

**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
December 18, 2023
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval Of The City Council Meeting Minutes For December 4 and 5, 2023.

Recognition of Visitors

Public Hearing and Receipt of Bids

2. Receipt Of Bid For Plow And Spreader.
3. Receipt Of Bids For Airport Farming.

Consent Agenda

4. A Resolution Authorizing The City Manager To Purchase A Snow Plow And Spreader For The Public Works Department.
5. A Resolution Authorizing The City Manager To Execute A Farm Lease Between The City Of Moberly And Franklin Farms, LLC.
6. A Resolution Accepting The Proposal And Authorizing Contracting With Walker Consultants For A Downtown Parking Study.
7. A Resolution Approving A Work Authorization With Arcturis Inc., For Bidding Through Construction Administration Services As Part Of The Wayfinding Sign Project.
8. A Resolution Of The City Of Moberly, Missouri, Authorizing The City Manager To Enter Into A Professional Services Agreement With The Mark Twain Regional Council Of Governments To Provide EDA Grant Administration For The Moberly Industrial Park.

Ordinances & Resolutions

9. An Ordinance Authorizing A Cooperative Agreement For Brush Removal Between The City Of Moberly And Randolph County, Missouri.
10. A Resolution Approving A Lease Agreement With The Britney Dodge For Property Located At 128 N Williams Street And 122A N Williams Street And Authorizing The City Manager To Execute The Lease.
11. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

12. Department Head Monthly Reports.

Anything Else to Come Before the Council

13. Consideration Of Appointment To The Board of Adjustment.

Adjournment

14. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Real Estate Matters. §(610.021)(2) RSMo.

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

City of Moberly

City Council Agenda Summary

Agenda Number: #1.

Department: City Clerk

Date: December 18, 2023

Agenda Item: Approval Of The City Council Meeting Minutes For December 4 and 5, 2023.

Summary: Please find minutes from the last regular meeting on 12/04, and special meeting 12/05, in the packet for review.

Recommended

Action: Please approve the minutes for the permanent records of the City of Moberly.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Jeffrey**

M___ S___ **Kimmons**

M___ S___ **Kyser**

Passed Failed



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
December 4, 2023**

The Moberly City Council met in regular session at 6:00 p.m. in the City Hall Council Chambers, 101 West Reed Street, Moberly, MO, with Mayor Brubaker presiding.

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

Council Members answering the roll call were: Tim Brubaker, Brandon Lucas, Jerry Jeffrey, and John Kimmons. Absent: Austin Kyser.

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

A motion was made by Lucas and seconded by Kimmons to approve the minutes of the November 20, and November 29, 2023, Council meetings as presented. Ayes: Brubaker, Lucas, Jeffrey, and Kimmons. Nays: none. Absent: Kyser.

Jeffrey introduced **"A RESOLUTION EXPRESSING SUPPORT FOR LEGISLATION AUTHORIZING THE CITY OF MOBERLY TO IMPOSE A SALES TAX FOR THE PURPOSE OF PROVIDING REVENUE FOR PUBLIC SAFETY PURPOSES"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, and Kimmons. Nays: none. Absent: Kyser. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Jeffrey and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, and Kimmons. Nays: none. Absent: Kyser.

Jeffrey introduced **"A RESOLUTION AUTHORIZING THE PURCHASE OF FIRE HOSES FROM BANNER FIRE EQUIPMENT, INC. FOR THE MOBERLY FIRE DEPARTMENT"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, and Kimmons. Nays: none. Absent: Kyser. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, and Kimmons. Nays: none. Absent: Kyser.

Kyser entered the meeting at 6:05 p.m.

Kimmons introduced **“A RESOLUTION AUTHORIZING THE PURCHASE OF FIRE NOZZLES FROM ED M. TELLO EQUIPMENT CO., INC. FOR THE MOBERLY FIRE DEPARTMENT”** and made a motion for it to be read. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Jeffrey and seconded by Kimmons to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Lucas introduced **“A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NUMBER 2 TO TASK ORDER NUMBER 19 WITH BARTLETT & WEST, INC., SUPPLEMENTING A MASTER AGREEMENT DATED MARCH 3, 2020, TO PROVIDE ENGINEERING SERVICES FOR PHASE ONE OF KIWANIS PARK”** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced **“A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN NOVEMBER 17, 2023, AND NOVEMBER 30, 2023, IN THE AMOUNT OF \$506,486.98”** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Lucas made a motion to reschedule the January Council meetings by holding one meeting on January 16, 2023. Kyser seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Brooksie Mayville with MTAAA, LLC, d.b.a. Boozy Badger Brooksie Mayville at 604 Concannon Street, Moberly, MO, made application for a liquor license for consumption of intoxicating liquor on premises; retail sale of all intoxicating liquor by drink, including package sales; and retail sale of all intoxicating liquor by drink on premises, restaurant bar, Sunday only. Lucas made a motion to approve the liquor application. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

A motion was made by Jeffrey and seconded by Lucas to adjourn to a work session followed by a closed session to discuss the status of legal, real estate, personnel and negotiated contract matters. § (610.021)(1,2,12,13) RSMo. Roll call vote: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Work Session

The Following Was Discussed At The Work Session:

A Resolution Authorizing An Agreement With Terracon To Complete A Limited Site Investigation At The Moberly Industrial Park.

Consideration Of Two (2) Appointments To The Board Of Adjustment. *A motion was made by Kyser and seconded by Jeffrey to forward Rick Drown’s application to the next meeting and to not forward Shane Thomas’s application while staff looks into residency requirements. Pam Dollich of 18 Urbandale Drive was present and asked for clarification of the Board’s duties and suggested that the City posts the duties on Facebook. Staff confirmed that the duties of the board are currently posted on Facebook, as well as the City of Moberly website.*

Receipt Of Bid For Plow And Spreader.

Receipt Of Bids For Airport Farming 2024.

Downtown Parking Study.

Proposal For Moberly Wayfinding Implementation.

Grant Administration Of EDA Grant For Moberly Industrial Park.

Mr. Kimmons asked staff to please ensure that the duties of Boards and Commissions are posted on the City's website with a brief synopsis. Staff confirmed they are but will make sure that they are all up to date.

A motion was made by Jeffrey and seconded by Kyser to adjourn the work session at 6:31 p.m. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
December 5, 2023**

The Moberly City Council met in special session at 4:30 p.m. at the Moberly Municipal Building, 204 North Clark Street, Moberly, MO, with Mayor Brubaker presiding.

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

Council Members answering the roll call were: Tim Brubaker, Brandon Lucas, Jerry Jeffrey, Austing Kyser and John Kimmons.

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

A joint session with the Moberly City Council and Moberly Parks and Recreation Board was held. The following items were discussed.

Skating rink update

Future of The Fennel

Cage fights

Project list:

- Northeast Park Development
- Paving Gravel Lots
- Fox Park Parking Expansion
- Gazebo at Beuth Park
- Trail Development
- Municipal Auditorium Electrical Replacement
- Grober, Patrick, Meiner Improvements
- Fox Park (Or SE) Basketball Court
- Optimist Restroom Replacement

- Restroom South of Dog Park
- Beuth and Fox Restrooms
- New Park Maintenance Shop
- Skate Park (Optimist Field)
- Campground Extension
- Complex Improvements

Heritage Hills management contract

At approximately 6:31 p.m. a motion was made by Kimmons and seconded by Lucas to adjourn. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

DRAFT

City of Moberly

City Council Agenda Summary

Agenda Number: #2.
Department: Public Works
Date: December 18, 2023

Agenda Item: Receipt Of Bid For Plow And Spreader.

Summary: This is a Sourcewell Contract Bid. Attached is the bid.

Recommended

Action: Accept these bids.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

KNAPHEIDE
SINCE 1848

Seller: Knapheide Truck Equipment Co.
6603 BUSINESS 50 WEST
JEFFERSON CITY, MO 65109
www.knapheide.com

QUOTE:
147971-2
Quote Expiration:
10/08/2023

Contact(s): Dan Ranabargar (Outside Sales)
dranabargar@knapheide.com
5736599965

SOURCEWELL CONTRACT # 062222-DDY

Customer Information:

Customer: City Of Moberly Public Works
ID: 67061
Address:

Phone:
Contact: Tim G
Email: timg@cityofmoberly.com

Terms: Due Upon Receipt
Bid Spec:

Description: City of Moberly

Quote Information:

Customer Request Date:
Quote Completed Date:
of Units: 1

Delivery Information:

Total Price Includes F.O.B.: Your Plant
Ship Via:

Vehicle Information:

Make: Ford
Chassis Type: Chassis Cab
Rear Axle Type: SRW
Fuel Type: Gas
GVWR: 10900

