents for the market results and City of Moberly. Benefits data will be collected from each respondent, and that information will also be calculated into comparative data for health insurance and pension benefits, and other descriptive information will be summarized. The report will outline where the City currently stands in the market, and what steps would be necessary to lead, meet, or lag the market. Fire and Police pay ranges would be provided on a separate pay schedule. APG will also ask market participants for information on recent pay increases and future planned increases. APG will provide market data with and without Columbia as a respondent to provide alternatives for the governing body.

Fees

The rate for this project \$8,500. That fee does not include any travel or onsite visits with elected officials or staff.

Proposed Timeline

14 to 16 weeks depending on start date.



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 FORT COLLINS, CO OFFICE: 4809 Prairie Vista Drive, Fort Collins, CO 80526 Phone: (970) 266-8724
 Fax: (913) 851-7529
www.austinpeters.com

LETTER OF UNDERSTANDING

Market Study Update

June 1, 2021

This letter shall serve as a letter of understanding between the Moberly ("Moberly"), Missouri and The Austin Peters Group, Inc. of Overland Park, Kansas ("The Austin Peters Group, Inc."), governing the provision of professional human resource consulting for Moberly.

The Austin Peters Group, Inc. shall provide consulting services for a market study update as outlined in the proposal June 1, 2021. The timeframe for the project will be 14 to 16 weeks depending on start date. Both parties must agree to any changes in this agreement. This agreement's obligations and benefits shall apply to any successor companies.

Moberly agrees to compensate The Austin Peters Group, Inc. under the terms and conditions as provided herein. Payment for services is estimated to be \$7,500.

A deposit of 25% (twenty five percent) shall be required prior to the commencement of project. Three additional payments will be made by Moberly as invoiced by The Austin Peters Group, Inc. Payment is due upon Moberly receiving such invoice from The Austin Peters Group.

With regard to the services to be performed by The Austin Peters Group, Inc. pursuant to the terms of the agreement, The Austin Peters Group, Inc. shall not be liable to Moberly, or to anyone who may claim any right due to his relationship with Moberly, for any acts or omissions in the performance of said services on the part of The Austin Peters Group, Inc. or on the part of the agents or employees of The Austin Peters Group, Inc., except when said acts or omissions of The Austin Peters Group, Inc. are due to their willful misconduct.

Moberly agrees that the liability of The Austin Peters Group, Inc., its officers, agents, employees, and contractors, regardless of the legal theory under which such liability is imposed, shall not exceed the total fee paid to The Austin Peters Group, Inc. for the particular documents, calculations or other associated services that gave rise to the claim being asserted by Moberly. In no event shall The Austin

Peters Group, Inc., its officers, agents, employees and contractors, be liable for any special, incidental or consequential damages.

If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

If the terms of this agreement meet with your approval, please indicate the same below by your signature and a return copy (both pages of this section "LETTER OF UNDERSTANDING...") for my files. Returning via email is preferred, it can be sent to etatarko@austinpeters.com.

Sincerely,



Elizabeth Tatarko

Vice President

Accepted by: Moberly, Missouri

By: _____

Title: _____ Date _____

City of Moberly

City Council Agenda Summary

Agenda Number: _____

Department: Comm. Dev.

Date: July 6, 2021

WS #2.

Agenda Item: Review of Pro Champ vacant and foreclosure registration..

Summary: Pro Champ is a company that we are considering having run our vacant property registration. The attached ordinance is our document that puts the regulations in place for them or others to enforce it.

Recommended

Action: Review.

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>Review</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

BILL NO: 9656ORDINANCE NO: 9656

AN ORDINANCE AMENDING CHAPTER 26 OF THE MOBERLY CITY CODE BY ADOPTING ARTICLE V RELATING TO VACANT PROPERTY REGISTRATION.

WHEREAS, the City Council has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Council has a vested interest in protecting neighborhoods against decay caused by vacant property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of vacant property located within the city to discourage property owners from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, city staff recommends that the council adopt an ordinance to provide for the registration of vacant property, inspection of vacant property and a registration fee; and

WHEREAS, the Moberly City Council hereby adopts the recommendations of the city staff as follows.

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

SECTION ONE: Article V of Chapter 26 is hereby adopted to read as follows:

Article V. Vacant Property Registration.

Sec. 26-30. – Definitions.

For purposes of this Article V the following words shall be defined as follows:

- (a) *Enforcement Officer* shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the city to enforce this code.
- (b) *Evidence of Vacancy* shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash, junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements of neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.
- (c) *Owner* shall mean every person or entity who alone or severally with others, has legal title to any real property defined by this Article; has legal care, charge, or control of any such property; is in possession or control of such property; and/or is vested with

possession of control of any such property. The Property Manager shall not be considered the Owner.

(d) *Property Manager* shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

(e) *Real Property* shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the city limits.

(f) *Registrable property* shall mean any property that is vacant for more than sixty (60) days or any cancellation of Utility or Service, whichever occurs first. Property that contains all building systems in working order, is under contract for sale or rental or is being actively marketed by the owner for sale or rental and is properly maintained in accordance with property maintenance ordinances, shall not be deemed vacant so long as vacancy does not exceed one hundred eighty (180) days.

(g) *Registry* shall mean a web-based electronic database of searchable real property records, used by the city to allow owners the opportunity to register properties and pay applicable fees as required by this Article.

(h) *Semi-Annual Registration* shall mean six (6) months from the date of the first action that requires registration, as determined by the city, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

(i) *Utilities and Services* shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all city codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

(j) *Vacant* shall mean any parcel of land in the city that contains any building or structure that is not lawfully occupied.

Sec. 26-31. – Inspection and Registration of Vacant Property.

(a) The city, or its designee, shall establish a registry cataloging each Registrable Property within the city, containing the information required by this Article.

(b) The Owner of Vacant property located within the city shall within ten (10) days after the property becomes Vacant, register the Real Property with the City Registry.

(c) Initial registration pursuant to this section shall contain at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address and e-mail address.

(d) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of two hundred dollars (\$200.00) for each Vacant property. Subsequent non-refundable Semi-Annual renewal registrations of Vacant properties and fees in the amount of two-hundred dollars are due with ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this Article.

Said fees shall be deposited to a special account in the city's department dedicated to the cost of implementation and enforcement of this Ordinance and fulfilling the purpose and intent of this Article.

WS #2.

(e) If the property is sold or transferred, the new Owner is subject to all the terms of this Article. Within ten (10) days of the transfer, the new Owner shall register the Vacant property. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.

(f) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty (30) day period, or portion thereof, the property is not registered and shall be due and payable with the registration. This shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.

(g) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.

(h) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Article and shall be subject to enforcement by any means available to the city.

(i) If any property is in violation of this Article the city may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to bring the property into compliance.

Sec. 26-32. – Maintenance Requirements.

(a) Properties subject to this Article shall be kept free of all nuisances as described in this Chapter.

(b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

Sec. 26-33. – Security Requirements.

(a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired.

(c) If a Registrable property has become vacant or blighted, a Property Manager shall be designated by the Owner to perform the work necessary to bring the property into compliance with applicable codes, and the Property Manager must perform regular inspections to verify compliance with the requirements of this Article and other applicable laws.

(d) Vacant property shall be posted with the name and twenty-four (24) hour contact

telephone number of either the Owner or Property Manager. The Owner or Property Manager shall be available to be contacted by the city Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. A sign shall be placed in a window facing the street of a size no less than eighteen (18) inches by twenty-four (24) inches with a font legible from a distance of forty-five (45) feet with the following information:

THIS PROPERTY IS OWNED OR MANAGED BY _____.
 THE OWNER OR MANAGER CAN BE CONTACTED AT
 TELEPHONE NUMBER _____ OR BY E-
 MAIL AT _____.

(e) Failure of the Owner or Property Manager to properly inspect and secure a property and post and maintain the sign noted in this section, is a violation and shall be subject to enforcement by all means available to the city. The city may take any necessary action to ensure compliance with this section, and recover costs and expenses associated therewith.

Sec. 26-34. – Additional Authority.

(a) If the Enforcement Officer has reason to believe that a property subject to this Article is posing a serious threat to the public health, safety or welfare, he may temporarily secure the property at the expense of the Owner and may recommend prosecution for code violations. Nothing herein shall limit the city from abating any nuisance or unsafe condition by any other legal means.

(b) If the Owner does not reimburse the city for the cost of temporarily securing the property, or of any abatement directed by the Enforcement Officer within thirty (30) days of the city sending the Owner the invoice then the cost of such action shall be lien on the property. In addition to the lien the city may pursue other legal recourse against the Owner.

(c) The city may contract with a vendor or contractor to implement this Article, and, if so, any reference to the Enforcement Officer herein shall include the entity the city contracts with for that purpose.

(d) Registration fees and penalties outlined in this Article may be modified by the city council at any time.

SECTION TWO: This Ordinance shall take effect immediately upon passage by the Moberly City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 17th day of May, 2021.

 Presiding Officer at Meeting

ATTEST:

Shannon Hance
 City Clerk





PROCHAMPS

PROCHAMPS Proactive Property Registration
Proactive Registration Program = Better Code Compliance
Call us today to prevent neighborhood blight: **321.405.CODE**

PROCHAMPS

Call us today for a free community assessment and demonstration of what **PROCHAMPS** can do for you!

321.405.CODE

WWW.PROCHAMPS.COM

PROCHAMPS is a Property Registration Champions, LLC program
PROCHAMPS • 2725 Center Place, Melbourne, Florida 32940

Rental Properties = Headaches
Vacant Properties = Headaches
Foreclosures = Headaches

PROCHAMPS = PEACE OF MIND



visit us at www.PROCHAMPS.com

How does PROCHAMPS help communities?



90% registration compliance with points of contact with real people.



Creates a direct line of communication with property managers.



Team of dedicated professionals, assigned to your community, helping you to follow up with responsible parties and resolving issues.



No Out of Pocket Costs and No Risk to the Community. Program is funded through registration fees.

PROCHAMPS: 4 Easy Steps to Combat Foreclosure Blight

- 1**

Community passes a best practice ordinance.
- 2**

PROCHAMPS staff researches/tracks responsible parties, and gets them to register.
- 3**

Community receives their share of the registration fees and information through a user-friendly and multi-functional database.
- 4**

Code Officials can utilize our ordinance and data-based interactive data platform to communicate directly with responsible parties and our team will follow-up on your behalf.

CASE STUDY:
Jacksonville, Florida

In Jacksonville, the PROCHAMPS solution has registered over 75,000 bank foreclosures.

“Our company works diligently on behalf of over 250 communities every single day to register these properties and remedy the problems that arise from them. We are proud of our record of accomplishment and look forward to any opportunity to show you what we can do for your community.”

