

**NOTICE OF OPEN MEETING & VOTE TO  
CLOSE PART OF THE MEETING  
A G E N D A  
COUNCIL MEETING  
City of Moberly  
City Council Room – Moberly City Hall  
101 West Reed Street  
April 05, 2021  
6:00 PM**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

1. Approval of Minutes

**Recognition of Visitors**

**Communications, Requests, Informational Items & Consent Calendar**

2. A Request from Lori Turk to hold their annual Mother's Day 5K Walk/Run on May 9, 2021
3. Communication from the Moberly Crossing Community Improvement District of the Fiscal Year 2021-2022 Proposed Budget.
4. Communication from the Downtown Community Improvement District of the Fiscal Year 2021-2022 Proposed Budget.

**Public Hearing and Receipt of Bids**

**Ordinances & Resolutions**

5. An Ordinance Approving A Cooperative Funding Agreement Between The City Of Moberly, The Downtown Moberly Community Improvement District, Main Street Moberly, Inc., And Moberly Chamber Of Commerce To Fund A Macker Basketball 3 On 3 Basketball Tournament.
6. A Resolution Authorizing The City Manager To Enter Into An Addendum Agreement With SCG Consulting Services, LLC For Professional Management Services.
7. A Resolution Authorizing Moberly Chamber Of Commerce To Hold An Annual Banquet Including Public Consumption Of Alcoholic Beverages.
8. A Resolution Authorizing The City Manager To Execute A Farm Lease Between The City Of Moberly, Moberly Holding Company And Larry Sander.
9. A Resolution Approving A Lease Between The City Of Moberly, Missouri And Donald J. Shelton For Mowing The City Landfill.
10. A Resolution Recording The Destruction Of Certain Local Government Records.
11. An Resolution Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Granting Of A Conditional Use Permit To The Randolph County Ministerial Alliance Inc., To Operate A Temporary Warming Shelter.
12. A Resolution Authorizing And Accepting A Change Order To The Contract With Drill Tech Drilling And Shoring Inc For The Sugar Creek Lake Dam Abutment Grouting Project.
13. A Resolution Approving And Authorizing An Amended Services Agreement With The Moberly Area Chamber Of Commerce.
14. A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

**Official Reports**

**Anything Else to Come Before the Council**

- [15.](#) Application for Electrical Board.
- [16.](#) Proposal from Tourism Advisory Commission.
- 17. Consideration of a Motion to Adjourn to a Work Session followed by a Closed Session to discuss the status of pending real estate and negotiated contract. (Closed Statute 610.021) ( 2, 12)

**Adjournment**

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

March 15, 2021

City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Brubaker and seconded by Davis to approve the minutes of March 1, 2021 Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

City Manager, Brian Crane, recognized visitor Bryan Minnis, Chief Development Officer of GreatLIFE Golf & Fitness who attended the meeting to answer any questions about an item on the agenda.

A request was received from Gregory Q. Carroll, for Harrier Track Club, to hold their annual 5K walk/run event at Rothwell Park, 8:30 - 10:00 a.m. (registration to begin at 7:00 a.m.), July 4, 2021. A motion was made by Kimmons and seconded by Davis to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A request was received from Nikki Soendker, for Unfinished Pieces, to hold an Autism Awareness 5K walk/run event at Rothwell Park, 10:00 a.m., April 3, 2021. A motion was made by Kyser and seconded by Brubaker to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A Proclamation to the City of Moberly Employees for Extraordinary Services during the first months of 2021 through harsh temperatures and weather was presented to the Directors of the Street Department and Public Utilities Department with the gratitude of the Mayor and City Council for services rendered.

The following bids were received for the lease of a new postage machine for City Hall. 60 months estimated total lease cost over lease term: **Multiple Services Solutions**, \$3,780; **Bowman's Solutions**, \$5,379; **Pitney Bowes** was contacted for opportunity to bid but did not provide a bid to the City of Moberly. A motion was made by Brubaker and seconded by Kimmons to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following bids were received for the purchase of a new 2021 Model 729B Grasshopper Mower for the Water Treatment Plant in the Public Utilities department. **Lee's Lawn Care and Equipment, LLC** total bid: \$10,650; **Old Hwy 63 Garage LLC** total bid: 11,775; **Henderson Implement and Outdoor Power Company** total bid: 13,374.75. A motion was made by Kimmons and seconded by Davis to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF BRADLEY KENNEDY FOR PROPERTIES LOCATED AT 410 JOHNSON STREET AND 500 FRANKLIN STREET"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF TERRELL FUGATE FOR PROPERTIES LOCATED AT 401 AND 411 PATTON STREET"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A FIRST AMENDMENT TO COOPERATIVE REDEVELOPMENT AGREEMENT; MAKING CERTAIN FINDINGS; AMENDING PORTIONS OF ORDINANCE NO. 9486; AND PROVIDING FURTHER AUTHORITY"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH RANDOLPH COUNTY FOR THE ADMINISTRATION OF 911 TRUST FUNDS"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE PURCHASE OF A GRASSHOPPER MOWER FOR THE WATER TREATMENT PLANT"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and

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

Brubaker introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY TO EXECUTE AN ASSIGNMENT OF MANAGEMENT AGREEMENT WITH GREATLIFE MIDMO, LLC FOR HERITAGE HILLS GOLF COURSE"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION APPROVING AN AGREEMENT WITH BOONE CONSULTING TO DEVELOP SPECIFICATIONS AND PROJECT MANAGEMENT OF THE TAYLOR STREET CSO BASIN AND WASTEWATER TREATMENT PLANT FARM SITE IMPROVEMENTS"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH MULTIPLE SERVICES EQUIPMENT COMPANY FOR A POSTAGE MACHINE"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION ACCEPTING A QUIT CLAIM DEED FROM MBL DEVELOPMENT CO. FOR REAL ESTATE LOCATED AT THE SILVA LANE EXTENSION"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$342,710.55"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Monthly reports were received from various departments.

Members from the news media present were: Bob Ehle, KWIX/KRES Radio Station.

A motion was made by Kyser and seconded by Brubaker to adjourn to a work session followed by a closed session to discuss the status of pending legal issues, personnel and negotiated contract. (Closed Statute 610.021) (1,3,12). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey reopened the meeting.

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

#### **Work Session**

The following was discussed at the work session:

A request from Lori Turk to hold their annual Mother's Day 5K walk/run on May 9, 2021.

Request to lift Ordinance 6-5 for the Chamber of Commerce banquet.

Discussion of contingency adjustments #9 & #10 for the ESP projects for the purpose of purchase of mobile data collector and material and labor for replumbs and the installation of a new 6th tower.

Appointment to the Electrical Board.

Discussion from Moberly Chamber of Commerce for basketball tournament.

A proposal for the mowing and haying of the landfill.

Proposal from Tourism Advisory Commission.

Discussion of a farm lease agreement.

March 15, 2021

City of Moberly, Missouri Council Minutes

Council met in a special session joint meeting with Moberly Holding Company at 5:00 p.m. in the conference room of the Moberly Area Economic Development Office at 115 North Williams Street with Mayor Jeffrey presiding.

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

A motion was made by Davis and seconded by Kyser to adjourn to a closed session to discuss the status of pending real estate and negotiated contract (MO Statutes 610.021) (2,12). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A closed session was held.

Mayor Jeffrey reopened the meeting.

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

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #2.

Department: Police

Date: April 6, 2021

**Agenda Item:** A Request from Lori Turk to hold their annual Mother's Day 5K Walk/Run on May 9, 2021

**Summary:** Lori Turk requests permission to hold the annual Mother's Day 5K Run/Walk on Sunday May 9<sup>th</sup> 2021. Race is to raise funds to financially assist community members with cancer. This 5k run/walk is a long-standing yearly event with approximately 500 participants annually. Race will start at 9:00am at Moberly Diagnostics at 1509 Union Ave, race will travel west on Union Ave to Mullen St, south on Mullen to Taylor St, west on Taylor to Bertley St, South on Bertley to Roberts St, west on Roberts to E Coates and west on E Coates into the parking lot of Sam's Health Mart. North in the parking lot to Farror St, East on Farror to Porter St. North on Porter to Union Ave, cross Union Ave and continue north on Porter St to Franklin Ave. East on Franklin Ave to St. Charles St, South on St Charles to Union Ave and East on Union Ave with race ending at 1309 Union Ave, Moberly Diagnostics. Contact person is Lori Turk, 660-651-2719, Turk expects 10-20 volunteers being available to help at intersections for traffic. LE is requested to provide traffic control as needed and lead the 5K. Race expected to be completed by 10:30 am and clean up completed by noon.

**Recommended Action** Approve this request

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

City of *Moberly!*

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

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

Walk/Run Application Permit

Application Date: 2-22-21  
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: 5-9-21

Purpose of event: Raise funds to financially assist community members with cancer

Name of event director: Lori Turk

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

Approximate number of participants: 500

Route requested, Begin & End Time: 9:00 am Start time @ Moberly Diagnostics

Finish walk/run by 10:30 am. (Clean up by noon)  
see attached route - same as previous years

(Please include a map diagram showing start to finish)

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

Will the organization furnish personnel to assist with the event?

Yes:  No:  If yes, how many? 10-20

Signature of applicant: Lori Turk

Approved:  Declined:

Authorizing Official: [Signature] Date: 022521

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

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

Unnamed Route



Map Data © OpenStreetMap Contributors

ROUTE DIRECTIONS

No	Miles	Turn	Directions
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# City of Moberly City Council Agenda Summary

Agenda Number: #3.

Department: City Manager

Date: April 5, 2021

**Agenda Item:** Communication from the Moberly Crossing Community Improvement District of the Fiscal Year 2021-2022 Proposed Budget.

**Summary:** The attached Moberly Crossing Improvement District proposed budget is for the City Council to review

**Recommended**

**Action:** Information only

**Fund Name:** N/A

**Account Number:** N/A

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

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

**MOBERLY CROSSINGS  
COMMUNITY IMPROVEMENT DISTRICT  
BUDGET MESSAGE FOR  
FISCAL YEAR 2021-2022 PROPOSED BUDGET**

The Board of Directors of the Moberly Crossings Community Improvement District (the “District”) has the following budget message for the fiscal year 2021-2022:

1. The District has imposed a CID sales tax at a rate of 1% (the “CID Sales Tax”), in accordance with Section 67.1545 of the Revised Statutes of Missouri, as amended.
2. The Board of Directors of the District hereby adopts the District’s annual budget for the fiscal year beginning on July 1, 2021 and ending on June 30, 2022, a copy of which is attached.
3. The amounts set forth on the Budget are hereby appropriated for the fiscal year beginning on July 1, 2021, and ending on June 30, 2022.
4. The expenditures appropriated do not exceed the amount of revenues anticipated plus initial fund balances.
5. The Board of Directors of the District hereby adopts the attached Revised 2020-2021 Budget for the fiscal year beginning on July 1, 2020, and ending on June 30, 2021.

**MOBERLY CROSSINGS COMMUNITY  
IMPROVEMENT DISTRICT  
2021-2022 PROPOSED ANNUAL BUDGET**

**Income, Revenues:**

	<u>FY 2019-20 Actual</u>	<u>FY 2020-21 Original Budget</u>	<u>FY 2020-21 Estimated</u>	<u>FY 2020-21 Revised Budget</u>	<u>FY 2021-22 Budget</u>
1% CID Sales/Use Tax Receipts	27,869.79	26,000.00	26,000.00	25,000.00	28,000.00
Interest Earnings	30.48	35.00	35.00	20.00	35.00
<b>Total Revenue</b>	<b>27,901.76</b>	<b>26,035.00</b>	<b>26,035.00</b>	<b>25,020.00</b>	<b>28,035.00</b>

**Expenditures:**

	<u>FY 2019-20 Actual</u>	<u>FY 2020-21 Original Budget</u>	<u>FY 2020-21 Estimated</u>	<u>FY 2020-21 Revised Budget</u>	<u>FY 2021-22 Budget</u>
<b>Administrative Expenses</b>					
Legal and Accounting Fees	2,855.00	2,000.00	1,500.00	2,500.00	2,500.00
Insurance Premium	1,496.00	1,500.00	1,500.00	1,519.00	1,520.00
<b>Total Admin. Expenses</b>	<b>4,351.00</b>	<b>3,500.00</b>	<b>3,000.00</b>	<b>4,019.00</b>	<b>4,020.00</b>
<b>Principal and Interest Payment</b>					
Principal and Interest Payment	27,600.16	28,000.00	28,000.00	28,000.00	28,000.00
<b>Total All Expenditures</b>	<b>31,951.16</b>	<b>31,500.00</b>	<b>31,500.00</b>	<b>32,019.00</b>	<b>32,020.00</b>

**Other Financing Sources:**

	<u>FY 2019-20 Actual</u>	<u>FY 2020-21 Original Budget</u>	<u>FY 2020-21 Estimated</u>	<u>FY 2020-21 Revised Budget</u>	<u>FY 2021-22 Budget</u>
Fund Balance at Beginning of Fiscal Year – All Funds	29,143.95	20,000.00	20,000.00	29,143.95	20,000.00

**Ending Fund Balance:**

	<u>FY 2019-20 Actual</u>	<u>FY 2020-21 Original Budget</u>	<u>FY 2020-21 Estimated</u>	<u>FY 2020-21 Revised Budget</u>	<u>FY 2021-22 Budget</u>
	25,945.55	20,000.00	20,000.00	32,000.00	27,000.00

# City of Moberly City Council Agenda Summary

Agenda Number: #4.

Department: City Manager

Date: April 5, 2021

**Agenda Item:** Communication from the Downtown Community Improvement District of the Fiscal Year 2021-2022 Proposed Budget.

**Summary:** The Downtown CID’s budget must be sent to the municipality in accordance with section 67.1471.2 RSMo., by Monday, April 2, 2021. This budget is for information only and will be adopted prior to June 30<sup>th</sup>, 2021

**Recommended**

**Action:** Information only

**Fund Name:** N/A

**Account Number:** N/A

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

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

CITY OF MOBERLY  
FISCAL YEAR 2021-2022 BUDGET WORKSHEET

Created:  
Revised:  
Revision #

3/26/2021

#4.
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		2020-2021 Budget	2020-2021 Actual @ 2/28/2021	2020-2021 Estimated Total	2021-2022 Requested	2021-2022 Revised	Comment
<b>911 - DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT SALES TAX FUND</b>							
<b>REVENUES</b>							
<b>TAXES</b>							
911.000.4100	Sales Tax	55,000.00	36,620.05	54,930.08	55,000.00		
911.000.4115	Use Tax	1,000.00	322.12	483.18	500.00		
<b>TAXES TOTAL</b>		<b>56,000.00</b>	<b>36,942.17</b>	<b>55,413.26</b>	<b>55,500.00</b>	<b>0.00</b>	
<b>MISCELLANEOUS</b>							
911.000.4901	Interest Income	500.00	17.95	26.93	30.00		
<b>MISCELLANEOUS TOTAL</b>		<b>500.00</b>	<b>17.95</b>	<b>26.93</b>	<b>30.00</b>	<b>0.00</b>	
<b>TOTAL REVENUES</b>		<b>56,500.00</b>	<b>36,960.12</b>	<b>55,440.18</b>	<b>55,530.00</b>	<b>0.00</b>	
<b>EXPENSES</b>							
<b>SUPPLIES</b>							
911.000.5212	Advertising	7,200.00	272.00	408.00	5,000.00		
<b>SUPPLIES TOTAL</b>		<b>7,200.00</b>	<b>272.00</b>	<b>408.00</b>	<b>5,000.00</b>	<b>0.00</b>	
<b>CONTRACTUAL SERVICES</b>							
911.000.5406	Contracted Services	34,000.00	25,174.60	37,761.90	30,000.00		
911.000.5420	Special Event Grants	7,500.00	0.00	0.00	9,500.00		\$3K Gus Macker BB Tournament
<b>CONTRACTUAL SERVICES TOTAL</b>		<b>41,500.00</b>	<b>25,174.60</b>	<b>37,761.90</b>	<b>39,500.00</b>	<b>0.00</b>	
<b>LEGAL</b>							
911.000.5700	Legal Fees	5,000.00	3,596.30	5,394.45	5,000.00		
<b>LEGAL TOTAL</b>		<b>5,000.00</b>	<b>3,596.30</b>	<b>5,394.45</b>	<b>5,000.00</b>	<b>0.00</b>	
<b>MISCELLANEOUS</b>							
911.000.5802	Insurance & Bonds	1,300.00	1,296.00	1,944.00	1,300.00		MOPERM
911.000.5806	Miscellaneous	1,000.00	54.40	81.60	1,000.00		1% County Collector fee
<b>TRANSFERS TOTAL</b>		<b>2,300.00</b>	<b>1,350.40</b>	<b>2,025.60</b>	<b>2,300.00</b>	<b>0.00</b>	
<b>TOTAL EXPENSES</b>		<b>56,000.00</b>	<b>30,393.30</b>	<b>45,589.95</b>	<b>51,800.00</b>	<b>0.00</b>	
<b>NET REVENUE / EXPENSES</b>		<b>500.00</b>	<b>6,566.82</b>	<b>9,850.23</b>	<b>3,730.00</b>	<b>0.00</b>	

CITY OF MOBERLY  
FISCAL YEAR 2021-2022 BUDGET WORKSHEET

Created:  
Revised:  
Revision #

3/26/2021

#4

		2020-2021 Budget	2020-2021 Actual @ 2/28/2021	2020-2021 Estimated Total	2021-2022 Requested	2021-2022 Revised	Comment
<b>912 - DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT PROPERTY TAX FUND</b>							
<b>REVENUES</b>							
<b>TAXES</b>							
912.000.4101	Real Estate Tax	190,000.00	170,381.82	255,572.73	170,000.00		
912.000.4102	Delinquent Real Estate Taxes	0.00	34,401.84	51,602.76	35,000.00		
912.000.4105	Interest On Delinquent Taxes	0.00	7,576.84	11,365.26	10,000.00		
<b>TAXES TOTAL</b>		<b>190,000.00</b>	<b>212,360.50</b>	<b>318,540.75</b>	<b>215,000.00</b>	<b>0.00</b>	
<b>MISCELLANEOUS</b>							
912.000.4901	Interest Income	500.00	121.31	181.97	250.00		
<b>MISCELLANEOUS TOTAL</b>		<b>500.00</b>	<b>121.31</b>	<b>181.97</b>	<b>250.00</b>	<b>0.00</b>	
<b>TOTAL REVENUES</b>		<b>190,500.00</b>	<b>212,481.81</b>	<b>318,722.72</b>	<b>215,250.00</b>	<b>0.00</b>	
<b>EXPENSES</b>							
<b>CONTRACTUAL SERVICES</b>							
912.000.5406	Contracted Services	25,000.00	8,550.00	12,825.00	25,000.00		Public infrastructure improvements
912.000.5419	Property Improvement Incentives	20,000.00	26,487.00	39,730.50	89,000.00		Façades, windows, brickwork, signs
							EDC administration, rental subsidies, Pitch Pool program, sales tax rebates on building materials, property tax rebates
912.000.5421	Economic Development Incentives	45,000.00	7,050.00	10,575.00	35,000.00		
<b>CONTRACTUAL SERVICES TOTAL</b>		<b>90,000.00</b>	<b>42,087.00</b>	<b>63,130.50</b>	<b>149,000.00</b>	<b>0.00</b>	
<b>CAPITAL OUTLAY</b>							
912.000.5500	Principal & Interest	149,500.00	487.50	731.25	141,806.06		\$115K NID, \$34.5K parking garage
912.000.5502	Capital Improvement Plan	20,000.00	0.00	0.00	40,000.00		Ice Rink
<b>CAPITAL OUTLAY TOTAL</b>		<b>169,500.00</b>	<b>487.50</b>	<b>731.25</b>	<b>181,806.06</b>	<b>0.00</b>	
<b>TRANSFERS</b>							
912.000.5635	Transfer to Downtown NID Debt Service Fund	0.00	4,397.00	6,595.50	20,810.00		
<b>TRANSFERS TOTAL</b>		<b>0.00</b>	<b>4,397.00</b>	<b>6,595.50</b>	<b>20,810.00</b>	<b>0.00</b>	
<b>MISCELLANEOUS</b>							
912.000.5806	Miscellaneous	10,000.00	0.00	0.00	5,000.00		
<b>MISCELLANEOUS TOTAL</b>		<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>0.00</b>	
<b>TOTAL EXPENSES</b>		<b>269,500.00</b>	<b>46,971.50</b>	<b>70,457.25</b>	<b>356,616.06</b>	<b>0.00</b>	
<b>NET REVENUE / EXPENSES</b>		<b>(79,000.00)</b>	<b>165,510.31</b>	<b>248,265.47</b>	<b>(141,366.06)</b>	<b>0.00</b>	
<b>918 - DOWNTOWN NID DEBT SERVICE FUND</b>							
<b>REVENUES</b>							
918.000.4608	Transfer From Cap Imp Sales Tax Fund	0.00	67,222.20	100,833.30	121,000.00		
918.000.4629	Transfer From Downtown Property Tax Fund	0.00	4,397.00	6,595.50	20,810.00		
918.000.4901	Interest Income	0.00	0.00	0.00	200.00		
<b>TOTAL REVENUES</b>		<b>0.00</b>	<b>71,619.20</b>	<b>107,428.80</b>	<b>142,010.00</b>	<b>0.00</b>	
<b>EXPENSES</b>							
918.000.5500	Principal & Interest	0.00	0.00	0.00	128,914.60		
<b>TOTAL EXPENSES</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>128,914.60</b>	<b>0.00</b>	
<b>NET REVENUE / EXPENSES</b>		<b>0.00</b>	<b>71,619.20</b>	<b>107,428.80</b>	<b>13,095.40</b>	<b>0.00</b>	

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #5.

