

**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
March 06, 2023
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Minutes

1. Approval Of The City Council Meeting Minutes For February 21, 2023.

Approval of Agenda

Recognition of Visitors

Communications, Requests, Informational Items

2. A Proclamation For AmeriCorp.
3. A Request For A Street Light In The 600 Block Of Fort St.

Ordinances & Resolutions

4. An Ordinance Authorizing A Cooperative Agreement For Special Events With Moberly Community Betterment And The Downtown Moberly Community Improvement District.
5. An Ordinance Authorizing A First Addendum To A Certain Intergovernmental Cooperative Agreement For Operation Of A Farmer's Market With The Randolph County Health Department And The Downtown Moberly Community Improvement District.
6. A Resolution Of The City Of Moberly, Missouri, Authorizing Execution Of An Application For Use Of Rescue Funds From Randolph County, Missouri.
7. A Resolution Authorizing Participation In The Missouri Highway Safety Program And A Grant Application For DWI Enforcement.
8. An Resolution Of The City Of Moberly, Missouri, Authorizing The City To Participate In The Missouri Firefighters Critical Illness Trust And Pool, And Further Authorizing The Mayor To Execute Such Documents As May Be Necessary For The City's Participation Therein.
9. A Resolution Recording The Destruction Of Certain Local Government Records.
10. A Resolution Authorizing The City Manager To Execute A United States Department Of Agriculture Form CCC-866 For The Program Year 2023.
11. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Anything Else to Come Before the Council

12. Consideration Of A Motion To Move The July 3, 2023 Meeting to June 29, 2023.

Adjournment

13. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Negotiated Contract. (Closed Statute 610.021) (12).

We invite you to attend virtually by viewing it live on the City of Moberly Facebook page. A link to the City's Channel can be found on our website's main page at 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.



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
February 21, 2023**

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, Austin Kyser, and Brandon Lucas.

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

A motion was made by Kimmons and seconded by Brubaker to approve the minutes of the February 6, 2023, Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

City Manager, Brian Crane, recognized visitors Sharon Whisenand from the Randolph County Health Department, and past Councilman, Kal Cleavinger.

Annual reports were received from the Moberly Area Chamber of Commerce and Little Dixie Regional Library.

A request was received from Lori Turk to hold the annual Mother's Day 5K to raise money for families battling cancer on May 14, 2023. The event begins at 1509 Union Ave at 9:00 a.m. Participants will travel west on Union Ave to Mullen St, south on Mullen to Taylor St, west on Taylor St to Bertley St, south on Bertley St to Roberts St, west on Roberts St to the parking lot at 300 N Morley St, then will go north through the parking lot to Farror St. East on Farror to Porter street, north on Porter to Franklin Ave, east on Franklin Ave to St. Charles, south on St. Charles to Union Ave, east on Union Ave to the finish point at 1509 Union Ave. A motion was made by Kyser and seconded by Brubaker to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

A public hearing was held to consider an Industrial Development Project with EquipmentShare.com. Mayor Jeffrey opened the meeting at 6:01p.m. President of the Moberly Area Economic Development Corporation (MAEDC), Randy Asbury, Jason Terry with Gilmore & Bell, P.C., and Brian Treece with EquipmentShare.com were present to

answer any questions. Being no further comments Mayor Jeffrey noted that the Public Hearing was held and concluded the Public Hearing at 6:02 p.m.

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

Bill No. R1401: A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO EXECUTE THE BURRELL EQUIPMENT USAGE CONTRACT

Bill No. R1402: RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, CLEAN WATER STATE REVOLVING FUND PROGRAM FOR FINANCIAL ASSISTANCE UNDER THE MISSOURI CLEAN WATER LAW (CHAPTER 644, RSMo.)

Bill No. R1403: RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DRINKING WATER STATE REVOLVING FUND PROGRAM FOR FINANCIAL ASSISTANCE UNDER THE MISSOURI DRINKING WATER LAW (CHAPTER 640, RSMo.)

Bill No. R1404: RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, CLEAN WATER STATE REVOLVING FUND PROGRAM FOR FINANCIAL ASSISTANCE UNDER THE MISSOURI CLEAN WATER LAW (CHAPTER 644, RSMo.)

Bill No. R1405: RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, CLEAN STATE REVOLVING FUND PROGRAM FOR A REGIONALIZATION INCENTIVE GRANT UNDER THE MISSOURI CLEAN WATER LAW (CHAPTER 644, RSMo.)

Bill No. R1406: A RESOLUTION AUTHORIZING THE PURCHASE OF A JETVAC FOR THE PUBLIC UTILITIES DEPARTMENT

Bill No. R1407: A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE TANNEHILL WATER LINE CONSTRUCTION CONTRACT WITH WILLIS BROTHERS, INC

Bill No. R1408: A RESOLUTION ACCEPTING A QUIT CLAIM DEED FROM MARIAN E. CUMBERLANDER FOR REAL ESTATE LOCATED AT 1204 QUINN STREET

Bill No. R1409: A RESOLUTION AUTHORIZING RENEWAL OF A MASTER AGREEMENT FOR PROFESSIONAL SERVICES WITH BARTLETT & WEST, INC

Bill No. R1410: A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI TO EXECUTE A FIREWORKS DISPLAY AGREEMENT WITH J & M DISPLAYS, INC

Bill No. R1411: A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO TASK ORDER NUMBER 19 WITH BARTLETT & WEST, INC., SUPPLEMENTING A MASTER AGREEMENT DATED MARCH 3, 2020, TO PROVIDE ENGINEERING SERVICES FOR THE KIWANIS PARK SHELTER HOUSE AND RESTROOM BUILDING.

Bill No. R1412: A RESOLUTION OF THE COUNCIL OF THE CITY OF MOBERLY APPROVING A SIDEWALK REPAIR SERVICES AGREEMENT; AND PROVIDING FURTHER AUTHORITY

Bill No. R1413: A RESOLUTION AUTHORIZING A REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT-OF-WAY

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

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE ADOPTING ARTICLE III TO CHAPTER 20 OF THE CITY CODE PROVIDING FOR NO SMOKING OF MARIJUANA IN A PUBLIC PLACE OR MEETING”** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. 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 KAL CLEAVINGER FOR PROPERTY LOCATED AT 201 W. HINTON AVENUE”** 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, Kimmons, Kyser and Lucas. Nays: none. Abstain: Brubaker. 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, Kimmons, Kyser and Lucas. Nays: none. Abstain: Brubaker.

Kimmons introduced a bill for an ordinance entitled: **“AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE PLANNED DEVELOPMENT DISTRICT APPLICATION OF KAL CLEAVINGER FOR PROPERTY LOCATED AT 201 W. HINTON AVENUE”** and moved that the bill be read two times by title for passage. Lucas seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Kimmons, Kyser and Lucas. Nays: none. Abstain: Brubaker. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Kimmons, Kyser and Lucas. Nays: none. Abstain: Brubaker.

Lucas introduced a bill for an ordinance entitled: **“AN ORDINANCE AUTHORIZING THE CITY OF MOBERLY, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (EQUIPMENTSHARE.COM INC. MANUFACTURING, REFURBISHMENT AND DISTRIBUTION FACILITY PROJECT) SERIES 2023, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$55,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, IMPROVING AND EQUIPPING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COSTS-BENEFITS ANALYSIS FOR THE PROJECT; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION WITH THE PROJECT AND THE ISSUANCE OF THE BONDS”** and moved that the bill be read two times by title for passage. Kyser seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer

having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT FOR EASEMENT ACQUISITION WITH CLUB CAR WASH OPERATING LLC”** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Lucas seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker introduced **“A RESOLUTION RECORDING THE DESTRUCTION OF CERTAIN LOCAL GOVERNMENT RECORDS”** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. 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 Lucas to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kimmons introduced **“A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$421,575.31”** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Monthly reports were received from various departments.

Mayor Jeffrey nominated reappointment of JW Ballinger, and appointment of April Moran and Melissa Weggs to the Historic Preservation Commission. JW Ballinger’s appointment is expiring. Lee Seekins and Sara Fleming have resigned. A motion was made by Kyser and seconded by Lucas to reappoint JW Ballinger and appoint April Moran and Melissa Weggs to the Historic Preservation Commission. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Winona Whitaker of the Moberly Monitor Index was present.

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

Work Session

The following was discussed at the work session:

A Request For A Street Light In The 600 Block Of Fort St.

An Ordinance Approving A Cooperation Agreement For Special Events Funding; And Providing Further Authority.

An Ordinance Approving a First Addendum Intergovernmental Cooperation Agreement For The Operation Of A Farmers’ Market At The Fennel Complex; And Providing Further Authority.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Administration
Date: March 6, 2023

Agenda Item: A Proclamation for AmeriCorp

Summary: Harold Smith with Senior American Center will be attendance to present this proclamation to for AmeriCorp Senior Week of March 12-18, 2023.

Recommended Action Present this proclamation.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

Passed Failed

City of Moberly, Missouri



PROCLAMATION

Whereas,

Service is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in common cause, and throughout our history citizens have stepped up to meet our most pressing challenges of the day by volunteering in their communities; and

Whereas,

AmeriCorps Seniors programs provide opportunities for more than 200,000 American to serve their country through service at nonprofits, schools, public agencies, and community and faith-based groups across the country; and

Whereas,

In Moberly, dozens of AmeriCorps Seniors volunteers of diverse ages and backgrounds helped to meet local needs at a number of locations in Moberly and Randolph County by responding, tutoring or mentoring children and youth, supporting veterans and military families, fighting food insecurity and supporting Christmas benevolence programs; and

Whereas,

AmeriCorps Seniors volunteers encourage collaboration and partnerships, leveraging millions of volunteers in service and acquiring the support of business, foundation, and other local partners to increase the effectiveness of their initiatives; and

Whereas,

AmeriCorps seniors programs bring people together across race, age, and zip code to address critical issues facing the country, forge relationships and cultivate mutual respect, and help build resilient and thriving communities; and

Whereas,

AmeriCorps Seniors volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

Whereas,

Through their service, AmeriCorps Seniors volunteers strengthen the lives of their families, communities, and Central Missouri as a whole; and

Whereas,

National service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

Whereas,

AmeriCorps Week is an opportunity to recognize the dedication and commitment of the millions of Americans who have served in AmeriCorps Seniors and their community partners, and to encourage more Americans to follow their footsteps in service; and

Now Therefore, I, Jerry Jeffrey, Mayor of the City of Moberly, Missouri, do hereby designate March 12-18, 2023, as AmeriCorps Week in Moberly, and urge citizens to thank AmeriCorps Seniors volunteers for their service and to find their own ways to give back to their communities.

In Witness Whereof, I have hereunto set my hand and cause to be affixed the Official seal of Moberly, Randolph County Missouri this sixth day of March, 2023.



Jerry Jeffrey
Mayor

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#3.

Department: Community
Development

Date: March 6, 2023

Agenda Item: The City received a request from a resident for an additional street light be placed on Fort St. between E. Carpenter and Gilman St.

Summary: We received a written request from the residents at 605 Fort Street for the addition of a streetlight in the 600 Block of Fort. In reviewing the block, there are no streetlights within the block. The nearest lights are on the Northeast corner of Fort & Carpenter, and the Southeast Corner of Fort & Gilman. Neither of these lights are able to provide significant light down the 600 block.

Staff recommends adding a streetlight as close to the middle of the block as possible, secondary power does exist on the poles to allow a streetlight. The blue dots on the diagram below indicate the locations of the existing lights and the red dot indicates a suggested location on an existing pole, if secondary power exists there.

Recommended

Action: Approve this request.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed

Failed

right it might be a
 d time to request
 other light if possible
 Thanks -

Eddie & Nancy
 Thomas

1 Feb 2023

Dear Tom,

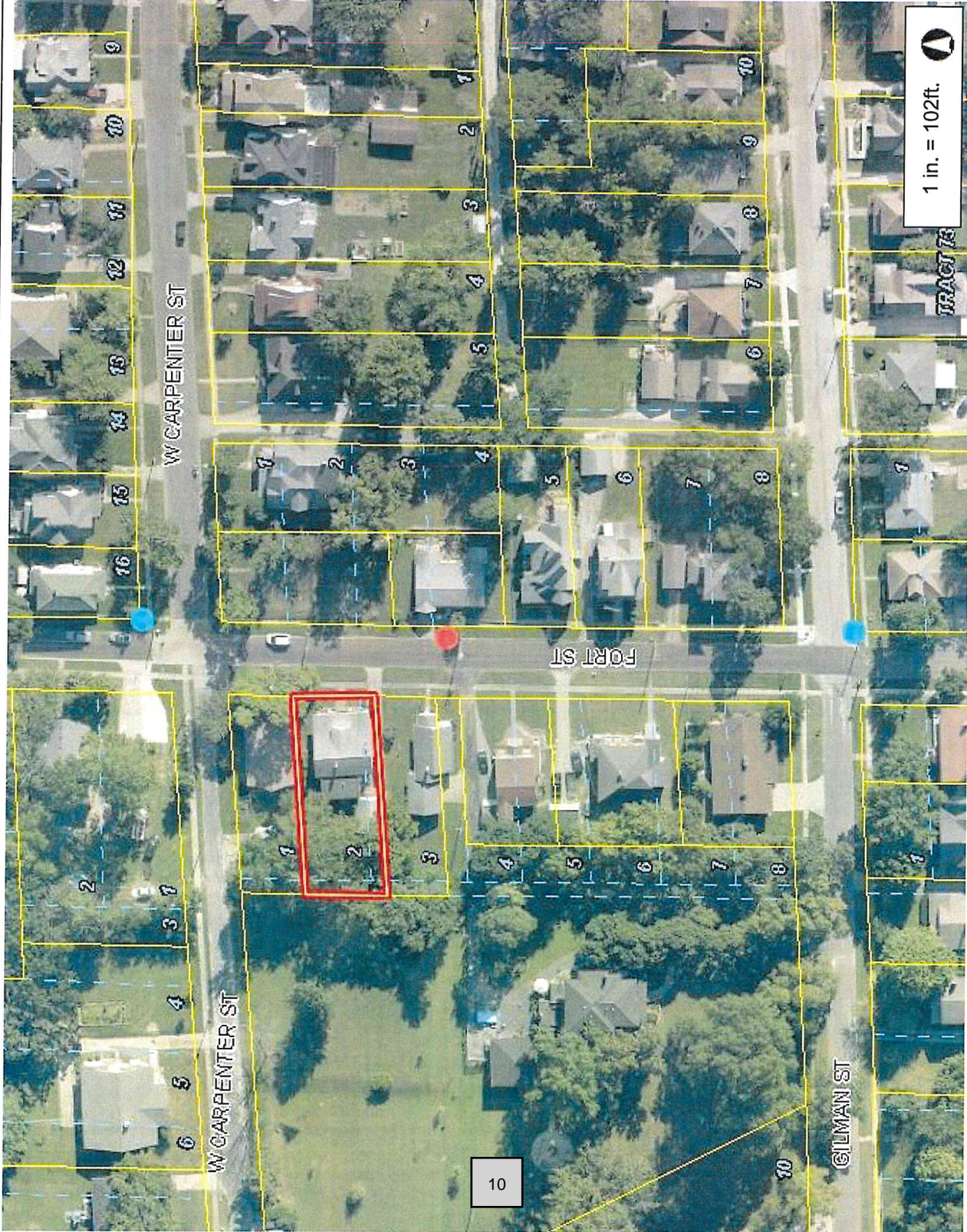
Our neighbor Jara Carter
 (609 Fort St) told me she had
 called City Hall to find out
 how to go about getting a
 street light up on our street.

She was told to write a
 letter to you. She didn't want
 to do this so I told her I
 would -

We live on 605 Fort St - there
 are lights at each end of our
 block - but it is never
 dark on our street - the
 light at the corner of W Carpenter
 & Fort lights the corner but -
 doesn't give much if any
 light on our street -

I know Ameran is working
 going to be working ~~on~~ it

Moberly, MO



Legend

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

1 in. = 102ft.



Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

204.0 Feet

102.02

0

City of Moberly City Council Agenda Summary

Agenda Number: _____

#4.

Department: Administration

Date: March 6, 2023

Agenda Item: An Ordinance Authorizing A Cooperative Agreement For Special Events With Moberly Community Betterment And The Downtown Moberly Community Improvement District.

Summary: As part of a downtown revitalization strategy, the City of Moberly (the “City”) with the support of the Downtown Moberly Community Improvement District (the “District”) has acquired the fee interest in the “Fennel Complex,” a series of long vacant commercial structures situated at Clark and Coates Streets and consisting of the Fennel Building, an 8,500 square foot, two story structure; the former Pro Auto Building, a 5,000 square foot, single story structure; and portions of a building formerly serving as the J. T. Cross Lumberyard. The City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open-air northern half of the Fennel Complex (the “Events Space”) as a public events venue.

Moberly Community Betterment, a non-for-profit public benefit corporation, (“MCB”) wishes to sponsor, promote and organize certain public events to be held at the Events Space throughout the summer months including a Car Cruise Event, all as provided in a certain Cooperative Events Funding Agreement, in substantially the form of Exhibit A, attached to and incorporated by reference in the Ordinance (the “Agreement”). Specifications for and a schedule of the events are included in the Agreement.

MCB has requested that the City waive customary rentals for the Event Space and that the District provide certain other assistance as set forth in the Agreement. Other than the waiver of rentals, the City will have no financial obligation under the Agreement. MCB and the City will each independently obtain customary insurance coverages for the Event Space.

Recommended Action: Approve this ordinance

Fund Name: N/a

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

___ ___

Council Member

M___ S___ **Brubaker**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Kyser**

___ ___

M___ S___ **Lucas**

___ ___

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR SPECIAL EVENTS WITH MOBERLY COMMUNITY BETTERMENT AND THE DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT.

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

SECTION ONE: The City of Moberly has created the “Fennel Complex” in downtown Moberly with the goal of having an events center for use by the community.

SECTION TWO: The City, Moberly Community Betterment and the Downtown Moberly Community Improvement District all wish to cooperate in operating and using the Fennel Complex as a public events venue.

SECTION THREE: The three entities have negotiated the attached Cooperative Agreement which outlines each party’s duties and responsibilities for having public events at the Fennel Complex and said Cooperative Agreement is hereby authorized and the City Manager is hereby authorized to execute said Cooperative Agreement on behalf of the City of Moberly.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 6th of March, 2023

ATTEST:

Presiding Officer at Meeting

City Clerk

COOPERATION AGREEMENT

THIS COOPERATIVE EVENTS FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2023, (the “**Effective Date**”) by and among MOBERLY COMMUNITY BETTERMENT, a Missouri not for profit corporation having a principal office at 211 West Reed Street, Moberly Missouri 65270 (“**MCB**”); the CITY OF MOBERLY, MISSOURI, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); and the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision established pursuant to sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**” and, collectively with each of the foregoing, the “**Parties**”).

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize municipalities and other political subdivisions to contract and cooperate with other municipalities and political subdivisions and with any private person, firm, association or corporation for the planning, development, or operation of any public service, the subject and purposes of which are within the scope of the powers of such municipality or political subdivision.

B. The City with the support of the District has acquired a fee interest in certain real property located within the corporate limits of the District at Clark and Coates Streets consisting of the Fennel Building, the former Pro Auto Building, and portions of a building and open area formerly serving as the J. T. Cross Lumberyard, all as legally described on Exhibit A, attached to and incorporated by reference in this Agreement (collectively, the “**Fennel Complex**”)

C. As part of a comprehensive downtown revitalization strategy, the City intends to improve and offer for rentals to public and private entities a certain portion of the Fennel Complex consisting of the open air northern half of the Fennel Complex as depicted and described on Exhibit B, attached to and incorporated by reference in this Agreement (the “**Events Space**”) as a public events venue.