Model: F-350
Cab Type: Regular
Drivetrain: 4x4
Transmission Type: Auto

Year: 2023
Cab to Axle: 60
Engine Size: 7.3
Wheelbase: 145

Item	Description	Quantity	Unit Price	Total
PACKAGE	Western 8'-6" Snow Plow	1.00	8,405.00	8,405.00
PACKAGE	Western Marauder Stainless Steel Spreader 2.2 cu yard Electric driven	1.00	6,830.00	6,830.00
35462967	Western Marauder Spreader Stainless Steel 2.2 cu yd AUGER ELECTRIC	1.00		
35005294	CUP HOLDER CONTROL MOUNT	1.00		
35005295	SPRDR CNTRL ADPTR CUP HOLD MT	1.00		
35557689	Install Hopper Spreader / Sprayer	1.00		
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			Subtotal:	\$15,235.00
			Total:	\$15,235.00

The following option(s) may be added:

Item	Description	Yes / No	Unit Price	Total
PACKAGE	Snow PLOW Deflector	Yes / No	250.00	250.00
PACKAGE	Western PULLOVER TARP KIT Protect de-icing material from the elements and lock out moisture to prevent material bridging with a pullover tarp. Fitted to the hoppers dimensions, the tarp features reinforced corners and potential wear points, cutouts to prevent interference with WESTERN Strobe and Worklight brackets, and a cutout for the new Rearview Material Monitoring Camera and mounting bracket. Comes standard with durable, rubber bungees for simple and secure install and removal.	Yes / No	615.01	615.01
PACKAGE	Western LED WORK LIGHT KIT (PRIMARY) A genuine WESTERN® LED Work Light system will grant you increased visibility at the rear of your spreader. Encased in anodized aluminum, and rated beyond -20° F, this LED Work Light system projects over 1000 lumens to help you monitor material distribution and illuminate potential hazards while backing up.	Yes / No	130.58	130.58

Customer PO _____

Total Price _____

Additional Notes: extra cost to occur if Knapheide would have to add tie downs in chassis bed

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, Visa and Discover. We do not accept American Express.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Jefferson City terms and conditions as stated above.

Customer Signature _____

Print Name _____

Title _____

Date _____

Dealer Code _____

Dealership _____

Location _____

Small Spreader	\$ 6830.00
Small Plow	\$ 8405.00
deflector	\$ 250.00
LED LIGHT KIT	\$ 130.58
Street CIP	
Total	\$ 15,615.58
Budgeted	\$ 16,500
W.PEAKSPORTSPINE.COM	

Carla Beal

From: Tim Grimsley
Sent: Monday, November 27, 2023 8:30 AM
To: Carla Beal
Subject: Fw: 2 Chassis Upfits

From: Dan Ranabargar <dranabargar@knapheide.com>
Sent: Monday, November 13, 2023 9:08 AM
To: Tim Grimsley <timg@cityofmoberly.com>
Subject: 2 Chassis Upfits

Good Morning Tim,
The quote for the plows etc. is still a good quote. Please sign off on it , mark what you want to add at the bottom and send to me. Along with the two VIN#'s of the chassis's. We will get the orders filled.
Thank You for your business.
Dan Ranabargar
573-230-5010

Dan Ranabargar | Outside Sales Representative

Knapheide Truck Equipment Co.
6603 Business 50 West // Jefferson City, MO // 65109
Main: // P: 573-469-0112 // M: 573-659-9965 // F: 573-893-5344 // jefferson-city.knapheide.com



City of Moberly

City Council Agenda Summary

Agenda Number: _____

#3.

Department: Public Works

Date: December 18, 2023

Agenda Item: Receipt Of Bids For Airport Farming.

Summary: We advertised in the newspaper November 15, 2023, and bids were opened at 10:00 a.m. November 29, 2023. Three bids were received and are attached. This was advertised as a three (3) year lease. Franklin Farms LLC is proposing it be a five (5) year lease. Please see the Addendum that Franklin Farms submitted with their bid.

Recommended

Action: Please accept these bids.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

Request for Proposal: Farm Lease Bid 2024

The **City of Moberly** is soliciting proposals from qualified farmers for a three (3) year lease to farm on approximately 155+/- acres, of property located on Business 63 North inside the Moberly City Limits.

Proposed Farm Lease Agreements as well as FSA arials and tillable acreage measurements can be viewed at the offices of the City of Moberly, Community Development at 101 W. Reed St. in Moberly, MO from 8:00 am to 5:00 pm Monday through Friday. If you have any questions about the specifications, feel free to contact Tom Sanders at (660) 269-7644.

All bids marked “**Farm Lease Bid**” are to be received by **10:00 am on Wednesday, November 29, 2023** to the following address:

Shannon Hance
City Clerk's Office
101 W Reed St.
Moberly, MO 65270

CITY OF MOBERLY

Farm Lease Bids 2024

"BID OPENING"

Sign-In Sheet

Date: 11/29/2023, 10AM

Name

Shannon Hance

Carla Beal

Company

City of Moberly

City of Moberly

CITY OF MOBERLY Farm Lease Bids 2024
"BID OPENING"


Date: 11/29/2023, 10AM

Phillip Sander	\$ 182. ³⁰ p.a.p.y.
Eric Jaecques	\$ 191. ⁰⁰ p.a.p.y.
Franklin Farms, LLC	\$ 216. ⁰⁰ p.a.p.y.
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Airport Farming Bid Sheet**Bids Due By 10:00 AM on November 29, 2023**Bid: \$ 182.30 per acre/per yearName: Phillip SanderAddress: 10279 Hwy 2 CairoPhone #: 660 998 1060Signature: Phillip Sander

Airport Farming Bid Sheet

Bids Due By 10:00 AM on November 29, 2023

Bid: \$ 191.⁰⁰ per acre/per yearName: Eric SaecquesAddress: 4013 CR 1520 Cairo, Mo 65239Phone #: 660-651-3279Signature: 

Airport Farming Bid Sheet

Bids Due By 10:00 AM on November 29, 2023

Bid: \$ 216.00 per acre/per year based on 155 ac.
- two hundred sixteen dollars - ~~2.2~~

Name: FRANKLIN FARMS, LLC

Address: 1788 COUNTY RD 1765, JACKSONVILLE, MO 65260

Phone #: 660-833-1601 (C) / 314-837-1700 (C)

Signature: John Lucche

John H Luecke
Franklin Farms, LLC
November 21, 2023

AIRPORT FARMING BID SHEET Addendum

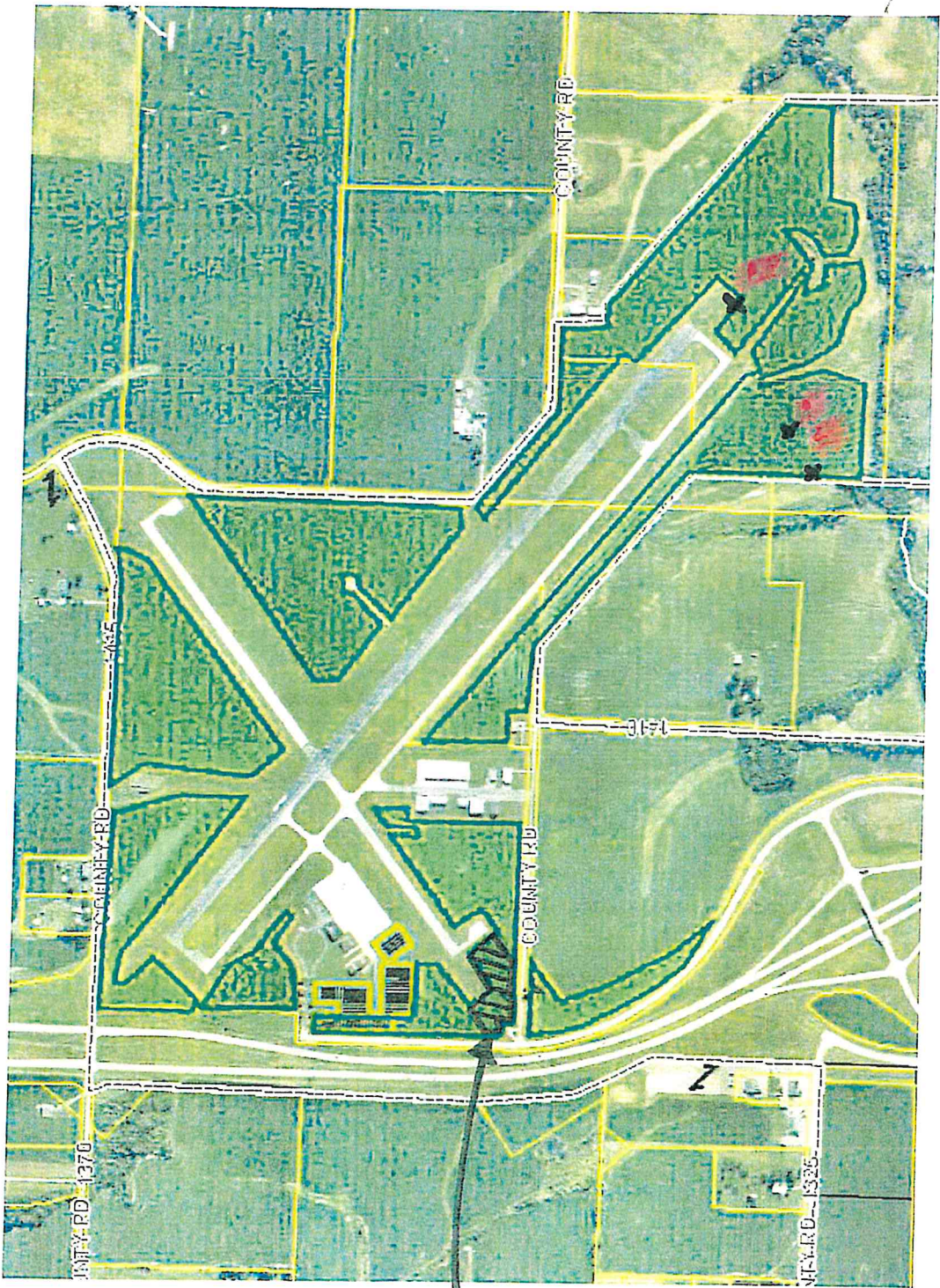
This proposal includes significant erosion repair to the (3) highlighted areas shown at SE end of runway on attached map.