David Mulberry, President and COO
PROCHAMPS

PROCHAMPS

A Proven Record of Success

More than 250 communities utilizing PROCHAMPS throughout the nation.

Nearly 1 million property registrations reviewed to-date.

PROCHAMPS is the industry leader in proactive property registration, and registering properties that pose a risk to the community and negatively impact the neighborhoods where rental, vacant, and foreclosure properties are located.

Lasting Relationships – many of our community partners have been utilizing our program for 10 years or more.

PROCHAMPS enhances revenues to support community and property value improvements.

23

WS #2.

MOBERLY, MO

“AT-RISK” Property & Tenant Protection Registration Program

Submitted by:
Property Registration Champions, LLC dba PROCHAMPS
Mr. Thomas Darnell, Managing Director
2725 Center Place
Melbourne, FL 32940
(321) 421-6639

*All registration data is owned by the government, all acquired and aggregate data is used for the sole purpose of administering these programs.

tdarnell@p ²⁴ hamps.com



PROCHAMPS property registration programs are built with three attributes to support our communities in achieving their “At-Risk” property goals,

Enhanced Revenue

PROCHAMPS solution provides for the collection of all registration fees as directed by the dually enacted ordinance. This solution contributes a consistent flow of funds throughout the year to support the municipality’s staff costs, property maintenance, and enforcement fees and additional services that put a strain on the municipality’s resources.

NO NET COST TO THE COMMUNITY – REVENUE POSITIVE

Responsible Party Accountability

PROCHAMPS identifies the responsible party's obligation to register, using a variety of data sources and third-party data to ensure those responsible for property registration are held accountable. The analysis of the aggregated data provides evidence determining the need to register and supports any other Local and/or State regulatory requirement.

NO NET COST TO THE COMMUNITY – REVENUE POSITIVE

Enhanced Property Maintenance

PROCHAMPS adds value by capturing the key contact data for all responsible parties thereby reducing the Community costs and workload related to the maintenance of these “At-Risk” properties. This program assists code-enforcement teams with a notification process specifically aimed at the responsible party's obligation to complete all required inspections and resolving all code problems related to the safety, health and welfare of the tenant.

NO NET COST TO THE COMMUNITY – REVENUE POSITIVE



Community Solutions

SOLUTION #1

Foreclosure Registration with Semi-Annual Fee Structure

PROCHAMPS offers this solution to provide for Semi-Annual collection of all registration fees as directed by the duly enacted City ordinance. The Semi-Annual solution provides for the funding needed to support the City programs related to the problem of blight avoidance to include property maintenance, demolition, legal fees and other services that put a strain on the City's resources. PROCHAMPS Semi-Annual Solution adds value by capturing the frequent sales/transfer of mortgages and mortgage servicing contracts ensuring staff has up to date key contact data for all responsible parties.

NO NET COST TO THE COMMUNITY – REVENUE POSITIVE

Example:

Moberly, MO currently has an estimated...	4 Foreclosures
Typical community semi- annual fee...	\$200 semi annually
PROCHAMPS administrative fee...	\$100 per registration
Net proceeds to Moberly, MO...	\$400 annually
Net proceeds to Moberly, MO...	\$800 Semi annually

SOLUTION #2

Tenant Protection Registration Program (Long Term Rentals)

PROCHAMPS identifies the responsible party's obligation to register, using public, federal, state and local data sources (I.e. census, voting records, tax roll, county clerk, USPS, etc...) and third-party data including but not limited to (credit reporting, utilities, MLS). The analysis of the aggregated data provides evidence determining the need to register and supports any other requirement as dictated by City or State requirements. The platform provides for supplements, exhibits, citations or other compliance and enforcement material e.g. an Affidavit, subject to civil and / or criminal penalty to the authenticity of the landlord provided registration data. This program also assists code-enforcement teams with a notification process specifically aimed at resolving code related problems advancing property deterioration and potentially rescuing families from homelessness.

NO NET COST TO THE COMMUNITY – REVENUE POSITIVE

Example:

Moberly, MO currently has an estimated...	2143 Long-Term Rentals
The percent of landlords living outside the City...	57% (based on the currently estimated rentals)
Typical community semi-annual fee ...	\$50 semi annually
PROCHAMPS administrative fee ...	\$25 per registration
Net proceeds to the Moberly, MO...	\$53,575 annually



SOLUTION #3

Permit Auditing (Optional feature to the Tenant Protection Registration Program)

PROCHAMPS: offers a Permit Auditing Program providing **Homelessness Predictability (HP)**, unique to your needs, for reconciling any City and or State regulatory requirements. This proposed solution will audit the permit system and flag any permit application submitted for a property that falls within the parameters of the required regulations, thereby giving the City the option to delay action on the permit. This self-auditing program allows the City to stay within the boundaries of the required regulations and potentially helps families avoid homelessness.

SOLUTION #4

Vacant & Abandoned Property Registration

PROCHAMPS identifies these properties as “Vacant Properties Not in Default “. **PROCHAMPS** will apply our proprietary platform, identify the responsible parties, send a notification for the obligation to register as directed by the City ordinance, collect the designated fees as directed by the City ordinance and most importantly, share all responsible party information for use in mitigating property maintenance violations.

NO NET COST TO THE COMMUNITY – REVENUE POSITIVE

This solution is a reactive program. Expectations should be limited to identification of properties with evidence of vacancy and identification of a responsible party for statutory notification. Revenue estimates for this solution are possible but are only estimates and the solution is only offered when combined with one of PROCHAMPS other “At-Risk” property registration solutions.

Example:

Moberly, MO currently has an estimated...	262 Vacant Properties
Typical community fee...	\$200 annually
PROCHAMPS administrative fee...	\$100 per registration
Net proceeds to Moberly, MO...	\$26,200 annually

*All property totals above are based strictly on an estimated number of properties within that risk category.

*All fees noted in all examples above are being used for the sole purpose of showing a mathematical example of our business model.



PROCHAMPS has delivered over \$150 Million to its community partners via registration of nearly 1 Million “At-Risk” properties. We recognize the challenges associated with addressing large volumes of housing inventory. Over the last 12 years we have listened to hundreds of our community partners, reviewed hundreds of programs and ordinances and created what we see as the industry Gold Standard for proactively managing these properties.

PROCHAMPS provides a proven state of the art cloud-based technology platform developed by the industry’s top talent to assist a municipality in managing all their “At-Risk” property needs by holding the responsible parties accountable to local and state regulations.

PROCHAMPS is committed to giving our partners exactly what they need to control and manage a potentially devastating problem. We understand what communities are up against when they are dealing with absentee landlords, and Vacant/Abandoned Properties. The impact that these properties have on neighborhoods and local Government include, but are not limited to unsafe residential properties, overwhelming property maintenance issues, additional expense associated with enforcement and nuisance abatement. We also know without an accountability-based program, these properties can become an untenable situation.

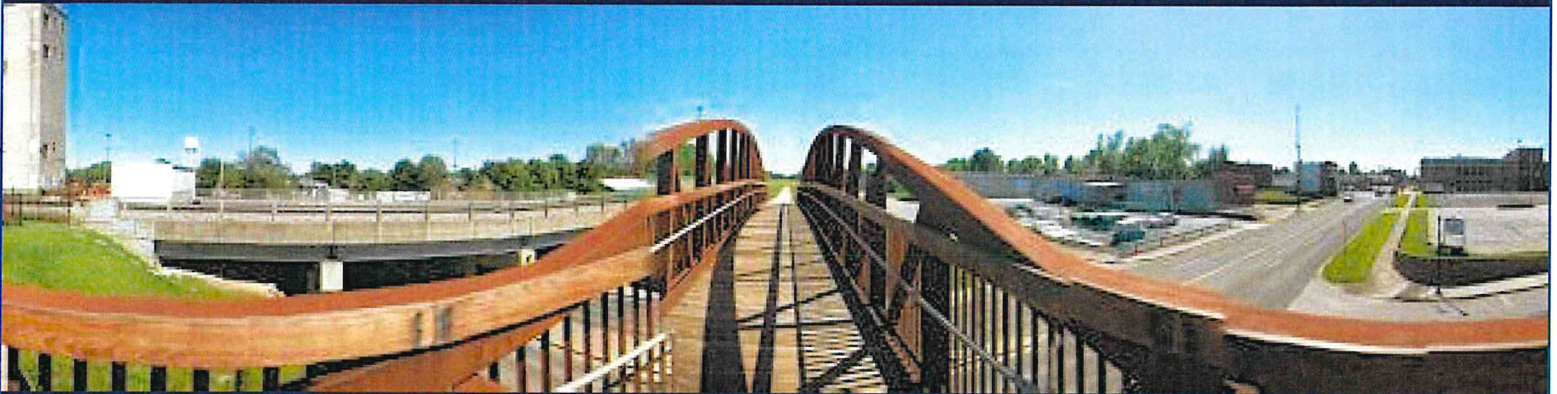
PROCHAMPS understands that notwithstanding the lessons learned from the 2008 housing crisis, local Government is experiencing additional challenges in the form of massive revenue losses and program reductions and/or eliminations related to high unemployment and tax revenue depletion. Combined with drastically increased housing and tax defaults, experts are indicating the impact of this crisis may very well eclipse what we saw in 2008.

PROCHAMPS business model gives our community partners exactly what they need. A program that gives back in the form of added efficiencies and revenues. You will not only have the tools you need to solve your Long-Term Rental and Vacant property issues, but you will have the time to create a solid workable plan to achieve your housing strategies and the funds to make it happen.

“At-Risk”
Tenant Protection Registration Program (Long-Term Rental) &
Vacant Property Registration



Prepared for the City of
Moberly, MO



By



2725 Center Place Melbourne, FL 32904
(302) 405-CODE
PROCHAMPS.com

**AGREEMENT BETWEEN
CITY OF MOBERLY, MISSOURI
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ____ day of _____, 20____ (“Effective Date”) by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 (“**PRC**”), and the City of Moberly, a Missouri municipal corporation, with an address at 101 West Reed Street, Moberly, MO 65270 (“**COMMUNITY**”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance _____, (the “Ordinance”) the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the **COMMUNITY**; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the **COMMUNITY** adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the **COMMUNITY** desires to enter into this Agreement with **PRC** in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the “Properties”), so that the **COMMUNITY** can properly address violations of the **COMMUNITY**’s property maintenance codes; and

WHEREAS, **PRC** will also provide an electronic registration process that is cost-free and revenue neutral for the **COMMUNITY**; and

WHEREAS, **PRC** shall also provide **COMMUNITY** with administrative Payment Assistance Services (“PAS”) if requested by the **COMMUNITY** to facilitate payment of late fees, charges, fines and penalties as defined under the **COMMUNITY**’s Ordinance from Registrants or other responsible parties to help the **COMMUNITY** fulfill the purpose and goals of the **COMMUNITY**’s Ordinance;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. **PRC** will cite the **COMMUNITY**’s Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the Key Policy Requirements as outlined in Exhibit “A”. **PRC** will electronically provide for registration of Properties in violation of Ordinance.