D. The Parties wish to sponsor certain public events to be held at the Events Space and promoted and organized by MCB in accordance with the schedules set forth in this Agreement and the City and the District each wish to contribute to the sponsorship of and otherwise assist MCB in the implementation of the public events, including, without limitation, the waiver of customary rentals for the Event Space, all as further provided in and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

1. **Undertakings by MCB.** MCB shall provide all labor (whether by contract, employment, volunteer, or otherwise), materials, and expertise necessary to sponsor, organize, promote, and administer discrete public events consisting of a car cruise event with live music and cash bar (the “**Events**”) each to be held at the Events Space and on the dates and schedules set forth in paragraph 2 of this Agreement (collectively, the “**Event Dates**”). MCB shall at minimum:

(i) Secure the services of a licensed beverage provider, which may be a fraternal organization such as the Fraternal Order of Eagles or similar, to provide, supply, and operate the cash bar, on each Event Date and upon such terms as shall be commercially reasonable as determined by MCB;

(ii) For each Event Date secure live music by professional or semi-professional musician groups performing popular music such as jazz, rock, country, or pop;

(iii) For each Event Date secure upon such terms as shall be commercially reasonable as determined by MCB at least Three (3) motorized vehicles or trailers, properly licensed and equipped to cook, prepare, serve, and sell food at or near the Event Space; and

(iv) Provide promotion and pre-Event print and media advertising for each Event Date including, without limitation, attraction and securing of cruisers for the Car Cruise Event.

In securing the various goods and services specified in this paragraph 1, MCB may make such contractual arrangements as may be reasonably required and may retain all associated fees and charges, if any. All such contractual arrangements shall be in the name of MCB only. After conclusion of each Event on each Event Date, MCB shall be additionally responsible for waste disposal, clean-up and restoration of the Event Space to a “broom clean” finish.

2. **Event Dates and Schedule; Cancellation for Force Majeure.**

(a) Event Dates for 2023 and hours of operation shall be as follows:

Car Cruise Events:	Friday, May 12;
	Friday, June 9;
	Friday, July 14; and
	Friday, August 11.

Hours of operation for each Event Date shall be as mutually determined by MCB and the City.

(b) Any Event on any Event Date may be cancelled by MCB for *force majeure*, including, without limitation, damage or destruction by fire or other casualty; strike; lockout; civil disorder; war; shortage or delay in shipment of material or fuel; acts of God including, without limitation, extreme weather events; or other causes beyond the parties’ reasonable control. An event constituting *force majeure* may be considered a basis for cancellation if occurring or reasonably expected to occur within 24 hours prior to any Event Date and in any such case no Party shall be considered in breach or default of its obligations under this Agreement. In the event of any such cancellation, MCB shall notify the City and the District promptly upon a determination to cancel. In any such event, the City and the

District reserve the right to reoccupy and reuse the Event Space including, without limitation, rental to a third-party user.

3. **Public Support; Sources and Uses of Funds.** The City shall waive all customary rental fees and costs for the Event Space for each Event Date. The District shall provide the following amounts to MCB in support of the Events which shall be used by MCB for the activities set forth opposite the respective amount:

\$250 per Event Date (total \$1,000) for advertising and promotion expenses; and
\$4,800 single allowance for securing live music (for a grand total of \$5,800).

The foregoing amounts shall be sourced only from legally available monies. The Parties hereby acknowledge that the foregoing amounts may not represent the entire amount of costs and expenses for the associated activities or necessary to realize the Events and further acknowledge and agree that nothing in this Agreement shall require the City or the District to make available or to contribute additional funds or value over and above that specified in this paragraph 3.

4. **Insurance; Mutual Waiver and Release.** The City and MCB shall each obtain and maintain at all times during the term of this Agreement “all risk” fire and extended coverage insurance, commercial general liability insurance for the Events Space, which is commercially reasonable and in amounts and terms customary for similar activities elsewhere in Randolph County; *provided that* MCB and the City may each supply such insurance coverage under and through existing “blanket” policies. Each such insurance coverage shall name the District as an additional insured. In addition, the Parties each hereby waives and releases the other Parties and their respective officers, agents, employees, and attorneys acting under this Agreement from and against 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 asserted or capable of being asserted by such Party or any officer, agent, or employee of such Party arising in any way from the Events or any of them as contemplated under this Agreement, or of the condition of the Events Space; *provided that* the foregoing waiver and release shall not apply in any case of gross negligence or willful misconduct by any officer, agent, or employee of such Party.

5. **Mutual Cooperation.** Each Party to this Agreement hereby agrees and covenants: (i) to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; (ii) to promptly make and deliver such timely decisions as may be required to permit the other Parties to perform their obligations under this Agreement; (iii) to take such actions and execute and deliver such further documents and instruments as may be reasonably necessary to facilitate the undertakings authorized by this Agreement and which do not impair the rights of the acting or signing Party as they exist under this Agreement; and (iv) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

6. **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.

7. **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 MCB: Moberly Community Betterment
101 West Reed Street
Moberly, Missouri 65270
Attention: President and Board of Directors
- If to the City 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: Lyndee J. Rodamaker, Esq.

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.

8. **Term of Agreement; Limited Assignment.** This Agreement shall terminate upon the date which is One (1) Year from the Effective Date or earlier upon Thirty (30) days prior written notice from the terminating Party to the other Parties. This Agreement shall not be assignable by any Party without prior written consent of the other Parties. Upon the execution of this Agreement, this Agreement will replace the cooperation agreement authorized and approve via Resolution 2022-09 of the District, executed in April 2022, set to terminate in April 2022.

9. **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.

10. **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 or the District.

11. **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.

12. **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.

13. **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.

14. **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.

MOBERLY COMMUNITY BETTERMENT

By: _____
Printed name: _____
Title: _____

ATTEST:

By: _____
Title: _____

CITY OF MOBERLY, MISSOURI,

By: _____
Mayor

ATTEST:

By: _____
Shannon Hance, City Clerk

DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT

By: Ben C
Chair

ATTEST:
By: Wesley
Secretary

EXHIBIT A

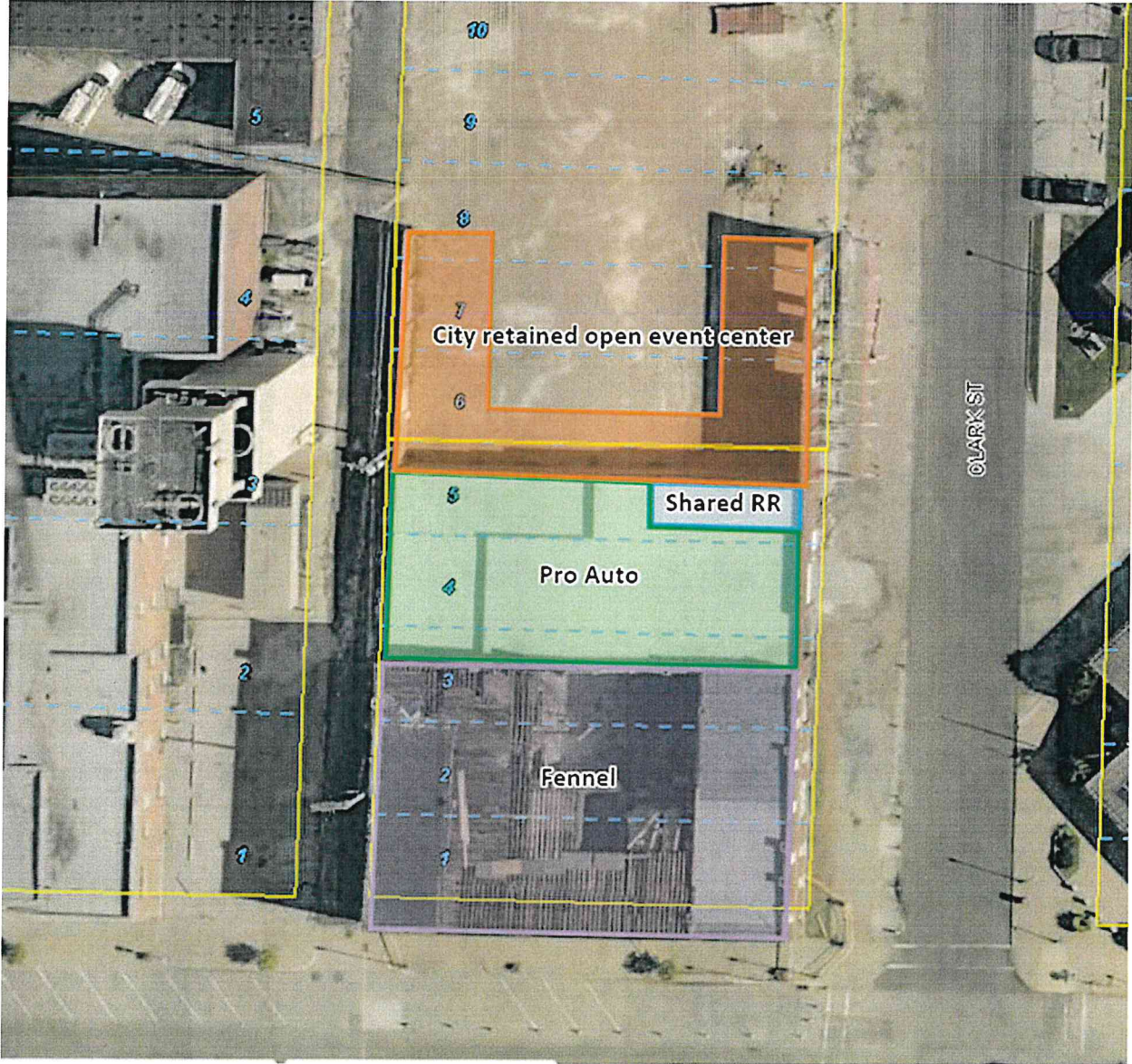
FENNEL COMPLEX – LEGAL DESCRIPTION

All of Lots One (1), Two (2), Three (3), Four (4), and Five (5) in Block Five of the Original Town Of Moberly, Missouri in Randolph County or more commonly known as 209 W. Coates Street.

All of Lots 6,7,8,9,10,11,12,13,14,15, 16, and 17 of Block 5 of the Original Town of Moberly, Missouri, Randolph County, Missouri, more particularly described as follows: Beginning at the center of a party wall and the SE corner of Lot 6 of the Original Town Of Moberly (a ½" iron rod, found N 87° 35' 32" E, 0.10 feet); thence along the center of said party wall, S 87°35'52" W, 112.70 feet to a ½" iron pipe, (set) and the SW corner of said Lot 6; thence leaving the center of said party wall and along the West line of Lots, 6,7,8,9,10,11,12,13,14,15,16, and 17, N 02° 24'08" W, 378.70 feet to the intersection with the Southerly line of Sturgeon Street; thence leaving said West line and along said Southerly line along a curve to the right having a radius of 1042.28 feet, 138.62 feet a (long chord bears, S 56°51'03" E, 135.52 feet) to a ½" iron pipe (set) at the intersection with the East line of said Lots; thence said Southerly line and along said East line, S 02° 24'08" E, 298.16 feet to the Point of Beginning. The above-described tract of land contains 0.88 acres, more or less or more commonly known as 311 N. Clark and 315 N. Clark Street.

EXHIBIT B

EVENT SPACE



City of Moberly

City Council Agenda Summary

Agenda Number: _____

#5.

Department: Administration

Date: March 6, 2023

Agenda Item: An Ordinance Authorizing A First Addendum To A Certain Intergovernmental Cooperative Agreement For Operation Of A Farmer's Market With The Randolph County Health Department And The Downtown Moberly Community Improvement District.

Summary: As part of a downtown revitalization strategy, the City of Moberly (the "City") with the support of the Downtown Moberly Community Improvement District (the "District") has acquired the fee interest in the "Fennel Complex," a series of long vacant commercial structures situated at Clark and Coates Streets and consisting of the Fennel Building, an 8,500 square foot, two story structure; the former Pro Auto Building, a 5,000 square foot, single story structure; and portions of a building formerly serving as the J. T. Cross Lumberyard.

The Randolph County Health Department (the "Department") has expressed willingness to undertake and operate such a seasonal farmers' market, all subject to and in accordance with the terms and conditions of a certain Intergovernmental Cooperation Agreement in substantially the form attached to and incorporated by reference in the Ordinance (the "Agreement"). Under the Agreement, the City will waive customary rentals for the Event Space and that the District provide one time assistance for promotional expenses. Other than the waiver of rentals, the City will have no financial obligation under the Agreement.

The Department and the City will each independently obtain customary insurance coverages for the Event Space. The City will provide customary public safety and fire protections services for the farmers' market and the Events Space in accordance with the City's normal practices for such services. The Agreement also requires that promptly at the conclusion of each market event, the Department shall police and clean the entire Events Space including collection and disposal of trash and effuse and shall in each case leaving the Events Space in a clean and sanitary condition.

The district will independently approve the Agreement.

Recommended Action: Approve this ordinance

Fund Name: N/a

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey _____

Council Member

M___ S___ Brubaker _____

M___ S___ Kimmons _____

M___ S___ Kyser _____

M___ S___ Lucas _____

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A FIRST ADDENDUM TO A CERTAIN INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR OPERATION OF A FARMER’S MARKET WITH THE RANDOLPH COUNTY HEALTH DEPARTMENT AND THE DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT.

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

SECTION ONE: Heretofore the City of Moberly, the Randolph County Health Department and the Downtown Moberly Community Improvement District entered into an Intergovernmental Cooperative Agreement to operate a Farmer’s Market at the Fennel Complex in downtown Moberly.

SECTION TWO: The City, the Randolph County Health Department and the Downtown Moberly Community Improvement District all wish to continue the Farmer’s Market under the terms and conditions of a First Addendum to Intergovernmental Cooperative Agreement.

SECTION THREE: The three entities have negotiated the attached First Amendment to Intergovernmental Cooperative Agreement which outlines each party’s duties and responsibilities for current operation of a Farmer’s Market at the Fennel Complex and said Cooperative Agreement is hereby authorized and the City Manager is hereby authorized to execute said Cooperative Agreement on behalf of the City of Moberly.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 6th day of March, 2023.

ATTEST:

Presiding Officer at Meeting

City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police/Fire Depts
Date: March 6, 2023

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Authorizing Execution Of An Application For Use Of Rescue Funds From Randolph County, Missouri.

Summary: Moberly Police Department has requested funding from Randolph County for the purchase of 35 Motorola APX 4000 P25 Digital radios to replace our current old and outdated portable radios. Randolph County now requires submission of a RESCUE FUNDING CERTIFICATION. The City of Moberly Police Department is requesting a sum of \$73,370.17 from Randolph County, Missouri, ARPA funds.

Moberly Fire Department has requested funding from Randolph County for the purchase of 8 Motorola APX 4500/8500 mobile radios and 34 Motorola APX4000 Portable radios to replace our current old and outdated portable radios. Randolph County now requires submission of a Rescue Funding Certification. The City of Moberly Fire Department is requesting a sum of \$113,584.29 from Randolph County, Missouri ARPA funds.

Recommended Action Approve the resolution

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Lucas** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING
EXECUTION OF AN APPLICATION FOR USE OF RESCUE FUNDS FROM
RANDOLPH COUNTY, MISSOURI.**

WHEREAS, Randolph County has agreed to provide funds to the Moberly Police Department to purchase 35 Motorola APX 4000 P25 Digital radios at an approximate cost of \$73,370.17; and

WHEREAS, Randolph County has also agreed to provide funds to the Moberly Fire Department to purchase Motorola portable radios at an approximate cost of \$113,584.29; and

WHEREAS, the source of the county funds are ARPA monies used for the RESCUE Act reimbursement; and

WHEREAS, attached hereto is an Application form for use of the RESCUE Act reimbursement which must be completed and filed with Randolph County to qualify for funding.

NOW, THEREFORE, BE IT RESOLVED this 6th day of March, 2023, by the City Council for the City of Moberly, Missouri, that city manager or his designee is hereby authorized to complete and sign the application form for RESCUE Act reimbursement and to take such other and further action necessary to accomplish the purpose of this resolution.

Presiding Officer

ATTEST: _____
Shannon Hance, City Clerk

Randolph County Application for RESCUE Act ReimbursementAre you a (please check one): ☐ County Department ☒ Public Entity**Entity Name:** City of Moberly Police Department**Type of Public Entity:** City Police Department

(City, School, Fire Dept. EMS, non-profit, etc.)

Remit Address: 300 N. Clark, Moberly, Missouri 65270**Contact and Title:** Troy Link, Police Chief**Contact Phone:** 1-660-263-0346**Contact Email:** tlink@moberlypd.com**Government Entity ONLY Federal Tax ID:** 4360023248Receipt/Invoices Attached: ☒Spreadsheet of Expenditures Attached: ☒Certification Notarized and Attached: ☒**TOTAL Amount Requested:** **\$73,370.17**

(Attach spreadsheet of each cost if more than one item requested)

Description of Request:

✓ New Portable Radios and Accessories for Police Department Personnel


How does project address COVID (Reference specific FAQ):

Responding to the public health and negative impacts of the pandemic by.

Utilizing funding for programs or services in response to those impacted by the negative health and economic impacts of the pandemic including the public.

Responding with funds for COVID-19 mitigation and prevention, medical expenses, behavioral healthcare and preventing and responding to violence.

Replacing our current old and outdated portable radios with new digital compatible one improves overall on scene communication capabilities, improves public safety and the safety of officers.

Printed Name: Troy Link**Signed:** **Date:** 02-27-23

RANDOLPH COUNTY, MISSOURI
Public Entity
RESCUE FUNDING CERTIFICATION
(Only 1 required per entity)

I, Troy Link (NAME), am the Police Chief of the City of Moberly Police Department (ORGANIZATION), and I certify that:

1. I have the authority on behalf of City of Moberly Police Department (ORGANIZATION) to request reimbursement payment from Randolph County from its allocation of funds from the American RESCUE Plan Act, Fiscal Recovery Funds.
2. I understand that Randolph County will rely on this certification as a material representation in making a direct payment to Wireless USA (ORGANIZATION).
3. The City of Moberly Police Department's (ORGANIZATION) proposed uses of the funds may be used to cover those costs that:
 - **Support public health expenditures**, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
 - **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector
 - **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
 - **Provide premium pay for essential workers**, offering additional support to those who have and will be the greatest health risks because of their service in critical infrastructure sectors
 - **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet
 - **OTHER USES: Providing other services not prohibited by ARPA as set out in the examples below.**

4. I further understand that:

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

- Direct or indirect offset of a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.
- Deposit to a pension fund
- Debt service
- Legal settlements or judgments
- Deposits to rainy day funds or financial reserves

5. Funds provided as a payment pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by a political subdivision or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to Randolph County. In the event that an audit finds expenditures were not allowable under the American RESCUE Plan Act, entity agrees to return grant funds to Randolph County.

6. Any entity receiving funds pursuant to this certification shall provide documentation of all uses of the funds, including but not limited to invoices and/or sales receipts. Such documentation shall be produced to Randolph County as required to receive funds.

7. Any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

8. Funds received pursuant to this certification cannot be used for expenditures for which an entity has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) **for that same expense.**

9. The City of Moberly Police Department's (ORGANIZATION) Proposed use of the requested funds are as follows: (Attach additional pages if necessary)

This project will provide 35 new Motorola P25 (digital + analog) Portable Radios for Police Department staff operations, which currently have old/outdated Motorola radios and have reached the end of their service life. The project also includes new related accessories for PD staff, to again replace the old/outdated items now being used which have reached the end of their service life.

10. City of Moberly Police Department (ORGANIZATION) requests the sum of:

\$ 73,370.17 from Randolph County, Missouri, ARPA funds.

11. Please attach bids, estimates or other documentation regarding the proposed required costs to complete the projects or purchases for the requested grant.

The following documents are attached:

- a. Summary from RFCC regarding equipment and costs
- b. Wireless USA Proposal for 35 new Motorola APX Portable Radios, Speaker/Mics, Chargers and Spare batteries, including programming

12. I agree that if our proposal is accepted and approved by the Randolph County, Missouri, Commission, that a written agreement setting forth the above must be executed by all parties before the funds are distributed to the requesting party.

