

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
April 20, 2020
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Council meeting minutes

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

2. Presentation from Ross Dutton

Public Hearing and Receipt of Bids

3. Receipt of bids for Entry (Welcome to Moberly) signs.

Ordinances & Resolutions

4. An Ordinance Approving A Mutual Termination Agreement With Tony Stuart And Authorizing A Cooperative Agreement For Infill Development With 3 Brothers Construction, LLC.

5. A Resolution Authorizing A Commercial Aircraft Operators Permit And Fee At Omar N. Bradley Regional Airport.

6. A Resolution Approving A Letter Agreement With Jacobs Engineering Group, Inc., To Prepare Design Plans And Specifications For The Project Emerald Pump Station And Ratifying The City Manager's Execution Of Said Agreement.

7. A Resolution Accepting The Bid Of Mattox Advertising Company, LLC And Authorizing Contracting For The Purchase And Installation Of Four Entry Signs To The City Of Moberly.

8. A Resolution Authorizing Execution Of And Filing Of A Financial Assistance Agreement With The Missouri Department Of Natural Resources For Grant Funds To Connect Certain Private Sewer Lagoons To The Moberly Sewer Treatment Facilities.

9. A Resolution Authorizing The Mayor Of Moberly, Missouri To Execute A License Agreement With Orscheln Farm And Home, LLC, For A Glass Recycling Container.

10. A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Official Reports

11. Department Head Monthly Reports

Anything Else to Come Before the Council

12. Consideration of a Motion to adjourn to a Work Session.

Adjournment

Due to the recommendation of the President, The Governor, the CDC, we will not be allowing the public to be physically during meetings and bid openings. We invite you to attend virtually by viewing it live on the City of Moberly You Tube Live Channel, Facebook Page, Vimeo-Moberly View. A link to the City's Channel can be found on our website's main page at www.cityofmoberly.com . Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting

March 16, 2020
City of Moberly, Missouri Council Minutes

Council met in special session at 5:00 p.m. at the City of Moberly Municipal Building, 204 N. Clark Street, Moberly, Missouri with Mayor Jeffrey presiding.

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

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

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

Work Session

The following was discussed at the work session: Health Insurance, the current status of the plan, options for ongoing providers and services.

March 16, 2020
City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Brubaker and seconded by Kyser to approve the minutes of February 18, 2020, March 2, 2020 and March 10, 2020 Council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Moberly Crossings Community Improvement District submitted their Fiscal Year 2020-2021 Proposed Budget for Council to review.

Downtown Moberly Community Improvement District submitted their Fiscal Year 2020-2021 Proposed Budget for Council to review.

Finance Director, Greg Hodge updated the Council on the 9-1-1 Emergency Telephone Fund. The Missouri Department of Revenue failed to notify telecom companies to begin collecting and remitting Randolph County's new wireless device monthly fee. This will have a very significant effect on the cashflow of the 9-1-1 Emergency Telephone Fund. He provided a cashflow projection for this fund for the remainder of this fiscal year.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE CHANGING THE NAMES OF KWIX ROAD AND PIG-N-BUN ROAD TO SHEPHERD BROTHERS BOULEVARD"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, ACCEPTING A FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT AWARD FOR THE PURCHASE OF A SIREN AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AWARD"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Davis and seconded by Brubaker to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AUTHORIZING THE MAYOR OF MOBERLY TO EXECUTE A CONSENT AND AGREEMENT BETWEEN ORSCHELN MANAGEMENT COMPANY AND THE CITY OF MOBERLY, MISSOURI"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis

to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION ACCEPTING AND APPROVING A COST ESTIMATE FOR REHABILITATION OF THE FENNEL AND PRO AUTO BUILDINGS"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Davis and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: Brubaker.

Kyser introduced **"A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER THE APPROVAL OF A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY OF MOBERLY, MISSOURI; DIRECTING NOTICE OF SUCH PROJECT TO BE DELIVERED TO ALL TAXING ENTITIES AFFECTED BY SUCH PROJECT; AND RATIFYING ALL PRIOR ACTIONS IN FURTHERANCE THEREOF"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kyser and seconded by Brubaker to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION APPROVING THE COMMITMENT OF LOCAL MATCH FOR ECONOMIC DEVELOPMENT ADMINISTRATION GRANT APPLICATION IN THE AMOUNT OF \$1,500,000"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$261,265.57"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Monthly reports were received from various departments.

Paul Frazier, 108 South 6th Street, Moberly, Missouri was present and referred to a Moberly Monitor-Index article stating the City contemplated regulations to limit odor of medical marijuana; he was requesting if the City could do something about the smell of restaurants cooking meat, he said it was offensive to him and other vegetarian and vegans.

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

Work Session

The following was discussed at the work session:

Morley Pump Station and Force Main Extension Facility Plan Proposal for Engineering Services.

Receipt of bids for Morley St. Sidewalk project.

Receipt of bids for Street Improvements (Reclamite and Restorative).

A Resolution repealing R863 and passing a new resolution related to the purchase of patrol vehicles for the Police Department.

Discussion of water meter technology and automated reading equipment availability and costs.

Receipt of bids for pickup for Water D&C.

March 23, 2020
City of Moberly, Missouri Council Minutes

Council met in regular session at 4:00 p.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

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

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

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

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING THE MAYOR TO ISSUE A DECLARATION OF EMERGENCY FOR MOBERLY, MISSOURI"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION ADOPTING A CONTINGENCY PLAN FOR MITIGATING THE SPREAD OF PANDEMIC VIRUS"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION ACCEPTING THE BID OF PHYNX FIBER FOR INTERNET SERVICE AT CITY HALL"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kyser and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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

A closed session was held.

Mayor Jeffrey reopened the meeting.

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

April 6, 2020

City of Moberly, Missouri Council Minutes

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

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

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

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

A request was received from Richard Clouse, Pastor, Carpenter Street Baptist Church to close one block of Carpenter Street between Cleveland Street and Promenade Street on April 12, 2020, from 9:00 a.m. to 10:30 a.m. for drive up Easter Service. A motion was made by Kyser and seconded by Cole to deny the request to close the street. Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none.

At this time a Public Hearing was held for the First Consideration of A Plan For Industrial Development Project And Costs/Benefits Analysis (Plumrose USA Manufacturing Facility Project). Moberly Area Economic Development Corporation President, Michael Bugalski stated the Council of the City proposes to consider a certain "project for industrial development" (as that term is defined in section 100.010 of the Revised Statutes of Missouri, as amended) involving the acquisition, assembly, and leasing to Plumrose USA, Inc. of certain property and installation of certain real and personal property on a portion of an approximately 40 acre site located at the Moberly Area Industrial Park and the construction on the site of a food/bakery manufacturing facility containing approximately 85,000 square feet (collectively, the "Project"). The Project also call for the issuance by the City of its taxable industrial development revenue bonds in a maximum aggregate principal amount not to exceed \$85,000,000 in support of the Project. Any city wishing to carry out a project for industrial development under the provisions of sections 100.010 through 100.200, inclusive of the Revised Statutes of Missouri, as amended ("Chapter 100") must first prepare and approve a plan meeting requirement of Chapter 100. Accordingly, the City has caused to be prepared a certain Plan for Industrial Development Project and Costs/Benefits Analysis (Plumrose USA Manufacturing Facility Project) dated February 27, 2020 (the "Plan"). Chapter 100 also requires that any municipality proposing a project for industrial development which involves issuance of revenue bonds or involves conveyance of a fee interest in property to a municipality shall, not less than twenty days before approving the plan for a project, provide notice of the proposed project to affected taxing districts setting forth, among other things, the date on which the governing body will first consider approval of the plan, and an invitation to such taxing districts to submit comments which be fairly and duly considered. There being no other comments, Mayor Pro Tem Brubaker let it be known that a Public Hearing had been held and is now closed.

The following bids were received for the Morley Street Sidewalk project: **S & A Equipment and Builders**, Total Construction Cost \$1,362,316.43; **Rhad A. Baker Construction**, Total Construction Cost \$1,424,995.75; **Stockman Construction**, Total Construction Cost \$1,492,284.05; and **Don Schnieders Excavating**, \$1,697,908.19. A motion was made by Kyser and seconded by Davis to accept the bids. Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none.

The following bids were received for the Street Improvements (Reclamite and Restorative) project: **Corrective Asphalt Materials**, Reclamite Seal, \$.89 per square yard; add on Resident Notifications, \$.02 per square yard; add on sweeping, \$.04 per square yard; Restorative Seal, \$1.27 per square yard; add on Resident Notifications, \$.02 per square yard; add on sweeping, \$.06 per square yard. A motion was made by Davis and seconded by Kyser to accept the bids. Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none.

The following bids were received for a new pickup truck for the Water Department, D & C: **Moberly Motor Company**, 2020 Ford F150, Crew Cab, 4 x 4 (large door) XL Trim, \$31,382.00, 157" WB 6.5 Ft. Box; **Moberly Motor Company**, 2020 Ford F150, Crew Cab, 4 x 4 (large door) XL Trim, \$31,074.00, 145" WB 5.5 Ft. Box; **W-K**, 2020 Ford F-150, Crew Cab, 4 x 4 (large door) XL Trim, \$30,813.28. A motion was made by Kyser and seconded by Davis to accept the bids. Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND COST-BENEFITS ANALYSIS AND AN INDUSTRIAL DEVELOPMENT PROJECT WITHIN THE CITY OF MOBERLY"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none.

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

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A COOPERATION AND PURCHASE AGREEMENT IN CONNECTION WITH AN INDUSTRIAL DEVELOPMENT PROJECT; RATIFYING PRIOR ACTS IN CONFORMANCE; AND PROVIDING FURTHER AUTHORITY"** and moved that the bill be read two times by title for

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

Davis introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING ACCEPTANCE BY THE CITY OF MOBERLY OF CERTAIN REAL PROPERTY IN FURTHERANCE OF AN INDUSTRIAL DEVELOPMENT PROJECT; AUTHORIZING THE ISSUANCE OF \$85,000,000 MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TAXABLE INDUSTRIAL REVENUE BOND (PLUMROSE MANUFACTURING FACILITY PROJECT) SERIES 2020; APPROVING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, A LEASE PURCHASE AGREEMENT AND A TRUST INDENTURE TO BE ENTERED INTO WITH RESPECT TO SUCH BOND; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF SUCH BOND AND THE METHOD OF PAYING SUCH BOND; PRESCRIBING OTHER DETAILS AND GRANTING FURTHER AUTHORITY IN CONNECTION WITH THE ISSUANCE OF SAID BOND AND THE EXECUTION OF THE DOCUMENTS APPROVED HEREIN"** 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: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION AGREEMENT WITH S & A EQUIPMENT & BUILDERS, LLC FOR THE CITY OF MOBERLY MORLEY STREET SIDEWALK IMPROVEMENT PROJECT"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none.

Davis introduced a bill for an ordinance entitled: **"AN ORDINANCE ADOPTING STANDARDIZED CODE SPECIFICATIONS FOR SANITARY SEWER SYSTEMS AND WATER MAIN CONSTRUCTION"** 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: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING EXECUTION OF A LETTER AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR**

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

Davis introduced **"A RESOLUTION AUTHORIZING AND RATIFYING THE CITY MANAGER'S EXECUTION ON BEHALF OF THE CITY OF MOBERLY OF THAT CERTAIN COMMERCIAL AND INDUSTRIAL SALE CONTRACT"** and made a motion for it to be read. Kyser seconded the motion. Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none. The Resolution was read. A motion was made by Kyser and seconded by Davis to adopt the Resolution as read. Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WIEDEMAN DOZING, LLC FOR REMOVAL OF THE FENNEL BUILDING ROOF"** and made a motion for it to be read. Davis seconded the motion. Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none. The Resolution was read. A motion was made by Davis and seconded by Kyser to adopt the Resolution as read. Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none.

Davis introduced **"A RESOLUTION REPEALING RESOLUTION R863 AND ADOPTING A NEW RESOLUTION AUTHORIZING THE PURCHASE OF POLICE VEHICLES"** and made a motion for it to be read. Kyser seconded the motion. Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none. The Resolution was read. A motion was made by Kyser and seconded by Davis to adopt the Resolution as read. Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none.

A motion was made by Kyser and seconded by Davis to table agenda item number 16, **"A RESOLUTION ACCEPTING THE BID OF MOBERLY MOTORS FOR A 2020 FORD F150, CREW CAB, 4X4 X1 TRIM FOR THE WATER DEPARTMENT"** Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none.

Davis introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$687,305.45"** and made a motion for it to be read. Kyser seconded the motion. Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none. The Resolution was read. A motion was made by Kyser and seconded by Davis to adopt the Resolution as read. Ayes: Brubaker, Davis, Kyser, remotely Jeffrey and Kimmons. Nays: none.

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

Work Session

The following was discussed at the work session:

Project Emerald Booster Pump Station Proposal for Engineering Services.

Discussion of terminating the agreement with Tony Stuart and revising an agreement with 3 Brothers Construction on in-fill development for 610 S. Williams Street and 906 S. Williams Street.

Proposed permit for Agricultural vehicles at the Omar N. Bradley Airport.

DRAFT

April 7, 2020
City of Moberly, Missouri Council Minutes

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

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

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

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

Work Session

The following was discussed at the work session: Council and staff reviewed the 2020/2021 Operating Budget.

City of Moberly City Council Agenda Summary

Agenda Number: #2.
 Department: Public Utilities
 Date: April 20, 2020

Agenda Item: Presentation from Ross Dutton

Summary: Mayor and City Council,
 I hope all of you are doing well in this unfamiliar time. The Local respects that the Council is still meeting and handling business even from behind the computers, which we are sure makes for a difficult time to understand and gathering a flow for the meeting. I have attached a Survey that the Local has spent several hours putting together, this information will not be used directly in my upcoming meeting with you all on the 20th. Reason is: it is a lot of information to process and would be difficult to navigate through it during the meeting; given that It's going to be done from a computer. The point of sharing this is to give you all an understanding of where my information was coming from during my presentation. The Local would appreciate it very much if you could take a little time this week and go over it. If you have any questions about it feel free to email/call me; I will be more than happy to answer any questions as it relates to the information provided.

There is 3 sheets in this excel program that is sent in the attachment:

Sheet 1: is the actual Survey itself

Sheet 2: Is an explanation about a City that has useful information I could not fit on the Survey

Sheet 3: gives a short summary about what our intent is with the survey, and to help bring the main points together.

Again thank all of you for your time and commitment to the City of Moberly and its citizens that you all are the voice for.

Sincerely,

Ross Dutton, President, Moberly/Macon Firefighters Local 2671

ross_krdutton@yahoo.com, 660-349-8788

Recommended

Action: Presentation from Ross Dutton.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

Salary Survey	MOBERLY	SEDALIA	HANNIBAL
Population			
	13,783	21,477	17,551
Household Median Income			
	\$37,023	\$31,553	\$38,087
# of Personal			
	25	43	40
# of Ranks			
	5	7	7
# Of Paid Hours			
	2,808	2,600	2,764
# of Kelly Days			
	4-5 yrs	13	6-7yr
# of Calls Year			
	1,450	2274	2,300
# of Stations			
	2	2	3
# of Personal at Busy Station			
	3	6-9.	6
Who heads the Inspections			
	Lieutenant	Inspector	Assistant Chief
# of Inspections a Shift			
	4 or More per Shift	XXXX	*
Are you required to do Every Business in a Year?			
	Yes	Every/2yr	yes
Do you Maintain Hydrants			
	Yes	No	No
Do you Hose Test			
	Yes	Yes	Yes
Starting Firefighter			
	\$10.46	\$12.62	\$12.79
Starting Engineer			
	\$11.43	\$15.42	\$13.84
Starting Lieutenant			
	\$13.39	NONE	NONE
Starting Captain			
	\$18.52	\$17.90	\$16.44
Assistant Chief			
	NONE		\$18.39
Starting Chief			
	\$26.49		\$39.42
	FF	FF	FF
	Engineer	Engineer	Engineer
	Lieutenant	Captain	Captain
	Captain	Batt. Chief	Assistant Chief
	Chief	Training Chief	Training Off X2
		Deputy Chief	Deputy Chief
		Chief	Chief

KIRKSVILLE	LEBANON	MARSHALL	MACON
City Stats			
17,519	14,611	12,865	5,412
\$27,667	\$34,869	\$38,679	\$35,857
Fire Department Stats			
23	21	22	17 total (7 FT 10 PT.)
6	5	5	4
All Hours	All Hours	2,800	2,756
0	0	5	4
1,900	2200	600	850
1	2	1	1
6	2-4.	7	3-Day & 2-Night
Job Duties			
Officer of crew	Inspector	Don't Do	Asst. Chief Fire Prev
1 FF does 4 every month	0	N/A	4 All inspections been on hold, might not do anymore
Yes	It's a Goal	Don't Do	High Hazard Only/Yr. Rest every 3/yr rotate
Yes **	Yes	Don't Do	Yes
Yes	Yes	Yes	Yes
Salary Stats			
\$12.12	\$11.40	\$13.39	Paid on Call
XXXX	N/A	Not Given	\$10.00
\$13.88	\$14.41	NONE	NONE
\$14.99	\$15.54	Not Given	NONE
\$52,411	Not Given	Not Given	\$12.73
Not Given	Not Given	Not Given	Not Given
Order of Rank			
FF/Driver	FF	FF	FF
FFII/EMT/Driver	Lieutenant	Engineer	Engineer
Lieutenant	Captain	Captain	Asst. Chief
Captain	Deputy Chief	Batt. Chief	Chief
Assistant Chief	Chief	Chief	
Deputy Chief			
Chief			

FULTON	JEFF CITY	COLUMBIA
12,807	43,092	118,620
\$40,935	\$48,132	\$47,236
24	75	143-total, 130 for Operations
4	8	11
2,495	All Hours	All Hours
17-18	0	0
1,200	5,400	10,000
2	7	9
4	N/A	8-Total, 6 for Calls
Senior Captain	Company Officer	Officer of the House
3-4 each week	Don't have a set #	Each Truck does 15 Every 3 Months.
NO	18 Months on regular Occup. High hazards have special inspectors	18 Month Cycle
1/3 Every Yr.	NO	NO
Yes	Yes	Yes
***	****	\$14.47 & \$15.91
xxxx	\$16.14	\$16.81
xxxx	NONE	\$18.49
xxxx	\$17.79	\$20.34
xxxx	\$71,970.51	Not Given
\$72,000	\$87,084.32	Not Given
FF	FF	FF
Engineer	Engineer	FFII
Captain/S. Capt	Captain	Engineer
Chief	Assistant Chief	Lieutenant
	Dept. Chief Training	Captain
	Dept. Chief of Prevention	BAT. Chief
	Chief	Division Chief
		Asst. Chief
		Deputy Chief
		Chief

Sedalia

Sedalia has Batt. Chiefs and they start at \$22.05/hr. Their Batt. Chiefs are like our Captains

Hannibal

Hannibal's inspections are divided by stations by call area each station does their own inspection found. The Assistant Chief is to make sure the inspections are getting done, Training Officer are i

Kirksville

Kirksville has a FFII \$12.97/hr. after they receive EMT, Kirksville has a step raise in place reaching 1/3 hydrants year, Then they Flush the other 2/3yr on a rotation. Stop doing hydrants at Noon, K also paid by county because he is the EOC by LEPC, Assistant Chiefs x2, one for Training and one f 40hr week Deputy Chief salary \$56,079

Marshall

Marshall has 3 classes of Firefighters you start at Class III at \$37,500. Class II After 18/month pro for Engineer. Marshall has Batt. Chiefs and no Assistant Chiefs no salary was given; Moberly has their certificates.

Fulton

Fulton Inspectors only test target hazards every year, then inspect other business every other ye hydrants/day. Salary for FF starts at \$10.50 after 6 months goto \$11.50 then anytime they compl

Jefferson City

Jeff City Starts a FF as a trainee at \$38,428.33 after probation they Move to FF at \$40,349.75 DOC absence, report writing. Captains are assigned inspections annually, Step up to ASST. Chief role i

Columbia

Columbia also has 2 training Chiefs, They have 2 Firefighter titles FFII starts at \$15.91/hr. Columb that handels new construction inspections. Columbia also receive a \$14/day food allowance, Fire II will end up making aound \$48,500/yr.

House hold income and population taken from Datausa.io

[Redacted]

[Redacted]
s; they inspect every business but only set up a re-inspect if a life safety code
n charge of all new constructions inspections. Chief on job for only 2 years.

[Redacted]
; your max at 10 years for each rank. Kirksville does a full fire flow test on
Kirksville contracts with County to Run Rescue calls. Kirksville Fire Chief is
for Risk Management. Kirksville Asst. Chief and Deputy Chief and Chief work

[Redacted]
bation, Class I is After you get EMT, Then 5/yr of experience you are eligible
only one position and has requirements to meet with no raise once they obtain

[Redacted]
ear on a rotation. They inspect hydrants on a 3 year rotation and do 6-10
ete driver/operator \$12.07/hr.

[Redacted]
2. Captains are assigned inspections annually, Step up to ASST. Chief role in
n absence, report writing, and peer evaluations

[Redacted]
ia has stations that only run 300-450 calls/yr. Columbia has special division
efighters at end of year typically make around \$44,500/year. The Firefighter

[Redacted]

The Point of this Survey was to Show where Moberly Firefighters was at compared to other currently losing Great employees too. Also, this Survey shows the work load that is being p currently have the largest work load compared to all the cities, and we run a considerable a even the largest cities may only run 350-500 calls out of a house with more personnel. To s other Depts. would entirely be an un-true statement; *“during this survey the other Depts w what was expected of us on a Daily”*.

We are staffed at 3 men at our busy station; who is led by our Lieutenant that has a lot of r \$13.39/hr.

Another interesting note is the number of hours we work compared to the surrounding citi we will make less money. Our Department works 800 more hours a year to make the same employee makes in the end. Comparing that to the other cities; Fire Dept. employees make hours they work. "And that concept makes since"

Data for this Survey was collected during December 2019, and some of these departments January/February and also made plans to stay with the cost of minimum wage increase.

r surrounding cities that we are
ut on the Firefighters, we
amount of calls. Considering
ay that we are not as busy as
was actually amazed to know

responsibility put on him for only

ies, and at the end of the year
amount of money that a 40/hr.
e the most; because of all the

have received raises in



City of Moberly, Missouri
Classification and Compensation
Study

March 30, 2017

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Acknowledgements

This report and study are made possible through a cooperative effort of employees, department heads, and elected officials. The recommendations are tailored with the existing employees in mind, who have contributed and will continue to contribute to the organization's success. The Austin Peters Group, Inc. would especially like to thank Marva Viley, Human Resources, Brian Crane, City Manager and department heads whose leadership is extremely important. This document represents the final report.

Executive Summary

The governing body approved engagement of The Austin Peters Group, Inc. in 2016 to conduct an employee compensation and classification study for positions in the City government. The proposal scope included: 1) evaluating and classifying positions into pay grades; and 2) determining what market adjustments should be made based upon information obtained from peers for wages and benefits.

After several months of ongoing meetings with employees, department heads, human resources, the City Manager, the consulting team submits the attached report.

The findings of the consulting team are briefly outlined below.

The specific findings and recommendations of the study for base wages are:

1. Move employees to the minimum of the proposed ranges for a financial impact of \$110,926.51 (base wages), impacting 40 employees out of 127 employees, to compete at the market average. This means half of employers will continue to pay more than the City and half of employers will pay less than the City.
2. Implement a pay compression adjustment for a financial impact of \$54,146.91 (base wages), impacting 75 employees.
3. Consider adjusting all employee's wages with positive performance by a 1.5% market adjustment, totaling \$64,575 (base wages). The City's actual wages are currently 9% behind market peers (without the adjustments in 1 and 2 above).
4. Begin to move toward employees contributing additional amounts in health insurance premiums similar to the peer group in the study.
5. Annually move the pay ranges according to an index that follows what pay ranges move for public employers in Missouri and annual adjust employee pay based on performance.
6. The next step of the process is to distribute Table 3 to employees and the consulting team will be onsite to hold employee Question and Answer sessions prior to the governing board taking final action.

I. Background and Introduction

The City engaged the services of The Austin Peters Group, Inc., based in Overland Park, Kansas. The service engagement was for the purposes of: 1) evaluating and classifying positions into pay grades; and 2) determining what market adjustments should be made based upon information obtained from peers for wages and benefits.

II. Methodology and Process

Step 1: Interviewing all employees and managers

The Austin Peters Group, Inc. began the process with a review of all job descriptions and a discussion with employees during one-on-one interviews. Employee interviews were held over a two day period to provide information to evaluate employees' positions. Management interviews were also conducted to assess employees' responsibilities, decision-making, supervisory responsibility, knowledge, budget responsibility, contact with the public, and physical and working environmental factors. The purpose of the interview was to gather information to obtain necessary details so that an adequate evaluation and classification of the position could be made, and the market comparison were appropriate. Additional meetings were conducted with department heads to validate and clarify information, along with department and worksite visits.

Step 2: Ranking Positions based on Factors

The next step in the process was to evaluate each position based on the following factors and weighted percentages:

- 1) Decision-making – 25%
- 2) Supervisory – 25%
- 3) Knowledge – 20%
- 4) Budget Impact – 10%
- 5) Contacts – 10%
- 6) Physical Skills – 5%
- 7) Working Conditions – 5%

Once each position was evaluated and scored, a total ranking was performed, and each position was then placed into recommended ranges based upon the ranking and the market analysis.

Step 3: Clarification with Department Heads

This step of the process involved exchanging information with the department heads to ensure that the consulting team had adequately placed positions

internally in the most appropriate range and scored the position appropriately with regard to the above-mentioned factors.

Step 4: Collection of Salary and Benefit Data

The salary and benefit study was completed with data collected from the following benchmark communities: Cities of Carthage, Columbia, Farmington, Fulton, Hannibal, Kirksville, Lebanon, Marshall, Maryville, Mexico, Republic, Trenton, Troy, Webb City, West Plains. The data was provided as of November 1, 2016 for 35 benchmark positions.

Step 5: Development of Pay Ranges

The development of pay ranges involved reviewing the salary and benefit survey results, additional salary survey sources when appropriate, the rankings that the consultant assigned each position in step 3, and the internal hierarchy and needs of the organization, in order to determine placement and range amounts. The ranges developed provide for internal equity and hierarchy across the organization.

Employees were placed into the ranges based on whether they were required to be brought up to the minimum of the range. Where an employee's position was behind in the market, additional pay compression adjustments were recommended based on time in position with the City. No employees received a proposed decrease in pay; there are some employees that will be at the top of the proposed range or above the top of the proposed range.

III. Findings Background

A. Internal Equity

Using the factors of decision making, supervisory, knowledge, budget, contacts, physical skills, and working conditions, all positions were ranked by the point totals and placed into ranges with employees of similar skills, experience and nature of work.

The job evaluation process assumes that “(1) it is logical to pay the most for jobs contributing the most toward attainment of organizational goals and objectives; (2) people feel more fairly treated if wages are based on the relative worth of jobs; and (3) the goals of the enterprise are furthered by maintaining a job structure based on relative worth.”¹

Organizations like the City depend on the contribution of their employees in making the organization successful and in effectively delivering services that citizens have come to expect. Employee compensation is the single greatest

¹ French, Wendell, The Personnel Management Process, Human Resources Administration and Development.

expense in doing business, and it requires a strategy and planning that is well thought out and well organized.

The reason compensation systems exist is to reward employees, retain employees, and provide avenues for their growth and development through motivation. The job evaluation process provides a tool for measuring, evaluating and comparing jobs. The question answered is: “What is this job worth in comparison to other jobs?”

Once pay practices and ranges have been established, there are a number of administrative issues that may arise. First, it is important to avoid situations where employees are paid inappropriately relative to the pay range. The purpose of establishing a pay range is to signify and clarify what the position is worth to the organization. Given this, it is important that red-circling, or paying those at a rate above the range maximum, not be allowed. The City has policies in place to address red-circling. Likewise, green-circling should also be avoided unless the purpose is to retain employees who do not meet the minimum qualifications as set out in the job description. Green-circling is a practice where qualified employees are paid below the bottom of the range. The most common method for avoiding this is to bring employees up to the bottom of the range when there is a discrepancy, and the recommendations here provide for adjustments where employees would otherwise be green-circled. The pay ranges should be reviewed on an annual basis and adjusted accordingly.² Policy samples are provided in the Appendix where policies need to be adjusted to implement recommendations in this study. It is recommended that where employees are red-circled, the current pay practices be continued.

B. Market Adjustments

Once the rankings and ranges were set, a review of the market was necessary to ensure external competitiveness.

Once pay adjustments are implemented, ranges require annual adjustment based on an index that accounts for budgeted movement in ranges for cities and performance adjustments.

Determination of Market

The determination of the appropriate market is based on three factors: 1) occupation (similar jobs or positions that require similar knowledge, skills and abilities); 2) geography (the distance that people are willing to commute to work); and 3) industry (competing with employers that have a similar product line). With regard to occupation, the comparisons selected here are direct one-to-one matches for positions. In the survey conducted, most positions had an

² Society for Human Resource Management, Compensation and Benefits Practices, pp. 60-70.

occupation match, which means that across organizations the titles and positions carry similar degrees of knowledge, skills, and ability.

The second factor in determining the market is geography and the distance that people are willing to commute to work.

The third element is competition with employers who have a similar product line.

Each Market Peer was asked to provide the following:

- A brief survey response regarding salary and benefits;
- Mail or email job descriptions;
- Complete a current salary spreadsheet of employees by Department, Position, Minimum Pay, Maximum Pay, Average or Actual Pay, Number of People in Position, Number of People Supervised by this Position, and Exempt or Non-exempt status under Fair Labor Standards Act. Hourly wage rates were reported as of November 1, 2016. A sample and guide was provided to assist respondents.

Each Market Peer was contacted a minimum of four times using email and telephone. Many Market Peers were contacted more than four times to clarify positions, reporting and responsibilities. Some peers were able to provide all of the data requested, while others were able to provide partial information. In cases, where partial information was provided, Austin Peters Group (APG) was able to talk to Human Resource Directors to confirm information and complete as much data as possible. In all, 15 peer cities, State agencies responded.

APG worked with the Council for Community and Economic Research (C2ER) to purchase Cost of Living Index data (COLI). The Cost of Living Index is the most reliable source of city-to-city comparisons of key consumer costs available anywhere. COLI data is recognized by the U.S. Census Bureau, U.S. Bureau of Labor Statistics, CNN Money, and the President’s Council of Economic Advisors. This information was used to adjust peer data to make it comparable to Moberly, Missouri.

Table 1: Respondents by County or City	Population	Overall Cost of Living Index Adjustment
City		
Carthage	14,319	0%
Columbia	119,108	-4.6%
Farmington	18,181	+1.3%
Fulton	12,939	0%
Hannibal	17,839	-2.0%
Kirksville	17,520	0%
Lebanon	14,688	+2.0%
Maryville	11,972	+6%
Marshall	13,039	-3.6%
Mexico	11,660	-1.1%
Republic	16,005	-1.7%
Trenton	5,896	-2.0%
Troy	11,542	+1.2%
Webb City	11,165	0%
West Plains	12,285	+1.6%

C. Health Insurance and other Questions

The benefits survey was designed to determine whether the City has a competitive salary and benefits structure when compared with peers. There are no immediate changes recommended in the benefit structure; however, this information is an important framework for moving forward with future packages and shifting more responsibility to the employee for sharing of health care premiums. Details of the full benefit survey results are in Appendix 4. Health insurance premiums are outlined in Table 2, and the amount of days for vacation and sick leave are shown by years. It is recommended the City move toward reducing sick leave by 2 days, and increase vacation initially by 2 days.

Table 2: Fringe Benefits		
Fringe Related Item	City of Moberly	Benchmark Group Employer Share
Health Insurance (single)	100%	97%
Health Insurance (single plus child)	75%	51%
Health Insurance (single plus spouse)	75%	50%
Health Insurance (family)	75%	52%
Vacation 0-5 year	10 days	12 days
Vacation 5-10 years	15 days	15 days
Vacation 10 or more years	20 days	20 days
Sick Leave Allowed	12 days	10 days

IV. Summary of Findings

Internal Equity and Market Competition – This involves moving employees up in pay to the bottom of the range and implementing the pay ranges recommended in Table 3. The pay range recommendations reflect the market at the average. Details for the market survey instrument may be found in Appendix 2, and details for each position may be found in Appendix 1.

The cost to bring employees into alignment with the market is as follows:

1. **Finding:** It is recommended that employees below the recommended range minimum be brought up to the range minimum. Move employees to the minimum of the proposed ranges for an estimated financial impact of \$110,926.51 (base wages), impacting 40 employees.
2. **Finding:** Currently and with the recommendations there is pay compression among employees where new employees with less experience are sitting at or near the same rate of pay as older and more experienced employees. This recommendation would provide a very small push into the range if an employee is behind where we would reasonable expect them to be in the new range. This impacts 75 employees and costs \$54,146.91 to base wages. An example of how this calculation works is provided Appendix 5.
3. **Finding:** It is recommended that all employees with a positive performance review be adjusted by a 1.5% market adjustment, totaling \$64,575 (base wages). This affects most employees. Currently the City is more than 9% behind the market in actual pay (without these adjustments recommended).
4. **Finding:** The health insurance findings suggest that no adjustments should be made in responsibility of insurance premiums. This review does not account for quality of coverage. But, the market is signaling that there is a continued push by employers to share more health insurance premium costs with employees.
5. **Finding:** On an annual basis, the pay ranges need to be adjusted to follow the market in order to keep pace. There are several indexes an employer can choose from to follow. A policy sample is provided in the appendix of how an employer might follow an index, and how an employer might recruit experienced individuals in above the range minimum. This can incorporated into a governing body policy or employee handbook adjustment.