**AGREEMENT BETWEEN
CITY OF MOBERLY, MISSOURI
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

- b. PRC will pay for the expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the COMMUNITY, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance. PRC will monitor any changes to the obligation to register.
- c. PRC will charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county. In any case where the responsible party is unable or refuses to provide an email and/or cellular phone that can be used for verification of information or confirmation of registration PRC is entitled to deduct an additional \$25.00 confirmation fee to cover PRC's expenses associated with obtaining the information through other means. COMMUNITY understands that due to the work PRC has already performed in identifying each Registrant, calculating the Fee and the associated compliance as defined in the Agreement in addition to the costs incurred by PRC in operating the website for the registration of the Properties as defined in 1(e) below, once PRC has correctly identified a Registrant with an obligation to pay a Fee to comply with the Ordinance, PRC shall be entitled to collect their fee from the COMMUNITY for each Registrant even if the COMMUNITY or any third-party working on behalf of the COMMUNITY decides to waive that Fee for a Registrant.
- d. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the COMMUNITY's remittance provided in 1(c). PRC shall also provide PAS to facilitate collection of any additional late fees, charges, fines and penalties due to the COMMUNITY under the Ordinance and undertake to provide qualified attorney representation as may be required under the Ordinance or the relevant regulatory authority in each COMMUNITY that has entered into this Agreement

**AGREEMENT BETWEEN
CITY OF MOBERLY, MISSOURI
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

with PRC. For the purposes of clarity, both Parties understand that legal representation is not required for any PAS or the administration of the registration process. Only in the event that judicial proceedings shall be necessary after the conclusion of all PAS may a qualified attorney be engaged by PRC or the administrative group engaged by PRC for the sole purpose of that judicial matter. The COMMUNITY delegates to PRC the authority to negotiate directly with Registrants or responsible parties on behalf of COMMUNITY for the payment of registration fees, charges, fines and penalties due to the Community under the Ordinance for registration obligations that have ended with a balance due.

- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the COMMUNITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the COMMUNITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the COMMUNITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY COMMUNITY.** COMMUNITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by COMMUNITY to timely respond to a public records request.

- 3. **TERM and TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

- a. **TERMINATION FOR DEFAULT.** In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.

**AGREEMENT BETWEEN
CITY OF MOBERLY, MISSOURI
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

- b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the COMMUNITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
- a. Key Policy Requirements
 - b. COMMUNITY Ordinance No. _____,
entitled “ _____ ”,
dated: _____.
5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure COMMUNITY the indemnification specified herein.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the COMMUNITY, and shall be provided to COMMUNITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC’s endeavors.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the COMMUNITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the COMMUNITY on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements.
8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.

**AGREEMENT BETWEEN
CITY OF MOBERLY, MISSOURI
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY: City of Moberly
101 West Reed Street
Moberly, MO 65270
Telephone No. (660) 269-8705
Attention: _____

PRC: David Mulberry, President/CIO
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

11. **COMMUNITY DATA.** COMMUNITY acknowledges prior to this Agreement registering Properties governed by the original ordinance. On a date, agreed upon by PRC, prior to the Effective Date of this Agreement, the COMMUNITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the COMMUNITY. All registrations and fees received by the COMMUNITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the COMMUNITY is unable to provide the agreed upon digital file then the COMMUNITY will provide PRC all property registration information, including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the COMMUNITY agrees to compensate PRC five dollars (\$5.00) per property.

**AGREEMENT BETWEEN
CITY OF MOBERLY, MISSOURI
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

12. **ORDINANCE VIOLATION DATA.** Whenever the COMMUNITY becomes aware of one or more ordinance violations upon a property registered pursuant to this Agreement, the Community shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.
13. **PUBLICITY.** PRC may include COMMUNITY's name and general case study information within PRC's marketing materials and website.
14. **COMMUNITY LOGO.** COMMUNITY shall provide the COMMUNITY's logo to PRC for the purposes as set forth in 1(a).
15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
18. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the COMMUNITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
19. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
20. **WAIVER.** Any failure by COMMUNITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and COMMUNITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this

**AGREEMENT BETWEEN
CITY OF MOBERLY, MISSOURI
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.
23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the COMMUNITY within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the COMMUNITY.
25. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the COMMUNITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

**AGREEMENT BETWEEN
CITY OF MOBERLY, MISSOURI
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF MOBERLY, MISSOURI

Date: _____

Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

David Mulberry, President/CIO

Date: _____

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

**AGREEMENT BETWEEN
CITY OF MOBERLY, MISSOURI
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

Exhibit “A”

Key Policy Requirements

Foreclosure:

Foreclosure:

Ordinance No.

Registration Fee	\$200
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	- Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant - REO ⁱⁱⁱ , Occupied or Vacant
Renewal	6 months
Org Exemptions	Governmental entities and HOAs
Property Exemptions	N/A
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Transfer	Report change of info within 10 days. Transferee is responsible for any and all previous unpaid fees, fines, and penalties.
Effective/Start Date for Registrations	

Vacant Private Owner:

Ordinance No.

Registration Fee	\$200
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	Vacant/60 days/Private Owner
Renewal	6 months
Org Exemptions	N/A
Property Exemptions	Vacant Lots, Properties listed for sale/rent, under contract for sale/rent, in property working order and maintained for less than 180 days.
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Transfer	New OMT is required to re-register the property and pay registration fee
Effective/Start Date for Registrations	

ⁱ NOD – Notice of Default

ⁱⁱ LP – Lis Pendens

ⁱⁱⁱ REO – Real Estate Owned

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #3.

Department: Administration

Date: July 6, 2021

Agenda Item: Presentation and Review of Moberly Downtown Hotel Feasibility Study.

Summary: In earlier actions the City Council approved a non-binding Term Sheet (the “Term Sheet”) for the potential development of 55-unit, four story, main street style hotel to be located on City-owned or optioned property situated along West Reed Street (the “Project”). Among other things, the Term Sheet called for an initial expenditure by the City of \$10,500 to advance fund the costs of a feasibility study for the site and the Project with the understanding that if results of the feasibility study are acceptable and the Project moves forward with construction of the hotel, the proposed developer will reimburse the City for costs so advanced. More recently, the Downtown Moberly Community Improvement District (the “District”) also agreed to contribute District funds toward the costs of the study, reducing the burden on City finances.

The feasibility study was undertaken by Grey Hospitality, a member of Cayuga Hospitality Consultants, a well-established hospitality industry management consultant under a proposal dated March 24, 2021. The feasibility study has now been completed and an executive summary of findings and conclusions with particular application to the Project and the West Reed Site has been attached to this summary. The full study is available for Council inspection.

Mr. Sean Skellie who led the Grey Hospitality team will be available by conference call to present the study findings and to answer questions. With the Council’s approval, a copy of the study will be provided to the hotel developer for review.

Recommended

Action: Accept the feasibility study report

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

City of Moberly

City Council Agenda Summary

Agenda Number: _____

Department: Public Works

Date: July 6, 2021

WS #4.

Agenda Item: Receipt of bids for new Street Sweeper.

Summary: We looked at and had a demo done on 3 different street sweepers, the first demo was a new Elgin Whirlwind from Key Equipment at a MoDOT bid price of \$317,565.00, this is the kind of sweeper we currently have and is a pure vacuum type sweeper. The first demo did not go well and the sweeper they brought had some issues with not picking up and leaving trails of debris. Key Equipment took it back to their shop and made some changes then brought it back a second time and it performed ok. Key Equipment also brought down an Elgin Crosswind which is a regenerative Air type sweeper at a MoDOT bid price of \$273,817.50 and we tested it on some of our chip seal streets and cul-de-sacs, it performed ok but did leave some debris around the pickup head. The third sweeper we looked at was a New Tymco S00X regenerative air type sweeper from Armor Equipment at a MoDOT bid price of \$286,793.00, we took this sweeper to some of our worst areas, and it performed flawlessly, we uncovered bricks on north Ault I didn't even know was there. This sweeper has the side dump hopper which will dump at a height of 11 feet which would allow us to empty into a dump truck instead of having to run back to the street barn to dump. We have had 2 Tymco sweepers in the past and the maintenance cost on those was no different than the maintenance cost on the Elgin we currently have. After reviewing all 3 sweepers and talking to the operator we feel like the Tymco S00X would best suit our needs for a new street sweeper, it is in the middle of the price range at \$286,793.00, not the cheapest and not the most expensive but the one we think would work for us.

Recommended Action: Direct staff to bring forward to the July 19, 2021 regular City Council meeting for final approval.

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
<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 Bids

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed

Failed



500x[®]

AIR SWEEPER

GENERAL SPECIFICATIONS



MODEL 500x[®] REGENERATIVE AIR SWEEPER[®]

FINAL TIER 4 AUXILIARY ENGINE/CONVENTIONAL CAB CHASSIS

SWEPPER AUXILIARY ENGINE

Make John Deere, 4045 turbo, 4 cyl.
(Final Tier 4)
Displacement 275 in³ (4.5 L)
Power 115 hp (86 kW) @ 2200 RPM
Net torque 373 lb-ft @ 1500 RPM (506 Nm)
Air cleaner Heavy duty, w/pre-cleaner
Oil filter Spin on, full flow
Auxiliary engine fuel tank shared with chassis
Diesel fuel tank capacity 50 gal (189 L)
DEF tank Dedicated
Capacity (volumetric) 5.4 gal (20.6 L)
Capacity (useable) 3.8 gal (14.4 L)
Auxiliary engine protection system
Fuel/water separator and separate fuel filter
Open crankcase ventilation (OCV) filter

BLOWER, RUBBER LINED

Aluminum alloy, high volume, open face turbine
Purpose Creates blast and suction
Bearings (2) sealed lifetime lube, anti-friction
Housing Isolation mounted
with abrasion resistant, replaceable liner
Housing seal Heavy rubber section,
non-wiping, spring actuated Tilt-N-Seal[®] design
Drive Fixed displacement,
heavy duty, bent axis hydraulic motor

DUST SEPARATOR

Type Cyclonic, multipass,
centrifugal separation
Size 28 x 48 in (711 x 1219 mm)
Location Inside hopper
Particulate removal achieved through dual
skimmer slots into hopper
Abrasion resistant housing w/replaceable liner
Self opening, self emptying when hopper tilts