Department: Administration

Date: April 5, 2021

**Agenda Item:** An Ordinance Approving A Cooperative Funding Agreement Between The City Of Moberly, The Downtown Moberly Community Improvement District, Main Street Moberly, Inc., And Moberly Chamber Of Commerce To Fund A Macker Basketball 3 On 3 Basketball Tournament

**Summary:** The Chamber has an opportunity to bring the Gus Macker 3 v 3 basketball tournament to Moberly, this event requires \$10,000 plus \$2,000 for travel costs. This joint agreement will provide the necessary resources from the various entities to fund this event. It will be held during Junk Junction and authorizing this agreement will allow the Chamber to move this project forward

**Recommended**

**Action:** Approve this ordinance

**Fund Name:** N/a

**Account Number:** N/A

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

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

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

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

**AN ORDINANCE APPROVING A COOPERATIVE FUNDING AGREEMENT BETWEEN THE CITY OF MOBERLY, THE DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, MAIN STREET MOBERLY, INC., AND MOBERLY CHAMBER OF COMMERCE TO FUND A GUS MACKER BASKETBALL 3 ON 3 BASKETBALL TOURNAMENT.**

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

**SECTION ONE:** The Gus Macker Basketball 3 on 3 Basketball Tournament has proposed conducting a basketball tournament within the City of Moberly.

**SECTION TWO:** The City, the Downtown Moberly Community Improvement District, Main Street Moberly, Inc., and Moberly Chamber of Commerce (taken together as the “Parties”) have been asked to front various costs associated with putting on the tournament.

**SECTION THREE:** City staff has negotiated a contract between the Parties in the form attached hereto which includes the financial commitment of each Party.

**SECTION FOUR:** The City Council hereby approves the Cooperative Agreement and authorizes the City Manager to execute the Cooperative Agreement on behalf of the City of Moberly and ratifying the signature of Troy Bock to the Agreement on behalf of the Moberly Parks and Recreation Board.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 5th day of April, 2021.

**ATTEST:**

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

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

**COOPERATIVE FUNDING AGREEMENT**

THIS COOPERATIVE FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the 17 day of March, 2021, by and among the CITY OF MOBERLY, MISSOURI, acting by and through its Tourism Advisory Commission (the “**Commission**”); the CITY OF MOBERLY, MISSOURI, acting by and through its Parks and Recreation Board (the “**Park Board**”); the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivisions (the “**District**”); MAIN STREET MOBERLY, INC., a Missouri nonprofit corporation (“**MSM**”); and the MOBERLY CHAMBER OF COMMERCE, INC., a Missouri not for profit corporation (the “**Chamber**” and, together with each of the foregoing, collectively, the “**Parties**”).

**RECITALS**

A. Macker Basketball, LLC, a Michigan limited liability company (“**Macker**”) engages in the business of promoting, organizing, and conducting annual three-on-three basketball tournaments (each a “**Tournament**”) in accordance with the terms and conditions set forth in a certain General Tournament Policy document, a copy of which is attached as Exhibit A to and incorporated by reference in this Agreement (the “**Tournament Policies**”).

B. The Parties are desirous of contributing to the sponsorship of a Tournament to be held at a location within the corporate limits of the District and providing for the promotion, organizing, and conduct such a Tournament in accordance with the Tournament Policies and to facilitate the aforesaid to cooperatively provide for reimbursement of certain fees associated with the Tournament, all subject to the terms and conditions of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the above premises and mutual covenants and agreements contained in this Agreement, and for the sum of One Dollar (\$1.00) paid in hand and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Costs; Sources of Funds; Cost-Sharing Arrangements Termination.** Tournament fees to be cooperatively funded pursuant to this Agreement shall include and shall be limited to the following:

Service and Promotional Fees:	\$10,000.00
Travel Costs:	\$ 2,000.00

Subject to the terms and conditions set forth in this Agreement, each of the Parties shall make available toward the securing of a three-on-three basketball tournament to be held during calendar year 2021 at a location within the corporate limits of the District (the “**Downtown Tournament**”) to the Chamber as sponsor of the Downtown Tournament as in this Agreement provided the following respective amounts (collectively, the “**Contributed Funds**”):

MSM.....	\$1,000.00
The Commission .....	\$1,000.00

The Park Board .....	\$2,000.00
The District .....	\$3,000.00
The Chamber .....	<u>\$5,000.00</u>
TOTAL:	\$12,000.00

In each case the Contributed Funds shall be sourced only from legally available monies; *provided that* amounts to be contributed by the Chamber may be a combination of the Chamber’s own funds together with funds obtained from third-party party sponsors. In the event for any reason the Downtown Tournament is not actually held by December 31, 2021, as provided in this Agreement, the Chamber shall reimburse the remaining Parties in the respective amounts of the Contributed Funds not later than January 31, 2022 and upon the delivery and receipt of all such reimbursements this Agreement shall terminate and no Party shall have any further obligation to any other Party hereunder.

(a) *Further Acknowledgements; Limitations.* The Parties hereby acknowledge that the Contributed Amounts may not represent the entire amount of costs and expenses required to realize the Downtown Tournament and that contractual arrangements with Macker may require that under certain circumstances the contracting party may bear various additional costs and expenses. The Parties hereby further acknowledge, intend, and agree that the foregoing Contributed Funds shall apply only to the first of a potential three-year Tournament schedule. Accordingly, the Parties hereby further agree that:

NOTHING IN THIS AGREEMENT SHALL REQUIRE ANY PARTY TO MAKE AVAILBLE OR CONTRIBUTE ADDITIONAL FUNDS OR RESOURCES OF ANY KIND OTHER THAN THE RESPECTIVE PORTIONS OF THE CONTRIBUTED FUNDS IN RESPECT OF THE DOWNTOWN TOURNAMENT OR ANY OTHER TOURNAMENT WHETHER OR NOT PART OF A THREE-YEAR TOURNAMENT SCHEDULE.

(b) *Contractual Arrangements.* The Chamber in its own name shall contract with Macker for services in conjunction with the Downtown Tournament (the “**Macker Contract**”) only and no other Party to this Agreement shall be a party to the Macker Contract. Nothing in this Agreement shall require any Party other than the Chamber to enter into any contract or agreement whether written or oral, other than this Agreement, in furtherance of the Downtown Tournament or any related activity or endeavor. The Parties further designate the Chamber to act on behalf of the Parties to administer the Contributed Funds as provided for in this Agreement. The Chamber agrees to accept such Contributed Funds and to maintain proper books and accounts through its existing staff and employees, all at no cost or expense to any other Party.

**2. Further Understandings of the Parties; Future Tournaments.** The Parties further understand that under current arrangements if, for any reason, the Chamber decides not to conduct or sponsor future Tournaments, the Chamber must so notify Macker in writing on or before October 1 of the year in which the Tournament occurs. The Parties hereby agree that the Chamber remains free to act and make binding decisions respecting any such future Tournaments, but solely on behalf of the Chamber; and *provided further that* nothing in this Agreement shall grant agency or derivative authority to the Chamber to bind or obligate any other Party to this Agreement.

3. **Release and Indemnification.** In further consideration of the Parties agreeing to make available the Contributed Funds subject to the terms and conditions of this Agreement, the Chamber hereby: (i) releases each of the other Parties, their respective officers, directors, parent organizations, agents, employees, and attorneys, whether or not compensated, from and (ii) agrees to indemnify, defend and hold harmless each of the foregoing from any and all claims, demands, actions, causes of action or other liabilities and/or damages, whether known or unknown, whether existing at law, by statute or in equity, arising in any way from the Downtown Tournament or any future Tournament, or from the actions or omissions of any kind of the Chamber or by their respective officers, directors, parent organizations, agents, employees, and attorneys, whether or not compensated related to or arising from the Downtown Tournament or any future Tournament.

4. **Further Representations.** Each of the Parties to this Agreement hereby represents and warrants to the other Parties as follows: (i) that such Party has full power and authority to execute and deliver and perform the terms and obligations of this Agreement applicable to such Party; and (ii) that such Party and the signatory below has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to bankruptcy and other laws affecting creditors' rights generally and to general principles of equity.

5. **Notices.** All notices between or among the Parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to the Commission or to the Park Board      City of Moberly  
101 West Reed Street – City Hall  
Moberly, Missouri 65270  
Attention: City Manager

If to the District:                      Downtown Moberly Community Improvement District  
101 West Reed Street  
Moberly, Missouri 65270  
Attention: Chair and Board of Directors

with a copy to:                              Cunningham, Vogel & Rost, P.C.  
333 South Kirkwood Road, Suite 300  
St. Louis, Missouri 63122  
Attention: Thomas A. Cunningham, Esq.

If to MSM:                                      Main Street Moberly, Inc.  
112 North 4th Street  
Moberly, Missouri 65270  
Attention: Executive Director

If to the Chamber: Moberly Area Chamber of Commerce  
211 West Reed Street  
Moberly, Missouri 65270  
Attention: Executive Director

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

6. **Termination.** This Agreement may be terminated by any Party upon written notice to the remaining Parties received prior to the effective date of any agreement between the Chamber and Macker.

7. **No Personal Liability.** No present or future official, agent, employee, or representative of any Party shall be personally liable to any other for any default, breach of duty or other claim arising from this Agreement or actions hereunder.

8. **No Waiver of Sovereign or Official Immunity.** Nothing in this Agreement shall be deemed or give rise to a waiver of the sovereign or official immunity of the City of Moberly acting in any capacity, the Park Board, the Commission, or the District.

9. **Relationship of the Parties; No Third-Party Beneficiaries.** Nothing contained in this Agreement nor any act of any Party shall be deemed or construed to create a partnership or agency relationship among the Parties or between any Party and any other Party or their agents or representatives unless otherwise expressly provided in this Agreement and this Agreement is and shall be limited to the specific purposes set out herein. This Agreement is not intended to and shall not create any rights enforceable by any third-party beneficiary.

10. **Entire Agreement; Amendment.** The Parties agree that this Agreement constitutes the entire agreement among the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties with respect to the subject matter hereof. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of each of the Parties.

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

12. **Choice of Law; Venue.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The Parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

**IN WITNESS WHEREOF**, the Parties have each caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto and attested to as of the date first above written.

**CITY OF MOBERLY, MISSOURI**, acting by and through its Tourism Advisory Commission

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

ATTEST:

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

**CITY OF MOBERLY, MISSOURI**, acting by and through its Parks and Recreation Board

By: [Signature]  
Title: Director

ATTEST:

By: [Signature]  
Title: Office manager

**DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT**

By: [Signature]  
Chair

ATTEST:

By: [Signature]  
Secretary

**MAIN STREET MOBERLY, INC.**

By: [Signature] - President  
Printed name: Doug Sharp  
Title:

ATTEST:

By: [Signature]  
Title: Executive Asst

**MOBERLY CHAMBER OF COMMERCE,  
INC.**

By: Heather Martin  
Executive Director      President

ATTEST:

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

EXHIBIT A

TOURNAMENT POLICY DOCUMENT

# Tournament Policy



**MACKER BASKETBALL, LLC**  
107 E. Main St., Suite 3  
Belding, MI 48809  
Ph: 616-794-1445  
Fax: 616-794-1472  
[www.macker.com](http://www.macker.com)

# ***Gus Macker Basketball - 2021***

## **GENERAL TOURNAMENT POLICY**

### **Basic Rules**

1. Gus Macker National recommends that all 2021 tournaments charge a Team Entry Fee of **\$160.00** plus online fee (to be determined).
2. No "late teams" will be allowed. If a tournament has not met its goals for the estimated number of teams, Local Organizer may extend the entry deadline only with prior approval of Macker Basketball, LLC. All considerations should be given to the scheduling and mailing process necessary to keep teams informed. (As a general rule, Macker will only authorize an extension of the online entry deadline, and not the postmark deadline.)
3. All communities are required to make a charitable contribution as a result of their tournament proceeds.
4. Tournaments must present each player with a complimentary T-shirt, which meets Gus Macker specifications and is purchased from the Macker National Supplier - "Contract Customizing". The player t-shirt cost for 2021 will be \$3.85 per shirt.
5. Gus Macker will be responsible for the tournament operations system. Gus Macker "National" Staff will have final authority and administrative control over the Tournament Operations on-site; preceding, during and concluding the actual event.
6. **Gus Macker will be the only entity to deal with the following player information: substitutions, roster changes, player eligibility, scheduling, and registration.**
7. In order to uphold the integrity of the tournament and provide the highest quality event for players, Gus Macker establishes specifications for the various products and services necessary to conduct the event. Local Organizers must meet these specifications unless a written exemption is granted by Gus Macker.

### **Publications**

8. Gus Macker shall provide four (4) standard publications to the players and general public, which meet Macker specifications.
  1. Local Postcards
  2. Mackerville Gusette Newspaper (optional)
  3. DQ Magazine (Nationally Produced)
  4. Poster
9. Macker will layout and typeset the "national information" for the Local Post Cards, and Posters, with Communities providing local story and local sponsorship logos and content.
10. Local Organizers have the option to produce a Mackerville Gusette Newspaper for their tournament. Local Organizers are responsible for the production and layout of the Gusette; however, Macker will provide the necessary "camera-ready" national information that is required in each Gusette. Gus Macker suggests that Local Organizers mail the Mackerville Gusette using one of the following two (2) methods:
  - First-Class to captains only, or
  - Bulk rate to all players

The Local Organizer's decision is based on the time available between computer team processing and the tournament date. The method chosen must ensure delivery of the Gusette to players prior to the tournament weekend.

- 11. Local Organizers may print a separate "Gusette-style" brackets section to be inserted into the traditional Gusette for on-site distribution. This will keep players aware of their team's status, take pressure off the Bracket Tent and further assist the Game Officials. Gus Macker will provide the bracket schedules upon request.

## Tournament Operations

- 12. Tournaments must use official Gus Macker portable baskets for tournament play.
- 13. Tournaments are required to verify height of every player at on-site registration.
- 14. All tournaments' on-site "Player Registration" will be by "COURT" rather than "alphabetical" format.
- 15. All tournaments must have "Player Registration" on-site on both Friday and Saturday during the following times:

Friday	4:00pm to 7:00pm
Saturday	7:00 am to 12:00 noon

Local Organizers may extend the hours for Player Registration beyond Macker's guidelines if necessary.

- 16. Tournament Opening Ceremonies shall be at 8:00am, with games starting at 8:30am on Saturday morning. (Exception: a few brackets may deviate from this format)
- 17. Local Organizations are responsible for truck transportation of portable baskets and equipment to the tournament site from a prior tournament location(s) or Macker warehouse as designated by Macker.
- 18. Gus Macker reserves the right to hire paid help through Manpower or other employment agency if the quality and quantity of volunteers are inadequate (cost to be billed to Local Organizer).
- 19. Local Organizations are required to secure sufficient numbers of Game Officials, GusBusters, Volunteers, Security and Medical through their organization.
- 20. Communities are responsible for securing the Medical services and personnel needed for the complete tournament weekend.
- 21. Communities are responsible for securing the Security services and personnel needed for the complete tournament weekend.
- 22. Walkie Talkies – Local Organizers shall be responsible for supplying the walkie talkies necessary for two-way communication on-site. The minimum number of walkie talkies to be provided is as follows:
  - 1 – HeadBuster
  - 1 each – SuperBuster (1 per 5 courts)
  - 1 – Medical
  - 1 – Police
  - 1 – Stage/PA
  - 4-8 – Macker National Staff
- 23. Local Organizers must provide water and/or liquids FREE to players. Water may be delivered to the courts or well-positioned water stations may be adequate.
- 24. Local Organizers are responsible for providing onsite food and drink for local volunteers and Macker National Staff.

- 25. Local Organizers shall have two (2) options with regard to the Game Officials program and how games are to be called:

<p>A. <b>Registered Basketball Officials - "Neighborhood Rules"</b></p> <ul style="list-style-type: none"> <li>▪ Junior and Adult Courts – All fouls and violations called by the Official</li> <li>▪ Top Mens' and Womens' – games called by experienced registered officials</li> <li>▪ A special notice regarding the rules and calling of all games by the Official must be prominently published in the Postcard, Gusette, and DQ Magazine.</li> </ul>
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- or -

- B. **GusBusters - Gus Macker "Original Rules"**
  - Junior Rules (ages 18 & Under) – games called by GusBuster
  - Adult Rules (ages 19 & Over) – players call fouls and violations – GusBuster monitored
  - Top Mens' and Womens' – games called by experienced registered officials

### Team Registration

- 26. Local Community Organizations may reasonably limit the number of teams participating with prior approval from Gus Macker. The set limit must be prominently displayed in the Team Entry Postcard.
- 27. Gus Macker will set the Team Entry Deadlines. The Team Entry Deadline for teams to enter via 'regular' mail will be set a minimum of 21 days prior to the tournament date. The deadline is considered met when postmarked by the U.S. Postal Service. The online deadline will be set a minimum of 18 days prior to the tournament date.
- 28. Local Organizers must request an extension of their Team Entry Deadline from Gus Macker BEFORE formally changing the date with the public.  
In either case, the deadlines will expire as of midnight (Eastern Standard Time) on the designated date.
- 29. Each Local Organization may have complimentary teams in their tournament. The following are possible "FREE" teams:
  - a. Media
  - b. Corporate
  - c. Promotional/Sponsor

For billing purposes, Gus Macker will allow a limited number of verified complimentary teams to "deduct" from the total number of "billable" teams as follows:

<u>Total Teams</u>	<u>Comp. Teams Allowed</u>
0-499	10 Comp Teams
500-999	15 Comp Teams
1000 & over	25 Comp Teams

- 30. TEAM REGISTRATION OPTIONS** - All teams will have additional online signup category options. Starting for the 2021 season, the Macker website will have these options for team signups:
- Male
  - Female
  - Top Division
  - Wheelchair
  - Special Needs
  - Mini-Macker - 8 and under (8'/9' hoop height)

## **Alcohol / Tobacco Restrictions**

- 31.** No Alcoholic beverages are allowed on-site at a Gus Macker Tournament; including players, spectators, volunteers and local and/or national staff members.
- 32.** No sales and/or sampling of alcohol and tobacco products or related signage on-site or in conjunction with Gus Macker Tournaments.
- 33.** No alcohol and/or tobacco sponsorship will be allowed at the local and/or national level. This specifically refers to name brands and related promotions or products; thus prohibiting sponsorship for "low-alcohol", "near-beer", etc...(e.g. Miller Sharps, Coors Cutter).

## **Sponsorship Guidelines**

- 34.** All tournaments must allow equal participation by National Sponsors and/or their local retailer.
- 35.** Local Sponsors must be non-competing products and/or services to National Sponsors.
- 36.** The highest level allowed a Local Sponsor is "Presenting" level, with no local groups achieving "Title" Sponsorship (e.g. Pizza Hut/Pepsi "present" Gus Macker).
- 37.** Local Sponsorships will not receive backboard or front space on the portable basket, because this area is reserved for the National Sponsors.

## Hotel Guidelines

- 38. Local Community Organizations shall arrange for "complimentary" rooms at a local hotel/motel for tournament weekend national staffing. The "Host Hotel" would provide a "minimum" of 15 room nights (2 double beds) in approximately the following format:

Wednesday – 1 room
Thursday – 2 rooms
Friday – 5 rooms
Saturday – 5 rooms
Sunday – 1 room

(The actual number of rooms per night will be determined by the number of teams and Macker Staff actually scheduled for your tournament.)

- 39. "Host Hotel" assistance may not be credited back to Travel Expenses under the Community contract. The Housing Program is considered "in-kind" assistance and in problem situations Gus Macker reserves the right to step in and make a deal with local hotels.