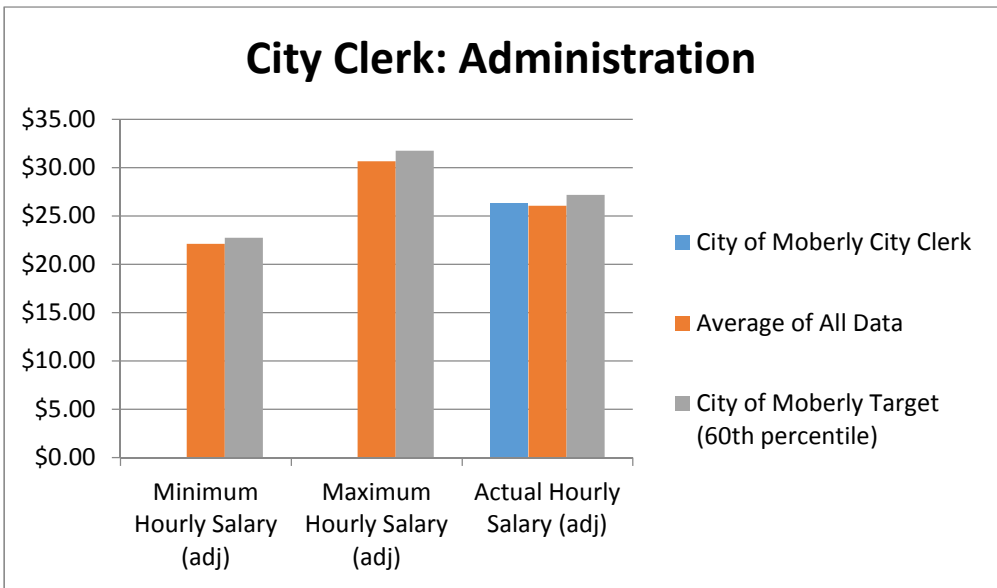
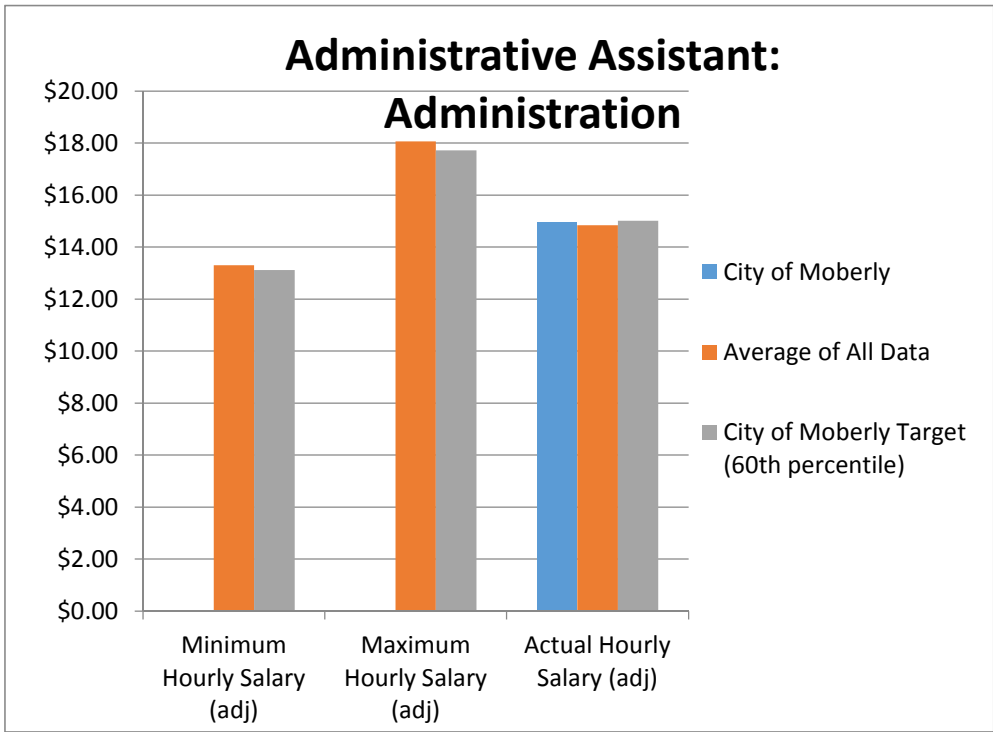
Table 3: Current Job Title Description (Title Change)	Department	Range Number	Proposed Range Min	Proposed Range Max
FireFighter	Fire	9	\$10.46	\$15.69
Property Maintenance Enforcer	Public Works/ Comm. Development	9	\$10.46	\$15.69
Senior Fire Fighter	Fire	9	\$10.46	\$15.69
Communication Operator	Police	10	\$11.43	\$17.14
Customer Service Person	Finance	10	\$11.43	\$17.14
Fire Engineer	Fire	10	\$11.43	\$17.14
Semi-Skilled Maintenance Worker	Parks	10	\$11.43	\$17.14
Semi-Skilled Maintenance Worker	Public Works/ Comm. Development	10	\$11.43	\$17.14
Semi-Skilled Maintenance Worker	Utilities	10	\$11.43	\$17.14
Utility Clerk/Cashier	Finance	10	\$11.43	\$17.14
Animal Control	Police	11	\$12.07	\$18.11
Custodian (Facility Supervisor)	Parks	11	\$12.07	\$18.11
Fire Fighter/Building Inspector	Fire	11	\$12.07	\$18.11
Light Equipment Operator	Public Works/ Comm. Development	11	\$12.07	\$18.11
Administrative Assistant	Public Works/ Comm. Development	12	\$12.72	\$19.08
Administrative Assistant	Personnel	12	\$12.72	\$19.08
Administrative Assistant	Police	12	\$12.72	\$19.08
Deputy City Clerk	City Clerk	12	\$12.72	\$19.08
Municipal Court Clerk	City Manager	12	\$12.72	\$19.08
Police Court Clerk	Police	12	\$12.72	\$19.08
Accountant	Finance	13	\$13.39	\$20.09
Administrative Assistant (Executive Assistant)	City Manager	13	\$13.39	\$20.09
Code Enforcer (Code Enforcement I)	Public Works/ Comm. Development	13	\$13.39	\$20.09
Fire Lieutenant	Fire	13	\$13.39	\$20.09
Head Cashier	Finance	13	\$13.39	\$20.09
Heavy Equip. Operator	Public Works/ Comm. Development	13	\$13.39	\$20.09
Heavy Equip. Operator	Utilities	13	\$13.39	\$20.09
Wastewater Operator	Utilities	13	\$13.39	\$20.09
Wastewater Operator A License	Utilities	13	\$13.39	\$20.09
Wastewater Operator B License	Utilities	13	\$13.39	\$20.09
Water Plant Operator A License	Utilities	13	\$13.39	\$20.09
Water Plant Operator B License	Utilities	13	\$13.39	\$20.09

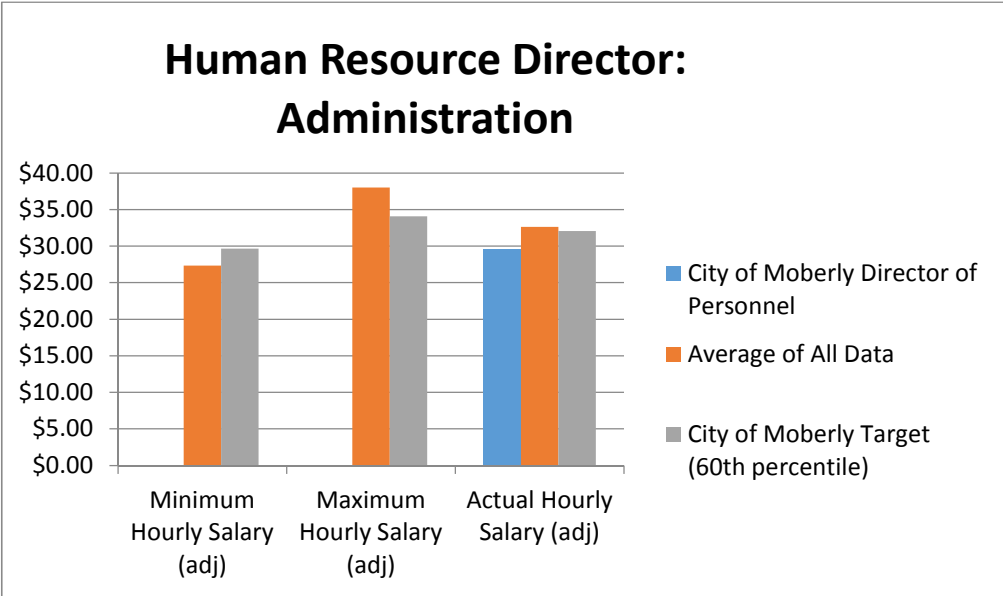
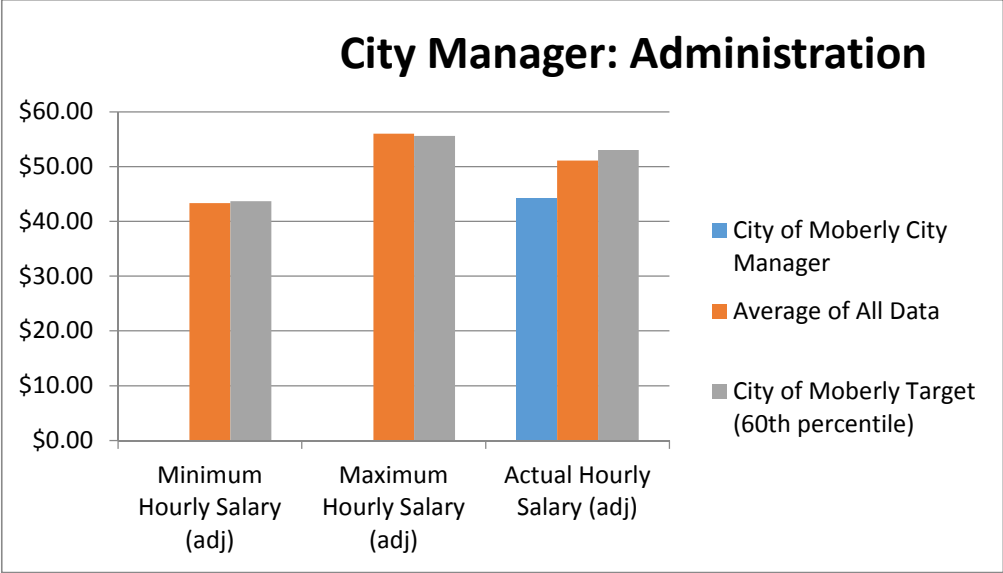
Water Plant Operator C License	Utilities	13	\$13.39	\$20.09
Cemetery Sexton	Public Works	14	\$13.99	\$20.99
Code Enforcer (Code Enforcement II)	Public Works/ Comm. Development	14	\$13.99	\$20.99
Police Officer	Police	14	\$13.99	\$20.99
Skilled Maintenance Worker	Parks	14	\$13.99	\$20.99
Water Quality Control Coordinator	Utilities	14	\$13.99	\$20.99
Administrative Assistant (Office Manager)	Parks	15	\$14.35	\$21.52
Detective	Police	15	\$14.35	\$21.52
Police Corporal	Police	15	\$14.35	\$21.52
PR/Social Media Manager		15	\$14.35	\$21.52
School Resource Officer	Police	15	\$14.35	\$21.52
Semi-Skilled Maintenance Worker (Assistant Foreman)	Public Works/ Comm. Development	15	\$14.35	\$21.52
Skilled Maintenance Worker	Utilities	15	\$14.35	\$21.52
Complex Supervisor	Parks	18	\$15.92	\$23.87
Mechanic	Public Works/ Comm. Development	18	\$15.92	\$23.87
Recreation Supervisor	Parks	18	\$15.92	\$23.87
Water D&C Foreman	Utilities	18	\$15.92	\$23.87
Sergeant	Police	19	\$17.48	\$26.22
Sergeant/Detective	Police	19	\$17.48	\$26.22
Captain	Fire	20	\$18.52	\$27.78
Chief Wastewater Operator	Utilities	20	\$18.52	\$27.78
Chief Water Plant Operator	Utilities	20	\$18.52	\$27.78
City Clerk	City Manager/Council	20	\$18.52	\$27.78
Public Works Superintendent	Public Works/ Comm. Development	20	\$18.52	\$27.78
Superintendent Parks (Parks Superintendent)	Parks	20	\$18.52	\$27.78
Director of Finance	City Manager	25	\$26.49	\$39.74
Director of Parks & Recreation	Parks	25	\$26.49	\$39.74
Director of Personnel	City Manager	25	\$26.49	\$39.74
Fire Chief	Fire	25	\$26.49	\$39.74
Director of Public Works	City Manager	27	\$29.23	\$43.84
Interim Police Chief	Police	27	\$29.23	\$43.84
Utilities Director	Utilities	28	\$32.18	\$48.27
City Manager	City Manager	29	\$40.87	\$61.30

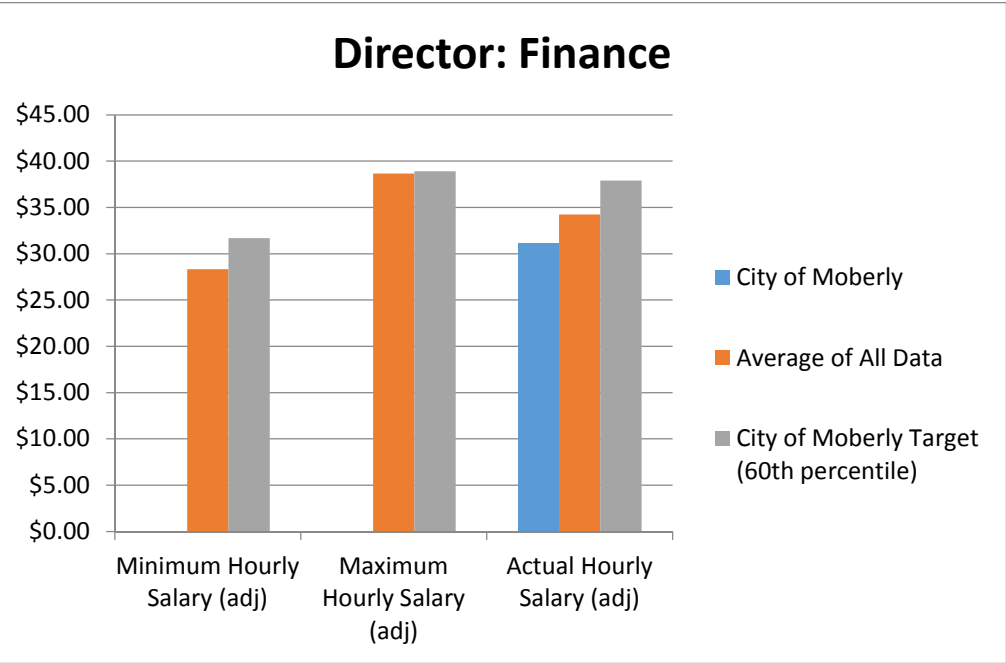
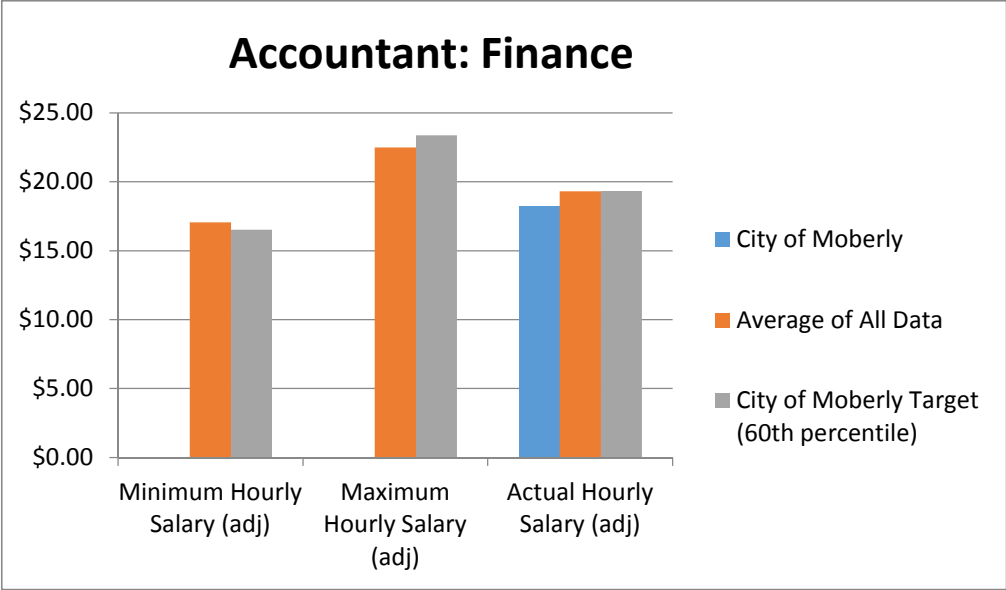
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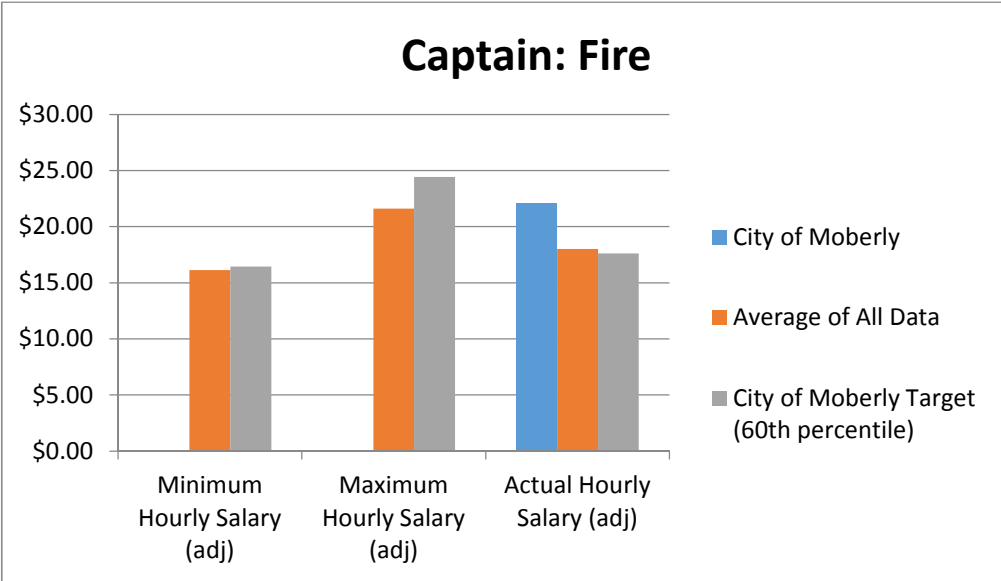
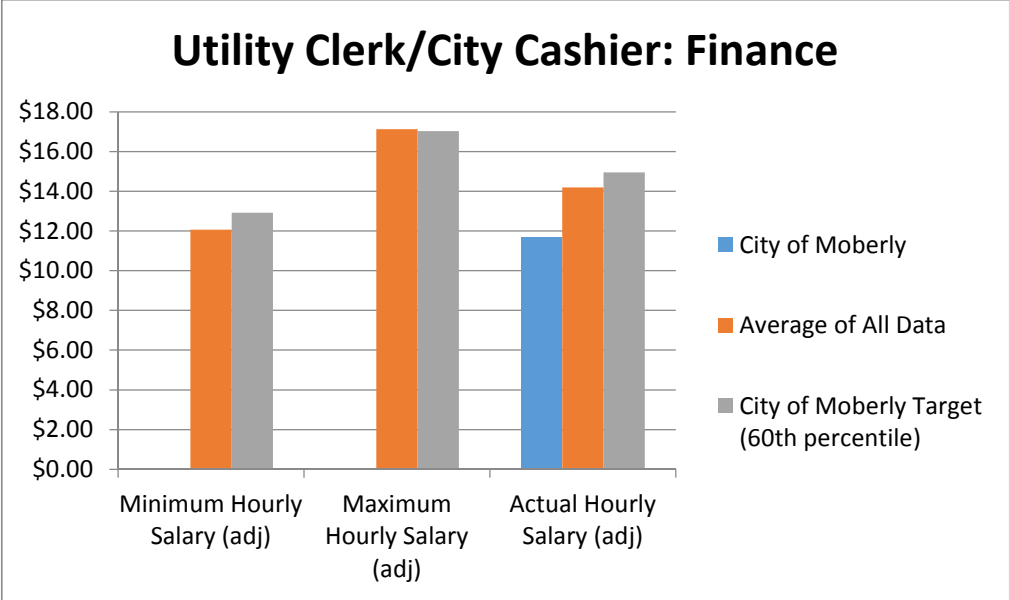
Appendix 1—Market Results
Appendix 2 – Market Instrument
Appendix 3 – Policy Considerations
Appendix 4 – Findings of Additional Market Items
Appendix 5 – Example of Pay Compression Calculation

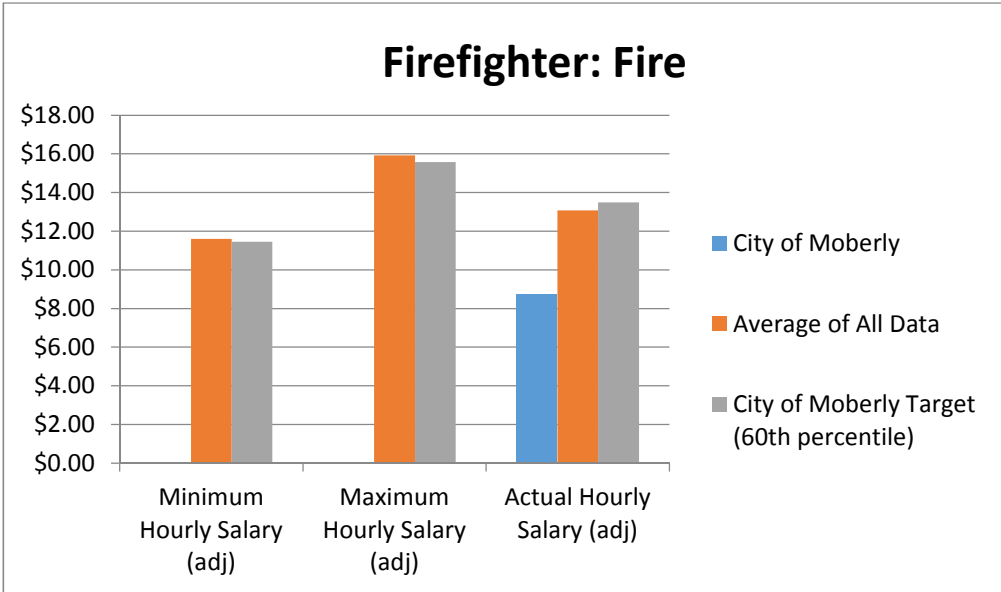
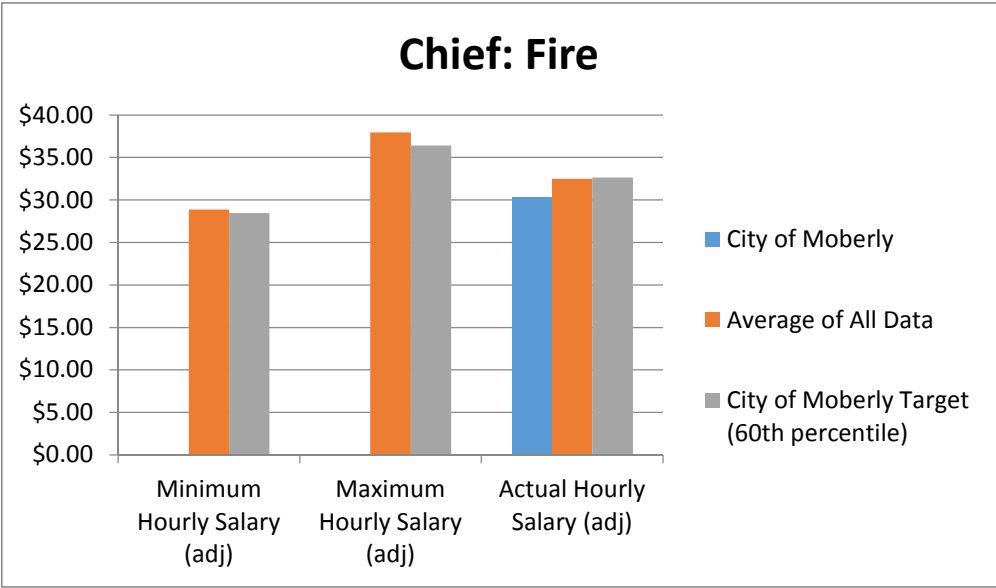


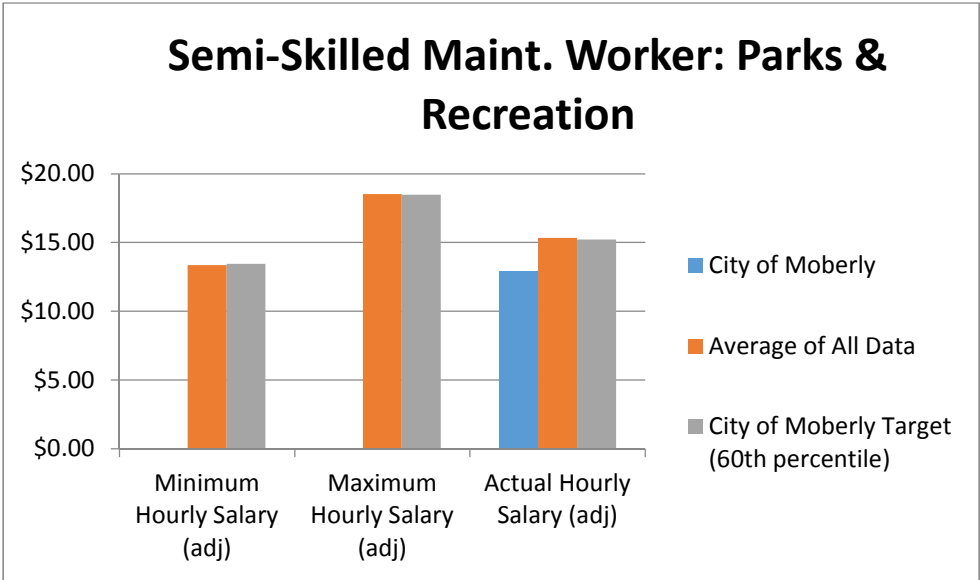
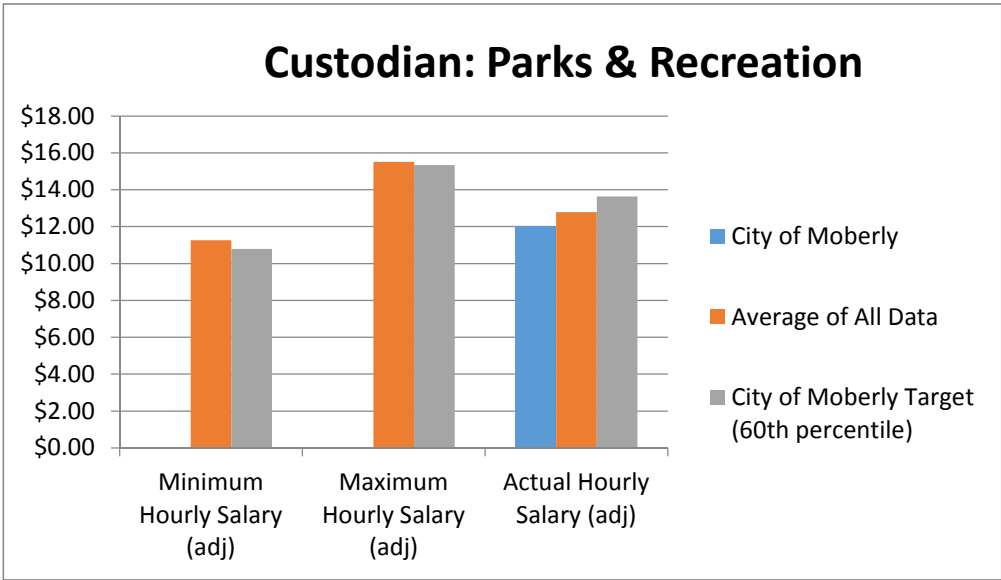


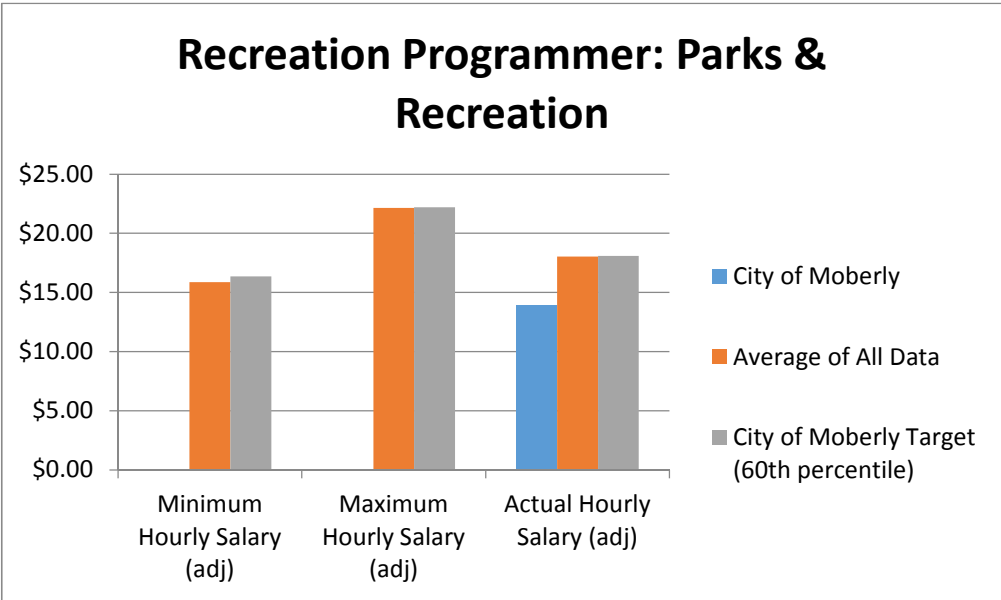
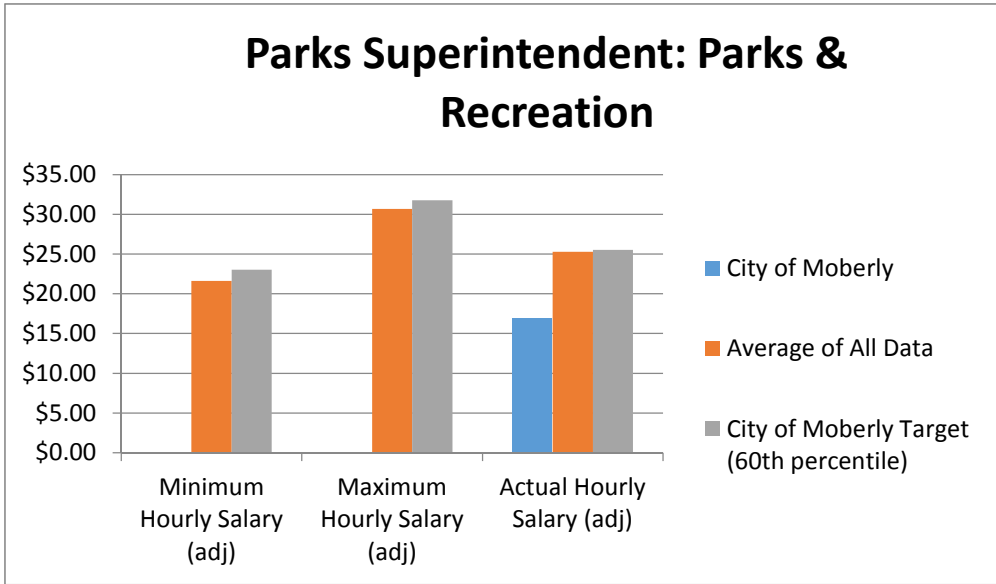


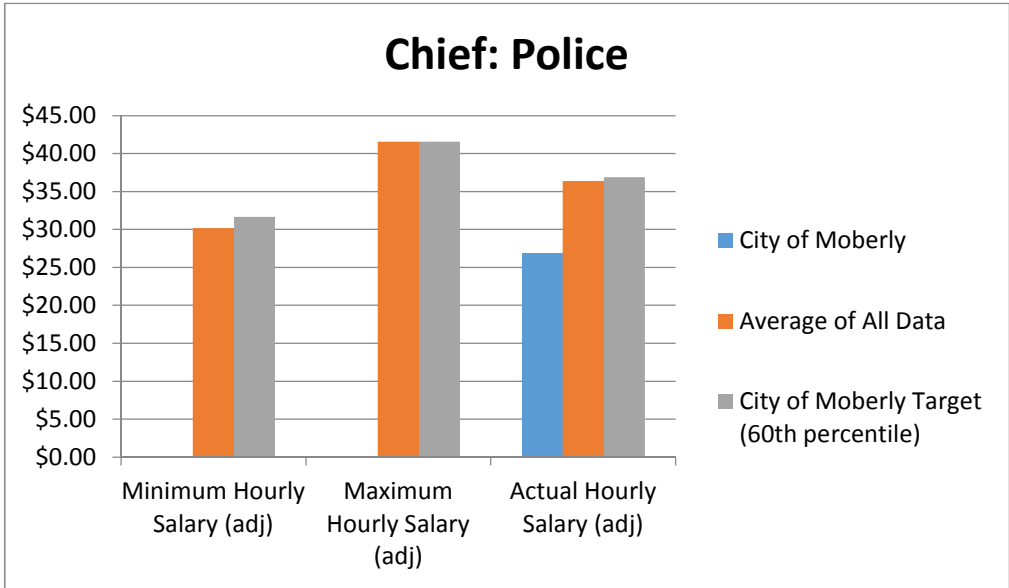
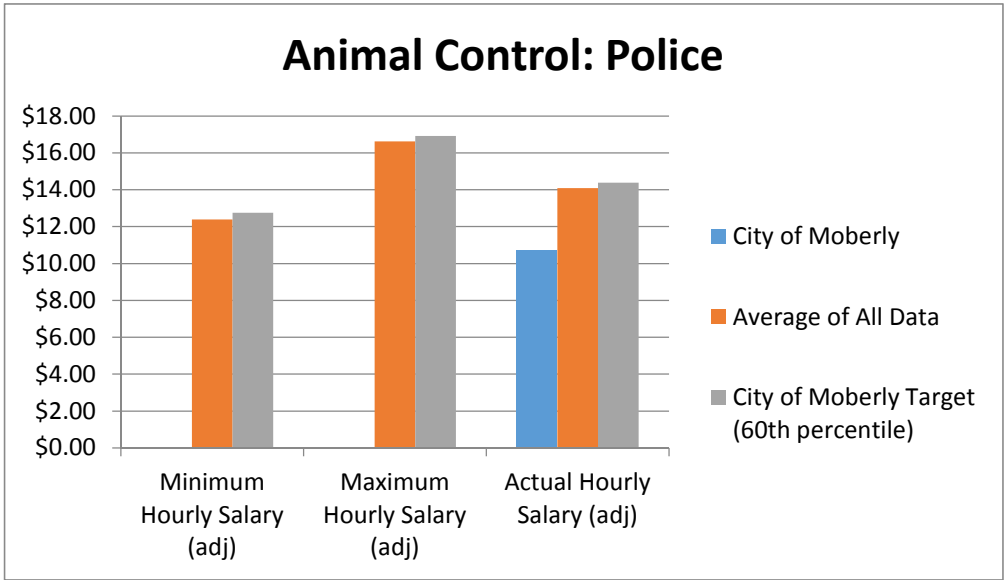


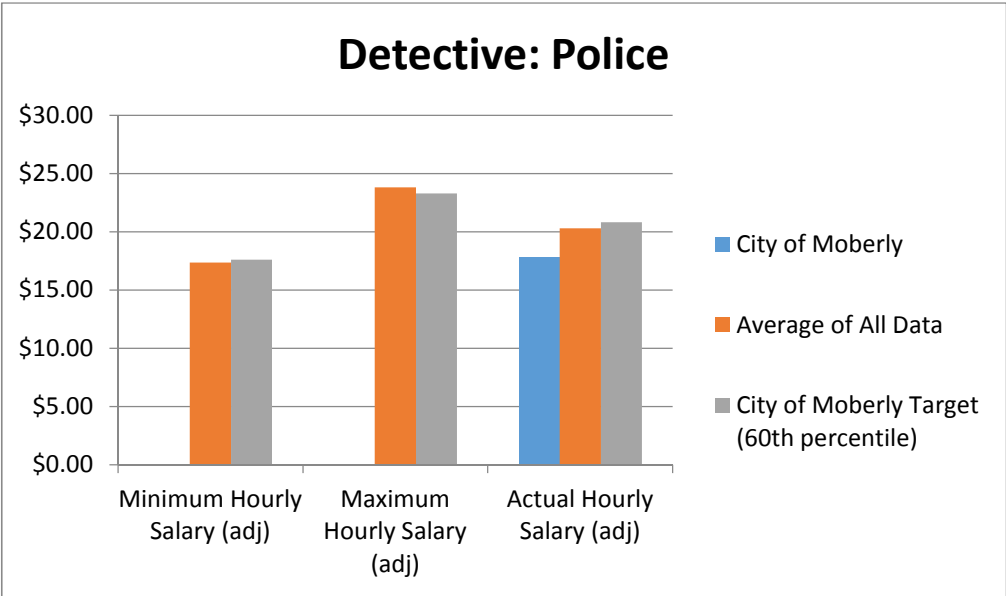
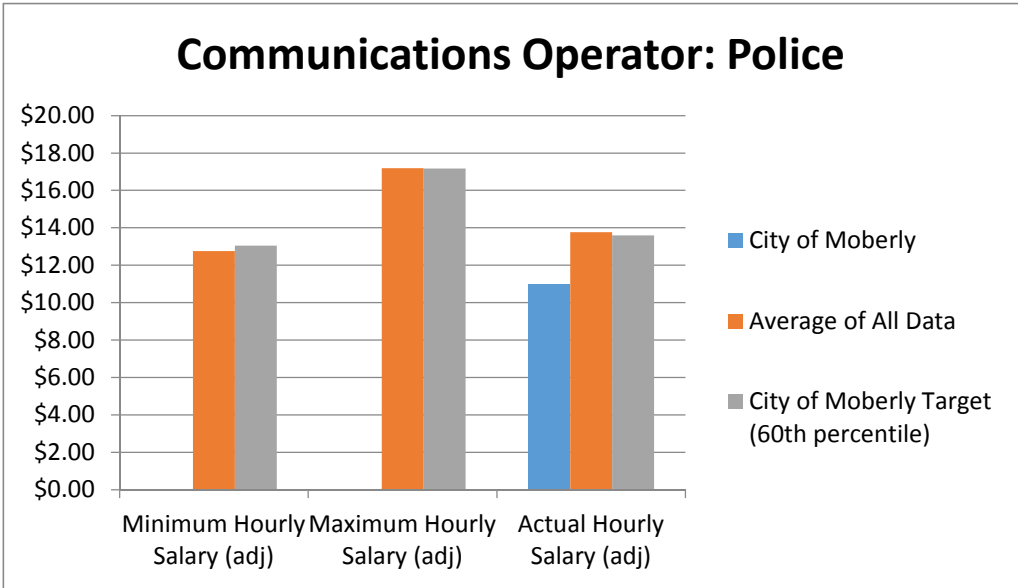


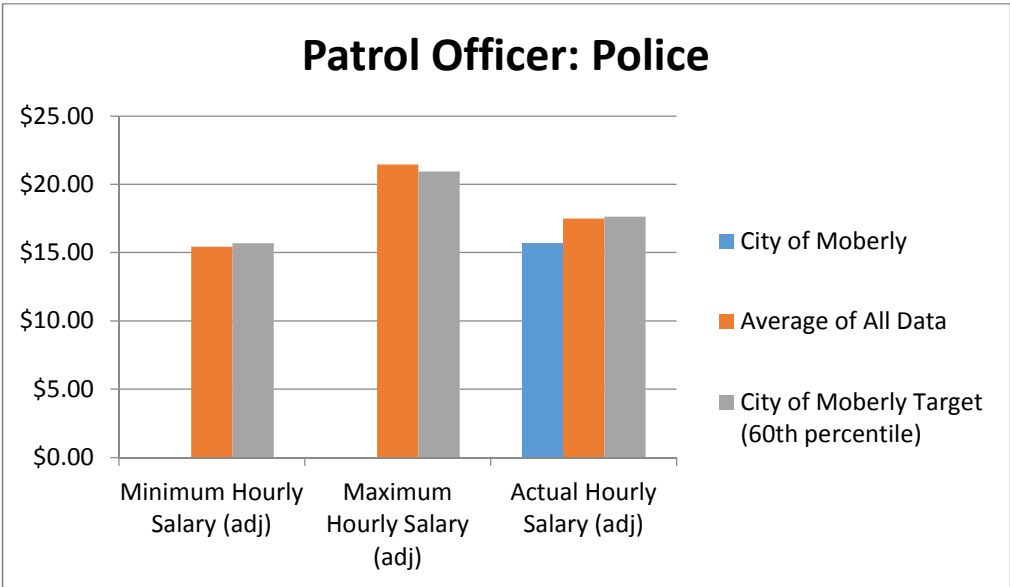
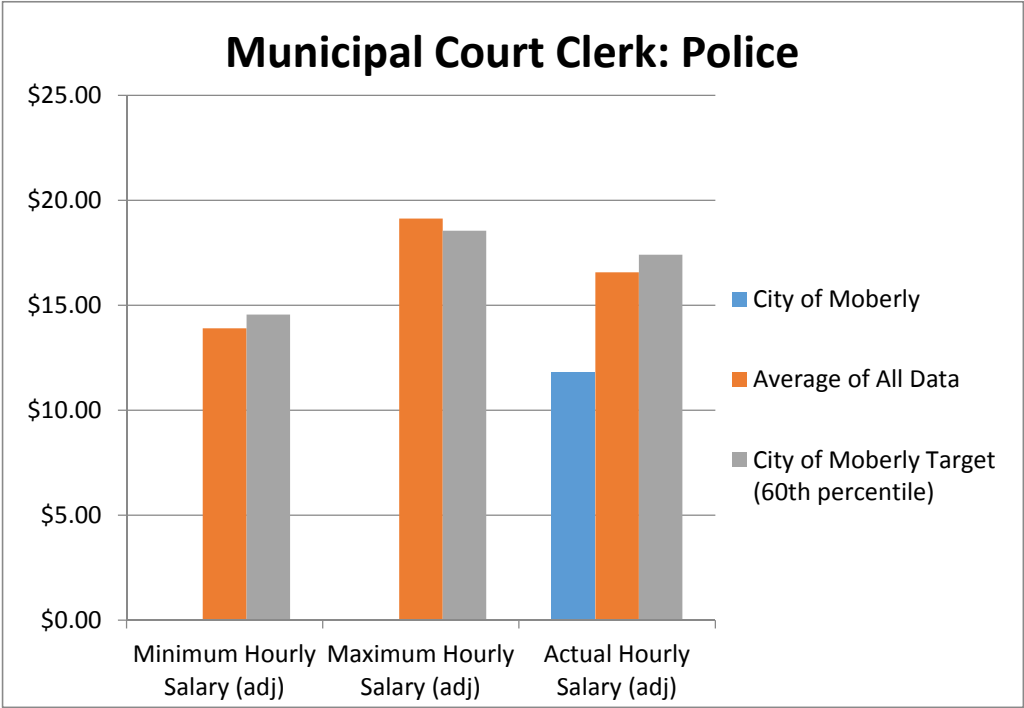