13. It is agreed between all parties that upon final expenditure of funds by the requesting entity, a final report and verification of the use of said funds must be provided to the Randolph County Commission.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

By: Troy Link Title: Chief of Police

Signature: [Signature] Date: 02-27-23

Subscribed and sworn to before me this 27th day of February, ~~2020~~ 2023
Michelle Brooks
Notary Public
My commission expires 7-14-2026





Moberly Police Department: – New Portable Radios

Date: February 28, 2023

To: Randolph County Commissioners

The current Randolph County Missouri public safety radio system project includes new Portable radios and accessories for the City of Moberly Police Department. To facilitate the purchase of this equipment, a list of the requirements for these items was submitted to Wireless USA, who has now provided a proposal with detailed equipment lists as well as the labor to supply, program and install this equipment.

Attached to this memo are copies of the Wireless USA proposals, as follows:

- ☐ Qty 35 new Motorola APX4000 Portable radios,
Accessories and warranty: \$73,370.17
 - ☐ Installation Services for above equipment: \$ included
- Grand Total: \$73,370.17

The total shown above is \$18,789.83 less that the budgeted amount of \$92,160 for this equipment and services.

Summary: The Moberly Police Department seeks the approval of Randolph County for the purchase of this equipment.

Note that the above does not include the new VHF P25 Repeaters being planned for the Police Department, which will be purchased at a later date.

Regards

Rey Freeman
rfreeman@cpinternet.com
 952-541-0747 Phone



QUOTE-2057411

Billing Address:
MOBERLY POLICE
DEPARTMENT
300 N CLARK ST
MOBERLY, MO 65270
US

Quote Date:02/19/2023
Expiration Date:04/20/2023
Quote Created By:
John Briggs
john.briggs@wirelessusa.com

End Customer:
MOBERLY POLICE DEPARTMENT
Troy Link
tlink@moberlypd.com
660-263-0346

Contract: 21810 - JOHNSON COUNTY
(KS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51KDF9PW6AN	APX 4000 VHF MHZ MODEL 2 PORTABLE	35	\$2,332.00	\$1,399.20	\$48,972.00
1a	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	35	\$0.00	\$0.00	\$0.00
1b	H885BK	ADD: 3Y ESSENTIAL SERVICE	35	\$133.00	\$133.00	\$4,655.00
1c	Q811BR	ENH: SOFTWARE P25 CONVENTIONAL	35	\$650.00	\$390.00	\$13,650.00
2	NNTN8128C	BATT IMPRES LIION IP67 2000T	12	\$128.99	\$77.39	\$928.68
3	PMPN4284B	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA	1	\$707.40	\$424.44	\$424.44
4	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	35	\$82.08	\$49.25	\$1,723.75
5	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	35	\$143.64	\$86.18	\$3,016.30

Grand Total

\$73,370.17(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2057411

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

RANDOLPH COUNTY, MISSOURI
Public Entity
RESCUE FUNDING CERTIFICATION
(Only 1 required per entity)

I, Don Ryan (NAME), am the Fire Chief of the City of Moberly Fire Department (ORGANIZATION), and I certify that:

1. I have the authority on behalf of the City of Moberly Fire Department (ORGANIZATION) to request reimbursement payment from Randolph County from its allocation of funds from the American RESCUE Plan Act, Fiscal Recovery Funds.
2. I understand that Randolph County will rely on this certification as a material representation in making a direct payment to Wireless USA (ORGANIZATION).
3. The City of Moberly Fire Department's (ORGANIZATION) proposed uses of the funds may be used to cover those costs that:

- **Support public health expenditures**, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- **Provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet
- **OTHER USES: Providing other services not prohibited by ARPA as set out in the examples below.**

4. I further understand that:

The following is a list of examples of costs that would not be eligible expenditures of payments from the Fund.

- Direct or indirect offset of a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.
- Deposit to a pension fund
- Debt service
- Legal settlements or judgments
- Deposits to rainy day funds or financial reserves

Randolph County Application for RESCUE Act ReimbursementAre you a (please check one): ☐ County Department ☒ Public EntityEntity Name: City of Moberly Fire DepartmentType of Public Entity: City Fire Department

(City, School, Fire Dept. EMS, non-profit, etc.)

Remit Address: 310 N. Clark, Moberly, Missouri 65270Contact and Title: Don Ryan, Fire ChiefContact Phone: 1-660-269-8705 x2035Contact Email: ryand@moberlyfd.comGovernment Entity ONLY Federal Tax ID: 43-6002348Receipt/Invoices Attached: ☒Spreadsheet of Expenditures Attached: ☒Certification Notarized and Attached: ☒TOTAL Amount Requested: **\$113,584.29**

(Attach spreadsheet of each cost if more than one item requested)

Description of Request:

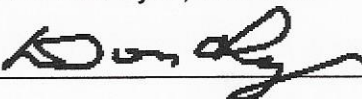
- ✓ **New Mobile and Portable Radios for Fire Department Vehicles and Personnel**

How does project address COVID (Reference specific FAQ):

We are using these funds to help the city responding to the public health and negative economic impacts of the pandemic by:

- Utilizing funding for programs or services in response to those impacted by the negative health and economic impacts of the pandemic, including the general public.

The new equipment requested correlates to the departments' ability to respond to, and address, the potential of citizens affected by COVID-19 in a safer capacity. Having reliable radio communications is key to the safety of personnel, and citizens, with the types of incidents the department responds to. The ability to communicate with other agencies (such as neighboring fire departments and EMS) can be critical in being prepared going into scenes/incidents. It will allow for proper personal protection of individuals that respond to these incidents (the ability to have the recommended and proper PPE donned prior to entry). The department has experienced unreliable radio communications in the past that can be attributed to age of equipment and costs of repairs, along with the inability to communicate with outside agencies due to lack of shared frequencies and/or other technical issues related to interoperability.

Printed Name: **Don Ryan, Fire Chief**Signed: Date: 2/22/23

5. Funds provided as a payment pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by a political subdivision or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to Randolph County. In the event that an audit finds expenditures were not allowable under the American RESCUE Plan Act, entity agrees to return grant funds to Randolph County.

6. Any entity receiving funds pursuant to this certification shall provide documentation of all uses of the funds, including but not limited to invoices and/or sales receipts. Such documentation shall be produced to Randolph County as required to receive funds.

7. Any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

8. Funds received pursuant to this certification cannot be used for expenditures for which an entity has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) **for that same expense.**

9. The City of Moberly Fire Department's (ORGANIZATION) Proposed use of the requested funds are as follows: (Attach additional pages if necessary)

This project will provide new Motorola P25 (digital + analog) Mobile Radios for eight (8) Moberly FD fire trucks and emergency vehicles, which currently have old/outdated Motorola radios and have reached the end of their service life. The project also includes new 34 new Motorola Portable (handheld) radios and related accessories for FD staff, to again replace the old/outdated Portables now being used which have reached the end of their service life.

10. City of Moberly Fire Department (ORGANIZATION) requests the sum of: **\$ 113,584.29 from Randolph County, Missouri, ARPA funds.**

11. Please attach bids, estimates or other documentation regarding the proposed required costs to complete the projects or purchases for the requested grant. The following documents are attached:

- a. Summary from RFCC regarding equipment and costs
- b. Wireless USA Proposal for 8 new Motorola APX Mobile Radios + 1 Control Head upgrade
- c. Wireless USA Proposal for 34 new Motorola APX Portable Radios, Speaker/Mics, Chargers and Spare batteries
- d. Wireless USA Proposal for the Installation of new Mobile Radios

12. I agree that if our proposal is accepted and approved by the Randolph County, Missouri, Commission, that a written agreement setting forth the above must be executed by all parties before the funds are distributed to the requesting party.

13. It is agreed between all parties that upon final expenditure of funds by the requesting entity, a final report and verification of the use of said funds must be provided to the Randolph County Commission.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

By: Don Ryan Title: Fire Chief

Signature: *Don Ryan* Date: 2/22/23

Subscribed and sworn to before me this 24th day of February, 2023.

Coral Woodin
Notary Public

My commission expires Oct. 13, 2024

CORAL WOODIN
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES OCTOBER 13, 2024
RANDOLPH COUNTY
COMMISSION #20034961



Moberly Fire Department: – New Portable Radios

Date: February 28, 2023

To: Randolph County Commissioners

The current Randolph County Missouri public safety radio system project includes new Mobile, Portable and Base radios for the City of Moberly Fire Department. To facilitate the purchase of this equipment, a list of the requirements for these items was submitted to Wireless USA, who has now provided a proposal with detailed equipment lists as well as the labor and pricing to supply, program and install this equipment.

Attached to this memo are copies of the Wireless USA proposals, as follows:

<input type="checkbox"/> Qty 34 Motorola APX4000 Portable radios, Accessories and 3-year warranty:	\$71,638.45
<input type="checkbox"/> Qty 8 Motorola APX4500 & 8500 Mobile radios, Qty 2 Motorola APX4500 Base units and warranty:	\$34,815.84
<input type="checkbox"/> Installation Services for above equipment:	\$ 7,130.00
Grand Total:	\$113,584.29

A total \$111,360 had been budgeted for this equipment and services.

Summary: The Moberly Fire Department seeks the approval of Randolph County for the purchase of this equipment.

Note that the above does not include the new VHF P25 Repeaters being planned for the Fire Department, which will be purchased at a later date.

Regards

Rey Freeman
rfreeman@cpinternet.com
 952-541-0747 Phone



QUOTE-2057414

Billing Address:

MOBERLY FIRE DEPARTMENT
310 N CLARK ST
Moberly, MO 65270
US

Quote Date:02/19/2023

Expiration Date:04/20/2023

Quote Created By:

John Briggs

john.briggs@wirelessusa.com

End Customer:

MOBERLY FIRE DEPARTMENT

Ben Wolverton

bwolverton91@gmail.com

660-346-6082

Contract: 21810 - JOHNSON COUNTY
(KS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51KDF9PW6AN	APX 4000 VHF MHZ MODEL 2 PORTABLE	25	\$2,332.00	\$1,399.20	\$34,980.00
1a	Q811BR	ENH: SOFTWARE P25 CONVENTIONAL	25	\$650.00	\$390.00	\$9,750.00
1b	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	25	\$0.00	\$0.00	\$0.00
1c	H885BK	ADD: 3Y ESSENTIAL SERVICE	25	\$133.00	\$133.00	\$3,325.00
2	NNTN8128C	BATT IMPRES LIION IP67 2000T	12	\$128.99	\$77.39	\$928.68
	APX™ 4000 Series	APX4000				
3	H51KDF9PW6AN	APX 4000 VHF MHZ MODEL 2 PORTABLE	9	\$2,332.00	\$1,399.20	\$12,592.80
3a	Q811BR	ENH: SOFTWARE P25 CONVENTIONAL	9	\$650.00	\$390.00	\$3,510.00
3b	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	9	\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2057414

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3c	H885BK	ADD: 3Y ESSENTIAL SERVICE	9	\$133.00	\$133.00	\$1,197.00
4	PMPN4284B	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA	2	\$707.40	\$424.44	\$848.88
5	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	25	\$82.08	\$49.25	\$1,231.25
6	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	38	\$143.64	\$86.18	\$3,274.84

Grand Total **\$71,638.45(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2057416

Billing Address:
 MOBERLY FIRE DEPARTMENT
 310 N CLARK ST
 Moberly, MO 65270
 US

Quote Date:02/19/2023
 Expiration Date:04/20/2023
 Quote Created By:
 John Briggs
 john.briggs@wirelessusa.com

End Customer:
 MOBERLY FIRE DEPARTMENT
 Ben Wolverton
 bwolverton91@gmail.com
 660-346-6082

Contract: 21810 - JOHNSON COUNTY
 (KS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ Control Head/ Mounting Kits/DEK BOX/ Multiplexers					
1	H1930A	E5 CH	1	\$717.00	\$430.20	\$430.20
1a	G90AC	ADD: NO MICROPHONE NEEDED APX	1	\$0.00	\$0.00	\$0.00
1b	GA01755AA	ADD: E5 REMOTE CHIB	1	\$138.00	\$82.80	\$82.80
1c	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	1	\$28.00	\$16.80	\$16.80
1d	G142AD	ADD: NO SPEAKER APX	1	\$0.00	\$0.00	\$0.00
1e	GA01282AA	ADD: NO REMOTE TIB	1	\$0.00	\$0.00	\$0.00
1f	GA01301AA	ADD: NO PWR CBL	1	\$0.00	\$0.00	\$0.00
1g	GA01297AA	ADD: NO ACCESSORY CABLE	1	\$0.00	\$0.00	\$0.00
	APX™ 8500					
2	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	1	\$5,667.00	\$3,400.20	\$3,400.20
2a	G48BB	ENH: CONVENTIONAL OPERATION APX	1	\$880.00	\$528.00	\$528.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2057416

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2b	GA05507AA	DEL: DELETE 7/800MHZ BAND	1	-\$800.00	-\$480.00	-\$480.00
2c	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1	\$288.00	\$288.00	\$288.00
2d	GA05509AA	DEL: DELETE UHF BAND	1	-\$800.00	-\$480.00	-\$480.00
2e	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
2f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	\$66.00	\$39.60	\$39.60
2g	G89AC	ADD: NO RF ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
2h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
2i	G67EH	ADD: REMOTE MOUNT E5 MP	1	\$327.00	\$196.20	\$196.20
2j	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1	\$0.00	\$0.00	\$0.00
2k	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	1	\$0.00	\$0.00	\$0.00
2l	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	\$567.00	\$340.20	\$340.20
2m	GA01670AA	ADD: APX E5 CONTROL HEAD	1	\$717.00	\$430.20	\$430.20
2n	W22BA	ADD: STD PALM MICROPHONE APX	1	\$79.00	\$47.40	\$47.40
APX™ 8500						
3	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	2	\$5,667.00	\$3,400.20	\$6,800.40
3a	G48BB	ENH: CONVENTIONAL OPERATION APX	2	\$880.00	\$528.00	\$1,056.00
3b	G609AC	ADD: REMOTE MOUNT CABLE 50 FT APX	2	\$39.00	\$23.40	\$46.80
3c	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	2	\$17.00	\$10.20	\$20.40



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2057416

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3d	GA05507AA	DEL: DELETE 7/800MHZ BAND	2	-\$800.00	-\$480.00	-\$960.00
3e	G78AT	ENH: 3 YEAR ESSENTIAL SVC	2	\$288.00	\$288.00	\$576.00
3f	GA00092AU	ADD: APXM DUAL E5 CH	2	\$627.00	\$376.20	\$752.40
3g	GA05509AA	DEL: DELETE UHF BAND	2	-\$800.00	-\$480.00	-\$960.00
3h	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00
3i	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	\$66.00	\$39.60	\$158.40
3j	G89AC	ADD: NO RF ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00
3k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	\$0.00	\$0.00	\$0.00
3l	G67EH	ADD: REMOTE MOUNT E5 MP	2	\$327.00	\$196.20	\$392.40
3m	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	2	\$0.00	\$0.00	\$0.00
3n	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	2	\$0.00	\$0.00	\$0.00
3o	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2	\$567.00	\$340.20	\$680.40
3p	GA01670AA	ADD: APX E5 CONTROL HEAD	2	\$717.00	\$430.20	\$860.40
3q	W22BA	ADD: STD PALM MICROPHONE APX	4	\$79.00	\$47.40	\$189.60
4	HAD4021A	VHF ANT WIDEBAND 136-174 MHZ	3	\$64.80	\$38.88	\$116.64
	APX™ 8500					
5	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	1	\$5,667.00	\$3,400.20	\$3,400.20
5a	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	1	\$105.00	\$63.00	\$63.00
5b	G51AT	ENH: SMARTZONE	1	\$1,650.00	\$990.00	\$990.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2057416

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
5c	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1	\$288.00	\$288.00	\$288.00
5d	GA05509AA	DEL: DELETE UHF BAND	1	-\$800.00	-\$480.00	-\$480.00
5e	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
5f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	\$66.00	\$39.60	\$39.60
5g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
5h	G67EH	ADD: REMOTE MOUNT E5 MP	1	\$327.00	\$196.20	\$196.20
5i	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1	\$0.00	\$0.00	\$0.00
5j	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	1	\$0.00	\$0.00	\$0.00
5k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	\$567.00	\$340.20	\$340.20
5l	GA01670AA	ADD: APX E5 CONTROL HEAD	1	\$717.00	\$430.20	\$430.20
5m	W22BA	ADD: STD PALM MICROPHONE APX	1	\$79.00	\$47.40	\$47.40
5n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	\$330.00	\$198.00	\$198.00
APX™ 4500 Enhanced						
6	M22KSS9PW1BN	APX4500 ENHANCED VHF MOBILE	4	\$2,036.00	\$1,221.60	\$4,886.40
6a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	4	\$216.00	\$216.00	\$864.00
6b	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	\$66.00	\$39.60	\$158.40
6c	G792AB	ADD:VHF ANT WIDEBAND 136-174 MHZ	4	\$83.00	\$49.80	\$199.20
6d	GA00804AA	ADD: APX O2 CH (GREY)	4	\$541.00	\$324.60	\$1,298.40
6e	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2057416

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
6f	G66BF	ADD: DASH MOUNT O2 APXM	4	\$138.00	\$82.80	\$331.20
6g	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	4	\$0.00	\$0.00	\$0.00
6h	W22BA	ADD: STD PALM MICROPHONE APX	4	\$79.00	\$47.40	\$189.60
6i	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	4	\$0.00	\$0.00	\$0.00
6j	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	4	\$715.00	\$429.00	\$1,716.00
APX™ 4500 Enhanced						
7	M22KSS9PW1BN	APX4500 ENHANCED VHF MOBILE	2	\$2,036.00	\$1,221.60	\$2,443.20
7a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	2	\$216.00	\$216.00	\$432.00
7b	W665BF	ADD: BASE STATION OP APX	2	\$77.00	\$46.20	\$92.40
7c	G91AF	ADD: CNTRL STATION PWR SUPPLY	2	\$296.00	\$177.60	\$355.20
7d	G66BF	ADD: DASH MOUNT O2 APXM	2	\$138.00	\$82.80	\$165.60
7e	G142AD	ADD: NO SPEAKER APX	2	\$0.00	\$0.00	\$0.00
7f	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00
7g	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	2	\$715.00	\$429.00	\$858.00
7h	GA00804AA	ADD: APX O2 CH (GREY)	2	\$541.00	\$324.60	\$649.20
7i	G89AC	ADD: NO RF ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00
7j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	\$0.00	\$0.00	\$0.00
7k	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	2	\$0.00	\$0.00	\$0.00
7l	W22BA	ADD: STD PALM MICROPHONE APX	2	\$79.00	\$47.40	\$94.80



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

**MOTOROLA SOLUTIONS**

QUOTE-2057416

Grand Total

\$34,815.84(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



1621-C Towne Drive, Columbia, MO 65202

PROJECT QUOTATION

CUSTOMER	Moberly Fire Dept	PHONE	
ADDRESS		FAX	
CONTACT	John Briggs (Sales	DATE	2/23/2023

QUOTE #	022323DG1
PREPARED BY	Dee Greer
PHONE #	573-814-2220

			UNIT	EXTENDED
	QTY	CODE	PRICE	PRICE
Single Head Radio Install (Fire Truck)	2		\$540.00	\$1,080.00
Dual Head Radio Install (Fire Truck)	1		\$675.00	\$675.00
Radio Removal Single Head	5		\$135.00	\$675.00
Radio Removal Dual Head			\$270.00	
Travel (Each Day)	4		\$135.00	\$540.00
Tank Truck/ Brush Truck Radio Install			\$540.00	
Standard Vehicle Radio Install (Single Head)	4		\$405.00	\$1,620.00
Standard Vehicle Radio Install (Dual Head)	1		\$540.00	\$540.00
Base Station Installation	2		\$1,000.00	\$2,000.00

CODES - HR (HOUR) FLR (FLAT RATE) PRG (PROGRAM)

LABOR TOTAL FROM PAGE 2		LABOR TOTAL	\$7,130.00
LABOR TOTAL FROM PAGE 3		PARTS TOTAL	
TAX RATE		TAX AMOUNT	
		GRAND TOTAL	\$7,130.00

PRICES ARE EFFECTIVE FOR 60 DAYS

EXCEPTIONS:	Above is the break down of all the estimates for the radio installations of various vehicles. Any additional work will be billed at an hourly rate.