## Retail / Logo Restrictions

- 40. Local Organizers may sell or produce one Gus Macker logo'd item bearing the Gus Macker name or logo, as specifically set forth in the "Trademark" section of the Gus Macker Retail Booklet" of this Manual. Gus Macker retains ownership of the name "GUS MACKER" and the "MACKER MAN" logos at all times.
- 41. Gus Macker will provide an organized on-site retail sale program titled "Threads by Gus". These licensed products will be sold by national staffing with a 5% royalty of gross sales given back to Local Organizers. The "Threads by Gus" tent must be located in a prominent high-traffic area at the tournament site (i.e. as close as possible to the sound stage and center court areas).

## Awards

- 42. Each Gus Macker Tournament must distribute the following trophies to the participants in their tournament, meeting Macker specifications and purchased from the Macker National Supplier - "Mike Marks Pro Shop". The trophy cost for 2021 will be \$310.00 per division.

<b>First Place</b>
▪ 4 individual trophies
<b>Second Place</b>
▪ 4 individual trophies
<b>Third Place</b>
▪ 4 individual trophies
<b>Toilet Bowl</b>
▪ 4 individual toilet awards

## Team Processing / Scheduling

43. Gus Macker will receive and process all team applications and fees as follows:
1. All team fees will be deposited by Macker into a general account.
  2. Computer generated Summary Statements with Registered Team Logs and checks are available upon request to Local Organizers on a periodic basis, but only when 50 or more team applications and fees are processed for your tournament. The vast majority of teams will sign-up at the entry deadline date. Therefore, Local Organizers will receive most or all of their portion of the team fees after the deadline and after teams have been processed by Macker.
  3. Accompanying the above-mentioned reports, Gus Macker will distribute checks to the Local Organizer for 70% of the team fees collected, less any unpaid portion of the License / Promotion Fee and contracted travel allowance (provided your account is current) and to Macker Basketball, LLC for 30% of the team fees collected. If your account is not current, or you have a history of "slow" payment, any past due amounts will also be deducted from the team fees due to you.
44. Gus Macker will own and control the computer "division breakdown" program and its administration. Community organizations are asked to handle incomplete applications prior to sending them to Gus Macker.
45. The tournaments Mailing List, including e-mail addresses, remain the sole ownership of Gus Macker according to community contracts.
46. The Computer Mailing List is available to Local Organizers for Local Post Card distribution and local sponsor benefits.

## Website / Team Communication

47. Macker Basketball, LLC. creates and maintains a "national" website ([www.macker.com](http://www.macker.com)) for players, spectators, and the general public. Macker provides Local Organizers with the opportunity to create their own custom local Macker website. These local sites will be 'linked' directly from [www.macker.com](http://www.macker.com) through the Tournament Schedule posted on the Macker site.
48. Gus Macker will post online the brackets/schedule together with other local information (e.g. site map, driving directions and schedule of events).
49. Gus Macker will create/build a local city webpage for each tournament. Local Organizers are required to provide Macker headquarters with basic information such as: Local Covid Rules, Photos, Introduction Verbiage, Local Sponsor Logos/Links, Site Map, Schedule of Events, Driving Directions, Videos and Social Media.

## Tournament Sound System

50. **MACKER LOCAL ORGANIZERS ARE REQUIRED TO HAVE AN EVENT SOUND SYSTEM THAT PROVIDES SOUND FOR THE ENTIRE TOURNAMENT SITE.** MACKER National will provide a staff person to manage the music and announcements for this program. Local organizers may provide written or pre-recorded commercials for their local business sponsors. Please refer to the Macker Magic Manual for Sound System specifications.

## Trophy Shipment

51. Macker National Headquarters will provide the shipment of trophies to your event. This will be accomplished by using the Foreman's Rental Truck arriving on Wednesday evening or Thursday morning to your community. Local organizers will not be charged for this service.

## Extra Services

52. **DREAM COURT** - Gus Macker currently has two complete Dream Court Special event systems available per weekend. Local Organizers may request to have Macker National bring the Dream Court to their event. National and Regional Sponsorships may pay for this event and may dictate the tournament locations to receive this benefit. Macker has a priority selection process for having Dream Court at your event, history, local sponsorships and availability are a few of the noted reasons for securing this event. Those having Dream Court must provide the following local staffing:
- Game Official
  - Scorekeepers
  - Host/Hostess
53. **MACKER NATIONAL STAFF** - Macker National Headquarters will provide each city with a traveling National Event Staff to help manage and supervise your tournament. Macker Headquarters will decide on who works your event. Macker will consider past relationships, geographical proximity, event size, needed services and type of event when choosing the staff.
54. **TOURNAMENTS UNDER 100 TEAMS** - All Macker Tournaments are on a weekend, Saturday and Sunday format. The only allowed exception is if your event is less than 100 teams. These city groups may elect to hold their events on a "Saturday-only" basis. This decision must be a joint decision between Macker National and the local host organization.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #6.  
Department: Administration  
Date: April 5, 2021

**Agenda Item:** A Resolution Authorizing The City Manager To Enter Into An Addendum Agreement With SCG Consulting Services, LLC For Professional Management Services.

**Summary:** Attached is an addendum to the existing consulting agreement for 911 consulting services that covers any additional work that SG Consulting will do on the 911 equipment replacement grant project. This approach uses the time and material consulting rates specified in the original agreement for work completed outside the original contract scope.

SG Consulting has lots of experience with project management and technical representation on these kinds of projects. For example, the Maryville project involved technical oversight for the implementation of new 911 phones, radio console, recorder and modular furniture. SG Consulting will be plugged into the process with A&W Communications and be involved in project management.

The implementations for new call handling are typically a 60–75-day process. SG Consulting will host or participate in bi-weekly status calls for the first 30-45 days and then do weekly calls for the 3 weeks leading up to the implementation to make sure everyone is on the same page. SG Consulting will participate in project management and coordination with A and W Communication and Howard County 911. After this initial review and oversight. SG Consulting and the City will decide if any additional oversight and project management is needed. SG Consulting just finished up a couple of these projects where the vendor (A and W) held meetings and calls where SG Consulting attended as a representative of the customer and helped them when questions came up about system, transfer programming, and other minor items. Customers sometimes want to know what other agencies do and what the pros and cons were for some decisions on system configuration which SG Consulting can assist with. With the City of Moberly lacking this type of technical expertise, staff is recommending SG Consulting provide project management services as needed to make sure this grant project and the connection to Howard County is properly planned, discussed with stakeholders, reviewed and carried out according to state and local guidelines.

**Recommended**

**Action:** Approve this ordinance

**Fund Name:** N/a

**Account Number:** N/A

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

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

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADDENDUM AGREEMENT WITH SCG CONSULTING SERVICES, LLC FOR PROFESSIONAL MANAGEMENT SERVICES.**

**WHEREAS**, on December 28, 2020 the City of Moberly and SCG Consulting Services, LLC (“SCG”) entered into a Professional Services Agreement for the preparation of a 911 Call Center analysis; and

**WHEREAS**, the City is now in need of project management services for 911 equipment replacement and SCG is qualified to provide such service; and

**WHEREAS**, attached hereto is a proposed Addendum to the Professional Services Agreement (“Agreement”) heretofore entered into between the parties outlining the general terms and conditions under which SCG will provide the project management services described above.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the Addendum and authorizes the City Manager to execute the Addendum on behalf of the City.

**RESOLVED** this 5th day of April, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



# City of Moberly City Council Agenda Summary

Agenda Number: #7.

Department: Police

Date: April 5, 2021

**Agenda Item:** A Resolution Authorizing Moberly Chamber Of Commerce To Hold An Annual Banquet Including Public Consumption Of Alcoholic Beverages.

**Summary:** Executive director of the Moberly Area Chamber of Commerce, Megan Schmitt is requesting ordinance 6-5, Public Consumption of Alcohol, be lifted for the 100 block of N 4<sup>th</sup> Street for the Chamber Banquet on May 1, 2021 from 2:00pm to 7:00pm. The Chamber of Commerce Banquet is being held at the 4<sup>th</sup> Street Theater for 2021 and a tent is being set up in the street directly in front of the theater to help with social distancing and COVID precautions. The lifting of the ordinance will be for the tent area and the sidewalk between the tent and 4th Street Theater only. Alcoholic beverages will be available, and consumption will be occurring in both the theater and the tent.

**Recommended Action** Approve this resolution

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

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

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

**A RESOLUTION AUTHORIZING MOBERLY CHAMBER OF COMMERCE TO HOLD AN ANNUAL BANQUET INCLUDING PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGES.**

**WHEREAS**, the Moberly Chamber of Commerce has sought permission to hold an annual Banquet on May 1, 2021 from 2:00 p.m. to 7:00 p.m. on 4<sup>th</sup> Street outside of the 4<sup>th</sup> Street Theatre and the surrounding sidewalks involving public consumption of alcohol; and

**WHEREAS**, Section 6-5 of the City Code prohibits public consumption of alcoholic beverages on public spaces unless specifically authorized by the City for special events; and

**WHEREAS**, city staff has reviewed the application of Moberly Chamber of Commerce to hold its special event and to authorize public consumption of alcoholic beverages on public spaces beginning at 2:00 p.m. and continuing till the conclusion of the banquet and recommends approval.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the Chamber of Commerce special event and further authorizes the consumption of alcoholic beverages on the public spaces designated herein.

**RESOLVED** this 5th day of April, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



**Moberly Area Chamber of Commerce**  
211 West Reed Street | Moberly, MO 65270  
phone 660.263.6070 | fax 660.263.9443  
www.MoberlyChamber.com

**March 4, 2021**

**To: City of Moberly**  
**RE: Annual Chamber Banquet, May 1, 2021**

Moberly Area Chamber of Commerce would like to request the following:

1. Permission to lift public consumption during the Chamber Banquet on May 1, 2021 from 2:00pm – 7:00 pm.

The Moberly Area Chamber of Commerce would like to be able to serve alcohol in the tent during our annual Chamber Banquet by a licensed bartending ser.

If the City of Moberly (or a specific department) would prefer adjustments to this request the event planning committee is open to that feedback. If any specific department has additional questions or would like to meet directly with the planning committee, please contact Megan Schmitt by email [director@moberly.com](mailto:director@moberly.com) or phone 660.263.6070. Please keep us informed about the process to complete this request.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Megan Schmitt". The signature is written in a cursive style.

Megan Schmitt  
Executive Director – Moberly Area Chamber of Commerce

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #8.

Department: Administration

Date: April 5, 2021

**Agenda Item:** A Resolution Authorizing The City Manager To Execute A Farm Lease Between The City Of Moberly, Moberly Holding Company And Larry Sanders.

**Summary:** Consideration of an updated farm lease with Larry Sander for cash rent farming at Moberly Area Industrial Park. Proposed new farm lease has similar terms to existing farm lease with respect to acreage, and length of time for this contract will be for 3-years. Modifications include edits to the number of acres farmed due to the Plumrose project. Mr. Sander has agreed to honor revised acreage.

**Recommended**

**Action:** Approve this resolution

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** 0.00

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

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FARM LEASE BETWEEN THE CITY OF MOBERLY, MOBERLY HOLDING COMPANY AND LARRY SANDER.**

**WHEREAS**, the City and Moberly Holding Company own undeveloped real estate (the “property”) in an area known as the Moberly Area Industrial Park and are desirous of leasing the acreage for cash rent; and

**WHEREAS**, Larry Sander is willing to farm the property and is an experienced and skilled farmer; and

**WHEREAS**, attached hereto and incorporated herein is a proposed three (3) year farm lease between the parties providing for cash rent per acre for the property.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the lease and authorizes the City Manager to execute the lease on behalf of the city.

**RESOLVED** this 5th day of April, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

# Farm Lease Agreement

**Lessors:**

City of Moberly  
101 W. Reed St.  
Moberly MO 65270

and

Moberly Holding Company  
115 North Williams  
Moberly, MO 65270

**Lessee:**

Larry Sander  
2046 County road 1380  
Cairo, MO 65239

**Area to be Leased:**

**Payable to City of Moberly:**

Farm #1616: Property consists of approximately 81.81 acres of cropland, more or less, in sections 25 & 26, Township 54N, Range 14W, located at approximately 3100 North Morley in Moberly, Missouri; and

Farm #1539: Property consists of approximately 18.19 acres of cropland, more or less, in the NE ¼ of NE ¼ lying East of County Road less and except: Beginning at the NE Corner TH W 222(s) S 1320'(S) E 222'(S) to POB, Section 26 Township 54, Range 14, located at approximately 2192 County Road 1325 in Moberly, Missouri; and

Farm #2805: Property consists of approximately 11.67 acres of cropland, more or less, in the Southeast Quarter of Section 23, Township 54 North, Range 14 West, Randolph County, Missouri, and being more particularly described as follows: Commencing at the Southeast corner of Section 23, Township 54 North, Range 14 West, thence North 88 degrees 13 minutes 03 seconds West a distance of 264.35 feet to an existing rod being the true Point of Beginning: thence North 88 degrees 11 minutes 02 seconds West 1075.78 feet to a point from which a found rod bears South 88 degrees 11 minutes 02 seconds East 25.65 feet; thence North 01 degrees 28 minutes 46 seconds East a distance of 751.16 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 1093.53 feet to a point from which a set rod bears South 02 degrees 49 minutes 53 seconds West a distance of 4.01 feet; thence South 02 degrees 49 minutes 53 seconds West a distance of 753.15 feet to the Point of Beginning, said tract containing 18.73 acres, more or less. Common Address: 2486 County Road 1325, Moberly, Missouri.

**Payable to Moberly Holding Company and City of Moberly**

Farm #5541: Property consists of approximately 15.25 acres of cropland owned by the city; and 32.30 acres of cropland owned by Moberly Holding Company for a total property consisting of approximately 47.55 acres of cropland more or less, in sections 23, 24, 25 & 26, Township 54N, Range 14W, located at approximately 3100 North Morley in Moberly, Missouri; and

**Payable to Moberly Holding Company**

Farm #6145: Property consists of approximately 10.63 acres of cropland, more or less, in sections 7, Township 53, Range 13, southern quarter of Lot 8 and all of lots 9 & 10, located on Omar Bradley Drive in Moberly, Missouri.

Farm #6345: Property consists of approximately 19.33 acres of cropland, more or less, in sections 7, Township 53, Range 13, north of the Orscheln Farm & Home Distribution Center located on Omar Bradley Drive in Moberly, Missouri.

<b>Total Owned by City -</b>	<b>126.92 Acres</b>
<b>Total Owned by Moberly Holding Company -</b>	<b><u>62.26 Acres</u></b>
<b>Total Leased Acres -</b>	<b>189.18 Acres</b>

**Term of Agreement:** From January 1, 2021 to December 31, 2024. This agreement is for the term stated herein and no notice of termination of the Agreement is required.

**Rental Rate:** Lessee shall pay rent of One Hundred and Seventy-Seven Dollars (\$177.00) per acre, per year. This is cash rent due and payable to Lessors. Lessors are not responsible for any expenses incurred by Lessee in farming/planting/harvesting the acreage.

**Payment:** The payment is due on December 15 each year.

**Indemnity:** Lessee agrees to defend, indemnify and hold harmless the Lessor for losses/expenses incurred by Lessee in the farming of the leased property.

**Insurance:** Lessee agrees to maintain the following insurance:

Commercial General Liability with minimum limits of \$1,000,000/occurrence and \$2,000,000 aggregate.

Automobile Liability with minimum limits of \$1,000,000/occurrence and \$2,000,000 aggregate.

Workers' Compensation insurance with statutory limits as required by law including Employer's Liability insurance with minimum limits of \$1,000,000 per accident.

**Special Agreements:**

Lessors and Lessee estimate the total tillable acres at approximately 189.180. Lessors and Lessee agree that the actual determination of acres will be made by official FSA measurements. Lessors are responsible for payment of all property taxes and shall carry their own liability insurance on the property. Lessee, in addition to insurance required above, shall carry sufficient liability insurance to cover his/her farming operations on the land. Lessee shall pay all costs associated with producing crops on this land, and shall be entitled to all agricultural production from this land. Lessee shall further be entitled to all government payments which may be applicable for any participation in government programs on the land associated with farm #5541 only.

Should the Lessors desire to convert any portion of the land covered by this lease to non-agricultural use during the term of the lease that may cause damage to or the loss of any crops, the lessee agrees to vacate the premises immediately and the following shall be used to calculate compensation to Lessee:

- If damage or crop loss takes place before July 1, compensation shall be the reimbursement of actual documented expenses to prepare land and plant the crop.
- If damage or crop loss takes place after July 1, an average of the yield of the crop from only the remaining acres covered by this lease will be used to calculate compensation.

No hazardous chemicals may be transported or stored on the property covered by this lease and the Lessee may not build structures of any kind. No equipment may be stored on the property covered by this lease and no trash, rubbish or salvage may be placed or left on the property.

Lessee further agrees to provide up to \$2,500 per year on a yearly basis for any land clearing or cleanup on the land covered by this lease free of charge to the owner. This will cover equipment and labor costs provided by the Lessee.

**Liability:** Lessors neither assumes nor accepts any and all liability for debts or activities associated with the farming of this land.

Agreed to and Signed this \_\_\_\_ day of \_\_\_\_\_, 2021 by:

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Michael Bugalski, President Date  
 Moberly Holding Company

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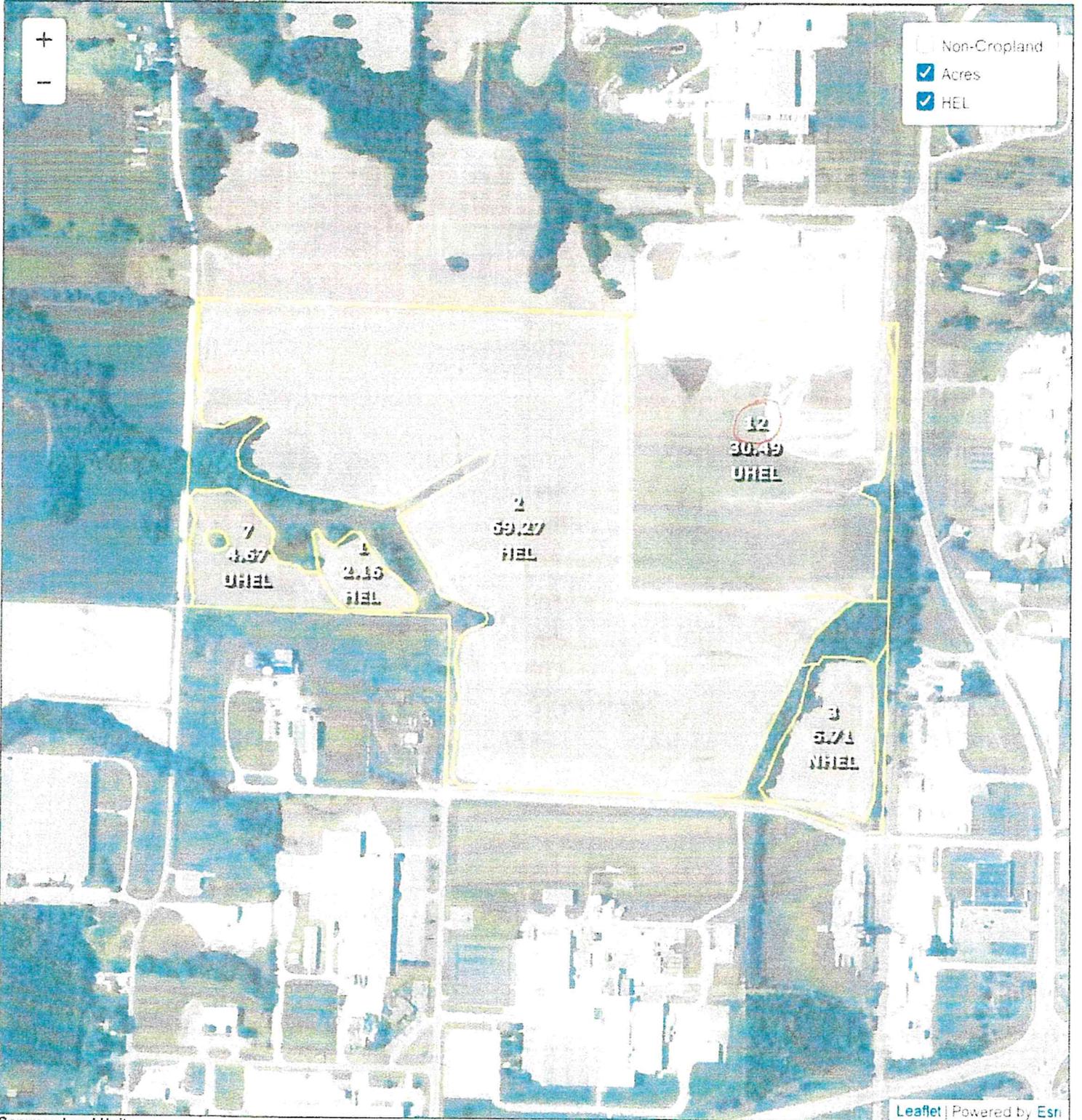
Brian Crane, City Manager  
 City of Moberly