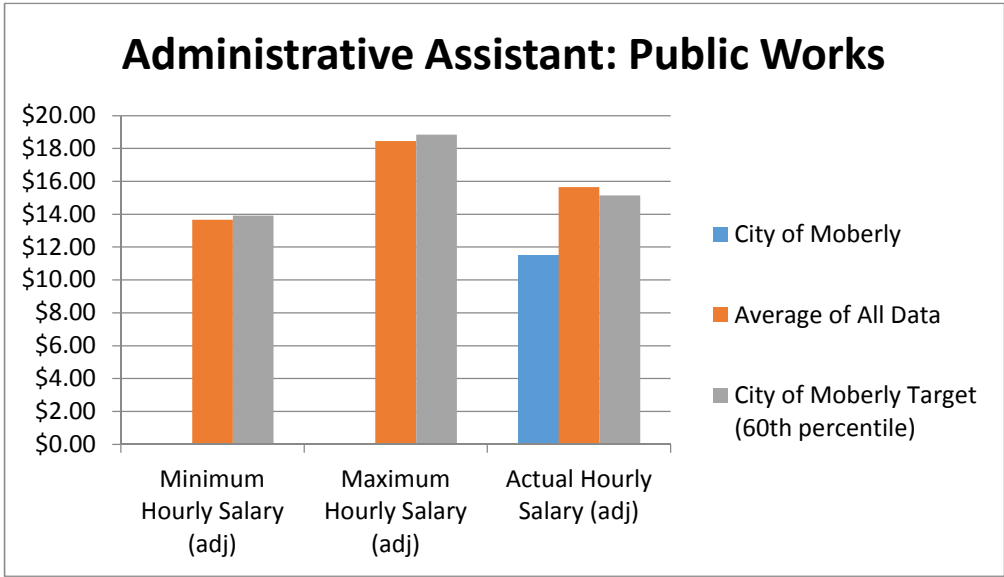
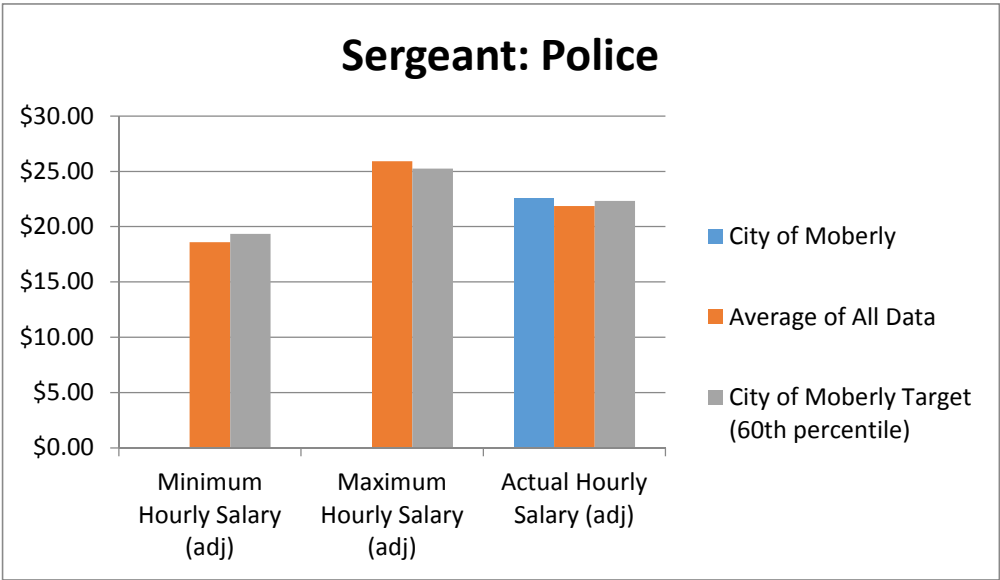








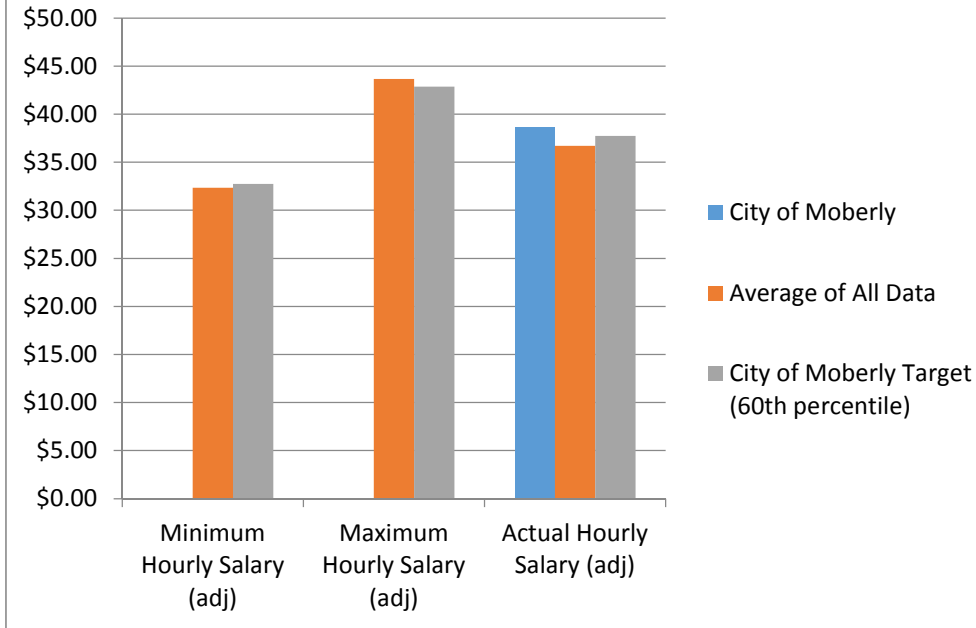


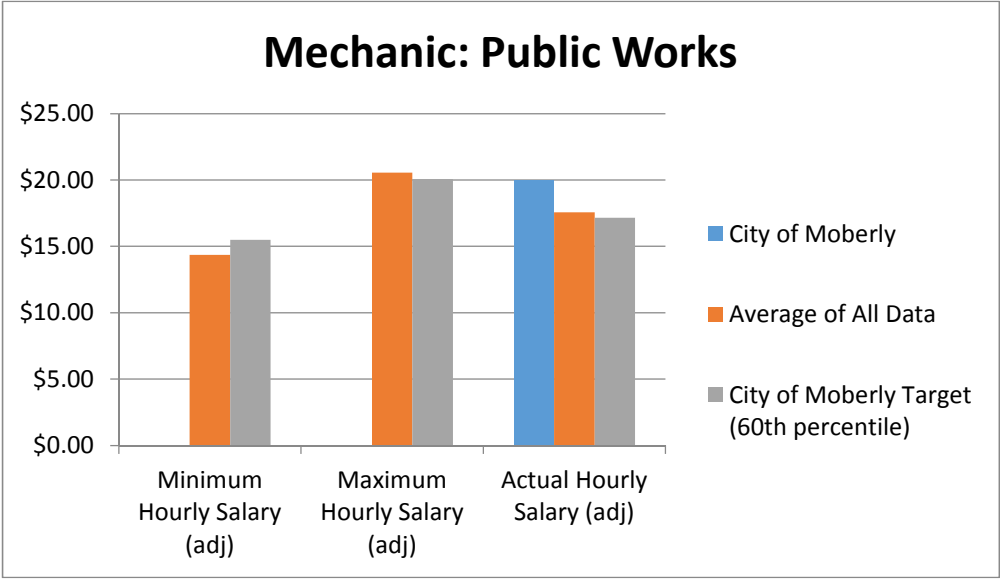
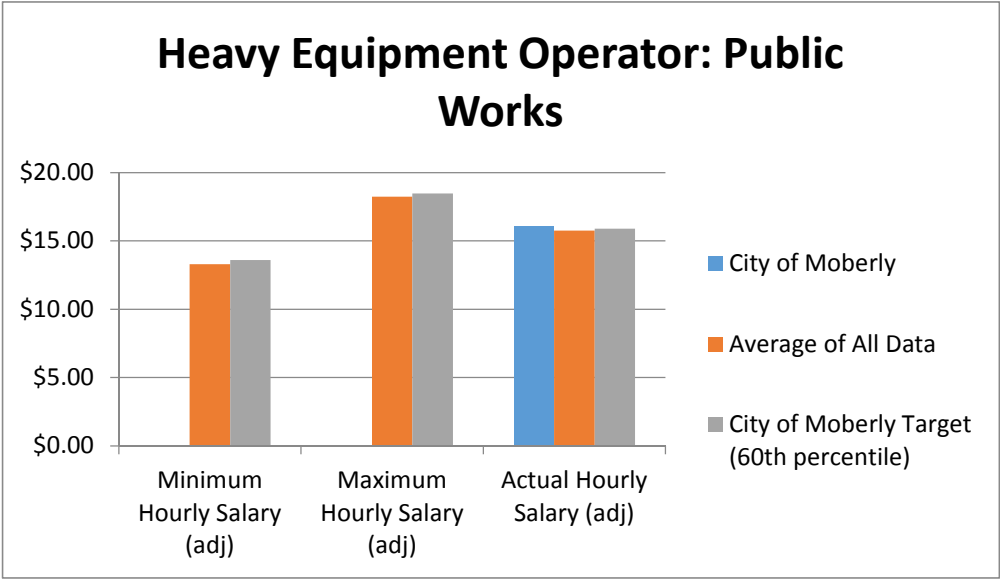


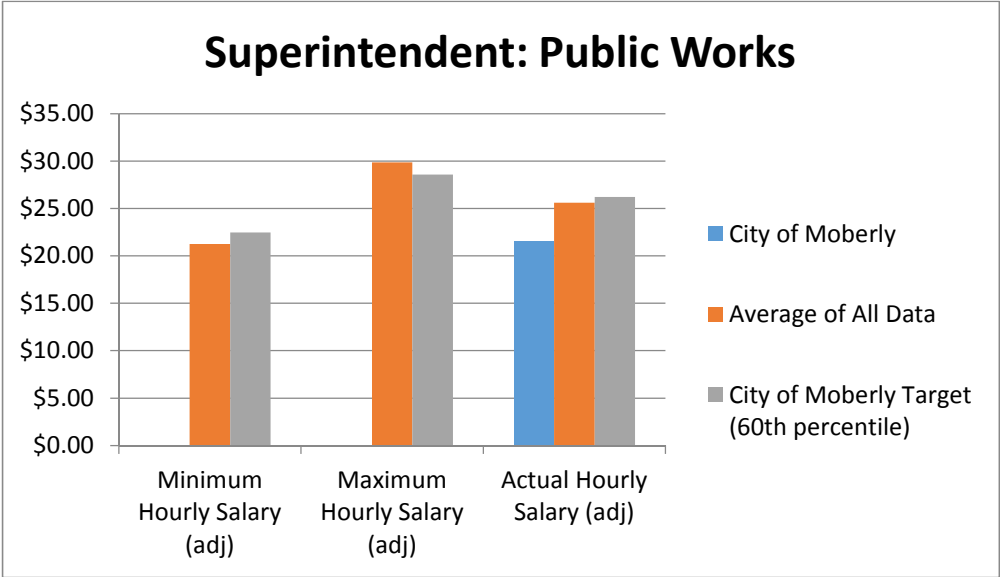
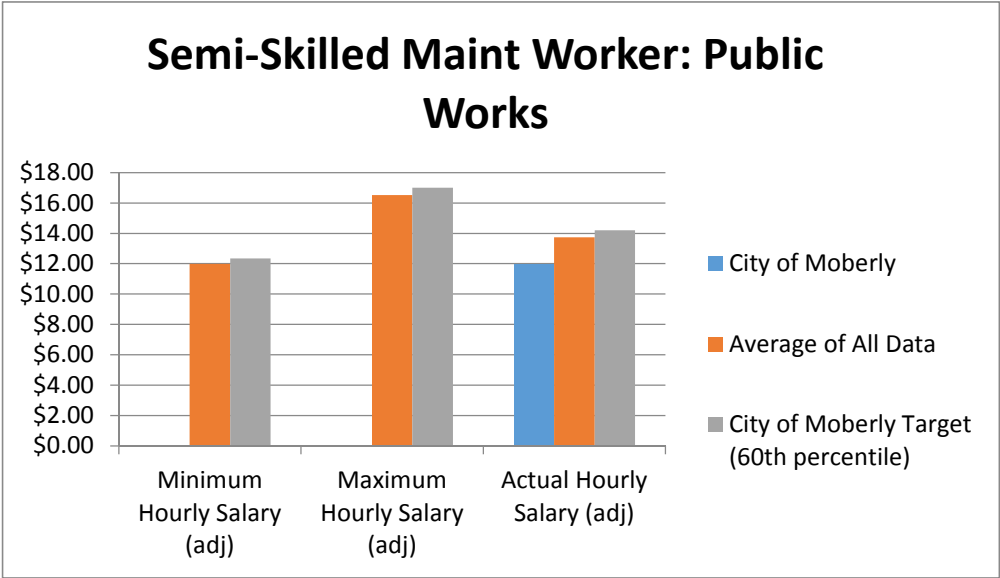
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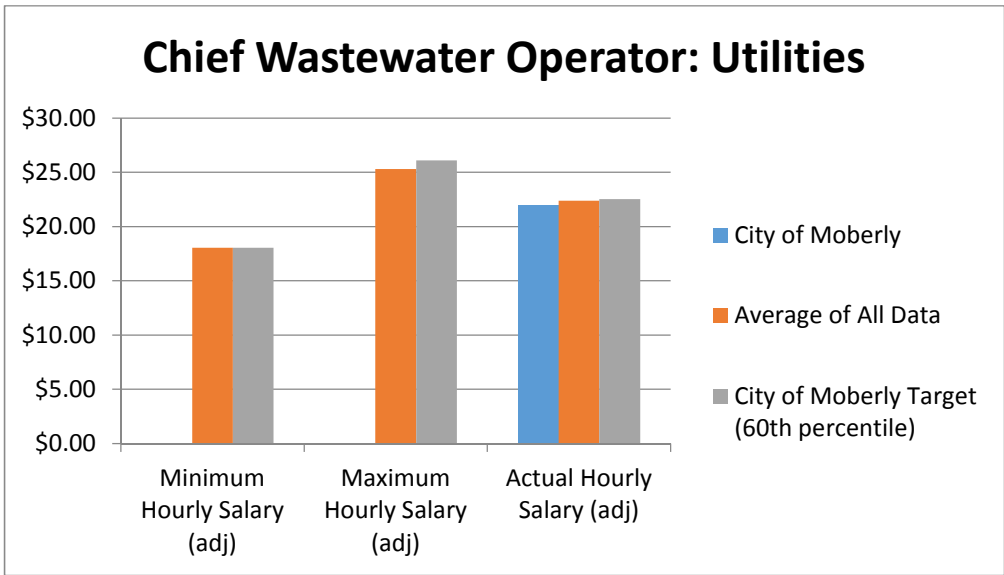
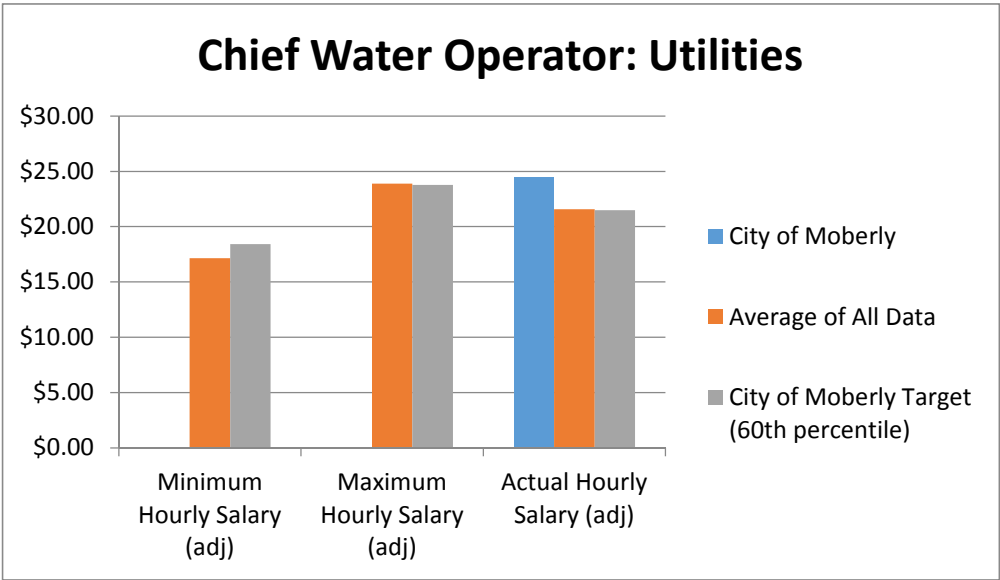


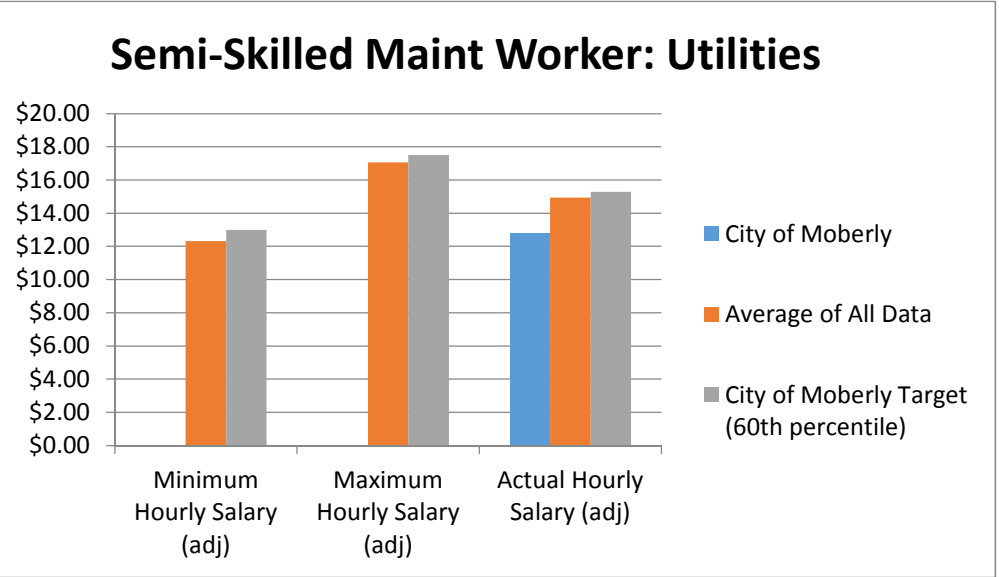
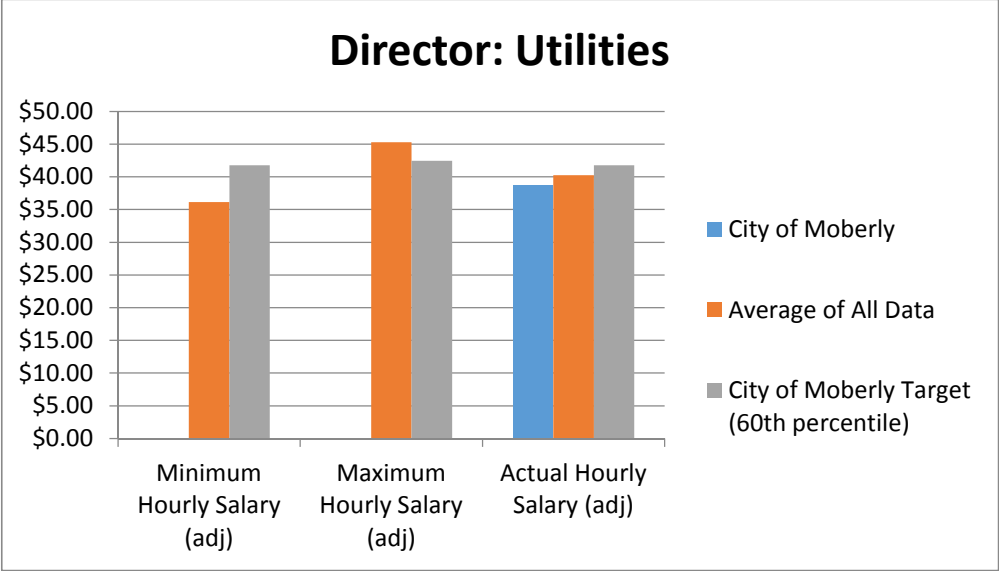
Director: Public Works

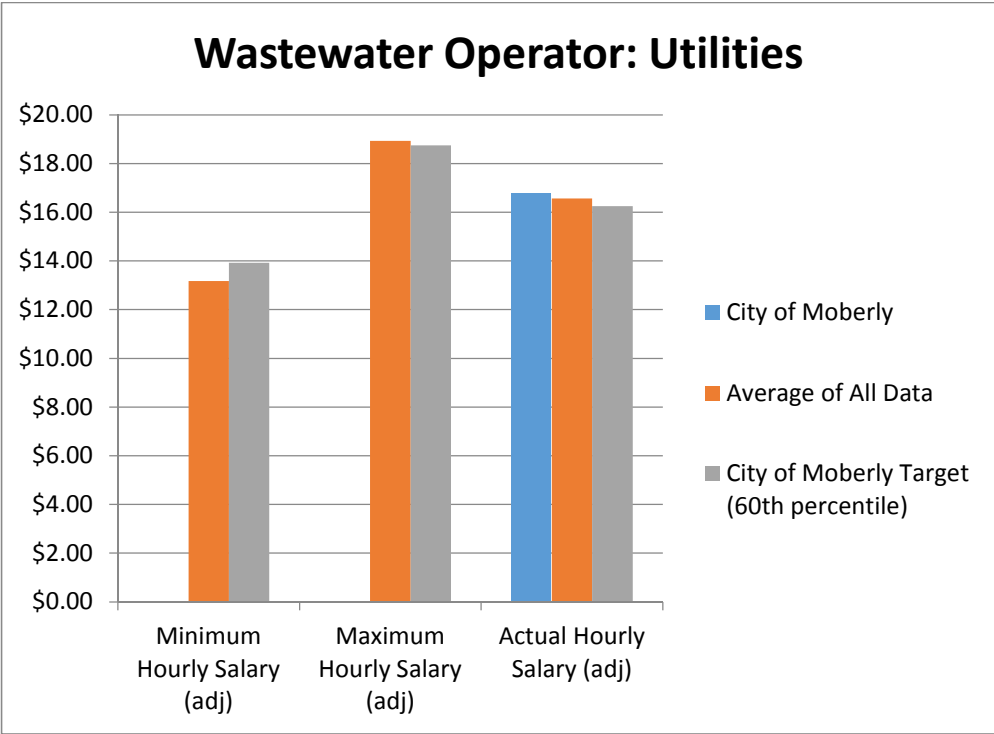
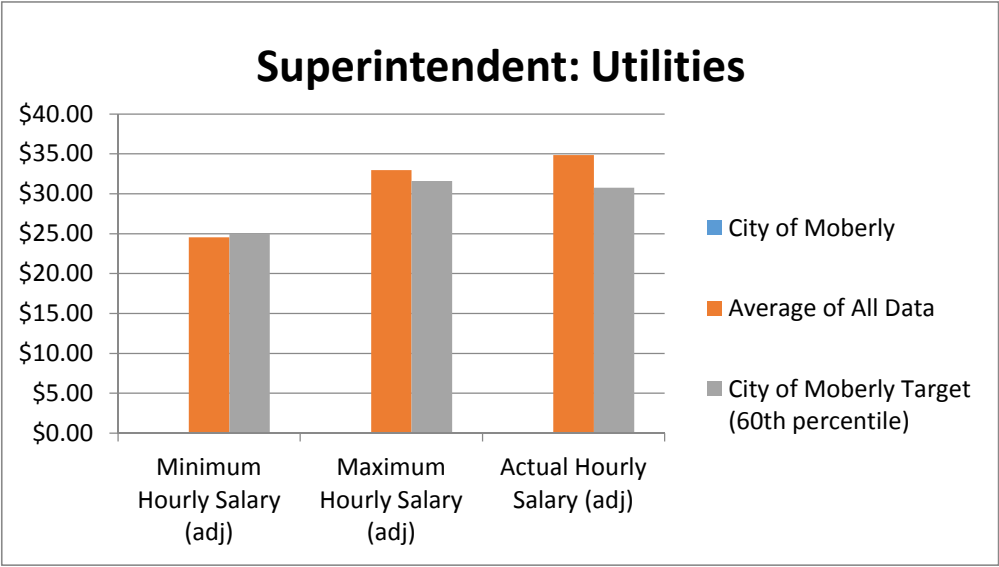


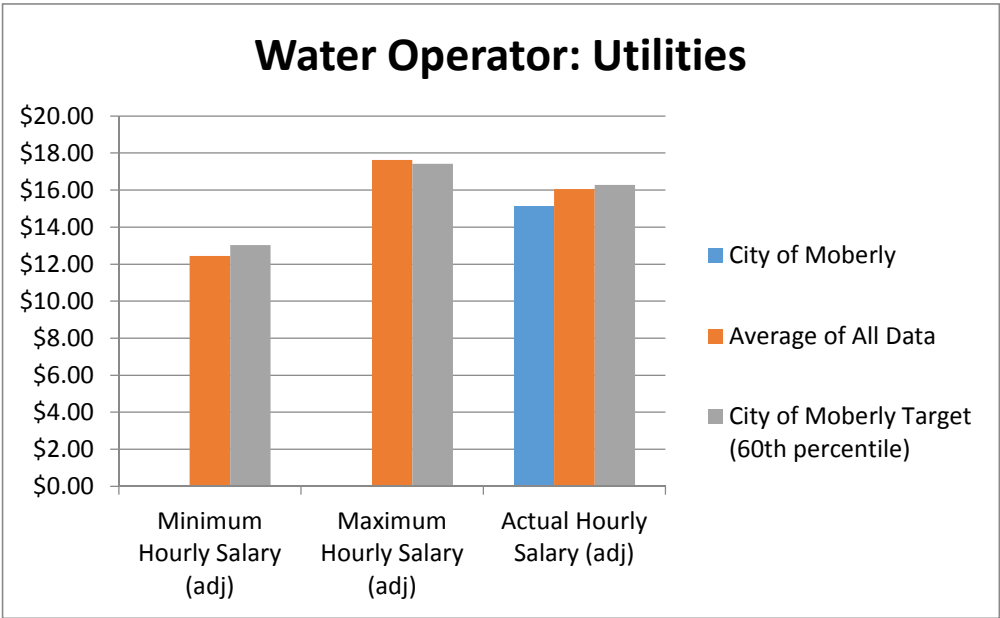
















OVERLAND PARK, KS OFFICE: P.O. Box 27196, Overland Park, KS 66225 Phone: (913) 851-7530
FORT COLLINS, CO OFFICE: 4809 Prairie Vista Drive, Fort Collins, CO 80526 Phone: (970) 266-8724
Fax: (913) 851-7529
www.austinpeters.com

November 9, 2016

Dear Survey Participants:

Attached is a salary and wage survey for the City of Moberly, Missouri. Our firm has been retained by the city to conduct this survey. We have designed the survey so that your completion is fairly easy. Once we receive the results, we will share the information back with you. For private parties, data confidentiality will be strictly maintained by the Austin Peters Group and we will not use your name.

Please respond to the attached survey by November 23, 2016 via fax (913-851-7529), email mjones@austinpeters.com.

If you have any questions, our local contact at the City of Moberly is Marva Viley, 660-269-7670, she would be glad to respond if needed. We appreciate your participation in this survey and know that you will find the results helpful in your compensation planning.

Sincerely,

Beth Tatarko

Beth Tatarko, Vice President
970-266-8724

Directions for Completing Salary and Benefits Survey

1. Each position that is being studied with this survey is briefly described on the worksheets. Please review each brief position description.
2. If your organization uses a different position title, or if the job falls within a different department or area than the one listed, please indicate the title and department you use in the Column 2. If you do not have such a position, indicate N/A (not applicable).
3. In Column 3, determine whether the position described is a Very Close Match, Close Match, Fair Match, Poor Match, or No Match with the same in your organization. (Circle 1=Very Close Match, 2=Close Match, 3=Fair Match, 4=Poor Match, 5=No Match).
4. In Columns 4 and 5, please provide the following information as of November 1, 2016 for each position. Please provide the requested information on an **hourly basis**. When making conversions to hourly rates please take the annual amount of salary paid to the position and divide that amount by **actual hours worked**. For example, if you have a Laborer who is paid \$15,000 on an annual basis, but works 1,040 hours per year, the hourly rate reported should be \$14.42 and not \$7.22 which would be reported for a full time, 40 hour per week position. Please indicate the **minimum** hourly range for each position. Please indicate the **maximum** hourly range for each position. If you do not have salary ranges, please indicate N/A (not applicable).
5. In Column 6, please indicate the **actual** hourly rate for each position. If you have multiple people filling a position, use the **average** rate for all employees in that position to report actual hourly rate. Please report how many people are in the position as well.
6. In Column 7, please indicate the number of people this position supervises. A supervisor is someone who regularly provides direction; does complete or assist in performance evaluations; does participate in hiring and firing decisions; and does participate in discipline of employees. If this position does not supervise anyone, indicate a zero.
7. In Column 8, indicate if this position receives overtime pay. Y = Yes and N = No.

Thank you for your time. The Austin Peters Group, Inc. and the City of Moberly greatly appreciates your participation in this vital study.

General Information Questionnaire

City or Organization: _____
Survey Completed By: _____
Phone: _____ Email: _____

For *Private* Employers: ____ (check here if you would like your response kept confidential and not distributed back to the city, but only counted in summary data)
For *all* Participants: ____ (check here if you would like a company emailed back to you)
Provide email address here: _____

1. Number of Full-time Equivalent employees:
 - Regular FT (excluding temporary and seasonal) _____
 - Regular PT _____
 - Number of Department Heads _____

2. Benefits:

Item	Employer Share %	Carrier Name	Self-insured Y/N
Health Insurance (employee)			
Health Insurance (employee plus children)			
Health Insurance (employee plus spouse)			
Health Insurance (employee plus family)			
Vision (employee)			
Vision (employee plus children)			
Vision (employee plus spouse)			
Vision (employee plus family)			
Dental (employee)			
Dental (employee plus children)			
Dental (employee plus spouse)			
Dental (employee plus family)			

3. Additional compensation items:

A. Retirement:

What is your retirement program?
 What % is your 401K match?

B. Leave:

How many annual holidays do you provide?
 How many hours of vacation do you provide for

	0-5 Years	5-10 Years	10 Years or more	Maximum Accrual or carry over?
Exempt				
Non Exempt				

What is your annual sick leave allowed? Explain if you pay out for sick leave or annual leave upon retirement or departure of an employee?

What percentage do you use as a Fringe Benefit Rate as part of overall personnel costs? Fringe Benefit Rates typically include: Medicare, social security, retirement contributions, medical insurance, dental insurance, life insurance, disability insurance, vision insurance, and HSA contributions.

C. Additional Incentives or Certification Pay

Do you have a wellness program?

Do you offer an employee assistance program?

What additional incentives do you offer for employees (childcare, tuition assistance, phone)?

Please list certifications or special duties and the amount that you compensate employees for gaining? (Example EMD Dispatcher, CPA, SHRM)

4. For 2017 what does your organization plan for increases:

Item	All Employees - Y/N	% Increase
COLA		
Step Increase		
Longevity		
Merit		
Other _____		

Moberly

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8
Department/Position Title/ Description	Your Title/ Department	Rate how well your position matches the description in Column 1, 1=Very Close 2=Close Match 3=Fair Match 4=Poor Match 5=No Match	Minimum Salary (Hourly)	Maximum Salary (Hourly)	Actual Hourly Rate/ Number of Employees that hold this position?	How many people does this position supervise?	Does this position receive overtime pay? Y=Yes, N=No
Administrative Asst: Administration – Performs receptionist activities. Supports purchasing and HR functions. Receives job applications, mail, and routes mail and phone calls. Greets visitors. Responds to inquiries from the public. Processes invoices. Updates and files records. Maintains supplies.	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
City Clerk: Administration – Maintains the City’s official records. Prepares notes for secretarial transcription. Attests accuracy of ordinances and resolutions. Supervises voter registration. Prepares legal notices for public hearings and meetings. Manages budgeting. Processes accounts payable. Supervises staff. Prepares payroll reports.	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)

<p>City Manager: Administration – Manages the City’s budget. Supervises staff. Determines goals and projections for future developments. Manages City-wide planning efforts. Conducts internal and external public relations. Meets and confers with City Council.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>HR Director: Administration – Operates, maintains, and improves the City’s system for acquiring, training, and compensating staff. Oversee administration of benefits. Develops, communicates, and enforces City HR policies. Prepares budgets and reports.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Accountant: Finance – Organizes and maintains City tax collection services. Generates and distributes bills. Directs taxes and implements sales tax procedures. Directs accounts receivable. Prepares reports. Performs monthly reconciliation of bank accounts. Assists with monitoring accounting system.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Director: Finance – Directs, coordinates, and supervises all financial activity of the department. Responsible for cash management and finance activities, including investment decisions. Monitors interest rates. Reviews expenditures. Oversees bid processes. Supervises the preparation of the annual budget. Prepares for audits and works with auditors. Supervises staff.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)

<p>Utility Clerk/City Cashier: Finance – Receives and posts cash receipts to accounting system. Balances cash drawer. Assists with monthly reports. Answers phone and routes calls. Responds to inquiries from the public.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Captain: Fire – Leads subordinate officers and responds to emergencies. Determines manpower and equipment requirements for each emergency. Maintains control at the scene. Prepares reports. Supervises staff. Directs inspections of buildings, schools, nursing homes, and hospitals. Designs and establishes training curriculum.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Chief: Fire – Directs all functions of the department. Supervises staff. Creates and monitors department budget. Creates goals and objectives for the department. Establishes training requirements.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Firefighter: Fire – Responds to emergency situations and provides services. Assists with implementing best course of action. Assists with inventory of truck. Assists with the breakdown of equipment and supplies, and cleans vehicles and equipment used.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Custodian: Parks & Rec – Maintains auditorium and grounds, cleaning and maintaining equipment. Assists with carpentry, plumbing, and painting.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)

<p>Semi-Skilled Maint Worker: Parks & Recreation – Maintains City parks. Mows and does groundskeeping. Maintains ball fields and archery range. Assists with maintenance projects as needed. Performs equipment setup for events. Assists with snow removal.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Parks Superintendent: Parks & Recreation – Assures City parks and facilities are maintained. Supervises staff. Prepares reports. Responds to inquiries from the public. Manages park forestation. Responsible for design, construction, maintenance, and repair of facilities.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Recreation Programmer: Parks & Recreation – Develops, coordinates, and supervises recreation programs. Maintains records. Promotes programs through public relations. Trains seasonal staff. Maintains supplies and inventory.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Animal Control: Police – Enforces the animal control ordinances. Ensures public safety from animals and humane treatment of animals. Prevents the spread of animal-to-human diseases. Cleans shelter. Euthanizes animals. Completes paperwork. Keeps statistics and work logs. Responds to inquiries from the public.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Chief: Police – Directs, plans, and implements all aspects of law enforcement, and oversees the</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)

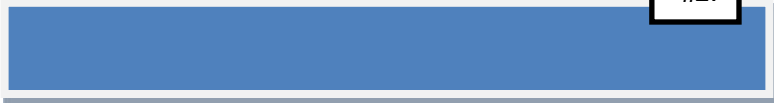
<p>administrative components of the Department. Supervises staff. Sets departmental goals and objectives. Directs public relations activities. Prepares and manages the budget.</p>							
<p>Communication Operator: Police – Facilitates communications between the City and governmental entities and citizens. Receives and dispatches calls. Updates dispatcher database. Gathers and contributes information to state databases. Monitors weather information. Maintains departmental files.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Detective: Police – Conducts criminal investigations, collects evidence, and assures laws are enforced. Prepares reports. Interrogates suspects and interviews witnesses, victims, and others. Prepares evidence for lab.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Municipal Court Clerk: Police – Supervises processing, dissemination and filing of municipal court cases and reports. Files and retrieves correspondence. Updates files. Maintains accounts. Prepares reports. Receives payments.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Patrol Officer: Police: Enforces laws and patrols assigned areas. Responds to incident reports. Prepares reports. Conducts and completes investigations and arrests. Conducts traffic and parking enforcement activities.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)

<p>Sergeant: Police – Enforces laws and patrols assigned areas. Supervises staff. Responds to incident reports. Reviews reports. Conducts and completes investigations and arrests. Conducts traffic and parking enforcement activities.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Administrative Asst: Public Works– Provides correspondence, answers the phone, performs scheduling, and organizes travel. Tracks information such as workorders, tickets, materials and equipment used. Codes bills for payment. Greets visitors and responds to inquiries from the public.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Code Enforcement/Prop. Maint. Officer: Public Works – Enforces City codes for residential and nonresidential structures, junk vehicles, weeds and placement of waste. Conducts inspections and documents noncompliance. Responds to inquiries from the public.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Director: Public Works – Direct, plans, and coordinates Public Works efforts. Supervises staff and delegates supervision of work. Responds to inquiries from the public. Oversees, public works, streets, community development, code, cemetery, planning, and engineering. Oversees bid process. Supervises weather-related situations. Monitors airport operations. Prepares and administers budget.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)

<p>Heavy Equipment Operator: Public Works – Operates and maintains heavy equipment. Assists with sign repairs, grounds keeping, culvert repairs, cleans ditches and keeps free of obstructions, paints traffic control markings as assigned, snow removal, and salt and sand distribution. Assists sanitation crew when necessary.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Mechanic: Public Works – Plans, carries out, and evaluates preventive maintenance schedules for City vehicles. Prepares reports. Operates diagnostic equipment. Maintains vehicles and equipment.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Semi-skilled Maint. Worker: Public Works – Assists with sign repairs, groundskeeping, culvert repairs, cleans ditches and keeps free of obstructions, paints traffic control markings as assigned, snow removal, and salt and sand distribution. Assists with mowing the cemetery. Operates a variety of tools and equipment.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Superintendent: Public Works – Directs, plans, and coordinates work. Supervises staff and monitors performance. Responds to inquiries from the public. Assists with bidding process. Purchases small equipment, fuel, and supplies. Oversees Street and Shop activities.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Chief Water Operator: Utilities – Operates and monitors the daily operation of the plant. Assures that the</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)

<p>public has a safe and reliable water supply, assuring that the operation is within budget. Collects samples. Analyzes and records test results. Develops corrective plans. Supervises staff and assigns work. Water Treatment License A.</p>							
<p>Chief Wastewater Operator: Utilities - Operates and maintains wastewater treatment plan, lift stations, and related structures. Collects samples and conducts tests. Supervises staff and the testing process. Prepares reports. Conducts inspections. Wastewater License A required.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Director: Utilities – Plans, directs, and manages work of the department. Supervises staff. Prepares departmental budget. Plans and evaluates the effectiveness of the environmental programs. Sets goals and objectives.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Semi-skilled Maint. Worker: Utilities – Repairs and replaces all new and existing water/sewer lines. Inspects lines, does locates, completes trenching, and maintains safety. Operates a variety of tools and equipment.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)
<p>Superintendent: Utilities – Administers the operations of the Maintenance Division, Water and Wastewater Treatment, and other Utilities systems. Supervises staff. Assists with budget. Plans, supervises, directs, and evaluates effectiveness of environmental programs. Sets goals and projections.</p>	Title	Rating	Min (Hr.)	Max (Hr.)	Actual (Hr.)	# Supervised	Overtime (Yes or No)

<p>Wastewater Operator Utilities – Performs skilled technical work in the operation and maintenance of the plant, lift stations, and related structures, assuring aquatic life and health of downstream users are protected. Collects samples and analyzes test results. Maintains equipment and conducts preventive maintenance. Monitors computers.</p>	<p>Title</p>	<p>Rating</p>	<p>Min (Hr.)</p>	<p>Max (Hr.)</p>	<p>Actual (Hr.)</p>	<p># Supervised</p>	<p>Overtime (Yes or No)</p>
<p>Water Operator: Utilities – Performs skilled technical work in the daily operation of the plant. Assures that the public has a safe and reliable water supply, assuring that the operation is within budget. Collects samples. Analyzes and records test results. Develops corrective action plans. Maintains equipment.</p>	<p>Title</p>	<p>Rating</p>	<p>Min (Hr.)</p>	<p>Max (Hr.)</p>	<p>Actual (Hr.)</p>	<p># Supervised</p>	<p>Overtime (Yes or No)</p>



Policy Samples

The pay plan is integrated from top to bottom, with each range based on market analysis and point factors assigned to each position.

Application of the Compensation Plan

The compensation plan, containing standard salary ranges for all positions, is applied in accordance with the following:

- (a) **RATES.** All rates prescribed in the ranges of pay represent the remuneration authorized for employment.