PROJECT QUOTATION

Wireless

Project Information		Client Information	
Project Name		Client Name	
Project Address		Client Address	
Project Manager		Client Contact	
Project Details		Project Scope	
Item	Quantity	Unit Price	Total Price
1. Wireless Network Setup	1	\$1,500.00	\$1,500.00
2. Wireless Network Upgrade	1	\$2,000.00	\$2,000.00
3. Wireless Network Maintenance	1	\$1,000.00	\$1,000.00
4. Wireless Network Security	1	\$1,500.00	\$1,500.00
5. Wireless Network Monitoring	1	\$1,000.00	\$1,000.00
6. Wireless Network Troubleshooting	1	\$1,000.00	\$1,000.00
7. Wireless Network Optimization	1	\$1,000.00	\$1,000.00
8. Wireless Network Configuration	1	\$1,000.00	\$1,000.00
9. Wireless Network Testing	1	\$1,000.00	\$1,000.00
10. Wireless Network Documentation	1	\$1,000.00	\$1,000.00
Subtotal			\$10,000.00
Tax			\$1,000.00
Total			\$11,000.00
Payment Terms		Payment Schedule	
30 Days		30 Days	
60 Days		60 Days	
90 Days		90 Days	
120 Days		120 Days	
150 Days		150 Days	
180 Days		180 Days	
210 Days		210 Days	
240 Days		240 Days	
270 Days		270 Days	
300 Days		300 Days	
330 Days		330 Days	
360 Days		360 Days	
390 Days		390 Days	
420 Days		420 Days	
450 Days		450 Days	
480 Days		480 Days	
510 Days		510 Days	
540 Days		540 Days	
570 Days		570 Days	
600 Days		600 Days	
630 Days		630 Days	
660 Days		660 Days	
690 Days		690 Days	
720 Days		720 Days	
750 Days		750 Days	
780 Days		780 Days	
810 Days		810 Days	
840 Days		840 Days	
870 Days		870 Days	
900 Days		900 Days	
930 Days		930 Days	
960 Days		960 Days	
990 Days		990 Days	
1020 Days		1020 Days	
1050 Days		1050 Days	
1080 Days		1080 Days	
1110 Days		1110 Days	
1140 Days		1140 Days	
1170 Days		1170 Days	
1200 Days		1200 Days	
1230 Days		1230 Days	
1260 Days		1260 Days	
1290 Days		1290 Days	
1320 Days		1320 Days	
1350 Days		1350 Days	
1380 Days		1380 Days	
1410 Days		1410 Days	
1440 Days		1440 Days	
1470 Days		1470 Days	
1500 Days		1500 Days	
1530 Days		1530 Days	
1560 Days		1560 Days	
1590 Days		1590 Days	
1620 Days		1620 Days	
1650 Days		1650 Days	
1680 Days		1680 Days	
1710 Days		1710 Days	
1740 Days		1740 Days	
1770 Days		1770 Days	
1800 Days		1800 Days	
1830 Days		1830 Days	
1860 Days		1860 Days	
1890 Days		1890 Days	
1920 Days		1920 Days	
1950 Days		1950 Days	
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City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: March 6, 2023

Agenda Item: A Resolution Authorizing Participation In The Missouri Highway Safety Program And A Grant Application For DWI Enforcement.

Summary: Each year the Moberly Police Department participates in the Missouri Department of Transportation Traffic Enforcement Program for DWI Saturation Enforcement. This MoDOT traffic enforcement program provides money to agencies to conduct special traffic enforcement activities within their jurisdictions. The application is for the October 1, 2023, through September 30, 2024 and the application requires city council authorization.

Recommended

Action: Approve the resolution

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Lucas** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING PARTICIPATION IN THE MISSOURI HIGHWAY SAFETY PROGRAM AND A GRANT APPLICATION FOR DWI ENFORCEMENT.

WHEREAS, the Missouri Department of Transportation, Highway Safety and Traffic Division, requests that the City of Moberly participate in the Missouri Highway Safety Program (the “Program”); and

WHEREAS, the Program includes a grant process to reduce traffic fatalities and injuries; and

WHEEREAS, the Moberly Chief of Police has made application for grant funds to assist with DWI enforcement; and

WHEREAS, City staff requests that the City Council execute the attached City Council Authorization and authorize the attached grant application.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes participation in the Program and the application for DWI enforcement grant funds and the execution by all members of the Council of the City Council Authorization form.

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

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____
_____ held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of _____
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor



Highway Safety and Traffic Division
TRAFFIC ENFORCEMENT APPLICATION
October 01, 2023 through September 30, 2024
(Application due by March 01, 2023)

Highway Safety and Traffic Division
P.O. Box 7
830 MoDOT Drive
Jefferson City, MO 65102

Agency: Moberly Police Dept.

Address: 300 N. Clark St.

City: Moberly

Phone: 660-263-0346

Contact: Corp. Willis Boggs

Jurisdiction: Rural

Targeted Population: Impaired Drivers

Agency ORI#: MO0880300

Federal Tax ID#: 4360023248

DUNS #: ZFDYKNHMPTK9

State: MO Zip: 65270-1520 County: Randolph

Fax: 660-263-8540

Email: aboggs@moberlypd.com

Jurisdiction Population: 13974

Project activity for which your agency is requesting funding:

Impaired Driving

Project Title: DWI Saturation Enforcement

Requested Amount: \$3,400.00

Brief Description: DWI Enforcement

Troy Link
Authorizing Official

 072223
Authorizing Official Signature

Chief of Police
Authorizing Official Title

City of Moberly

City Council Agenda Summary

Agenda Number: #8.
 Department: Fire
 Date: March 6, 2023

Agenda Item: An Resolution Of The City Of Moberly, Missouri, Authorizing The City To Participate In The Missouri Firefighters Critical Illness Trust And Pool, And Further Authorizing The Mayor To Execute Such Documents As May Be Necessary For The City's Participation Therein.

Summary: The Missouri Firefighter Critical Illness Trust and Pool ("MFFCIT") has created a critical illness pool as authorized by Section 320.400 and 537.620 RSMo, to create an alternative for public sector agencies seeking to control rising costs due to critical illnesses, including cancers in firefighters.

Recommended

Action: Approve this resolution.

Fund Name:

Account Number:

Available Budget \$: \$0.00

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

___ ___

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Kyser**

M___ S___ **Lucas**

___ ___

___ ___

___ ___

___ ___

Passed Failed

Bill No. _____

Res. No. _____

**AN RESOLUTION OF THE CITY OF MOBERLY,
MISSOURI, AUTHORIZING THE CITY TO PARTICIPATE IN
THE MISSOURI FIREFIGHTERS CRITICAL ILLNESS TRUST
AND POOL, AND FURTHER AUTHORIZING THE MAYOR
TO EXECUTE SUCH DOCUMENTS AS MAY BE NECESSARY
FOR THE CITY’S PARTICIPATION THEREIN.**

Whereas, The Missouri Firefighter Critical Illness Trust and Pool (herein “MFFCIT”) has created a critical illness pool as authorized by Section 320.400 and 537.620 RSMo, to create an alternative for public sector agencies seeking to control rising costs due to critical illnesses, including cancers in firefighters; and

Whereas, Missouri statutes require such an entity to be formed by agreement of at least three public sector agencies; and

Whereas, upon a proper application, a new entity has been created and approved by the Director of the Division of Commerce and Insurance and Missouri Secretary of State; and

Whereas, the new entity, called “Missouri Fire Fighter Critical Illness Trust and Pool” is a separate body corporate and trust, under the oversight of a Board of Trustees and the participating agencies; and

Whereas, MFFCIT will safeguard, manage, and provide for administrative services for MFFCIT, and

Whereas, by agreeing to be one of the agencies participating in MFFCIT, this City is not forever bound to participate in MFFCIT, but does so by agreement;

Whereas, upon proper consideration the City believes that participating in the MFFCIT risk pool is in the best interests of the City,

Now Therefore Be It Ordained, by the City Council of the City of Moberly as follows:

SECTION ONE: The City hereby declares its intent to become a member of MFFCIT and to participate thereof upon approval of Board of Trustees of MFFCIT .

SECTION TWO: The Mayor is hereby authorized and directed to sign all documents necessary or expedient for the City to participate in the MFFCIT, including Trust/Pool Agreement and Bylaws, agreeing to adhere to the rules of said documents, and to be bound together with other members thereby.

SECTION THREE: The City staff are hereby authorized and directed to provide such assistance as may be necessary to carry out the intent of this resolution.

SECTION FOUR: This resolution shall be effective immediately upon its approval and execution.

Read first time and passed this _____ day of _____, 202_.

Read second time and passed this _____ day of _____, 202_.

APPROVED:

ATTEST:

Mayor

City Clerk

TRUST AND POOL AGREEMENT

FOR

MISSOURI FIRE FIGHTERS CRITICAL ILLNESS TRUST AND

POOL

May 1, 2022

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TRUST AGREEMENT

THIS AGREEMENT (“Agreement”) is entered by and between the undersigned Missouri governmental entities (who, together with and any other Missouri governmental entities that becomes a participating Member of this Pool under this Trust Agreement, are collectively the “Members”) and the undersigned Trustees constituting the Trustees for the Trust, as defined herein (“Trustees”; “Board of Trustees”).

WITNESSETH:

WHEREAS, the Members are exempt from federal income tax under the Internal Revenue Code of 1986, as amended, as a state or territory of the United States, or any political subdivision, municipality or agency thereof, or an agency of such political subdivision or municipality (including any corporation owned or controlled by any state or territory of the United States or by any political subdivision, municipality, or agency); and

WHEREAS, the Members desire by and through this Agreement to create a Fire Fighters Critical Illness Benefits Trust, with said Trust to be considered a “pool” to provide a benefit plan that provides cancer benefits consistent with the provisions of Chapters 320 and 537 of the Missouri Revised Statutes (RSMO), as specified in the Missouri Fire Fighters Critical Illness Trust Cancer Benefits Plan, (collectively, the “Plan”); and

WHEREAS, the Members desire said Pool to be managed by a Board of Trustees; and

WHEREAS, the Members desire for the Trust to accept funds that shall from time to time be paid over to the Board of Trustees in accordance with the terms of this Agreement, together with the earnings and profits thereon, if any, and to hold the funds in Trust (the “Trust”), constituting a trust, and to make disbursements from the Trust in accordance with the provisions of this Agreement and the Plan; and

WHEREAS, the Members desire to appoint the Board of Trustees as a trustee to hold and administer the assets of the Plan as trustees, and manage the Pool in accordance with this Agreement; and

WHEREAS, the Board of Trustees has agreed to manage the Pool and to serve as trustee of the Trusts established under this Agreement; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute a trust exempt from taxation under Internal Revenue Code Section 115; and

WHEREAS, the Members intend that the Trust hereby established, together with the Plan, shall constitute a Pool and Plan for the purpose of RSMO 320.400 and 537.620 ;

NOW, THEREFORE, the Members and the Board of Trustees hereby mutually covenant and agree as follows:

ARTICLE I
DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

- 1.1 **Administrator** means the person, committee or entity appointed by the Board of Trustees to serve as plan administrator of the Plan. The Administrator shall be retained by the Board of Trustees and shall administer the Plan pursuant to an administrative services agreement entered into between the Administrator and the Board of Trustees.
- 1.2 **Authorized Investment** means and is limited to those investments that are defined as permissible for investment of public funds in accordance with the Missouri Constitution Article IV, Section 15, and RSMO 30.270, as may be in effect from time to time.
- 1.3 **Beneficiary** means any person designated under the terms of the Plan to receive benefits payable upon the death of a Participant.
- 1.4 **Code** means the Internal Revenue Code of 1986, as amended.
- 1.5 **Custodian** means a depository banking institution meeting the criteria of RSMO 110.010 and selected by the Trustees, which shall serve as custodian for the Trust Fund. To the extent any assets are held by any custodian other than the selected depository banking institution, such party shall also be considered a Custodian for the Trust and must meet the same statutory criteria.
- 1.6 **Fiscal Year** means the accounting year of the Trust, which shall commence on January 1 and end on December 31 of each year, except that the first year shall commence on the Effective Date and shall end on the immediately following December 31.
- 1.7 **Investment Fund** means any of the separate funds established by the Trustees for the investment of Plan assets.
- 1.8 **Investment Manager** means any person, corporation or other organization or association appointed by the Board of Trustees pursuant to the terms of Section 4.3 to manage, acquire or dispose of the assets of an Investment Fund.
- 1.9 **Members or Member** means those governmental employers listed on Exhibit A and any other governmental employer that becomes a participating Member under this Trust pursuant to Article VIII, below.
- 1.10 **Member Representative** means that person who has been designated in writing by a Member as its representative to the Pool.

- 1.11 **Participant** means an employee or former employee of the Member.
- 1.12 **Plan** means the Missouri Fire Fighters Critical Illness Cancer Benefits Plan set forth in the Plan Summaries of Benefits as such Plan may be amended from time to time.
- 1.13 **Pool** means the Pool established by this Trust and Pool Agreement.
- 1.14 **Trust** means the Missouri Fire Fighters Critical Illness Trust and Pool established by this Agreement, also referred to herein as “Pool”, “MFFCIT”, or MFFCIP.”
- 1.15 **Board of Trustees** means the Board of Trustees as appointed according to Section 3.1 of this Agreement, acting in their role as Trustees of the Trust and manager of the Pool as defined herein.
- 1.16 **Trust Fund** means the total amount of cash and other property held in the Trust under this Agreement.
- 1.17 **Trustee** means the members of the Board of Trustees and their successors as provided by this Agreement.

ARTICLE II

ESTABLISHMENT OF THE POOL AND TRUST

- 2.1 **Pool Established.** The Members do hereby establish a pool as defined under Missouri Statute for the provision of benefits as defined in RSMO 320.400, with funds for said Pool to be held in trust as defined in this Agreement, and the Pool to be managed by the Board of Trustees of said established trust.
- 2.2 **Trust Established.** The Members hereby establish with the Board of Trustees (the Board), as a funding medium for the Plan, a Trust consisting of the Trust Fund and such earnings, profits, increments, additions, contributions and appreciation thereto and thereon as may accrue from time to time.
- 2.3 **Limit of Interest - Impossibility of Diversion.** It shall be impossible at any time for any part of the Trust to be used for or diverted to purposes other than for the exclusive benefit of the Participants and Beneficiaries covered under the Plan, except that the payment of taxes and administration expenses may be made from Trust funds as hereinafter provided. Funds of the Trust may not be transferred to any other account or fund of a Member.
- 2.4 **Board of Trustees’s Acceptance.** The Board of Trustees accepts the Trust hereby created and agrees to perform the duties hereby required of the Board of Trustees.

ARTICLE III
TRUSTEES AND SUCCESSOR TRUSTEES

3.1 **Trustees.** The Trust and Pool shall be administered by the Board of Trustees of the Trust. The Board of Trustees shall be comprised of a minimum of seven (7) and a maximum of twelve (12) individual voting Trustees; provided, however, that the Board of Trustees shall be deemed duly constituted and may commence operations of the Pool and Trust upon seating of and execution of this Agreement by four (4) initial Trustees. Each Trustee must be a Participant and current employee of a Member, except as provided below.

Initial Board of Trustees: Trustees shall be appointed to the initial Board of Trustees from among the following:

- (a) One At-Large Trustee who is a Member Representative from the Missouri State Council of Fire Fighters (MSCFF);
- (b) One At-Large Trustee who is a Member Representative from the Missouri Association of Fire Chiefs (MAFC);
- (c) One At-Large Trustee who is a Member Representative from the Fire Fighters Association of Missouri (FFAM);
- (d) Advisory Trustee Dr. Sarah Janke, Director and Senior Scientist, NDRI-USA;
- (e) At least three (3) Trustees who are Member Representatives taken from the pool Members of any size or type, who are employees of the Member. There shall be one Member Representative Trustee position elected from each of the following regions: Western Missouri; Central Missouri; Eastern Missouri.

Future Board of Trustees:

- (a) At-Large” and Advisory Trustee positions shall remain as permanent Trustee positions unless removed by the subsequent amendment of this Agreement.
- (b) The number of Member Representative Trustees shall be no less than three (3) and may be increased at the discretion of the Board.
- (c) Regional designations as required for Member Representative Trustees shall remain as constituted for the initial Board of Trustees; except that if the Board of Trustees shall in their discretion expand the number of Trustee positions for Member Representatives such regional designations or districts may be expanded or reconfigured at the Discretion of the Board of Trustees.
- (d) Nominations for Trustees from the Members and representative organizations shall be made by elected governing body of the Member (i.e., district board of directors, city

council, MSCFF Board of directors) and be submitted to the Board of Trustees at such time as the Board may require.

- (e) The initial Board appointments notwithstanding, Trustees shall be elected by the members present at an Annual Meeting as provided for in this Agreement. Terms of the Trustees shall be three-year, overlapping terms or until their successors have been appointed, except that in the initial appointment of Trustees, two of them shall serve an initial term of one year, two shall serve an initial term of two years and two of them shall serve an initial term of no more than one year so as to establish the staggering of terms. The term shall begin on a January 1, and end at midnight on a December 31, except that the initial Trustees' terms shall begin upon the formation of the Pool.
- (f) A vacancy shall occur on the Board of Trustees when a Trustee (1) submits a written resignation to the Board of Trustees; (2) dies; (3) ceases to be a Participant; (4) ceases to be a Member Representative; (5) fails to attend three consecutive regular meetings of the Board of Trustees without the Board having entered upon the record its proceedings an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or (6) is convicted of a felony. Any vacancy on the Board of Trustees shall be filled by appointment of the Board for the unexpired portion of the term. Upon appointment and written acceptance thereof, a successor Trustee shall have all the title, rights, powers and privileges and duties conferred or imposed upon the initial or predecessor Trustee.

3.2 **Successor Trustees.** No successor Trustee need examine the accounts, records and acts of any previous Trustee of any allocation of the Trust assets, nor shall such successor Trustee be responsible for any act or omission to act on the part of any previous Trustee. All Trustees and their successors from time to time acting under this Agreement shall have all the rights, powers and duties of the initial Trustees named in this Agreement, unless this Agreement is amended to provide otherwise.

3.3 **Compensation.** The Trustees shall receive no compensation for their services rendered under this Agreement other than any compensation as an employee of a particular Member. The Board of Trustees may adopt policies to reimburse Trustees for actual meeting expenses and attendance at the Board of Trustees meetings and other properly incurred expenses on Trust matters.

3.4 **Chair and Officers; Sub-Committees.** The officers of the Board of Trustees shall be the chair, vice chair and secretary/treasurer. The officers shall be appointed by the Board of Trustees from among its members. Appointment of officers shall occur at the first meeting of the Trustees each year. The Board of Trustees may establish sub-committees necessary or appropriate to the exercise of its powers.

3.5 **Meetings.** The Board of Trustees shall determine the time and place of its regular meetings. Special meetings of the Board of Trustees may be called by the chair or by four (4) Trustees. The Trustees shall be provided with at least ten (10) days prior written notice designating

the time, place and agenda of a regular meeting and three (3) days prior written notice designating the time, place and agenda of any special meeting. The manner of giving notice of meetings may include, without limitation, service by electronic mail to the Trustee's e-mail address. Regular and special meetings of the Board of Trustees may be held by telephone or electronic (internet-based) conference call. Any meeting at which all Trustees are present in person, or concerning which all Trustees have waived notice in writing, shall be a valid meeting without the requirement to provide any notice.

3.6 **Proxy.** Any Trustee may duly authorize in writing another Trustee to cast a vote on one (1) or more specific matters to be voted on at a meeting, on behalf of such Trustee. Any such written authorization must specify the matter or matters and be given for a specific meeting and may not carry over to subsequent meetings.