---

Lessee Date

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Jerry Jeffrey, Chairman 3-10-21  
 Joint Board of Control for MAIP Date



Common Land Unit  
 Cropland    Non-cropland    CRP

Leaflet | Powered by Esri

Farm 1616  
 Tract 1256

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2021 Crop Year



Tract 1 of 1

United States Department of Agriculture (USDA), Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data "as is" and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (726 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



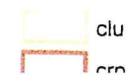
**All Measurements are for  
FSA Programs Only  
Wetland Determination Identifiers**

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

**Randolph Co. FSA**  
 SB=Soybeans-COM-GR; C=Corn-YEL-GR  
 GZ=MIXFG-IGS-GZ; FG/HY=MIXFG-IGS-FG  
 ALF=Alfalfa-FG; WW/LS=MIXFG-IGS-LS  
 WHT=Wheat-SRW-GR; Oats=Oats-SPR-GR  
 SUD/Sudan=Grass-SUD-FG; FAL=Fallow  
 CLV=Clover-Red-FG; RYE=Rye-FG  
 GRP=GRP-GZ; 47 RSORG=Sorgh-GRS-GR  
 \*Unless notated

1 inch equals 400 feet  
**Program Year: 2019**  
 Created: 4/25/2019  
 Flown: 2016-06-17



**Farm 1539  
Tract 1254**



**All Measurements are for FSA Programs Only Wetland Determination Identifiers**

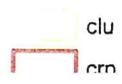
- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

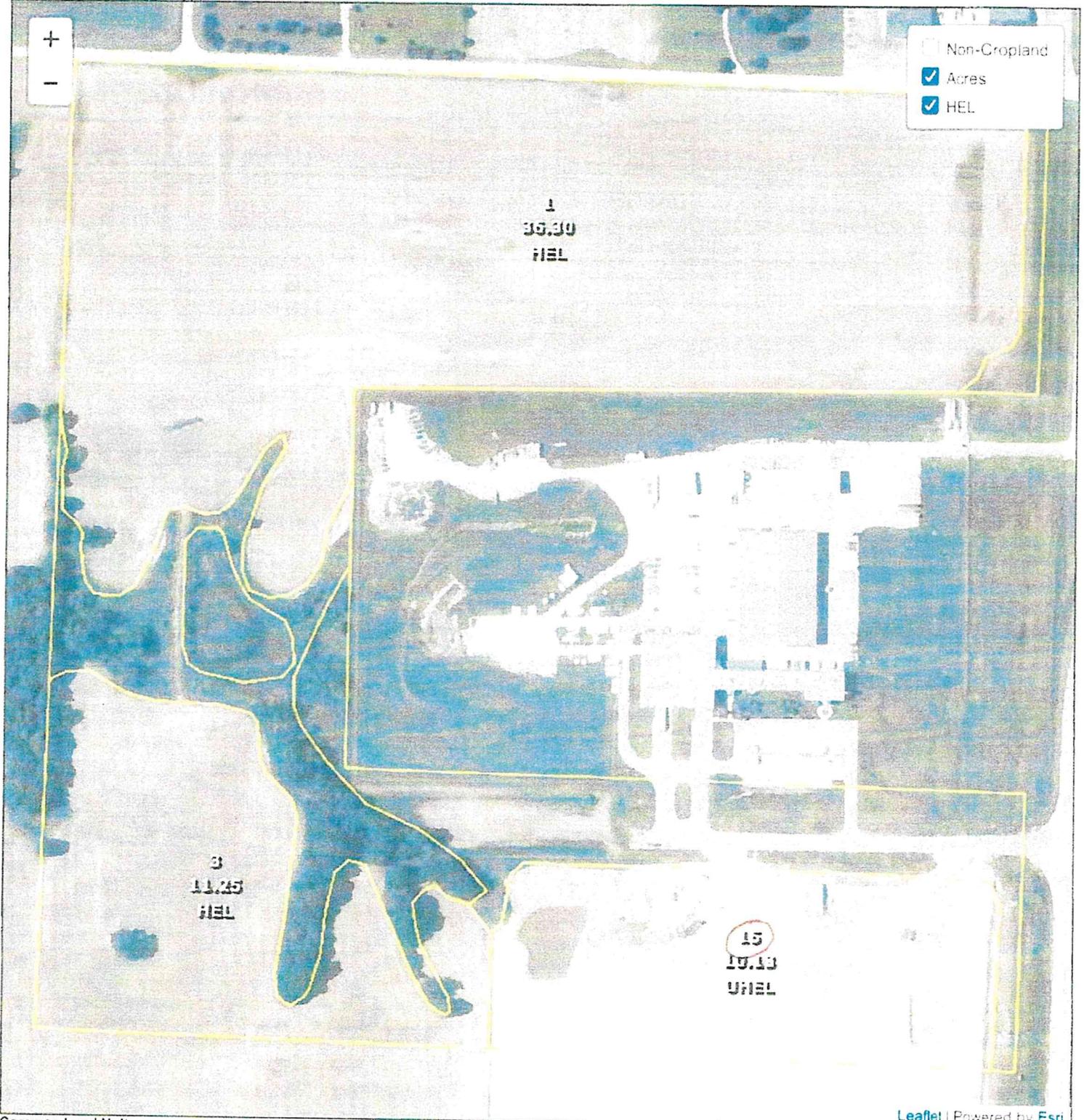
**Randolph Co. FSA**  
 SB=Soybeans-COM-GR; C=Corn-YEL-GR  
 GZ=MIXFG-IGS-GZ; FG/HY=MIXFG-IGS-FG  
 ALF=Alfalfa-FG; WW/LS=MIXFG-IGS-LS  
 WHT=Wheat-SRW-GR; Oats=Oats-SPR-GR  
 SUD/Sudan=Grass-SUD-FG; FAL=Fallow  
 CLV=Clover-Red-FG; RYE=Rye-FG  
 GRP=GRP-GZ; SRSORG=Sorgh-GRS-GR  
 \*Unless notated

48

1 inch equals 400 feet  
**Program Year: 2019**  
 Created: 4/25/2019  
 Flown: 2016-06-17



**Farm 2805**  
**Tract 8170**



Common Land Unit  
 Cropland    Non-cropland    CRP

Leaflet | Powered by Esri  
 2021 Crop Year

Farm 5541  
 Tract 10028

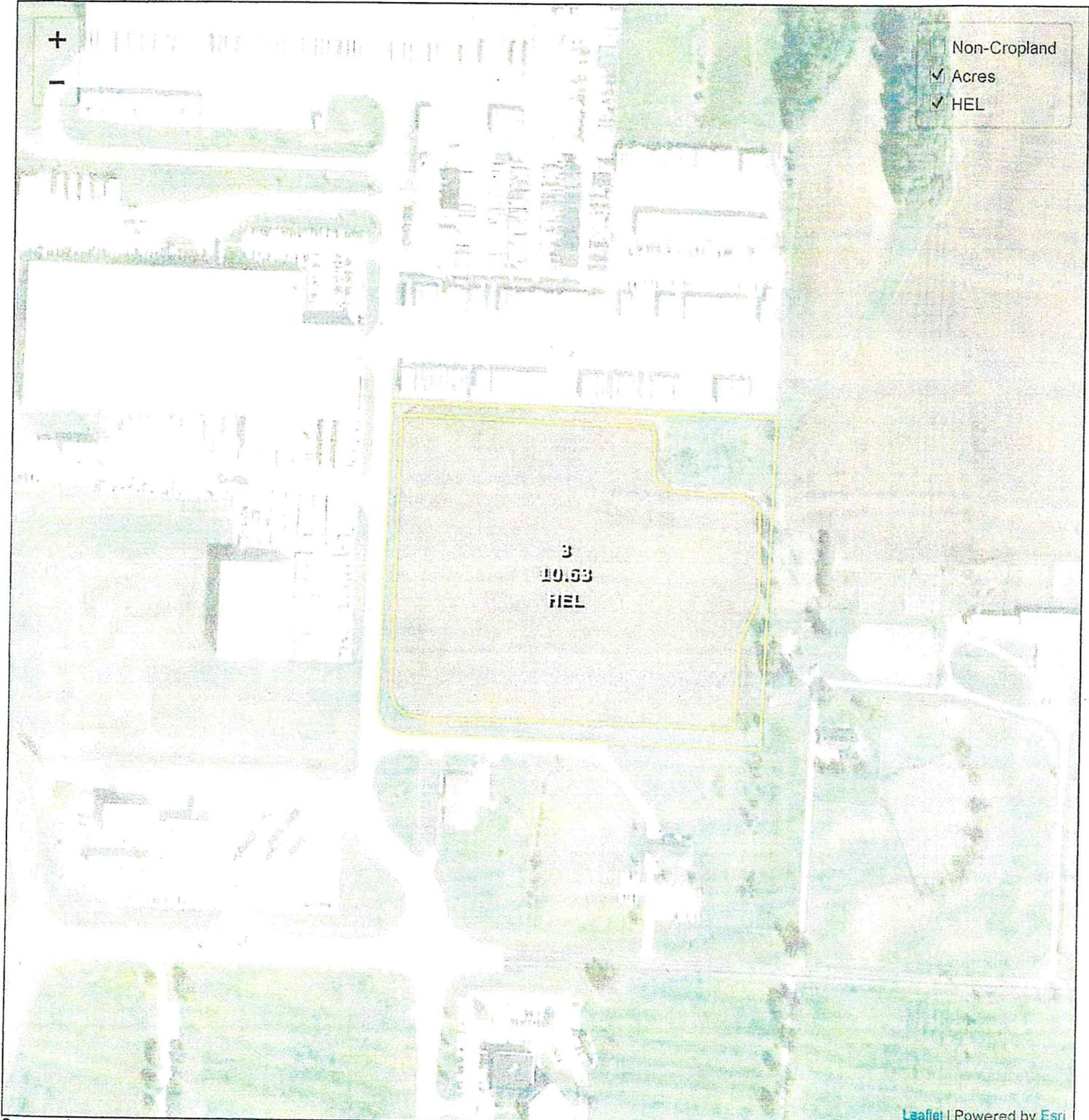
Wetland Determination Identifiers  
 ● Restricted Use  
 ● Limited Restrictions  
 ■ Exempt from Conservation Compliance Provisions



Tract 1 of 1

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (76 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

**USDA** Randolph County, Missouri



Common Land Unit  
 Cropland Non-cropland CRP

Leaflet | Powered by Esri  
 2020 Crop Year

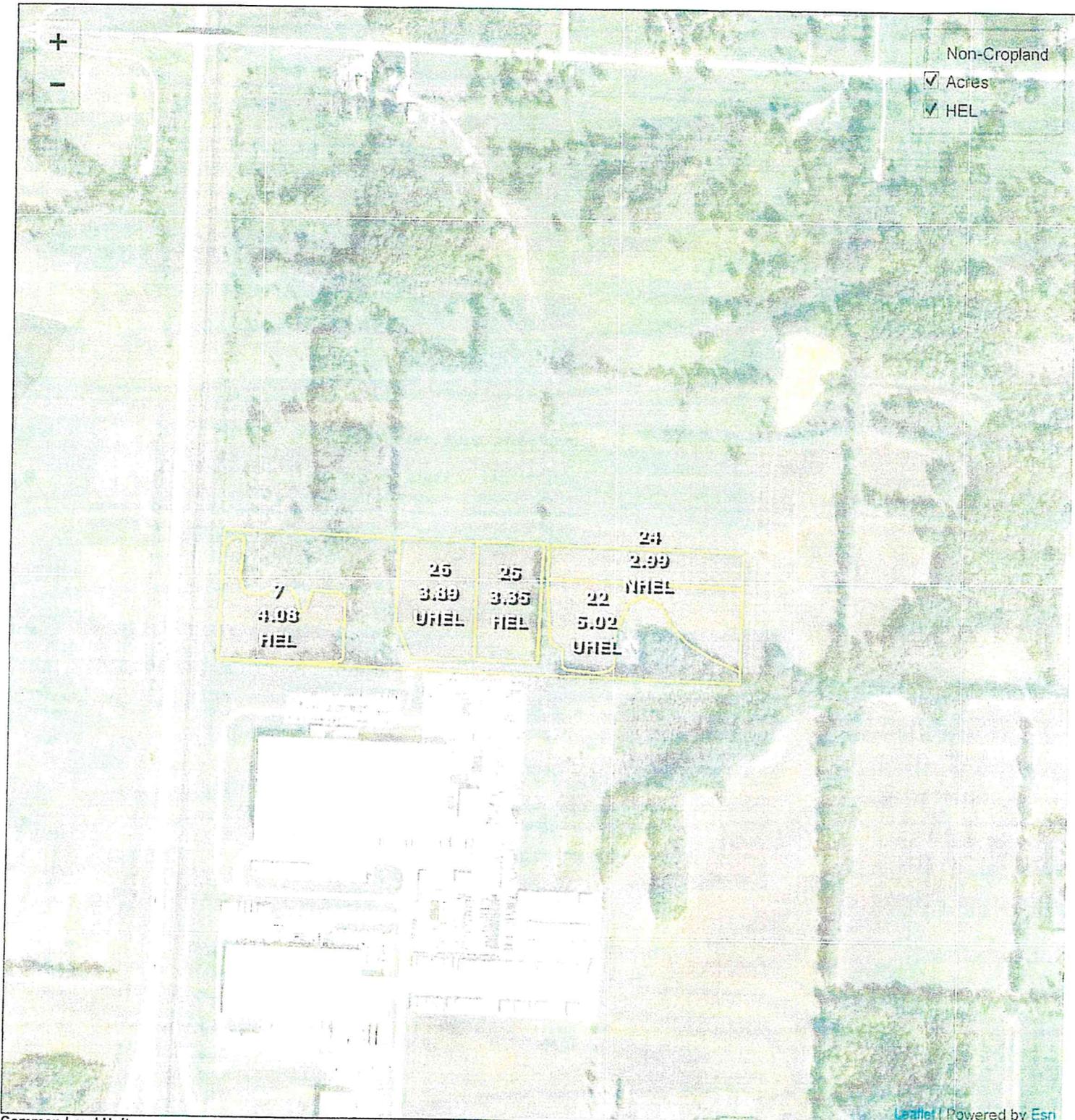
Farm 6145  
 Tract 10730

Wetland Determination Identifiers  
 Restricted Use  
 Limited Restrictions  
 Exempt from Conservation Compliance Provisions



Tract 1 of 1

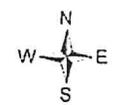
United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (NAIP-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).



Common Land Unit  
 Cropland  
 Non-cropland  
 CRP

Wetland Determination Identifiers  
● Restricted Use  
▼ Limited Restrictions  
■ Exempt from Conservation Compliance Provisions

2020 Crop Year



Tract 1 of 1

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage in any amount as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (7025 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS)

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #9.

Department: Public Works

Date: April 5, 2021

**Agenda Item:** A Resolution Approving A Lease Between The City Of Moberly, Missouri And Donald J. Shelton For Mowing The City Landfill.

**Summary:** We advertised for proposals for mowing and haying at the landfill. We received one proposal from Donald J. Shelton. Mr. Shelton gets all the hay that he bales in exchange for mowing everything at the landfill.

**Recommended**

**Action:** Accept this resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**A RESOLUTION APPROVING A LEASE BETWEEN THE CITY OF MOBERLY, MISSOURI AND DONALD J. SHELTON FOR MOWING THE CITY LANDFILL.**

**WHEREAS**, city staff advertised for proposals from interested parties to mow the former city landfill for a period of three (3) years in exchange for the right to bale and keep the hay; and

**WHEREAS**, one proposal was received from Donald J. Shelton agreeing to the advertised terms; and

**WHEREAS**, city staff recommends the acceptance of the proposal and a lease of the former city landfill for mowing purposes; and

**WHEREAS**, the proposed Lease Agreement is attached hereto.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the Lease as recommended by city staff and authorizes the City Manager to execute the lease on behalf of the City.

**RESOLVED** this 5th day of April, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

Real Estate Lease Agreement

**City of Moberly** (hereafter "Lessor") and **Donald J. Shelton** (hereafter Lessee") hereby enter into a lease agreement under the following terms:

Lessor shall convey to Lessee use of the premises at:

**Former Moberly Landfill, County Road 1257, Moberly, MO 65270**

The term of this lease shall be for a **three (3) year**, from the date of this lease until **three years thereafter** at midnight on each date. The Lessee will retain a renewal option until **sixty (60) days** before the termination date.

CONSIDERATION:

The rental of the premises is intended solely for the production and maintenance of hay. The Lessee will cut and bale according to the state's established law. The Lessee has the right to mow and hay the full extent of the property. 100% of the resulting hay shall be retained by the Lessee. The Lessee shall mow the remainder of the acreage at the time of haying as depicted on Attachment "A". One (1) week advance notice to haying shall be provided to Lessor to assure any and all equipment is out of the way.

GENERAL PROVISIONS:

The Lessee shall indemnify and hold harmless the Lessor in case of liability, damages, drought, disease or blight. All liens or claims shall be dealt with at the Lessee's expense.

The Lessor shall carry their own liability insurance on the property.

The lessor shall spray annually for teasel.

The Lessee shall be responsible for the cost of tools, equipment farming and any associated pesticides.

The Lessee shall make no alterations without written consent of the Lessor and will obtain and maintain all necessary permits for equipment and business purposes.

The Lessee/Lessor shall have the right to terminate the lease with a **thirty (30) day** notice under the following condition:

- **Failure to perform, use of the land in a manner outside of what is approved.**

Upon expiration or termination of this lease, Lessee shall return the property to Lessor in substantially the same condition in which the property was received by Lessee.

In witness to their agreement to the terms of this agreement, the parties affix their signatures below:

Dated this 3 day of march, 2021.

\_\_\_\_\_  
Lessor

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

  
\_\_\_\_\_  
Lessee

Donald J. Shelton  
510 S Allen  
Macon, MO 63552

# City of Moberly City Council Agenda Summary

Agenda Number: #10.

Department: Administration

Date: April 5, 2021

**Agenda Item:** A Resolution Regarding the Destruction of Certain Clerk and Parks and Recreation Documents.

**Summary:**

**Clerk’s Department:** (GS 067) Copies of titles and corresponding paperwork for vehicles that were traded or sold from 1980-2020 – 2/3 box; (GS 007) copies of airport invoices from 2006-2015 – 1/3 box; (GS 026) copies of appointment and resignation letters 1983-2018 – 3 boxes; (GS 068) copies of 2017 Paycom reports – 1 box; (GS 008) copies of miscellaneous invoice receipts from 2000-2006 – ¼ box; (GS 078) copies of code book changes and updates from 2004-2006 – 1 box; (0039) petition from 1973 about selling liquor by the drink (taking to a general election) – 1 book; (GS 064) Mainstreet software instruction manuals from 2007 – 2 books; (Not a City record) voter registration supplies from 1990 – 1 box; (GS 058, Court Operating Rule 8.03) Municipal Court Clerk records from 1996-2004 – 1 box; (GS 058, Court Operating Rule 8.03) Municipal Court Clerk records from 2008-2015 – 1 box; (GS 008) blank receipts for *Office of the City Clerk* (superseded with electronic forms) – 5 boxes; (GS 025) various outdated user manuals for software and hardware no longer used at City Hall – 1 box.

**Parks and Recreation Department:** Optimist, MPRD, Little Spartan Football and MML rosters, waivers, schedules, and sport league documents: 2010-2015 – 2 boxes.