Franklin Farms will repair the designated eroded areas to bring into FSA guideline compliance.

Areas to be repaired at **zero cost** to City of Moberly based on 5-yr lease agreement.



■ : erosion areas



2.5
READS

City of Moberly

City Council Agenda Summary

Agenda Number: #4.
 Department: Public Works
 Date: December 18, 2023

Agenda Item: A Resolution Authorizing The City Manager To Purchase A Snow Plow And Spreader For The Public Works Department.

Summary: This is a Sourcewell Contract Bid. Attached is the bid.

Recommended

Action: Accept these bids.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker**

___ ___

Council Member

M___ S___ **Lucas**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Jeffrey**

___ ___

M___ S___ **Kyser**

___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A SNOW PLOW AND SPREADER FOR THE PUBLIC WORKS DEPARTMENT.

WHEREAS, the Public Works Department contacted Sourcewell, a cooperative purchasing resource for governmental entities, to obtain a contracted for price for a snow plow and spreader; and

WHEREAS, Sourcewell had obtained a price from Knapheide Truck Equipment Company (“Knapheide”) in Jefferson City, Missouri for a Western brand 8’6” snow plow of \$8,405.00 with a Deflector of \$250.00 and a Western brand stainless steel 2.2 cubic yard spreader of \$6,830.00 with a LED work light kit of \$130.58; and

WHEREAS, City Staff recommends accepting the bid of Knapheide and purchasing the spreader and snow plow with accessories for a total cost of \$15,615.58.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to purchase the spreader and snow plow with accessories for the sum of \$15,615.58 and to take such other and further action necessary to accomplish the purposes of this Resolution.

RESOLVED this 18th day of December, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
170252	07/28/23

Customer			
CITY OF MOBERLY			
*****email invoices*****			
101 WEST REED ST			
MOBERLY	MO	65270	

Ship To			
CITY OF MOBERLY			
101 WEST REED ST			
MOBERLY	MO	65270	

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
quote tim	NET 30	DALE	07/28/23			

Item	Description	Ordered	UOM	Price Per	Total Price
SALES	per MODOT Spreader contract (60521C001600)	1.00	EA	0.00	0.00
MO18SCSPR128	13' Viking-Cives VCM-C-13-82-54 201SS drag chain spreader per MoDOT specification / includes tanks	1.00	EA	22,954.00	22,954.00
MSRP4395	Viking DOT upgrade package, which includes: manual rear-opening tailgate to allow quick dumping, removable poly floor, and remote chain tensioner (single axle)	1.00	EA	3,582.00	3,582.00
MSRP4400	Stainless steel tailgate latch bar	1.00	EA	390.00	390.00

Prepared By: dwillis@vikingcivesmidwest.com

Memo:

Customer must fill out the information below before the order can be processed.

Sub-Total	26,926.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	26,926.00

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts: NET 30 days

*Please note if chassis is furnished, it is as a convenience and terms are on Receipt of Chassis

City of Moberly

City Council Agenda Summary

Agenda Number: #5.
 Department: Public Works
 Date: December 18, 2023

Agenda Item: A Resolution Authorizing The City Manager To Execute A Farm Lease Between The City Of Moberly And Franklin Farms, LLC.

Summary: We advertised in the newspaper November 15, 2023 and bids were opened at 10:00am November 29, 2023. Three bids were received and are attached. This was advertised as a three (3) year lease. Franklin Farms LLC is proposing it be a five (5) year lease. Please see the Addendum that Franklin Farms submitted with their bid. Staff recommends accepting the best bid of Franklin Farms, LLC.

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___ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<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___ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FARM LEASE BETWEEN THE CITY OF MOBERLY AND FRANKLIN FARMS, LLC.

WHEREAS, the City owns approximately 155 acres of farm ground around and near the Omar N. Bradley Airport and sought bids from interested parties to cash rent the acreage; and

WHEREAS, three bids were received and the bid of Franklin Farms, LLC was determined by the bid price per acre of \$216.00 per year and the added agreement to repair erosion damage to be the best bid; and

WHEREAS, attached hereto and incorporated herein is a proposed farm lease between the parties providing for cash rent of \$216.00 per acre for a five (5) year term for the property.

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

RESOLVED this 18th day of December, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

FARM LEASE
CITY OF MOBERLY, MISSOURI

THIS LEASE is made this ____ day of _____, 2023, between the City of Moberly, Missouri, (hereinafter “City”) a municipal corporation and Franklin Farms, LLC a Missouri Limited Liability Company located at 1788 County Road 1765, Jacksonville, MO 65260 (hereinafter “Lessee” and together with the “City” may be referred herein as the “Parties”).

RECITALS

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. Lessee owns and operates various farming locations and is the successful bidder of a request for bids solicited by the City to farm acreage in and around the Omar N. Bradley Airport in Moberly, MO.
- C. The property leased hereunder is generally described as approximately 155 acres located around or near the Omar N. Bradley Airport in Section 24, Township 54, Range 14 in Randolph County, Missouri (hereinafter the “Premises”)
- D. The parties enter into this Farm Lease (hereinafter the “Agreement”) to specifically set forth the terms of this Agreement.

AGREEMENT

SECTION 1. RECITALS

The above stated Recitals are true and correct and are incorporated herein and made a part of this Lease Agreement.

SECTION 2. PREMISES

City hereby leases to Lessee, and Lessee hereby leases from City, the Premises. Lessee accepts the Premises “As Is,” subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

2.1 Waiver. Lessee hereby waives any claims for damages for any injury or inconvenience or interference with Lessee’s use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by City’s exercise of its rights under this Agreement or by the City’s actions taken for management and protection of the City’s property, resources, airport operations and visitors.

2.2 Ownership of Premises. This Agreement does not vest in Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with City.

2.3 Improvements. Lessee agrees to make improvements to the Premises during the term of this lease consisting of significant erosion repair to the three (3) areas highlighted at the SE end of the runway as shown on the attached Exhibit 1. Lessee shall also repair the designated eroded areas to bring them into compliance with FSA guidelines. This repair work shall be at no additional cost to the City in consideration of this five (5) year Agreement.

SECTION 3. TERM

3.1 Five Years. The term of this lease shall be for five years beginning on January 1, 2024, and ending on December 31, 2028.

3.2 Abandonment. Lessee shall occupy the Premises during the entire Lease Term, as described herein. If it fails to do so, Lessee shall be in default for abandoning the Premises.

SECTION 4. RENTAL AMOUNT

4.1 Annual. The agreed upon rental amount for the Premises is \$216.00 per acre per year for 155 acres. \$108.00 per acre shall be paid on March 31 and November 31 during each year of the lease term. Lessee may seek to participate in the United States Department of Agriculture (“USDA”) Commodity Credit Corporation Agricultural Risk Coverage Program during the term of this Agreement. If during the term of this Agreement, it is determined by the USDA/FSA that the actual number of acres farmed by Lessee is other than 155 acres then the rental amount shall be adjusted accordingly.

SECTION 5. LESSEE’S PERMITTED USE AND ACTIVITY

5.1 Use. Lessee may utilize the Premises only for the purposes necessary to conduct its usual farming operations.

5.2 Alterations. Lessee shall not make any alterations of any nature to the Premises without the written permission of the City.

SECTION 6. CITY’S OBLIGATIONS

6.1 City Inspection. City shall, at all reasonable times, have the full and unrestricted right to enter the Premises for the purpose of inspecting the leased area, for maintenance and to determine compliance with the terms of this Agreement.

6.2 Maintenance. City agrees to maintain the leased Premises in the same condition as when leased, ordinary wear and tear excepted, during the term of this Agreement.

SECTION 7. ASSIGNMENT

7.1 Lessee shall not assign, hypothecate, or in any manner transfer any interest in this Agreement to any person or entity directly or indirectly, by operation of law or otherwise, without first securing City’s express written approval of such transfer.

SECTION 8. LIABILITY

8.1 To the extent governed by applicable state law, each party will be responsible for its own acts and results arising from those actions, and shall not be responsible for the acts of the other party and results arising from those actions.

8.2 Each party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this Agreement. Each party’s liabilities shall be governed by applicable state law.

8.3 Lessee agrees to indemnify and hold the city harmless for any claim, causes of action, or judgement resulting from Lessee’s use of the property or injury or damage to any third party.