HOPPER, STAINLESS STEEL

Volumetric capacity 5.7 yd³ (4.3 m³)
Useable capacity 4.0 yd³ (3.06 m³)
Construction Welded non-magnetic
stainless steel plate w/integral stiffeners
Floor dump angle 50°
Dump door opening 68 x 57 in
(1727 x 1448 mm)
Dump door Self locking
Chute 72 x 48 in (183 x 122 cm)
stainless steel lined
Chute reach 22 in (56 cm) w/o side shift
Dumping direction Right side
Lifting method Two stage scissor lift, dual
hydraulic cylinders w/integral holding valves
Lift capacity 10,000 lbs (4536 kg)
Dump height Variable
Minimum 24 in (610 mm)
from bottom of chute to ground
Maximum 132 in (11 ft) (3353 mm)
from bottom of chute to ground
Overall 262 in (21 ft 8 in) (6655 mm)
Dump tilt slope 50°
Hopper screen 2 piece stainless steel
screen w/access for cleaning top side
Hopper drain system

BROOM ASSIST PICK-UP HEAD (BAH[®])

Type Dual chamber with broom assist
Function Delivers air blast and suction
Width 87 in (2210 mm)
Pick-up head area 3567 in² (2.3 m²)
Broom 12 x 79 in (305 x 2007 mm)
enclosed in rear of pick-up head
Suspension 4 springs 2 drag links

Suction hose 12 in diameter (305 mm)
Pressure hose 14 in diameter (356 mm)
Skids DUO SKID[®], long-life carbide
Pressure bleeder Integral for
leaf/light material pick-up.
Reverse pick-up head system

GUTTER BROOMS, TWIN, Patented

Standard equipment, includes floodlights and
parabolic mirrors
Drive Variable speed
non-reversible hydraulic motor
Adjustment Adjustable for down
pressure, pattern and wear
Down pressure Automatically
adjusts to requirement
Flexibility All directions, integral
anti-damage "swing away" relief valve
Brooms 43 in dia. (1.1 m) steel wire,
vertical diggers
Hydraulic tilt Twin gutter brooms
adjust for curb depth

HYDRAULIC SYSTEM

Drive Direct drive
Blower pump Heavy duty variable
displacement piston pump, hydrostatically
drives blower
Sweeper pump Variable displacement
piston pump, operates gutter brooms, pick-up
head, stabilizers, hopper lift, hopper dump, and
hopper door.
Blower pump flow 26 GPM (100 LPM)
Sweeper pump flow 11 GPM (42 LPM)
BAH pump Gear pump,
operates Broom Assist Head broom motor
BAH pump flow 8 GPM (30 LPM)
Reservoir 34 gal (129 L)
Return filter 3 micron,
spin-on, in-line return
Charge loop filter 10 micron
Vent filter 10 micron spin-on
Cooler Air to oil
integral with auxiliary engine heat exchanger
Hydraulic level/temperature shutdown system
Hydraulic oil filter restriction indicator - in cab
Hydraulic oil sight/temperature gauge
Auxiliary hydraulic system

DUST CONTROL SYSTEM

Water spray nozzles for dust suppression
Pump Electric diaphragm
Reservoirs Polyethylene, 250 gallons (946 L)
Filter 80 mesh stainless steel, in-line
Low water shut-off Safety shut-off
with low water warning light in cab
Spray nozzles:
Pick-up head 4
Gutter brooms (each) 2
Hopper 1
Hydrant fill hose w/storage area 20 ft (6 m)

CONTROL SYSTEM

BlueLogic[®] Control System

Multiplexed electrical system includes hardware
and TYMCO designed software that integrates
the in-cab controls to the auxiliary engine and all
sweeper functions; as well as provides intelligent
safety features and on-board diagnostics (OBD)
for the auxiliary engine and sweeper through
the BlueLogic display.

BlueLogic Display

Pedestal mounted touchscreen display
provides sweeper and auxiliary engine data
to the operator and includes hour meters
(trip and total) for the auxiliary engine, gutter
brooms, pick-up head, blower, water pump,
and BAH broom if applicable; dump cycle
counter, sweeper odometer (records curb
miles swept and sweeping hours), service
reminders, custom reminders, overspeed
warning, low water audible alarm, and OBD.

Interior Components

Leaf pressure bleeder control, BlueLogic
display, auxiliary fuse panel, illuminated
control switches: pick-up head, gutter
brooms, blower RPM, dump cycle, variable
speed gutter brooms, dust control water
system nozzles, safety lights.

Exterior Components

BlueLogic multiplex modules

STORAGE COMPARTMENT

Location Rear left, beneath auxiliary engine
Dimensions 18 x 18 x 30 in
(457 x 457 x 762 mm)

SAFETY/WARNING DEVICES

BlueLogic Control System utilizes solid-state
proximity switches to help provide several safety
systems: Right and left stabilizers automatically
deploy before raising the hopper and retract
after lowering the hopper, stabilizers down
warning system, transmission interlock when
stabilizers are down, blower actuation interlock,
and minimum dump interlock. Other devices
include alternating LED rear flashers, front
mounted SAE Class 1/California Title 13 amber
beacon light (LED) w/ limb guard, back-up
alarm, scissor lift safety props, and shop prop.

OPTIONAL EQUIPMENT

AOD water pump w/washdown hose/spray gun
Abrasion protection package
Air purge, water system
Auto Sweep Interrupt (ASI)
Auxiliary hand hose, 8 in (203 mm) diameter
Camera/monitor system
Engine block heater
Gutter broom, drop down
High output water system
Hi/Low pressure washdown system
Hopper load indicator alarms
Hopper vibrator - electric
Linear actuator - pressure bleeder w/gauge
Low emissions package (required for South
Coast AQMD Rule 1186)
Magnet, light, standard, or heavy duty
Pick-up head front curtain lifter
Sweeper deluge system, includes hopper and
pick-up head deluge w/6 in (152 mm) cleanout
port
Screen vibrator - pneumatic
Paint color (other than TYMCO standard white)

Special options are available for your individual
requirements. Contact your local dealer or
TYMCO.

CHASSIS AVAILABLE

International 4300
Freightliner M2-106

MODEL 500x[®] REGENERATIVE AIR SWEEPER[®]

FINAL TIER 4 AUXILIARY ENGINE/CONVENTIONAL CAB CHASSIS

WS #4.



INTERNATIONAL 4300



FREIGHTLINER M2-106

CAB/CHASSIS		
GVW	33,000 lb (14,982 kg)	33,000 lb (14,982 kg)
Front Axle	10,000 lb (4536 kg) w/10,000 lb (4536 kg) front suspension	10,000 lb (4536 kg) w/10,000 lb (4536 kg) front suspension
Rear Axle	23,000 lb (10,442 kg), w/23,000 lb (10,442 kg) Hendrickson™ air suspension	23,000 lb (10,442 kg), w/23,000 lb (10,442 kg) Hendrickson™ air suspension
Gear ratio	6.17/8.40 (two speed)	5.38/7.50 (two speed)
Frame	80,000 psi	80,000 psi
Engine	Cummins ISB	Cummins ISB
Displacement	409 in ³ (6.7 L)	409 in ³ (6.7 L)
Power	200 hp @ 2400 RPM	200 hp @ 2400 RPM
Torque	520 lb-ft (705 Nm) @ 1600 RPM	520 lb-ft (705 Nm) @ 1600 RPM
Transmission	Allison 2500 RDS 6-speed automatic transmission with PTO provision, synthetic fluid, and temperature gauge in cab	Allison 2500 RDS 6-speed automatic transmission with PTO provision, synthetic fluid, and temperature gauge in cab
Alternator	160 amp	160 amp
Batteries	(2) 12 v dual 1900 CCA maintenance free	(2) 12 v dual 1900 CCA maintenance free
Wheelbase	156 in (3962 mm)	158 in (4025 mm)
Turning diameter (wall to wall)	45.3 ft (13.81 m)	45.5 ft (13.78 m)
Turning diameter (curb to curb)	43.2 ft (13.17 m)	43.9 ft (13.38 m)
Fuel	Diesel	Diesel
Fuel tank	50 gallons (189 L) shared with sweeper	50 gallons (189 L) shared with sweeper
DEF tank	7 gal (26.5 L)	6 gal (22.7 L)
Tires (2-front, 4-rear)	Tubeless radial 11 R x 22.5, 14 ply	Tubeless radial 11 R x 22.5, 14 ply
Steering	Dual with gauges, w/18 in (457 mm) diameter steering wheel w/full power w/tilt	Dual with gauges, w/18 in (457 mm) diameter steering wheel w/full power w/tilt
Brakes	Full air with 18.7 CFM (0.53 m ³ /minute) air compressor	Full air with 18.7 CFM (0.53 m ³ /minute) air compressor
Instruments & lights	Full package as required	Full package as required
Seats	Adjustable, individual high back air seats w/lumbar support and cloth inserts for operator comfort	Adjustable, individual high back air seats w/vinyl inserts
Air dryer	Yes w/heater	Yes w/heater
Cruise control	Yes	Yes
Mirrors	Electric remote and heated	Electric remote and heated
Air conditioned cab	Yes, w/fresh air filters (primary and secondary) for cab filtration	Yes, w/fresh air filter for cab filtration
Windows and door locks	Manual (power optional; special order)	Manual (power optional; special order)
Exhaust system	Single, horizontal; after-treatment device, frame mounted right side, under cab w/horizontal tail pipe	Single, horizontal; after-treatment device, frame mounted right side, under cab w/horizontal tail pipe
Audio system	AM/FM auxiliary input stereo radio w/digital clock	AM/FM/WB auxiliary input stereo radio w/digital clock
Daytime running lights	Yes	Yes

GENERAL SWEEPING WIDTH (Approximate)

Pick-up head only	87 in (2210 mm)	87 in (2210 mm)
With 1 gutter broom	110 in (2794 mm)	110 in (2794 mm)
With 2 gutter brooms	Up to 142 in (3607 mm)	Up to 142 in (3607 mm)

OVERALL DIMENSIONS (Approximate)