**Recommended Action:** Approve request

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

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

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

**A RESOLUTION RECORDING THE DESTRUCTION OF CERTAIN LOCAL GOVERNMENT RECORDS.**

**WHEREAS**, Section 109.255 RSMo. authorizes the Local Records Board to establish minimum retention periods for local government records; and

**WHEREAS**, the following records have reached their minimum retention period and may be legally destroyed:

**City Clerk Department**

- Copies of titles and corresponding paperwork for vehicles traded or sold from 1980-2020;
- Copies of airport invoices from 2006-2015;
- Copies of appointment and resignation letters from 1983-2018;
- Copies of 2017 Paycom reports;
- Copies of miscellaneous invoice receipts from 2000-2006;
- Copies of code book changes and updates from 2004-2006;
- 1973 Petition re: selling liquor by the drink;
- Mainstreet software instruction manuals from 2007;
- Voter registration supplies;
- Municipal Court Clerk records from 1996-2004;
- Municipal Court Clerk records from 2008-2015;
- Blank receipts for *Office of City Clerk*;
- Outdated user manuals for software and hardware; and

**Parks and Recreation Department**

Optimist, MPRD, Little Spartan Football and MML rosters, waivers, schedules, and sport league documents: 2010-2015; and

**WHEREAS**, the listed records shall be destroyed by shredding.

**NOW, THEREFORE**, the destruction of said records is hereby ratified and approved in all respects.

**RESOLVED** this 5th day of April, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

Exhibit A

Clerk’s Office Shredded Documents

City of Moberly, Missouri

*(This form documents the destruction of public records in accordance with the State of Missouri Records Retention Schedule, as of January 11, 2021)*

Description	Date Range	# of Boxes
-------------	------------	------------

(GS 067) Copies of titles and corresponding paperwork for vehicles that were traded or sold from 1980-2020 – 2/3 box;

(GS 007) copies of airport invoices from 2006-2015 – 1/3 box;

(GS 026) copies of appointment and resignation letters 1983-2018 – 3 boxes;

(GS 068) copies of 2017 Paycom reports – 1 box;

(GS 008) copies of miscellaneous invoice receipts from 2000-2006 – ¼ box;

(GS 078) copies of code book changes and updates from 2004-2006 – 1 box;

(0039) petition from 1973 about selling liquor by the drink (taking to a general election) – 1 book;

(GS 064) Mainstreet software instruction manuals from 2007 – 2 books;

(Not a City record) voter registration supplies from 1990 – 1 box;

(GS 058, Court Operating Rule 8.03) Municipal Court Clerk records from 1996-2004 – 1 box;

(GS 058, Court Operating Rule 8.03) Municipal Court Clerk records from 2008-2015 – 1 box;

(GS 008) blank receipts for *Office of the City Clerk* (superseded with electronic forms) – 5 boxes;

(GS 025) various outdated user manuals for software and hardware no longer used at City Hall – 1 box.

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

\_\_\_\_\_  
Date of Destruction

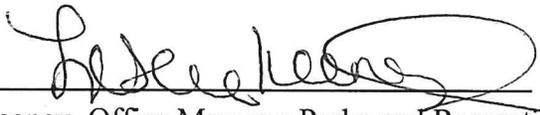
Exhibit A

Parks and Recreation Shredded Documents

City of Moberly, Missouri

(This form documents the destruction of public records in accordance with the State of Missouri Records Retention Schedule, as of January 14, 2021).

<u>Description</u>	<u>Date Range</u>	<u># of Boxes</u>
Optimist, MPRD, Little Spartan Football and MML rosters, waivers, schedules and sport league documents	2010-2015	2

  
\_\_\_\_\_  
Leslie Keeney, Office Manager Parks and Recreation

\_\_\_\_\_  
Date of Destruction

# City of Moberly City Council Agenda Summary

Agenda Number: #11.  
 Department: Comm. Dev.  
 Date: April 5, 2021

**Agenda Item:** An Resolution Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Granting Of A Conditional Use Permit To The Randolph County Ministerial Alliance Inc., To Operate A Temporary Warming Shelter.

**Summary:** The Planning & Zoning Commission recommended approval for the request of the conditional use permit when all requirements in the ordinance were met. Attached is copies of the requested insurance. P&Z Commission recommends approving this application.

**Recommended**

**Action:** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**AN RESOLUTION ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE GRANTING OF A CONDITIONAL USE PERMIT TO THE RANDOLPH COUNTY MINISTERIAL ALLIANCE INC., TO OPERATE A TEMPORARY WARMING SHELTER.**

**WHEREAS**, on November 3, 2020, the United Way of Moberly and the First Christian Church submitted an Application to the Zoning Administrator for the issuance of a Conditional Use Permit (“CUP”) for a Temporary Warming Shelter located at 300 East Coates Street; and

**WHEREAS**, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on January 25, 2021, at which time the Commission recommended approval of the CUP request after having considered all standards listed in the zoning regulations, and all other conditions listed for a CUP in other sections of the regulations. The Commission’s recommendation was conditioned upon the applicant providing proof of insurance as required by the City Code. The Commission found that the proposed use did provide safeguards to assure its suitability with the surrounding area; and

**WHEREAS**, on February 25, 2021 the Randolph County Ministerial Alliance, Inc., (“RCMA”) was allowed to substitute itself as the CUP Applicant and subsequently on March 25, 2021 the RCMA provided city staff with proof of insurance as required by the Commission; and

**WHEREAS**, the City Council has considered the CUP application and the findings, conclusions and recommendations of the Planning and Zoning Commission.

**NOW, THEREFORE, BE IT RESOLVED** that the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the CUP application described herein for property located at 300 East Coates Street.

**RESOLVED** this 5th day of April 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

City of *Moberly!*

*Memorandum*

*To: Planning and Zoning Commission*

*From: Planning Staff*

*Re: Regarding Staff Report for a conditional use permit at 300 E. Coates St.*

*Meeting: January 25, 2021*

**Item #2:**

An application resubmitted by First Christian Church and United Way of Randolph County for a conditional use permit for a proposed warming shelter to be located at 300 E. Coates St. this property is zoned B-3 (General Commercial District).

**Staff Report #2:**

The .83-acre parcel sets on the Southeast corner of E. Coates St. and N. Morley St. the surrounding properties are zoned B-3 General Commercial District. With a pharmacy and Doctor clinics located to the North, railroad property is along the South border, and nonconforming residential properties located to the East and West of the existing Church. Warming shelters are a conditional use in B-3 and M-1 zones.

Conditional Use permits for warming shelters shall be subject to the following standards.

1. Warming Shelters are limited to operating between November 1 to April 30 and may only be open for clients when the predicted local forecast would be at or below 32 degrees.
2. At least once, every year, the permit holder shall present a report to the City Council about operations, the Council shall review the conditional use permit for compliance with the original conditions of approval and use standards.
3. No more than 20 persons, including staff, shall receive temporary, overnight accommodations in a shelter at any given time.
4. Compliance with applicable federal, state and local uniform housing and building code requirements.
5. The shelter shall have available at all times first aid equipment and supplies for medical emergencies.
6. One staff person shall be on duty at all times who is trained in emergency first aid procedures.
7. One staff person shall be on duty at all times who is trained in non-violent crisis intervention techniques and referral to procedures to relevant community resources.
8. All uses and activities conducted outdoors shall be included on the site plan and submitted in conjunction with the Management and Operational Plan.

9. All applicants and permit holders shall provide general liability, abuse and professional liability insurance coverage. Certificates of insurance must be provided to the City before conditional use permits or certificates of occupancy will be issued.
10. The applicant and permit holder shall create a Management and Operational Plan for submission with each application. The plan shall become binding upon approval of the conditional use permit and the site design plan provided herein.
11. There shall be only one (1) Warming Shelter and one (1) Homeless Shelter in operation at any one time. Facilities shall be granted on a first-come, first serve basis.

Management and Operational Plan submitted has to meet the adopted guidelines by the City and is a binding agreement between the applicant / permit holder and the City. Site plan does not indicate any outdoor use or type of additional signage.

City staff review of application, insurance needs to spell out coverage specifically for Room at The Inn (have contacted Atina Roberts at United Way). At time of submitted application the First Aid/CPR trained individuals were listed in the application. Crisis Invention trained individuals was to be provided prior to P&Z meeting. A concern is how do you determine what level of intoxication or other impairment is safe to allow entry, in guest rules it doesn't prohibit possession of alcohol or illegal drugs it simply says residents will not be allowed to drink alcohol or use drugs on the property. How do they plan on communication with the immediate neighborhood?

The Future land use map of the City comprehensive plan shows this property as General Commercial District use.

A conditional use permit, when approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

Submitted by  
Rick Ridgway

# Application

## CITY OF MOBERLY CONDITIONAL USE PERMIT APPLICATION

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

For Office Use Only  
  
Deposit: \_\_\_\_\_  
Date Filed: \_\_\_\_\_  
Date Advertised: \_\_\_\_\_  
Date Notices Sent: \_\_\_\_\_  
Public Hearing Date: \_\_\_\_\_

### APPLICANT INFORMATION:

Applicant: United Way of Randolph County Phone: 660-263-6588  
Address: 501 W. Rollins St. Moberly, MO 65270 Zip: 65270  
Owner: First Christian Church Phone: 660-263-6790  
Address: 300 E Coates St. Moberly, MO Zip: 65270

Location of Property: 300 E. Coates St.

Legal Description: Roberts Addition to the City of Moberly: All that part of lot 3 Block 4, lying east of Bus Hwy 63  
Section 1, Township 53, Range 14 300' x 132' irregular lot

Present Zoning Classification: B3 Acreage: Approximately .86 acres

Present Use of Property: Church with parking lot.

Proposed Land Use Activity: Lower level of church to be used as a warming shelter.

Article, Section and sub-section (if applicable) allowing for said special use to be applied for: Article 3, Sec 46-152

**ADJACENT ZONING AND LAND USE:**

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Strip Mall</u>	<u>B-3</u>
South	<u>Railroad</u>	<u>B-3</u>
East	<u>Residential</u>	<u>B-3</u>
West	<u>Residential</u>	<u>B-3</u>

Should this special use be valid only for a specific time period? Yes \_\_\_\_\_ No X

If Yes, what length of time? \_\_\_\_\_

<b>DOES THE PROPOSED CONDITIONAL USE MEET THE FOLLOWING STANDARDS? IF YES, ATTACH A SEPARATE SHEET EXPLAINING WHY.</b>	Yes	No
The proposed conditional use complies with all applicable provisions of the regulations, including intensity of use regulations, yard regulations and use limitations?	X	
The proposed conditional use at the specified location will not adversely affect the welfare or convenience of the public?	X	
The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located?	X	
The location and size of the conditional use, the nature and intensity of the operation involved or conducted in connection with it, and the location of the site with respect to streets giving access to it have been planned so that the conditional use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations?	X	
Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations, and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect?	X	
Adequate utility, drainage, and other such necessary facilities will be provided?	X	
Adequate access roads or entrance and exit drives will be provided and designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys?	X	
Adjoining properties and the general public will be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors or unnecessarily intrusive noises?	X	

**ATTACHMENTS REQUIRED:**

1. A site plan as specified in Section of the Zoning Regulations as well as any other information, which would be helpful to the Planning and Zoning Commission in consideration of the application.
2. List of property owners located within:
  - A. 185 feet of the property if the proposed Special Use is located within the city's corporate limits;
  - B. 1,000 feet of the property if the proposed Special Use is adjacent to the city's corporate limits.

*Naman Schupp*

Signature

First Christian Church

11/2/21

Date

*Atina Roberts*

Signature - Atina Roberts

United Way of Randolph County

1/5/2021

Date

# Room at the Inn

## Conditional Use Permit Application

# Contents

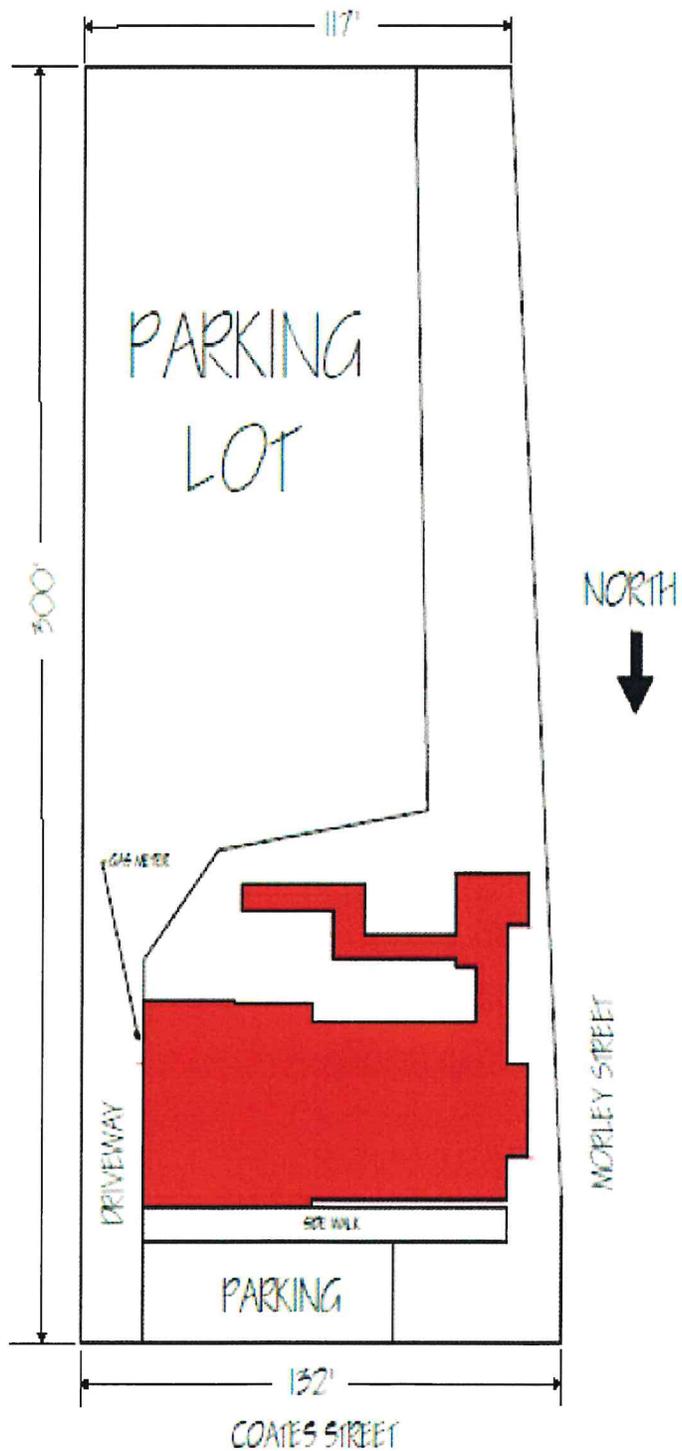
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# Property Owners

## Property Owners within 185 ft of First Christian Church

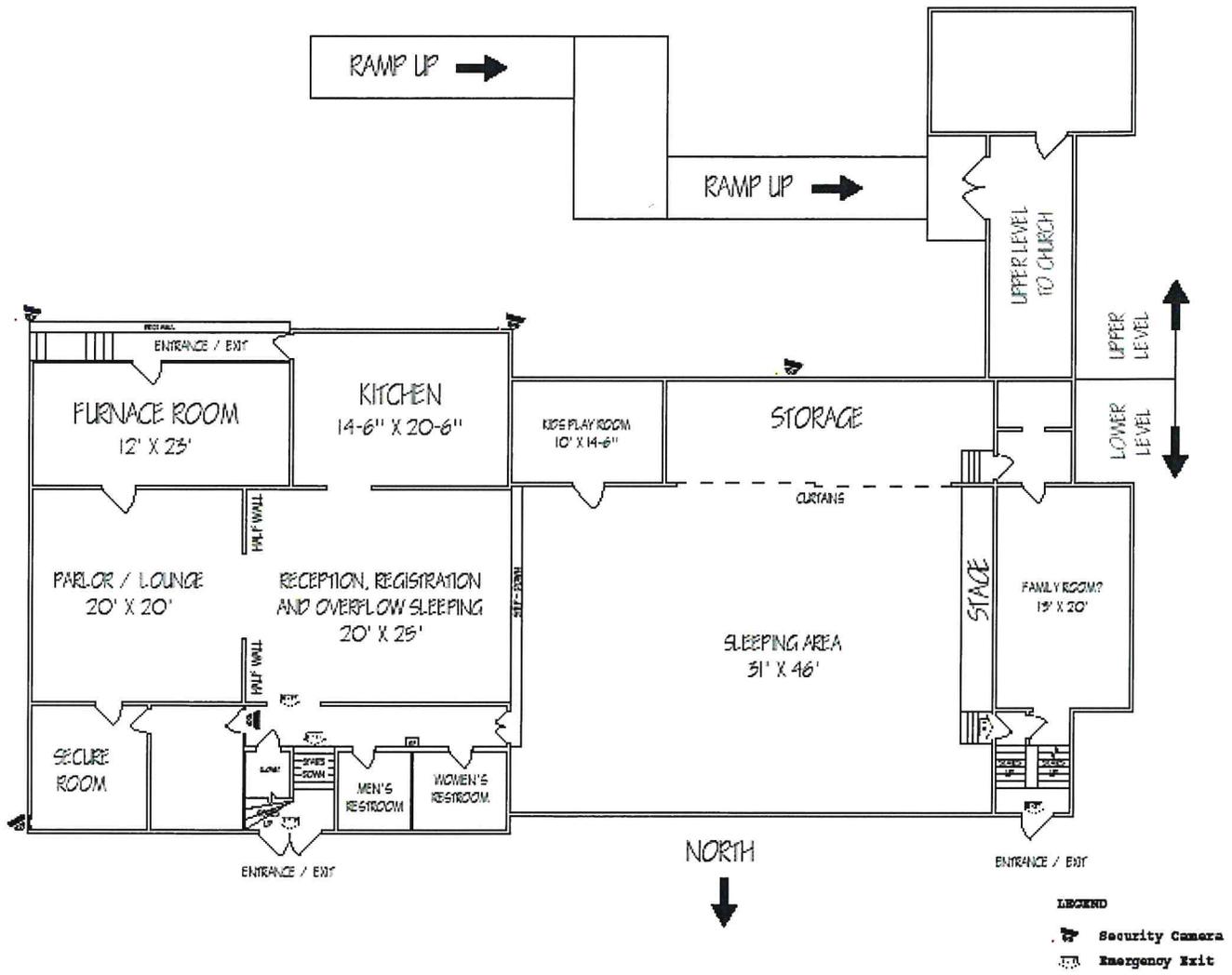
Parcel ID	Owner Name	Owners Address	Owner Address:	Owner City	Owner Zip	Situs Address
10-1.0-01.0-1.0-002-078.000	TADRUS ENTERPRISES INC	300 N MORLEY	PO BOX 957	MOBERLY	65270	300 N MORLEY ST
10-1.0-01.0-1.0-002-099.001	WRIGHT, EDWARD E & ELLA L	1501 S WILLIAMS ST.		MOBERLY	65270	312 E COATES ST
10-1.0-01.0-1.0-002-099.000	CHAPMAN, SCOTT A & MICHELLE A	1360 COUTNY ROAD 2380		MOBERLY	65270	314 E COATES ST
10-1.0-01.0-1.0-002-101.000	SPICER, DONALD R & ROSALIE A	1128 GLENWOOD AVE		MOBERLY	65270	205 PORTER ST
10-1.0-01.0-1.0-001-013.000	MIDDLETON, KURT ROGER & MARGARET	1867 COUNTY ROAD 2390		MOBERLY	65270	301 N MORLEY ST
10-1.0-01.0-1.0-005-001.000	RENTHA LLC	621 TAYLOR ST		MOBERLY	65270	221 N MORLEY ST
10-1.0-01.0-1.0-005-003.000	RENSHAW, MARK S	217 N MORLEY ST		MOBERLY	65270	217 N MORLEY ST
10-1.0-01.0-1.0-005-004.000	BENNER, KERI	213 N MORLEY ST		MOBERLY	65270	213 N MORLEY ST
10-1.0-01.0-1.0-005-005.000	E & F FARMS, LLC	132 SOUTH REED ST		CENTRALIA	65240	209 N MORLEY ST
10-1.0-01.0-1.0-005-006.000	JAD PROPERTIES, LLC	PO BOX 101		MOBERLY	65270	205 N MORLEY ST
10-1.0-01.0-1.0-001-012.001	CASTAGNO, KENNETH & WENDY J	1400 S CEDAR GROVE BLVD		COLUMBIA	65201	311 N MORLEY ST

# Site Plan - Outside



SITE PLAN  
FIRST CHRISTIAN CHURCH - MOBERLY, MO

# Site Plan - Basement



BASEMENT PLAN  
FIRST CHRISTIAN CHURCH - MOBERLY, MO

# Room at the Inn

## Management and Operational Plan

## What is Room at the Inn?

### Who is behind Room at the Inn?

Room at the Inn is made up of local service and social service organizations.

The organizations involved include:

- United Way of Randolph County
- St. Pius X – St. Vincent de Paul Society
- The Salvation Army
- Randolph County Caring Communities Partnership
- Randolph County Ministerial Alliance
- First Christian Church of Moberly

First Christian Church of Moberly will maintain insurance on the facility and additional coverage for events.

Insurance coverage for volunteers, guests, and facility is covered by United Way of Randolph County. Please see the appendix for email confirmation of such coverage.

Room at the Inn’s steering committee consists of the following:

Beth Andrews – United Way of Randolph County

Paula Heath – St. Vincent de Paul

Ted Sander – St. Vincent de Paul

Atina Roberts – United Way of Randolph County

In June of 2019 the United Way of Randolph County board voted to support the endeavors of Room at the Inn.

On December 11, 2019 First Christian Church Board of Directors voted in approval of participating in the facility and that their facility would be used as a warming center.