SECTION 9. INSURANCE

9.1 Lessee. Lessee shall be responsible for maintaining Commercial General Liability Insurance for its operations on the premises with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

9.2 Immunities. The parties hereto understand and agree that City is relying on and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other applicable sovereign, governmental, or official immunities and protections provided by the state of Missouri, from time to time amended, or otherwise available to City, or its elected officials or employees.

SECTION 10. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this lease Agreement by Lessee:

- A. The failure by Lessee to make any payment of Rent; or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice from City to Lessee.
- B. The failure by Lessee to comply with any other term of this Agreement.
- C. An unapproved or unauthorized transfer of any interest acquired under this Agreement.
- D. The discovery by City that any material information provided by Lessee related to this Agreement is materially false.

SECTION 11. REMEDIES

In the event of any material default or breach by Lessee, City may at any time thereafter, with or without notice or demand and without limiting City in the exercise of any right or remedy which City

may have by reason of such default or breach, avail itself of the following remedies, which are cumulative and not exclusive:

- A. City may recover possession of the leased Premises by any lawful means available to it, including self-entry, in which case this lease Agreement shall terminate immediately and Lessee shall immediately remove all personal property from the Premises. If, after thirty days’ notice in writing, Lessee shall fail to remove personal property City may remove such property to another location with Lessee assuming any risk of loss or damage to such property.

SECTION 12. TERMINATION

Upon notice of termination, Lessee shall be obligated to pay immediately any Rent, obligations or other fees due and owing to City. By the date given for termination, Lessee shall vacate the Premises and immediately remove all personal property.

If Lessee fails to vacate the Premises or fails to remove all personal property from the Premises, City may enter and recover possession. City may also, at its election, dispose of any remaining personal property and charge all costs associated with such disposal to Lessee. City shall deem any personal property remaining on the Premises as having been abandoned by Lessee.

SECTION 13. NOTICES

All notices, demands, requests or approvals to be given under this lease Agreement shall be given in writing and shall be by hand delivery, overnight mail service, registered or certified mail, or regular first-class mail. All notices, demands, requests or approvals from Lessee to City shall be addressed to:

City Manager
101 West Reed Street
Moberly, MO 65270

All notices, demands, requests or approvals from City to Lessee shall be addressed to:

John Luecke
1788 County Rd. 1765
Jacksonville, MO 65260

Jeremy Luecke
3009 Douglas Road
PO Box 1256
Florissant, MO 63031

SECTION 14. MUNICIPAL AUTHORITY

City may only act through its City Council to approve this Agreement therefore execution of this Agreement is contingent upon approval by the Moberly City Council.

SECTION 15. GOVERNING LAW

This lease Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of Missouri. Venue may be appropriate in the Randolph County Circuit Court.

SECTION 16. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

Lessee agrees to comply with Missouri Revised Statute Section 285.530 in that Lessee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

SECTION 17. PUBLIC RECORDS ACT

City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law.

SECTION 18. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties relative to the lease. All previous or contemporaneous contracts, representations, promises and conditions relating to the lease are superseded.

SECTION 19. COUNTERPARTS

This lease Agreement may be executed in several counterparts, each of which is an original, and all of which together constitute but one and the same document.

SECTION 20. NO PROMISE OF FUNDING

Other than as specifically set forth herein, this Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this Agreement. Expenditures by each party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that any appropriation, tender, or allocation of funds for such expenditures.

IN WITNESS WHEREOF, the parties have executed this lease Agreement on the date set forth above.

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI LESSOR

Randall D. Thompson
City Attorney

By: _____
Randall D. Thompson
City Manager

ATTEST:

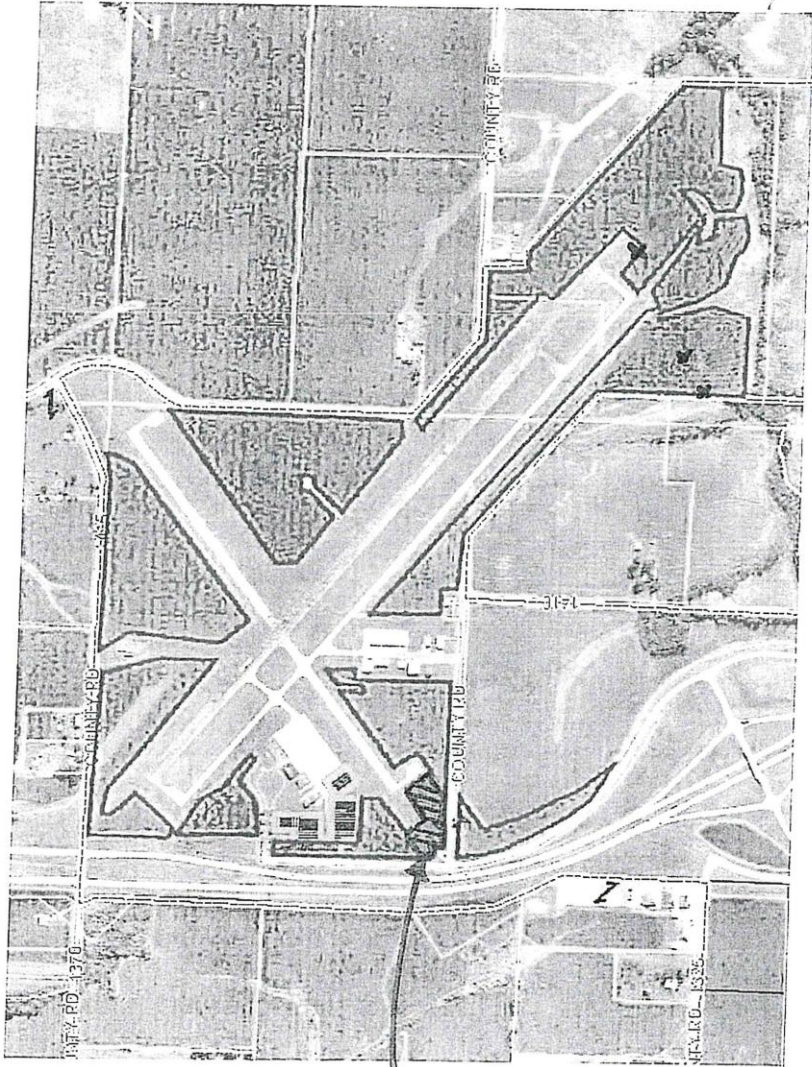
Shannon Hance, MRCC, City Clerk

FRANKLIN FARMS, LLC LESSEE

John Luecke, Member/Manager

WS #4.

: erosion areas



2.5
ROAD

CITY OF MOBERLY

Farm Lease Bids 2024

"BID OPENING"

Sign-In Sheet

Date: 11/29/2023, 10AM

Name

Shannon Hance

Carla Beal

Company

City of Moberly

City of Moberly

CITY OF MOBERLY Farm Lease Bids 2024
"BID OPENING"


Date: 11/29/2023, 10AM

Phillip Sander	\$ 182. ³⁰ p.a.p.y.
Eric Jaecques	\$ 191. ⁰⁰ p.a.p.y.
Franklin Farms, LLC	\$ 216. ⁰⁰ p.a.p.y.
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Airport Farming Bid Sheet**Bids Due By 10:00 AM on November 29, 2023**Bid: \$ 182.30 per acre/per yearName: Phillip SanderAddress: 10279 Hwy 2 CairoPhone #: 660 998 1060Signature: Phillip Sander

Airport Farming Bid Sheet

Bids Due By 10:00 AM on November 29, 2023

Bid: \$ 191.⁰⁰ per acre/per yearName: Eric JaecquesAddress: 4613 CR 1520 Cairo, Mo 65239Phone #: 660-651-3279Signature: 

Airport Farming Bid Sheet

Bids Due By 10:00 AM on November 29, 2023

Bid: \$ 216.00 per acre/per year based on 155 ac.
- two hundred sixteen dollars - ~~2.2~~

Name: FRANKLIN FARMS, LLC

Address: 1788 COUNTY RD 1765, JACKSONVILLE, MO 65260

Phone #: 660-833-1601 (C) / 314-837-1700 (C)