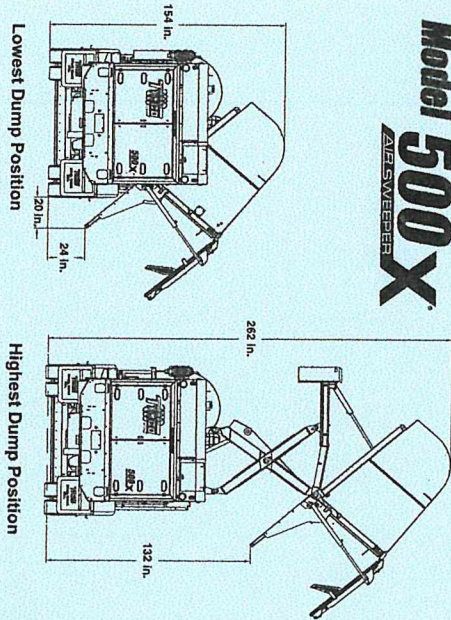
Length (sweeper body & chassis only)	288 in (7315 mm)	286 in (7264 mm)
Width (w/2 gutter brooms)	96 in (2438 mm)	96 in (2438 mm)
Height (w/o bar light)	113 in (2870 mm) @ hopper door hinge	113 in (2870 mm) @ hopper door hinge
Empty weight (sweeper body & chassis only)	22,960 lbs (10,414 kg)	22,960 lbs (10,414 kg)

*Dimensions and weight may vary with equipment.
Consult factory for additional specifications and other available truck chassis.*

Sweeping Performance and Applications

- True Regenerative Air Performance
- High Side Dump Flexibility - from 2 ft. to 11 ft.
- Dump on the Ground
- Dump in a Container
- Dump in a Dump Truck
- Increase Efficiency by Dumping Closer to the Job
- Stage containers
- Dispatch dump trucks
- Municipal, Construction and Highway Sweeping

Model 500X[®]



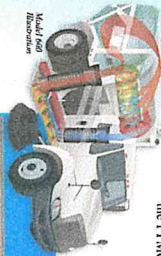
Superior Training from TYMCO

We want you to understand the Regenerative Air System and your TYMCO Sweeper completely, so you can get optimal performance from your equipment investment. That's why, for more than thirty years, we've offered two-day scheduled training schools at our facility in Waco, Texas. Managers, owners, operators and mechanics get hands-on training and the opportunity to learn from the experienced operators and mechanics who have been with TYMCO for years.

True Regenerative Air

When we operate and mechanics are thoroughly trained and knowledgeable about the TYMCO Sweeper, you can expect superior performance and a lower cost per operating hour.

- TYMCO offers full two-day schools
- Choose from 30 or more schools
- Yearly clean up schedules and class agendas are available
- Learn through seminars and hands-on on an operational sweeper
- Special schools arranged for large groups
- Register to attend on tymco.com



Specifically designed for training, our 3500 square foot, temperature controlled facility provides hands-on, scheduled training on an operational sweeper and systems components. We also provide daily ground transportation from the hotel to our training facility and back to the hotel.

In over 50 U.S. and international locations, you receive on-the-job parts and service from TYMCO's network of dealers. **TYMCO Builds a Model to Fit your Cleaning Needs**



TYMCO Inc. • P.O. Box 2308 • Waco, TX 76703-2308 • (254) 799-5516 • FAX (254) 799-5722



High Side Dump
Regenerative Air Sweeper

MADE IN WACO TEXAS USA

BlueLogic® Control System

The BlueLogic Control System is the TYMCO multi-tier electronic system that provides reduced wiring and advanced diagnostics.



In-cab controls are color mounted and illuminated for ease of operation from either driving position. Switches include multi-color LEDs giving operators instant feedback on switch functions.



The high resolution color touchscreen display drivers onboard diagnostics for the TYMCO 500X. The display shows engine and auxiliary engine ECU, engine coolant temperature, and hydraulic system fluid oil filters.



The optional In-cab operator mounted Pick-Up Head, Front Camera Lifter raises the front camera allowing large amounts of higher resolution, such as lenses, to easily pass beneath the pick-up head.

TYMCO Regenerative Air Cleans Deeper™



The TYMCO patented The N-Safe™ Blower System utilizes an adjustable blower system that allows the blower to extend long seal life between the hopper and blower housing. The hydraulically driven blower does not operate during the dump cycle and is only used to remove the blower housing.

No Grease Filling or Less Maintenance
The heavy dump hopper lift assembly has a 10,000 lb lift capacity. All parts on the lift are self-lubricating and never require greasing. Integral counterbalance lowering of the lift assembly and serve as redundant safety locks.

350 gallons of water available for dust control and the blower. The Dust Control System turns off while the blower is off, conserving water.

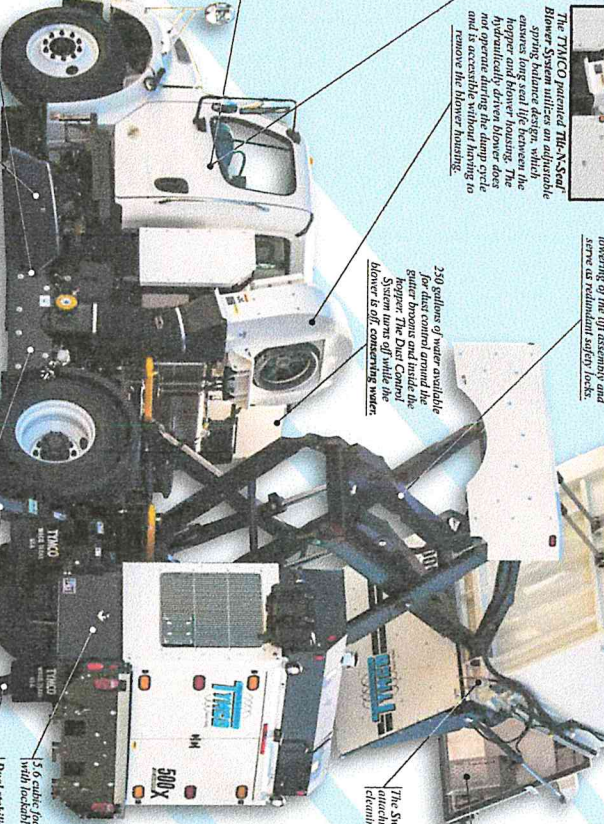
The large 5.7 cubic yard hopper offers a variable dump height from 12 feet to 11 feet (24 inches) for dumping into various size and type containers.



The heavy dump hopper, screens and high capacity dust separator are constructed from heavy-duty steel. The hopper is designed with integral openings for cleaning above the screens without the use of dump down screens or access panels. The large hopper is hydraulically raised and lowered for both air and water tight seal.

The hopper drain system is designed to pick up water picked up while sweeping.

The Sweeper Dump System allows for the attachment of a high volume hose to aid in cleaning both the hopper and pick-up head.



The TYMCO standard 140 inch vertical lifter. The lifter is designed to lift the hopper and blower housing. The lifter is designed to lift the hopper and blower housing. The lifter is designed to lift the hopper and blower housing.

The Brown, tested Pick-Up Head (BAH) provides an on-demand brown for brown material. The brown is automatically deployed from the hopper. The brown is automatically deployed from the hopper. The brown is automatically deployed from the hopper.

15 cubic feet steel storage box with lockable door.

Dual stabilizers automatically deploy before the dump cycle begins, delivering full stability throughout the dumping process.



The powerful, fuel efficient 115 HP diesel auxiliary engine meets Final Tier 4 (FT4) US EPA emissions standards. The engine is easily accessible at the rear of the hopper. The engine is easily accessible at the rear of the hopper. The engine is easily accessible at the rear of the hopper.



The large stainless steel dump chute discharges into the middle of the container without the need for a separate chute. The chute is designed to prevent damage to the door and container. In addition, the 360° just dumping cycle contributes to high productivity.

Additional Sweeper Options

- AOD (Air Operated Diaphragm) Water Pump
- Pick-Up Head Front Camera Lifter
- H / Low Pressure Washdown System
- Camera / Monitor System
- Chassis Options and Features
- Cabover - Available with Dual Steering, Dual Tilt and Dual Instrumentation.
- Some models also available with Right Only Steering.
- Conventional Cab - Available with Dual Steering, Dual Tilt and Dual Instrumentation.
- Dual Adjustable High Back Air Suspension Seats
- Remote Controlled Heated Power Mirrors



Exhaustor™ Conventional Cab Model
ProBlast™ Conventional Cab Model
ProBlast™ Conventional Cab Model
ProBlast™ Conventional Cab Model
ProBlast™ Conventional Cab Model

CITY OF MOBERLY

5/5/2021

MODOT 9/17/20 TO 9/30/21

MODOT IFB605C020000516

SWEeper OPTIONS

QTY	Description	Each	Total
1	500X BASE BID 2020 INTERNATIONAL 4300 ISB 33,000 GVWR	\$276,599.00	\$ 276,599.00
	STAINLESS STEEL CHIP SEAL SCREENS	\$ 1,650.00	\$ -
	HI / LOW WASH DOWN SYSTEM	\$ 450.00	\$ -
	DCVA BACK FLOW DEVICE I.L.O. AIR GAP	\$ 282.00	\$ -
4	ADDITIONAL WATER NOZZLES- SPECIFY LOCATION EACH	\$ 376.00	\$ 1,504.00
1	HYDRAULIC CURTAIN LIFTER	\$ 1,410.00	\$ 1,410.00
1	8" AUX. HANDHOSE	\$ 1,880.00	\$ 1,880.00
1	SWEeper DELUGE	\$ 960.00	\$ 960.00
	WATER LEVEL GAUGE	\$ 565.00	\$ -
	AIR PURGE NOT REQUIRED W/ AOD PUMP	\$ 375.00	\$ -
	AUX ENGINE BLOCK HEATER	\$ 282.00	\$ -
	DROP DOWN GUTTER BROOMS	\$ 1,500.00	\$ -
1	HOPPER SCREEN VIBRATOR	\$ 2,820.00	\$ 2,820.00
	HOSE REEL 50' NOT AVAILABLE W/ AOD PUMP	\$ 1,222.00	\$ -
1	AOD PUMP I.L.O. CAT 290 & HI/LOW WASHDOWN	\$ 925.00	\$ 925.00
	DOUBLE DUO SKIDS WITH FRONT EXTENSIONS	\$ 1,130.00	\$ -
	LINEAR ACTUATOR W/ GAUGE- PRESSURE BLEEDER	\$ 423.00	\$ -
1	DELETE YELLOW PAINT- STANDARD WHITE	\$ (3,600.00)	\$ (3,600.00)
1	DELETE HOPPER LOAD INDICATOR	\$ (300.00)	\$ (300.00)
	DELETE BROOM ASSIST HEAD	\$ (1,350.00)	\$ -
	DELETE ASI	\$ (725.00)	\$ -
	CHASSIS OPTIONS		
1	2020 FREIGHTLINER M2-106 I.L.O. IHC 4300 NO CHARGE	\$ -	\$ -
	TRUCK PARTS & SHOP MANUALS CD IHC/FTL	\$ 1,000.00	\$ -
	ENGINE BLOCK HEATER	\$ 550.00	\$ -
	CAB MOUNTED LED LIGHT BAR	\$ 1,125.00	\$ -
1	12" CONVEX MIRRORS ON FENDERS I.L.O. 10.2"	\$ 100.00	\$ 100.00
	AIR HORN	\$ 500.00	\$ -
1	BATTERY DISCONNECT	\$ 450.00	\$ 450.00
	TOW HOOKS	\$ 250.00	\$ -
2	ADDITIONAL CAMERAS (MAX 4 TOTAL) EACH	\$ 380.00	\$ 760.00
	CUSTOM OPTIONS	\$ -	\$ -
	OPTIONS NOT LISTED ABOVE AT 10% OFF MSRP	\$ -	\$ -
1	PICK-UP HEAD WATER INJECTION SYSTEM	\$ 1,620.00	\$ 1,620.00
1	HOPPER VIBRATOR	\$ 1,665.00	\$ 1,665.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