3.7 **No Delegates.** A Trustee and/or the Trustee's Member Representative may not appoint a delegate to serve in his or her place.

3.8 **Quorum and Voting.**

- (a) To constitute a quorum at any regular or special meeting of the Board of Trustees and for any action to be valid at such meeting, there must be present in person or by proxy a majority of the seated appointed Trustees.
- (b) Valid actions at meetings at which a quorum is present require the affirmative vote of a simple majority of those Trustees present and voting, except where an absolute majority is expressly required. Each Trustee shall cast his or her vote on each matter upon which action is taken, except where abstention from voting is required because of conflict of interest.
- (c) To approve the following items, an absolute majority vote (as defined below) is required:
 - (1) Annual budget;
 - (2) Incurring any debt other than liabilities in the ordinary course of business;
 - (3) Settling any litigation involving the Plan or Trust.

An absolute majority vote is the affirmative vote of at least four (4) Trustees, unless fewer Trustees are seated. Then a majority of the seated Trustees is needed.

3.9 **Action without a Meeting.** Any action that may be taken at a meeting of the Board of Trustees may be taken without a meeting upon the written consent of a sufficient number of the Trustees otherwise required to approve such action at a meeting and shall be effective on the date of the last consent, unless two (2) or more Trustees object to taking the action without a meeting. A copy of such written consent, signed by the Trustees, shall be provided within ten (10) days of the effective date of the consent to each Trustee. Consent may be signified by a signature of the Trustee on a written consent or by an electronic means, such as an affirmative email response to a request for confirmation of favorable action on a matter, approval of a specific resolution, etc.

3.10 **Conflicts of Interest.** Trustees should avoid the appearance of impropriety. A Trustee shall exercise care that the Trustee’s independent judgment in the discharge of Board of Trustees responsibilities is not impaired as a result of conflicts between the interests of the Trust and the Trustee’s own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee’s family or associates. A Trustee shall not vote or decide upon any matter relating solely to himself or herself, or matter solely relating to their Member organization, or vote in any case in which his or her individual right or claim to any benefit under the Plan is particularly involved or in which he or she otherwise has a conflict of interest. In the event that a Trustee believes that he or she has a conflict of interest, the Trustee shall disclose the conflict to the Board of Trustees and shall refrain from participating in the matter to which the conflict relates. The minutes of the meeting where the disclosure is made shall reflect the disclosure and the fact of the Trustee having abstained from participation in the matter. A Trustee shall not use confidential information acquired in the course of the performance of Board of Trustees responsibilities to further that Trustee’s own financial interests or personal interests, or the financial interests or personal interests of the members of the Trustee’s family or associates.

3.11 **Office Location and Meeting Place.** All meetings of the Board of Trustees shall be held at a place designated at least annually by the Board of Trustees, or the chair, if the Board of Trustees is unable to reach an agreement regarding a meeting location. The Trust shall have its initial principal office at The Scarborough Law Office, LLC, 130 S. 2nd Street, Odessa, Missouri, 64076. Said designated principal office may be changed at the discretion of the Board of Trustees.

3.12 **Agent for Service of Legal Process.** The designated agent for service of legal process shall be The Scarborough Law Office, 130 S. 2nd St., Odessa, Missouri, 64076, or any successor agent as the Board of Trustees shall designate.

3.13 **Rules and Regulations.** The Board of Trustees shall have the power at any regular or special meeting to adopt bylaws, rules, regulations, and policies for the administration of the Trust, and for the conduct of the affairs of the Board of Trustees. Any bylaws, rules, regulations and policies of the Board of Trustees shall be consistent with the written provisions of the Trust Agreement and shall be binding upon all persons dealing with the Trust and upon any and all persons claiming any benefits under the Plan.

ARTICLE IV
DUTIES OF BOARD OF TRUSTEES

4.1 **Duties.** It shall be the duty of the Board of Trustees:

- (a) **Receipt of Contributions.** To receive any contributions paid to it under this Agreement in cash or in other property acceptable to the Board of Trustees. The Board of Trustees shall not be responsible for the calculation or collection of any contribution required to be paid by the Member to the Trust under the Plan but shall be responsible only for property actually received by it pursuant to this Agreement.

- (b) **Management of Funds.** To hold, invest, reinvest, manage, and administer (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the benefit of Participants and their Beneficiaries in accordance with the terms of this Agreement.
- (c) **Payments.** To direct payments under the Plan; provided, however, that the Board of Trustees may rely upon the directions received from the Administrator, and the Administrator hereby indemnifies the Board of Trustees from any loss, claim, damage or liability, including legal expenses, that may arise in connection with the Board of Trustees acting upon such direction.
- (d) **Appointment of Administrator.** To appoint such person, committee or entity as the Board of Trustees shall determine to serve as Administrator of the Plan, and to contract with the Administrator for provision of its services. The Board of Trustees shall have the power to terminate the appointment of the Administrator upon written notice with or without cause.
- (e) **Appointment of Committees.** To appoint or delegate as necessary such persons, committees or entities as the Board of Trustees shall determine in its sole discretion to make and advise decisions under the Plan and Trust; provided, however, that the Board of Trustees may withhold to itself all authority and decision making to itself without delegation.

ARTICLE V
INVESTMENT OF TRUST ASSETS

5.1 General Investment Power/Investment Funds.

- (a) **Authority of Trustees.** Except as provided in Sections 5.2 and 5.3, the Board of Trustees shall have all authority and responsibility for the management, disposition and investment of the Trust Fund, and the Board of Trustees may consider the advice and directions of investment advisors if so appointed. The Board shall not issue any directions that are in violation of terms of the Plan or this Agreement, or the law governing investment of public funds as stated in the Missouri Constitution Article IV, Section 15, and RSMO 30.270, as may be in effect from time to time.
- (b) **Investment Funds.** The Trust may be divided into one or more separate Investment Funds, the number, makeup and description of which shall be determined from time to time by the Trustees. The Board of Trustees shall implement, terminate, value, transfer to and from and allocate the gains, losses and expenses among the Investment Funds in accordance with the advice and input of the Administrator, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers if so utilized.

- (c) **Funding Policy.** The Board of Trustees shall have responsibility for selecting or establishing and carrying out a funding policy and method, consistent with the objectives of the Plan. The Board of Trustees shall be responsible for the proper diversification of the Trust Fund, for the prudence of any investment of Trust assets consistent with State law, for compliance with statutory limitations on the amount of investment in securities, and for assuring that any such investments meet the requirements of State law.

5.2 **Investment Managers.**

- (a) **Appointment.** The Board may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds. Each such Investment Manager shall be either (i) registered as an investment adviser under the Investment Advisers Act of 1940; (ii) a bank, as defined in such Act; or (iii) an insurance company qualified to perform the services of Investment Manager under the laws of more than one state. The Board of Trustees shall obtain from any Investment Manager so appointed by it a written statement acknowledging (i) that such Investment Manager is or on the effective date of its appointment will become a fiduciary with respect to the Trust assets under its management; (ii) certifying that such Investment Manager has the power to manage, acquire or dispose of Trust assets in the manner contemplated by the contract or other written instrument by which its appointment is or will be effected; and (iii) certifying that it is either an investment adviser, a bank or an insurance company which is qualified to be appointed as an Investment Manager under this Agreement.
- (b) **Contractual Arrangement.** The Board shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Trustees deem appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).
- (c) **Board of Trustees's Duties.** With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Board of Trustees shall at their discretion follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets.

- (d) **Failure to Direct.** In the event that an appointed Investment Manager shall fail to provide direction the Board of Trustees with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Board of Trustees shall invest such cash only when appropriate, and in suitable fashion, to the best interest of the Trust.
- (e) **Termination of Appointment.** The Board shall have the power to terminate the appointment of an Investment Manager upon written notice with or without cause. Upon the termination of the appointment of an Investment Manager, the Trustees may (i) seek a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust assets, or (iii) invest the assets of such Investment Fund as the Trustees deem appropriate in accordance with the existing funding policy.

5.3 **Manner and Effect of Directions.**

- (a) **Delegation of Authority to Custodian.** The Custodian is delegated the authority and responsibility for receiving and carrying out the directions of the Board of Trustees, the Administrator, any Investment Manager or their designees. With respect to any assets held by a party other than Board of Trustees, the Board of Trustees is authorized and directed to delegate to the Custodian the authority and responsibility for receiving and carrying out the directions of the any Investment Manager or their designees. The Board of Trustees is authorized and directed to enter into such agreements with another Custodian as are deemed necessary or appropriate to affect such delegation.

- 5.4 **Authorization of Designee(s).** The Administrator and the Custodian may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the appropriate committee shall furnish the Board of Trustees with written documentation of the appointment and a specimen signature of each designee. The Board of Trustees shall be entitled to rely upon such documentation until the Board of Trustees is otherwise notified in writing.

ARTICLE VI POWERS OF BOARD OF TRUSTEES

- 6.1 **General Authority.** In accordance with the stated intent of the Pool, directions of the Members, and advice of any Investment Managers as provided in Article V, the Board of Trustees shall have the power to manage the Pool, and receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, to be held in trust, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter provided.

6.2 **Specific Powers.** In the management of the Pool and Trust, the Board of Trustees shall have the following powers in addition to the powers customarily vested in Trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon due consideration and advice to the extent applicable of any duly appointed advisors and/or Investment Managers:

- (a) **Purchase of Property.** With any cash at any time held by it, to purchase or subscribe for any authorized investment (as defined in Section 6.3) and to retain the same in trust.
- (b) **Disposition of Property.** To sell, exchange, transfer or otherwise dispose of any property at any time held by it.
- (c) **Retention of Cash.** To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust.
- (d) **Exercise of Owner's Rights.** The Members acknowledge and agree that the Board of Trustees shall have the right or power to vote proxies appurtenant to securities that it holds. The Members acknowledge and agree that the Board of Trustees shall have the power to make any review of, or consider the propriety of, holding or selling any assets held in the Trust Fund in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets.
- (e) **Registration of Investments.** To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Board of Trustees shall at all times show that all such investments are part of the Trust.
- (f) **Borrowing.** To the extent permitted by State law, to borrow or raise money for the purposes of the Trust in such amounts, and upon such terms and conditions, as appropriate in the best interest of the Trust; and, for any sum so borrowed, to issue its promissory note as Board of Trustees and to secure the repayment thereof by pledging all or any part of the Trust Fund to the extent permitted by State law; and no person lending money to the Board of Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency or propriety of any such borrowing.

- (g) **Purchase of Contracts.** To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any insurance, re-insurance, excess or stop loss insurance or annuity contract that the Board of Trustees determines to purchase or that is necessary or appropriate to carrying out the purposes of the Plan. The Board of Trustees shall endeavor to obtain stop loss insurance to provide coverage for payment of benefits under the Plan above specified per claim and aggregate limits, provided such stop loss coverage can be obtained at a reasonable cost as determined by the Board of Trustees.
- (h) **Execution of Instruments.** To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted.
- (i) **Settlement of Claims and Debts.** To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings.
- (j) **Establish Rules and Policies.** To establish, to the extent consistent with this Agreement and the Plan, rules and policies necessary or appropriate to the administration of the Trust or the carrying out of the powers herein granted.
- (k) **Trustee Insurance.** To purchase on behalf of the Board of Trustees, Trustees' errors and omissions insurance or similar coverage in such amounts as are recommended by a licensed insurance broker for benefit plans and a Trust of similar size and purpose.
- (l) **Risk Management.** To establish reasonable risk management policies and procedures.
- (m) **Delegation.** To delegate in writing fiduciary responsibilities or ministerial powers and duties to such officers, agents, representatives and independent contractors as determined desirable, provide such delegation does not conflict with the provisions of this Agreement or the Plan.
- (n) **Employment of Agents, Advisers and Counsel.** To employ suitable agents, actuaries, auditors, accountants, investment advisers, brokers, consultants and counsel, and to pay their reasonable expenses and compensation.
- (o) **Appointment of Custodian.** The Board of Trustees shall designate a custodian to hold Trust assets. The Board of Trustees may change the custodian upon an affirmative vote of a majority of seated Trustees.

- (p) **Statutory Provisions.** To exercise powers and carry out obligations provided for in the Revised Statutes of the State of Missouri, in matters relating to the administration of the Plan and Trust, upon such terms and conditions as it may deem in the best interest of the Trust.
- (q) **Power to do any Necessary Act.** To do all acts which it may deem necessary or proper and to exercise any and all powers under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

6.3 **Authorized Investments.**

- (a) **General Definition.** “Authorized investment” as used in this Article VI shall mean and be limited to those investments that are defined as permissible for investment of public funds in Missouri Constitution Article IV, Section 15, and RSMO 30.270, as may be in effect from time to time.
- (b) **Responsibility for Compliance.** The responsibility for determining whether any investment of Trust assets complies with the terms of this Agreement and applicable law shall lie solely with the Board of Trustees.

ARTICLE VII
CONTRIBUTIONS TO THE TRUST FUND

7.1 **Member Contributions.** Subject to the limitations of this Agreement, each Member shall pay or cause to be paid contributions to the Trust at such times and in the amounts determined by the Board of Trustees as are necessary to ensure funding of the Trust is sufficient, that operation of the Trust is not hazardous to the public or Participants or which the Board of Trustees otherwise deems beneficial to protect the financial condition of the Trust. The Board of Trustees shall establish Member contributions consistent with this Agreement, the Plan and any guidelines consistent with this Agreement and the Plan as established by the Board of Trustees from time-to-time. The Trustees may, in their discretion, assess special or additional member contributions for any fiscal year if, in the discretion of the Trustees, it is in the best and necessary fiscal interests of the Trust and Pool.

7.2. **Contributions on Annual Basis; Rate Structure.** The contribution rate structure for Member contributions shall provide for contributions to be made on an annual basis. Contributions shall be sufficient to fund the projected benefits and applicable expenses for the Participants receiving benefits under the Plan.

7.3 **Failure to Make Contributions.**

- (a) If any Member fails to make its Member contribution to the Trust within thirty (30) business days after the date on which they are due, such contributions shall bear interest from the date due at the rate of return for the current Prime rate set on the

date when such contribution was first due plus one percent (1%), compounded monthly.

- (b) The Board of Trustees has the right, upon an affirmative vote of a majority of seated Trustees, with any Trustees from a Member in default excluded from the vote, should the delinquent Member not cure the delinquency within thirty (30) calendar days after the Administrator provides written notice to the Member of its delinquency, to terminate:
 - (1) such Member’s participation in the Plan and Pool at the end of an additional thirty (30) calendar day notice period or the end of the Plan year of the Member’s delinquency, if earlier, if such delinquency is not cured, and
 - (2) upon such termination, no claims submitted by Participants of the delinquent Member for benefits subsequent to the date of the termination, shall be paid by the Trust.
- (c) The Board of Trustees also has the right, upon an affirmative vote of a majority of seated Trustees, with any Trustees from the Member in default excluded from the vote, to notify the Participants of such delinquent Member that such Member’s participation in the Plan and Pool has been or will be terminated.
- (d) Nothing herein, however, shall relieve the delinquent Member of its responsibility for benefits payable to its Participants.

7.4 **No Multi Year Debt Obligation of Public Funds.** This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. All financial obligations of a Member under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. The total of a Member’s contributions for any Fiscal Year , including special or additional contributions, shall not exceed one and one half (1 ½) times the annual contribution billed for such Fiscal Year unless additional funds for payment thereof have been appropriated by the Member.

7.5 **Reports.** The Board of Trustees shall provide reports needed for purposes of administration of this Agreement and the Plan.

ARTICLE VIII
PARTICIPATION, WITHDRAWAL AND OBLIGATIONS OF MEMBERS

8.1 **Participation in Trust by Members.** The initial participating Members in the Trust are as set forth on Exhibit A. Additional Members may participate in the Trust subject to the approval of the Board of Trustees, which participation shall be effective as of the beginning of the next Fiscal Year or such other date as determined by the Board of Trustees. Participation in the Trust is limited to those employers who are governmental entities as defined in RSMO 610.010 (4), participating for the purposes defined by RSMO 537.620 and of RSMO 320.400, and a Member

may participate in the Trust for such purposes. The Board of Trustees reserves the right to require a new participating Member at the time of joining the Trust to contribute to the reserves of the Trust or to make such other appropriate financial contribution as determined by the Board of Trustees. The Board of Trustees may reject requested participation by any additional Member for any reason. To participate in the Trust, a Member must properly adopt and enter into this Trust Agreement and associated bylaws, which shall be evidenced by providing to the Board of Trustees (i) a certified copy of the resolution or ordinance of the governing body of the Member approving and entering into and agreeing to be subject to, this Agreement and associated bylaws, and (ii) a signed counterpart original of this Agreement duly executed by presiding officer of the governing body or other authorized officer of the Member. An electronic copy of a signed original shall suffice. In addition, the Board of Trustees may in its discretion allow for execution of required documents via digital signature.

8.2 **Withdrawal by Member.** A Member may withdraw from participation in the entire Trust on the following terms and conditions:

- (a) Except as provided in this section, any Member which intends to withdraw from participation in the Trust must give at least ninety (90) days advance written notice to the Board of Trustees. Upon a Member's withdrawal from the Trust, any Trustees who are employees of such Member shall no longer serve as Trustees.
- (b) Upon withdrawal, the Member shall be deemed to have withdrawn from participation in the entire Trust. Upon the effective date of withdrawal, the Member's Participants shall cease to participate in the Plan, provided, that if required by law, a Participant's benefits may be extended pursuant to, if and to the extent applicable, the terms and provisions of the Plan, including those Participants who have filed a claim for or are receiving benefits under the terms of the Plan prior to the effective date of the Member's withdrawal, in which case benefits shall continue subject to the withdrawing Member's payment of required contributions.
- (c) Upon withdrawal, the Board of Trustees also has the right to notify the Participants of such withdrawing Member that such Member's participation in the Plan and Trust has ceased or will cease.
- (d) In the event of a Member's withdrawal pursuant to this section, such withdrawing Member shall have no right to any of the assets, income or reserves of the Trust at any time, nor shall such Member have any right to a refund or rebate of any of its contributions to the Trust.

8.3 **Successors and Assigns.** Upon approval of the Board of Trustees, a participating Member may transfer or assign its participation in the Trust to any successor in interest, whether by merger, consolidation, reorganization, restructuring, transfer of employees, or dissolution, creation or consolidation of Member entities or governing boards or otherwise.

8.4 **Powers of Members.** In addition to powers herein vested in the Members, the Members shall have the power to:

- (a) Amend the Agreement by a two-thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.
- (b) Terminate the Plan and disburse its assets by a two-thirds (2/3) vote of all Members, pursuant to such notice and in keeping with such procedure as shall be established by the Board of Trustees. In the case of such a vote, termination of the Plan shall be pursuant to provisions of Article X.

8.5 **Meetings of the Members.** Meetings of the Members shall be held as follows:

- (a) Members shall meet at least once annually at a time and place to be set by the Board of Trustees, with notice provided to each Member at least thirty (30) days in advance electronically.
- (b) Special meetings of the Members may be called by the Board of Trustees upon its own motion and shall be called by the Board of Trustees upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.
- (c) The chair of the Board of Trustees shall preside at the meetings; the vice chair shall preside in the absence of the chair; and the secretary/treasurer shall preside in the absence of both the chair and vice-chair.
- (d) Thirty percent (30%) percent of the Members shall constitute a quorum to conduct business at a member meeting.
- (e) Except for action to terminate the Plan, proxy voting shall be allowed, pursuant to such procedures as the Board of Trustees may determine. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative.

8.6 **Member Obligations.** In addition to the other provisions, hereof, each Member shall have the obligation to:

- (a) Pay all contributions or other payments to the Trust at such times and in such amounts as shall be established by the Board of Trustees. Any delinquent payments shall be paid with interest pursuant to a policy established by the Board of Trustees and uniformly applied.
- (b) Designate in writing a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an employee of the Member, and may be changed from time to time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative.