Signature: John Lucchese

John H Luecke
Franklin Farms, LLC
November 21, 2023

AIRPORT FARMING BID SHEET

Addendum

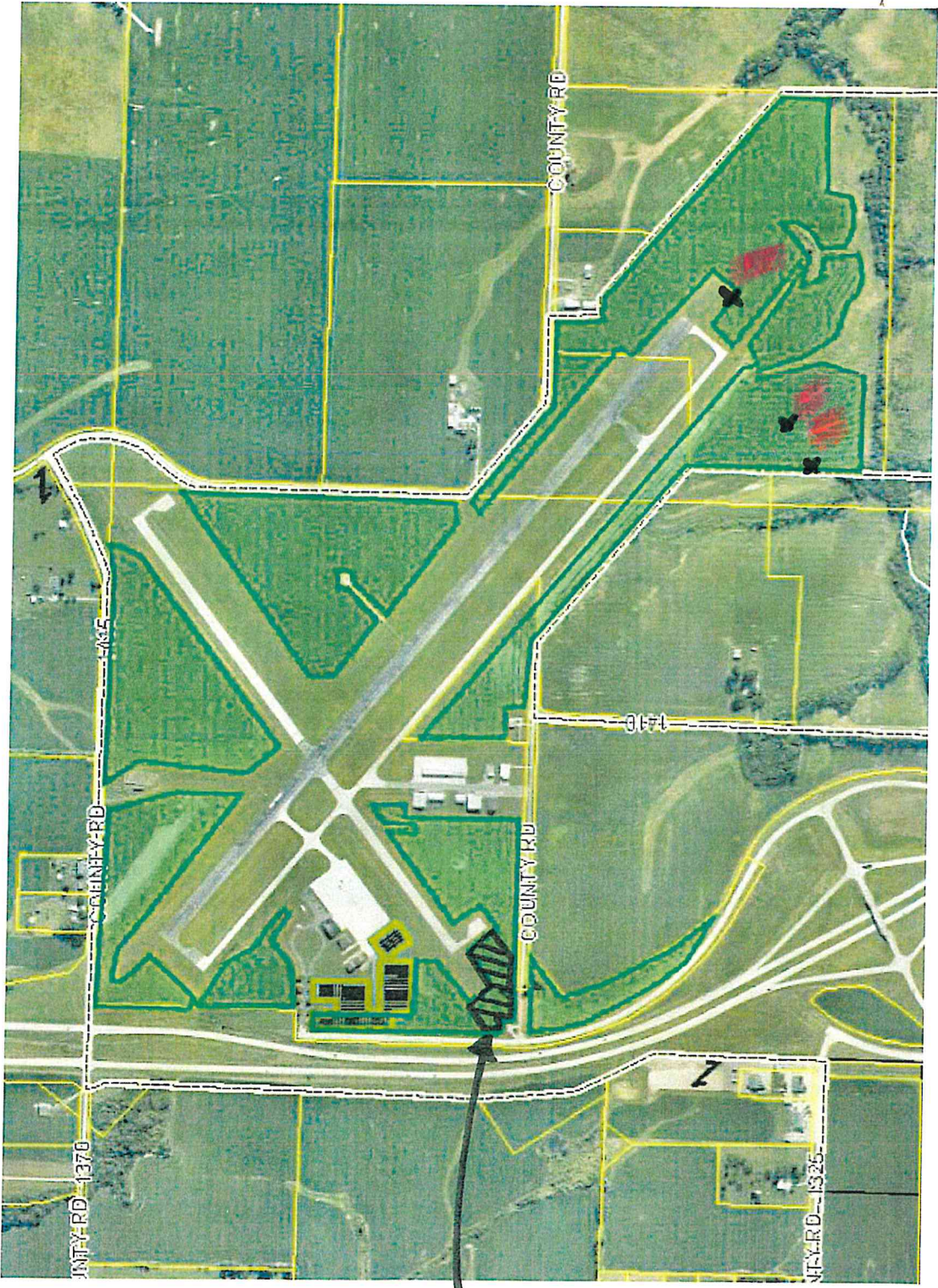
This proposal includes significant erosion repair to the (3) highlighted areas shown at SE end of runway on attached map.

Franklin Farms will repair the designated eroded areas to bring into FSA guideline compliance.

Areas to be repaired at **zero cost** to City of Moberly based on **5-yr** lease agreement.



 : erosion areas



2.5
feet

City of Moberly

City Council Agenda Summary

Agenda Number: #6.

Department: Comm. Dev.

Date: December 18, 2023

Agenda Item: A Resolution Accepting The Proposal And Authorizing Contracting With Walker Consultants For A Downtown Parking Study.

Summary: Attached is a scope/fee for a comprehensive downtown parking study. I would not only look at parking space sizing/layout, it would also take in timing, enforcement and current and projected need for off-street parking.

The diagram below identifies what I sent them as to our needs and what exists in the downtown and immediate surroundings.

This project is not budgeted in a specific line item, and if approved, likely would have to be funded by Transportation Trust Fund.

Recommended

Action: Approve this resolution

Fund Name: Transportation Trust

Account Number: 600.000.5406

Available Budget \$: 36,959.28

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO._____

RESOLUTION NO._____

**A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING
CONTRACTING WITH WALKER CONSULTANTS FOR A DOWNTOWN PARKING
STUDY.**

WHEREAS, City Staff identified parking issues in the downtown including congestion, overparking and increased size of vehicles to various consultants seeking advice, suggestions, or solutions; and

WHEREAS, two proposals were received including the proposal of Walker Consultants for the sum of \$7,000.00; and

WHEREAS, City Staff recommends acceptance of the Walker Scope of Work attached hereto which will include a summary of findings and conclusions to address downtown parking issues.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the proposal of Walker and authorizes the City Manager to contract with Walker for the needed services for the sum of \$7,000.00 and to take such other and further actions necessary to accomplish the purposes of this Resolution.

RESOLVED this 18th day of December, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Scope of Work

The below scope of work was developed based on Walker's understanding of the current issues being faced by the City of Moberly related to public parking in its downtown. As Walker understands it, the current design of parking areas on certain streets, combined with the size of people's personal vehicles (namely large trucks), has created issues for drivers passing comfortably on these streets. Additionally, existing on-street parking time limits are not being enforced, resulting in some vehicles remaining parked longer than the posted limits, in some cases for multiple days at a time. Finally, the City is concerned that its current supply of off-street public parking may be inadequate to serve the demand in the future, given a notable increase in the number of people living in downtown.

Based on this understanding, Walker proposes the following scope of work to help the City address these issues within the study area shown in the map included below.

1. Request from the City and review available information related to on-street parking rules and regulations, enforcement practices, and other aspects of parking within the study area, and obtain and review plan drawings of all City-owned on- and off-street parking.
2. Meet in person with City representatives to discuss current parking issues in downtown in greater detail and to gather information about any known or potential development projects or other changes which may increase activity levels in downtown.
3. Conduct observations within the study area over the course of two consecutive weekdays (determined in consultation with the City) to document the number of parked vehicles along each block face and in the City's off-street parking lots during typical peak demand periods.
4. In consultation with the City, identify any cities that are considered peers of Moberly and conduct research to identify, to the extent possible, the defining characteristics of the on- and off-street parking systems in these cities.
5. Review the geometrics of the existing on-street parking areas highlighted in the included study area map and evaluate alternate parking geometrics to determine if greater levels of service are feasible. This evaluation will be performed via marked-up sketches and text commentary.
6. Based on the characteristics of Moberly and the information gathered in the previous tasks, identify best practices in on-street parking operations and management that could be implemented in Moberly to better manage on-street parking within the study area.
7. Evaluate the need for the City to acquire additional off-street parking lots in downtown to accommodate existing and anticipated future public parking demand in downtown.
8. Summarize the findings and conclusions of the analyses in a memo and submit to the City for review and comment.
9. Update the memo based on comments receive from the City and issue a final report in electronic format.





City of Moberly

City Council Agenda Summary

Agenda Number: #7.
Department: Community Development
Date: December 18, 2023

Agenda Item: A Resolution Approving A Work Authorization With Arcturis Inc., For Bidding Through Construction Administration Services As Part Of The Wayfinding Sign Project.

Summary: In order for the City to send out for bids, we need the specifications, locations, and plans for the proposed wayfinding signage prepared in bid documents and sent out to all qualified areas sign companies.

Arcturus has submitted a proposed scope of services for the plans, specifications and bidding efforts as well as Fabrication and Construction Administration. Total for this work is a not to exceed of \$20,000 + reimbursable expenses of \$3,000.

I assume this cost would be split up in the same percentages as the initial study?

20% - Parks and Recreation = \$4,600
40% - Depot District - Downtown = \$9,200
40% - Greater Community = \$9,200

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO:_____

RESOLUTION NO:_____

**A RESOLUTION APPROVING A WORK AUTHORIZATION WITH ARCTURIS INC.,
FOR BIDDING THROUGH CONSTRUCTION ADMINISTRATION SERVICES AS
PART OF THE WAYFINDING SIGN PROJECT.**

WHEREAS, on June 20, 2022, this Council adopted Ordinance No. 9707 approving a Cooperative Agreement with the Downtown Moberly Community Improvement District for Wayfinding Signage; and

WHEREAS, on August 7, 2023, this Council adopted Resolution No. R1504 approving design recommendations from Arcturis, Inc., for wayfinding signage; and

WHEREAS, the City has now received a proposed Work Authorization proposal from Arcturis, Inc., to provide bidding services (preparing sign specifications, locations, plans for wayfinding signage and issuing bid packages) and construction administration services for the wayfinding project for the sum of \$23,000.00 with \$9,200.00 of that sum being provided by the Downtown CID; and

WHEREAS, City Staff recommend approval of the Work Authorization and funding of this phase of the wayfinding project.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Work Authorization from Arcturis, Inc., and hereby authorizes the City Manager to proceed with the project as so provided and further approves the sum of \$23,000.00 for said services and further to take such other and further action necessary to carry out the purpose of this Resolution.