- (b) **MINIMUM AND MAXIMUM RATES.** Under each salary range there is set forth a minimum and a maximum salary rate. Except as otherwise provided in these rules, appointment to any position shall be made at the minimum rate and advancement from one salary rate to the next higher rate, and to the maximum rate for the salary range shall be made on the basis of performance. The City of Moberly may choose to move the ranges each year, which will include moving the employee's pay accordingly based on an outside source chosen by the City Manager or Governing Body (examples include the U.S. Department of Labor, the U.S. Bureau of Labor Statistics, the U.S. Conference Board, Mercer data report, etc.).

Rates of pay may be recommended using the following guidelines:

- 1. A condition of any appointment above the minimum rate will depend upon the department's budgeted wage line item, the employee's documented experience and or documented education, or documented certifications that make the employee's training time in the job minimal and it is expected the employee is able to fully take on all the duties within 30 days of hire. The applicant clearly exceeds the minimum requirements for the position as set out in the official position description and clearly meets all of the preferred requirements for the position as set out in the official position description.
 - 2 years of additional education and or job related experience – 0-5% above the range minimum
 - 3 years of additional education and or job related experience – 5% to 7.5% above the range minimum
 - 5 years of additional education and or job related experience – 7.5% to 10% above the range minimumThe requisitioning department must also provide documented evidence that the position opening has been extensively advertised in local and regional publications or online sources.

2. When an employee is re-employed, the department head may request authorization of an appointment at a salary in the range for the position corresponding to that which the employee had been receiving upon the termination of his/her previous service.
3. When an employee is hired into a position and does not meet the minimum requirements as outlined in the position description but is given time to acquire certifications within a specific amount of time as outlined in the position description, then the employee will be paid at 10% below the range minimum until the qualifications to perform the position are met at which time the employee will be moved to the range minimum.

Merit Pay

Merit Pay is a positive recognition of increased effectiveness in performing the duties of a position as described in the job descriptions for that classification. As an employee's performance in a position continually improves as evidenced by greater production, improved judgment, and increased initiative, recognition is given to the employee by means of a merit payment.

Standards for Withholding Merit Increases

When an employee's performance fails to meet the measures of competency required by the position description, lacks initiative, lacks in judgment, has poor attendance, or other reasons as described by the Department Head in the employee's Performance Evaluation, a merit payment shall not be granted. The appointing authority and his or her supervisor shall be responsible for informing the employee of his or her employment deficiencies and the expected improvements and establish a time of the next scheduled evaluation. Employees who fail to meet performance expectations within the time frame established in the prior evaluation may be released from the City of Moberly employment, with or without cause.

Promotion

An employee promoted to a higher classified position shall be given a minimum of a seven percent (7%) pay increase but not less than the base rate for the range in which the position is classified. The date for the employee's performance evaluation shall remain unchanged and will be the anniversary date of the employee.

Demotion

Definition of demotion: A demotion is the movement of an employee to a position with a range level lower than the current range level.

It is the policy of Moberly to ensure effective levels of performance are maintained. Depending upon the availability of a vacant position for which an individual is qualified, an employee may be demoted for inadequate performance, as a means of disciplinary action, or upon voluntary written request.

Involuntary Demotion: An employee demoted to a lower pay classification for inadequate performance or as a means of disciplinary action shall be given a minimum of a three percent (3%) reduction in pay from their current salary.

Voluntary Demotion: An employee may request a voluntary demotion in writing and must follow the recruitment process.

1. The Department Head shall consult with the Department of Human Resources to ascertain the appropriate salary.

The salary will be commensurate with the range and position.

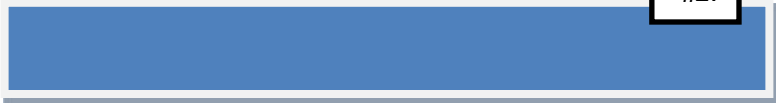
The amount authorized shall be based upon internal equity and qualifications of the applicant for the position.

The salary shall not exceed the maximum pay of the appropriate range.

2. An employee begins the evaluation period on the date of demotion and is subject to all City of Moberly rules.

Report of Performance Evaluation

A report of Performance Evaluation must accompany the Personnel Status Form when an employee is being considered for a merit payment, being promoted, demoted or terminated.





General Information Questionnaire Summary

- 1. Number of Full-time Equivalent employees:
 Moberly: 126
 Respondent Average: 118 (excludes Correctional Center)

- Regular Part Time
 Moberly: 44
 Respondent Average: 28 (excludes Correctional Center)

- Number of Department Heads
 Moberly: 9
 Respondent Average: 10 (excludes Correctional Center)

2. Benefits:

Item	Moberly Share %	Respondent Share %
Health Insurance (employee)	100%	97%
Health Insurance (employee plus children)	75%	81%
Health Insurance (employee plus spouse)	75%	79%
Health Insurance (employee plus family)	75%	79%
Vision (employee)	Included in Health	13%
Vision (employee plus children)	Included in Health	0%
Vision (employee plus spouse)	Included in Health	0%
Vision (employee plus family)	Included in Health	8%
Dental (employee)	100%	67%
Dental (employee plus children)	\$40 month	18%
Dental (employee plus spouse)	\$40 month	18%
Dental (employee plus family)	\$40 month	22%

(*) only calculating respondent share where respondent provided insurance (4 cities have stopped carrying coverage for children, spouse or family)

3. Additional compensation items:

A. Retirement:

What is your retirement program?

Moberly: LAGERS

Respondents:

LAGERS (11)

State of Missouri (1)

What % is your 401K match?

Moberly: 0%

Respondent Average: One respondent had a plan and contributed 3%

B. Leave:

How many annual holidays do you provide?

Moberly: 11

Respondent Average: 11

How many hours of vacation do you provide for

	0-5 Years	5-10 Years	10 Years or more	Maximum Accrual or carry over?
Exempt				
Moberly:				
Respondent	80	120	160	240
Average:	97	123	159	189
Non Exempt				
Moberly:				
Respondent	80	120	160	240
Average:	101	120	163	192

Table excludes Fire which is 318 hours for Moberly

What is your annual sick leave allowed?

Moberly: 96

Respondent Average: 81

Explain if you pay out for sick leave or annual leave upon retirement or departure of an employee?

Moberly: Vacation Leave balance is paid at normal rate

Respondent Average:

- No (7)
- 50% of sick leave upon retirement
- 50% pay out

- After one year employee is paid all unused sick time upon departure and paid out at \$10 per day with a max of \$1000
- After 20 years 20% of maximum accrual of 720 hours
- Paid out at 25% of max accrual of 720 hours

What percentage do you use as a Fringe Benefit Rate as part of overall personnel costs? Fringe Benefit Rates typically include: Medicare, social security, retirement contributions, medical insurance, dental insurance, life insurance, disability insurance, vision insurance, and HSA contributions.

Moberly: 38%

Respondent Average: 36%

C. Additional Incentives or Certification Pay

Do you have a wellness program?

Moberly: Yes

Respondents: Yes (6); No (6)

Do you offer an employee assistance program?

Moberly:

Respondents: Yes (11); No (1)

What additional incentives do you offer for employees (childcare, tuition assistance, phone)?

Moberly: Tuition Assistance, Fitness Center reimbursement

Respondents: Tuition Assistance (6); Cell phone (4); Uniform (1); Civic Center/Water Park (1); Training (1)

Please list certifications or special duties and the amount that you compensate employees for gaining? (Example EMD Dispatcher, CPA, SHRM)

Moberly: Firefighter 1&2 2%; Fireschool Instructor I & II FS Investigator FS Inspector - \$250

Respondents:

- 2.5% for paramedic certificate
- Firefighter II/EMT, Master Police Office, Utility Operator – 7% increase if they meet criteria
- EMT \$300 bonus

4. For 2017 what does your organization plan for increases:

Item	All Employees - Y/N
COLA Moberly: Respondent Average:	Yes – 1.5% Yes (2); No (4); No Response (6) Average: 1.50%
Step Increase Moberly: Respondent Average:	No Yes (4); No (4); No Response (2) Average: Not reported
Longevity Moberly: Respondent Average:	No Yes (0); No (4); No Response (8) Average: Not reported
Merit Moberly: Respondent Average:	No Yes (1); No (4); No Response (7) Average: 3%
Other _____ Moberly: Respondent Average:	No Yes (1); No (0); No Response (11) Increased retirement



APPENDIX 5 – Example of Pay Compression Calculation

#2.



CITY OF MOBERLY CITY COMPRESSION CALCULATION

Step 1. Each position was evaluated in relation to internal equity and the market which by itself could move a position up or down/person up or down

Step 2. As a result of market analysis, a market average is being recommended for pay range minimums and pay range maximums; where half of employers pay more than the City and half pay less

Step 3. As a result of Step 1 and 2, if an employee is below the new proposed range minimum they are adjusted upward to the new proposed range minimum (Impact 39 employees moving; \$109,713)

Step 4: Employees with a positive performance review and who are not at or over the top of the new proposed pay range maximum receive a 1.5% market adjustment (Impact 126 employees adjusted for market; \$64,575)

Step 5: Employees (as of November 1, 2016) who are behind where they should be in the new proposed ranges based on their time in position with the City may receive a compression adjustment as follows (designed to push them ahead of other less experienced employees within the new proposed range) --

Example – Police Officer, Range 14, New Proposed Range Minimum \$14.11, New Proposed Range Maximum \$21.16. Time in Position January 9, 2006.

Determine where the person should be within the new range relative to their hire date or promotion into position (after being brought up to new proposed range minimum-- Step 3). This employee’s new rate of pay is \$16.73, because they were already above the range minimum.

1. Take the New Proposed Range Maximum minus New Proposed Range Minimum (\$21.16-\$14.11 equals \$7.05).
2. Multiple the answer of \$7.05 by years of service ratio, in this case .78. This person has 10.98 years of service which is a ratio of .78 {10.98 years divided by maximum years of 14 equals .78}. Years of service calculations were capped at 14 years.
3. Add the answer of \$5.499 to the New Proposed Range Minimum of \$14.11 to determine a target pay rate of \$19.64 (rounded answer).
4. Take the employee’s target rate of pay \$19.64 and minus the new rate of pay \$16.73 (from Step 3) equals \$2.91 (amount person is under the target rate of pay). Divide the resulting difference of \$2.91 by 6 to determine the compression adjustment (\$.485 hr.).

City of Moberly City Council Agenda Summary

Agenda Number: _____ #3.
 Department: Comm Dev
 Date: April 20, 2020

Agenda Item: Receipt of bids for Entry (Welcome to Moberly) signs.

Summary: The City of Moberly advertised for bids for entry (Welcome to Moberly) signs and bids were opened April 8, 2020 at 10:00 am. Only one bid was received from Mattox Advertising Co., LLC. Attached are the ad, bid and picture of the sign.
 Staff recommends approval of this bid.

Recommended

Action: Accept this bid.

Fund Name: Non-Residential Lodging Tax

Account Number: 102.000.5502

Available Budget \$: 6,500.00

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

Advertisement for Bids

The City of Moberly is requesting sealed bids for four (4) new entry signs to the City of Moberly. Specifications for the signs may be obtained at the office of the City Clerk's Office here at City Hall, 101 West Reed Street, Moberly, Missouri 65270. Sealed bids marked **"ENTRY SIGNS** must be received by **10:00 a.m., Wednesday, April 8, 2019**. The City of Moberly reserves the right to accept or reject any or all bids. For more information call Tom Sanders at (660)269-7644.

SUBMITTED BY TOM SANDERS
CITY OF MOBERLY
Director of Public Works

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE MONITOR
INDEX: **WEDNESDAY, MARCH 25, 2020**

CITY OF MOBERLY, MISSOURI

BID FORM

Bid Due Date: April 8, 2020

The City of Moberly is requesting a Bid Quotation for:

Four new Entry Signs to the City of Moberly:

Fabrication of (4) signs and frames		\$ <u>4,032</u>
(8) Poles and fabrication to meet breakaway specifications		\$ <u>3,912</u>
Powder coating of (8) poles and (4) framework	PAID FOR BY CITY	\$ <u>—</u>
Boring (8) holes to set poles	FURNISHED BY CITY	\$ <u>—</u>
Materials to set poles	CONCRETE BY CITY	\$ <u>—</u>
Labor to install signs, take measurements for poles, etc.		\$ <u>4,000</u>

TOTAL 4 SIGNS @ \$2,986 EACH TOTAL: \$11,944

Company Name: MATTOX ADVERTISING CO., LLC

Company Address: 110 SOUTH WILLIAM ST., MOBERLY, MO

Authorized Signature: *Nancy Meese*

Bid submission deadline 10:00 p.m. Wednesday, April 8, 2020, to City Clerk's Office, Moberly City Hall, 101 West Reed Street, Moberly, Missouri 65270.

ENTRY SIGN RFP

The City of Moberly is requesting sealed bids for (4) new entry signs to the City of Moberly. The signs would be 4' x 8' x 1/8" single faced red enamel aluminum composite signs with white high-grade lettering and black outline/shade. The proposed wording would be:

WELCOME TO MOBERLY

Est. 1866

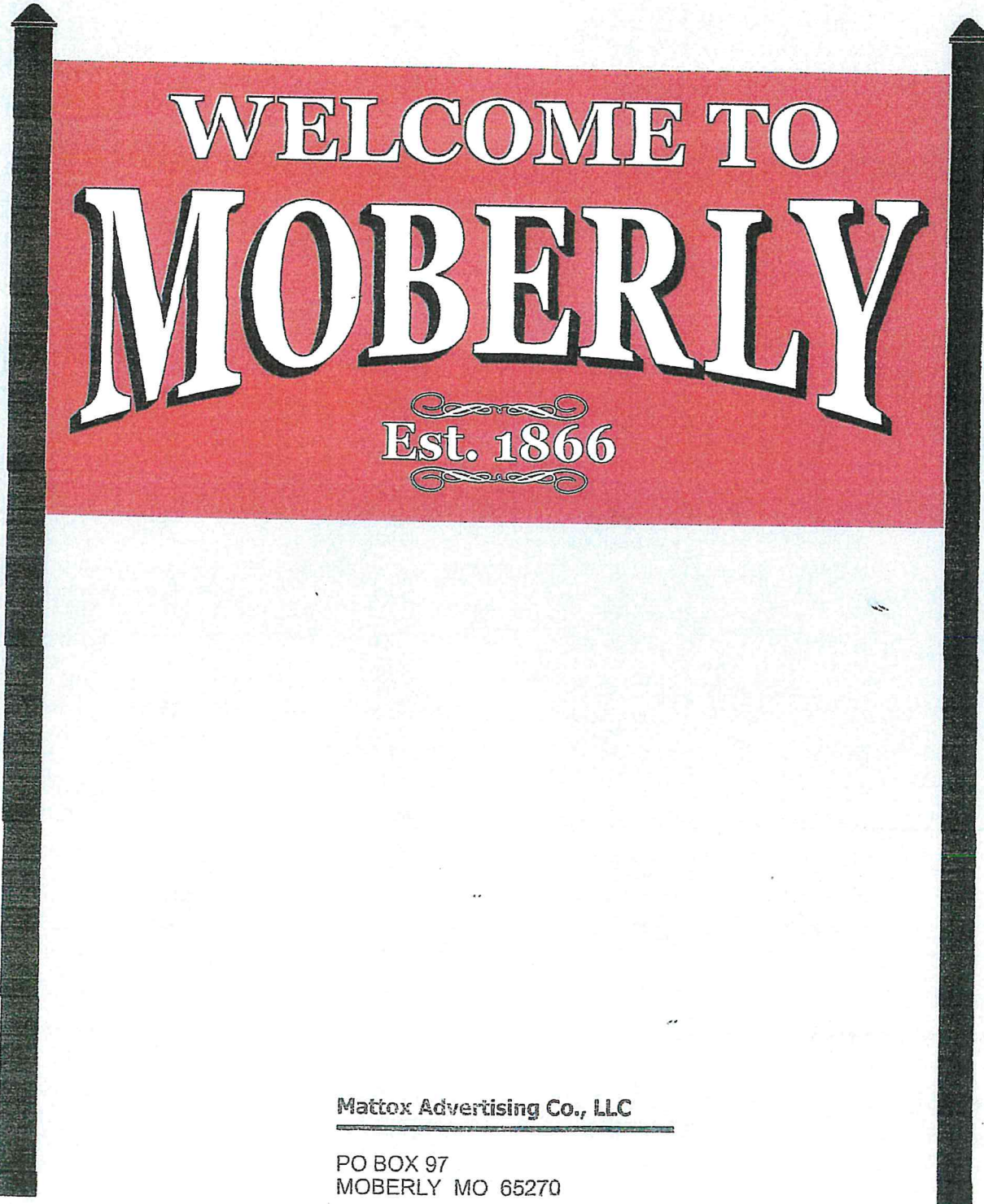
Final wording and format are subject to change.

As these will be installed on MODOT r/w, the approved poles for each of the four signs should be (2) 4"x 4" x 3/16" steel square tube poles, with MODOT approved breakaway points just above ground level. Bottom of the sign has to be a minimum of 5' off the ground. It should be assumed that the poles will be installed on a slight slope so plans should include enough height to Poles should have a matching pole cap.

The poles are to be powder coated gloss black. As we have not found poles that meet these specifications prefab, we have local sources to get them powder coated, just clarify in your bid if that is included.

The four locations will be at the entry points to the City on the East & West side of Moberly on Hwy 24 and the North/South points along Hwy 63. Lump sum bids should include all costs for the equipment, materials and labor to complete proper installation. In the event that your bid would only include specific components of this, make sure you break it out in your proposal.

Fabrication of (4) signs and frames	<u>\$ 4,032.</u>
(8) Poles and fabrication to meet breakaway specifications	<u>3,912.</u>
Powder coating of (8) poles and (4) framework <i>CITY TO PAY FOR POWDER COATING - MATCOX TO TRANSPORT</i>	<u> </u>
Boring (8) holes to set poles <i>CITY TO BORE HOLES</i>	<u> </u>
Materials to set poles <i>CONCRETE FURNISHED BY CITY</i>	<u> </u>
Labor to install signs	<u>4,000.</u>
TOTAL:	\$ 11,944.



WELCOME TO
MOBERLY

Est. 1866

Mattox Advertising Co., LLC

PO BOX 97
MOBERLY MO 65270

Mattox

Advertising Company LLC
 PO BOX 97 110 SOUTH WILLIAMS
 MOBERLY MO 65270
 (660) 263-5282

#3.

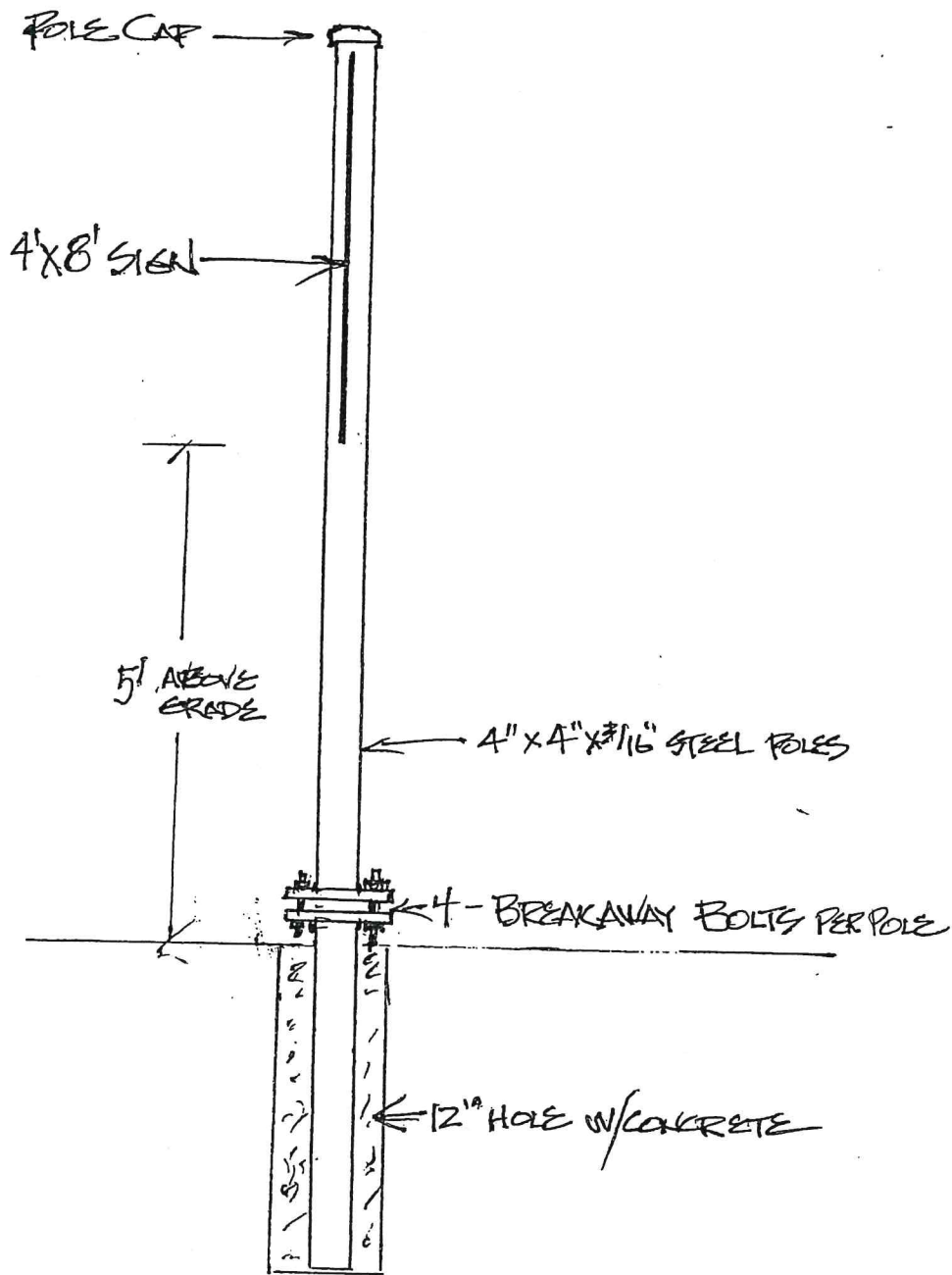
Estimate

DATE	ESTIMATE #
1/27/2020	21981

NAME / ADDRESS
City of Moberly 101 West Reed Moberly MO 65270

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
4' x 8' x 1/8" single faced red baked enameled Alupanel aluminum composite signs with white scotchlite lettering and black outline/shade as per our approved drawing. Sign panels mounted on fabricated 2" x 2" x 3/16" steel framework. Signs installed on 2 - 9' x 4" x 4" x 3/16" steel square tube poles with caps 5' above grade with 8" x 8" x 1/2" steel plates welded to poles. Ground poles are 4' x 4" x 4" with 8" x 8" x 1/2" steel plates welded to poles to be set in concrete base. Sign and 2 poles will be mounted to base poles with 5/8" breakaway bolts, 4 per pole. Bolts are approved by MODOT. Price does not include drilling of holes, concrete or powder coating of steel frames and poles. It does include our installation labor. TERMS: 60% DEPOSIT WITH ORDER (\$7,166.40); BALANCE DUE ON COMPLETION OF INSTALLATION OF SIGNS (\$4,777.60). DELIVERY: OUR PART OF SIGNS WILL BE READY TO INSTALL WITHIN 8 WEEKS OR BEFORE. sales tax exempt	4	2,986.00	11,944.00T
		0.00%	0.00
*** Thank you for your business. Please pay from this invoice. No statement will be mailed.		TOTAL	\$11,944.00

SIGNATURE _____



Mattox Advertising Co., LLC

PO BOX 97
MOBERLY MO 65270

City of Moberly City Council Agenda Summary

Agenda Number: _____ #4.
 Department: Public Works
 Date: April 20, 2020

Agenda Item: An Ordinance Approving A Mutual Termination Agreement With Tony Stuart And Authorizing A Cooperative Agreement For Infill Development With 3 Brothers Construction, LLC

Summary: This would be an agreement with 3 Brothers to construct an infill house on the properties. We had an agreement over a year ago that the fee wasn't paid as a deposit and time frames weren't met. Under the revised agreement, the developer will get the lot for free, but will be required to pay for all permits, and other standard costs the same as any normal construction.

Staff recommends approval of this.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A MUTUAL TERMINATION AGREEMENT WITH TONY STUART AND AUTHORIZING TWO COOPERATIVE AGREEMENTS FOR INFILL DEVELOPMENT WITH 3 BROTHERS CONSTRUCTION, LLC.

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

SECTION ONE: On December 18, 2018 the City entered into a Development Agreement (the “Agreement”) with Tony Stuart (“Stuart”) to develop two residential lots owned by the City at 610 S. Williams and 906 S. Williams.

SECTION TWO: Stuart has since defaulted and failed to complete the Agreement and now wishes to enter into a Mutual Termination Agreement with the City to cancel the Agreement.

SECTION THREE: 3 Brothers Construction, LLC is willing to develop 610 S. Williams and 906 S. Williams for infill development as provided in the attached Cooperative Agreements for Infill Development and said Cooperative Agreements are hereby authorized and the City Manager is hereby authorized to execute said Cooperative Agreements.

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 __ day of _____, 2020.

ATTEST:

Presiding Officer at Meeting

City Clerk

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this “Agreement”) is made and entered into as of this _____ day of _____, 2020 (the “Effective Date”) by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the “City”) and 3 Brothers Construction, LLC, a Missouri Limited Liability Company located at 9503 Highway BB, Huntsville, Missouri, 65259 (the “Developer”).

RECITALS

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

AGREEMENT

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

**ARTICLE I.
THE PROPERTY AND CONSTRUCTION**

Section 1.1. Conveyance of the Property. Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer’s agreement to construct a residence for resale in conformance with building plans submitted and approved by the City.

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots numbered as 906 South Williams and further depicted and legally described in **Exhibit A**, attached to and incorporated by reference in this Agreement.

Section 1.3. Further Conditions. The Developer shall deposit \$1,000.00 (the “deposit”) within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs which costs will be deducted from the deposit. Developer shall submit building plans and make application for a building permit within _____ days of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within one (1) year of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

**ARTICLE II.
CONVEYANCE AGREEMENT**

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

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

Section 2.3. Events of Closing.

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

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

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

Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this

transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys’ fees relating to litigation and other proceedings.

**ARTICLE III
BREACH**

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

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

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

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

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

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

Developer: Gavin W. O’Donnell

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

Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or

representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

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

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund any portion of the deposit not expended during the project.

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

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

CITY OF MOBERLY

By: _____
Brian Crane, City Manager

ATTEST:

D.K. Galloway, CMC/MRCC, City Clerk

DEVELOPER

By: _____
Gavin W. O’Donnell

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ___ day of _____, 2020, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ___ day of _____, 2020, before me appeared Gavin W. O’Donnell, to me personally known, who being by me first sworn, did say that he is the Manager/Member of 3 Brothers Construction, LLC, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

Notary Public

My commission expires:

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this “Agreement”) is made and entered into as of this _____ day of _____, 2020 (the “Effective Date”) by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the “City”) and 3 Brothers Construction, LLC, a Missouri Limited Liability Company located at 9503 Highway BB, Huntsville, Missouri, 65259 (the “Developer”).

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Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots numbered as 610 South Williams and further depicted and legally described in **Exhibit A**, attached to and incorporated by reference in this Agreement.

Section 1.3. Further Conditions. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within thirty (30) days of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within one (1) year of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

**ARTICLE II.
CONVEYANCE AGREEMENT**

Section 2.1. Transfer of the Property. Subject to the terms and conditions of this Agreement and within ten (10) days of the acceptance by the City of the site and building plan(s), the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

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

Section 2.3. Events of Closing.

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

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

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

Section 2.4. Real Estate Brokers. The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the sale of the Property. To the full extent permitted by law, the City and Developer

each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys’ fees relating to litigation and other proceedings.

**ARTICLE III
BREACH**

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

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

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

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

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

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

Developer: Gavin W. O’Donnell

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

Section 4.5. Entire Agreement; Amendments; No Waiver by Prior Actions. The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in

any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

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

Section 4.7. Execution in Counterparts. Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

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

CITY OF MOBERLY

By: _____
Brian Crane, City Manager

ATTEST:

D.K. Galloway, CMC/MRCC, City Clerk

DEVELOPER

By: _____
Gavin W. O’Donnell

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ___ day of _____, 2020, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

STATE OF MISSOURI)
)SS
COUNTY OF RANDOLPH)

On this ___ day of _____, 2020, before me appeared Gavin W. O'Donnell, to me personally known, who being by me first sworn, did say that he is the Manager/Member of 3 Brothers Construction, LLC, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

Notary Public

My commission expires:

City of Moberly City Council Agenda Summary

Agenda Number: _____ #5.
 Department: Public Works
 Date: April 20, 2020

Agenda Item: A Resolution Authorizing A Commercial Aircraft Operators Permit And Fee At Omar N. Bradley Regional Airport.

Summary: Each year, several agricultural spray aircraft utilize our airport and take over much of the pad, use the facilities and courtesy cars. The way we subsidize these things is through fuel sales. Some of the aircraft will occasionally buy fuel, but most will bring in their own fuel wagon and not buy fuel from us. Additionally, they bring in semi loads of chemical which exceeds the weight limits of our apron and have cracked the back edge of the concrete. They have spilled fertilizer and had large grass burns as a result. I have tried to work with them to buy their fuel from us and work within our requirement with little success. As we can't force them to purchase our fuel, even though they are using our facility, I can require them to pay a use permit. This is common at many GA airports. I have worked with our airport consultant to develop this process and would like to implement it as soon as possible before this spray season gets started.

Aside from the permit fee, it also spells out how and where the operations can take place and that failure to comply with airport personnel as to their operations will result in them losing their permit to operate there. I want to see the planes continue to operate there, but they need to provide some reasonable payback for use of the facility we put so much into to operate and maintain.

See attached.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING A COMMERCIAL AIRCRAFT OPERATORS PERMIT AND FEE AT OMAR N. BRADLEY REGIONAL AIRPORT.

WHEREAS, the Airport Manager has proposed requiring all commercial operators of aircraft at the Omar N. Bradley Regional Airport (the “airport”) to obtain a Permit for operations at the airport; and

WHEREAS, a Permit Application in the form attached hereto is proposed for use; and

WHEREAS, a Permit fee of \$500.00 per year for each aircraft operating out of the airport is proposed.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves requiring a Permit for commercial operations at the airport in the form attached hereto and further approves a fee of \$500.00 per year per aircraft for commercial operations.

RESOLVED this 20th day of April 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

OMAR N. BRADLEY
REGIONAL AIRPORT
3600 EAST OUTER RD.
MOBERLY, MO. 65270
660-263-4835

PERMIT APPLICATION
FOR CALENDAR YEAR 2020

Name of Business: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone#: _____ E-Mail Address _____

Aircraft Owner's Name: _____

Nature of Business Activity: _____

Type of Aircraft & N#: _____

By signing below, I _____ acknowledge receiving a copy of the Moberly Airport Rules and Regulations and I agree to abide by the Rules and Regulations and to abide by the City of Moberly Ordinances, and other Local, State, and Federal regulations as pertain to my operations on the Omar N. Bradley Regional Airport. I have attached all the required documents and payment as specified in the Permit Rules and Regulations. The above information is true and correct to the best of my knowledge.

Signature of Applicant

OFFICE USE ONLY:

Permit issued on _____

Fee Received: _____

Type of Certificates of Insurance received: _____

**OMAR N. BRADLEY
REGIONAL AIRPORT
PERMIT RULES AND
REGULATIONS**

- I. Every business, corporation, or person operating aircraft from the Omar N. Bradley Regional Airport for hire or for profit, shall first procure a permit from the Airport Manager, which permit shall be issued by the Airport Manager, based upon an application made by such person upon blanks furnished by the Airport Manager.

Said permit shall not be issued until the Airport Manager receives (1) the completed application, (2) proof of General Commercial Liability insurance for \$1,000,000/\$2,000,000 (naming the city as an additional insured and including mobile equipment and “on airport automobile” liability coverage) & proof of Workman's Compensation insurance if applicable, (3) proof of Pollution Liability Insurance, if applicable, (4) a copy of any state license if required for operations (i.e. Certified Commercial Applicator license), (5) the required permit fee or **City License**.

2. An annual flat-fee permit shall be charged at the rate of five hundred dollars (\$500.00) per aircraft per calendar year, for each airplane operating from the Omar N. Bradley Regional Airport, unless the applicqnt has entered into a hanger lease agreement with the city in which case the permit is waived. Permit fees shall be in lieu of a City Business License. All commercial aircraft operations with a city hanger lease will be required to purchase a City Business License.
3. The Permit fee shall be paid in advance by the applicant, and upon failure or refusal to pay any such fee or a refusal or failure to comply with the rules and regulations and orders of the Airport Manager, the use of the airport may be denied to such applicant or permittee.
4. The use of the Omar N. Bradley Regional Airport by ag businesses will be in designated areas established by the Airport Manager. Each Ag operator will receive a designated area, to use for set up and base of operations, when the permit has been issued. Permits will include start and completion dates. All cleanup operations must be completed within 15 days of completion date. If permit holder fails to comply, airport manager may contract for cleanup at permit holder's expense.
5. Commercial and Private Users of the Omar N. Bradley Regional Airport are responsible to ensure that trash of any kind will not be left on the premises. Also, they must ensure that all chemicals, debris and personal items be secured to prevent wind or prop wash from scattering them around the ramp or adjacent areas. Any and all chemical, oil, etc. containers will be removed and disposed of properly. Commercial Ag Aircraft Users agree to be responsible for any cleanup required and agree to not create environmental hazards. Commercial and Private Users must cooperate with other aircraft traffic.
6. Commercial Ag Users may bring in their own fuel. Ag Users bringing in their own fuel must comply with all safety regulations, including availability of fire extinguishers, as enforced by any Local, State, and Federal governing agencies.
7. All insurance certificates, from either Commercial or Private Users, must remain valid for the term listed on the certificate. If a certificate is found to be invalid, the associated permit or lease will be immediately void. All Permit holders agree to protect, indemnify, and hold harmless the Airport, the City of Moberly and its elected officials, officers, agents and employees against all claims for damage to persons or property or for the loss of life occurring in, on or about the Airport and any adjoining sidewalk, curb, gutter, street, or parking area.

8. The Airport Manager will investigate complaints against the Permit holder and may revoke the Permit or a lease for breaches of the conditions of this permit or violations of the Moberly Airport Rules and Regulations.
9. Nothing in these Regulations shall be construed to prevent the use of the Airport by private planes operating without profit.
10. The Moberly Airport Rules and Regulations are subject to change by the Moberly City Council or the Airport Advisory Board, in order to keep said Rules and Regulations current. The Omar N. Bradley Regional Airport will strive to keep users informed of any updates and users should check with the Airport Manager periodically for updates.
11. All Boll Weevil operations must provide at their expense a containment system for all chemical stored on airport property. The containment system must hold all chemical, hoses and pumps for loading chemical. Containment facilities will be designed in such manner to avoid any soil contamination during all storage and loading operations.
12. All spray planes operating from the airport must be free from leaks on any kind. Any Aircraft found to be leaking must be removed immediately until the leak is corrected.
13. If materials are leaked or otherwise deposited on any part of the airport property, it will be the responsibility of the Permittee to clean up said spill. This will include any contaminated soil. If cleanup is not accomplished within 30 days, the airport manager may hire a private entity to clean up the spill with all invoices due and payable immediately from the spill source entity.
14. All airport users are expected to comply with all Federal Aviation Administration regulations at all times. Failure of commercial users to comply may result in permit termination.
15. If the Permittees operations require Pollution Liability Insurance then said insurance shall cover all discharges, spills, release, seepage and clean-up of hazardous materials. Coverage will be at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy will cover bodily injury, property damage and cleanup costs when mandated by law or as a result of third party claims.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #6.
 Department: Public Utilities
 Date: April 20, 2020

Agenda Item: A Resolution Approving A Letter Agreement With Jacobs Engineering Group, Inc., To Prepare Design Plans And Specifications For The Project Emerald Pump Station And Ratifying The City Manager’s Execution Of Said Agreement.

Summary: Jacobs Engineering Group, Inc. presented a proposal to the City of Moberly for Professional Engineering Services to prepare design plans and specifications for the Plumrose Booster Pump Station.

Recommended

Action: Approve this resolution.

Fund Name: Capital Improvements

Account Number: 304.000.5408

Available Budget \$: 1,450,159.05

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION APPROVING A LETTER AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., TO PERPARE DESIGN PLANS AND SPECIFICATIONS FOR THE PROJECT EMERALD PUMP STATION AND RATIFYING THE CITY MANAGER’S EXECUTION OF SAID AGREEMENT.

WHEREAS, Jacobs Engineering Group, Inc., (“Jacobs”) prepared and submitted a proposal and Letter Agreement (“Agreement”), a copy of which is attached hereto, to prepare design plans and specifications for the Project Emerald pump station (“Emerald”); and

WHEREAS, due to the immediacy of the Emerald project the City Manager executed the Agreement with Jacobs on April 10, 2020; and

WHEREAS, there was a necessity for the City Manager approving the Agreement prior to the next City Council Meeting on April 20, 2020.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Agreement with Jacobs and ratifies the City Manager’s execution of said Agreement on April 10, 2020.

RESOLVED this 20th day of April 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

Stifel Tower
501 North Broadway
St. Louis, Missouri 63102
United States
T +1.314.335.4000
F +1.314.335.5104
F +1.314.335.5141
www.jacobs.com

March 27, 2020

Mary West-Calcagno
Director of Utilities
City of Moberly
101 West Reed Street
Moberly, MO 65270

**Subject: Project Emerald Booster Pump Station
Proposal for Engineering Services**

Dear Mary,

Jacobs Engineering Group, Inc. (Jacobs) is pleased to present our proposal to provide the City of Moberly (City) with Professional Engineering Services to prepare design plans and specifications for the Project Emerald Booster Pump Station.

SCOPE

Task 1 – Kick-Off Meeting and Data Collection. Jacobs will meet with City staff for a kickoff meeting to review the project scope and define the project design basis. Meeting will be held remotely.

Task 2 – Design Basis Memorandum. Jacobs will prepare a short summary memorandum that will describe the fire protection requirements provided by Project Emerald, the selected package booster pump station, backup power, and the requirements for connecting to the existing water system. The package booster pump station will be selected by the City's preferred equipment vendor. We will schedule a conference call with the City to review the information presented in the memorandum.

Task 3 – Develop 90% Design Documents. Based on the Design Basis Memorandum review meeting Jacobs will develop 90% Design Documents. The 90% submittal will be essentially a final set of documents that will include the following drawings:

1. Cover Sheet/Index
2. Foundation Plan
3. Base Mounted Pressure Booster Pump Station (details to be provided by equipment vendor)
4. Water Line Plan
5. Details
6. Electrical Plan
7. Electrical Details

March 27, 2020
Proposal for Engineering Services

The 90% documents will also include technical specifications. Front end bidding documents are not included in this scope.

Task 4 – 90% Design Review Meeting. After the 90% design documents have been submitted to the City for review, a conference call will be scheduled with City personnel to discuss the 90% design documents.

Task 5 – Final Plans and Specifications. Based on the comments from the review meeting in Task 4, final plans and specifications will be developed and issued to the City. A construction permit application will be submitted to MDNR.

Task 6 – Construction Oversight. Jacobs will provide part-time Resident Project Representative services during the construction as described below.