- (c) Allow the Board of Trustees and Administrator and their agents reasonable access to records of the Member as required for the administration of Plan and Trust.
- (d) Cooperate fully with the Board of Trustees and Administrator and their agents in matters relating to the administration of the Plan and Trust and the administration and coordination of benefits under the Plan.
- (e) Allow the Board of Trustees to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of benefits furnished through the Plan.
- (f) Comply with the benefits administration, claims handling and related policies established by the Board of Trustees.

ARTICLE IX ADMINISTRATION

9.1 **Accounting.**

- (a) **Books and Records.** The Administrator generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as shall be required by law and such additional records as may be agreed upon in writing between the Administrator and the Board of Trustees. The Trust shall account for contributions made for any benefits as may be offered by the Pool pursuant to RSMO 320.400, but separate audits or financial statements are not required. All books and records relating thereto shall be open to inspection and audit at all reasonable times by any person or persons designated by the Administrator or the Members. The Board of Trustees shall promptly provide copies of such books or records to any persons designated by the Administrator.
- (b) **Accounting.** Following the close of each Plan year of the Plan, or more frequently as the Board of Trustees and the Administrator may agree, the Board of Trustees, with the assistance of the Administrator, shall cause to be prepared a written statement setting forth all investments, receipts, disbursements and other transactions effected during such year or during the period beginning as of the close of the last preceding year. Except as may be required by statute or by regulations published by State or federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by a majority of the Members, no person shall have the right to demand or to be entitled to any further or different accounting by the Board of Trustees.
- (c) **Release.** Except with regard to claims of breach of fiduciary duty, upon the expiration of 90 days from the date of presentation to the Members of such annual

or other statement, the Board of Trustees shall forever be released and discharged from any liability or accountability to anyone as respects the propriety of its acts or transactions shown in such account, except with respect to any acts or transactions as to which, within such 90-day period, a Member whose interest is affected by such act or transaction shall file with the Board of Trustees its written disapproval. In the event such a disapproval is filed, and unless the matter is compromised by agreement of the Board of Trustees, the Board of Trustees shall file its statement covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication. The applicable statutes of limitation shall be available to the Board of Trustees in the event of a claim of breach of fiduciary duty.

- (d) **Valuations.** The Board of Trustees shall designate a party to be responsible for valuations of assets of the Trust for which prices are not readily available on a nationally recognized securities exchange.
- (e) **Reliance on Administrator.** The Board of Trustees shall be entitled to rely on the Administrator and any Custodian, other than Board of Trustees, for the maintenance and provision of all records specified in this Section.

9.2 **Expenses.** The expenses incurred by the Board of Trustees in the performance of its duties hereunder, including fees for legal and other services rendered and all other proper charges and disbursements of the Board of Trustees, including taxes of any and all kinds whatsoever, that may be levied or assessed under existing or future laws upon or in respect of the Trust or any money, property or security forming a part of the Trust Fund, shall be paid by the Board of Trustees from the Trust Fund, and the same shall constitute a charge upon the Trust Fund. To the extent the Member pays any expenses that are properly payable from the Trust Fund, the Board of Trustees shall reimburse the Member that has made payment from the Trust Fund if requested to do so by the Member.

ARTICLE X

AMENDMENT OF TRUST; TERMINATION OF PLAN

10.1 **Amendment of Trust.**

- (a) **Right to Amend.** The Members may amend this Agreement at any time or from time to time by the affirmative vote of two-thirds (2/3) of all Members, and any such amendment by its terms may be retroactive. An amendment shall require compliance with the terms of Section 8.4(a). An adopted amendment shall become effective upon the date specified in the ballot approved by the Members, without necessity of further written consent or signatures by the Members. Upon adoption of any amendment, the Board of Trustees shall cause a current copy of this Agreement to be sent to each Member.

- (b) **Exclusive Benefit.** Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any assets of the Trust Fund, other than such assets as are required to pay taxes and administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants or Beneficiaries.
- 10.2 **Termination of Plan.** The Trust shall continue for such time as may be necessary to accomplish the purposes for which it was created and shall terminate only upon the complete distribution of the Trust. The Trust may be terminated as of any date (and shall in fact terminate upon the complete distribution of the funds of this Trust on such date or thereafter) by unanimous vote of the Board of Trustees and approval by a two-thirds (2/3) vote of all Members. Upon termination of the Trust, provided that the Board of Trustees has not received instructions to the contrary, the Board of Trustees shall liquidate the Trust and, after paying the reasonable expenses of the Trust, including expenses involved in the termination, distribute the balance thereof according to the written directions of each Member for the provision of benefits similar to those provided under the Plan for the benefit of each such Member's Participants and Beneficiaries covered thereunder; provided, however, that the Board of Trustees shall not be required to make any distribution until the Board of Trustees is reasonably satisfied that adequate provision has been made for the payment of all taxes, if any, which may be due and owing by the Plan and the Trust; and provided, further, that in no event shall any distribution be made by the Board of Trustees until the Board of Trustees is reasonably satisfied that the distribution will not be contrary to the applicable provisions of the Plan dealing with termination of the Plan and the Trust.
- 10.3 **Final Accounting.** At such time as the Trust is terminated, the Board of Trustees shall render a final accounting of the affairs of the Trust to each participating Member, and thereafter there shall be no claim or action against the Board of Trustees or any Trustee, and they shall have no further responsibilities or duties and shall be discharged.

ARTICLE XI MISCELLANEOUS

- 11.1 **Nonalienation of Benefits.** Neither the benefits payable from the Trust Fund nor any interest in any of the assets of the Trust Fund shall be subject in any manner to the claim of any creditor of a Participant, or Beneficiary or to any legal process by any creditor of such Participant, or Beneficiary; and neither a Participant nor any Beneficiary shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.
- 11.2 **Benefit.** Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the benefit of Participants and Beneficiaries or the payment of expenses as herein provided.
- 11.3 **Effect of Plan.** The Board of Trustees is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Board

of Trustees any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan, and the terms of this Agreement shall control over any inconsistent terms of the Plan not contrary to State law.

11.4 **Dispute Resolution.**

- (a) Disputes arising in relation to benefits under the Plan shall be resolved in accordance with the procedures established in the Plan.
- (b) The parties to this Agreement (each, a “party”) are mutually committed to collaborative problem solving for resolving issues that may arise among or between them concerning this Agreement. In the event of a dispute, the complaining party may notify the other party of the dispute in writing and each party to the dispute will each appoint a representative to negotiate in good faith to resolve the dispute. These negotiations between representatives of the parties shall continue until the earliest of: (a) the time the dispute has been resolved; (b) the designated representatives have concluded that continued negotiation does not appear likely to resolve the dispute; or (c) sixty (60) days from the date of written notice of the dispute. If the dispute is not resolved through direct negotiations, the parties may, with the consent of all parties, attempt to settle any dispute arising out of or related to this Agreement through mediation. Unless otherwise agreed by the parties, mediation shall proceed as follows: The parties may agree on a mediator. If they are unable to agree on a mediator within sixty (60) days of the agreement to mediate, the parties shall contact an agreed upon dispute resolution organization or service and shall use its selection process to select a mediator. Each party shall bear its own costs of the mediation and the parties shall share the costs of the mediator. The mediation shall be scheduled within ninety (90) days of the agreement to mediate. If the direct negotiation process is unsuccessful and the parties do not consent to mediation or the agreed-upon mediation process does not successfully resolve the dispute within ninety (90) days of the agreement to mediate, the parties shall be entitled to pursue any other remedy allowed by law or this Agreement. However, no party shall pursue such a remedy without first exhausting the direct negotiation process.

11.5 **Entire Agreement.** This Agreement, Trust Agreement, and all exhibits and amendments attached hereto, together with Bylaws and Articles of Incorporation, constitutes the entire understanding and agreement between the parties with regard to the subject matter hereof, shall serve as an intergovernmental agreement between the members, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein.

11.6 **Approval of the Members.** The Members shall have the right, on behalf of all individuals at any time having any interest in the Trust, to approve any action taken or omitted by the Board of Trustees.

- 11.7 **Liability for Predecessor or Successor.** No successor Trustee hereunder in any way shall be liable or responsible for any actions or omissions of any prior Trustee in the administration of the Trust or the Trust Fund prior to the date such successor Trustee assumes its obligations hereunder, nor shall any prior Trustee in any way be liable or responsible for any actions or omissions of any successor Trustee.
- 11.8 **Liability for Acts of Others.** No Trustee shall be liable for the acts or omissions of a Member, the Custodian, the Administrator, or any Investment Manager except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.
- 11.9 **Governmental Immunity.** It is specifically understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by the Trust, the Board of Trustees, the individual Trustees, or the Members, of governmental immunity or of the sovereign immunity of the State of Missouri or its instrumentalities or any provision of the Constitution of the State of Missouri, the Revised Statutes of the State of Missouri, including but not limited to RSMO Chapter 537.
- 11.10 **Controlling Law.** This Agreement shall be construed according to the laws of the State of Missouri.
- 11.11 **Effective Date.** This Agreement shall be effective on and after October 1, 2021. Any amendment to this Agreement shall become effective upon the date specified in the ballot approved by the Members to adopt such amendment.
- 11.12 **Execution in Counterpart.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Member has taken appropriate legislative action approving this Agreement, and caused this Agreement to be signed by its duly authorized officers or representatives as of the day set forth its signature.

EXHIBIT A

MEMBER

Entity: _____

Sign: _____

Print: _____

Title: _____

Attest:

Sign: _____

Print: _____

Title: _____

Date of Member Adoption of Agreement:

Date: _____



Designation of Member Representative and Alternate Member Representative for the Missouri Fire Fighters Critical Illness Trust and Pool

Pursuant to Article VIII, Section 8.6 of the Pool and Trust Agreement for the Missouri Fire Fighters Critical Illness Trust and Pool (Pool), the **Governing Body** of the _____ City of Moberly _____ designates the following individuals as its Member Representative and Alternate Member Representative to the Pool to represent the member's interest in Pool matters on behalf of the member:

Member Representative (print name) Don Ryan	Alternate Representative (print name) Ross Dutton
Association with / Position in Department Fire Chief	Association with / Position in Department Captain
Representative's Mailing Address 310 N. Clark St. Moberly, MO 65270	Alternate's Mailing Address 310 N. Clark St. Moberly, MO 65270
Representative's Phone Number 660-269-8705 Ext. 2035	Alternate's Phone Number 660-269-8705 Ext. 2032
Representative's Email Address ryand@moberlyfd.com	Alternate's Email Address rdutton@moberlyfd.com

Date Authorized: _____

Authorized Governing Body Signature: _____

Print Name/Position _____ Jerry Jeffrey / Mayor



Missouri Fire Fighters Critical Illness Trust and Pool Roster

Fire Department ID (FDID):

8802

Participating Member's Legal Name:

City of Moberly Fire Department

Desired Program Effective Date:

1-Jan-23

First Name	M.I.	Last Name	Gender	Birth Year	Employee Number	Date Hired	Date Terminated	Years of Prior Full Time Fire Service	Years of Prior Part Time Fire Service	Years of Prior Volunteer Fire Service	Current Status Type (Full-Time, Part-Time, or Volunteer)
Robert	W	Ballow	Male	1968	5110	8/24/2003		0	0	10	Full-Time
Matthew	R	Boeding	Male	1995	0023	5/29/2017		0	0	0	Full-Time
Stacy	D	Brockman	Male	1967	2582	12/2/2001		0	0	0	Full-Time
Killian	M	Brown	Male	2004	5499	6/3/2023		0	0	3	Full-Time
Wayne	W	Brown	Male	1990	9797	2/20/2023		4	0	0	Full-Time
Eric	T	Burton	Male	1989	3737	2/17/2023		0	0	8	Full-Time
Mark	A	Cody	Male	1982	7938	12/30/2007		0	0	2	Full-Time
Kenneth	R	Dutton	Male	1984	8285	10/23/2011		0	0	0	Full-Time
Scott	C	Fulks	Male	1994	0218	10/8/2020		8	0	0	Full-Time
Roy	R	Holtkamp	Male	1971	9694	6/30/2002		0	0	0	Full-Time
Justus	M	McCawley	Male	1999	0375	11/7/2022		0	0	0	Full-Time
George	D	McGee	Male	1983	7804	4/16/2006		0	0	4	Full-Time
William	D	Price	Male	2003	0126	8/16/2021		0	0	1	Full-Time
Cory	S	Putnam	Male	1990	8434	10/29/2013		0	0	3	Full-Time
Joey	S	Reinhart	Male	1994	0064	10/31/2022		3	0	0	Full-Time
Lawrence	H	Rhoades	Male	1984	0298	12/7/2021		0	0	2	Full-Time
Zachariah	A	Steeves	Male	1998	0216	10/3/2020		0	0	0	Full-Time
Slater	L	Stone	Male	1996	0284	7/19/2021		0	0	1	Full-Time
Daniel	J	Sunderland	Male	1995	0169	3/31/2020		0	0	8	Full-Time
Ronald	P	Tompson	Male	1965	7660	7/31/2000		0	0	0	Full-Time
Cody		Westhues	Male	1992	8593	5/5/2016		0	0	0	Full-Time
Robert	P	Wilborn	Male	2003	0370	8/2/2022		0	0	0	Full-Time
Zachary	I	Wisdom	Male	2000	0215	10/2/2020		0	0	4	Full-Time
Charles	B	Wolverton	Male	1991	8370	12/2/2012		0	0	4	Full-Time
Donald	W	Ryan	Male	1960	244	4/5/2021		29	0	0	Full-Time

COST for 5-Year Volunteer and Part-Time Firefighters

Directions: fill out the highlighted areas to get your estimated contribution

Contribution			
Coverage Limit	2022 Cost per Person	2023 Cost per Person	2024 Cost per Person
\$100,000	\$31	\$38	\$44
\$200,000	\$63	\$75	\$88
\$300,000	\$95	\$114	\$133

Please select from dropdown
Enter number of employees

Chosen Coverage Limit	2022 Price	2023 Price	2024 Price
Select			\$ -
Number of Employees		0	0
Estimated Contribution	\$ -	\$ -	\$ -

Year	Total Contribution
2022	\$ 1,770.00
2023	\$ 2,130.00
2024	\$ 2,475.00

COST for 5-Year Full-time Firefighters

Directions: fill out the highlighted areas to get your estimated contribution

Contribution			
Coverage Limit	2022 Cost per Person	2023 Cost per Person	2024 Cost per Person
\$100,000	\$39	\$46	\$55
\$200,000	\$78	\$94	\$109
\$300,000	\$118	\$142	\$165

Please select from dropdown
Enter number of employees

Chosen Coverage Limit	2022 Price	2023 Price	2024 Price
Select	\$ 118.00	\$ 142.00	\$ 165.00
Number of Employees	15	15	15
Estimated Contribution	\$ 1,770.00	\$ 2,130.00	\$ 2,475.00



MISSOURI FIRE FIGHTERS CRITICAL ILLNESS POOL

REQUIRED ACTIONS FOR PREVENTION AND EARLY DETECTION OF CANCER IN THE FIRE SERVICE

Revised from July 6, 2015 article from *Firefighter Cancer Support Network*

Numerous studies have shown that firefighters are at increased risk of many types of cancer. The Firefighter Cancer Support Network released a white paper in 2013 on cancer in the fire service and what firefighters can do to prevent it. The paper included nine immediate actions you can take to protect firefighters against cancer. Find additional resources for taking action against cancer in the fire service from FCSN and the NVFC.

The Missouri Fire Fighters Critical Illness Pool (MFFCIP) has adopted these low cost actions as a fire operation's minimum requirement for participation in the Cancer Award Program. The Moberly Fire Department agrees as a prescient to joining MFFCIP program to immediately implement and maintain through the course of participation in the Cancer Award Program the below nine actions:

1. Use SCBA from initial attack to finish of overhaul. (Not wearing SCBA in both active and post-fire environments is the most dangerous voluntary activity in the fire service today.)
2. Do gross field decontamination of PPE to remove as much soot and particulates as possible.
3. Use Wet-Nap or baby wipes to remove as much soot as possible from head, neck, jaw, throat, underarms and hands immediately and while still on the scene.
4. Change your clothes and wash them immediately after a fire.
5. Shower thoroughly after a fire.
6. Clean your PPE, gloves, hood and helmet immediately after a fire.
7. Do not take contaminated clothes or PPE home or store it in your vehicle.
8. Decontaminate fire apparatus interior after fires.
9. Keep bunker gear out of living and sleeping quarters.

The Below actions are Strongly Recommended actions that include:

1. Use sunscreen or sunblock.
2. Stop using tobacco products. Use of tobacco could result in a 25% reduction in any benefit.
3. Do not rely on multiple gas detectors to determine PPE/SCBA donning and doffing.
4. Gently rinse or brush off fire debris and soot, place in a large, clear contractor's garbage bag before entering apparatus and returning to station.
5. Provide annual medical surveillance, as available to enhance possibility of early detection.
6. When possible wash gear in an extractor to provide enhanced level of decontamination of carcinogens.
7. When possible provide 2nd set of turnout gear to provide for proper washing and drying time of gear.
8. Complete Detectogether coursework available for free at firefighter.detectogether.org

The importance of annual medical examinations cannot be overstated — early detection and early treatment are essential to increasing survival.

Chief's Signature _____

Don Ryan

Date _____

3/7/2023

Print Chief's Name _____

Don Ryan

City of Moberly

City Council Agenda Summary

Agenda Number: #9.
 Department: City Clerk
 Date: March 6, 2023

Agenda Item: A Resolution Recording the Destruction of Certain Local Government Records.

Summary: The City of Moberly's Parks and Recreation, Police, and Utilities Departments have determined certain records no longer have administrative, legal, fiscal, research or historical value and these records are listed in the Missouri Records Manual and the minimum retention period has been exceeded. It is recommended that the City Council adopt the resolution to allow staff to commence with the destruction per established guidelines.

Recommended

Action: Approve the resolution and direct staff to proceed with destruction of records.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

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: See the attached records list for the Parks and Recreation, Police and Utilities departments; and

WHEREAS, the listed records shall be destroyed by shredding.

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

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

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

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 February 27, 2023).

Description	Date Range	# of Boxes
MIRMA Claim Documentation, Correspondence, bid info, etc. Regarding the 1996 Tornado roof claim	1995-2000	1 file
Aquatic Center Incident & Rescue Reports	2012-2013 & 2015-2016	2 files
Ticket Consignment Records: contracts, Copies of deposits, receipts, payment Records, etc.	2011-2017	7 files



Leslie Keeney, Office Manager Parks and Recreation

Date of Destruction

Accounts receivable daily receipt logs, bank recons
City of Moberly, MO

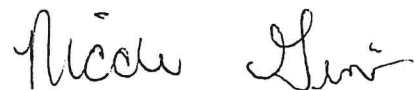
(This form documents the destruction of daily receipt logs GS
076 in accordance with the State of Missouri Records Retention
Schedule)

Minimum Retention: Completion of audit

Daily Receipts Logs Jan to March 2015	1 box
Bank Recons 2015-2016	1 box

Please see the following attachment for description detail

Nicole Gini, Lead Billing Clerk



Date of Destruction

2-28-23

GS 076**Administrative Reports**

Also Called: Activity reports; daily, weekly, monthly, or quarterly reports; management reports; subsidiary

Function: Security Sign in/Sign out sheet, etc.
Internal documents that are produced daily, weekly, monthly, or quarterly by local government units to detail program activities, operations, and/or accomplishments. Useful for compiling annual reports, planning and budgeting, and monitoring work progress.

Content: May include, but is not limited to: type of activity; employees and/or volunteers involved; time spent on activity; work completed; related information in narrative or statistical form.

Minimum Retention: Completion of audit

Disposition: Destroy

Note:

Approval Date: August 24, 2005; Revised August 28, 2012

GS 077**Deeds and Conveyances**

Also Called: Dedication deeds; Record of Right of Way; Deed of Conveyance

Function: Transfer of property or property rights to/from a local government entity.