RESOLVED this 18th day of December, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

WORK AUTHORIZATION

Date: October 13, 2022

Project Name: Moberly Wayfinding & Signage Implementation
Principal: Megan Ridgeway
Project Manager: Jane Winburn

Client: City of Moberly
Client Contact: Tom Sanders
Director of Public Works/Community Development

Client Address: 2300 N Morley Street
Moberly, MO 65270

Billing Contact: Tom Sanders
tsanders@cityofmoberly.com

1. PROJECT DESCRIPTION

The City of Moberly has requested a proposal for implementation and construction administration services for new signage and wayfinding for The City of Moberly, MO.

The scope of work that follows outlines Arcturis design services for bidding through construction administration (CA) of the following:

- Signage System
 - Directional – vehicular and pedestrian wayfinding
 - Identification – monuments, buildings, parking lots and other facilities
- Location Plans for all signs
 - Phased approach for implementation including specific location-based plans per each planned location and phase.

2. SCOPE OF SERVICES [the “Services”]

All services may not be performed in the exact sequence as listed; or in some cases, two or more may be performed simultaneously. Note that we have included four (4) main meetings throughout this project with specific goals but understand that we will set up a biweekly construction meeting, during fabrication and installation phases, based on The City of Moberly’s preference.

2.1. Phase Implementation Plan

During this phase we will establish and confirm the strategy for implementation of signage in a phased multi-year delivery. Arcturis will assist The City of Moberly in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for fabrication.

2.1.1. Arcturis will provide the following:

- .1 Prep kick-off meeting materials:
 - 2.1.1.1.1. Site plans highlighting focus areas.
- .2 **Meeting 01 (Virtual meeting):** Conduct kick-off meeting with Client to review and confirm scope of work, schedule, key goals, responsibilities, and approval process.
- .3 Understand and outline project parameters.

2.2. Bidding or Negotiation

Arcturis will assist The City of Moberly in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for fabrication.

2.2.1. **Meeting 02:** Contractor Meeting on site. The City of Moberly, Arcturis, and selected bidders will review all outstanding questions, drive by key areas to be implemented as the “Prototype”.

- 2.2.2. Arcturis will provide the following:
 - 1. Respond to questions from bidders and provide clarification or interpretation of the bidding documents.
 - 2. Assist Client with review of bids or proposals and make recommendations.
- 2.2.3. Client Responsibilities:
 - .1 Bidding and procurement instructions to complete the bid package.
 - .2 Issuance and administration of the bid packages to three (3) bidders.
 - .3 Final selection of successful bidder and notifications to bidders.
- 2.2.4. Meetings:
 - .1 Meeting 02: Contractor Meeting
 - .2 Meeting 03 (Virtual Meeting): Contractor Selection

2.3. Fabrication and Construction Administration

The purpose of this phase is to ensure that construction is being completed as outlined in the construction contract documents.

- 2.3.1. Arcturis will provide the following:
 - .1 Prepare digital artwork files and send to selected fabricator.
 - .2 Review shop drawings and sample submissions for the purpose of checking for general conformance with the information given and the design concept expressed in the construction documents.
 - .3 Meet with installers on site to review installation areas and any other final details prior to start of installation.
 - .4 Ensure The City of Moberly coordinates any repairs needed during removal of existing signage, prior to installation of new signs.
 - .5 Coordinate temporary signage as needed.
 - .6 Perform detailed inspections with owner's representative, contractor/fabricator/installer representatives, to determine conformity of the work to the contract documents.
 - .7 Prepare a list of items to be completed or corrected, if necessary.
 - .8 **Meeting 04:** Perform final inspection with Owner's representative upon notice that the work is ready for final inspection and acceptance to verify that all items have been completed.
 - .9 Prepare final Master Implementation document.
- 2.3.2. Meetings:
 - .1 Meeting 04: Project Final Inspection on site
- 2.3.3. Deliverables at the end of this phase:
 - .1 Project close out documents.

3. ADDITIONAL SERVICES

The following additional services listed below are optional value-added benefits and not included under this contract. These services are opportunities for The City of Moberly to communicate a consistent message through various materials. In the event Arcturis recommends such additional services, Arcturis shall notify Client, but shall not proceed with any such additional services without written approval.

- .1 Artwork provided as part of the basic services will include artwork for all signs where type is most prevalent. Artwork for specialty signs and mapping is not part for the basic services and will be prepared on an hourly basis. Arcturis will prepare final artwork in Macintosh platforms. As part of the specification, it will be the fabricator's responsibility to pay for translation of supplied disks into another format other than those provided by Arcturis.
- .2 Additional signage and wayfinding components not included in the Wayfinding & Signage Standards.
- .3 Branding, Identity and Logo design services.
- .4 Map illustrations and artwork for wayfinding
- .5 Additional meetings and travel time will be additional at the standard hourly rates
- .6 Engineering of any sign elements
- .7 Writing and/or development of sign content
- .8 Signage Permits if required.

4. PROJECT TEAM

The listing below designates team members for this project. Additional team members may be added as required.

4.1. Arcturis

Russell Dow, Lead Designer
Jane Winburn, Project Manager
Braeden Koster, Designer
Megan Ridgeway, Principal

5. SCHEDULE

Bidding/Permitting:	6 Weeks
Contract Administration:	12+ Weeks

Project extension, caused by no fault of the Architect, beyond four weeks of identified duration shall be terms for additional services.

6. COMPENSATION

The above-listed scope of work will be for an hourly not-to-exceed fee of \$20,000.00 (TWENTY THOUSAND), plus reimbursable expenses of \$3000.00 (THREE THOUSAND). The parties acknowledge and agree that the foregoing amount is merely an estimate and the actual fee due hereunder may be more or less than such amount, based on the work performed by Arcturis.

The scope of work and the attached Terms and Conditions of Agreement as outlined in this Work Authorization are satisfactory and are hereby accepted. Arcturis may proceed with the work, and payment will be made as set forth herein.

The scope of work and the attached Terms and Conditions of Agreement as outlined in this Work Authorization are satisfactory and are hereby accepted. Arcturis may proceed with the work, and payment will be made as set forth herein.

Agreed to by:

Arcturis

City of Moberly

Authorized Representative Date

Authorized Representative Date

Principal

Title

Title

AIA 2030 Commitment

The AIA 2030 Commitment is an actionable climate strategy that gives us a set of standards and goals for reaching net zero emissions in the built environment. As signatory to this commitment, Arcturis encourages our partners and clients to consider design strategies that help reduce our carbon footprint and provide a better built environment.

For more information please visit: <https://architecture2030.org/>

TERMS AND CONDITIONS OF AGREEMENT

Fee Guarantee

Arcturis reserves the right to review the fee in this Agreement, and revise same, if no action has been taken by Client to implement the project 45 days after the date of this Agreement. Arcturis also reserves the right to review the compensation rates annually.

Project Commencement

Project work commences when Arcturis receives Client's written authorization.

Invoices

Client will receive an invoice every month for services performed during the previous month or as established in the payment schedule. Payment is due upon receipt. Interest will be added 30 days after the invoice date, at the maximum rate allowed by law. Arcturis has the right to suspend work, without breach of contract, if Client's account is past due.

Reimbursable Expenses

For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten Percent (10%) on the following: mileage, transportation and living expenses; reproduction of project documents; postage and delivery. Consultants and specialized services, additional insurance that Client requests; renderings and physical models, unless noted otherwise.

Change of Scope

This is work beyond what is agreed to in this document, including revisions due to Client's adjustments in the scope, budget, or quality of the project. Arcturis will issue a Change of Scope form documenting the change and its effect on the fee and schedule.

Hourly Rates

For work performed on an hourly basis, Arcturis' rate schedule is as follows:

Senior Principal	260.00
Principal	230.00
Sr. Architect/Designer V	200.00
Sr. Architect/Designer IV	188.00
Sr. Architect/Designer III	170.00
Sr. Architect/Designer II	155.00
Sr. Architect/Designer I	140.00
Designer/Architect IV	125.00
Designer/Architect III	110.00
Designer/Architect II	98.00
Designer/Architect I	88.00
Administrative Support	78.00
Production Support	78.00
Intern Architect	78.00

Rates are subject to review at the end of each Arcturis fiscal year.

Project Suspension and Project Delays

If the project is delayed as a result of delays in the Client's review process, time expenditures occurring beyond the original project completion date will be charged at standard hourly rates, current at that time, or at a fixed fee. If Client puts the project on hold for more than 60 days, Arcturis reserves the right to renegotiate the balance of its fee to reflect current personnel expenses. A restart fee will also be charged at a rate of between \$500.00 - \$1,000.00 to cover administrative and personnel rescheduling costs.

TERMS AND CONDITIONS OF AGREEMENT (CONT.)

Arcturis Insurance

Arcturis is protected by Workman's Compensation, Professional Liability and General Liability Insurance. Insurance verification is available upon request. If Client requires additional coverage, Client will reimburse Arcturis for increased premiums. Arcturis will not be responsible for any loss, damage or liability arising from Client's negligent acts, errors and omissions; or those by Client's consultants, contractors and agents; or from those of any person for whose conduct Arcturis is not legally responsible.