First Aid/CPR or Crisis Invention Training Trained Volunteers\*

Natalie Meighan – Frist Aid/CPR/AED

Mark Meighan - First Aid/CPR/AED

Dimitri Kellan – EMT

Paula Heath – First Aid/CPR

Lorna Miles – First Aid/CPR

Atina Roberts – First Aid/CPR

Ted Sander – First Aid/CPR

Therese Sander – First Aid/CPR

Charles Fulks – First Aid/CPR

\*As of January 5, 2021.

## Mission

To provide a warm safe location to those in need in Randolph County.

## Vision Statement

Through the power of spirituality and the practice of love, we provide hospitality with a respect that offers hope in a community of non-violence.

## Definition of Center

- A Warming Center is a temporary facility that is made available during extreme temperature conditions when normal coping mechanisms in the home are ineffective or unavailable.
- Centers are not overnight centers or homeless centers. They are open for a limited number of hours for a limited number of days and provide limited services. Centers are not day care for children, the elderly, or others who cannot care for themselves. It is assumed that individuals who use the Centers can return to their homes when the Centers are closed.

## Facilities

### Capacity

There is a limit of 20 individuals at the facility, including volunteers.

### Volunteers

Volunteer staff is presently being recruited, and training will begin in November. We anticipate 50 or more total volunteers, but the list will be fluid, as new volunteers come on, and others leave. A list of volunteers and their training status will be given to the City before the Warming Center opens.

### Security

Security cameras will be set in and around the facility. Three volunteers will be available at the facility during operational hours. Volunteers will consist of at least one man and one woman. Two of these volunteers will be awake at all times throughout the night.

### Maintenance, Trash Removal, and Cleanup

Facility will be cleaned daily and trash removed. Outside areas around the building will be inspected and trash picked up each morning after guests leave. Arrangements will be made with the City for the large size trash container the City makes available for weekly pickup. If this is not sufficient, the City will add a second container for an additional charge.

A check list will be provided to aid volunteers in the cleaning process. The check list will be kept in the General Daily Log binder.

## When to Open Room at the Inn

The Room at the Inn will be opened when the forecasted low temperature is 15 degrees or below between November 1 and March 31.

### Hours of Operation and Schedule

#### *Sample Schedule*

- 5:30 p.m. Volunteers begin set-up
- 6:30 p.m. Guests arrive at facility
- 6:30-7 p.m. Welcome guests, allow them to get settled, explain smoking area, locations of bathrooms and smoking areas, lights out time, etc.
- 7:00-10 p.m. Movie, television, or game time for those wanting to stay up
- 10:00p.m. Lights out
- 5:00 a.m. Wake up
- 5:30 a.m. Get ready for the day and clean-up sleeping area
- 7:00 a.m. Residents leave for the day, Volunteers complete clean-up

### Intake of Guests

Congregations that host Room at the Inn guests are asked to provide just a few basics..

### Guest Log and check in

**Guest Intake Log** will be kept for each guest. The log sheet will include information on each guest, including but not limited to: name, contact information, number of stays, emergency contact information, and if they were referred to another service. This guest log sheet will be updated each time a person checks in for a stay, even if it is consecutive nights.

**Guest Intake Log** will be kept in a binder and be organized by last name.

The **General Daily Log** will be used to keep a more concise log of guest stays to be reported to the city. The **General Daily Log** will include the following information: name, sex, age, check-in and check-out dates. Volunteers must sign in using this sheet.

This form can later be used for roll call in case of emergency.

Guests will also be required to sign the **Waiver and release of Liability** this form will be kept with the **Guest Intake Log**.

## Guests

### Guest Criteria

During operational days, Room at the Inn will open their doors to anyone who is in need of a warm and safe place to sleep. Guests are not required to show a financial need.

Intoxication or other impairment at the time of check in at a Room at the Inn is not a valid reason to deny entry to a Room at the Inn.

### Guest Rules and Guidelines

- Guests are asked to be respectful of volunteers and the church property.
- Residents will not be allowed to drink alcohol or use drugs on the property. If a guest violates this rule they will be immediately and permanently expelled from Room at the Inn.
- No weapons of any kind are allowed at Room at the Inn.
- Guests will not fight or use abusive language.
- There is no sexual activity or public displays of affection.
- If a guest voluntarily leaves Room at the Inn, that guest will not be re-admitted during the same night.

### Check-in

At check-in each guest must surrender any and all personal belongings to the volunteers. All belongings will be inventoried and signed off by the guest and volunteer. Items will then be placed in a locked room. If the guest does not have a bag to contain their items, one will be provided.

If a guest needs access to personal belongings through the night, they must make the request to a volunteer. A volunteer will retrieve the guest's bag. A volunteer will be present while guest retrieves what was requested. Volunteers are to be sure no banned substances are consumed.

### Smoking

A designated smoking area will be outside. One communal smoke break will be allowed each evening. This area will have a smoking post and be emptied on a weekly basis. Smokers going outside will be accompanied by a volunteer, and shall remain on the side of the building next to Coates Street, in view of the security camera.

## Volunteers

At least one volunteer on each shift will be required to have training in non-violent crisis intervention techniques, referrals, and abuse. Trainings will be provided at little to no cost to the volunteers.

### **Training and experience**

Room at the Inn will require training for volunteers. Room at the Inn will keep a log of the training completed and shall provide this information to city and county officials as requested.

### **Mandatory Reporter**

All volunteers are considered mandatory reporters. Missouri law requires that when a Mandatory Reporter has “reasonable cause to suspect” that a child has been or may be subjected to abuse or neglect or observes a child being subjected to conditions or circumstances that which would reasonably result in abuse or neglect, Missouri law **requires** the Mandatory Reporter to immediately report such suspicion to the Children’s Division of the Missouri Department of Social Services.

Children’s Division of the Missouri Department of Social Services - 1-800-392-3738  
Elderly Abuse Hotline – 1-800-392-0210  
Parental Stress Line – 1-800-367-2543  
Safe Passage Domestic Violence Center 1-660-269-8111

### **Referrals**

Guests might need access to services beyond a warm and safe location. Guests should be referred to United Way’s 211. 211 can be reached by dialing 211 on any landline or cell phone. If an error message occurs guests can call direct by calling 1-800-427-4626 or by visiting [www.211helps.org](http://www.211helps.org). United Way of Randolph County’s Community Resource Guide are available to give to each guest.

### **First Aid**

At least one volunteer on schedule must be trained in First Aid.

### **Handling Issues and Emergencies**

There may be times when a coordinator has to figure out how to cover for volunteers who don’t show up, resolve conflicts, and handle emergencies with the guests.

### **Conflict Management**

The Red Cross has provided training resources to United Way of Randolph County. These are the same trainings they use for their shelters across the country.

Additional training materials will be offered using lessons from “The Conflict Management Skills Workbook” by Ester Leutenberg and Dr. John Liptak. This workbook is used and recommended by the staff of Safe Passage Domestic Violence and Crisis Center.

Several trainers with Room at the Inn will be developed to provide training to volunteers. A list of trained volunteers will be provided to the City prior to Room at the Inn opening.

## Emergency Response Plan

### *Alerts*

In the event of an emergency, all occupants will be alerted by **verbal announcement**. This is possible since all occupants are in one room, and at least 2 volunteers will be awake at all times.

### *Policy*

In the event of fire or other emergency, Staff shall assist guests in immediate evacuation before exiting themselves

### *Routes*

In the event of an emergency, guests and staff shall evacuate by the **nearest** available marked exit.

### *Extinguishers*

Portable fire extinguishers are provided, and any volunteer may attempt to extinguish the fire before exiting. **First priority** is to get all people out safely.

### *Duties*

- All staff are to assist guests in evacuation prior to evacuating themselves.
- Staff Supervisor, or other staff shall immediately call 911 to report problem.
- Staff Supervisor is responsible for retrieving Daily Sign-In Log before exiting, to assist in the accounting for all people at the gathering point.

### *Assembly*

After an emergency evacuation, staff and guests are to gather on the parking lot of the Strip Mall on the opposite side of Coates Street from the Church building. Staff will then call roll from Sign-In Log to account for all persons and will report results to Emergency Responders arriving on scene.

### *Additional Information*

Guests/staff should grab blankets or other covering from beds as they exit to keep warm once outside.

## Communication Plan

### Annual Report

Room at the Inn will make an annual report available to the City of Moberly and City Council each year after the Mar. 31 closing. The report will include number of nights in operation, number of guests served, report on any extraordinary events, and any other pertinent information.

The annual report will also be made available through the United Way of Randolph County website.

### Opening of Room at the Inn

When Room at the Inn is operational, notify:

- Randolph County Office of Emergency Management
- Randolph County Sheriff's Department
- Moberly Police Department
- Moberly Fire Department
- Randolph County Ambulance District
- Randolph County Commissioners
- City of Moberly officials
- Randolph County Health Department
- American Red Cross
- United Way 2-1-1
- Media/social media, website, etc. (UWRC, Ministerial Alliance, Caring Communities, Newspaper, Best Radio, Alpha Media, etc.)

Use templates to craft your message.

Include location, dates, and hours of operation

Place signage

### Closing of Room at the Inn

Give 24-hour notice of Room at the Inn closing, if open for multiple days.

Notify:

- Randolph County Office of Emergency Management
- Randolph County Sheriff's Department
- Moberly Police Department
- Moberly Fire Department
- Randolph County Ambulance District
- Randolph County Commissioners
- City of Moberly officials
- Randolph County Health Department
- American Red Cross

- United Way 2-1-1
- Volunteers and guests
- Media/social media, website, etc.

Remove any signage

Ensure equipment is clean and in good working order before storing

Replenish expended supplies

Inspect facility with church leaders and document concerns.

Collect and file paperwork (registration, check-in/out, activity logs, tracking sheets, etc.)

### Media Releases

*For opening of the facility*

Media Release

For Immediate Release

Date:

Contact:

Organization:

Address:

E-mail:

Phone:

#### Notice of Warming Center Opening

MOBERLY, MO – In response to the frigid temperatures the Room at the Inn is operating a warming center at First Christian Church at 300 E Coates St. Moberly, MO.

The Center is open to the general public.

Operating hours are daily from 7 p.m. to 7 a.m. during days in which the air temperature is reported below 15 degrees through KWIX and KRES radio. Please watch social media channels for daily openings.

The following services will be available:

- Electrical outlets for charging electronic devices and operating medical equipment
- First Aid (call 9-1-1 for serious injuries or illnesses)
- Cots and blankets for sleeping

Residents should bring their identification and other small personal items, including:

- Prescribed Medications/Medical Supplies
- Electronic Devices and Charging Cords

For information call United Way of Randolph County 660-263-6588 or XXXXXXXX Do not call 9-1-1 except for life-threatening emergencies that require police, fire, or emergency medical services.

*For closing of the facility*

Media Release

For Immediate Release

Date:

Contact:

Organization:

Address:

E-mail:

Phone:

Notice of Warming Center Closing

MOBERLY, MO – In anticipation of temperatures returning to normal levels, Room at the Inn is closing the warming center at First Christian Church at 300 E Coates St. Moberly, MO.

Individuals who cannot safely return to their homes/living arrangements should contact the United Way 2-1-1 (1-800-427-4626) for alternate accommodations.

For information call United Way of Randolph County 660-263-6588 or XXXXXXXX Do not call 9-1-1 except for life-threatening emergencies that require police, fire, or emergency medical services.

# Resources

Emergency	911
City of Moberly	660-263-4420
Police Department (non-emergency)	660-263-0346
Randolph County Health Department	660-263-6643
Moberly Regional Medical Center	660-263-8400
Moberly License Office	660-263-4447
OATS	800-654-6287
Magic City Express	660-269-9900
Care Tran	866-269-5927
7800 Taxi	660-263-7800
211	1-800-427-4626



## Appendix

### UWRC Insurance

Below are screen shots of conformation of coverage for volunteers and locations for service projects.

On Fri, Dec 4, 2020 at 9:39 AM Racheal N Pearman <racheal.n.pearman.ylmc@statefarm.com> wrote:

Hello Atina,

This is confirmation that the Liability you have through us will extend to all Volunteers you have working on any service projects. If you need anything else please feel free to call or email me! 😊

Have a great day!



#### Rachael Pearman

1716 N Morley St

Moberly, Mo 65270

Bus 660-263-1184 Fax 660-263-0989

[racheal.n.pearman.ylmc@statefarm.com](mailto:racheal.n.pearman.ylmc@statefarm.com)

[loganballinsurance.com](http://loganballinsurance.com)



Find us on Facebook

Providing Insurance and Financial Services

## UWRC Meeting Minutes

### June Minutes

Any questions or concerns, please reach out at: 660-676-5438 | 660-263-6588 or [atina@unitedwayrandolphcounty.org](mailto:atina@unitedwayrandolphcounty.org)



United Way  
of Randolph County

Those attending the July 21, 2019 UW Board Meeting: Kristee Orburn, Heather Cleavinger, Beth Andrews, Jennifer Wilson, Melissa Connoley, Tim Seidel, Brian Crane, Robert Brandon, and ED Atina Roberts.

The meeting was called to order by UW President Kristee Orburn.

Jeannie Hicks presented the June financial statements. Tim Seidel made a motion to approve June financials, Robert Brandon seconded the motion. All voted to approve the financials.

Jennifer Wilson made a motion to approve June minutes. Heather Cleavinger seconded the motion. Board all agreed on approval.

Board approved suggestions made by Atina for campaign theme and materials. The board set the goal for this year's campaign at \$220,000.

Minor changes were suggested for pledge cards.

Brian Crane made a motion for the executive board to review the Executive Director's contract regarding incentives for reaching goal. Tim seconded that motion. All agreed with motion.

Atina went over the executive directors report.

New topic of Room at the Inn was brought up by Atina Roberts. Atina explained the basic process and how UW can help start the program. A motion was made by Tim for Atina to start gathering support and information for the program. Bob seconded the motion. All agreed (Brian Crane had left the meeting prior to this vote).

There was no old business.

Meeting was adjourned.

Submitted by Atina Roberts, Executive Director.



### Guest Event Log

A daily log is to record any problems or unusual activities. Even if there were no activities, record "Quiet Night" on the log sheet.

### Room at the Inn General Event Log

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

Time	Major Event	Personnel Involved	Actions Taken





### Guest Intake Log

This form is for guest and collects information like emergency contacts, referring agency, and other demographics.

## Guest Intake Log

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

Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_

Referring Agency: \_\_\_\_\_

Referral Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Other contact method: \_\_\_\_\_

Current Living Situation (Note: Must meet HUD definition of homelessness)  
Please check one:

- Non-housing (street, car, park, etc.)
- Emergency center
- Transitional housing after having been homeless
- Fleeing/attempting to flee domestic violence

### Demographics

Ethnicity:

- Hispanic or Latino
- Non-Hispanic or Latino

Race:

- |   |   |
|---|---|
| <input type="checkbox"/> American Indian                        | <input type="checkbox"/> American Indian & White        |
| <input type="checkbox"/> Asian                                  | <input type="checkbox"/> Asian & White                  |
| <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> Black/African American & White |
| <input type="checkbox"/> Native Hawaiian/Other Pacific Islander | <input type="checkbox"/> Other multi-racial             |

### Emergency Contact



### Guest Waiver and Release

This form must be signed when the guest intake form is completed. This form will be filed with the guest intake form and homeless verification form.



#### ROOM AT THE INN

Here at the Room at the Inn our mission is to provide a warm, safe sleeping space for those in need in Randolph County. Through the power of spirituality and the practice of love, we provide hospitality with a respect that offers hope in a community of non-violence.

### Waiver and Release of Liability

I, \_\_\_\_\_, hereby understand that this is a legally binding document pertaining to my overnight stay here at the Room at the Inn. By signing this document, I waive all legal rights I may have against the shelter. I agree to hold the shelter harmless in exchange for the shelter providing me with a place to stay.

I hereby unconditionally release and forever discharge any persons, entities, and their respective directors, officers, employees, agents, contractors, partners, shareholders, successors, representatives, or any affiliate related in any way to the Room at the Inn from any and all actions, liabilities, damages, losses, costs, expenses, claims or demands (including without limitation those based on negligence, gross negligence, and or product liability, breach of contract, or breach of any statutory or other duty of care owed under applicable laws).

I hereby affirm: I have carefully read this document, and I understand its contents. I am aware this document is a release of all liability and a contract enforceable against me in a court of law. I have signed this document at my own free will.

\_\_\_\_\_  
Resident Signature

Date of Stay: \_\_\_\_\_

### Homeless Verification Form

This form will be used for the annual report for the City of Moberly. This form will also be kept with the intake form and liability waiver.



### Homeless Verification Form

I certify that (guest name): \_\_\_\_\_

1) Current housing situation:

Is living in a place with insufficient heating and/or running water or otherwise unsafe dwelling. **Verification:** Complete "Statement of Situation" and obtain signature by the individual on this form.

Is living in a place not meant for human habitation, such as cars, parks, sidewalks, abandon buildings or on the street. **Verification:** Complete "Statement of Current Situation".

Is staying in an emergency center for homeless persons. **Verification:** Complete "Statement of Current Situation".

Is in a transitional or supportive housing program for homeless persons and/or in any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution. **Verification:** Complete "Statement of Current Situation" and obtain signature of transitional/supportive housing staff.

Is a temporary resident in a hotel/motel through sponsorship by a social service agency or hotel voucher program. No subsequent residence has been identified and the person lacks the resources and support needed to obtain housing. **Verification:** Complete "Statement of Current Situation" and obtain proof of hotel voucher, and signature of current service provider on this form.

Is being evicted or forced out within a week from a private dwelling unit, no subsequent residence has been identified and the person lacks the resources and support needed to obtain housing. **Verification:** Complete "Statement of Current Situation" and obtain signature of private dwelling owner or staff member on this form.

Is being discharged from an institution, such as mental health or substance abuse treatment facility or jail or prison in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and the person lacks the resources and support networks necessary to obtain housing. **Verification:**



## Volunteer Waiver and Release

### Volunteer Waiver and Communications Release



I, -

\_\_\_\_\_, hereby understand that this is a legally binding document pertaining to my volunteer work here at the Room at the Inn on behalf of the United Way of Randolph County. By signing this document, I waive all legal rights I may have against the United Way of Randolph County.

I hereby unconditionally release and forever discharge any persons, entities, and their respective directors, officers, employees, agents, contractors, partners, shareholders, successors, representatives, or any affiliate related in any way to the United Way of Randolph County and Room at the Inn from any and all actions, liabilities, damages, losses, costs, expenses, claims or demands (Including without limitation those based on negligence, gross negligence, and or product liability, breach of contract, or breach of any statutory or other duty of care owed under applicable laws).

I hereby affirm: I have carefully read this document, and I understand its contents. I am aware this document is a release of all liability and a contract enforceable against me in a court of law. I have signed this document at my own free will.

\_\_\_\_\_  
**Volunteer Signature**

\_\_\_\_\_  
**Date**

**COMMUNICATIONS RELEASE** - I hereby give to the United Way of Randolph County, to its nominees, agents and assigns, my free and unlimited consent and permission, waiving all claims for any compensation by reason thereof or for damages by reason thereof, to use, publish or exhibit in the furtherance of its work, with or without identification of me by name, the photographs, videos, or statements while volunteering at Room at the Inn and to disseminate statements referring to me in conjunction therewith if the United Way of Randolph County so desires and to authorize any media, company or other organization to use, publish, republish or exhibit said photograph with or without identification of me by name and to publish or disseminate statements referring to me in conjunction therewith in the promotion of the United Way of Randolph County and any of its fund campaigns or any of its activities.

---

**Volunteer Signature**

---

**Date**

## Cleaning Log

This log details what are the cleaning goals for each day open.

### Room at the Inn Daily Cleaning Log

Date \_\_\_\_\_ Completed by: \_\_\_\_\_

#### Bathroom

- Sanitize bathroom counters
- Clean and sanitize toilet facilities
- Refill toilet paper
- Refill soap dispenser(s)
- Wipe down light switch(es)
- Clean mirror(s)
- Empty trash bins

#### Kitchen

- Clean sink
- Sanitize counters

#### General

- Gather all used linens and place them in laundry bags
- Wipe down all flat surfaces
- Pick up any trash or debris on the floor
- Clean hard floors
- Vacuum carpets
- Empty trash bins
- Wipe down all light switches
- Wipe down all doorknobs
- Take all trash to dumpster
- Drop off used linens at United Way.

Daily Log

### Injury/Illness Report

Any time a guest is ill or has an injury, a report should be filed. Completed reports should be kept in the daily binder. Any injury or illness should also be logged on the Daily Log.