Content: May include, but is not limited to: names and addresses of grantors and grantees; description of property; date property was transferred or granted; cross-referenced volume; page number of recorder's plat books; and signature confirming transaction. Similar records in this series include title opinions, abstracts and certificates of title, title insurance, and documentation concerning alterations or transfer of title.

Minimum Retention: Permanent

Disposition: Archive

Note:

Approval Date: August 24, 2005

GS 078**Ordinances and Resolutions**

Also Called:

Function: Legislative and non-legislative actions that document policy development. An ordinance defines a law set forth by the governmental authority; a resolution is a formal expression of opinion, will, or intent voted by the official body.

Content: May include, but is not limited to: ordinance or resolution number; title; text; date; appropriate signatures; seal; supporting documentation.

Minimum Retention: Permanent

Disposition: Archive. Microfilm for preservation.

Note: Codified ordinances and resolutions are considered reference copies and may be destroyed when superseded.

Approval Date: August 24, 2005; Revised August 25, 2015

GS 079**Websites**

Also Called:

Function: A group of World Wide Web pages usually containing hyperlinks to each other and made available online by the local government entity for responding to public inquiries and providing information about the entity.

Content: May include, but is not limited to: location of office; hours of operation; organization and officials; services provided; publications; announcements; other information related to the entity and the conduct of its business.

Minimum Retention: DCA

Disposition: Destroy

Note:

Approval Date: August 24, 2005; Revised August 24, 2010

Customer account file

City of Moberly, MO

(This form documents the destruction of daily receipt logs GS 1602 in accordance with the State of Missouri Records Retention Schedule)

Minimum Retention: 5 Years after last entry

Customer Contracts 2008-2015

6 boxes

Please see the following attachment for description detail

Nicole Gini, Lead Billing Clerk

Date of Destruction

Nicole Gini

2-28-23

1513*Note:**Approval Date:***Airport Pavement Maintenance Survey Records**

Removed to Multimodal and Transit Schedule—MMT 106

August 24, 2010; Moved August 21, 2019

Utilities (Gas, Electric, Water, Steam)**1601***Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Cathode Protection File**

Records created and used in maintaining metal pipes

May include installation documents of anodes, test stations, rectifiers, and ground beds

Until superseded or obsolete

Destroy

Cathodic protection is a technique used to control surface corrosion for water and gas pipelines

Revised, August 20, 2013

1602*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Customer Account File**

Account Card File

Records showing a billing and payment history of all customers using city utilities

May include customer name and address, date account was opened, consumption, billing and payment history, date of account closure

5 years after last entry

Destroy securely

Revised August 24, 2022

1603*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Customer Service Deposit File**

A record of whether a resident paid a utility deposit, and amount

May include customer name, address, account number, amount of deposit for connection, bills owed, cash stubs, book listings, and refunds of deposits for service terminations

2 years after deposit is refunded

Destroy

1604*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Electricity Purchase Reports**

Transportation Charge; Wheeling Charge

Records showing daily and monthly electricity purchased to meet demand

May include invoice for transportation charge, capacity charge and total energy charge in megawatts, kilowatts and dollars

5 years

Destroy

Revised, August 20, 2013

1605*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Filter Plant Files**

Monitoring data relating to the operation of the city filtration plant

May include daily logs, reports, lab and test reports, test results, quality control procedures, etc.

3 years

Destroy

Accounts receivable Records

City of Moberly, MO

(This form documents the destruction of daily receipt logs GS 008 in accordance with the State of Missouri Records Retention Schedule)

Minimum Retention: Completion of Audit

Cash Receipts Feb 2017, Aug 2017, Dec 2016, May 2017, Nov 2016,
June 2015, Sept 2016, Feb 2013, June 2016, May 2016, Jan 2016, Aug 2016
Feb 2016, May 2013, Oct 2016, Nov 2015, 2007-2016, Oct 2017,
Daily Log Reports Jan 2015-Dec 2017 31 Boxes

Please see the following attachment for description detail

Nicole Gini, Lead Billing Clerk

Nicole Gini

Date of Destruction

2-28-23

GS 006*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Subsidiary Ledgers**

Journals, Registers, Monthly Ledgers, Accounting Summary Report File, Revenue Sharing, Trial Balance Fund

May include: date, payee, purpose, fund credited or debited, check number and similar or related data.

Completion of audit

Destroy

August 15, 2001

GS 007*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Accounts Payable Records**

Invoices, Vouchers, Warrants, Billing Records, Refund File

Records documenting payment of bills for goods and services received. Payment from general accounts.

May include: correspondence, reports, invoices, statements, vouchers, purchase orders, payment authorizations, receipt records, canceled checks or warrants, and similar documents.

Completion of audit*#

Destroy

*Per RSMo 50.172 (2), County Clerks must keep these records for five (5) years. #Per RSMo 198.052 and 19 CSR 30-85 Nursing Homes must keep these records for seven (7) years

August 15, 2001; Revised August 19, 2014

GS 008*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Accounts Receivable Records**

Cash Receipt File; Sales Tax/Use Tax Distribution

Records documenting revenues owed to the local government unit by citizens, organizations, other governmental units, vendors and others to be credited to general accounts. Also documents billing and collection of moneys.

May include: reports, receipts, invoices, awards, logs, lists, summaries, statements and similar records. Information may include: receipt amount, date, invoice number, name, account number, account balance, adjustment, and similar data.

Completion of audit*

Destroy

*Per RSMo 198.052 and 19 CSR 30-85 Nursing Homes must keep these records for seven (7) years.

August 15, 2001; Revised August 19, 2014; Updated July 11, 2018

GS 009*Also Called:**Function:**Content:**Minimum Retention:**Disposition:**Note:**Approval Date:***Purchasing Records**

Purchase Orders Ledger, Purchasing Requests, Requisitions, Authorizations, Material and Cost specifications, Acquisition Orders.

Records documenting orders, authorization, and evidence of receipt of the purchase of goods and services by local government office.

May include: vendor number, project number, date of purchase order, department, vendor name and address, shipping instructions, quantity ordered, unit of issue, description of goods/services ordered, unit price, extended price, purchasing agent signature, notations of shortages or damaged goods, signature of individual signing for receipt of goods/services. 3 years plus completion of audit*

Destroy

*Per RSMo 198.052 and 19 CSR 30-85 Nursing Homes must keep these records for seven (7) years.

August 15, 2001; Revised August 19, 2014

Work Orders
City of Moberly, MO

(This form documents the destruction of daily receipt logs GS 020 in accordance with the State of Missouri Records Retention Schedule)

Minimum Retention: 3 years

Please see the following attachment for description detail

Work Orders 2018-2019

1 Box

Nicole Gini, Lead Billing Clerk

Date of Destruction

Nicole Gini

2-28-23

GS 020 Work Orders

Also Called: Maintenance requests; Service requests; Service report; Application for Services Active/Inactive; Rejected Application for Services.

Function: Internal records documenting requests and authorizations for needed services, including repair of government owned property.

Content: May include: copy center work order, telephone service and installation requests, printing orders, repair authorizations, and similar records.

Minimum Retention: 3 years

Disposition: Destroy

Note:

Approval Date: August 15, 2001

GS 021 Meeting Records (for Boards, Commissions, Committees, or Other Public Bodies)

Also Called:

Function: Documents the proceedings of public bodies described in RSMo 610.010 (4).

Content: May include: minutes, agendas, exhibits, resolutions, indexes, staff reports, correspondence, related documentation, audio or visual recordings.

Minimum Retention: Permanent - Minutes, agendas, exhibits, resolutions, and indexes (not retained permanently elsewhere); Other records - 1 year

Disposition: Permanent records - Archive. Microfilm for preservation. Other records - Destroy.

Note: See also: GS 085 Meeting Records (internal agency staff/committee)

Approval Date: August 19, 2003

GS 022 Public Notice Records

Also Called: Affidavits of Publication, Notice of Meetings, Public Notices, Proof of Publication, Zoning Notices, Written Notice of Public Hearing

Function: Records documenting compliance with laws requiring public notice of governmental activities

Content: May include: public or legal notices, certificates, affidavits of publication, and similar documents

Minimum Retention: 3 years

Disposition: Destroy

Note: See also: GS 055 Bid Records

Approval Date: August 19, 2003; Updated August 25, 2020

GS 023 Capital Improvement Projects Files

Also Called:

Function: Records related to construction/renovation/repair of publicly owned buildings, structures, streets, sidewalks or other infrastructure.

Content: May include: correspondence, bids, specifications, plans, designs, drawings, reports, notes, change orders, etc.

Minimum Retention: Retain for the life of the structure, sidewalk, or road, plus 10 years; May be subject to federal requirements.

Disposition: Destroy

Note:

Approval Date: August 19, 2003; Revised August 23, 2011

GS 024 Computer Software Licensing Files

Also Called:

Function: Documents proving the licensure and implementation of computer software programs by the agency.

Content: May include: permitted uses, rights and restrictions, warranty information, liability statement, and laws governing the product.

Minimum Retention: Retain for the duration of license plus 5 years

Disposition: Destroy

Note:

Approval Date: August 19, 2003

Meter Summary Report

City of Moberly, MO

(This form documents the destruction of daily receipt logs GS 1611 in accordance with the State of Missouri Records Retention Schedule)

Minimum Retention: 5 years

Please see the following attachment for description detail

Meter Summary Reports

1 Box

Nicole Gini, Lead Billing Clerk

Date of Destruction

Nicole Gini

2-28-23

1606*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Federal Reports: Gas System**

Reports filed with the U. S. Department of Transportation documenting the number of miles of gas mains in the system

May include description of pipe system, extent of cathodically protected system, number of leaks in mains, and services performed during the year

20 years

Destroy

1607*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Gas Leak File**

Leak Repair Records; Line Break Records; Leakage Survey; Line Patrol Record; Gas Line Inspection Record

Records documenting any leaks and repairs made to the gas line; report required for federal reporting compliance purposes

For records relating to leaks, inspections and repairs of transmission lines, Service Life of Line; For feeder lines, mains, service lines and other records, 6 Years

Destroy

See 4 CSR 240-40 (13)(F)

Revised, August 20, 2013

1608*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Gas Purchase Reports**

Records documenting the quantity of natural gas purchased from distributors and used in the municipal gas system

5 years

Destroy

1609*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Gas Tap Records**

Gas Work Orders

Work orders used to initiate gas service with new customers

Until superseded

Destroy

1610*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Meter Books**

Record documenting consumption statistics gathered when meters are read

May include make of meter, size, number, street, customer's name and address, readings, etc.

5 years

Destroy

1611*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Meter Reading Summary Reports**

Monthly summary of meter readings by customer account number for utility consumption

May include old and new readings and actual consumption

5 years

Destroy

Exhibit "A"

SHREDDED DOCUMENTS

POLICE DEPARTMENT

City Of Moberly, Missouri

This form documents the destruction of public records in accordance with the State of Missouri Records Retention schedule as of August 2015.

Document Type	Date(s) of Documents	Quantity
Miscellaneous Reports	1999, 2000, 2003 2006-2013	162 boxes
Response to Resistance Reports	2013, 2014, 2015, 2016 2017, 2018, 2019	< ¼ box

I certify the records listed above have been retained for the scheduled retention period, required audits have been completed and no pending or ongoing litigation or investigation involving these records is known to exist.



Troy Link, Chief of Police

02-28-2023

Date of Destruction

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#10.

Department: Public Works

Date: March 6, 2023

Agenda Item: A Resolution Authorizing The City Manager To Execute A United States Department Of Agriculture Form CCC-866 For The Program Year 2023.

Summary: Allows the tenants who farm ground owned by the City at the Omar Bradley airport to participate in the USDA Commodity Credit Corporation Agricultural Risk Coverage program. Because the City owns the farm ground it must also execute the form required for the program participation.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

___ ___

Council Member

M___ S___ **Brubaker**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Kyser**

___ ___

M___ S___ **Lucas**

___ ___

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A UNITED STATES DEPARTMENT OF AGRICULTURE FORM CCC-866 FOR THE PROGRAM YEAR 2023.

WHEREAS, the tenants who farm ground owned by the city at the Omar Bradley airport desire to participate in the United States Department of Agriculture (“USDA”) Commodity Credit Corporation Agricultural Risk Coverage Program for 2023; and

WHEREAS, because the city owns the farm ground it must also execute the form required for program participation; and

WHEREAS, attached hereto is Form CCC-866 for the USDA Commodity Credit Corp. Program Year 2023 which requires a signature from the city; and

WHEREAS, city staff requests that the City Council authorize execution of the attached Form and authorize the attached program application.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes participation in the Program and the application for the program and further authorizes the City Manager to execute the Form on behalf of the City.

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

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#11.

Department: City Clerk

Date: March 6, 2023

Agenda Item: A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Summary: Through the course of regular City operations, debts to various vendors and agencies are incurred. The majority are charged to the City through invoices, other debts are incurred through contractual arrangements for services, financing of purchases, and long-term debt. This resolution approves payment of two types of items; (1) those with due dates within the next two weeks, and (2) for payments that have been made for items with due dates that occurred since the previous appropriation.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$451,526.50.

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 March 6, 2023, in the amount of \$87,469.35.

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 6, 2023, in the amount of \$7,100.00.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 6, 2023, in the amount of \$44,125.52.

SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 6, 2023, in the amount of \$3,466.23.

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 March 6, 2023, in the amount of \$39,217.67.

SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 6, 2023, in the amount of \$5,357.16.

SECTION 7: There is hereby appropriated out of the **Perpetual Care Cemetery Sales Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 6, 2023, in the amount of \$27.00.

SECTION 8: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 6, 2023, in the amount of \$76,614.55.

SECTION 9: There is hereby appropriated out of the **2021 EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 6, 2023, in the amount of \$342.95.

SECTION 10: 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 March 6, 2023, in the amount of \$38,124.15.

SECTION 11: 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 March 6, 2023, in the amount of \$27,861.38.

SECTION 12: 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 March 6, 2023, in the amount of \$26,465.87.

SECTION 13: There is hereby appropriated out of the **2008A Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 6, 2023, in the amount of \$37,579.07.

SECTION 14: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 6, 2023, in the amount of \$5,828.54.

SECTION 15: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 6, 2023, in the amount of \$1,088.15.

SECTION 16: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 6, 2023, in the amount of \$3,445.04.

SECTION 17: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 6, 2023, in the amount of \$30,868.46.

SECTION 18: 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 March 6, 2023, in the amount of \$16,446.41.

SECTION 19: There is hereby appropriated out of the **Health Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 6, 2023, in the amount of \$99.00.

NOW, THEREFORE, the Moberly City Council authorizes these expenditures.

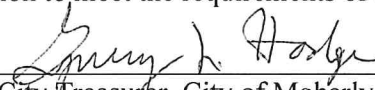
RESOLVED this 6th day of March 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

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



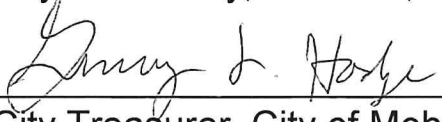
City Treasurer, City of Moberly, Missouri

**EXPENSES PAID FEBRUARY 18, 2023 - MARCH 1, 2023 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
MARCH 6, 2023 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	87,469.35
Non-Resident Lodging Tax Fund	\$	7,100.00
Payroll Fund	\$	44,125.52
Solid Waste Fund	\$	3,466.23
Parks and Recreation Fund	\$	39,217.67
Airport Fund	\$	5,357.16
Perpetual Care Cemetery Sales Fund	\$	27.00
Utilities OP & Maintenance Fund	\$	76,614.55
2021 EDA Grant Projects Fund	\$	342.95
2004B SRF Bonds Debt Service Fund	\$	38,124.15
2006A SRF Bonds Debt Service Fund	\$	27,861.38
2004C Bonds Debt Service Fund	\$	26,465.87
2008A Bonds Debt Service Fund	\$	37,579.07
Emergency Telephone Fund	\$	5,828.54
Transportation Trust Fund	\$	1,088.15
Street Improvement Fund	\$	3,445.04
Downtown CID Sales Tax Fund	\$	30,868.46
Downtown CID Property Tax Fund	\$	16,446.41
Health Trust Fund	\$	99.00

Total **\$ 451,526.50**

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

3/1/2023

Date

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Check Number	Check Issue Date	Vendor Number	Payee	Amount	
1	02/24/2023	10060	BANKCARD SERVICES	.00	V
2	02/24/2023	10546	WASTE MANAGEMENT SOLUTIONS	.00	V
90765	02/23/2023	10377	NEWMAN SIGNS INC	493.38-	V
92561	02/24/2023	10015	ADVANCED TURF SOLUTIONS	.00	V
92562	02/24/2023	10027	AMAZON CAPITAL SERVICES	.00	V
92563	02/24/2023	10032	APOLLO PORTA POTTIES & PUMPING SERVICES	.00	V
92564	02/24/2023	10036	ARISTA INFORMATION SYSTEMS INC	.00	V
92565	02/24/2023	10044	AT&T 5001	.00	V
92566	02/24/2023	10046	ATCO INTERNATIONAL	.00	V
92567	02/24/2023	10056	BACKGROUND INVESTIGATION BUREAU LLC	.00	V
92568	02/24/2023	94468	BOTKINS TRUCKING LLC	.00	V
92569	02/24/2023	10087	BRENDLINGER ENTERPRISES INC	.00	V
92570	02/24/2023	94593	BROWNFIELD OIL CO INC	.00	V
92571	02/24/2023	10095	BUTLER SUPPLY INC	.00	V
92572	02/24/2023	10124	CONLEY FOREST DO	.00	V
92573	02/24/2023	10137	CUMMINS SALES & SERVICES	.00	V
92574	02/24/2023	10167	ENGINEERING SURVEYS & SERVICES	.00	V
92575	02/24/2023	10174	EVOQUA WATER TECHNOLOGIES LLC	.00	V
92576	02/24/2023	10176	FASTENAL COMPANY	.00	V
92577	02/24/2023	10181	FIREPROGRAMS	.00	V
92578	02/24/2023	10672	FOUR SEASONS CONSERVATION LLC	.00	V
92579	02/24/2023	10194	FUSION TECHNOLOGY LLC	.00	V
92580	02/24/2023	10197	GALLS LLC	.00	V
92581	02/24/2023	10202	GLENNS GARAGE DOORS LLC	.00	V
92582	02/24/2023	10223	HAWKINS INC	.00	V
92583	02/24/2023	10249	INOVATIA LABORATORIES LLC	.00	V
92584	02/24/2023	10258	JIVE HOLDING COMPNAY LLC	.00	V
92585	02/24/2023	10259	JOHN DEERE FINANCIAL	.00	V
92586	02/24/2023	96666	JOHN E REID & ASSOCIATES INC	.00	V
92587	02/24/2023	10260	JT HOLMAN CONSTRUCTION LLC	.00	V
92588	02/24/2023	96977	LAW ENFORCEMENT SEMINARS	.00	V
92589	02/24/2023	10280	LOWES HOME CENTERS LLC	.00	V
92590	02/24/2023	10301	MATHESON TRI GAS INC	.00	V
92591	02/24/2023	97338	MCCLURE ENGINEERING COMPANY	.00	V
92592	02/24/2023	10316	MFA OIL COMPANY	.00	V
92593	02/24/2023	10322	MIDWEST ENVIR CONSULTANTS INC	.00	V
92594	02/24/2023	97545	MINSHALL, ROBERT	.00	V
92595	02/24/2023	10330	MISSOURI DEPARTMENT OF CORRECTIONS	.00	V
92596	02/24/2023	10349	MISSOURI STATE HIGHWAY PATROL ACADEMY	.00	V
92597	02/24/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	.00	V
92598	02/24/2023	10362	MOBERLY MONITOR INDEX	.00	V
92599	02/24/2023	10381	NORFOLK SOUTHERN RAILWAY CO	.00	V
92600	02/24/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	.00	V
92601	02/24/2023	98182	POWELL, STEPHEN	.00	V
92602	02/27/2023	10015	ADVANCED TURF SOLUTIONS	923.72	
92603	02/27/2023	10027	AMAZON CAPITAL SERVICES	836.63	
92604	02/27/2023	10032	APOLLO PORTA POTTIES & PUMPING SERVICES	395.00	
92605	02/27/2023	10036	ARISTA INFORMATION SYSTEMS INC	3,733.07	
92606	02/27/2023	10044	AT&T 5001	5,511.76	
92607	02/27/2023	10046	ATCO INTERNATIONAL	1,342.60	
92608	02/27/2023	10056	BACKGROUND INVESTIGATION BUREAU LLC	44.90	
92609	02/27/2023	94468	BOTKINS TRUCKING LLC	804.09	
92610	02/27/2023	10087	BRENDLINGER ENTERPRISES INC	1,085.00	