- A. The RPR will be on site as requested by the City. It is anticipated that the RPR will be needed while pouring the concrete foundation pad, while setting the package booster pump station on the pad, and during booster pump start up. The fee proposed with this scope includes four visits to the construction site.
- B. While on site, the RPR will observe the progress and quality of the construction work to determine in general if the work is proceeding according to the Plans and Specifications. Jacobs shall not be responsible for the failure of the Contractor to perform the work in accordance with the Plans and Specifications or the daily quality of the Contractor's work. Jacobs will not bear any responsibility or liability for defects or deficiencies in the work or for the failure to so detect. When on site, the RPR shall:
 - 1. Provide on-site administration and surveillance, as outlined herein, of the construction activities on the Project.
 - 2. If the Contractor has not corrected unsatisfactory work after request of the RPR, advise City of work that remains unsatisfactory, faulty or defective or does not conform to the Contract Documents.
 - 3. Receive Contractor's suggestions for modifications in drawings or specifications and report them, with comments, to the City.
 - 4. Keep a diary or log book, in ink, recording hours on the job site, weather conditions, labor and equipment employed on the job, the location and nature of work being performed, the progress of the work, instructions given, accidents, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures.
- C. Except upon written instructions from the City, the RPR shall not:
 - a. Authorize any deviation from the Contract Documents or approve any substitution of materials or equipment.

March 27, 2020
Proposal for Engineering Services

- b. Neither advise nor issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- c. Neither advise nor issue directions as to safety precautions and programs in connection with the work. However, if on site, Jacobs will report immediately to City upon the occurrence of any accident. Record and obtain all possible information concerning circumstances, weather, unsafe conditions, etc. Obtain pictures, if available, for the project records. This information shall be forwarded immediately to City.
- d. Authorize occupancy, acceptance or conditional acceptance.
- e. Participate in specialized field or laboratory tests, except as specifically authorized to do so by the Contract Documents.
- f. Direct a Contractor to do work at a specific time or in a certain way unless it is an emergency that would otherwise endanger life or property.

FEE PROPOSAL

Our proposed fee for the work described herein is a lump sum cost of \$65,500. This fee includes only those services outlined in our proposal. Additional services can be provided if requested by the City. An approximate breakdown of the fee is presented below.

Tasks	Approximate Fee
Kickoff Meeting and Design Basis Memo	\$10,800
90% Plans and Specifications	\$33,300
100% Plans and Specifications	\$11,300
RPR Services	\$10,100

SCHEDULE

If the City agrees with this approach, we would provide a schedule upon notice of acceptance of our proposal.

ASSUMPTIONS / CLARIFICATIONS:

This proposal is based on the following assumptions and clarifications:

- 1. Booster pump station will be added to hydraulic model for analysis.
- 2. No surveying will be performed.
- 3. No alternatives will be evaluated.
- 4. Plans and specifications for the package booster pump station will be provided by others and incorporated into the final plans and specifications.
- 5. Front end bidding documents and bid phase services are not needed for this project. Project will be constructed by others.

March 27, 2020
Proposal for Engineering Services

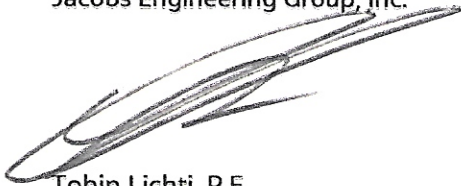
- 6. Jacobs will use the City's Water System Standard Specifications and Construction Details prepared in 2012.
- 7. RPR services for this project are based on four trips to the construction site. Should additional services be needed, additional funds may be required.

This work will be performed as a modification to our existing contract with the City of Moberly, dated January 3, 2001. We will endeavor to be as efficient as we can in performing the work, to minimize costs.

If you agree, please sign both copies of this letter and return one copy to us at your convenience.

Very truly yours,

Jacobs Engineering Group, Inc.



Tobin Lichti, P.E.
Project Manager
314.335.4550
tobin.lichti@jacobs.com

Authorization to Proceed:

City of Moberly

By Brian Crane

Title City Manager

Date 4-10-20

Jacobs Engineering Group, Inc.

By _____

Title _____

Date _____

City of Moberly City Council Agenda Summary

Agenda Number: _____ #7.
 Department: Comm Dev
 Date: April 20, 2020

Agenda Item: A Resolution Accepting The Bid Of Mattox Advertising Company, LLC And Authorizing Contracting For The Purchase And Installation Of Four Entry Signs To The City Of Moberly.

Summary: The City of Moberly advertised for bids for highway (Welcome to Moberly) signs and bids were opened April 8, 2020 at 10:00 am. Only one bid was received from Mattox Advertising Co., LLC. Attached are the ad, bid and picture of the sign.
 Staff recommends approval of this bid.

Recommended

Action: Approve this resolution.

Fund Name: Non-Residential Lodging Tax

Account Number: 102.000.5502

Available Budget \$: 6,500.00

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID OF MATTOX ADVERTISING COMPANY, LLC AND AUTHORIZING CONTRACTING FOR THE PURCHASE AND INSTALLATION OF FOUR ENTRY SIGNS TO THE CITY OF MOBERLY.

WHEREAS, bids were requested by publication in the Moberly Monitor-Index for four (4) Entry Signs to the City of Moberly; and

WHEREAS, bids were opened as advertised on April 8, 2020, and only one bid was received from Mattox Advertising Company, LLC in the amount of \$11,944.00 including installation and;

WHEREAS, the bid is very competitive and reasonable and city staff recommends accepting the bid and contracting with the bidder.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid as recommended by city staff and authorizes the city manager to contract with Mattox Advertising Company, LLC for the purchase and installation of four (4) Entry Signs to the City of Moberly.

RESOLVED this 20th day of April, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

Advertisement for Bids

The City of Moberly is requesting sealed bids for four (4) new entry signs to the City of Moberly. Specifications for the signs may be obtained at the office of the City Clerk's Office here at City Hall, 101 West Reed Street, Moberly, Missouri 65270. Sealed bids marked **"ENTRY SIGNS** must be received by **10:00 a.m., Wednesday, April 8, 2019**. The City of Moberly reserves the right to accept or reject any or all bids. For more information call Tom Sanders at (660)269-7644.

SUBMITTED BY TOM SANDERS
CITY OF MOBERLY
Director of Public Works

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE MONITOR
INDEX: **WEDNESDAY, MARCH 25, 2020**

CITY OF MOBERLY, MISSOURI

BID FORM

Bid Due Date: April 8, 2020

The City of Moberly is requesting a Bid Quotation for:

Four new Entry Signs to the City of Moberly:

Fabrication of (4) signs and frames		\$ <u>4,032</u>
(8) Poles and fabrication to meet breakaway specifications		\$ <u>3,912</u>
Powder coating of (8) poles and (4) framework	PAID FOR BY CITY	\$ <u>—</u>
Boring (8) holes to set poles	FURNISHED BY CITY	\$ <u>—</u>
Materials to set poles	CONCRETE BY CITY	\$ <u>—</u>
Labor to install signs, take measurements for poles, etc.		\$ <u>4,000</u>

TOTAL 4 SIGNS @ \$2,986 EACH TOTAL: \$11,944

Company Name: MATTOX ADVERTISING CO., LLC

Company Address: 110 SOUTH WILLIAMS ST., MOBERLY, MO

Authorized Signature: *Nancy Meese*

Bid submission deadline 10:00 p.m. Wednesday, April 8, 2020, to City Clerk's Office, Moberly City Hall, 101 West Reed Street, Moberly, Missouri 65270.

ENTRY SIGN RFP

The City of Moberly is requesting sealed bids for (4) new entry signs to the City of Moberly. The signs would be 4' x 8' x 1/8" single faced red enamel aluminum composite signs with white high-grade lettering and black outline/shade. The proposed wording would be:

WELCOME TO MOBERLY

Est. 1866

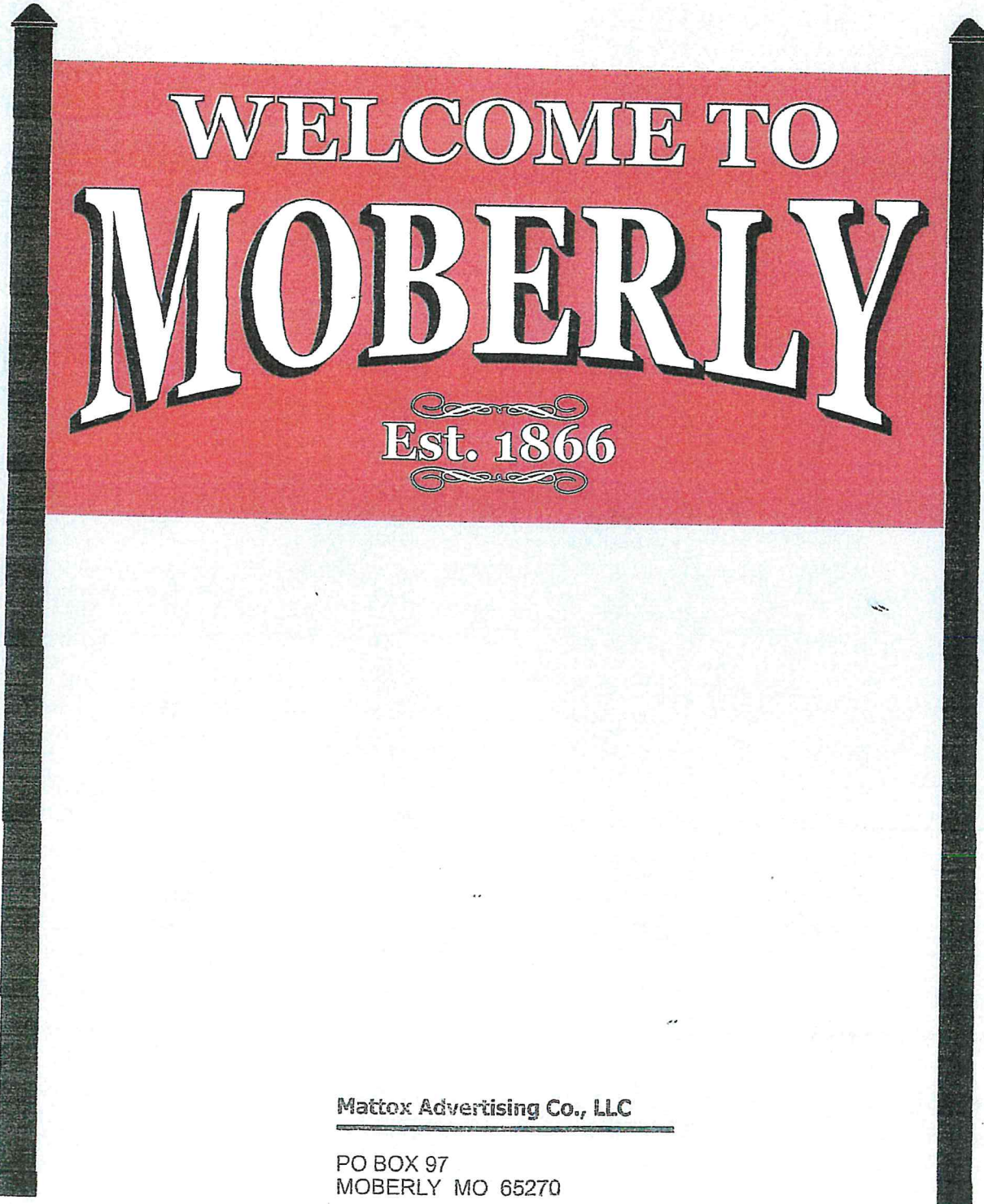
Final wording and format are subject to change.

As these will be installed on MODOT r/w, the approved poles for each of the four signs should be (2) 4"x 4" x 3/16" steel square tube poles, with MODOT approved breakaway points just above ground level. Bottom of the sign has to be a minimum of 5' off the ground. It should be assumed that the poles will be installed on a slight slope so plans should include enough height to Poles should have a matching pole cap.

The poles are to be powder coated gloss black. As we have not found poles that meet these specifications prefab, we have local sources to get them powder coated, just clarify in your bid if that is included.

The four locations will be at the entry points to the City on the East & West side of Moberly on Hwy 24 and the North/South points along Hwy 63. Lump sum bids should include all costs for the equipment, materials and labor to complete proper installation. In the event that your bid would only include specific components of this, make sure you break it out in your proposal.

Fabrication of (4) signs and frames	<u>\$ 4,032.</u>
(8) Poles and fabrication to meet breakaway specifications	<u>3,912.</u>
Powder coating of (8) poles and (4) framework <i>CITY TO PAY FOR POWDER COATING - MATCOX TO TRANSPORT</i>	_____
Boring (8) holes to set poles <i>CITY TO BORE HOLES</i>	_____
Materials to set poles <i>CONCRETE FURNISHED BY CITY</i>	_____
Labor to install signs	<u>4,000.</u>
TOTAL:	\$ 11,944.



WELCOME TO
MOBERLY

Est. 1866

Mattox Advertising Co., LLC

PO BOX 97
MOBERLY MO 65270

Mattox

Advertising Company LLC
 PO BOX 97 110 SOUTH WILLIAMS
 MOBERLY MO 65270
 (660) 263-5282

#7.

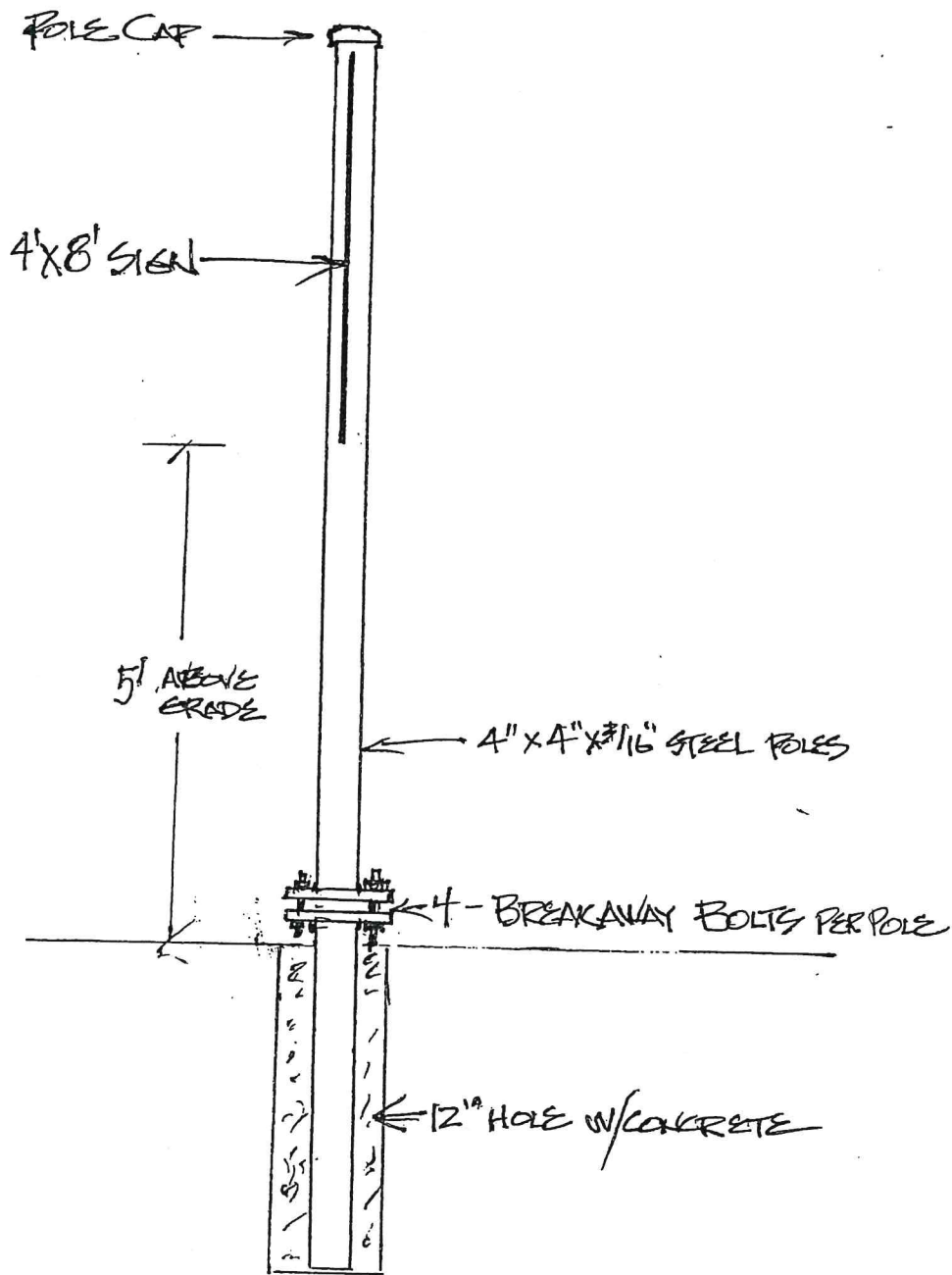
Estimate

DATE	ESTIMATE #
1/27/2020	21981

NAME / ADDRESS
City of Moberly 101 West Reed Moberly MO 65270

DESCRIPTION	QTY	COST	PROJECT
			TOTAL
4' x 8' x 1/8" single faced red baked enameled Alupanel aluminum composite signs with white scotchlite lettering and black outline/shade as per our approved drawing. Sign panels mounted on fabricated 2" x 2" x 3/16" steel framework. Signs installed on 2 - 9' x 4" x 4" x 3/16" steel square tube poles with caps 5' above grade with 8" x 8" x 1/2" steel plates welded to poles. Ground poles are 4' x 4" x 4" with 8" x 8" x 1/2" steel plates welded to poles to be set in concrete base. Sign and 2 poles will be mounted to base poles with 5/8" breakaway bolts, 4 per pole. Bolts are approved by MODOT. Price does not include drilling of holes, concrete or powder coating of steel frames and poles. It does include our installation labor. TERMS: 60% DEPOSIT WITH ORDER (\$7,166.40); BALANCE DUE ON COMPLETION OF INSTALLATION OF SIGNS (\$4,777.60). DELIVERY: OUR PART OF SIGNS WILL BE READY TO INSTALL WITHIN 8 WEEKS OR BEFORE. sales tax exempt	4	2,986.00	11,944.00T
		0.00%	0.00
*** Thank you for your business. Please pay from this invoice. No statement will be mailed.		TOTAL	\$11,944.00

SIGNATURE _____



Mattox Advertising Co., LLC

PO BOX 97
MOBERLY MO 65270

Below is the proposed location with a field of view from the road. Not all are right at or in the City Limits, but a close.

The bid for sign work is just under \$12,000, City crews will bore the post holes, and we will have a few hundred in concrete and working on price for powder coating metal post & frames, but I am doubtful it would exceed \$1,000. I would guess \$13,000 would be a safe all-in figure. Will update when I get powder coat price.

Tom



#7.





#7.



#7.







#7.



City of Moberly City Council Agenda Summary

Agenda Number: _____ #8.
 Department: Public Utilities
 Date: April 20, 2020

Agenda Item: A Resolution Authorizing Execution Of And Filing Of A Financial Assistance Agreement With The Missouri Department Of Natural Resources For Grant Funds To Connect Certain Private Sewer Lagoons To The Moberly Sewer Treatment Facilities.

Summary: This resolution allows the execution of and filing of a financial assistance agreement with The Missouri Department of Natural Resources for grant funds to connect the Fox Hollow Mobile Home Park & Moberly Mobile home park to the City of Moberly for the purpose of treating wastewater from the existing facilities.

This Clean Water State Revolving Fund Regionalization Incentive project is listed on the Fundable List for a grant amount of \$954,208 to connect these mobile home parks to the City of Moberly's Wastewater system to treat the wastewater flow from the mobile home parks. This is a 100% grant with no City match.

Recommended

Action: Approve the Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING EXECUTION OF AND FILING OF A FINANCIAL ASSISTANCE AGREEMENT WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR GRANT FUNDS TO CONNECT CERTAIN PRIVATE SEWER LAGOONS TO THE MOBERLY SEWER TREATMENT FACILITIES.

WHEREAS, on December 16, 2019 this Council adopted Resolution R876 authorizing the City Manager to apply for grant funding of a regional sewer system to connect the City of Huntsville and various private sewer lagoons to the sewer treatment facilities maintained by the City of Moberly; and

WHEREAS, thereafter the City of Huntsville withdrew from consideration of the sewer extension grant application and the State of Missouri proceeded with consideration of the grant application for only the connection of private sewer lagoons to the City’s sewer treatment facilities; and

WHEREAS, the City has been notified that certain grant funds have been made available for the sewer project upon the filing of a Financial Assistance Agreement (with Attachments and Reimbursement forms) with the Missouri Department of Natural Resources to accept funding from the federal government through the State of Missouri.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moberly, Missouri that:

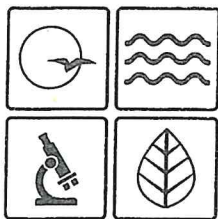
1. Brian Crane and/or his designee is hereby authorized to execute and file the Financial Assistance Agreement on behalf of the City of Moberly, Missouri for grant funds to aid in the construction of a sewer system to connect various private sewer lagoons to the City of Moberly
2. Brian Crane, the City Manager for the City of Moberly, and/or his designee is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the grant application and funding, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by statute or regulation, and to receive payment on behalf of the applicant.

RESOLVED this 20th day of April 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk



Missouri Department of dnr.mo.gov

NATURAL RESOURCES

Michael L. Parson, Governor

Carol S. Comer, Director

April 7, 2020

Brian Crane, City Manager
City of Moberly
101 West Reed Street
Moberly, MO 65270

RE: C295854-01 City of Moberly, Missouri
Clean Water State Revolving Intended Use Plan

Dear Brian Crane:

The Clean Water Commission has placed your project on the Fiscal Year 2020 Clean Water State Revolving Fund Intended Use Plan.

Your Clean Water State Revolving Fund Regionalization Incentive (RIG) project is listed on the Fundable List for a grant amount of \$954,208 to connect Moberly Mobile Home Park and Fox Hollow Mobile Home Park to the City of Moberly's wastewater system to treat the wastewater flow from the mobile home parks. Kurtis Cooper will be contacting you in the near future to set up a virtual meeting with the city, and the city's engineer, to discuss the RIG process moving forward.

The Missouri Department of Natural Resources will be awarding the city \$954,208 based on initial estimates provided so that funds are available for engineering cost and will amend the award later, if needed, based on bids. Please note that the budget period for the grant funds are only valid for 2 years from the date of May 1, 2020. If city has not started construction by April 30, 2022, any remaining grant funds will be lost.

Should you have any questions at any time, please feel free to contact Kurtis Cooper at 573-526-1798 or Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176. Thank you.

Sincerely,

WATER PROTECTION PROGRAM

Joan Doerhoff, Clean Water Coordinator Unit Chief
Financial Assistance Center

JD:kcc

c: Tyler Gunter, Moberly Mobile Home Park
Philip and Dana Orf, Fox Hollow Mobile Home Park

Attachment 2

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Financial Assistance Agreements
General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources (MDNR). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. Administrative Requirements

- A. **Method of Payment.** The recipient will be reimbursed by the MDNR for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the MDNR original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the MDNR payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the MDNR per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR prior to the closing budget date.
1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the MDNR and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The MDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

B. Retention and Custodial Requirements for Records. The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the MDNR or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the MDNR and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

C. Program Income.

1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.
2. Program income shall be deducted from total outlays to determine net allowable costs. With approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied.

For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

D. Match or Cost Share Funding. In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the MDNR through negotiation with the recipient. Signature by both the MDNR and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the MDNR, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The MDNR will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the MDNR. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

E. Financial Management Systems. The financial management systems of the recipient must meet the following standards:

1. Financial Reporting. Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;

2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. Internal Control. Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the “Standards for Internal Control in the Federal Government” and the “Internal Control Integrated Framework”;
4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
5. Allowable Costs. OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
6. Source Documentation. Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the MDNR’s request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor’s Office or any of their designees;
7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the MDNR and spent by the recipient.

F. Reporting of Program Performance. The recipient shall submit to the MDNR a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the MDNR, the federal awarding agency, the Federal Inspector

General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.

G. Budget and Scope of Work Revisions. The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:

1. For non-construction grants, the recipient shall obtain the prior approval of the MDNR, unless waived by the MDNR, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the MDNR's share exceeds the simplified acquisition amount threshold.
2. For construction and non-construction projects, the recipient shall obtain prior written approval from the MDNR for any budget revision which would result in the need for additional funds.
3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the MDNR before making any fund or budget transfer from the non-construction to construction or vice versa.
4. A recipient under non-construction projects must obtain prior written approval from the MDNR whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.
6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.

8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the MDNR in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from MDNR when:
 - a. The terms and conditions of the financial assistance agreement prohibit the extension.
 - b. The extension requires additional funds.
 - c. The extension involves any change in the approved objectives or scope of the project.
 - d. Carry forward unobligated balances to subsequent period of performance.
9. Extending the agreement past the original completion date requires approval of the MDNR.

H. **Equipment Use.** The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the MDNR. The equipment shall not be moved from the State of Missouri without approval from the MDNR. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:

1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.
 - a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by MDNR funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the MDNR or the federal agency. If the MDNR puts the recipient on notice that it believes assistance assets are not

being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the MDNR's prior written approval.

- b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the MDNR, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.
 - c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
 - d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the MDNR.
2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and

coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.

- d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, the recipient shall dispose of the equipment as follows:
- a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the MDNR.
 - b. For items of equipment with a current per unit fair market value of more than \$5,000, the MDNR shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the MDNR's share of the equipment. Disposition instructions must be requested from the MDNR when equipment is no longer needed.
 - c. In cases where a recipient fails to take appropriate disposition actions, the MDNR may direct the recipient how to dispose of the equipment.
 - d. If the MDNR puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without MDNR's written approval.
- I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private

companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

- J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the MDNR. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves the right to file the same. The MDNR grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the MDNR. Payment of royalties by recipient to the MDNR will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the MDNR and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MDNR, the work for government purposes.
- L. **Prior Approval for Publications.** The recipient shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the MDNR.
- M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MDNR.

2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal MDNR approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The MDNR and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR. Other portions of the audit shall be made available at the MDNR's request.
- P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the MDNR must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the MDNR obtains the research data solely in response to a FOIA request, the MDNR may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the MDNR and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- Q. **Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.
- R. **State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the

financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the MDNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.

- S. **Eligibility, Debarment and Suspension** (SubPart C). By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the MDNR all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the MDNR immediately. The MDNR will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.
- T. **Restrictions on Lobbying**. No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- U. **Recycled Paper**. Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the MDNR. The recipient must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
 - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above.
3. For EPA funded financial assistance agreements, the recipient shall utilize EPA form 5700-52A to report to MDNR procurements under the financial assistance agreement.

W. **Disputes.** The recipient and the MDNR should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the MDNR will provide a written decision. Such decision of the MDNR shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the MDNR's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the MDNR shall constitute final action.

X. **Termination**

1. Termination for Cause. The MDNR may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The MDNR shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The MDNR reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
2. Termination for Convenience. Both the MDNR and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. Financial assistance agreements are not transferable to any person or entity.
4. MDNR and the recipient remain responsible for compliance with all closeout requirements.

Y. **Enforcement; Remedies for Noncompliance.** If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the MDNR may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;
2. Disallow all or part of the cost of the activity or action not in compliance;

3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
 4. Withhold further awards from the recipient;
 5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior MDNR approval; or
 6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.
- Z. **Subgrantee's Signature.** The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.
- AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.
- BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).
- CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- DD. **Federal Funding Accountability and Transparency Act (FFATA) Requirements.** If the original assistance agreement amount is less than \$25,000 and an amendment increases the award amount to \$25,000 or greater, the

recipient must submit the following to the MDNR prior to MDNR signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
2. A unique entity identifier of the entity receiving the financial assistance;
3. A unique entity identifier of the parent entity of the recipient; and
4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

EE. Executive Compensation. If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the MDNR updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

FF. Competency. The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

II. Statutory Requirements

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the MDNR. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the MDNR. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the MDNR any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);

2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.

C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.

D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.

E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

Attachment 3

**Terms of Financial Assistance Agreement
Clean Water State Revolving Fund Regionalization Incentive Grant
Project C295854-01
City of Moberly**

I. Administrative Terms

1. The recipient also agrees to include in all solicitation documents the following:

"Sub recipients who request or receive from the recipient a subgrant, contract, or subcontract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above."

2. General Compliance, 40 CFR, Part 33 - The recipient agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33. The recipient must create and maintain a bidders list of all contractors and their subcontractors bidding or quoting EPA assisted projects. The bidders list must be kept until the project period for the loan has ended. The following information must be obtained from all prime and subcontractors:
 - Entities name and point of contact;
 - Entities mailing address, telephone number, and e-mail address;
 - The procurement on which the entity bid or quoted, and when; and
 - Entities status as an MBE/WBE or Non-MBE/WBE.
3. The recipient agrees to an ongoing, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Recipients classified as individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

Details concerning violation of this condition may be found under Title 2 CFR Part 1536 Subpart E.

4. The recipient agrees to ensure that all space for conferences, meetings, conventions or training funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.

5. The recipient agrees to follow the requirements set out in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). RCRA Section 6002 that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in the guidelines contained in 40 CFR 247.
6. The recipient and all subrecipients shall be subject to the Federal False Claims Act (31 U.S.C. §§ 3729-3733) The law applies to any federally funded contract or program and establishes liability for any person who knowingly presents or causes to be presented a false or fraudulent claim to the United States government for payment.

II. Programmatic Terms

1. The recipient understands that the use of the recipient's work force to perform SRF funded construction oversight is not eligible for reimbursement under Missouri's SRF program.
2. The recipient agrees to meet the project schedule provided with the funding application or the most recent amended schedule approved by the MDNR project coordinator unless justifiable delays occur due to unexpected circumstances. Whenever significant schedule changes occur, the recipient will provide the MDNR project coordinator with an amended schedule and an explanation for the changes.
3. The recipient agrees to make prompt payment to its contractor(s) of sums due under this funding agreement and to retain only amounts as may be justified by specific circumstances and provisions of this funding agreement or the construction contract(s).
4. The recipient agrees to properly operate and maintain all facilities partially funded by this funding agreement for the useful life of the facilities.
5. The recipient agrees that a manual or manuals describing the proper operation and maintenance of each system will be prepared prior to works in operation.
6. The recipient agrees to submit the reimbursement form along with supporting documentation for approval and reimbursement no more frequently than monthly. The Department will pay 100 percent of each eligible invoice amount. In addition, the recipient shall be responsible to pay any ineligible invoice amount and 100 percent of costs that exceed the federal award amount listed on the FAA. Work or expenditures performed prior to the federal award will not be eligible for grant reimbursement.

The documentation should be submitted to:

Department of Natural Resources - Financial Assistance Center
Attn: FAC Accounting
P.O. Box 176, 1101 Riverside Drive
Jefferson City, MO 65102-0176

7. Generally Accepted Accounting Principles. In accordance with Sec. 602(b)(9) of the Federal Water Pollution Control Act, the recipient shall maintain project accounts in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets.
8. Architectural and Engineering (A/E) Procurement. The procurement of A/E services shall be in accordance with Sec. 602(b)(14) of the Federal Water Pollution Control Act.
9. American Iron and Steel Products. In accordance with Sec. 608(a) of the Federal Water Pollution Control Act, the recipient assures that it, as well as its contractors and subcontractors, will only use iron and steel products in the Project which are produced in the United States in a manner consistent with United States obligations under international agreements. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The recipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in Sec. 608.(d) of the Federal Water Pollution Control Act.



MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

#8.

RECIPIENT INFORMATION

RECIPIENT NAME City of Moberly		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (660) 269 - 8705	
ADDRESS 101 W. Reed Street		CITY Moberly	STATE MO
ZIP CODE 65270		BUDGET PERIOD 05/01/20-04/30/22	PROJECT PERIOD 05/01/20-04/30/22
UNIQUE IDENTIFIER (DUNS NUMBER) 080020845	PROJECT NUMBER C295854-01		
RECIPIENT PROJECT MANAGER NAME Brian Crane	RECIPIENT PROJECT EMAIL ADDRESS Mwc@cityofmoberly.com	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (660) 269 - 8705	

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)
 The grant to the City of Moberly will be used to fund the costs of designing and constructing a sewer connection to connect the wastewater flow from Moberly Mobile Home Park and Fox Hollow Mobile Home Park to the City of Moberly's wastewater treatment system.

TYPE OF ASSISTANCE New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER	CFDA NAME
STATE PROJECT MANAGER NAME Kurtis Cooper	STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 526 - 1798	INDIRECT COST RATE FOR RECIPIENT %	
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 954,208.00	100.00 %	\$	%	\$954,208.00	100.00 %
State/Other Award:	\$ 0.00	0.00 %	\$	%	\$ 0.00	0.00 %
Recipient Match:	\$ 0.00	0.00 %	\$	%	\$ 0.00	0.00 %
Total Award:	\$954,208.00	100.00 %	\$ 0.00	%	\$954,208.00	100.00 %

AGREEMENT ADMINISTRATION

THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES
CWSRF Regionalization Incentive Grant

RECIPIENT APPLICATION, AS NEGOTIATED, DATED
12/31/2019

BUDGET PLAN Attachment # _____	DETAILED SCOPE OF WORK Attachment # _____	SPECIAL CONDITIONS Attachment # <u>3</u>	GENERAL TERMS AND CONDITIONS Attachment # <u>2</u>	SUSPENSION/DEBARMENT Attachment # _____	PUBLIC LAW Attachment # <u>1</u>
PUBLICATIONS Attachment # _____	EPA MBE/WBE UTILIZATION Attachment # _____	CERTIFICATE REGARDING LOBBYING Attachment # _____	INVOICE Attachment # <u>4</u>	ADDITIONAL ATTACHMENTS Attachment # <u>5</u> Attachment # _____	

AMENDMENT INFORMATION

AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

FEDERAL AWARING AGENCY Environmental Protection Agency	FEDERAL AWARD ID NUMBER CS29001-24	PASS THROUGH ENTITY NAME MoDNR, DEQ, WPP, FAC
FEDERAL FUNDING YEAR 2020	FEDERAL AWARD DATE 09/24/2019	TOTAL AMOUNT OF FEDERAL AWARD \$44047000
		INDIRECT COST RATE FOR MoDNR 27.61%

APPROVAL

DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) Carol S. Comer, Director	SIGNATURE	DATE
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED) Brian Crane, City Manager	SIGNATURE	DATE

Instructions for MoDNR staff completing Financial Assistance Agreement Form

#8.

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (<http://www.sam.gov>).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking “Yes” in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement amount is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.

Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter “1” if it is the first amendment, enter “2” if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by \$500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program*.
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at <http://nr1ntra.ads.state.mo.us/das/rates-current.htm>.

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #9.
 Department: Comm Dev.
 Date: April 20, 2020

Agenda Item: A Resolution Authorizing The Mayor Of Moberly, Missouri To Execute A License Agreement With Orscheln Farm And Home, LLC, For A Glass Recycling Container.

Summary: This is an agreement between the City of Moberly and Orscheln Farm and Home, LLC to allow for the placement of a recycling container on the southwest corner of the store located at 314 East Highway 24 in Moberly. We are asking for approval of this resolution to allow for convenient placement of one of the two glass recycling containers.

Recommended

Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE MAYOR OF MOBERLY, MISSOURI TO EXECUTE A LICENSE AGREEMENT WITH ORSCHELN FARM AND HOME, LLC, FOR A GLASS RECYCLING CONTAINER.

WHEREAS, the City has received grant funds to assist in establishing a glass recycling service and has acquired recycling containers; and

WHEREAS, city staff recommends the placement of a recycling container at the Orscheln Farm and Home store location in Moberly; and

WHEREAS, Orscheln Farm and Home, LLC, has prepared a License Agreement (attached hereto) to place a glass recycling container at the southwest corner of the parking lot located at 314 East Highway 24 in Moberly.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the attached License Agreement and authorizes the Mayor to execute the License Agreement and further authorizes the City Manager to take such further action as may be necessary to effectuate the intent of this Resolution.

RESOLVED this ____ day of _____, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made this ____ day of _____ 2020, by and between Orscheln Farm and Home LLC, a Missouri limited liability company ("Orscheln") and The City of Moberly ("City").

WHEREAS, Orscheln currently occupies and operates an Orscheln Farm and Home store on certain property located at 314 East, US-24, Moberly, Missouri (the "Property").

WHEREAS, City has requested the right to place one glass recycling container owned and operated by the City in conjunction with a recycling company known as Ripple Glass (the "Ripple Glass Container") on a certain portion of the southwest corner of the parking lot of the Property (the "Container Area"), specifically in the area identified on the diagram (the "Property Diagram").

NOW, THEREFORE, in consideration of the covenants, promises, and agreements set forth below, the parties hereby agree as follows:

1. The above recitals are hereby incorporated into this Agreement.
2. Orscheln hereby grants a revocable, limited license (the "License") to City for City to place a Ripple Glass Container in the Container Area, or other area that Orscheln may designate from time to time and in accordance with all approvals, permits and city requirements necessary (the "Container Placement"). City shall only place the Ripple Glass Container in the area designated by Orscheln and the present designated area for the Container Area is in the rectangular area of the Property labeled as "Container Area" on **Exhibit A** attached hereto and incorporated herein by reference and located in the extreme southwest corner of the Property. Upon request from Orscheln in writing or via telephone, email or fax, City shall immediately move the Ripple Glass Container to such different designated space at the Property so requested by Orscheln. The License also includes a limited license to City for City to permit local residents and other City's invitees onto the Property for the sole purpose of using the Ripple Glass Container for its designated purpose of recycling glass.
3. City shall not owe any rent or fee for the Container Placement of the Ripple Glass Container in the Container Area; provided, however, City shall be responsible for all costs and expenses related to the Ripple Glass Container and all of its personal property brought into or upon the Property and for any and all damages or losses suffered by City or Orscheln or any local residents or other users of the Ripple Glass Container or the agents, employees or invitees of either party arising from or related to City's use of the Property hereunder. City shall not permit or allow any liens of any kind to be placed upon or enforced against the Property or any other property owned by Orscheln arising from or related to the Container Placement. City shall clean up and remove any broken glass at or near the Container Area.
4. City agrees to and shall maintain in full force at all times that a Ripple Glass Container is located at the Property, at City's sole expense, all insurance required by law, as well as the following occurrence-based insurance policies:
 - a. an insurance policy or policies of Commercial General Liability insurance including Contractual Liability and Products Liability issued by one or more insurance carriers licensed to do business in the state in which the Property is located in an amount not less than \$2,000,000.00 per

occurrence, covering all aspects of the Container Placement and use and operation of the Ripple Glass Container.

- b. a policy or policies of automobile liability insurance issued by one or more insurance carriers licensed to do business in the state in which the Property is located in an amount not less than \$2,000,000.00 per occurrence, against such risks.
- c. a policy or policies of Worker’s Compensation insurance to cover employees in the appropriate state in which the Property is located.

City shall provide Orscheln with current certificate(s) of insurance including “Orscheln Farm and Home LLC” as additional insured on each of the above referenced policies of insurance satisfactory to Orscheln that covers the Property where the Buses are located (“**Insurance Certificate**”). City agrees to notify Orscheln immediately if any insurance coverage is cancelled or materially changed. City’s insurance coverage is considered primary over any other insurance coverage carried by Orscheln, its affiliates and customers.