Sub Total \$286,793.00

Freight INCL

TOTAL \$286,793.00



Corporate Office
P.O. Box 2007
Maryland Heights, MO 63043
314-298-8330

Branch Office
P.O. Box 11035
Kansas City, KS 66111
913-371-8260

Branch Office
P.O. Box 692109
Tulsa, OK 74169
405-812-5827



April 26, 2021

Attn: Mr. Tim Grimsley, Fleet Maintenance Manager
City of Moberly
2300 Morely
Moberly, MO 65270



Dear Tim,

Thank you for the opportunity to provide the City of Moberly the 2021 Elgin Whirlwind 1 Single Engine Air Street Sweeper. Key Equipment and Supply Company is proud to provide the safest, durable and most dependable street sweepers on the market today.

PRODUCT DESCRIPTION

· Tier 4F emissions, 8 cubic yard hopper, 36 in. (711 mm) trailing arm side brooms on both right and left hand sides, ergonomic control console, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

Please review the following standard features:

- Alternator, 120 amp
- AM/FM/CD Radio
- Backup Alarm, electric
- Blower, 20,000 CFM rating with linatex lined housing
- Brooms, hydraulic rotation
- Brooms, Dual with side broom lights for night operation
- Broom Measurement Ruler
- Camera, rear mounted
- Console, w/rocker switches for all sweep functions, including memory sweep with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, voltmeter and fuel level indicator, water level gauge and warning lights for hopper pressure controls and manual reset circuit breakers
- Doors, access fiberglass doors provide easy service and maintenance on auxiliary engine, hydraulic and electrical system
- Electronic Throttle, sweep resume/sweep transport/reverse pick-up
- Hopper rear door, hydraulically opened/closed and locked/unlocked with external controls.
- Hose, hydrant fill, 16' 8" with coupling
- In-Cab Hopper Dump
- LED Clearance Lights
- Left Hand Fender Mirror
- Lights, rear clearance and rear identification
- Manuals, operator and parts
- Mirrors, West Coast type with 8" convex inserts, one each side
- Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 12-3/4" (324mm) inside diameter suction hose with quick disconnect on suction side
- Right And Left Hand Heated And Remote Controlled Mirrors
- Spray nozzles, sixteen (16), seven (7) in the pick-up head, three (3) in the suction nozzle, three (3) at each side broom
- Side Broom Outer Position Stop
- Trans Oil Cooler
- Vacuum enhancer, in-cab operated
- Water tank, molded polyethylene, 240 gallons (907L)
- Water pre-filter, hydrant fill hose
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty

In addition to the standard features, the following product enhancements meet and or exceed the current MODOT specifications:

- Sidebroom Tilt Left Hand with Indicator
- Sidebroom Tilt Right Hand with Indicator
- Memory Sweep
- Stainless Steel Hopper Screens
- Stainless Steel Right Hand Inspection Door & Step
- Stainless Steel Left Hand Inspection Door & Step
- 6" Hopper Drain
- Hopper Deluge
- Air Purge for Water System
- Lifeliner Hopper
- Broom Hour Meter
- Midwest Autolube Sweeper Only
- Individual Switches for Dual Sidebroom & Rear Flood Lights
- AM/FM/CD Radio
- Single Rear/Single Hopper Beacon; LED with Guard
- LED Stop/Tail/Turn Lights
- (2) Rear Bumper Mounted Strobes
- (2) Alternating Flashing Lights Rear LED
- Sweeper Painted RAL 1028 Melon Yellow
- Wide Front Spray Bar
- Chassis Painted RAL 1028 Melon Yellow
- MoDOT Special Arrow Board
- (2) Bostrom 905 mid-back air suspension seats

2021 Elgin Whirlwind 1:	\$ 203,863.00
2022 Freightliner M2 106 WB=176:	\$ 109,557.00
Delivered Price per Unit:	\$ 313,420.00

Deductions:

Stainless Steel Left Hand Inspection Door & Step:	\$ 500.00
Stainless Steel Right Hand Inspection Door & Step:	\$ 500.00
(2) Rear Bumper Mounted Strobes:	\$ 700.00
(2) Alternating Flashing Lights Rear LED:	\$ 700.00
Sweeper Painted RAL 1028 Melon Yellow:	\$ 400.00
Chassis Painted RAL 1028 Melon Yellow:	\$ 2,200.00
MoDOT Special Arrow Board:	\$ 8,500.00
(2) Bostrom 905 mid-back air suspension seats:	\$ 1,000.00
Total Deductions:	\$ 14,500.00

Additional Enhancement:

Wandering Hose Dual Variable Speed:	\$ 4,925.00
RH Inspection Door:	\$ 455.00
2.5lb Fire Extinguisher:	\$ 255.00
High Pressure Washdown:	\$ 4,240.00
High Pressure Washdown Reel:	\$ 1,190.00
Quick Disconnect Water Fill:	\$ 530.00
Wandering Hose 4ft Extension:	\$ 795.00
Idle Down/No Water:	\$ 625.00

Tri Reflect Flares:	\$ 100.00
Utility Cover Lifter:	\$ 2,720.00
3 rd Caster:	\$ 795.00
Piranha Broom Attachments:	\$ 575.00
Auto Shutter:	\$ 1,440.00
Total Additions:	\$ 18,645.00

2021 Elgin Whirlwind with MoDOT Specifications:	\$ 313,420.00
Deductions:	\$ 14,500.00
Additional Enhancements:	\$ 18,645.00
Equipment Total:	\$ 317,565.00
Less Trade in of 2015 Elgin Whirlwind:	\$ 50,000.00
Total Invoice Amount:	\$ 267,565.00

Price is good through September 30, 2021

Includes on site factory certified training by Key Equipment for service and operation

Payment Terms are Net 10

Delivery in approximately 150-180 days A.R.O.

Base chassis bid is the latest model Freightliner M2 with dualization. Subject to availability – other chassis are available.

Thank you for your continued trust in our products, service, and staff. If you have any questions, or would like additional information, don't hesitate to contact me at (314) 614-6262 or fboitano@keyequipment.com.

Respectfully,

Frank Boitano

Frank Boitano
Territory Manager
Key Equipment & Supply Co.





Corporate Office
P.O. Box 2007
Maryland Heights, MO 63043
314-298-8330

Branch Office
P.O. Box 11035
Kansas City, KS 66111
913-371-8260

Branch Office
P.O. Box 692109
Tulsa, OK 74169
405-812-5827



May 4, 2021

City of Moberly
Attn: Tim Grimsley, Fleet Maintenance Manager
2300 Morely
Moberly, MO 65270



Re: Elgin Crosswind 1

Dear Tim,

Thank you for the opportunity to provide the City of Moberly a proposal for a new 2021 Elgin Crosswind 1 Single Engine Regenerative Air Street Sweeper. Key Equipment and Supply Company is proud to provide the safest, durable and most dependable street sweepers on the market today.

PRODUCT DESCRIPTION

· Equipped with Memory Sweep; 8.0 cu. Yd. Hopper, right sidebroom, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

Please review the following standard features:

- Alternator, 95 amp
- AM/FM/CD Radio
- Backup Alarm, electric
- Blower, 20,000 CFM rating with linatex lined housing
- Brooms, hydraulic rotation
- Brooms, Dual with side broom lights for night operation
- Broom Measurement Ruler
- Camera, rear mounted
- Console, w/rocker switches for all sweep functions, including memory sweep with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, voltmeter and fuel lever indicator, water level gauge and warning lights for hopper pressure controls and manual reset circuit breakers
- Doors, access fiberglass doors provide easy service and maintenance on auxiliary engine, hydraulic and electrical system
- Electronic Throttle, sweep resume/sweep transport/reverse pick-up
- Hopper rear door, hydraulically opened/closed and locked/unlocked with external controls.
- Hose, hydrant fill, 16' 8" with coupling
- In-Cab Hopper Dump
- LED Clearance Lights
- Left Hand Fender Mirror
- Lights, rear clearance and rear identification
- Manuals, operator and parts
- Mirrors, West Coast type with 8" convex inserts, one each side
- Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 12-3/4" (324mm) inside diameter suction hose with quick disconnect on suctions side
- Right And Left Hand Heated And Remote Controlled Mirrors
- Spray nozzles, sixteen (16), seven (7) in the pick-up head, three (3) in the suction nozzle, three (3) at each side broom
- Side Broom Outer Position Stop
- Trans Oil Cooler
- Vacuum enhancer, in-cab operated
- Water tank, molded polyethylene, 240 gallons (907L)
- Water pre-filter, hydrant fill hose
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty

In addition to the standard features, the following product enhancements meet and or exceed the current MODOT specifications:

- Sidebroom Tilt Left Hand with Indicator
- Sidebroom Tilt Right Hand with Indicator
- Memory Sweep
- Stainless Steel Hopper Screens
- Stainless Steel Right Hand Inspection Door & Step
- Stainless Steel Left Hand Inspection Door & Step
- 6" Hopper Drain
- Hopper Water Nozzles
- Flow Blocker
- Functional Control of Water system
- Air Purge for Water System
- Heavy Duty Lower Roller
- Lifeliner Hopper System
- Broom Hour Meter
- Midwest Autolube Sweeper Only
- Individual Switches for Dual Sidebroom & Rear Flood Lights
- AM/FM/CD Radio
- Single Rear/Single Cab Beacon; LED with Guard
- LED Stop/Tail/Turn Lights
- (2) Rear Bumper Mounted Strokes
- Sweeper Painted RAL 1028 Melon Yellow
- Wide Front Spray Bar
- Chassis Painted RAL 1028 Melon Yellow
- MoDOT Special Arrow Board
- (2) Bostrom 905 mid-back air suspension seats