Check Number	Check Issue Date	Vendor Number	Payee	Amount
92611	02/27/2023	94593	BROWNFIELD OIL CO INC	82.00
92612	02/27/2023	10095	BUTLER SUPPLY INC	118.76
92613	02/27/2023	10124	CONLEY FOREST DO	230.00
92614	02/27/2023	10137	CUMMINS SALES & SERVICES	6,429.79
92615	02/27/2023	10167	ENGINEERING SURVEYS & SERVICES	3,433.00
92616	02/27/2023	10174	EVOQUA WATER TECHNOLOGIES LLC	9,991.66
92617	02/27/2023	10176	FASTENAL COMPANY	530.55
92618	02/27/2023	10181	FIREPROGRAMS	3,889.00
92619	02/27/2023	10672	FOUR SEASONS CONSERVATION LLC	11,500.00
92620	02/27/2023	10194	FUSION TECHNOLOGY LLC	1,539.59
92621	02/27/2023	10197	GALLS LLC	1,380.49
92622	02/27/2023	10202	GLENNS GARAGE DOORS LLC	1,480.00
92623	02/27/2023	10223	HAWKINS INC	10,020.11
92624	02/27/2023	10249	INOVATIA LABORATORIES LLC	453.95
92625	02/27/2023	10258	JIVE HOLDING COMPANY LLC	10,000.00
92626	02/27/2023	10259	JOHN DEERE FINANCIAL	1,804.86
92627	02/27/2023	96666	JOHN E REID & ASSOCIATES INC	1,260.00
92628	02/27/2023	10260	JT HOLMAN CONSTRUCTION LLC	2,208.05
92629	02/27/2023	96977	LAW ENFORCEMENT SEMINARS	425.00
92630	02/27/2023	10280	LOWES HOME CENTERS LLC	1,614.48
92631	02/27/2023	10301	MATHESON TRI GAS INC	848.75
92632	02/27/2023	97338	MCCLURE ENGINEERING COMPANY	1,000.00
92633	02/27/2023	10316	MFA OIL COMPANY	3,240.42
92634	02/27/2023	10322	MIDWEST ENVIR CONSULTANTS INC	552.00
92635	02/27/2023	97545	MINSHALL, ROBERT	24,417.56
92636	02/27/2023	10330	MISSOURI DEPARTMENT OF CORRECTIONS	750.00
92637	02/27/2023	10349	MISSOURI STATE HIGHWAY PATROL ACADEMY	440.00
92638	02/27/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	7,100.00
92639	02/27/2023	10362	MOBERLY MONITOR INDEX	245.00
92640	02/27/2023	10381	NORFOLK SOUTHERN RAILWAY CO	388.15
92641	02/27/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	823.02
92642	02/27/2023	98182	POWELL, STEPHEN	5,050.00
92643	02/27/2023	10410	PRO PUMPING & HYDROJETTING LLC	1,510.00
92644	02/27/2023	10424	RANDOLPH COUNTY RECORDER	27.00
92645	02/27/2023	10437	ROOTED 242	35.00
92646	02/27/2023	10445	SAFETY FIRE PRODUCTS LLC	924.50
92647	02/27/2023	10459	SCHULTE SUPPLY INC	250.30
92648	02/27/2023	10469	SHERWOODS SIGNS LLC	152.50
92649	02/27/2023	10673	SOUTHWEST VALUATION	700.00
92650	02/27/2023	10490	SUMNER ONE	256.41
92651	02/27/2023	10503	THOMSON REUTERS-WEST	53.00
92652	02/27/2023	10508	TOWN & COUNTRY ABSTRACT CO	400.00
92653	02/27/2023	10527	US CELLULAR	450.32
92654	02/27/2023	10533	VALIC	1,015.00
92655	02/27/2023	10544	WARREN CONSTRUCTION	3,367.00
92656	02/27/2023	10556	WESTLAKE HARDWARE	1,475.13
92657	02/27/2023	10569	WIRELESS USA	557.35
92658	02/27/2023	10573	WOOGEDY LLC	176.97
92662	03/01/2023	10012	AARONS TINTING SERVICES	1,547.00
92663	03/01/2023	93985	AERZEN USA CORP	268.61
92664	03/01/2023	10027	AMAZON CAPITAL SERVICES	368.76
92665	03/01/2023	10028	AMEREN MISSOURI	65.52
92666	03/01/2023	10661	ARCTURIS	5,230.00
92667	03/01/2023	10054	AZAVAR	386.11
92668	03/01/2023	10055	B & D LOCK & KEY	70.00
92669	03/01/2023	10064	BARR ENGINEERING COMPANY	1,829.50
92670	03/01/2023	10080	BOB'S TIRE LLC	15.00

Check Number	Check Issue Date	Vendor Number	Payee	Amount
92671	03/01/2023	10087	BRENDLINGER ENTERPRISES INC	8,936.75
92672	03/01/2023	10674	BRICTON GROUP DEVELOPMENT SERVICES LLC	25,000.00
92673	03/01/2023	10098	CAPITAL ONE	1,306.49
92674	03/01/2023	10104	CASHION FIRE EQUIPMENT LLC	576.90
92675	03/01/2023	10105	CASON BUILDING MAINTENANCE INC	2,463.70
92676	03/01/2023	10121	COE EQUIPMENT	510.69
92677	03/01/2023	10124	CONLEY FOREST DO	40.00
92678	03/01/2023	10127	CORE & MAIN LP	3,638.42
92679	03/01/2023	10134	CROWN POWER & EQUIPMENT	228.28
92680	03/01/2023	10176	FASTENAL COMPANY	474.07
92681	03/01/2023	10177	FEDERAL EXPRESS	113.22
92682	03/01/2023	10229	HEIMAN FIRE EQUIPMENT INC	378.98
92683	03/01/2023	10248	INLAND TRUCK PARTS	65.36
92684	03/01/2023	10249	INOVATIA LABORATORIES LLC	532.25
92685	03/01/2023	10601	JACKSON BROTHERS OF THE NORTH	258.06
92686	03/01/2023	10675	MISS MISSOURI SCHOLARSHIP PAGEANT	110.00
92687	03/01/2023	10356	MO VOCATIONAL ENTERPRISES	68.40
92688	03/01/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	200.00
92689	03/01/2023	10360	MOBERLY COMMUNITY BETTERMENT	5,800.00
92690	03/01/2023	97713	MOORE & SHRYOCK LLC	1,500.00
92691	03/01/2023	10376	NEUMAYER EQUIPMENT CO INC	249.25
92692	03/01/2023	10424	RANDOLPH COUNTY RECORDER	2.00
92693	03/01/2023	10485	STAPLES	38.25
92694	03/01/2023	10491	SUPERIOR ADVENTURE CENTER	29.71
92695	03/01/2023	10492	SURVEYING & MAPPING LLC	75.00
92696	03/01/2023	10501	THOMAS HILL PUBLIC WATER SUPPLY	161.90
92697	03/01/2023	10607	T-MOBILE	1,564.07
92698	03/01/2023	10519	UNIFIRST CORPORATION	1,211.91
92699	03/01/2023	10529	USA BLUE BOOK	2,024.55
92700	03/01/2023	10544	WARREN CONSTRUCTION	874.50
92701	03/01/2023	10573	WOOGEDY LLC	355.00
92702	03/01/2023	10578	ZAMKUS AND ASSOCIATES LLC	1,000.00
20230224	02/24/2023	10028	AMEREN MISSOURI	50,696.10 M
202302248	02/27/2023	10517	UMB BANK	130,030.47 M
202302249	02/24/2023	10554	WELLWORKS FOR YOU	99.00 M
202302271	02/27/2023	10060	BANKCARD SERVICES	19,185.09
202302272	02/27/2023	10546	WASTE MANAGEMENT SOLUTIONS	57.05
202303011	03/01/2023	10336	MISSOURI LAGERS	43,110.52 M
Grand Totals:				451,526.50

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100.000.1601	7,895.94	3,900.07-	3,995.87
100.000.2000	55,761.30	143,230.65-	87,469.35-
100.000.2305	2,257.36	1,128.68-	1,128.68
100.000.4300	35.00	.00	35.00
100.001.5200	37.00	.00	37.00
100.001.5202	110.94	55.47-	55.47
100.001.5211	35.99	.00	35.99
100.001.5403	29.98	14.99-	14.99
100.001.5404	300.00	150.00-	150.00
100.001.5406	426.11	20.00-	406.11

GL Account	Debit	Credit	Proof
100.002.5200	101.43	32.95-	68.48
100.002.5201	109.04	54.52-	54.52
100.002.5211	35.99	.00	35.99
100.002.5402	910.00	455.00-	455.00
100.002.5404	273.90	136.95-	136.95
100.003.5200	37.01	.00	37.01
100.003.5211	35.99	.00	35.99
100.003.5403	59.96	29.98-	29.98
100.003.5406	1,000.00	.00	1,000.00
100.004.5404	53.00	.00	53.00
100.005.5200	304.81	133.90-	170.91
100.005.5211	145.94	.99-	144.95
100.005.5212	490.00	245.00-	245.00
100.005.5403	1,391.24	695.62-	695.62
100.005.5404	750.00	375.00-	375.00
100.005.5406	2,483.00	1,000.00-	1,483.00
100.005.5418	5,814.44	2,252.97-	3,561.47
100.006.5201	15.93	.00	15.93
100.006.5211	35.99	.00	35.99
100.006.5218	160.00	80.00-	80.00
100.007.5107	477.20	238.60-	238.60
100.007.5200	657.61	246.06-	411.55
100.007.5208	1,629.52	814.76-	814.76
100.007.5209	1,288.65	.00	1,288.65
100.007.5211	143.96	.00	143.96
100.007.5212	114.00	57.00-	57.00
100.007.5307	467.85	.00	467.85
100.007.5308	49,650.92	24,825.46-	24,825.46
100.007.5402	7,040.00	3,520.00-	3,520.00
100.007.5403	391.34	.00	391.34
100.007.5806	177.00	88.50-	88.50
100.008.5107	422.00	211.00-	211.00
100.008.5200	4,214.34	1,792.48-	2,421.86
100.008.5203	235.98	35.34-	200.64
100.008.5206	2,268.30	1,134.15-	1,134.15
100.008.5209	1,791.40	.00	1,791.40
100.008.5211	124.96	.00	124.96
100.008.5217	924.50	.00	924.50
100.008.5300	59.57	.00	59.57
100.008.5307	89.50	.00	89.50
100.008.5309	659.58	.00	659.58
100.008.5311	75.35	.00	75.35
100.008.5402	980.00	490.00-	490.00
100.008.5403	8,497.94	4,248.97-	4,248.97
100.008.5406	429.80	214.90-	214.90
100.008.5806	2,045.96	249.48-	1,796.48
100.009.5200	1,189.88	252.93-	936.95
100.009.5206	151.82	75.91-	75.91
100.009.5209	887.41	.00	887.41
100.009.5211	179.95	.00	179.95
100.009.5300	4,271.14	2,748.93-	1,522.21
100.009.5311	190.52	38.29-	152.23
100.009.5406	750.00	375.00-	375.00
100.009.5813	114.10	57.05-	57.05
100.010.5200	37.52	18.76-	18.76
100.010.5209	66.13	.00	66.13
100.010.5211	35.99	.00	35.99

GL Account	Debit	Credit	Proof
100.010.5300	171.09	.00	171.09
100.010.5305	28.16	14.08-	14.08
100.010.5311	75.92	37.96-	37.96
100.010.5406	750.00	375.00-	375.00
100.011.5200	77.39	.00	77.39
100.011.5204	665.70	.00	665.70
100.011.5209	666.62	.00	666.62
100.011.5300	2,170.00	1,085.00-	1,085.00
100.011.5406	2,288.70	.00	2,288.70
100.012.5209	51.55	.00	51.55
100.012.5211	35.99	.00	35.99
100.013.5209	561.12	.00	561.12
100.013.5210	13,203.34	.00	13,203.34
100.013.5308	16.00	8.00-	8.00
100.013.5403	2,389.22	1,194.61-	1,194.61
100.013.5806	1,101.98	550.99-	550.99
100.014.5204	22.75	.00	22.75
100.018.5300	14.16	.00	14.16
100.019.5209	17.39	.00	17.39
100.020.5204	255.50	.00	255.50
100.020.5209	425.39	.00	425.39
100.020.5406	175.00	.00	175.00
102.000.2000	7,100.00	14,200.00-	7,100.00-
102.000.5406	14,200.00	7,100.00-	7,100.00
105.000.2000	.00	44,125.52-	44,125.52-
105.000.2603	1,015.00	.00	1,015.00
105.000.5102	43,110.52	.00	43,110.52
110.000.2000	3,433.00	6,899.23-	3,466.23-
110.033.5209	33.23	.00	33.23
110.033.5417	6,866.00	3,433.00-	3,433.00
115.000.2000	20,008.50	59,226.17-	39,217.67-
115.040.5200	265.84	126.54-	139.30
115.040.5204	771.04	385.52-	385.52
115.040.5209	2,475.71	.00	2,475.71
115.040.5211	35.99	.00	35.99
115.040.5300	531.90	265.95-	265.95
115.040.5311	1,138.88	569.44-	569.44
115.041.5200	1,787.72	554.65-	1,233.07
115.041.5204	894.52	447.26-	447.26
115.041.5209	2,821.64	.00	2,821.64
115.041.5211	71.98	.00	71.98
115.041.5300	149.99	.00	149.99
115.041.5301	23,000.00	11,500.00-	11,500.00
115.041.5311	201.56	100.78-	100.78
115.041.5402	1,200.00	600.00-	600.00
115.041.5403	1,198.70	599.35-	599.35
115.042.5209	398.71	.00	398.71
115.042.5402	1,567.50	783.75-	783.75
115.043.5214	882.85	238.56-	644.29
115.043.5406	110.00	.00	110.00
115.044.5200	116.45	.00	116.45
115.044.5204	212.64	106.32-	106.32
115.044.5206	141.97	.00	141.97
115.044.5209	425.40	.00	425.40
115.044.5211	71.98	.00	71.98
115.044.5212	82.70	41.35-	41.35
115.044.5403	2,702.54	1,351.27-	1,351.27

GL Account	Debit	Credit	Proof
115.044.5406	1,516.12	.00	1,516.12
115.044.5807	141.72	70.86-	70.86
115.048.5200	1,149.47	524.80-	624.67
115.048.5206	250.78	107.89-	142.89
115.048.5209	638.32	.00	638.32
115.048.5211	35.99	.00	35.99
115.048.5214	1,847.44	923.72-	923.72
115.048.5300	1,451.56	710.49-	741.07
115.048.5311	8,936.56	.00	8,936.56
120.000.2000	896.33	6,253.49-	5,357.16-
120.000.5200	116.99	.00	116.99
120.000.5204	267.96	.00	267.96
120.000.5209	636.62	.00	636.62
120.000.5211	35.99	.00	35.99
120.000.5300	3,261.88	245.93-	3,015.95
120.000.5311	406.05	78.40-	327.65
120.000.5406	1,528.00	572.00-	956.00
125.000.2000	.00	27.00-	27.00-
125.000.4814	27.00	.00	27.00
301.000.2000	38,838.49	115,453.04-	76,614.55-
301.110.5200	35.53	.00	35.53
301.110.5201	22.32	.00	22.32
301.110.5202	2,450.48	1,225.24-	1,225.24
301.110.5203	5,015.66	2,507.83-	2,507.83
301.110.5211	127.94	.00	127.94
301.110.5308	118.56	59.28-	59.28
301.110.5406	1,500.00	.00	1,500.00
301.112.5200	398.54	179.28-	219.26
301.112.5205	325.18	162.59-	162.59
301.112.5206	1,175.02	574.55-	600.47
301.112.5209	1,121.22	.00	1,121.22
301.112.5211	207.71	.00	207.71
301.112.5213	694.99	139.94-	555.05
301.112.5217	13.00	6.50-	6.50
301.112.5310	696.67	183.16-	513.51
301.112.5311	987.13	127.89-	859.24
301.112.5313	327.93	70.60-	257.33
301.112.5314	2,884.96	70.58-	2,814.38
301.112.5402	700.00	350.00-	350.00
301.112.5406	40.00	20.00-	20.00
301.113.5200	379.86	189.93-	189.93
301.113.5206	305.80	152.90-	152.90
301.113.5207	20,040.22	10,020.11-	10,020.11
301.113.5209	8,091.99	.00	8,091.99
301.113.5211	44.49	.00	44.49
301.113.5216	196.82	.00	196.82
301.113.5309	1,623.18	804.09-	819.09
301.113.5311	3,977.71	1,074.99-	2,902.72
301.113.5316	3,800.38	1,737.60-	2,062.78
301.114.5200	15.96	.00	15.96
301.114.5201	40.22	20.11-	20.11
301.114.5207	19,983.32	9,991.66-	9,991.66
301.114.5209	15,090.36	.00	15,090.36
301.114.5211	146.22	.00	146.22
301.114.5212	958.80	479.40-	479.40
301.114.5216	532.25	.00	532.25
301.114.5300	2,960.00	1,480.00-	1,480.00

GL Account	Debit	Credit	Proof
301.114.5303	382.53	.00	382.53
301.114.5304	1,510.00	.00	1,510.00
301.114.5309	4.34	2.17-	2.17
301.114.5310	10,989.58	5,494.79-	5,494.79
301.114.5402	1,320.00	660.00-	660.00
301.114.5417	907.90	453.95-	453.95
301.115.5209	231.32	.00	231.32
301.115.5211	35.99	.00	35.99
301.115.5300	12.76	.00	12.76
301.115.5403	1,198.70	599.35-	599.35
301.115.5406	828.00	.00	828.00
301.115.5502	1,001.50	.00	1,001.50
350.000.2000	342.95	685.90-	342.95-
350.182.5408	73.40	36.70-	36.70
350.184.5408	612.50	306.25-	306.25
377.000.2000	.00	38,124.15-	38,124.15-
377.000.5500	38,124.15	.00	38,124.15
378.000.2000	.00	27,861.38-	27,861.38-
378.000.5500	27,861.38	.00	27,861.38
379.000.2000	.00	26,465.87-	26,465.87-
379.000.5500	26,465.87	.00	26,465.87
380.000.2000	.00	37,579.07-	37,579.07-
380.000.5500	37,579.07	.00	37,579.07
400.000.2000	5,813.38	11,641.92-	5,828.54-
400.000.5107	103.04	51.52-	51.52
400.000.5200	515.36	250.10-	265.26
400.000.5211	11,023.52	5,511.76-	5,511.76
600.000.2000	388.15	1,476.30-	1,088.15-
600.000.5406	700.00	.00	700.00
600.000.5806	776.30	388.15-	388.15
601.000.2000	1,496.06	4,941.10-	3,445.04-
601.000.5302	2,383.63	1,496.06-	887.57
601.000.5502	2,557.47	.00	2,557.47
911.000.2000	68.46	30,936.92-	30,868.46-
911.000.5406	30,800.00	.00	30,800.00
911.000.5806	136.92	68.46-	68.46
912.000.2000	15,050.00	31,496.41-	16,446.41-
912.000.5406	1,396.41	.00	1,396.41
912.000.5419	30,100.00	15,050.00-	15,050.00
995.000.2000	.00	99.00-	99.00-
995.000.5406	99.00	.00	99.00
Grand Totals:	749,919.74	749,919.74-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"