#### Room at the Inn Injury/Illness Report

1. Date	2. Time	3. Location

4. Name of Unjured/III Person	5. Date of Birth

6. Address	7. Phone	8. E-mail

9. Nature of Illness or mechanism of injury

10. SAMPLE History	
Signs/Symptoms	
Allergies	
Medications/Medical Conditions	
Pertinent Past History	
Last Oral Intake	
Events Leading to the Incident	

Illness/Injury Report

**11. Narrative**

--

**12. Care Provided**

--

**13. Disposition**  
Transported by EMS                      Released to \_\_\_\_\_  
Left RATI                                      Remained at RATI

**14. Instructions Provided**

--

<b>15. Witness #1</b>	<b>16. Phone</b>	<b>17. Email</b>

<b>18. Witness #2</b>	<b>19. Phone</b>	<b>20. Email</b>

<b>21. Name of First Aid Provider</b>	<b>22. Signature of First Aid Provider</b>

**23. Signature of Injured/Ill Person**                       Person unable to sign due to illness/injury

--

**24. Name of Person Completing Report**

--

Illness/Injury Report

## Safety & Security Report

Any time there is a safety or security concern an incident report should be completed. A brief explanation should also be reported in the Daily Log.

### Room at the Inn Safety and Security Incident Report

1. Date	2. Time	3. Location

**4. How was the incident discovered?**  
 Observed by Volunteer     Reported by Guest     Observed by Security

**5. Nature of Incident**

Safety Hazard                       Violence/Threat of Violence

Unruly/Uncooperative Individual/Group

Other \_\_\_\_\_

Was 911 called?  Yes  No

**6. Description of Incident**

**7. Action(s) Taken**

8. Parties Involved in Incident	
Name #1	DOB
Address	
Name #2	DOB
Address	
Name #3	DOB
Address	
Name #4	DOB
Address	

**9. Outcome of Incident**

Hazard mitigated by \_\_\_\_\_

Incident resolved. Party/parties remained at RATI.

Unruly/uncooperative individual/group left RATI

Law Enforcement arrived and assumed control of incident

Other: \_\_\_\_\_

10. Volunteers Involved in Incident	
Name #1	Name #2
Name #3	Name #4

11. Responding Law Enforcement	12. Responder Names
	Name #1
	Name #2
	Name #3

13. Name of Person Completing Report	14. Signature

# Room at the Inn

Guest Handbook

## **What is Room at the Inn?**

### **Mission**

To provide a warm safe location to those in need in Randolph County.

### **Core Values**

Through the power of spirituality and the practice of love, we provide hospitality with a respect that offers hope in a community of non-violence.

## **What is the Room at the Inn Winter Center Program?**

Room at the Inn's winter center program runs November 1 - March 31 every year. Congregations host groups once a week, once a month, or just during the coldest months of January and February when the temperatures are dangerously low.

## **What is expected to be a guest at Room at the Inn?**

We want you, our guest, to be as comfortable as possible. We have a few guidelines to keep you and the others safe.

- Guests are asked to be respectful of volunteers and the church property.
- Residents will not be allowed to drink alcohol or use drugs on the property.
- No weapons of any kind are allowed at Room at the Inn.
- Guests will not fight or use abusive language.
- There is no sexual activity or public displays of affection.

## **What does a night look like at Room at the Inn?**

- Personal items will be locked in a separate room to safe keeping.
- Once you check in you may leave, however you will not be allowed to return to the facility that night.
- Smokers will be allowed a smoke break before lights out at 10 p.m.
- Guests must leave the church property by 6 a.m.
- No loitering is allowed on the church property at any time.
- No personal items may be stored at the church for more than overnight.

## Hours of Operation and Schedule

### *Sample Schedule*

6:30 p.m. Guests arrive the church after checking in with police or sheriff's department.

6:30-7 p.m. Get settled in, listen to host explain smoking area, locations of bathrooms, lights out time, etc.

7:00-10 p.m. Movie, television, or game time for those wanting to stay up

10:00p.m. Lights out

5:00 a.m. Wake up

5:30 a.m. Get ready for the day and clean-up sleeping area

6:00 a.m. Guests leave for the day

### **Healthy Boundaries**

- Be respectful to all guests and volunteers
- Do not friend volunteers on social media.
- Maintain confidentiality. Do not share information about other guests with people.
- Always use a calm voice and do not touch a guest without permission under any circumstance.
- Accept responsibility for your actions.
- Use your instincts. If you are uncomfortable with a guest or a situation, let someone know.

**CITY OF MOBERLY, MISSOURI  
CONDITIONAL USE PERMIT  
REASONS FOR DETERMINATION**

---

ON JANUARY 25, 2021, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A CONDITIONAL USE PERMIT FOR A(N) WARMIONG SHELTER(USE) TO BE LOCATED AT 300 EAST COATES STREET, MOBERLY, MO (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE APRIL 5, 2021 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVED (ACTION) OF THIS CONDITIONAL USE PERMIT, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DIDNOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): All applicants & permit holders shall provide general liability, abuse & professional liability insurance coverage. Certificates of insurance must be provided to the City before conditional use permits or certificate of occupancy will be issued.

---

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
ZONING ADMINISTRATOR



GATEWAY UNDERWRITERS AGENCY, INC.  
11971 WESTLINE INDUSTRIAL DR, STE 200  
ST. LOUIS, MO 63146-3224  
Phone: (314) 238-0070  
Fax: (314) 238-0065

To: **\* BINDER \***  
03/16/2021

Attn: Commission: 15%  
Renewal Of: NEW

From: Kaitlin Meyerkord  
kaitlin.meyerkord@gua-stl.com

Insured: **RANDOLPH COUNTY MINISTERIAL ALLIANCE**

**This policy is set up to be Agency Billed.  
Next year's renewal is set up to be Agency Billed.**

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

**POLICY INFORMATION**

<b>NON-PROFIT PACKAGE POLICY</b>	
<b>Policy Number:</b>	<b>NPP1601520</b>
<b>Policy Period:</b>	03/12/2021 to 03/12/2022
<b>Carrier:</b>	United States Liability Insurance Company
<b>Status:</b>	Admitted
<b>A.M. Best Rating:</b>	A++ (Superior) - XI
<b>COVERAGE PART</b>	<b>PREMIUM</b>
Commercial Liability	\$735.00
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	\$2,000,000
Professional E&O Liability Each Incident	\$1,000,000
Professional E&O Liability Aggregate	\$2,000,000
Abuse And Molestation Each Claim	\$100,000
Abuse And Molestation Aggregate	\$200,000
Management Liability	\$900.00
Directors and Officers Liability Each Claim Limit	\$1,000,000
Directors and Officers Liability In The Aggregate Limit	\$1,000,000
Directors and Officers Liability Retention	\$0
Employment Practices Liability Each Claim Limit	\$1,000,000
Employment Practices Liability In The Aggregate Limit	\$1,000,000
Employment Practices Liability Retention	\$0







# City of Moberly City Council Agenda Summary

Agenda Number: #12.  
 Department: Public Utilities  
 Date: April 5, 2021

**Agenda Item:** A Resolution Authorizing Additional Scope and Fee for Drill Tech Drilling & Shoring to Perform Additional Grouting at Sugar Creek Lake

**Summary:** The contractor for the Sugar Creek Lake Dam grout project has located significant connectivity with the bypassing water at the dam. Jacobs and the contractor believe that it is advisable to add up to an additional 10 holes while the contractor is on site to reduce the bypassing further when the lake level is at full pool

**Recommended Action:** Approve the Resolution authorizing the City Manager to sign the change order.

**Fund Name:** Capital Improvement Sales Tax

**Account Number:** 304.000.5502

**Available Budget \$:** 933,549.43

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

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

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

**A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE CONTRACT WITH DRILL TECH DRILLING AND SHORING INC FOR THE SUGAR CREEK LAKE DAM ABUTMENT GROUTING PROJECT.**

**WHEREAS**, on October 19, 2020 this council passed Resolution No. R-981 authorizing a contract with Drill Tech Drilling and Shoring, Inc., (“DT”) for grouting the Sugar Creek Lake Dam Abutment; and

**WHEREAS**, a proposed Change Order has been submitted by DT concerning the need for additional grouting than was originally bid at an increased cost of \$75,000.00 raising the total contract cost to \$523,000.00 all as provided on the attached proposed Change Order; and

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

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

**RESOLVED** this 5th day of April, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

Stifel Tower  
501 North Broadway  
St. Louis, MO 63102  
United States  
T +1.314.335.4000  
F +1.314.335.5104  
F +1.314.335.5141

---

<b>Subject</b>	<b>Sugar Creek Dam Grouting - Estimated Construction Change Order</b>	<b>Project Name</b>	Sugar Creek Dam Grouting
<b>Attention</b>	City of Moberly Mary West - Calcagno	<b>Project No.</b>	C5X55922
<b>From</b>	Tobin Lichti		
<b>Date</b>	April 1, 2021		

---

Mary – Here is the plan developed between Jacobs and Drill Tech in order to finish out the Sugar Creek Dam Grouting Project:

Step 1 – Finish grouting the holes in the upper abutment that have already been drilled. This will leave us with around \$10,000 left from the original \$448k bid amount.

Step 2 – Drill and grout an additional 4 holes on the upper abutment. We believe that the seepage is coming through this area. Doing this work will put us at about \$30,000 over the original budget.

Step 3 – Assess the results of the work done. Ideally, we will see some reduction of the seepage, or at least some indication that we are in the seepage zone. So far, we have not seen grout coming out in the seepage as would be expected if we are in the zone.

Step 4 – Drill and grout a couple of verification holes in the lower abutment. This work should be done whether or not we see a reduction in seepage in order to fully protect the area that was part of the original grout curtain. Doing this work will put us around \$40,000 over the original budget.

Step 5 – If we see some promise of reducing the seepage, drill and grout an additional three holes in the upper abutment. This will put us around \$75,000 over the original budget. **The overall amount we would like to bring to the council is \$75,000 over the original budget.**

One main message that we would like to get to the City is that even if we don't see a reduction in the seepage, especially at high reservoir levels, the work done is important to protect the integrity of the dam and the slope near the lake. If water is getting through those areas, over time it could start to wash away part of the dam itself. If the water is doing an end around on the curtain, it is far enough up the hillside that the integrity of the dam is not compromised.

# City of Moberly City Council Agenda Summary

Agenda Number: #13.  
 Department: Administration  
 Date: April 5, 2021

**Agenda Item:** A Resolution Approving And Authorizing An Amended Services Agreement With The Moberly Area Chamber Of Commerce.

**Summary:** In 2019 The city contracted with the chamber through an annual service agreement for an amount of \$21,000. Due to COVID-19 and the city’s conservative assumptions in the 2020-2021 Operating Budget, the city reduced the annual service agreement in 2020 to \$15,750. After a six-month review of the operating budget actuals, the city staff is recommending the increase in funding for the 2020-2021 Annual Service agreement to the 2019 level of \$21,000. This agreement will authorize the increase for the chamber activities provided by the Moberly Chamber of Commerce to the city.

**Recommended**

**Action:** Approve this Resolution

**Fund Name:** General Services/Contract Labor

**Account Number:** 100.013.5406

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

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

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

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

**A RESOLUTION APPROVING AND AUTHORIZING AN AMENDED SERVICES AGREEMENT WITH THE MOBERLY AREA CHAMBER OF COMMERCE.**

**WHEREAS**, on July 6, 2020, the Moberly City Council approved and authorized a Services Agreement with the Moberly Area Chamber of Commerce (“MACC”) by passage of Resolution No. 938; and

**WHEREAS**, on July 7, 2020 the Services Agreement was executed by the parties which included payments from the City to the Chamber in the amount of \$15,750.00; and

**WHEREAS**, attached hereto is an Amended Services Agreement changing the amount paid for services to \$21,000.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby approves the Amended Services Agreement and authorizes the City Manager to execute the same on behalf of the City.

**RESOLVED** this 5<sup>th</sup> day of April, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

**AMENDED AGREEMENT FOR SERVICES TO BE RENDERED**  
**BY**  
**MOBERLY AREA CHAMBER OF COMMERCE**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF MOBERLY, MISSOURI**, hereinafter referred to as "**City**", acting by and through its City Council, hereinafter referred to as "**City Council**", and the **MOBERLY AREA CHAMBER OF COMMERCE**, a corporation formed and existing under the General Not For Profit Corporation Act of Missouri, hereinafter referred to as the "**MACC**".

**RECITALS**

1. Moberly Area Chamber of Commerce is organized for the purpose, among others, of promoting and supporting business, promoting the increase and the availability of employment, promoting the general economic welfare in Randolph County and Moberly and improving communications among the communities of the County.

2. **City Council** is desirous of retaining and employing **MACC** and securing its services for the above stated purpose.

**AGREEMENT**

In consideration of the premises and the covenants and the promises hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. **MACC** will, and does, hereby undertake to carry out the following activities on behalf of **CITY** and to render the following services:

- a. The promotion, retention, and expansion of business presently operating in Moberly and Randolph County.
- b. The taking of necessary steps to attract new business to Moberly and Randolph County

- c. The implementation of research projects designed to achieve the objects states in paragraphs (a) and (b) above.
- d. The promotion of through advertising and/or other means, of the natural resources, human resources, and other basic advantages of Moberly and Randolph County.
- e. The promotion of the Moberly area through various means with the intent of attracting visitors for the purpose of tourism and as new residents with the expected result of increased economic activity for the community.

2. In consideration of the promises and of the services agreed to be performed by the **MACC**, the **CITY** agrees to pay the **MACC** the sum of **TWENTY ONE THOUSAND DOLLARS (\$21,000.00)** annually which sum is attributable to the services provided to the **CITY** by **MACC** as follows:

The Moberly Area Chamber of Commerce is being called upon to engage in City activities at a higher level than ever before. From Community Improvement District management and economic and real estate development, to tourism promotion and facilitation of Community Betterment activities, the Chamber is meeting and exceeding its mission and expectations. This is due, in no small part, to the creative and energetic work of a powerful team.

**Technology: \$8,000.00**

While the Chamber is a member-driven organization and the membership financial structure is under review, a substantial annual dues increase is not practical. In order to continue to support the City's goals at ever increasing levels of involvement, the Chamber's preexisting

activities need to be streamlined. Investment in proven industry technology will make the organization even more effective.

**Personnel Management: \$6,500.00**

The Chamber is excited to serve the City’s desire for increased tourism. While the Tourism Promotion Service Agreement entered into between the City and the Chamber provides funding for a Tourism Specialist and part-time administrative support, it did not address the management aspect required for personnel development or process improvement.

**Ongoing Project Management: \$6,500.00**

The Chamber’s engagement at the City and Regional level has increased exponentially as investment in our city grows. The CID social media and marketing agreement does not include the management of the website or investor outreach. As new ideas are naturally generated through ongoing collaboration with the City Council, in downtown Moberly and with MAEDC, the project management load continues to increase.

- 3. The services of the **MACC** are to commence upon the 1<sup>st</sup> day of July, 2020 and shall be for a period expiring the 30<sup>th</sup> day of June, 2021.
- 4. This agreement may be terminated by either party with just cause, provided that the terminating party shall give written notice to the other party at least three (3) months prior to termination of this agreement.
- 5. The execution and approval of this agreement by the **City Council** is not intended to and does not in any manner make the **MACC** an agent, agency, or servant of the City of Moberly, it being expressly understood that the **MACC** is in all respects an independent

contractor, and the only liability of the **City Council** created by the terms of the agreement is the obligation to pay the **MACC** for services rendered.

6. **MACC** shall keep its books and records open for inspection at reasonable times by any persons or entities designated by the **CITY** to perform audits.

7. This agreement shall be effective upon execution by the parties herein.

The parties hereto have caused this agreement to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MOBERLY

\_\_\_\_\_  
City Manager

**ATTEST:**

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

MOBERLY AREA CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Heather Matin, President

\_\_\_\_\_  
Tim Seidel, Vice President

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
Department: City Clerk  
Date: April 5, 2021

**Agenda Item:** A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

**Summary:** Appropriation Resolution.

**Recommended**

**Action:** Please approve this Resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$719,974.91.**

**WHEREAS,** the funds are to be disbursed as follows;

- SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$79,802.77.
- SECTION 2: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$5,295.37.
- SECTION 3: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$30.20.
- SECTION 4: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$2.12.
- SECTION 5: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$51,957.04.
- SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$78,297.20.
- SECTION 7: There is hereby appropriated out of the **Community Betterment Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$1,250.00.
- SECTION 8: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$6,192.78.
- SECTION 9: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$133,435.08.
- SECTION 10: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$9,400.79.
- SECTION 11: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$76,180.70.
- SECTION 12: There is hereby appropriated out of the **Utilities Consumers Security Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$125.00.
- SECTION 13: There is hereby appropriated out of the **Route JJ Sewer Extension Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$33,784.34.
- SECTION 14: There is hereby appropriated out of the **EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$7,321.25.
- SECTION 15: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$37,357.75.
- SECTION 16: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$27,567.47.
- SECTION 17: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$26,550.18.
- SECTION 18: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$2,352.20.
- SECTION 19: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$26,898.31.
- SECTION 20: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$49,984.06.
- SECTION 21: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$33.00.
- SECTION 22: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$1,700.00.
- SECTION 23: There is hereby appropriated out of the **Downtown NID Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 5, 2021 in the amount of \$64,457.30.

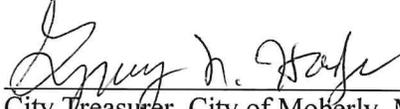
**NOW, THEREFORE**, the Moberly City Council authorizes these expenditures.  
**RESOLVED** this 5th day of April 2021 by the Council of the City of Moberly, Missouri.

ATTEST:

\_\_\_\_\_  
Presiding Officer

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

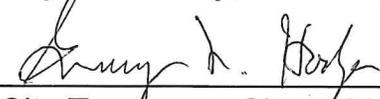
I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

  
\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri

**EXPENSES PAID MARCH 11 - APRIL 1, 2021 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE APRIL 5, 2021 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	79,802.77
Payroll Fund	\$	5,295.37
Solid Waste Fund	\$	30.20
Heritage Hills Golf Course Fund	\$	2.12
Parks and Recreation Fund	\$	51,957.04
Airport Fund	\$	78,297.20
Community Betterment Fund	\$	1,250.00
Utilities Collection Fund	\$	6,192.78
Utilities OP & Maintenance Fund	\$	133,435.08
Utilities OP Reserve Fund	\$	9,400.79
Capital Improvement Trust Fund	\$	76,180.70
Utilities Consumers Security Fund	\$	125.00
Route JJ Sewer Extension Fund	\$	33,784.34
2021 EDA Grant Projects Fund	\$	7,321.25
2004B SRF Bonds Debt Service Fund	\$	37,357.75
2006A SRF Bonds Debt Service Fund	\$	27,567.47
2004C Bonds Debt Service Fund	\$	26,550.18
Emergency Telephone Fund	\$	2,352.20
Transportation Trust Fund	\$	26,898.31
Street Improvement Fund	\$	49,984.06
Downtown CID Sales Tax Fund	\$	33.00
Downtown CID Property Tax Fund	\$	1,700.00
Downtown NID Debt Service Fund	\$	64,457.30
<b>Total</b>	<b>\$</b>	<b>719,974.91</b>

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.

  
\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri

4/1/2021  
\_\_\_\_\_  
Date

#14.