Elgin Crosswind 1:	\$ 159,192.50
2022 Freightliner M2 106 WB=176:	\$ 110,410.00
Delivered Price per Unit:	\$ 269,602.50

Deductions:

Stainless Steel Right Hand Inspection Door & Step:	\$ 700.00
Stainless Steel Left Hand Inspection Door & Step:	\$ 700.00
Individual Switches for Dual Sidebroom & Rear Flood Lights:	\$ 1,000.00
(2) Rear Bumper Mounted Strokes:	\$ 600.00
Sweeper Painted RAL 1028 Melon Yellow:	\$ 400.00
Chassis Painted RAL 1028 Melon Yellow:	\$ 2,000.00
MoDOT Special Arrow Board:	\$ 8,500.00
(2) Bostrom 905 mid-back air suspension seats:	\$ 1,000.00
Total Deductions:	\$ 16,500.00

Additional Enhancements:

Piranha brush attachments:	\$ 670.00
Low Pressure Washdown:	\$ 1,230.00
High Pressure Washdown:	\$ 4,240.00
Wandering Hose 4ft extension:	\$ 795.00
Right Hand Inspection door:	\$ 455.00
Hopper Deluge:	\$ 1,060.00
Hydraulic Wandering Hose:	\$ 4,925.00

Transport Mode/No Water:	\$ 770.00
Hydraulic Oil Level Thermometer:	\$ 195.00
Side Broom Scrub:	\$ 1,710.00
Vac Enhancer:	\$ 505.00
RH Sidebroom Light with Switch:	\$ 720.00
Variable Speed Sidebrooms:	\$ 3,440.00
Total Additional Enhancements:	\$ 20,715.00

2021 Elgin Crosswind 1 with MoDOT Specifications:	\$ 269,602.50
Deductions:	\$ 16,500.00
Additions:	\$ 20,715.00
Total Equipment Price:	\$ 273,817.50
Less Trade in of 2015 Elgin Whirlwind:	\$ 50,000.00
Total Invoice Amount:	\$ 223,817.50

Price is good through September 30, 2021

Includes on site factory certified training by Key Equipment for service and operation

Payment Terms are Net 10

Delivery in approximately 150-180 days A.R.O.

Base chassis bid is the latest model Freightliner M2 with dualization. Subject to availability – other chassis are available.

Other product enhancements are available to add to these specifications...see enclosure.

Thank you for your continued trust in our products, service, and staff. If you have any questions, or would like additional information, don't hesitate to contact me at (314) 614-6262 or fboitano@keyequipment.com.

Respectfully,

Frank Boitano

Frank Boitano
Territory Manager



*Sample Photo

City of Moberly

City Council Agenda Summary

Agenda Number: _____
 Department: City Clerk
 Date: July 6, 2021

WS #5.

Agenda Item: An Ordinance Establishing Procedure To Disclose Potential Conflicts Of Interest And Substantial Interest For Certain Municipal Officials.

Summary: This is an Ordinance that is re-adopted every two (2) years and is mandated by the State of Missouri. It establishes procedure for publicly declaring any potential conflicts of interest and conversely declaring the lack of conflicts-of-interest.

Recommended

Action: Please approve this Ordinance at the next Council meeting.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input 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. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MOBERLY, MISSOURI TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

SECTION ONE: Declaration of Policy; The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of this government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

SECTION TWO: Conflicts of Interest. The Mayor or any member of the City Council, who has a substantial personal or private interest, as defined by State law, in any bill shall disclose on the records of the City Council the nature of his interest and shall disqualify himself from voting on any matters relating to this interest.

SECTION THREE: Disclosure Reports. Each elected official, the City Manager, the Chief Purchasing Officer and the General Counsel (if employed full-time), City Clerk and City Finance Director shall disclose the following information by May 1st if any such transactions were engaged in during the previous calendar year.

- a. For such person, and all persons within the first degree of consanguinity or

affinity of such person, the date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The City Manager and Chief Purchasing Officer also shall disclose by May 1 for the previous calendar year the following information:
 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
 2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted for each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by

the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed as a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

SECTION FOUR: Filing of Reports. The reports shall be filed with the City Clerk and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION FIVE: When Filed. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

- a. Each person appointed to office shall file the statement within the thirty days of such appointment or employment.
- b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interest acquired after December 31 of the covered year until the date of

filing of the financial interest statement.

SECTION SIX: Filing of Ordinance. The City Clerk is hereby ordered to send a certified copy of this Ordinance to the Missouri Ethics Commission within ten days of its adoption.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this ____ day of _____, 2021.

Presiding Officer at Meeting

ATTEST:

Shannon Hance
City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: _____

Department: Public Works

Date: July 6, 2021

WS #6.

Agenda Item: A request from Building Communities for Better Health for signs along the 3-mile Wellness Walk.

Summary: The requesting organization has a history of working to promote the health of area residents and have funding to develop the 3-mile Wellness Walk. As part of that they are asking for permission to install signs along the sections of sidewalk/trail depicted on the attached diagrams. Some of the signs would be in r/w and some of the signs would be in private easement, which they would have to request and get approval from the adjacent property owners. They would ask the City to install if approved. They are aware that the long-term care/replacement would be at their expense.

Recommended Action: Direct staff to bring forward to the July 19, 2021 regular City Council meeting for final approval.

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
<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 _____

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed

Failed



Building Communities for Better Health MOBERLY

June 10, 2021

Dear Property Owner,

The Building Communities for Better Health coalition is made up of various businesses and organization in Randolph County whose focus is on bettering the health of Moberly residents. One of our current projects is what we are calling the Wellness Walk.

The Wellness Walk is a 3-mile route that circles a popular area of town for pedestrians including residents, students, church goers, and small business patrons. Since this route is used so frequently and has had recent sidewalk updates, we wanted to add an element of wellness along the trail. We have created a series of wellness prompts to post along the route and have added what each sign will look like in this packet (see attached).

It just so happens that your property is among the proposed locations for one of these signs. Our coalition is seeking permission or easement to be able to post a wellness prompt on your side of the sidewalk. It will be an 11x18" laminated metal sign with one of the prompts securely attached to an attractive wooden post standing around 4 feet tall.

If you have any further questions about the placement of the sign, please feel free to reach out to Jenny Cummings at jcummings@randolphcountyhealth.org or 660-263-6643. Otherwise, if you have no objections to placement of the Wellness Walk sign beside the sidewalk on your property, please print and sign below.

Thank you for your time and contribution to the wellness of Moberly!

Sincerely,

BCBH Coalition

BCBH Coalition

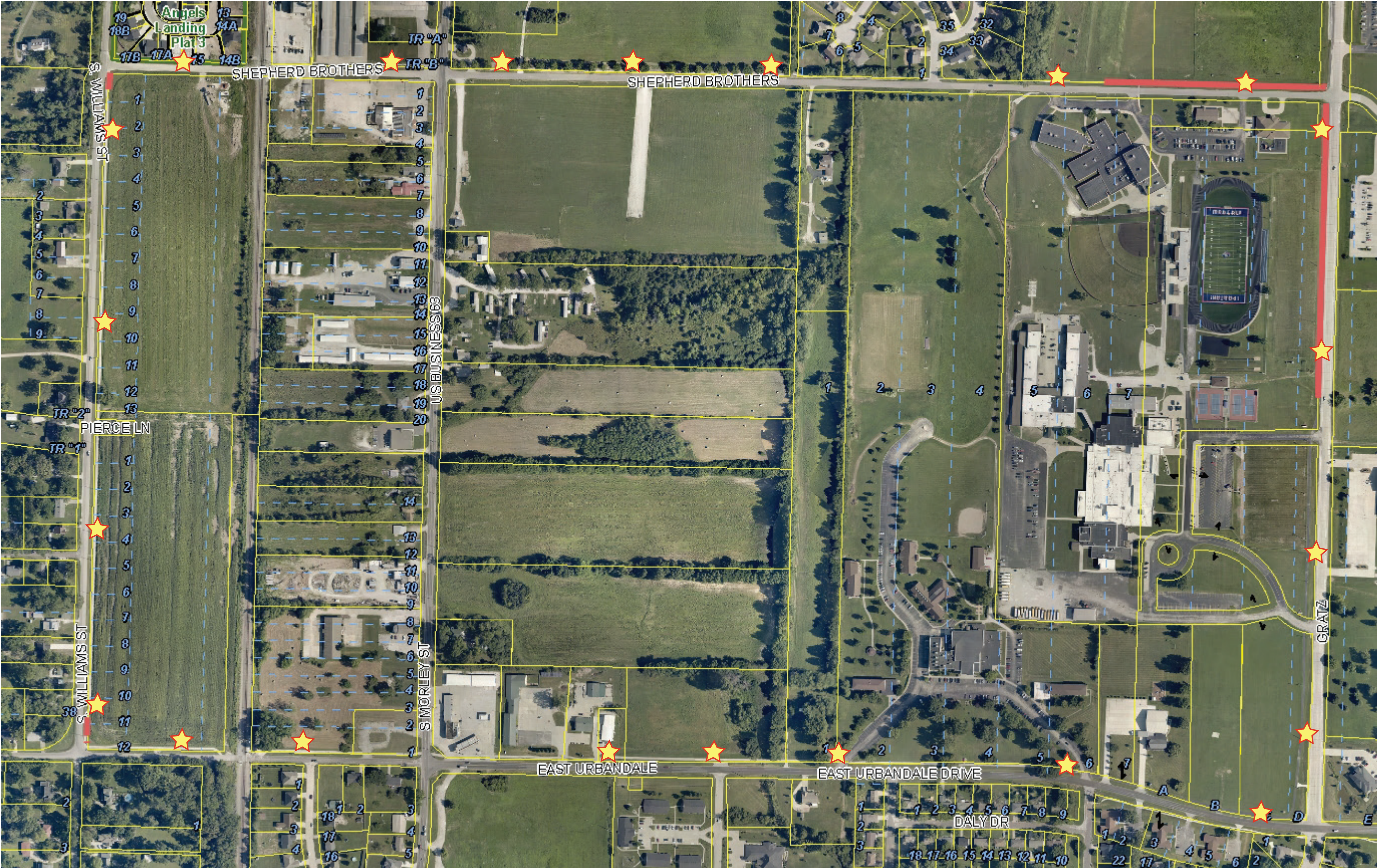
Printed Name & Address

Signature

Date

Moberly, MO

WS #6.



Legend

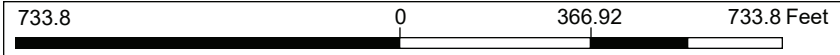
- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement

Signage Placement

1 in. = 367ft.

Notes

Solid Red Line----- Sign location options between sidewalk and property lines.