Indemnification - DELETED

Agreement Termination

This Agreement may be terminated upon seven days written notice by either party if the other party fails to perform by the terms and conditions stated in this document. In the event of either termination or project suspension, Client will pay Arcturis for services performed and reimbursables incurred to date.

Asbestos and Hazardous Waste

Arcturis does not perform services related to the identification, containment or removal of asbestos or hazardous waste, nor will it assume liability for any damages or costs related to these materials.

Publicity

Client agrees to credit Arcturis by name and title in all publicity involving the project. Arcturis will publicly reveal project information only with Client's prior approval.

Successors and Assigns

Client and Arcturis agree respectively to bind themselves, their successors and their assigns to the terms of this Agreement.

Shop Drawing Review

Arcturis' review of shop drawings shall be for general conformance to the design concept and shall not relieve any contractor or subcontractor from the obligation to comply with the contract documents.

Standard of Care

Services performed by Arcturis will be conducted with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty, expressed or implied, is made.

Construction Means and Methods Arcturis shall not be responsible for any aspects that affect or are affected by means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. Neither Client nor Architect shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Clients or Architects employees, agents, or consultants.

Electronic Data

Like our paper documents, electronic data are instruments of the professional services we provide. They are not products.

Upon completion of the project, Arcturis will provide electronic files in the format in which they were created and grant you an unlimited License for Use of Electronic Data. This license is not intended for any purpose or project other than the project that is the subject of this Contract- This agreement will serve as a **License for Use of**

Electronic Data/ Agreement for Release of Liability.

Client agrees, to the fullest extent permitted by law, to indemnify and hold Arcturis harmless from any damage, liability, or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than Arcturis or from any reuse of the drawings and data. Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by Arcturis and Arcturis makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Professional Photography & Publicity

Arcturis often chooses to have projects professionally photographed during and / or upon its completion. Client acknowledges that this is permissible and that such photography is permissible to utilize in Arcturis electronic and hard copy marketing materials and portfolio for promotion of Arcturis services. Should the Client prefer such photographs not be used publicly, Client shall document this in writing to Arcturis. Should Client desire to utilize the photographs taken by Arcturis, Client is solely responsible for all costs associated with copyright, usage, publication and so on as set forth by the Photographer.

Limitation of Liability

To the maximum extent permitted by law, the Client agrees to limit Arcturis' liability for the Client's damages to the sum of \$ 25,000 or Arcturis' fee whichever is greater. This limitation shall apply regardless of cause of action or legal theory, pled or asserted.

Design/Build Client may solicit Design/Build proposals from subcontractors, based on Arcturis' documents, understanding that Client is responsible for engineering services and certifications, for code compliance and the coordination of this work. Arcturis will review these documents only for consistency with its design concept.

Employees

The Client agrees that it will not solicit or hire, directly or indirectly, any employee of Arcturis, without the prior written approval of Arcturis.

Choice of Law

This Agreement shall be governed by the laws of the State of Missouri, including Choice of Law.

"NOTICE TO THE CITY"

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

City of Moberly

City Council Agenda Summary

Agenda Number: #8.

Department: Comm. Dev.

Date: December 18, 2023

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Authorizing The City Manager To Enter Into A Professional Services Agreement With The Mark Twain Regional Council Of Governments To Provide Eda Grant Administration For The Moberly Industrial Park.

Summary: This is the Admin contract with MTCOG for the EDA component of the Industrial Park Infrastructure project to build the Robertson Road component of the project.
The agreement is for \$15,000 to administer the EDA component of the combined grants for the industrial park infrastructure grants. This is a complex program with an extensive amount of paperwork and documentation for the federal audit. While this is only for the EDA component, MTCOG is an excellent group to work with and will assist with the Governors Cost Share and Industrial Site Grants that are associated with the combined project. This fee will be paid out of the Transportation Trust fund and is a reimbursable expense as part of the EDA program.

Recommended

Action: Approve this resolution.

Fund Name: Transportation Trust

Account Number: 600.000.5406

Available Budget \$:

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___ Brubaker	<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___ Lucas	<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___ Jeffrey	<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"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH THE MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS TO PROVIDE EDA GRANT ADMINISTRATION FOR THE MOBERLY INDUSTRIAL PARK.

WHEREAS, the City has been awarded three grants to be used toward the Moberly Industrial Park road extension work to extend McKeown Parkway West to beyond the proposed intersection of Robertson Road and to extend Fowler west to connect with Buchanan; and

WHEREAS, the City has received an ARPA grant and a Governor’s Cost Share grant in addition to an EDA grant for this project; and

WHEREAS, the City consistently relies upon the Mark Twain Regional Council of Governments (“MTRCG”) to provide grant administrations services on federal grants and has asked them to propose a contract for said services with regard to the EDA grant; and

WHEREAS, attached hereto is a proposed Professional Services Agreement from MTRCG to provide grant administration services for the sum of \$15,000.00 which City Staff recommend be approved.

NOW, THEREFORE, BE IT RESOLVED this 18th day of December, 2023, by the City Council for the City of Moberly, Missouri, that the MTRCG Professional Services Agreement attached hereto is hereby approved and the City Manager is authorized to execute the agreement on behalf of the City and further that the City Manager is hereby authorized to take such other and further action necessary to accomplish the purpose of this Resolution.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

City of Moberly and Mark Twain Regional Council of Governments
PROFESSIONAL SERVICES CONTRACT

PART I - AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2023, by and between the Mark Twain Regional Council of Governments, hereinafter called the “***District***,” acting herein by Cindy Hultz, Executive Director of the Mark Twain Regional Council of Governments, hereunto duly authorized, and City of Moberly, hereinafter called the “***City***” acting herein by Tim Brubaker, Mayor, for City of Moberly.

WITNESSETH THAT:

WHEREAS, the City desires to implement EDA Project Number ED23DEN0G0081, an Economic Adjustment Assistance project funded by the U. S. Department of Commerce and administered by the Denver Regional Office of the Economic Development Administration; and

WHEREAS, the City is and will act with authority as the Fiscal Agent for the EDA funded project identified above, and

WHEREAS, the City desires to engage the District to render certain project management, reporting and support services in connection with the EDA project.

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services**
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. **Time of Performance** - The services of the District shall commence on October 1, 2023. All of the services required and performed hereunder shall be completed no later than April 01, 2027.
3. **Access to Information** - It is agreed that all information, data, reports and records and/or other information as is existing, available and necessary for the carrying out of the work outlined above shall be furnished to the District by the City and its agents. No charge will be made to the District for such information and the City and its agents will cooperate with the District in every way possible to facilitate the performance of the work described in the Agreement.
4. **Compensation and Method of Payment** – The maximum amount of compensation to be paid hereunder shall not exceed fifteen thousand dollars (\$15,000.00). Payment to the District shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Agreement, which is hereby incorporated by reference into this Agreement. Should the Project be completed in its entirety prior to the period allowed for its completion, all of the District’s responsibilities and services required under this Agreement be fully completed, and all obligations to the EDA are met, full compensation to the District in the amount of fifteen thousand dollars (\$15,000.00) shall be completed at that time. Interim payment to the District shall be upon percentage completion of the Scope of Services.

5. **Indemnification** – The District shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agents from and against them, and shall assume full responsibility for administering the project identified above.
6. **Miscellaneous Provisions**
1. This Agreement shall be construed under and in accord with the laws of the State of Missouri, and all obligations of the parties created hereunder are performable in Randolph County, Missouri.
2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
3. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All other terms hereof shall remain in full force and effect.
4. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
5. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
7. **Terms and Conditions** - This Agreement is subject to the provisions titled, “Part IV Terms and Conditions” and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals as of the date first affixed above.

City

District

Tim Brubaker
Mayor

Cindy Hultz,
Executive Director

PROFESSIONAL SERVICES CONTRACT

PART II - SCOPE OF SERVICES

The District shall provide the following scope of services:

1. **Project Management**

1. Develop a record keeping and filing system consistent with program guidelines.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to City's personnel on implementation of the EDA project and regulatory matters pertaining thereto.
4. Furnish the City with necessary completed forms and reporting required for implementation of the EDA project.
5. Assist the City in meeting all special award condition requirements that may be stipulated in the EDA Financial Assistance Award between the City and U. S. Department of Commerce, Economic Development Administration, Denver Regional Office.
6. Prepare and submit all required project reporting required by EDA Project Number ED23DEN0G0081, including but not limited to progress reporting, quarterly reporting, and other reporting included in the EDA Financial Assistance Award between the City and the EDA Denver Regional Office.
7. Establish internal procedures to document expenditures associated with local administration of the project.
8. Serve as liaison for the City during the implementation and completion of the EDA project with any monitoring visit by staff representatives from EDA or its Denver Regional Office.

2. **Financial Management**

1. Assist the City improving its ability to manage and report progress and use of funds from federal sources through the Denver Regional Office of the EDA for the project identified above.
2. Assist the City in compliance with all EDA rules, regulations, specifications, or other directives pertinent to the identified project.
3. Prepare and submit all reporting for all funded and scheduled drawdowns of project funds on behalf of the City, in order to ensure orderly, timely allocation and disbursement of funds within the period of this agreement.
4. Review invoices received for payment and file back-up documentation.