City hereby agrees to hold harmless Orscheln, its officers, directors, employees, agents, servants, transferees, fiduciaries, customers, successors and assigns (“**Orscheln’s Indemnitees**”), and their respective heirs, executives, successors and assigns from and against any and all losses, liabilities, obligations, penalties, claims, suits, claims, costs, damages, demands, fines, judgments and expenses (including attorneys’ fees and punitive) paid, suffered or incurred because of any cause of action or claim made by, through or on behalf of the City related to or in connection with the rights granted to City hereunder with the Container Placement, including but not limited to, any negligent act or omission of City or Orscheln or any employee or agent of either such party. The foregoing hold harmless agreement shall survive the expiration or earlier termination of this Agreement.

- 5. The relationship between Orscheln and City with respect to the Property is merely one of licensor and licensee. City’s use of the Property shall in no way operate to confer upon City any status other than that of licensee. City accepts the Property including, without limitation, the Container Area, in its present condition, “AS IS, WHERE IS AND WITH ALL FAULTS.”
- 6. City’s activities within the Property shall be at its sole risk, and Orscheln shall not be responsible for the safety of City or any of City’s agents, employees or invitees or for the condition of the Purple Glass Container or of any items of personal property brought onto the Property.
- 7. This Agreement shall continue on a month-to-month basis unless terminated by either party with 30 days advance notice.
- 8. On the termination thereof, City shall peaceably surrender the Container Area in good order, condition and repair and in substantially the same condition as prior to the Container Placement on the Container Area and by such date, at City’s sole expense, City shall have removed from the Property any Ripple Glass Container, all glass, any personal equipment used, furnished or installed by City and anything else related to the Container Placement (collectively “**City’s Property**”). Any of City’s Property not so removed by the last day of the License may, at Orscheln’s election and without limiting Orscheln’s right to compel

removal thereof, be deemed abandoned. Any damage to the Property which occurs during the removal of City's Property or at any other time during the term of this License shall be repaired by City at City's expense and, if City fails to do so within ten (10) days after the termination of this License, then Orscheln may either send City a statement for the estimated cost of such repair or Orscheln may make such repairs and send City a statement for the cost thereof and, in either case, City shall pay to Orscheln the amount of such statement on demand.

- 9. Except as otherwise provided herein, all notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be effective upon receipt by personal delivery, private overnight courier or certified mail (return receipt requested), if sent to the following addresses and received by the addressees noted:

If to City: The City of Moberly
101 West Reed Street
Moberly, MO 65270

If to Orscheln: President
Orscheln Farm and Home LLC
1800 Overcenter Drive
P.O. Box 698
Moberly, MO 65270

With a copy to: Office of General Counsel
2000 U.S. Highway 63 South
P.O. Box 280
Moberly, MO 65270

Alternatively, or if either party makes receipt of notice impossible or impractical, all notices, requests, demands and other communications shall also be effective upon being deposited in the United States mail, certified, return receipt requested, and sent to the address for such party as set forth above. The parties hereto shall have the right, at any time and from time to time, to change their respective addresses for notices by giving the other party hereto written notice thereof.

- 10. This Agreement may be executed in multiple counterparts each of which shall be deemed to be an original for all purposes and all of which constitute but a single agreement. The parties acknowledge and agree that fax or PDF signatures on this Agreement shall be given the same effect as original signatures. This Agreement has been freely negotiated by both parties. This Agreement sets forth the entire agreement of the parties and no promise, representation or agreement has been made or relied upon except as is specified in writing in this Agreement. Any change to this Agreement shall be made only in writing executed by both parties. In any controversy, dispute, or contrast over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof. Each undersigned signatory for each respective party does hereby represent and warrant that such respective signatory has the power and authority to sign this Agreement on behalf of such

respective party, that such respective party shall be deemed to have executed this Agreement upon such signature, and that such signature will bind such respective party and its successors and assigns to this Agreement. Time is of the essence of this Agreement and each and all of its provisions. The rights and duties of the parties hereunder shall be governed by and interpreted under the laws of the State of Missouri (without regard to choice of law considerations). Notwithstanding anything to the contrary contained in this Agreement, no dedication to the public is intended by any rights granted under this Agreement. The provisions of this paragraph and paragraphs 2, 3, 4, 6, 8 and 10 shall survive the termination and expiration of this Agreement.

- 11. Within ninety (90) days after the date of this Agreement, the City shall ratify and confirm this Agreement pursuant to a duly authorized City Ordinance. The Ripple Glass Container shall not be placed at the Property before the signing of such City Ordinance.

IN WITNESS WHEREOF, the parties hereby execute this Agreement effective as of the date first mentioned above.

Orscheln:

City:

Orscheln Farm and Home LLC

The City of Moberly

By: _____
Name: _____
Title: _____

By: _____
Jerry Jeffrey
Mayor

ATTEST:

D.K. Galloway CMC/MRCC, City Clerk

Exhibit A
(to License Agreement)

Container Area



City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: April 20, 2020

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

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

RESOLUTION NO. _____

#10.

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$463,762.34.

WHEREAS, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 20, 2020 in the amount of \$54,566.65.

SECTION 2: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 20, 2020 in the amount of \$4,010.85.

SECTION 3: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 20, 2020 in the amount of \$69,214.26.

SECTION 4: There is hereby appropriated out of the **Heritage Hills Gold Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 20, 2020 in the amount of \$8,117.80.

SECTION 5: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 20, 2020 in the amount of \$14,720.45.

SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 20, 2020 in the amount of \$6,954.99.

SECTION 7: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 20, 2020 in the amount of \$2,586.81.

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 April 20, 2020 in the amount of \$57,350.45.

SECTION 9: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 20, 2020 in the amount of \$4,129.03.

SECTION 10: There is hereby appropriated out of the **ESP Projects Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 20, 2020 in the amount of \$3,076.00.

SECTION 11: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 20, 2020 in the amount of \$1,302.68.

SECTION 12: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 20, 2020 in the amount of \$227,987.65.

SECTION 13: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 20, 2020 in the amount of \$7,298.72.

SECTION 14: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due April 20, 2020 in the amount of \$2,446.00.

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


RESOLVED this 20th day of April 2020 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

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



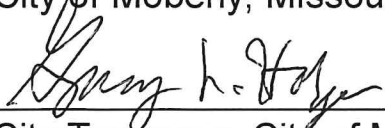
City Treasurer, City of Moberly, Missouri

**EXPENSES PAID APRIL 2, 2020 - APRIL 16, 2020 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
APRIL 20, 2020 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	54,566.65
Payroll Fund	\$	4,010.85
Solid Waste Fund	\$	69,214.26
Heritage Hills Golf Course Fund	\$	8,117.80
Parks and Recreation Fund	\$	14,720.45
Airport Fund	\$	6,954.99
Utilities Collection Fund	\$	2,586.81
Utilities OP & Maintenance Fund	\$	57,350.45
Capital Improvement Trust Fund	\$	4,129.03
ESP Projects Debt Service Fund	\$	3,076.00
Emergency Telephone Fund	\$	1,302.68
Transportation Trust Fund	\$	227,987.65
Street Improvement Fund	\$	7,298.72
Downtown CID Sales Tax Fund	\$	2,446.00

Total **\$ 463,762.34**

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



City Treasurer, City of Moberly, Missouri

4/16/2020

Date

ACCOUNTS PAYABLE CHECK REGISTER

#10.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
24 DISBURSEMENTS								
83026	4/07/2020	6009	DOGMASTER DISTILLERY	200.00				
83027	4/07/2020	642	TOWN & COUNTRY ABSTRACT CO	500.00				
83028	4/08/2020	3	AFLAC GROUP INSURANCE	2,542.97				
83029	4/08/2020	2646	VALIC	992.00				
83030	4/08/2020	3	AFLAC GROUP INSURANCE	35.88				
83031	4/10/2020	2956	GREEN HILLS VET CLINIC LLC	100.00				
83032	4/10/2020	2889	MISSOURI DEPART OF CORRECT	637.50				
83033	4/10/2020	5239	MISSOURI DEPART OF REV 3375	2,586.81				
* 83034	Thru 83043							
83044	4/16/2020	2903	ABAN PEST CONTROL INC	215.00				
83045	4/16/2020	3055	ADVANCED DISPOSAL - MACON	68,777.55				
83046	4/16/2020	5062	ALM ENVIRONMENTAL SERVICES CON	7,694.40				
83047	4/16/2020	6	AMEREN MISSOURI	1.23				
83048	4/16/2020	3112	ARAMARK UNIFORM SERVICES	639.10				
83049	4/16/2020	13	ARROW ENERGY INC	6,400.28				
83050	4/16/2020	17	AT&T 5001	1,219.24				
83051	4/16/2020	15	AUSTIN COFFEE SERVICE	385.92				
83052	4/16/2020	3625	BARR ENGINEERING COMPANY	2,804.86				
83053	4/16/2020	4729	BARTLETT & WEST	6,408.00				
83054	4/16/2020	34	BOB'S TIRE, LLC	30.00				
83055	4/16/2020	35	BOGIE PUMP INC	282.48				
83056	4/16/2020	2885	BOTKINS TRUCKING LLC	2,878.75				
83057	4/16/2020	2605	BRATCHER'S MARKET	12.85				
83058	4/16/2020	2975	BRENNTAG MID SOUTH INC	16,425.56				
83059	4/16/2020	191	BROWNFIELD OIL CO INC	148.00				
83060	4/16/2020	424	BUTLER SUPPLY INC	75.18				
83061	4/16/2020	330	CARPENTER STREET BAPTIST CHURC	52.50				
83062	4/16/2020	598	CHARITON VALLEY COMMUNICATIONS	168.98				
83063	4/16/2020	1301	CINTAS CORPORATION	100.91				
83064	4/16/2020	3137	CINTAS CORPORATION #379	494.58				
83065	4/16/2020	3063	CONLEY FOREST DO	245.00				
83066	4/16/2020	5465	COOLEY ALLISON	45.00				
83067	4/16/2020	2645	CORE & MAIN LP	5,220.00				
83068	4/16/2020	4551	CRAFCO INC	5,130.00				
83069	4/16/2020	5642	CROSS SHERRY	100.00				
83070	4/16/2020	2913	CULLIGAN WATER CONDITIONING	32.41				
83071	4/16/2020	2908	CUNNINGHAM VOGEL & ROST PC	3,306.29				
83072	4/16/2020	118	D & L TRENCHING INC	475.00				
83073	4/16/2020	5797	DA-COM	200.00				
83074	4/16/2020	3571	DMZ ENTERPRISE INC	824.80				
83075	4/16/2020	6009	DOGMASTER DISTILLERY	400.00				
83076	4/16/2020	2806	DPC ENTERPRISES LP	1,638.00				
83077	4/16/2020	6013	DUCICH VALYNDA	104.00				
83078	4/16/2020	2939	EMERGENCY MEDICAL PRODUCTS INC	212.93				
83079	4/16/2020	3139	EVOQUA WATER TECHNOLOGIES LLC	7,809.75				
83080	4/16/2020	2818	FARM POWER LAWN & LEISURE INC	54.78				
83081	4/16/2020	3103	FASTENAL COMPANY	.00				VOID:
83082	4/16/2020	3103	FASTENAL COMPANY	1,229.09				
83083	4/16/2020	699	FEDERAL EXPRESS	279.14				
83084	4/16/2020	1308	FEHLING SMALL ENGINE LLC	925.36				
83085	4/16/2020	3000	FIRE SAFETY INC	671.00				

ACCOUNTS PAYABLE CHECK REGISTER

#10.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
83086	4/16/2020	143	FIRST BAPTIST CHURCH	125.00				
83087	4/16/2020	5754	FIRST STATE COMMUNITY BANK	3,076.00				
83088	4/16/2020	2517	FOSTER ANN	250.00				
83089	4/16/2020	2839	FUSION TECHNOLOGY LLC	1,007.65				
83090	4/16/2020	704	GALLS LLC	365.03				
83091	4/16/2020	707	GENTNER HYDRAULICS & FAB	179.18				
83092	4/16/2020	3011	GLENN'S GARAGE DOORS	2,046.50				
83093	4/16/2020	2956	GREEN HILLS VET CLINIC LLC	981.05				
83094	4/16/2020	1646	GROSS CONNIE	315.00				
83095	4/16/2020	1338	HAWKINS INC	1,334.35				
83096	4/16/2020	5721	HOWE COMPANY LLC	1,530.30				
83097	4/16/2020	6014	HULETT HEATING & AC	850.08				
83098	4/16/2020	763	SUMNER ONE	477.15				
83099	4/16/2020	5591	INOVATIA LABORATORIES LLC	1,411.75				
83100	4/16/2020	4380	INTOXIMETERS INC	205.25				
83101	4/16/2020	354	IPMA HR	260.00				
83102	4/16/2020	6011	JEFF DAVIS SALES &SERVICE	200.50				
83103	4/16/2020	4347	JOHN DEERE FINANCIAL	.00				VOID:
83104	4/16/2020	4347	JOHN DEERE FINANCIAL	.00				VOID:
83105	4/16/2020	4347	JOHN DEERE FINANCIAL	1,554.01				
83106	4/16/2020	910	JT HOLMAN CONSTRUCTION LLC	80,251.20				
83107	4/16/2020	5965	KIM HOSKINS ENVIRONMENTAL	3,750.00				
83108	4/16/2020	2919	L & J DEVELOPMENT INC	1,718.75				
83109	4/16/2020	2964	LEES LAWN CARE & EQUIPMENT LLC	628.22				
83110	4/16/2020	6015	LEMASTERS DAVID	26.00				
83111	4/16/2020	1381	LEON UNIFORM COMPANY	62.00				
83112	4/16/2020	3015	LOWE'S HOME CENTERS, LLC	.00				VOID:
83113	4/16/2020	3015	LOWE'S HOME CENTERS, LLC	1,327.53				
83114	4/16/2020	5730	MASTER METER INC	769.16				
83115	4/16/2020	2717	MATHESON TRI GAS INC	281.86				
83116	4/16/2020	5611	MCCLURE ENGINEERING COMPANY	2,595.00				
83117	4/16/2020	1688	MFA OIL COMPANY	11,438.72				
83118	4/16/2020	1136	MFA PROPANE	1,015.80				
83119	4/16/2020	260	MIDLAND GIS SOLUTIONS	125.00				
83120	4/16/2020	1726	MIDWEST ENVIR CONSULTANTS INC	7,979.29				
83121	4/16/2020	834	MISSOURI STATE HIGHWAY PATROL	240.00				
83122	4/16/2020	1839	MO STATE AGENCY SURPLUS	1,027.00				
83123	4/16/2020	1921	MOBERLY LUMBER INC	1,289.34				
83124	4/16/2020	2907	MOBERLY READY MIX	2,134.39				
83125	4/16/2020	4906	MUTTER FARMS LLC	584.58				
83126	4/16/2020	1604	NAPA AUTO PARTS OF MOBERLY	.00				VOID:
83127	4/16/2020	1604	NAPA AUTO PARTS OF MOBERLY	.00				VOID:
83128	4/16/2020	1604	NAPA AUTO PARTS OF MOBERLY	840.74				
83129	4/16/2020	2152	NEMO ELECTRIC CO INC	1,425.05				
83130	4/16/2020	5931	NOVIQU INC	1,800.00				
83131	4/16/2020	2299	O'REILLY AUTOMOTIVE STORES INC	.00				VOID:
83132	4/16/2020	2299	O'REILLY AUTOMOTIVE STORES INC	457.50				
83133	4/16/2020	2166	PERSONNEL EVALUATION INC	40.00				
83134	4/16/2020	2556	PETTY CASH	100.48				
83135	4/16/2020	5829	Q SECURITY SOLUTIONS	198.00				
83136	4/16/2020	4924	R P LUMBER COMPANY INC	2,595.80				
83137	4/16/2020	415	RANDOLPH AREA YMCA	1,290.00				
83138	4/16/2020	478	RANDOLPH COUNTY FOUNDATION CO	1,556.80				

ACCOUNTS PAYABLE CHECK REGISTER

#10.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
83139	4/16/2020	2757	RDJ SPECIALTIES INC	391.40				
83140	4/16/2020	5646	REDEEMER CHURCH	988.75				
83141	4/16/2020	2052	SAFETY FIRE PRODUCTS LLC	81.50				
83142	4/16/2020	5274	SELECTURF INC	291.00				
83143	4/16/2020	2610	BRENDLINGER ENTERPRISES INC	644.85				
83144	4/16/2020	5639	SOCKET	.00				VOID:
83145	4/16/2020	5639	SOCKET	2,522.17				
83146	4/16/2020	1849	SPRINT	.00				VOID:
83147	4/16/2020	1849	SPRINT	1,552.92				
83148	4/16/2020	5700	STAPLES	1,310.28				
83149	4/16/2020	488	SUPERIOR ADVENTURE CENTER	251.42				
83150	4/16/2020	4999	SWARTZ MADELINE	75.00				
83151	4/16/2020	4223	TOOLS PLUS INDUSTRIES LLC	167.75				
83152	4/16/2020	642	TOWN & COUNTRY ABSTRACT CO	100.00				
83153	4/16/2020	3784	TRAVELING SANDBLASTER	1,995.00				
83154	4/16/2020	4564	TURFMARK SERVICES LLC	2,200.00				
83155	4/16/2020	1562	UNITED FIRST AID & SAFETY, LLC	135.98				
83156	4/16/2020	5800	VERIZON CONNECT NWF INC	21.95				
83157	4/16/2020	2656	WESTLAKE HARDWARE	.00				VOID:
83158	4/16/2020	2656	WESTLAKE HARDWARE	.00				VOID:
83159	4/16/2020	2656	WESTLAKE HARDWARE	1,001.38				
83160	4/16/2020	2658	WILLIS BROS INC	152,951.70				
83161	4/16/2020	2772	WIRELESS USA	1,161.20				
83162	4/16/2020	5294	ZURCHER TIRE INC	488.00				

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

BANK TOTALS:	
OUTSTANDING	463,762.34
CLEARED	.00

BANK 24 TOTAL	463,762.34
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED	
100	GENERAL FUND	54,566.65	54,566.65	.00	.00
105	PAYROLL FUND	4,010.85	4,010.85	.00	.00
110	SOLID WASTE FUND	69,214.26	69,214.26	.00	.00
114	HERITAGE HILLS GOLF CRSE	8,117.80	8,117.80	.00	.00
115	PARKS & RECREATION FUND	14,720.45	14,720.45	.00	.00
120	AIRPORT FUND	6,954.99	6,954.99	.00	.00
300	UTILITIES COLLECTION FUND	2,586.81	2,586.81	.00	.00
301	UTILITIES OP & MAINT	57,350.45	57,350.45	.00	.00
304	CAPITAL IMPROVEMENT TRUST	4,129.03	4,129.03	.00	.00
381	ESP PROJECTS DEBT SERVICE	3,076.00	3,076.00	.00	.00
400	EMERGENCY TELEPHONE FUND	1,302.68	1,302.68	.00	.00
600	TRANSPORTATION TRUST FUND	227,987.65	227,987.65	.00	.00
601	STREET IMPROVEMENT FUND	7,298.72	7,298.72	.00	.00
911	DOWNTOWN CID SALES TAX	2,446.00	2,446.00	.00	.00

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

#10.

BANK# BANK NAME
CHECK# DESCRIPTION

24 DISBURSEMENTS

83026 Thru	83033	Accounts Payable Checks
83034 Thru	83043	Utility Billing Checks
83044 Thru	83162	Accounts Payable Checks

166

City of Moberly City Council Agenda Summary

Agenda Number: _____ #11.
 Department: City Manager
 Date: April 20, 2020

Agenda Item: Department Head Monthly Reports

Summary: Attached is Community Development Monthly Report/Public Works Monthly, Finance Department Monthly Report, Parks and Rec. Monthly Report, Police Department Monthly Report, Fire Department Monthly Report, Public Utility Monthly Report, Moberly Area Economic Development, Moberly Chamber of Commerce.

These are for you to review on the activity that each Department has accomplished for the Month March.

Recommended

Action: Just for your review

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

COMMUNITY DEVELOPMENT/PUBLIC WORKS
MONTHLY REPORT
March 2020

#11.

A. PROJECTS

Community Development

CCCB Housing RFP – As you know, we have the final version of the RFP ready to go out to area developers for development proposals for the North acreage of CCCB. Dr. Fincher was preparing a cover letter and we will have that by close of business 4/14. Carla will be sending that out along with the RFP layout in hopes of some good proposals for residential development. Responses will be due back May 22nd

Medical Cannabis – on hold until Covid restrictions are lifted

Warming Shelters & Homeless Shelters – on hold until Covid restrictions are lifted

Residential Dwelling in B-2 (downtown) – on hold until Covid restrictions are lifted

Permit Fee's – on hold until Covid restrictions are lifted.

Mixed Glass Recycling Grant – This is moving along. Agreement with Orscheln's drafted to locate one glass recycling trailer there. Making arrangements for preparation of South site on front of fire training property (Formerly Galloway Lumber). Bunker was constructed but precast blocks were not square, we are having contractor remove them and return and pour cast in place walls for bunker. The former ICAN trailer is taken apart and preparing to get painted and lettered. The new trailer is under construction and the truck to pull this around is ordered through State Bid. I am hopeful we can have at least one of the trailers marked and in place by early June.

Demolition Grant – the environmental assessment work is essentially completed. Town & Country is completing the O&E reports on the properties to confirm any debt against the properties, and Code Office is completing the demolition reports that are required for all the properties. On the properties that have debt existing against them, staff is working with them to try and get the debt paid or waived.

Entry Signs – We have put these out to bid and only received one bid from Mattox Advertising. We have diagrams for the signs and intend to put these on the upcoming council agenda for acceptance and approval. We will be working with sign contractor, if approved to select final locations and get materials ordered.

Public Works

Staffing – This continues to be an issue for us. We have lost the inmate workers for an unknown extent of time. We are trying to hire additional seasonal help but need to keep them working at the Cemetery to try and have it prepared for Memorial Day weekend. It is difficult to keep up with ditching, cleaning inlets, repairing/patching streets & curbs, street sweeping and mowing of City lots. We hope to have more seasonal help selected soon.

Route M Phase II – (Bridge & abutment design) – The bridge has been constructed and is scheduled for delivery and install early next week, likely 4/21 or 22nd, depending on the availability of Ameren to watch the power lines when the 168 is working. With this, we should have the

sidewalk/trail open late next week. There are still some handrails, painting, and some punch list items, but work will be substantially complete later this week.

#11.

Budget Prep – We will continue to look at the required issues and identify items that could be cut or delayed for the upcoming budget. Hopefully some of the various funds that we are seeing come available to offset the impacts of the Covid-19 can keep many of our items on track or actually speed them up.

Grant Application – We received a notice that there was funding available on an extremely quick turnaround for difficult recycling projects such as C&D waste, Concrete, asphalt, shingles, and food waste. We didn't have anything setting on the table that exactly seemed to fit the tab, but we were planning on putting in new crosswalks in the downtown, and one of the ideas was to excavate the existing brick and construct a sidewalk trough to set the brick in to have a new brick walk way. This would be recycling the existing bricks and completing a project currently on the planning stages. We additionally put in the one block of 4th street between Reed & Rollins to reclaim the bricks under the street and have a new street through there. Its likely a long shot, but it was the only thing that seemed to maybe fit that we had in the works on short notice. We were notified late afternoon of 4/13 and had to be submitted by 5 on 4/14. We worked with MTCOG and got an application in.

Harrison & Garfield – The project is moving along very good. Willis Brothers started on the South end of Harrison at McKinsey and are nearly to Logan with the water line installation. We only had enough CDBG funding to replace curb and gutter on the two streets between McKinsey & Carpenter. I had a phone call with MTCOG to see if there was a potential for additional federal funds coming to CDBG that might allow us to extend our work and replace/install curb and gutter on the northern most block of the two streets. They were in better shape that the other blocks but are still in need of attention. I hope to hear back by 4/17.

Morley & Hwy 24 – S&A Construction will have the notice to proceed on this work late this week. This is a big project that will take some time and be difficult to work around the businesses that continue to operate. We will have to be careful to time the water connections at low impact times, especially to the restaurants and split the entrance replacement so they have continual access throughout the project. This has all been planned out and property owners notified that we will be coordinating with them.

Fisk Avenue – Holman excavation has the Park road at Fisk closed this week installing trial and approach. They have been slow to get started but are making good progress at this point. If good weather continues, I would expect the infrastructure to be completed in 30 to 45 days

PR/Communications/Grant Specialist – Emily Goyea-Furlong – March Monthly Report

- Update City of Moberly social media accounts and city website
- Created press releases and dispersed them to media outlets
- Continued discussion regarding mural/banner project
- Attended bi-weekly City Council meetings.
- Attended BCBH Coalition Meeting at Randolph Co. Health Dept. and participating in coalition
- Administering glass recycling grant.
- Correspondence with Omar Bradley EAA Chapter and chapter duties
- Began planning and executing the promotion of water/sewer bond issue
- Photographed PD and FD while reading at Gratz Brown
- Photographed updates at PD.
- Attended Marketing and Social Media Forum
- Attended Chamber After Hours

- Continued discussion and planning Tons of Trucks
- Worked collaboratively to complete Economic Development grant for downtown infrastructure upgrades.
- Continued monitoring progress of historical walking tour app.
- Began promotion of Moberly Mess Busters
- NIMS trainings
- Discussion and planning of installation of Edison lights in downtown district.
- Discussion, planning and execution of plans for COVID-19 response.

Cemetery Department

There were zero (0) grave lots sold; three (3) graves opened; and three (3) monument permit sold during the month of March.

B. Planning & Zoning Commission

The Planning and Zoning Commission for the City of Moberly had no meeting for the month of March.

C. Code Enforcement

Occupancy Inspection – We continue to have some landlords bypass this by keeping the water in their name rather than the tenants. We have identified some, but it's difficult to prove without having the occupants name on file and comparing that with the inspections. As the occupant's name being on file is a requirement under utilities, we have not had good success in getting this in our system as there wasn't much in the way of penalties for non-compliance. We are looking at bypassing the courts all together for this issue and having water shut off for lack of compliance. In addition, if we suspect a property of being rented after the last inspection and there was not previously an occupant listed, we should be able to obtain a copy of the lease. If they refuse to comply with this, the water may be shut off as well.

Our first and foremost goal is making sure the housing stock of Moberly is in good, safe condition. We are not looking for fines, shutting water off, etc., but we must have some ability to enforce our regulations or nothing happens. I have people that want to comply complaining as they see others bypassing our regulations with no penalty and saving the cost of inspection plus any costs to make the required improvements to their properties. To try and take them to court is a waste of time, but we need methods to prove who is in these and how long they have been there and be able to do something about it when we do find problems. I have put our ideas down for Randall to try and work into a useable format and hope to have something to review soon.

Month of March: Rick

- Completed 19 building inspections.
- Issued 10 building permits to contractors
- Attended meeting on new software system.
- Condemned 705 Garfield for property violations.
- Letter sent out on 307 Terrill Rd to backfill demo church.
- Letter sent out on Zoning violation at 724 Gratz Brown.
- Letter on egress windows at 705 Harrison.
- Nuisance violations on 623 E Logan, 619 Franklin Ave, 601 Franklin Ave and 910 Owens.
- Working on NIMS training.
- Sent out yard violations for nuisance clean up
- Abatement notice to 318 Burkhart.

- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and zoning matters.

Month of March: Karen

- 59 inspections and re-inspections.
- This month the state, county and the City of Moberly issued a stay at home order due to the Coronavirus. Code enforcement was suspended after March 24th and were asked to work limited time in the office. I did not return to work until April 7th.
- City Hall is closed to the public and remains so. The ban will be re-evaluated on April 24th by the health dept.
- The month started off with good numbers however as the virus progressed the inspections declined.
- Advanced Disposal stopped the bulk item pickup for now and it continues to accumulate on the curb as the public has not stopped placing it out.
- Plan Review and safety meeting have been canceled.

Month of March: Aaron

- During the month of March, time was spent answering questions to contractors, answering questions about current city codes, and brushing up on inspection knowledge and researching masonry construction. Attended a court hearing on commercial property with order from Judge for the property owner to comply. Performed a roofing inspection on Moberly Inn, failed was incomplete. Immediate progress on failed items did not begin for couple weeks. Progress is still slow going, if not slower now than it would have been. Began CDBG Demo reports and following up on the downtown property maintenance. I covered residential occupancy inspections over a couple days while that inspector was off. Several reminders of outstanding code issues were sent out and several new issues that have been identified were also addressed. I also complete the NIMS training and the LPA training at the end of the month.
- Commercial and Residential inspections along with planning and zoning activity. (plan reviews: 1 zoning reviews:2 permits issued: 32 Commercial Inspections: 6 Residential Inspections: 18 Historic Preservation Inquiries: 1 Business License Reviews: 3)
- Two – three complaints were received and processed and corrected during the month for code enforcement activity. Also I identified 6-8 issues from code enforcement activity that were started. Several of them (5) were complied with no further communication. The other 1-3 are pending as the Corvid 19 virus set in and emergency stay home orders were initiated putting a hinderance in cleaning them up. They are being followed up and put on a list to comply when the manpower and time is available. Several commercial locations were communicated with and making progress on corrections to code violations. Others were notified and no response received which will be taken a step further in the coming months.


City of Moberly - Street Department					
Man-Hours Allocated by Task, Materials Used & Purchased - Month & Year					
MAINTENANCE FACILITY					
	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	10	0	28	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	5	0	0	0	\$0.00
Winter Weather Equipment Preparations	0	0	0	0	\$0.00
ROADS & ALLEYWAYS					
	171				
	Hours	O/T	Loads	Tons	Cost

Alleys, Grade & Rock	66	0	0	2	\$0.00
Catch Basin Maintenance	120	0	6	0	#11.
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	60	0	1	0	\$0.00
Culvert Installation	64	0	5	0	\$0.00
Curb Repair	24	0	0	0	\$0.00
Ditch Maintenance	8	0	0	0	\$0.00
Ice & Snow Removal	0	0	0	0	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	8	0	0	0	\$0.00
Rock Loaded/Hauled	6	0	5	0	\$0.00
Street Repair & Maintenance	76	0	9	0	\$0.00
Street Sign Maintenance	14	0	0	0	\$0.00
Street Sweeper Operation	0	0	0	0	\$0.00
Street Sweepings Hauled To Disposal	55	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	0	0	0	0	\$0.00
Weedeating & Brush Removal, Streets	12	0	3	0	\$0.00
Weedkiller Application, Alleys	0	0	0	0	\$0.00
Weedkiller Application, Streets	0	0	0	0	\$0.00
MISCELLANEOUS					
	Hours	O/T	Loads	Tons	Cost
Inmate Labor	490	0	0	0	\$0.00
Mowing, City Lots	0	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	12	0	0	0	\$0.00
Sidewalk Maintenance	0	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	16	0	68	0	\$0.00
Trash Removal & Clean-Up, All Wards	0	0	0	0	\$0.00
FACILITIES & EQUIPMENT MAINTENANCE					
	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	0	0	0	0	\$0.00
Building Maintenance	56	0	0	0	\$0.00
Cemetery Maintenance	132	0	0	0	\$0.00
Grounds Maintenance	91	0	0	0	\$0.00
Landfill Maintenance	0	0	0	0	\$0.00
Maintenance Facility Maintenance	8	0	0	0	\$0.00
Wash Trucks & Equipment	8	0	0	0	\$0.00
MATERIALS PURCHASED					
	Loads	Tons	Cubic Yards	Gallons	Cost
Asphalt	0	0	0	0	\$0.00
Road Marking Paint, White	0	0	0	0	\$0.00
Road Marking Paint, Yellow	0	0	0	0	\$0.00
Salt	0	0	0	0	\$0.00
Sand	0	0	0	0	\$0.00
MECHANIC WORK PERFORMED					

	Units	Hours
Routine Service	10	25
Maintenance And Repair	73	93

#11.

To: Moberly City Council; Brian Crane, City Manager

From: Greg Hodge, Director of Finance 

Subject: Monthly Report – March 2020

General Information

The Caselle software folks were onsite March 11 to demonstrate the software to us. It was a very long day, especially for the demonstrator who had to talk all day long, but she did an excellent job. Matt and I were impressed with what we saw related to the Finance side of the software. The next step will be review of their proposal, which we should have in-hand by the second week of April.

Work on the 2020-2021 budget continued sporadically throughout the month. The main focus this month was business license renewals. This was the first time for me to handle this project and it required quite a bit of assistance from the gWorks support staff, but we got it accomplished and all invoices in the mail by the end of the month. I certainly know a lot more about this aspect of the software now and it is not very user friendly. The business licensing function in Caselle looks much more streamlined and user friendly, so I am looking forward to getting the software migration accomplished.

Sales Tax Revenues

Charts for each sales and use tax fund are included for your review. Below are the comparisons of current YTD to prior YTD.

General Fund	-0.20%	Parks	+0.23%	Capital Improvement	+0.23%
Transportation	+0.23%	Use Tax	-0.55%	Downtown CID	+16.44%

Employee Health Insurance

Health claims were still above normal in March, at \$72,555. Pharmaceuticals were \$26,573, which is about normal. As expected, claims continue to drop and I anticipate this trend to continue.

Health Insurance Budget Line Items (. **.5103)**

<u>Month</u>	<u>Contribution</u>	<u>YTD Total</u>	<u>Budget</u>	<u>Remaining</u>
March 2020	\$108,154.64	\$1,031,903.00	\$1,441,304.54	\$409,401.54

Health Trust Fund Balance

	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
July	\$845,859.67	\$868,756.32	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58
August	\$844,809.45	\$874,161.89	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52
September	\$772,680.01	\$974,093.54	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95
October	\$924,366.04	\$946,611.09	\$1,008,278.61	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66
November	\$916,526.48	\$983,197.01	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25
December	\$921,527.48	\$999,278.76	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89
January	\$949,084.37	\$1,000,000.00	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79
February	\$901,141.11	\$996,307.51	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27
March	\$1,001,141.14	\$1,000,000.00	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37
April	\$928,865.80	\$880,223.00	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04	
May	\$924,669.38	\$899,497.24	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95	
June	\$989,424.83	\$911,402.69	\$1,000,000.00	\$807,724.83	\$569,163.71	\$512,223.04	

TO THE HONORABLE MAYOR
and
CITY COUNCIL
of the
CITY OF MOBERLY, MISSOURI



Per RSMo 78.620 I have hereby filed an itemized statement of receipts and expenditures with the City Clerk for your review upon request.

I submit herein a summary of the business transactions for the month of

March 2020

A handwritten signature in cursive script, reading "Gregory L. Hodge", is written over a horizontal line.

Gregory L. Hodge, City Treasurer

City of Moberly Cash Balance Report - March 2020

#11.

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,655,455.41	568,900.39		642,107.74		1,582,248.06
102	Non-Resident Lodging Tax	180,345.97	6,165.04		15,500.00		171,011.01
105	Payroll	518,275.34	565.73		7,925.67		510,915.40
110	Solid Waste	757,582.15	90,016.48		81,596.04		766,002.59
114	Heritage Hills Golf Course	0.00	4,231.75		(281.03)		4,512.78
115	Parks and Recreation	14,896.20	80,224.10		78,799.10		16,321.20
116	Park Sales Tax	269,663.82	108,035.72		30,277.02		347,422.52
120	Airport	(44,226.78)	14,375.51		48,771.63		(78,622.90)
125	Perpetual Care Cemetery Sales	6,136.23	-		-		6,136.23
126	Perpetual Care Cemetery Investment	478,844.73	529.36		-		479,374.09
137	Use Tax Trust	248,342.50	271.08		-		248,613.58
140	Veterans Memorial Flag Project	39,865.42	193.46		-		40,058.88
141	Community Betterment	3,362.59	-		-		3,362.59
300	Utilities Collection	66,015.57	445,764.74		442,522.15		69,258.16
301	Utilities Operation and Maintenance	60,674.76	211,431.71		211,431.71		60,674.76
302	Utilities Replacement	640,084.26	4,083.33		-		644,167.59
303	Utilities Operating Reserve	994,657.22	152,391.94		48,427.27		1,098,621.89
306	Utilities Consumer Security	200,938.24	1,695.91		-		202,634.15
307	Sugar Creek Lake Fund	56,901.05	62.12		-		56,963.17
377	2004B SRF Bonds Debt Service	1,047,501.91	45,039.92		37,639.16		1,054,902.67
378	2006A SRF Bonds Debt Service	1,509,748.22	39,023.55		27,007.38		1,521,764.39
379	2004C Bond Debt Service	56,344.86	29,525.74		26,016.96		59,853.64
380	2008A Bonds Debt Service	29,259.11	15,064.09		-		44,323.20
381	ESP Projects Debt Service	(580.81)	-		-		(580.81)
Escrow		999,079.88					999,079.88
Total CWWSS (funds 300-380)		5,660,624.27	944,083.05		793,044.63		5,811,662.69
304	Capital Improvement Trust	1,395,147.54	18		78,395.89		1,416,520.83

City of Moberly Cash Balance Report - March 2020

#11.

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
400	911 Emergency Telephone	21,308.74	62,696.34		35,239.98		48,765.10
406	Inmate Security Fund	13,215.10	64.44		-		13,279.54
408	Police Forfeiture Fund	4,320.59	-		-		4,320.59
600	Transportation Trust	1,341,319.57	123,029.16		4,781.32		1,459,567.41
601	Street Improvement	548,598.07	31,145.21		5,470.93		574,272.35
900	MODAG Grant/Loan	21,756.83	23.70		-		21,780.53
901	Misc. Project Residuals	47,630.19	52.04		-		47,682.23
903	Ameren MO Solar Rebates	416,130.00	-		-		416,130.00
905	ICSC/Buxton Scholarship	6,614.52	7.22		-		6,621.74
908	Railcar Preservation Fund	586.43	0.68		-		587.11
909	Lucille Manor CDBG Reimbursement	199,554.55	2,119.92		-		201,674.47
911	Downtown CID Sales Tax	7,232.23	5,300.83		4,876.00		7,657.06
912	Downtown CID Property Tax	245,599.80	3,960.30		5,010.00	12,000.00	232,550.10
995	Health Trust	297,198.27	112,817.52		136,367.42		273,648.37
995	Investments	-					-
Total Health Trust		297,198.27	112,817.52	-	136,367.42		273,648.37
Total Cash		14,355,380.28	2,258,578.21	-	1,967,882.34	12,000.00	14,634,076.15
Less Escrow Accounts		(999,079.88)					(999,079.88)
Less Investments		-					-
Less Petty Cash		(2,950.00)					(2,950.00)
Net Cash per Bank Cash Report		13,353,350.40	2,258,578.21	-	1,967,882.34	12,000.00	13,632,046.27

City of Moberly Budget Comparison Report - March 2020

#11.