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

WELLNESS WALK

BROUGHT TO YOU BY:



Building Communities
for Better Health
MOBERLY

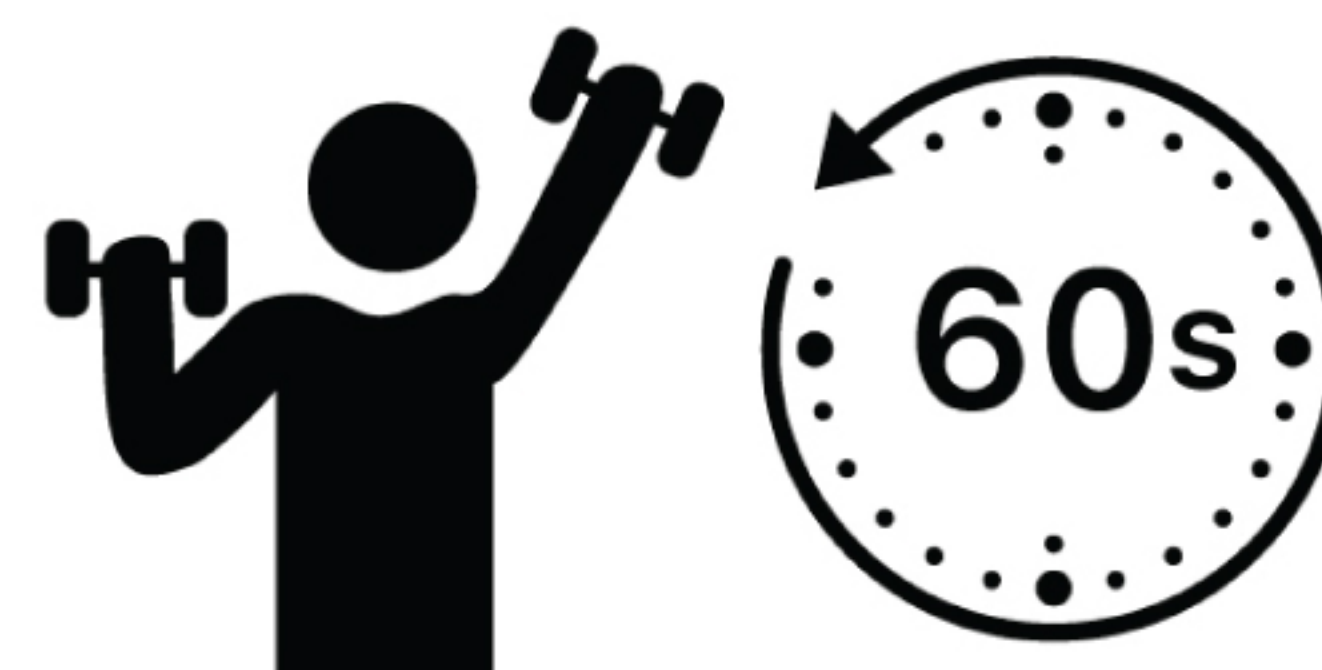


SQUAT 10 TIMES



Building Communities
for Better Health
MOBERLY

DO ARM PRESSES FOR 1 MINUTE



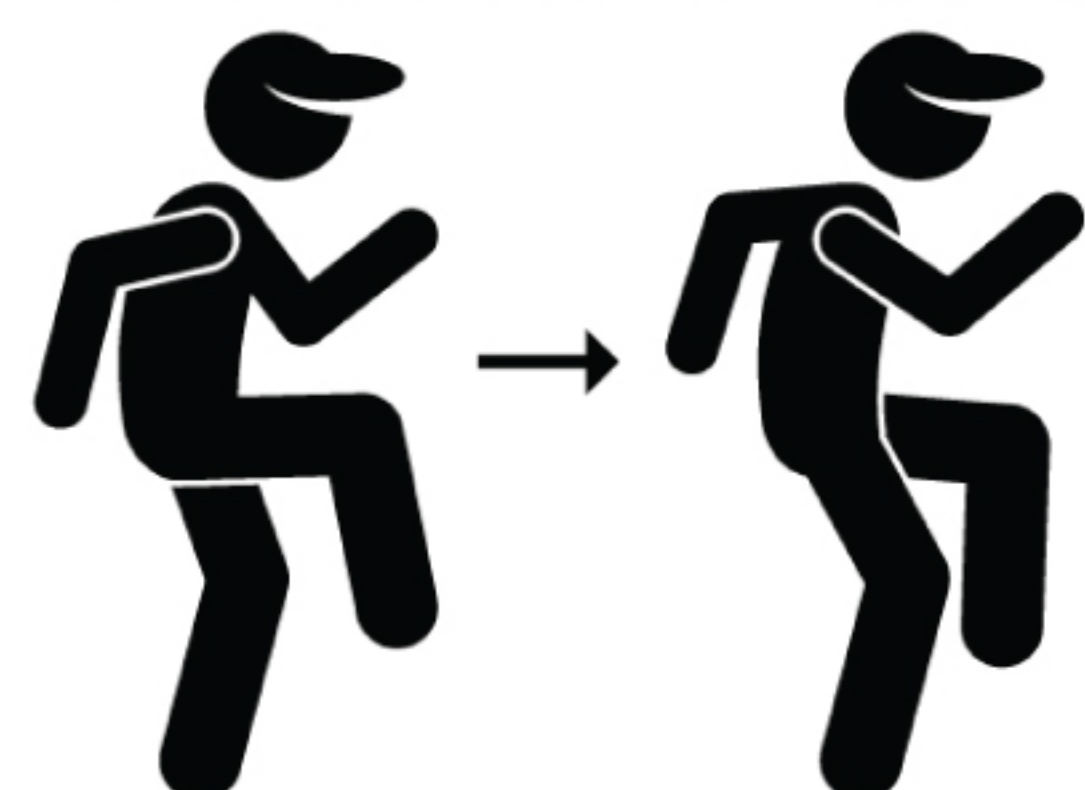
Building Communities
for Better Health
MOBERLY

DO LUNGES TO THE NEXT SIGN



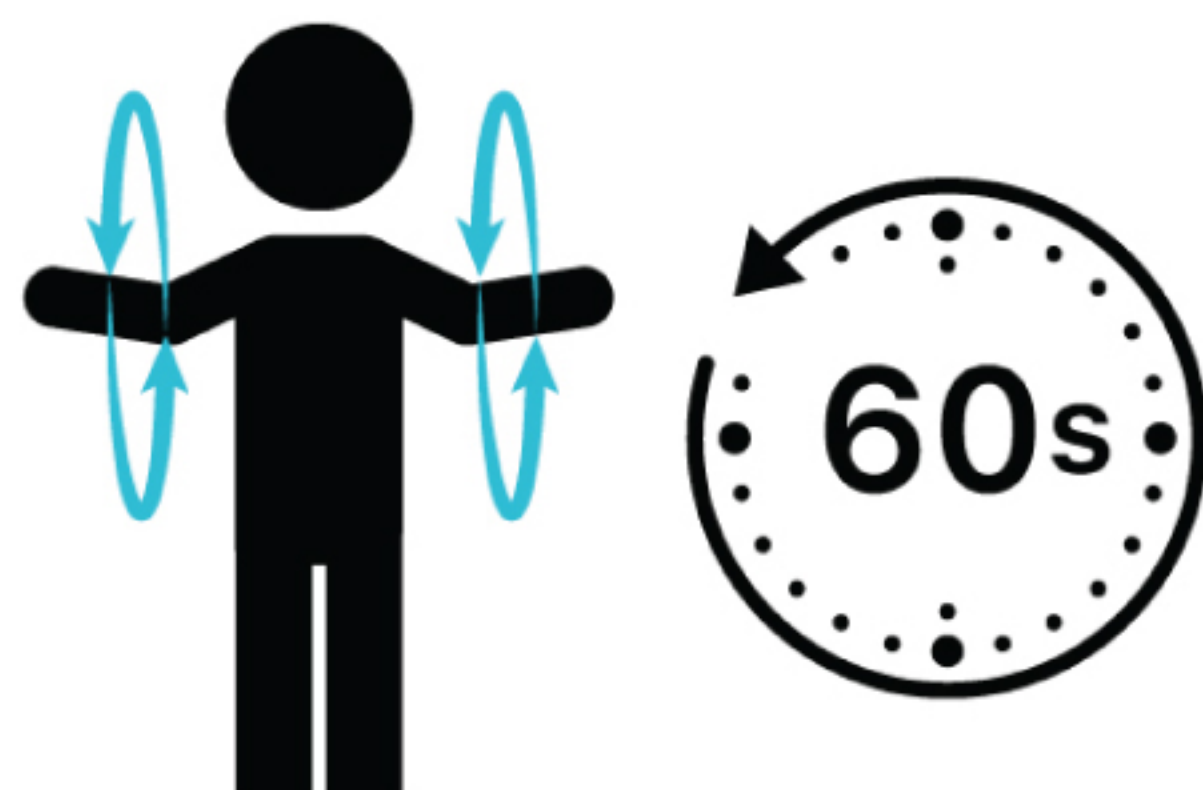
Building Communities
for Better Health
MOBERLY

DO HIGH KNEES TO THE NEXT SIGN



Building Communities
for Better Health
MOBERLY

DO ARM CIRCLES FOR 1 MINUTE



Building Communities
for Better Health
MOBERLY

STRETCH FOR 5 MINUTES



Building Communities
for Better Health
MOBERLY

PRACTICE MINDFULNESS TO THE NEXT SIGN



WHAT DO YOU SEE?
WHAT DO YOU HEAR?
WHAT DO YOU SMELL?



Building Communities
for Better Health
MOBERLY

PRACTICE MINDFULNESS 1 MINUTE

JUST BREATHE

Feel your stomach rise and fall, while focusing on slowing your breath.



Building Communities
for Better Health
MOBERLY

DON'T FORGET! MAKE 1/2 YOUR PLATE FRUITS AND VEGGIES

A DIET RICH IN FRUITS AND VEGETABLES CAN:



- ✓ Lower blood pressure
- ✓ Reduce the risk of heart disease & stroke
- ✓ Prevent some types of cancer
- ✓ Lower the risk of eye & digestive problems
- ✓ Keep your appetite in check



Building Communities
for Better Health
MOBERLY

THIRSTY? DRINK MORE WATER!



DRINKING WATER IS IMPORTANT FOR YOUR HEALTH. WATER HELPS YOUR BODY:

- ✓ Lubricate and cushion joints
- ✓ Keep a normal temperature
- ✓ Protect body organs and tissues
- ✓ Carry nutrients and oxygen to cells
- ✓ Get rid of bodily waste



Building Communities
for Better Health
MOBERLY