BANK# BANK NAME  
 CHECK# DATE ACCOUNT# NAME CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

24 DISBURSEMENTS

* 85987 Thru 85989								
85990	3/12/2021	5743	ADB SAFEGATE AMERICAS LLC	2,164.52				
85991	3/12/2021	5459	ALLIANCE MEMBER SERVICES	1,250.00				
85992	3/12/2021	6	AMEREN MISSOURI	38.48				
85993	3/12/2021	6316	DRILL TECH DRILLING & SHORING	61,180.70				
85994	3/12/2021	2812	JACOBS ENGINEERING GROUP INC	33,784.34				
85995	3/12/2021	1648	MCM SYSTEMS	3,584.55				
85996	3/12/2021	1688	MFA OIL COMPANY	13,222.14				
85997	3/12/2021	1136	MFA PROPANE	3,316.81				
85998	3/12/2021	416	MISSOURI DEPARTMENT OF REVENUE	3,106.52				
85999	3/12/2021	2556	PETTY CASH	48.95				
86000	3/15/2021	2812	JACOBS ENGINEERING GROUP INC	7,321.25				
* 86001								
86002	3/19/2021	6362	CHERITA WILLIAMS	1,425.00				
86003	3/19/2021	17	AT&T 5001	1,618.02				
86004	3/19/2021	17	AT&T 5001	452.56				
86005	3/19/2021	6363	GREATLIFE KC	991.80				
86006	3/19/2021	759	HUTCHINSON SALT COMPANY	6,713.65				
86007	3/19/2021	1849	SPRINT	.00			VOID:	
86008	3/19/2021	1849	SPRINT	1,466.52				
86009	3/19/2021	2646	VALIC	992.00				
* 86010								
86011	3/23/2021	194	DMC CONCRETE CONSTRUCTION	3,238.00				
86012	3/23/2021	910	JT HOLMAN CONSTRUCTION LLC	50,000.00				
* 86013 Thru 86018								
86019	4/01/2021	2903	ABAN PEST CONTROL INC	180.00				
86020	4/01/2021	5743	ADB SAFEGATE AMERICAS LLC	43,453.86				
86021	4/01/2021	6367	ALESHIRE ASHLEY	100.00				
86022	4/01/2021	1	ALTORFER INC	113.13				
86023	4/01/2021	6120	AMAZON CAPITAL SERVICES	144.62				
86024	4/01/2021	6	AMEREN MISSOURI	14.95				
86025	4/01/2021	3	AFLAC GROUP INSURANCE	2,024.20				
86026	4/01/2021	1825	APOLLO PORTA POTTIES	300.00				
86027	4/01/2021	790	ARISTA INFORMATION SYSTEMS INC	2,830.49				
86028	4/01/2021	13	ARROW ENERGY INC	21,507.75				
86029	4/01/2021	30	WOOGEDY LLC	618.25				
86030	4/01/2021	3808	ATCO INTERNATIONAL	224.90				
86031	4/01/2021	16	AUTOZONE INC	29.98				
86032	4/01/2021	6366	AW SMITH LAW FIRM	100.00				
86033	4/01/2021	6245	AZAVAR	437.21				
86034	4/01/2021	6160	BACKGROUND INVESTIGATION	168.00				
86035	4/01/2021	23	BARCO MUNICIPAL PRODUCTS INC	547.63				
86036	4/01/2021	270	ROOFTOP ENTERPRISES LLC	19,195.00				
86037	4/01/2021	27	BEELMAN LOGISTICS LLC	1,104.05				
86038	4/01/2021	6361	BLUESHIELD TACTICAL SYSTEM	250.00				
86039	4/01/2021	6313	BOONE CONSTRUCTION CO	150.00				
86040	4/01/2021	5580	BOYER LISA	100.00				
86041	4/01/2021	191	BROWNFIELD OIL CO INC	76.00				
86042	4/01/2021	6336	BURRIS FRANK	125.00				
86043	4/01/2021	6207	TYDANCO INC	95.00				
86044	4/01/2021	104	CARTER-WATERS	1,873.45				

**ACCOUNTS PAYABLE CHECK REGISTER**

#14.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
86045	4/01/2021	1368	TUCKER SHEILA V	400.00				
86046	4/01/2021	591	CASON BUILDING MAINTENANCE INC	2,063.70				
86047	4/01/2021	843	CHEMCO INDUSTRIES INC	458.00				
86048	4/01/2021	1301	CINTAS CORPORATION	60.07				
86049	4/01/2021	3137	CINTAS CORPORATION #379	54.58				
86050	4/01/2021	6234	COAST TO COAST SOLUTIONS INC	234.67				
86051	4/01/2021	653	COE EQUIPMENT	208.31				
86052	4/01/2021	2645	CORE & MAIN LP	.00			VOID:	
86053	4/01/2021	2645	CORE & MAIN LP	5,273.47				
86054	4/01/2021	4551	CRAFCO INC	98.73				
86055	4/01/2021	678	CROWN POWER & EQUIPMENT	1,939.99				
86056	4/01/2021	2150	CRUTCHFIELD JERRY	400.00				
86057	4/01/2021	5609	CUNDIFF RICK	445.00				
86058	4/01/2021	2908	CUNNINGHAM VOGEL & ROST PC	33.00				
86059	4/01/2021	6368	EDEN LESIE	45.00				
86060	4/01/2021	6364	ESRY KYLIE	90.00				
86061	4/01/2021	5186	EUROFINS ABRAXIS INC.	1,520.26				
86062	4/01/2021	3139	EVOQUA WATER TECHNOLOGIES LLC	8,286.76				
86063	4/01/2021	3103	FASTENAL COMPANY	899.52				
86064	4/01/2021	1308	FEHLING SMALL ENGINE LLC	543.96				
86065	4/01/2021	2703	FOSTER BROS. WOOD PRODUCTS,INC	495.50				
86066	4/01/2021	2839	FUSION TECHNOLOGY LLC	1,100.99				
86067	4/01/2021	704	GALLS LLC	402.28				
86068	4/01/2021	6250	GARBER JESSE	1,655.00				
86069	4/01/2021	3011	GLENN'S GARAGE DOORS LLC	580.00				
86070	4/01/2021	3474	HALEY DAVID K	50.00				
86071	4/01/2021	2525	HARRISON DUSTIN	32.99				
86072	4/01/2021	1338	HAWKINS INC	2,555.46				
86073	4/01/2021	5158	NATHANAEL E HINDAL	4,200.00				
86074	4/01/2021	6365	HUDDLESTON JACOB	30.00				
86075	4/01/2021	1348	HUNTSVILLE MACHINE LLC	101.50				
86076	4/01/2021	759	HUTCHINSON SALT COMPANY	6,786.15				
86077	4/01/2021	2787	IDEXX DISTRIBUTION CORP	1,817.40				
86078	4/01/2021	5591	INOVATIA LABORATORIES LLC	521.50				
86079	4/01/2021	3514	CHAPPYS, LLC	75.00				
86080	4/01/2021	4347	JOHN DEERE FINANCIAL	.00			VOID:	
86081	4/01/2021	4347	JOHN DEERE FINANCIAL	845.40				
86082	4/01/2021	5012	JOHN E REID & ASSOCIATES INC	1,150.00				
86083	4/01/2021	4336	KEY EQUIPMENT & SUPPLY CO.	787.24				
86084	4/01/2021	4776	KNOT AS IT SEEMS FLOWERS AND	115.00				
86085	4/01/2021	2919	L & J DEVELOPMENT INC	9,301.10				
86086	4/01/2021	579	LAND/CHARITON COUNTY CONCRETE	2,561.88				
86087	4/01/2021	1381	LEON UNIFORM COMPANY	605.85				
86088	4/01/2021	1246	LOCHNER	5,916.57				
86089	4/01/2021	1565	MACON ELECTRIC COOP	40.46				
86090	4/01/2021	679	MARTECK	547.44				
86091	4/01/2021	4370	MARTIN ENERGY GROUP SERVICES L	1,790.32				
86092	4/01/2021	1726	MIDWEST ENVIR CONSULTANTS INC	2,301.00				
86093	4/01/2021	6034	MILLER KENNEY	100.00				
86094	4/01/2021	1756	MIRMA	35.00				
86095	4/01/2021	1761	MISSISSIPPI LIME CO	2,491.95				
86096	4/01/2021	416	MISSOURI DEPARTMENT OF REVENUE	3,086.26				
86097	4/01/2021	193	MISSOURI RURAL WATER ASSOCIATI	125.00				

**ACCOUNTS PAYABLE CHECK REGISTER**

#14.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
86098	4/01/2021	1839	MO STATE AGENCY SURPLUS	218.00				
86099	4/01/2021	5480	MOHAWK RESOURCES LTD	34,954.73				
86100	4/01/2021	5273	MUNICIPAL LEAGUE OF METRO	160.00				
86101	4/01/2021	4906	MUTTER FARMS LLC	.00			VOID:	
86102	4/01/2021	4906	MUTTER FARMS LLC	4,178.43				
86103	4/01/2021	1604	NAPA AUTO PARTS OF MOBERLY	.00			VOID:	
86104	4/01/2021	1604	NAPA AUTO PARTS OF MOBERLY	1,732.42				
86105	4/01/2021	2976	NEUMAYER EQUIPMENT CO INC	1,517.00				
86106	4/01/2021	2166	PERSONNEL EVALUATION INC	40.00				
86107	4/01/2021	2556	PETTY CASH	10.00				
86108	4/01/2021	1343	PRIMARY PURPOSE	100.00				
86109	4/01/2021	2778	PRO-TECH CO INC	876.80				
86110	4/01/2021	3500	R & L BOONE CONST CO	19,840.00				
86111	4/01/2021	6369	RAISING SOLUTIONS LLC	3,250.00				
86112	4/01/2021	2198	RANDOLPH CO SHELTERED INDUSTRI	52.50				
86113	4/01/2021	2668	RANDOLPH COUNTY HISTORICAL SOC	4,375.00				
86114	4/01/2021	2593	RANDOLPH COUNTY RECORDER	5.00				
86115	4/01/2021	2977	RICKETTS FARM SERVICE INC	590.00				
86116	4/01/2021	6118	S&A EQUIPMENT AND BUILDERS	25,140.13				
86117	4/01/2021	3014	SAM'S CLUB	25.48				
86118	4/01/2021	617	SCHULTE SUPPLY INC	1,867.45				
86119	4/01/2021	5274	SELECTURF INC	63.00				
86120	4/01/2021	6370	SHIELD MECHANICAL	362.75				
86121	4/01/2021	2823	SIRCHIE ACQUISITION CO LLC.	157.07				
86122	4/01/2021	2610	BRENDLINGER ENTERPRISES INC	1,041.25				
86123	4/01/2021	2613	SOLOMON BOILER WORKS INC	835.33				
86124	4/01/2021	5700	STAPLES	.00			VOID:	
86125	4/01/2021	5700	STAPLES	1,151.74				
86126	4/01/2021	6321	SURVEYING & MAPPING LLC	15,210.00				
86127	4/01/2021	2962	SYDENSTRICKER NOBBE PARTNERS	1,340.32				
86128	4/01/2021	3617	TAYLOR LEANNA	100.00				
86129	4/01/2021	6303	THE HEARTLAND	275.00				
86130	4/01/2021	6371	THE TROLLEY COMPANY	600.00				
86131	4/01/2021	2640	THOMAS HILL PUBLIC WATER SUPPL	76.64				
86132	4/01/2021	1562	UNITED FIRST AID & SAFETY, LLC	79.78				
86133	4/01/2021	2643	UNITED WAY	1,287.17				
86134	4/01/2021	2223	US CELLULAR	379.76				
86135	4/01/2021	2644	USA BLUE BOOK	1,909.01				
86136	4/01/2021	2646	VALIC	992.00				
86137	4/01/2021	5800	VERIZON CONNECT NWF INC	19.19				
86138	4/01/2021	2742	WAL MART COMMUNITY	589.38				
86139	4/01/2021	4948	WARREN RICHARD	1,415.02				
86140	4/01/2021	2772	WIRELESS USA	602.35				
86141	4/01/2021	5298	ZAMKUS AND ASSOCIATES LLC	1,000.00				
*20190901	Thru 20210121	(NOT IN SELECTED DATE RANGE)						
20210122	3/19/2021	2908	CUNNINGHAM VOGEL & ROST PC	33.00			VOID: REPRINT CHECK	
*20210330								
20210331	3/31/2021	6373	REGIONAL MISSOURI BANK	64,457.30		MANUAL		
*20190859								
20190860	3/12/2021	5898	MOBERLY SOLAR, LLC	15,660.16		E-PAY		
20190861	3/24/2021	5783	BANKCARD SERVICES	9,299.28		E-PAY		
20190862	3/24/2021	3331	HEALTH PLAN	91,475.40		E-PAY	VOID: INCORRECT VENDOR	
20190863	3/24/2021	2708	UMB BANK	91,475.40		E-PAY		

**ACCOUNTS PAYABLE CHECK REGISTER**

#14.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
20190864	3/26/2021	6	AMEREN MISSOURI	43,724.53			E-PAY	

\* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	719,974.91
CLEARED	.00
	-----
BANK 24 TOTAL	719,974.91
**VOIDED**	91,508.40

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	79,802.77	79,802.77	.00	.00
105 PAYROLL FUND	5,295.37	5,295.37	.00	.00
110 SOLID WASTE FUND	30.20	30.20	.00	.00
114 HERITAGE HILLS GOLF CRSE	2.12	2.12	.00	.00
115 PARKS & RECREATION FUND	51,957.04	51,957.04	.00	.00
120 AIRPORT FUND	78,297.20	78,297.20	.00	.00
141 COMMUNITY BETTERMENT	1,250.00	1,250.00	.00	.00
300 UTILITIES COLLECTION FUND	6,192.78	6,192.78	.00	.00
301 UTILITIES OP & MAINT	133,435.08	133,435.08	.00	.00
303 UTILITIES OP RESERVE	9,400.79	9,400.79	.00	.00
304 CAPITAL IMPROVEMENT TRUST	76,180.70	76,180.70	.00	.00
306 UTILITIES CONSUMERS SECUR	125.00	125.00	.00	.00
314 ROUTE JJ SEWER EXTENSION	33,784.34	33,784.34	.00	.00
350 2021 EDA GRANT PROJECTS	7,321.25	7,321.25	.00	.00
377 2004B SRF BONDS DEBT SERV	37,357.75	37,357.75	.00	37,357.75
378 2006A SRF BONDS DEBT SERV	27,567.47	27,567.47	.00	27,567.47
379 2004C BONDS DEBT SERVICE	26,550.18	26,550.18	.00	26,550.18
400 EMERGENCY TELEPHONE FUND	2,352.20	2,352.20	.00	.00
600 TRANSPORTATION TRUST FUND	26,898.31	26,898.31	.00	.00
601 STREET IMPROVEMENT FUND	49,984.06	49,984.06	.00	.00
911 DOWNTOWN CID SALES TAX	33.00	33.00	.00	33.00
912 DOWNTOWN CID PROP TAX	1,700.00	1,700.00	.00	.00
918 DWNTN NID DEBT SERVICE	64,457.30	64,457.30	.00	.00

**ACCOUNTS PAYABLE CHECK REGISTER**  
\*\*\* CHECK SUMMARY \*\*\*

#14.

BANK#	BANK NAME	DESCRIPTION
CHECK#		

24 DISBURSEMENTS

85987 Thru	85989	Utility Billing Checks
85990 Thru	86000	Accounts Payable Checks
86001		Gap in Checks
86002 Thru	86009	Accounts Payable Checks
86010		Gap in Checks
86011 Thru	86012	Accounts Payable Checks
86013 Thru	86018	Utility Billing Checks
86019 Thru	86141	Accounts Payable Checks
86142 Thru	20190900	Gap in Checks
20190901		Accounts Payable Checks
20190902 Thru	20210120	Gap in Checks
20210121 Thru	20210122	Accounts Payable Checks
20210123 Thru	20210330	Gap in Checks
20210331		Accounts Payable Checks
20190860 Thru	20190864	Accounts Payable E-Pay

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #15.

Department: Comm. Dev.

Date: April 5, 2021

**Agenda Item:** Application for Electrical Board.

**Summary:** One (1) term for the Electrical Board will expire in March. One application was received from Debra Derboven.

**Recommended**

**Action:** Appoint one person to the Electrical Board.

**Fund Name:** N/A

**Account Number:** N/A

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

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



Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: City of Moberly Electrical Board Date: 2-26-21
Your Name: Deb Derboven Street Address: 413 Greenbrier Rd
Phone number(s): (evening) 6606515019 (day) same
Email: dderboven@ameren.com

Do you live within the corporate limits of City of Moberly? Yes / No
How long have you been a resident of City of Moberly? 57 years
Occupation: Electrical Design Engineer & Psychology Adjunct Prof Employer: Ameren Missouri & MACC

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

I have been assigned to this board for several years. I have an AA in Gen Ed from MACC, a BS in Business Adm from Columbia College, an AA in Electrical Design Engineering from ICS Scranton and a Master of Psychology degree from Walden University.
I have been employed with Ameren Missouri for 37 1/2 years and have worked as a design engineer for the since July 1990.

What particular contributions do you feel you can make to this board or commission?

I have taken several classes with the Electric Code Compliance department in St Louis.
I work directly with the Moberly city inspectors on a weekly basis

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

- 1. Rick Ridgway Phone: City of Moberly
2. Ed Haynes area electrician Phone: 651-2910
3. Jason Haynam, my supervisor Phone: 5734735060

Signature of Applicant

\*Additional Information may be attached to this form.

# City of Moberly City Council Agenda Summary

Agenda Number: #16.  
 Department: Administration  
 Date: April 5, 2021

**Agenda Item:** Proposal from Tourism Advisory Commission.

**Summary:** The tourism commission received a request in the amount of \$6000 from the Moberly Area Chamber of Commerce for a 3 on 3 Gus Macker basketball tournament. After discussion it was decided that a request in the amount of \$4500 would be discussed with Brian Crane despite the commission's ability to approve more than \$1000 per request. Additionally, the tourism commission has recognized that this contribution will not be used for promotional or advertising purposes. The use of tourism allocated funds as defined per the bylaws are traditionally to be used for advertising purposes; however, the tourism commission has expressed a desire to help support securing this event in Moberly.

After discussion and review of bylaws the tourism commission is submitting a formal request to City Council in the amount of \$1000 to assist with the capital necessary to secure the Gus Macker tournament.

**Recommended Action** Approve this request

**Fund Name:** Tourism Advisory Commission

**Account Number:** 102.000.5420/102.000.5502

**Available Budget \$:** 2,450.00/3,055.95

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

City of

*Moberly!*

Name of Organization: Moberly Community Betterment Date: 2/18/21

Contact Person: Megan Schmitt

Address: 211 W Reed St Moberly, MO 65270 Telephone: 660-263-6070

Date of Event: 10/25-10/27 Name of Event: Gus Macker Tournament

**How Event Promotes Tourism in Moberly**

What are the specific, measurable Tourism benefits your event or capital project produces?

This basketball tournament will bring in around 200-300 teams per one weekend. We are estimating around 4,000-10,000 coming to Moberly for this event. It will impact the community like never before.

How does your event promote tourism, conventions, and other events within the city?

This event will draw people from all over Missouri & from other states. It will be the only Gus Macker Tournament in MO. While people are here our hotels are going to be full, restaurants will be packed & shops.

How does your event attract non-residents?

Usually, these events draw people that follow everyone tournament. We are expecting participants from STL, KC Michigan, Wisconsin, Illinois and beyond. It will be the only one in Missouri.

If your application were accepted, how would the tourism funds granted be used? (If marketing, fill out itemized marketing budget)

We plan on using these funds to bring Gus Macker here. Tourism Commission paid \$5,000 for Big BAM to come in 2019 so we feel they should do the same for this event.

**Financial Statement (See Attached)**

**Statement of Assurances**

Any funds received under this grant will be used for the purposes described in this application. The figures, facts, and representations in this application are true and correct to the best of my knowledge.

Name (Please Print): MEGAN SCHMITT

Signature: Megan Schmitt

Date: 2/18/21 Title or Office Held: DIRECTOR



Events will run from 9/24-9/26 2021

#16.

Gus Macker Sample Budget for Moberly			
	300 Team Budget	200 Team Budget	150 Team Budget
<b>Revenues</b>			
Team Entry Fee (\$160)	\$ 48,000.00	\$ 32,000.00	\$ 24,000.00
Presenting Sponsors	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Court Sponsors (\$300 x 20)	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Macker Basketball & left over shirts	\$ 300.00	\$ 250.00	\$ 200.00
Macker thread sales	\$ 600.00	\$ 550.00	\$ 500.00
Total:	\$ 66,900.00	\$ 50,800.00	\$ 42,700.00
<b>Expenses:</b>			
Marketing	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
5,000 Postcards?	\$ 500.00	\$ 500.00	\$ 500.00
Posters	Printing at home		
Banners & Signs?	\$ 500.00	\$ 500.00	\$ 500.00
Toilets?	Paid for by JJ		
Trash barrels & dumpsters	Donated from MFA		
Forklift	Donated by city if you need one		
Walkie Talkies	Donated		
Golf Carts	Donated		
Bleachers	Donated by MPRD		
PA System	Donated. Bobby Riley?		
Special Event Awards	\$ 200.00	\$ 150.00	\$ 100.00
Misc. Supplies	\$ 200.00	\$ 200.00	\$ 200.00
Trucking of Equipment	Donated by Orscheln F&H		
Security Services?	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Postage?	\$ 500.00	\$ 500.00	\$ 500.00
T-Shirts (\$3.75 each)	\$ 4,500.00	\$ 3,000.00	\$ 2,250.00
Volunteer Shirts?			
Official Shirts?	\$ 500.00	\$ 500.00	\$ 500.00
Trophies & Awards	\$ 1,500.00	\$ 1,000.00	\$ 500.00
GusBusters & Scorekeepers?	\$ -	\$ -	\$ -
<b>Macker Fees</b>			
Licensing Fee	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Consulting Fee	\$ 10,500.00	\$ 7,000.00	\$ 5,250.00
Travel	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Total:	\$ 32,900.00	\$ 27,350.00	\$ 24,300.00
<b>Profit:</b>	<b>\$ 34,000.00</b>	<b>\$ 23,450.00</b>	<b>\$ 18,400.00</b>