Fund #	Fund Name	Percentage of Year Completed							
		Revenues				Expenditures			
		Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget
									75.00%
100	General	568,900.39	5,810,141.23	7,970,522.57	72.90%	651,206.87	5,903,617.96	7,970,522.57	74.07%
102	Non-Resident Lodging Tax	6,165.04	74,127.80	108,300.00	68.45%	15,500.00	73,658.00	107,100.00	68.77%
105	Payroll	565.73	6,074.19	0.00	0.00%	512.89	-5,469.45	0.00	0.00%
110	Solid Waste	90,016.48	811,336.39	1,050,683.23	77.22%	81,777.82	783,512.53	1,402,498.88	55.87%
114	Heritage Hills Golf Course	4,231.75	163,686.80	190,000.00	86.15%	-281.03	159,174.02	190,000.00	83.78%
115	Parks and Recreation	80,224.10	1,923,089.19	2,060,949.08	93.31%	80,224.10	1,923,089.19	2,060,949.09	93.31%
116	Park Sales Tax	108,035.72	979,060.85	1,302,100.00	75.19%	30,277.02	1,318,194.57	1,329,649.08	99.14%
120	Airport	14,375.51	310,099.54	746,461.73	41.54%	48,771.63	394,278.80	746,461.73	52.82%
125	Perpetual Care Cemetery Sales	0.00	5,850.00	20,000.00	29.25%	0.00	0.00	20,000.00	0.00%
126	Perpetual Care Cemetery Investment	529.36	5,374.09	28,700.00	18.73%	0.00	0.00	6,000.00	0.00%
140	Veterans Memorial Flag Project	193.46	2,700.51	5,250.00	51.44%	0.00	2,729.21	2,500.00	109.17%
300	Utilities Collection	445,764.74	4,175,881.59	5,959,915.29	70.07%	447,408.26	4,108,513.23	5,929,915.29	69.28%
301	Utilities Operation and Maintenance	211,431.71	2,521,416.14	4,537,171.70	55.57%	211,431.71	2,521,416.14	4,537,171.70	55.57%
302	Utilities Replacement	4,083.33	36,749.97	49,000.00	75.00%	0.00	57,538.55	0.00	0.00%
303	Utilities Operating Reserve	152,391.94	832,971.83	380,502.02	218.91%	48,427.27	269,402.84	820,317.31	32.84%
304	Capital Improvement Trust	99,769.18	914,838.69	1,212,800.00	75.43%	78,395.89	570,430.49	2,210,281.50	25.81%
307	Sugar Creek Lake Fund	62.12	1,560.33	2,500.00	62.41%	0.00	0.00	0.00	0.00%
377	2004B SRF Bonds Debt Service	45,039.92	406,599.24	544,757.50	74.64%	37,639.16	352,077.96	480,325.00	73.30%
378	2006A SRF Bonds Debt Service	39,023.55	352,785.09	473,606.25	74.49%	27,007.38	254,609.16	409,187.50	62.22%
379	2004C Bond Debt Service	29,525.74	265,736.70	353,920.00	75.08%	26,016.96	245,083.77	322,700.00	75.95%
380	2008A Bonds Debt Service	15,064.09	135,704.59	180,686.50	75.10%	0.00	120,292.58	164,760.45	73.01%
381	ESP Projects Debt Service	0.00	0.00	0.00	0.00%	0.00	580.81	0.00	0.00%
400	911 Emergency Telephone	62,696.34	261,056.78	715,600.00	36.48%	35,239.98	428,474.99	701,712.75	61.06%
406	Inmate Security Fund	64.44	706.69	1,400.00	50.48%	0.00	0.00	0.00	0.00%
600	Transportation Trust	123,029.16	1,039,524.61	2,499,700.00	41.59%	4,781.32	1,012,717.28	2,699,025.00	37.52%
601	Street Improvement	31,145.21	306,307.05	393,700.00	77.80%	5,470.93	202,589.28	359,625.00	56.33%
903	Ameren MO Solar Rebates	0.00	416,130.00	0.00	0.00%	0.00	0.00	0.00	0.00%
905	ICSC/Buxton Scholarship	7.22	7	0.00	0.00%	0.00	0.00	0.00	0.00%

City of Moberly Budget Comparison Report - March 2020

#11.

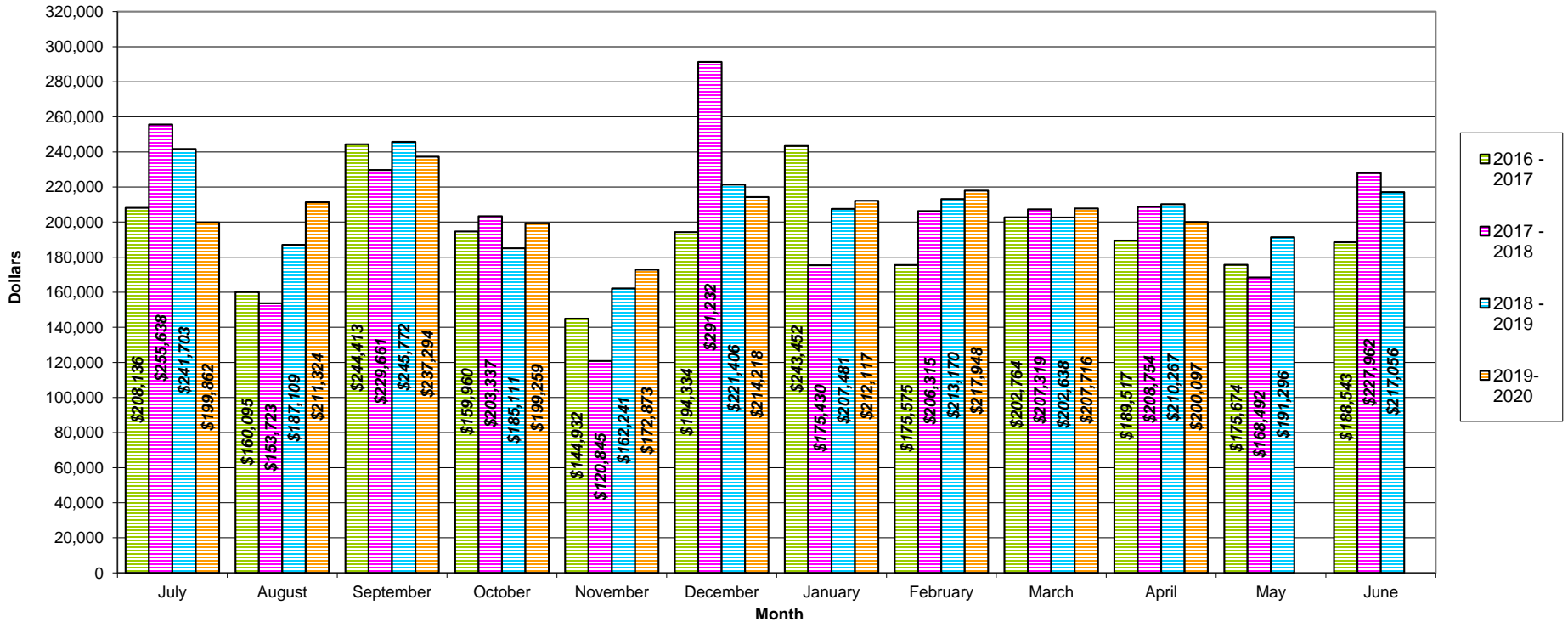
		Percentage of Year Completed								75.00%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
908	Railcar Preservation Fund	0.68	6.63	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	2,119.92	19,249.94	25,525.20	75.42%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	5,300.83	42,151.61	62,760.00	67.16%	4,876.00	29,046.80	62,760.00	46.28%	
912	Downtown CID Property Tax	3,960.30	207,011.11	280,350.00	73.84%	5,010.00	42,193.58	280,350.00	15.05%	
995	Health Trust	112,817.52	1,336,573.05	0.00	0.00%	136,367.42	1,575,147.72	0.00	0.00%	
TOTALS		2,256,535.48	23,364,576.25	31,156,861.07	74.99%	1,976,061.58	22,342,900.01	32,813,812.85	68.09%	

**City of Moberly
One Percent (1%) General Fund Sales Tax Analysis**

#11.

	2016 - 2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.96%	\$208,136	-6.38%	-6.38%	10.44%	\$255,638	22.82%	22.82%	9.73%	\$241,703	-5.45%	-5.45%	9.64%	\$199,862	-17.31%	-17.31%
August	6.89%	\$160,095	8.19%	-0.56%	6.28%	\$153,723	-3.98%	11.17%	7.53%	\$187,109	21.72%	4.75%	10.20%	\$211,324	12.94%	-4.11%
September	10.53%	\$244,413	0.18%	-0.27%	9.38%	\$229,661	-6.04%	4.31%	9.89%	\$245,772	7.02%	5.57%	11.45%	\$237,294	-3.45%	-3.87%
October	8.38%	\$194,632	-5.34%	-1.54%	8.30%	\$203,337	4.47%	4.35%	7.45%	\$185,111	-8.96%	2.06%	9.61%	\$199,259	7.64%	-1.39%
November	6.24%	\$144,932	-8.77%	-2.71%	4.94%	\$120,845	-16.62%	1.15%	6.53%	\$162,241	34.26%	6.10%	8.34%	\$172,873	6.55%	-0.13%
December	8.37%	\$194,334	-11.82%	-4.39%	11.89%	\$291,232	49.86%	9.41%	8.91%	\$221,406	-23.98%	-0.88%	10.34%	\$214,218	-3.25%	-0.68%
January	10.48%	\$243,452	32.26%	0.49%	7.16%	\$175,430	-27.94%	2.87%	8.35%	\$207,481	18.27%	1.47%	10.23%	\$212,117	2.23%	-0.27%
February	7.56%	\$175,575	-1.47%	0.27%	8.43%	\$206,315	17.51%	4.51%	8.58%	\$213,170	3.32%	1.70%	10.52%	\$217,948	2.24%	0.05%
March	8.73%	\$202,764	-12.02%	-1.31%	8.47%	\$207,319	2.25%	4.25%	8.15%	\$202,638	-2.26%	1.25%	10.02%	\$207,716	2.51%	0.32%
April	8.16%	\$189,517	-3.53%	-1.53%	8.53%	\$208,754	10.15%	4.82%	8.46%	\$210,267	0.72%	1.20%	9.65%	\$200,097	-4.84%	-0.20%
May	7.57%	\$175,674	19.71%	-0.07%	6.88%	\$168,492	-4.09%	4.09%	7.70%	\$191,296	13.53%	2.14%	0.00%			
June	8.12%	\$188,543	-21.24%	-2.21%	9.31%	\$227,962	20.91%	5.45%	8.73%	\$217,056	-4.78%	1.49%	0.00%			
Total	100.00%	\$2,322,067			100.00%	\$2,448,705			100.00%	\$2,485,248			100.00%	\$2,072,709		

Annual Comparison by Month

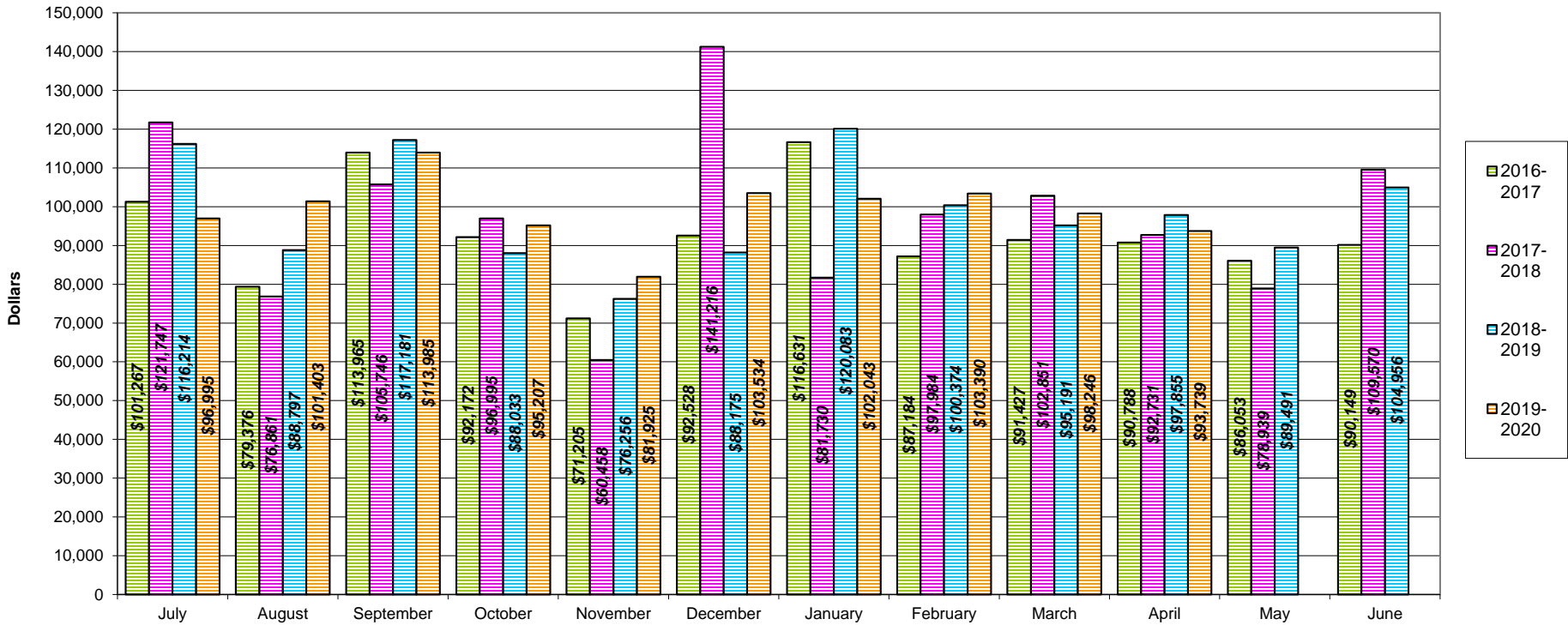


**City of Moberly
One-Half Percent (1/2%) Parks Fund Sales Tax Analysis**

#11.

	2016-2017				2017-2018				2018-2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.10%	\$101,267	-6.50%	-6.50%	10.43%	\$121,747	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	9.79%	\$96,995	-16.54%	-16.54%
August	7.13%	\$79,376	7.88%	-0.68%	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	10.24%	\$101,403	14.20%	-3.23%
September	10.24%	\$113,965	-0.23%	-0.50%	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	11.51%	\$113,985	-2.73%	-3.04%
October	8.28%	\$92,172	-5.62%	-1.77%	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,033	-9.24%	2.21%	9.61%	\$95,207	8.15%	-0.64%
November	6.40%	\$71,205	-9.69%	-3.09%	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	8.27%	\$81,925	7.43%	0.62%
December	8.32%	\$92,528	-10.26%	-4.38%	12.10%	\$141,216	52.62%	9.54%	7.46%	\$88,175	-37.56%	-4.70%	10.45%	\$103,534	17.42%	3.20%
January	10.48%	\$116,631	31.09%	0.37%	7.00%	\$81,730	-29.92%	2.64%	10.15%	\$120,083	46.93%	1.46%	10.30%	\$102,043	-15.02%	0.05%
February	7.84%	\$87,184	-1.52%	0.15%	8.40%	\$97,984	12.39%	3.77%	8.49%	\$100,374	2.44%	1.58%	10.44%	\$103,390	3.00%	0.42%
March	8.22%	\$91,427	-13.48%	-1.53%	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,191	-7.45%	0.53%	9.92%	\$98,246	3.21%	0.72%
April	8.16%	\$90,788	-1.86%	-1.56%	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,855	5.53%	1.01%	9.46%	\$93,739	-4.21%	0.23%
May	7.73%	\$86,053	18.21%	-0.16%	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.93%	0.00%			
June	8.10%	\$90,149	-19.69%	-2.08%	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.35%	0.00%			
Total	100.00%	\$1,112,745			100.00%	\$1,166,827			100.00%	\$1,182,605			100.00%	\$990,468		

Annual Comparison by Month

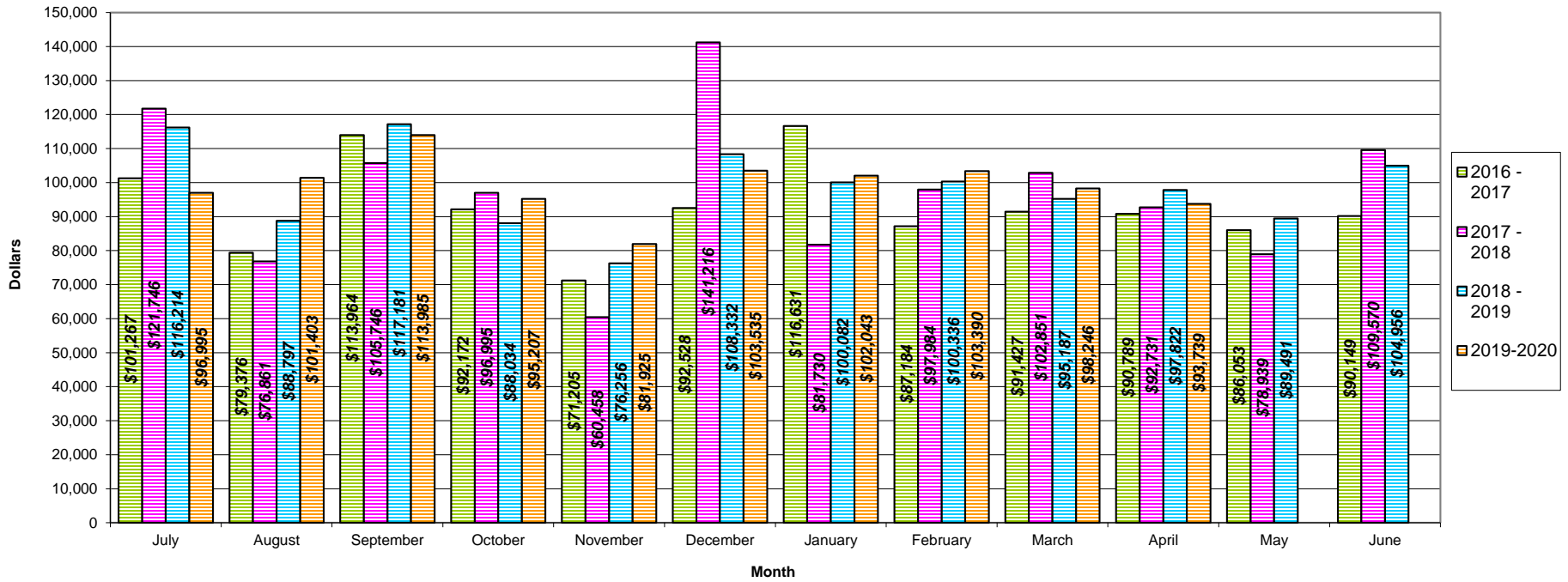


**City of Moberly
One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis**

#11.

	2016 - 2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.10%	\$101,267	-6.50%	-6.50%	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	9.79%	\$96,995	-16.54%	-16.54%
August	7.13%	\$79,376	7.88%	-0.68%	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	10.24%	\$101,403	14.20%	-3.23%
September	10.24%	\$113,964	-0.23%	-0.50%	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	11.51%	\$113,985	-2.73%	-3.04%
October	8.28%	\$92,172	-5.62%	-1.77%	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,034	-9.24%	2.21%	9.61%	\$95,207	8.15%	-0.64%
November	6.40%	\$71,205	-9.69%	-3.09%	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	8.27%	\$81,925	7.43%	0.62%
December	8.32%	\$92,528	-10.26%	-4.38%	12.10%	\$141,216	52.62%	9.54%	9.16%	\$108,332	-23.29%	-1.36%	10.45%	\$103,535	-4.43%	-0.30%
January	10.48%	\$116,631	31.09%	0.37%	7.00%	\$81,730	-29.92%	2.64%	8.46%	\$100,082	22.45%	1.48%	10.30%	\$102,043	1.96%	0.03%
February	7.84%	\$87,184	-1.54%	0.15%	8.40%	\$97,984	12.39%	3.77%	8.48%	\$100,336	2.40%	1.60%	10.44%	\$103,390	3.04%	0.41%
March	8.22%	\$91,427	-13.48%	-1.53%	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,187	-7.45%	0.55%	9.92%	\$98,246	3.21%	0.71%
April	8.16%	\$90,789	-1.86%	-1.56%	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.01%	9.46%	\$93,739	-4.17%	0.23%
May	7.73%	\$86,053	18.21%	-0.16%	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.94%	0.00%			
June	8.10%	\$90,149	-19.69%	-2.09%	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.36%	0.00%			
Total	100.00%	\$1,112,745			100.00%	\$1,166,827			100.00%	\$1,182,688			100.00%	\$990,469		

Annual Comparison by Month

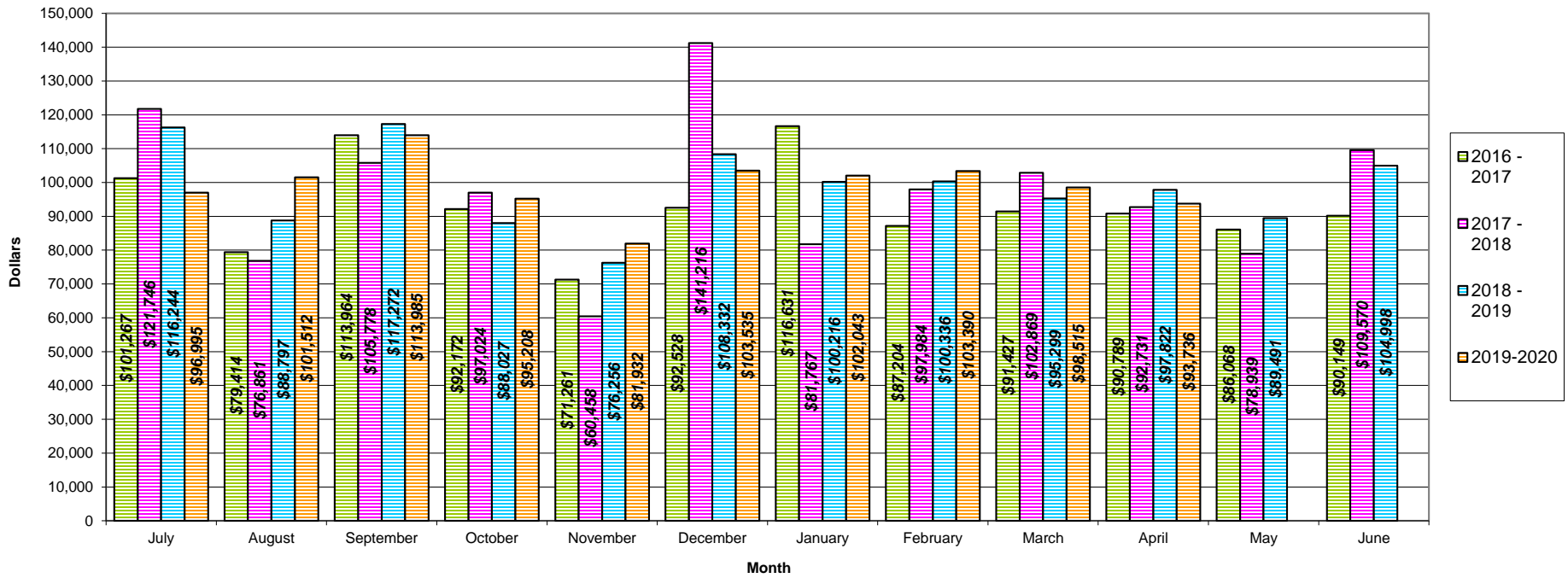


**City of Moberly
One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis**

#11.

	2016 - 2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.10%	\$101,267	-6.50%	-6.50%	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,244	-4.52%	-4.52%	9.79%	\$96,995	-16.56%	-16.56%
August	7.14%	\$79,414	7.89%	-0.67%	6.59%	\$76,861	-3.21%	9.92%	7.51%	\$88,797	15.53%	3.24%	10.24%	\$101,512	14.32%	-3.19%
September	10.24%	\$113,964	-0.23%	-0.50%	9.06%	\$105,778	-7.18%	3.31%	9.91%	\$117,272	10.87%	5.89%	11.50%	\$113,985	-2.80%	-3.05%
October	8.28%	\$92,172	-5.62%	-1.77%	8.31%	\$97,024	5.26%	3.77%	7.44%	\$88,027	-9.27%	2.22%	9.61%	\$95,208	8.16%	-0.64%
November	6.40%	\$71,261	-9.62%	-3.08%	5.18%	\$60,458	-15.16%	0.83%	6.45%	\$76,256	26.13%	5.35%	8.27%	\$81,932	7.44%	0.62%
December	8.31%	\$92,528	-10.36%	-4.38%	12.10%	\$141,216	52.62%	9.53%	9.16%	\$108,332	-23.29%	-1.35%	10.45%	\$103,535	-4.43%	-0.30%
January	10.48%	\$116,631	31.09%	0.36%	7.01%	\$81,767	-29.89%	2.64%	8.47%	\$100,216	22.56%	1.50%	10.30%	\$102,043	1.82%	0.01%
February	7.84%	\$87,204	-1.50%	0.14%	8.40%	\$97,984	12.36%	3.76%	8.48%	\$100,336	2.40%	1.62%	10.43%	\$103,390	3.04%	0.39%
March	8.22%	\$91,427	-13.48%	-1.53%	8.82%	\$102,869	12.52%	4.71%	8.06%	\$95,299	-7.36%	0.57%	9.94%	\$98,515	3.37%	0.71%
April	8.16%	\$90,789	-1.86%	-1.56%	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.04%	9.46%	\$93,736	-4.18%	0.23%
May	7.73%	\$86,068	18.18%	-0.16%	6.76%	\$78,939	-8.28%	3.39%	7.56%	\$89,491	13.37%	1.96%	0.00%			
June	8.10%	\$90,149	-19.69%	-2.09%	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,998	-4.17%	1.38%	0.00%			
Total	100.00%	\$1,112,873			100.00%	\$1,166,944			100.00%	\$1,183,089			100.00%	\$990,851		

Annual Comparison by Month

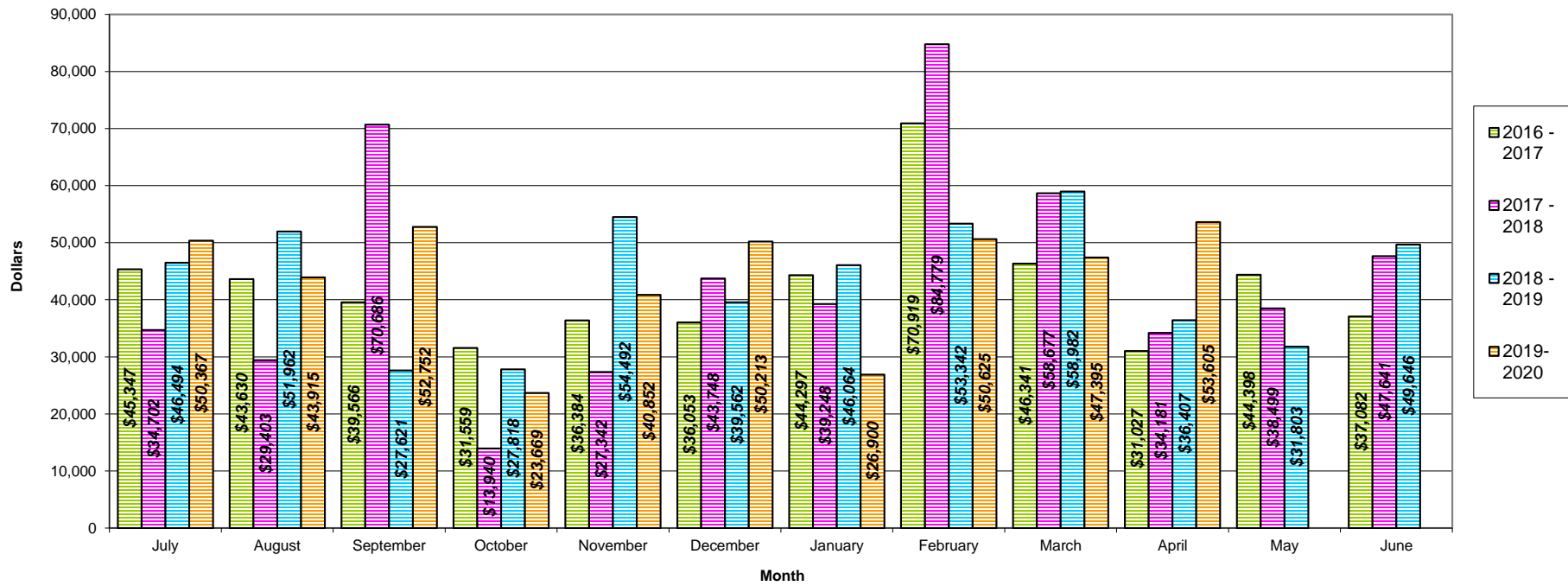


**City of Moberly
Two & One-Half Percent (2-1/2%) Use Tax Analysis**

#11.

	2016 - 2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.95%	\$45,347	8.05%	8.05%	6.64%	\$34,702	-23.47%	-23.47%	8.87%	\$46,494	33.98%	33.98%	11.44%	\$50,367	8.33%	8.33%
August	8.61%	\$43,630	41.85%	22.34%	5.62%	\$29,403	-32.61%	-27.95%	9.91%	\$51,962	76.73%	53.59%	9.97%	\$43,915	-15.49%	-4.24%
September	7.81%	\$39,566	-6.23%	11.85%	13.52%	\$70,686	78.65%	4.86%	5.27%	\$27,621	-60.92%	-6.46%	11.98%	\$52,752	90.99%	16.62%
October	6.23%	\$31,559	-13.98%	5.60%	2.67%	\$13,940	-55.83%	-7.10%	5.31%	\$27,818	99.55%	3.47%	5.38%	\$23,669	-14.91%	10.92%
November	7.18%	\$36,384	-19.45%	-0.15%	5.23%	\$27,342	-24.85%	-10.39%	10.40%	\$54,492	99.30%	18.35%	9.28%	\$40,852	-25.03%	1.52%
December	7.12%	\$36,053	-67.19%	-24.17%	8.37%	\$43,748	21.34%	-5.47%	7.55%	\$39,562	-9.57%	12.80%	11.40%	\$50,213	26.92%	5.57%
January	8.74%	\$44,297	-34.66%	-26.07%	7.51%	\$39,248	-11.40%	-6.42%	8.79%	\$46,064	17.37%	13.49%	6.11%	\$26,900	-41.60%	-1.82%
February	14.00%	\$70,919	21.73%	-19.63%	16.21%	\$84,779	19.54%	-1.12%	10.18%	\$53,342	-37.08%	1.02%	11.50%	\$50,625	-5.09%	-2.32%
March	9.15%	\$46,341	-68.04%	-31.78%	11.22%	\$58,677	26.62%	2.14%	11.25%	\$58,982	0.52%	0.95%	10.76%	\$47,395	-19.65%	-4.84%
April	6.12%	\$31,027	16.49%	-29.65%	6.54%	\$34,181	10.17%	2.72%	6.95%	\$36,407	6.51%	1.38%	12.17%	\$53,605	47.24%	-0.55%
May	8.76%	\$44,398	24.73%	-26.63%	7.36%	\$38,499	-13.29%	1.21%	6.07%	\$31,803	-17.39%	-0.14%	0.00%			
June	7.32%	\$37,082	-41.14%	-27.93%	9.11%	\$47,641	28.48%	3.21%	9.47%	\$49,646	4.21%	0.26%	0.00%			
Total	100.00%	\$506,603			100.00%	\$522,845			100.00%	\$524,193			100.00%	\$440,293		

Annual Comparison by Month

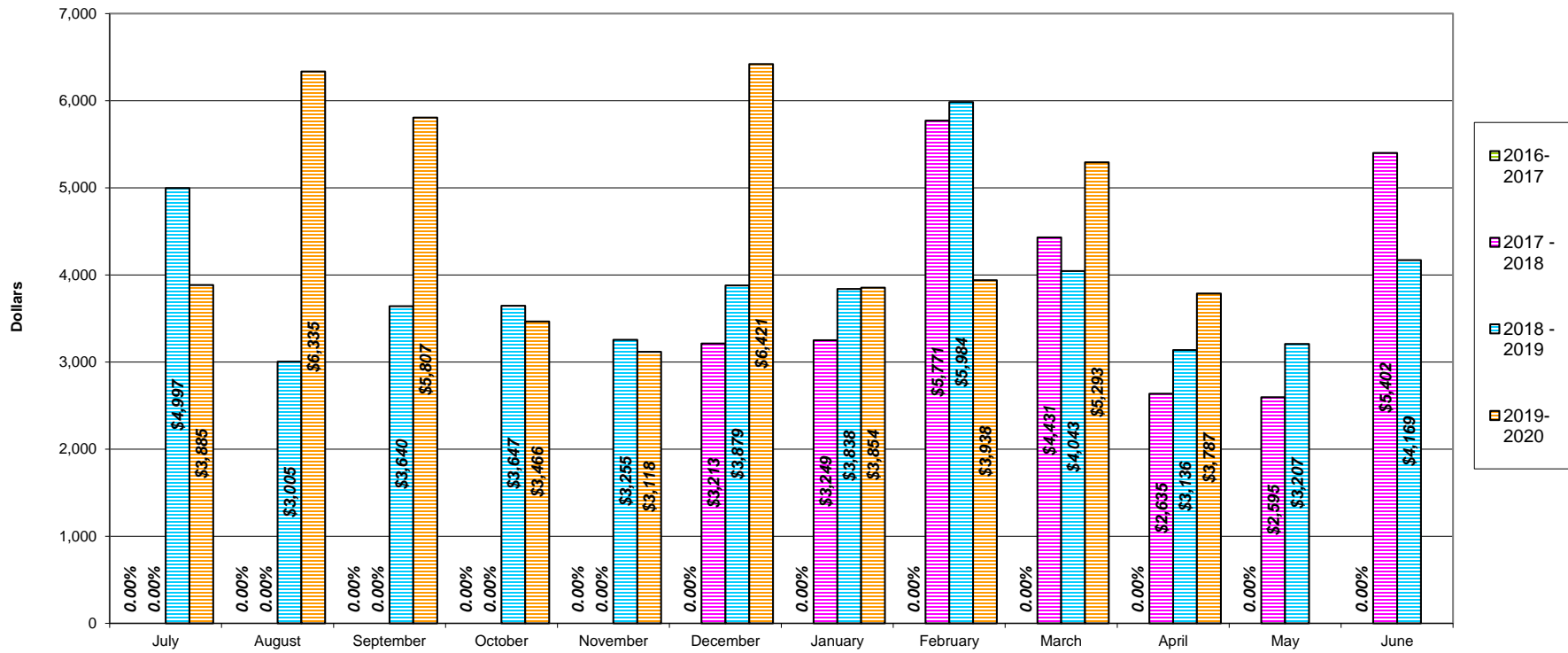


**City of Moberly
One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis**

#11.

	2016-2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	NA	NA	NA	NA	NA	NA	NA	NA	10.68%	\$4,997	NA	NA	8.46%	\$3,885	-22.25%	-22.25%
August	NA	NA	NA	NA	NA	NA	NA	NA	6.42%	\$3,005	NA	NA	13.80%	\$6,335	110.82%	27.72%
September	NA	NA	NA	NA	NA	NA	NA	NA	7.78%	\$3,640	NA	NA	12.65%	\$5,807	59.53%	37.67%
October	NA	NA	NA	NA	NA	NA	NA	NA	7.79%	\$3,647	NA	NA	7.55%	\$3,466	-4.97%	27.50%
November	NA	NA	NA	NA	NA	NA	NA	NA	6.96%	\$3,255	NA	NA	6.79%	\$3,118	-4.21%	21.93%
December	NA	NA	NA	NA	11.77%	\$3,213	NA	NA	8.29%	\$3,879	20.72%	20.72%	13.99%	\$6,421	65.55%	29.48%
January	NA	NA	NA	NA	11.90%	\$3,249	NA	NA	8.20%	\$3,838	18.14%	19.42%	8.40%	\$3,854	0.40%	25.23%
February	NA	NA	NA	NA	21.14%	\$5,771	NA	NA	12.79%	\$5,984	3.69%	12.00%	8.58%	\$3,938	-34.19%	14.20%
March	NA	NA	NA	NA	16.23%	\$4,431	NA	NA	8.64%	\$4,043	-8.74%	6.48%	11.53%	\$5,293	30.90%	16.06%
April	NA	NA	NA	NA	9.65%	\$2,635	NA	NA	6.70%	\$3,136	19.03%	8.20%	8.25%	\$3,787	20.74%	16.44%
May	NA	NA	NA	NA	9.51%	\$2,595	NA	NA	6.85%	\$3,207	23.58%	10.02%	0.00%			
June	NA	NA	NA	NA	19.79%	\$5,402	NA	NA	8.91%	\$4,169	-22.83%	3.52%	0.00%			
Total					100.00%	\$27,296			100.00%	\$46,801			100.00%	\$45,904		

Annual Comparison by Month



**City of Moberly Health Plan Trust
Comparative Profit & Loss Statement
March 2020**

#11.

<u>Income</u>	<u>July 2019-March 2020</u>	<u>July 2018-March 2019</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	6,789.79	414.92	6,374.87	1536.41%
4901 Interest Income	13,026.53	10,177.32	2,849.21	28.00%
4950 Employer Contributions	1,031,903.03	833,031.24	198,871.79	23.87%
4951 Employee Contributions	136,719.81	155,657.38	(18,937.57)	-12.17%
4952 Employee Cobra Payments	5,930.59	0.00	5,930.59	100.00%
4953 Reinsurance Refunds	<u>142,203.30</u>	<u>0.00</u>	<u>142,203.30</u>	<u>100.00%</u>
Total Income	1,336,573.05	999,280.86	337,292.19	33.75%
 <u>Expenditures</u>				
5415 Other Professional Services	1,240.00	800.00	440.00	55.00%
5806 Miscellaneous	0.00	0.00	0.00	100.00%
5817 Bank Fees	622.94	1,152.07	(529.13)	-45.93%
5850 Health Claims Paid	975,104.21	481,455.09	493,649.12	102.53%
5851 Pharmaceuticals	255,248.78	201,742.86	53,505.92	26.52%
5852 Reinsurance Premiums	243,369.02	208,614.97	34,754.05	16.66%
5853 Life Insurance Premiums	22,880.09	24,001.34	(1,121.25)	-4.67%
5854 Medical Claims Admin Fees	14,715.23	12,960.52	1,754.71	13.54%
5855 Dental Claims Admin Fees	3,591.25	6,603.53	(3,012.28)	-45.62%
5856 PPO Network Admin Fees	0.00	0.00	0.00	100.00%
5857 Dental Claims Paid	<u>58,376.20</u>	<u>52,604.56</u>	<u>5,771.64</u>	<u>10.97%</u>
Total Expenditures	<u>1,575,147.72</u>	<u>989,934.94</u>	<u>585,212.78</u>	<u>59.12%</u>
 Net Income (Loss)	 <u>(238,574.67)</u>	 <u>9,345.92</u>	 <u>(247,920.59)</u>	 <u>-2652.71%</u>

**City of Moberly Health Plan Trust
Comparative Balance Sheet
March 31, 2020**

#11.

<u>ASSETS</u>	<u>March 31, 2020</u>	<u>March 31, 2019</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	273,648.37	178,509.63	95,138.74	53.30%
Total Current Assets	273,648.37	178,509.63	95,138.74	53.30%
Other Assets				
1300 Investments	0.00	400,000.00	(400,000.00)	-100.00%
Total Other Assets	0.00	400,000.00	(400,000.00)	-100.00%
TOTAL ASSETS	<u>273,648.37</u>	<u>578,509.63</u>	<u>(304,861.26)</u>	<u>-52.70%</u>
 <u>LIABILITIES & EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	512,223.04	569,163.71	(56,940.67)	-10.00%
Net Income (Loss)	(238,574.67)	9,345.92	(247,920.59)	-2652.71%
Total Equity	273,648.37	578,509.63	(304,861.26)	-52.70%
TOTAL LIABILITIES & EQUITY	<u>273,648.37</u>	<u>578,509.63</u>	<u>(304,861.26)</u>	<u>-52.70%</u>



City of

Police Department

Troy Link
Chief of Police
264th Session FBI Academy

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

**Division of Criminal Investigation
Monthly Report
March 2020**

1. Randolph County Warrant: Suspect: JT, W/M, 35, Victim: State of Missouri, Disposition: Reports sent to RCPA
2. Unlawful Possession of Drug Paraphernalia: Suspect: JT, W/M, 35, Victim: State of Missouri, Disposition: Reports sent to RCPA
3. Domestic Assault 3rd: Suspect; RB, W/M, 28 yoa, Victim: ST, W/F, 24 yoa, Disposition: Reports sent to RCPA
4. Resisting Arrest: Suspect; TB, W/M, 38 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
5. Possession of a controlled substance: Suspect; TB, W/M, 38 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
6. Possession of a Controlled Substance: Suspect; GT, W/M, 28 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
7. Parole Absconder Warrant: Suspect; GT, W/M, 28 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
8. Randolph County Warrant: Suspect; CD, W/M, 31 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
9. Delivery of a Controlled Substance: DT, W/F, 57 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
10. Resisting Arrest: Suspect; DR, B/M, 23 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA

- 11. Operate a Motor Vehicle Without a Valid License: Suspect; DR, B/M, 23 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
- 12. Possession of Marijuana Under 10 Grams: Suspect; DR, B/M, 23 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA
- 13. Assault: Suspect: TH, B/F, 49 yoa; Victim: TD, W/F, 44 yoa. Case Unfounded
- 14. Child Abuse: Suspect ES, W/M, 31 yoa Victim ZS 6 yoa. Case Unfounded
- 15. Rape: Suspect IC, B/M, 23 yoa, Victim ER, 18 yoa. Case Unfounded
- 16. Taney Co Probation Warrant: Suspect CR W/M 50 yoa. Reports sent to PA.

Cases Cleared.....	16
Interviews.....	77
Interrogations.....	3
Reports Written.....	63

Special Assignments

- Monthly Report
- Typed reports
- Assisted patrol division with domestic involving a gun
- Cataloged reports and evidence in reference to Chris James Homicide
- Assisted patrol with domestic in progress
- Read to students at GBE
- Proactively patrolled city with focus on wanted subjects and drug activity
- Responded to call of child abuse
- Interviewed subject in reference to child abuse, learned incident happened outside city
- Arrested parole absconder and subject for Randolph County Warrants
- Conducted consent search of residence locating drugs and paraphernalia
- Assisted NOMO with drug investigation
- Assisted NOMO in execution of search warrant
- Attempted traffic stop where suspect fled. Later located and arrested
- Analyzed information from search warrant on Instagram accounts
- Cataloged reports and evidence in reference to double homicide
- Completed all MIRMA Courses required
- Interviewed subject in reference to alleged child abuse



City of

Police Department

Troy Link
 Chief of Police
 264th Session FBI Academy

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

Reviewed business records from an Instagram account in reference to child pornography
 Cataloged records for 2018 double homicide
 Completed Paycom for detective unit.
 Approved reports for Detective Unit.
 Assisted Patrol Division with a Domestic Assault investigation.
 MIRMA Online Training- Anti-Harassment in the Workplace.
 Assisted with applicant interviews.
 Completed evaluations for detective unit.
 Completed driving evaluations for detective unit.
 Assisted Patrol with a suspicious person on the Sinnock overpass.
 Assisted Patrol with a drug investigation at high school.
 Attended Deposition at RCJC.
 Attended meeting on Corona Virus.
 Assisted Drug Task Force with surveillance.
 MIRMA Online Training- Racial Profiling.
 MIRMA Online Training- Airborne and Blood Borne Pathogens.
 MIRMA Online Training- Sexual Harassment in the Workplace.
 MIRMA Online Training- Drug and Alcohol Awareness.
 MIRMA Online Training- Basic First Aid.
 MIRMA Online Training- Workers' Compensation: Sprain and Strain Injury Prevention.
 Worked on setting up laptops to be capable of working from home.
 MIRMA Online Training- Preventing Slips, Trips, and Falls.
 MIRMA Online Training- Arrest, Search, & Seizure (Fourth Amendment).
 Attempted contact with mother of victim in reference to child pornography case
 Submitted a preservation request to Snapchat in reference to child pornography
 Contact made with victim of child pornography
 Preservation Request sent to Snapchat in reference to child pornography
 Preservation Request sent to Snapchat in reference to child pornography
 Interviewed victim of child pornography at MHS
 Interviewed victim of child pornography at MHS
 Interviewed victim of child pornography at MHS
 Interviewed victim of child pornography at MHS
 Interviewed victim of child pornography at MHS

Warrant arrest
Assisted patrol in a foot pursuit
Assisted Randolph County in a child abuse case
Applied for an iCloud search warrant for child pornography
Assisted in arrest of subject who failed to stop
Typed PC for sexual assault case
Typed interviews for child pornography case
Mirma
Contact with victim of child pornography via email
Phone contact with victim of child pornography
Contact with Rainbow House in reference to procedures of COVID-19
Contact with Prosecuting Attorney's Investigator in reference to current child pornography case

Respectfully Submitted,

Tracey Whearty
Commander

Moberly Fire Department March Monthly Report 2020



City of Moberly Fire Department

Emergency Dial 911

Station #1 660-269-8705 EXT 2032

Fax# 660-263-0596

E-mail galbert@moberlyfd.com

Station #2 660-263-4121

310 N. Clark

Moberly, MO 65270-1520

Fire Chief

George Albert

To: Mayor and City Council
 From: George Albert, Fire Chief
 Date: April 8, 2020
 Re: March Monthly Council Report:

- The City of Moberly's EMD has been logging in several hours and working with several local agencies on the COVID 19 crisis. The Fire department restructured our response to make sure we can provide Fire and Rescue services, so have limited our response to medical incident and halted all Public Relations events. Last month we responded to 50 incidents (25 different types of service to the community). The types of incidents we responded to last month include: 8 fires, 24 EMS/Rescue. 18 other different types.
- Truck maintenance: Engine 2 had some water valves replaced, and we continue to work on getting the alignment completed and radiator changed out.
- Equipment/station maintenance: We have prices for replacement SCBA bottles. Bids for the exhaust system will be open April 13
- The Department completed 430 hours of training on Health and Wellness, MIRMA, RAD (haz-mat), Officer I training, and MIRMA COVID19.
- Emergency Management/Fire Chief: Again Several hours covering the COVID19, meeting for the RAD full scale exercise, EMD Regional meeting, Pipeline exercise, Completed Grant Applications for EMPG and mini grant for a siren. (both have been approve) Attended 24/63 Chief's meeting, Completed MU training Owensville and Huntsville.
- Fire Department Community Service involvement: Book reading at Gratz Brown

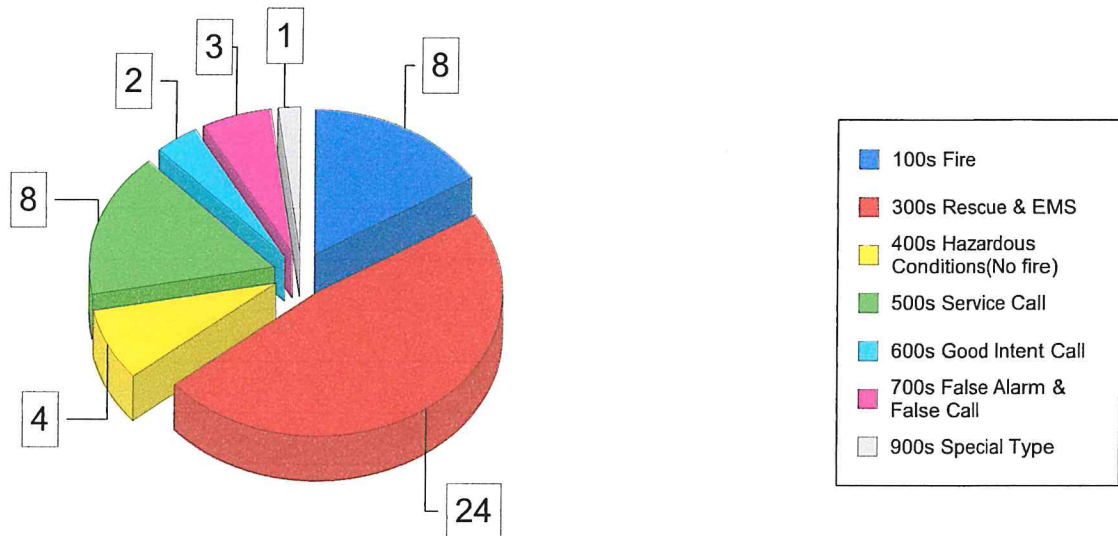
Remember to wash hands and practice social distancing.
Keep six feet apart when at all possible.

Incident Reports By Incident Type, Summary

Page 1 of 1

Incident Type	Total Incidents:	
111 Building fire	1	
113 Cooking fire, confined to container	1	
130 Mobile property (vehicle) fire, other	1	
131 Passenger vehicle fire	1	
132 Road freight or transport vehicle fire	1	
1381 Yard or Lawn Equipment/Lawnmower	1	
1511 Household Refuse Fire	1	
1513 Yard Waste/ Refuse Fire	1	
3112 Lift Assistance	3	
3113 Standby, No care provided	3	
321 EMS call, excluding vehicle accident with injury	17	
322 Vehicle accident with injuries	1	
412 Gas leak (natural gas or LPG)	2	
445 Arcing, shorted electrical equipment	1	
463 Vehicle accident, general cleanup	1	
5001 Gas Appliance Inspection	3	
5005 CFO Inspection	2	
5311 Report of odor with nothing found	2	
561 Unauthorized burning	1	
600 Good intent call, other	1	
651 Smoke scare, odor of smoke	1	
735 Alarm system sounded due to malfunction	1	
745 Alarm system sounded, no fire - unintentional	1	
746 Carbon monoxide detector activation, no CO	1	
911 Citizen complaint	1	
Total Number of Incidents:		50
Total Number of Incident Types:		25

Print Date: 4/3/2020



Graphed Items are sorted by Incident Type

Type Of Incident:

Total Of Incidents:

Percentage Value:

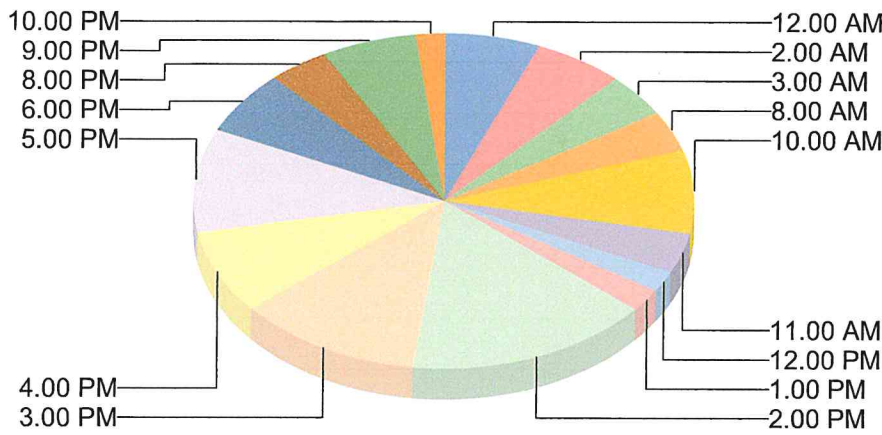
100 Series-Fire	8	16.00%
300 Series-Rescue & EMS	24	48.00%
400 Series-Hazardous Conditions(No fire)	4	8.00%
500 Series-Service Call	8	16.00%
600 Series-Good Intent Call	2	4.00%
700 Series-False Alarm & False Call	3	6.00%
900 Series-Special Type	1	2.00%

Grand Total: 50

Type Of Incident Most Frequent: 300 Series-Rescue & EMS

Print Date: 4/3/2020

Incident Statistics by Hour of the Day



12.00 AM	6.0%
2.00 AM	6.0%
3.00 AM	4.0%
8.00 AM	4.0%
10.00 AM	8.0%
11.00 AM	4.0%
12.00 PM	2.0%
1.00 PM	2.0%
2.00 PM	16.0%
3.00 PM	12.0%
4.00 PM	8.0%
5.00 PM	10.0%
6.00 PM	6.0%
8.00 PM	4.0%
9.00 PM	6.0%
10.00 PM	2.0%
Total:	100.0%

Hour of the Day: 12.00 AM

Total # of Incidents: 3.00 % of Total Incidents: 6.00%

Hour of the Day: 2.00 AM

Total # of Incidents: 3.00 % of Total Incidents: 6.00%

Hour of the Day: 3.00 AM

Total # of Incidents: 2.00 % of Total Incidents: 4.00%

Hour of the Day: 8.00 AM

Total # of Incidents: 2.00 % of Total Incidents: 4.00%

Hour of the Day: 10.00 AM

Total # of Incidents: 4.00 % of Total Incidents: 8.00%

Hour of the Day: 11.00 AM

Total # of Incidents: 2.00 % of Total Incidents: 4.00%

Hour of the Day: 12.00 PM

Total # of Incidents: 1.00 % of Total Incidents: 2.00%

Hour of the Day: 1.00 PM

Total # of Incidents: 1.00 % of Total Incidents: 2.00%

Hour of the Day: 2.00 PM

Total # of Incidents: 8.00 % of Total Incidents: 16.00%

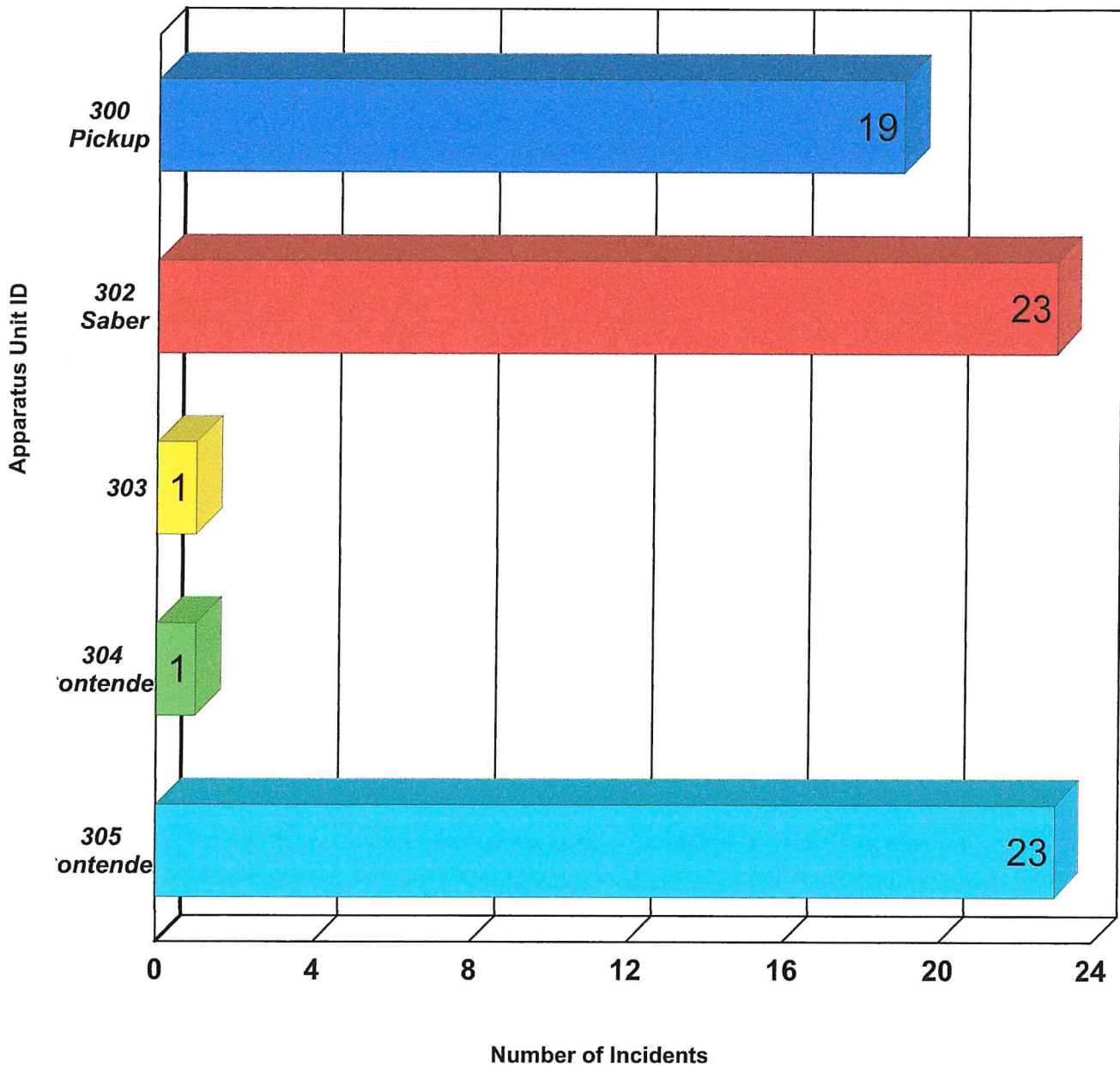
Hour of the Day: 3.00 PM

Total # of Incidents: 6.00 % of Total Incidents: 12.00%

Hour of the Day: 4.00 PM

Total # of Incidents:	4.00	% of Total Incidents:	8.00%
Hour of the Day: 5.00 PM			
Total # of Incidents:	5.00	% of Total Incidents:	10.00%
Hour of the Day: 6.00 PM			
Total # of Incidents:	3.00	% of Total Incidents:	6.00%
Hour of the Day: 8.00 PM			
Total # of Incidents:	2.00	% of Total Incidents:	4.00%
Hour of the Day: 9.00 PM			
Total # of Incidents:	3.00	% of Total Incidents:	6.00%
Hour of the Day: 10.00 PM			
Total # of Incidents:	1.00	% of Total Incidents:	2.00%
<u>Grand Total Incidents:</u>	<u>50.00</u>		

Apparatus Responding to Incidents



Total Amount of Incidents: 50

Apparatus Count: 5

Director – Troy Bock

- MC Power is uncertain of its timeline in light of a wet winter/spring and COVID-19. I asked them to do the structure at the aquatic center in September after the pool season so we aren't trying to open in the midst of a construction project and instead focus on the solar pavilion which will replace the old barns.
- GreatLIFE has had a few members not renew, but they have picked up some new members with their referral rate. Most members will auto-renew April 1.
- Eric Brown and I have been scheduling meetings with organizations to cover Parks and Recreation and Heritage Hills/GreatLIFE. We sponsored the January Chamber Coffee Chat and presented, presented at the Kiwanis and Optimist Clubs. COVID-19 resulted in postponements of presentations to additional clubs including Rotary and Altrusa.
- Finished the first draft of the 2020-2021 budget.
- Utilities have been disconnected at 3418 Hwy JJ. Asbestos remediation (tile) will be done on the main building and then demolition will take place. We currently anticipate all work being completed this spring.
- The two new greens mowers are in possession and now being used at Heritage Hills.
- We received no proposals on the Depot Park pavilion/restroom project. We are working with Devin Snogross who is attempting to put together a team and proposal for the project.

COVID-19

- The Department closed restrooms, playgrounds, and courts when schools were cancelled. The only restroom is the coded camper restroom with restricted access and regular sanitizing.
- The Department cancelled events through the first week of May.
 - This includes the General Bradley event which we were planning for May 9th. We will now plan to honor General Bradley at the 4th of July. We will have a Mayoral proclamation, we have a State House proclamation, and are waiting on a State Senate proclamation.
- The Department rescheduled most rentals during the period affected by COVID-19 and refunded those that could not reschedule.
- The Department has gotten down to a core staff from the office to maintenance until we know the severity and duration of COVID-19.
- We anticipate the train season start being delayed to May.
- We have delayed softball and Optimist baseball deadlines to May 1.

GreatLIFE/Heritage Hills

- Eric Brown has been actively touring around town on inclement weather days to find new sponsors and visit with last year's corporate sponsors. 4 corporate sponsors renewed, 2 are considering, and only 1 declined. He received several lower level sponsorships for course-organized tournaments through the year ranging from \$275-1,000 each.
- I have been in touch with Dustin McCormick. Once the course dries out enough that he can get his vehicles on it, he plans to complete the back 9 cart paths.

Administration – Leslie Keeney

- Processed bills and timesheets for the department.
- Requested and received bids for annual shirt order and photo bids for league pictures. This year's bid winners are the Art Department for shirts and Keithly Photography for photos.

- Contracted once again with MPRA to sell consignment tickets.
- Began working in collaboration with customers on their rentals in light of the COVID-19 situation.
- Oversaw day to day operations of Parks and Recreation Office.

Dirk Miller – Park Superintendent

- Due to COVID-19, staff has utilized the time to refinish/stain/seal six of the now closed bathrooms.
- “Sandblaster” came and cleaned off paint in the Pool Pump House, three umbrella posts and three arms, diving board base, and around 40 chained link poles. Staff has primed everything except the diving board base and will now put on two layers of coatings, before we begin to fill the Pool.
- Staff has picked up trash throughout Rothwell Park, installed what was available in Hand Sanitizers in Park bathrooms, closed the Dog Park, all three ball fields and the Horse arena due to Covid-19. Staff is cleaning/disinfecting the RV Shower bathrooms daily; the RV restrooms are the only open restrooms in any of the Parks.
- Staff has begun removing all the brush honeysuckle and weeds along Works Dam, so far approximately eight trailer loads have been removed. Once warm, staff will use a boat to get the weeds along the lower bank.
- Staff has trimmed most of the trees at the RV Campsite.
- Staff has removed all the Barberry bushes from the inside of the pool. Plans are to replace them with bushes that do not have thorns.
- Staff continues to remove trailer loads of broken/downed tree limbs from around the Parks (Fox, Depot, Tannehill and Rothwell).
- Staff has begun spraying for weeds and mowing the grass at all Parks.

Jacob Buntten-Athletic Complex Supervisor/Sports Manager

Athletic Complex:

- Sprayed all infields to control broadleaf and invasive weeds.

Sports:

- Attended the Sports Tourism Conference in Branson, MO on March 10th.
- Along with Troy and Leslie, met with members from MML and Optimist about summer leagues and options going forward.

Amanda Warder – Recreation Supervisor

Events:

- Staff made the internal decision to cancel the Egg Hunt. Staff has been talking about other events and what to do with them moving forward.
- Hannah and I have come up with fun activities that people can do within their homes or throughout Rothwell Park while practicing social distancing.

Aquatics:

- I have been in touch with Starguard in regard to best practices with training while using social distancing. We have been discussing the best way to hold interviews for both Concessions and Aquatics.

Concessions:

- New equipment has been purchased to increase efficiency for the summer. With the addition of new concessions items, this should increase sales at both the pool and the Athletic Complex.

Marketing:

- Hannah and I have been keeping the public informed about Parks and Recreation's efforts during this time. We have been coming up with different activities for people to do at home and keep them happy.
- We have posted CDC guidelines about washing hands in Park Bathrooms and are keeping an effort to post more signage about precautions throughout the parks.



noberly!
Parks & Recreation
Monthly Report
March 2020

#11.

	2020		2019
Parks	Thompson Campground	37	Daily(26) Monthly(11) 22
	Misc Thompson Campground	-	-
	Miscellaneous Park Fees	\$0.00	\$20.00
	Overnight Fishing Passes	-	-
	Paddleboat Rental	-	-
	Canoe Storage	\$25.00	1 Boat Storage \$0.00
	Archery Range	-	-
	Overlook & Plaza	-	-
	Midway	-	-
	Agricultural Barns	-	-
	Equestrian Area/	-	-
	Rodeo Ground	-	-
	James Youth Center	3	Fair Board meeting(1) 4-H meetings(2) 7
	Lodge	3	Rotary(1) Altrusa Trivia Night(1) Internal: Floor Maintenance(1 res. For 5 days) 9
	Lion's Beuth Park	-	-
	Fox Park (entire)	-	-
	Fox Park Pickleball/ Tennis Courts	-	-
	Tannehill Park	-	-
Depot Park	-	-	
5k RR	1	First Assembly of God-Raise Funds for Project Rescue 0	

	2020	2019
Fields/Courts	Red 1	-
	Red 2	-
	Blue 1	-
	Blue 2	-
	Blue 3	-
	Green 1	-
	Green 2	-
	Green 3	-
	Green 4	-
	Green 5	-
	Green 6	-
	Groeber	-
	Meinert	-
	Patrick	-
	Fox Field	-
	Batting Cages	-
	Shelter 1 Tennis Courts	-
	Wilhite Tennis Courts	-

	2020	2019	
Shelters	Shelter 1	-	-
	Shelter 3	-	-
	Shelter 5	-	-
	Fox Park Shelter	-	-
	Klein Shelter	0	1
	Lake Pavilion	-	-
	Riley Pavilion	0	1
	Meditation Garden and Legacy Overlook	-	-

	2020	2019		
Auditorium	Entire Facility	1	Moberly Area Council on the Arts Concert event(1)	6

	2020	2019	
Aquatic Center	Entire Facility	-	-
	Party Area	-	-

	2020	2019	
Recreation	Lego Camp	22 Participants enrolled	34 (Held in Feb)

Director of Utilities Monthly Report, Mary West-Calcano, Director

April 2020

Director’s Summary

Energy Solutions Professionals Project: Installation of the variable frequency drives at the Water Treatment Plant is complete. The SCADA System upgrade and programming of the VFDs to run in automatic will be completed in May. This will reduce our electricity use by allowing operators to slow the speed of the motors instead of pumping at 100% speed against a partially closed valve to control flow. The submittals for the blowers and variable frequency drives were approved for the Wastewater Treatment Facility and the equipment is expected to arrive May 22. Neptune meters are being shipped the week of April 13, and the transponders have been received by ESP/RTS for the commercial meters as well as the residential meters. Staff from RTS and ESP will be in Moberly the week of April 20 to determine locations of the data collector towers to assure 99% reading coverage for the meters.

A phone call was held with staff from Caselle and City of Moberly Finance and Utilities Departments regarding historical data as well as conversion from Summit to the new software. City staff are asking many questions and double checking protocols before making the final recommendation on the software. So far, the answers have been encouraging and backed up by what we have heard from other customers.

Work is beginning to set up protocols for data collection and input into the billing software and to schedule installation of the commercial large meters. I should have a tentative schedule in the next week. All work on-site is conditioned on Covid-19 requirements.

Covid-19 Significant time has been devoted to answering questions about potential grant funding from the CARES legislation passed at the federal level and working with Mark Twain Regional Council of Governments as well as other organizations to position Moberly for grant funding for upcoming projects. Direction for staff for safe work practices during the pandemic has been provided. Conference calls, webinars, and an increase of emails are also being experienced. Forecasting revenue projections for water and sewer sales is a key focus as well, as economic predictions change frequently.

Budget: As evidenced in the presentation on April 7, needs outpace revenue. Mrs. Calcano is working with Finance Department staff as well as internal Utility Department staff to prioritize projects to match anticipated revenues and prepare for the bond election.

Staffing: The Utilities Department continues to struggle in finding staff to fill open positions. This impacts maintenance activities which can lead to higher failure rates in infrastructure. We are hopeful that higher unemployment rates will make City employment more attractive.

Dept. Summary:

Drinking water produced:	33.604 MG (1.084 MG/Day)
Wastewater Treated:	96.612 MG (3.17MG/Day)
Wastewater from Combined Sewer Overflows:	66.104 MG

Total precipitation for March

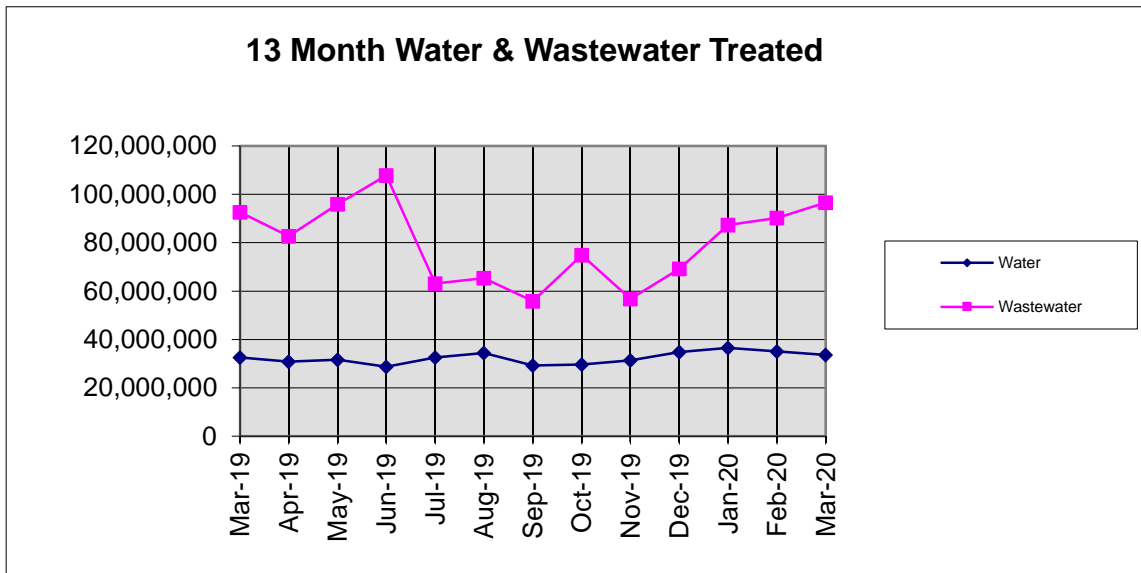
6.71 inches

Billing activity: 19,190,715 gallons of water in the amount of \$185,696.64 and 18,636,819 gallons of sewage in the amount of \$240,808.49.

Staff issued 2,471 bills for cycle 1 in the amount of \$206,843.73 and 2661 bills for cycle 2 in the amount of \$290,760.90 that included water, sewer, garbage, tax and arrears outstanding.

Unaccounted Water for March 2020 = 39.7%

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
March-2020	33,604,754	1,021,515	56,989	0	3,000	19,190,715	20,272,219	13,332,535



Distribution and Collection Department and Customer Service

- There were 6 water leaks; three of these leaks were due to boring crews hitting service lines.
- There were 47 sewer calls - most were due to rain events.
- Replaced a lead service line at 502 McKinley Street.
- Willis Bros. started on the McKinsey Street and Harrison Avenue water main replacement project that is part of the curb and gutter project. Construction inspection for the water main installation is being done by staff, saving the City costs of a outside inspector.
- Poured 12.25 cubic yards of concrete.

- Completed 209 Missouri one call tickets for locating water and sewer lines.
- Replaced 3 Meter pits, 1 manhole frame and cover.
- Began performing additional daily cleaning of facilities and equipment in response to Covid-19 hygiene protocols.

Wastewater Treatment Facility

- Treated 96.612 MGM an average of 3.117 MGD
- Transferred 1,298,350 gallons of sludge from the SBR's to the digesters.
- Taylor CCSO (outfall 002) discharged for an estimated 59 hrs. 7 min. on 3/9/2020, 3/10/2020, 3/18/2020, 3/19/2020 and 3/28/2020. An estimated 6.849 MGD was measured on 3/19/2020. Discharge events were due to rainfall.
- Rollins CSO (outfall 003) discharged 31.724 MGM on 3/10/2020 through 3/31/2020. Discharge events were due to rainfall.
- Seven Bridges CSO (outfall 004) discharged 27.501 MGM on 3/9/2020 through 3/31/2020. Discharge events were due to rainfall.
- Holman Rd CSO (outfall 005) discharged 0.030 MGM on 3/9/2020, 3/10/2020, 3/14/2020, 3/18/2020, 3/19/2020, 3/27/2020 and 3/28/2020. Discharge events were due to rainfall.
- Vandevanter pulled influent pump #1 at WWTP due to high amp draw, the impeller was cleared of debris, the motor/pump was inspected, and the unit was returned to service.
- Installed 8 new batteries in the pump station generators, this cost approx. \$900 and work was performed by city staff.
- Kim Cole with KimHec Inc. spent a day at WWTP working on industrial pretreatment as well as site visits with Cardinal Health and Wilson Trailer where an annual inspection was conducted.
- Installed a ventilation fan and adjusted the floats at Huntsville pump station. Work was performed by city staff.
- MDNR conducted an air inspection on the generator at WWTP. The inspection was satisfactory.
- Installed a new pump at Becflo pump station. This pump had been previously purchased and was installed by city staff.
- Spent a considerable amount of time cleaning and gathering supplies due to the COVID-19 pandemic. Time and material costs is being tracked for potential reimbursement.
- Aerzen performed startup procedures on blower #4 at WWTP. Performance was as planned, and the unit was put into service.
- Cleaned the UV modules and channel, placed the UV system in service for the disinfection season.
- Collected and analyzed a planned industrial pretreatment discharge from tanks 2&3 at Total Powder Coat.
- Replaced the shaft coupler on mixer #2 in Digester #2 at WWTP.
- Willis Bros. installed a new check valve on pump #1 at Huntsville pump station. Material was purchased by the city. Installation cost of the valve was \$2,500.

Water Plant

- Treated and distributed 33,604,754 gals of water. Daily average of 1,084,024.
- Performed 3,698 tests in house on the water at different stages of treatment to ensure water quality.
- Collected 16 scheduled bacteriological samples, 4 Disinfection By-product samples and 2 TOC samples in the distribution system for state analysis.
- Performed monthly preventative maintenance on CL-17 analyzer for Total chlorine.
- Performed corrective maintenance on the lime feed system due to chemical build up.
- Performed corrective maintenance on the north alum feeder due to gear box failure from worn out brushes in the motor.
- Began a project of removing the old motor control center in the basement of the plant and installing variable frequency drives on the high service pumps that pump water to town. This allows us to open our discharge valves completely and run the motors at a slower speed, using less energy and putting less wear and tear on the equipment.
- Made improvements at the dam at Sugar Creek Lake to control vegetation growth on the face of the dam.

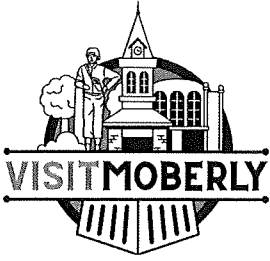
Sugar Creek Lake Ranger

- Botkins hauled in 7 loads of rock to the dam.
- Botkins hauled in riprap to the dam and started placing it as recommended by DNR.
- Performed maintenance on the ranger truck, equipment and the shop.

Water Quality Coordinator

- Accepted 328.8 lbs. hazardous waste into the Household Hazardous Waste Facility
- Distributed 698.35 lbs. of recycled material to Moberly residents for reuse
- Stabilized and recycled 225.95 lbs. non-reusable materials
- Managed open Household Hazardous Waste Day on March 14th
- Attended MS4 Permit Renewal Comment Meeting in Macon
- Attended APWA construction inspection class in STL for two sessions before it was cancelled
- Attended virtual MS4 Permit Renewal Comment Meeting
- Replaced sign with contact information at Household Hazardous Waste Building
- Performed construction inspections
- Responded to complaints from Moberly residents
- Cleared blocked outfalls
- Provided annual stormwater training to Fire Department
- Ordered mulch for rain gardens, and stored in Household Hazardous Waste Building
- Finished revisions of Green Lawns, Not Green Streams brochure. Sent copies of brochure to Master Gardeners
- Met Matthew Risch of Messbusters of Moberly to plan season kick-off
- Identified possible leaking pipes, and forwarded information to D&C crew
- Worked with Emily Goyea to advertise MessBusters season kickoff on social media

- Worked with Emily Goyea to advertise closure of Household Hazardous Waste Building due to Covid-19.
- Studied MS4 draft permit, and sent comments to Mary West-Calcagno
- Set up appointments with Stericycle, and Heritage Recycling
- Studied Stream keepers' Guide
- Studied WEF and APWA publications about public health
- Started Land Disturbance Inspections
- Started NIMS Training. Passed NIMS 100
- Took batteries and paint cans to Fusslemans for recycling
- Picked up SWPPPs for future Land Disturbance projects
- Attended virtual Pre-Construction meeting for Project Emerald
- Cleaned trash out of rain gardens at City Hall and Household Hazardous Waste Building
- Created inventory of hazardous non-recyclables at Household Hazardous Waste Building



Moberly Area Chamber of Commerce
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www.moberlychamber.com
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April 20, 2019

Report on: Tourism Promotion Services Agreement

Services Completed:

- Had two conference calls with the Missouri Division of Tourism
- Assisting our area businesses/attractions with online sales platforms, business resources and other needs during this time to prevent permanent closing
 - Informed the public on what have been going on with area businesses
- Surveyed area businesses to understand their needs (results on next page)
- Discussed Railroad Days 2020 and action plan with Bobby Riley (representative from Moberly Rotary Club) on cancellation plans
- Committee decided to cancel Run for the Roses/Derby Party
- Wrote April tourism blog over Rothwell Park and started on ice cream blog
- Worked with the Art Dept. to develop and finalize a group tour sheet for bus travel groups. This was completed and will be ready to start sending to interested parties once COVID-19 is over
 - Worked with MDT to make sure they have everything from Moberly to sell to groups
- The Missouri Group Tour Exchange was cancelled and we will get a full refund
- I have halted all marketing except for our outdoor attractions and destination as a whole and have been preparing a marketing plan again once COVID-19 is over
 - Reworked MDT budget and SEM keywords
 - Worked on a Rothwell Park ad and Moberly ad
- Finalized April newsletter & sent it out
- Continued working on the 2020 Visitors Guide
- Started working on FY21 MDT Grant
- Continued revisions to Tourism website (www.moberly.com) to optimize performance and information being distributed. Updated content to reflect new events, activities and submissions.
- Generated graphics, content calendar and shared social media posts for all Randolph County events/tourism attractions to promote regional activity
- We have halted promoting all events since most of them have been cancelled/rescheduled and have updated the community calendar to reflect these events
- Restocked hotels and checked in with Comfort Inn, Super 8 and Thompson Campground for monthly reporting
- Answered all calls and emails regarding events and assets in Randolph County.
- Identifying potential travel writers with Tourism Consultant
- Continued working on Junk Junktion and gathering vendors
- Followed up with leads from Sports Travel Exchange

Services Planned:

- Continued communicating with Tourism Assets to discuss 2020 programming
- Develop Cooperative Marketing Efforts with Tourism Consultant
- Develop Performance Measures with Tourism 209 Consultant



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Social Media Reporting							
	Dec	Jan	Feb	March	April		
Facebook-Chamber Page	3,648	3,680	3,755	3,819	3,879		
Facebook-Depot District	605	633	637	652	663		
Facebook-Railroad Days	3,273	3,268	3,272	3,270	3,283		
Facebook-Com Betterment	176	190	190	190	199		
Twitter	462	464	470	470	483		
Instagram	671	707	726	745	778		
Instagram # of posts	557	588	613	636	669		

No ads to report as they are still in progress or on hold.

How COVID-19 has impacted our community

So far, we have had 52 Randolph County businesses fill out the survey. Out of those businesses 80 employees have been laid off or are on furlough.

Out of these businesses that were surveyed the average percentage of revenue lost is 20%. We are ensuring constant communication and working on plan to assist businesses virtually. Additionally, I have been increasing the tips and helpful posts sent to our tourism partners and our members.



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Tourism Promotion Services Agreement

Moberly Area Chamber of Commerce 2019 Service Agreement Billing

Item Number	Description	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL BILLED
102.000.5212	Advertising	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00									\$ 6,000.00
102.000.5406	Contract Labor	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00									\$ 20,000.00
102.000.5411	Administrative Fees	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00									\$ 2,332.00
102.000.5506	Consultant Contract	\$ -	\$ 417.00	\$ 417.00	\$ 417.00									\$ 1,251.00
		\$ 7,083.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,583.00