5.

Provide general advice and technical assistance to the City and its agents on implementation of the EDA project and regulatory matters pertaining thereto.
6.

Assist the City in interpreting and complying with established procedures for the EDA project and reporting to the Denver Regional Office.
7.

Provide general advice and technical assistance to the City and its agents on implementation of the EDA project and associated regulatory matters.

PROFESSIONAL SERVICES CONTRACT

PART III - PAYMENT SCHEDULE

The City shall contract a fixed amount with the District for grant administration services provided for completion of the Scope of Services in the amount of fifteen thousand dollars(\$15,000.00), based upon milestones depicting percentage completion of the Scope of Services. The payments to the District will be made from funds provided by the City. Milestones established for payment and the amounts paid are as follows:

Payment Schedule		
Payment	Amount	Basis of Payment
I	\$ 3,000	Completion of twenty percent (20%) of the Scope of Services identified herein.
II	\$ 3,000	Completion of forty percent (40%) of the Scope of Services identified herein.
III	\$ 3,000	Completion of sixty percent (60%) of the Scope of Services identified herein.
IV	\$ 3,000	Completion of eighty percent (80%) of the Scope of Services identified herein.
V	\$ 3,000	Completion of one hundred percent (100%) of the Scope of Services identified herein.
Total Payment	\$ <u>15,000</u>	

All payments shall be determined by the City from its estimates of completion of the entire EDA project.

Payment to the District shall be made from those estimates and in the amounts prescribed above.

PROFESSIONAL SERVICES CONTRACT

PART IV - TERMS AND CONDITIONS

1. **Termination of Contract.** If, through any cause, the District shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the City as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date.

If the Contract is terminated by the City as provided herein, all finished or unfinished documents, information or reports prepared by the District under this Contract shall, at the option of the City, become its property and the District shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the District shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the District, and the City may withhold any payments to the District for the purpose of set-off until such time as the exact amount of damages due the City from the District is determined.

2. **Termination for Convenience of the County.** The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the District. If the Contract is terminated by the City as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the District, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The City may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation which are mutually agreed upon by and between the City and the District shall be incorporated in written amendments to this Contract.
4. **Personnel.**
 1. The District represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
 2. All of the services required hereunder will be performed by the District or under its

supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

3. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. **Assignment of Contract.** The District shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: Provided, however, that claims for money by the District from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. **Reports and Information.** The District, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the District under this Contract are confidential, and the District agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

8. **Compliance with Local Laws.** The District shall comply with applicable laws, ordinances and codes of the State of Missouri and its local governments.

9. **Equal Employment Opportunity.** During the performance of this Contract, the District agrees as follows:
 1. The District will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, gender identity, color, handicap, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

 2. The District will, in all solicitation or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, handicap or national origin.

 3. The District will cause the foregoing provisions to be inserted in all subcontracts for any

work or services covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. The District will include the provisions 9.1, 9.2, and 9.3 in every subcontract or purchase order unless exempted.
10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
12. **Public Works and Economic Development Act of 1965, as amended:** The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the Financial Assistance Award to the City, Award Number 05-79-06034 supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the Financial Assistance Award shall prevail.
13. **Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures.** The District agrees to report to the City on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number 05-79-06034, in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Financial Assistance Award to the City will be provided in a separate GPRA information collection document. EDA will advise the City in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.
14. **Interest of Members of the District.** No member of the governing body of the District and no other officer, employee, or agent of the District who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the City shall take appropriate steps to assure compliance.
15. **Interest of Other Local Public Officials.** No member of the governing body of the District and no other public official of the District, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the City shall take appropriate steps to assure compliance.
16. **Interest of Firm and Employees.** The District covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or

any other interest which would conflict in any manner or degree with the performance of its services hereunder. The District further covenants that in the performance of this Contract, no person having any such interest shall be employed.

17. The District will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7104-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported in writing to the Regional Office of the Environmental Protection Agency (EPA) and City of Moberly, who will report the violation to the Economic Development Administration.
18. The District certifies that their organization is not listed on the government-wide exclusions in the System for Award Management (SAM) and that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p 189) and 12689 (3 CFR part 1989 Comp., p 235), "Debarment and Suspension".

City of Moberly

City Council Agenda Summary

Agenda Number: #9.

Department: Comm. Dev.

Date: December 18, 2023

Agenda Item: An Ordinance Authorizing A Cooperative Agreement For Brush Removal Between The City Of Moberly And Randolph County, Missouri.

Summary: In preparation for the industrial site infrastructure grant design, we need to clear the trees/brush from the road path to complete Geotech work. We were fortunate to negotiate a cooperation agreement format with the County to complete the work in exchange for the Public Works staff cracksealing the courthouse parking lot summer of 2024.

This is a fair trade of work as they estimate 10-12 hours at roughly \$165/hr for the track hoe work and we estimate 1 day to crack seal with three person staff.

The geotechnical group could be ready to start as soon as Dec. 12th. As all our grants have tight completion deadlines, we would like to expedite our efforts whenever possible.

Below are areas where trees would be removed and cleared back 100' wide as well as the County Parking lot that we would be crack sealing.

All of the City's expenses would be in existing salary for the staff and the minimal crack sealing materials that we already have on hand.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO._____

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR BRUSH REMOVAL BETWEEN THE CITY OF MOBERLY AND RANDOLPH COUNTY, MISSOURI.

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

SECTION ONE: The City of Moberly is in the process of engineering roadway improvements in the Moberly Industrial Park. The engineering and construction of the improvements will be greatly aided by the removal of substantial amounts of trees, roots, and brush.

SECTION TWO: Randolph County is in need of crack sealant for the parking lot at the Randolph County Courthouse in Huntsville, Mo during the summer of 2024.

SECTION THREE: The City and County have drafted the attached Cooperative Agreement for Brush Removal and Crack Sealant providing for an exchange of services whereby the County will remove the brush at the Industrial Park and the City will crack seal the parking lot.

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 18th day of December, 2023.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

**COOPERATIVE AGREEMENT FOR BRUSH REMOVAL
AND CRACKSEALING**

THIS COOPERATIVE AGREEMENT FOR BRUSH REMOVAL AND CRACKSEALING (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2023 (the “**Effective Date**”) by and between the **CITY OF MOBERLY, MISSOURI**, a City of the third class and a Missouri municipal corporation located in Randolph County and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); and the **COUNTY OF RANDOLPH**, a Missouri County of the third class having a principal office at 372 HWY JJ, Huntsville, Missouri 65259 (the “**County**” and together with the City the “**Parties**”).

RECITALS

- A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize political subdivisions to contract with each other for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of powers of such political subdivision.
- B. The City is in need of brush removal for a 100’ wide swath along the Moberly Industrial Park Infrastructure project path as indicated on the attached ariel views.
- C. The County is in need of having the Randolph County Courthouse parking lot in Huntsville, Missouri cracksealed during the summer of 2024.

AGREEMENT

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

- 1. **Undertakings of the Parties.** The County agrees to remove trees, roots and brush along a 100’ swath as indicated on the attached ariel views (and as directed by City staff) within the Moberly Industrial Park for purposes of clearing area for the engineering and construction of roadways. In exchange, the City agrees to provide crack sealant at the Randolph County Courthouse parking lot in Huntsville, MO during the summer of 2024 as directed by County staff.
- 2. **Representations of the Parties.** The parties have determined that the cost to each for the agreed upon work is equivalent and therefore a fair trade.
- 3. **Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice or other communication shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

If to the City:

City of Moberly
101 West Reed Street – City Hall
Moberly, Missouri 65270
Attn: City Manager

If to the County:

The County of Randolph County Administration Building
372 HWY JJ
Huntsville, Missouri 65259
Attn: Presiding Commissioner

4. Miscellaneous.

a. *Further Assistance.* The Parties each agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent to reach the project scope of work and budget.

b. *Severability.* The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining work, phrase, term, sentence, paragraph, covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

c. *Choice of Law; Venue.* This Agreement and its performance shall be deemed to have been fully executed, made by the Parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties hereto 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.

d. *Entire Agreement; Exceptions; Amendments; No Waiver of Prior Actions.* The Parties hereto agree that this Agreement shall constitute the entire agreement among the Parties and no other agreements or representations have been made by the Parties with respect to the subject matter of this Agreement. This Agreement shall be amended only 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 of this Agreement to be performed or observed by another Party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

e. *No Waiver of Sovereign Immunity.* Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's or the County's sovereign immunity.

- f. **Bind Effect.** Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.
- g. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
- h. **Approval of Agreement.** Each of the Parties represents that the governing body of each Party approved the entry into and the execution of this Agreement in a duly noticed meeting, a quorum being present, by affirmative vote of the governing body in compliance with section 432.070 of the Revised Statutes of Missouri, as amended.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first above written.

CITY OF MOBERLY

By: _____
Tim Brubaker, Mayor

ATTEST:

Shannon Hance, City Clerk

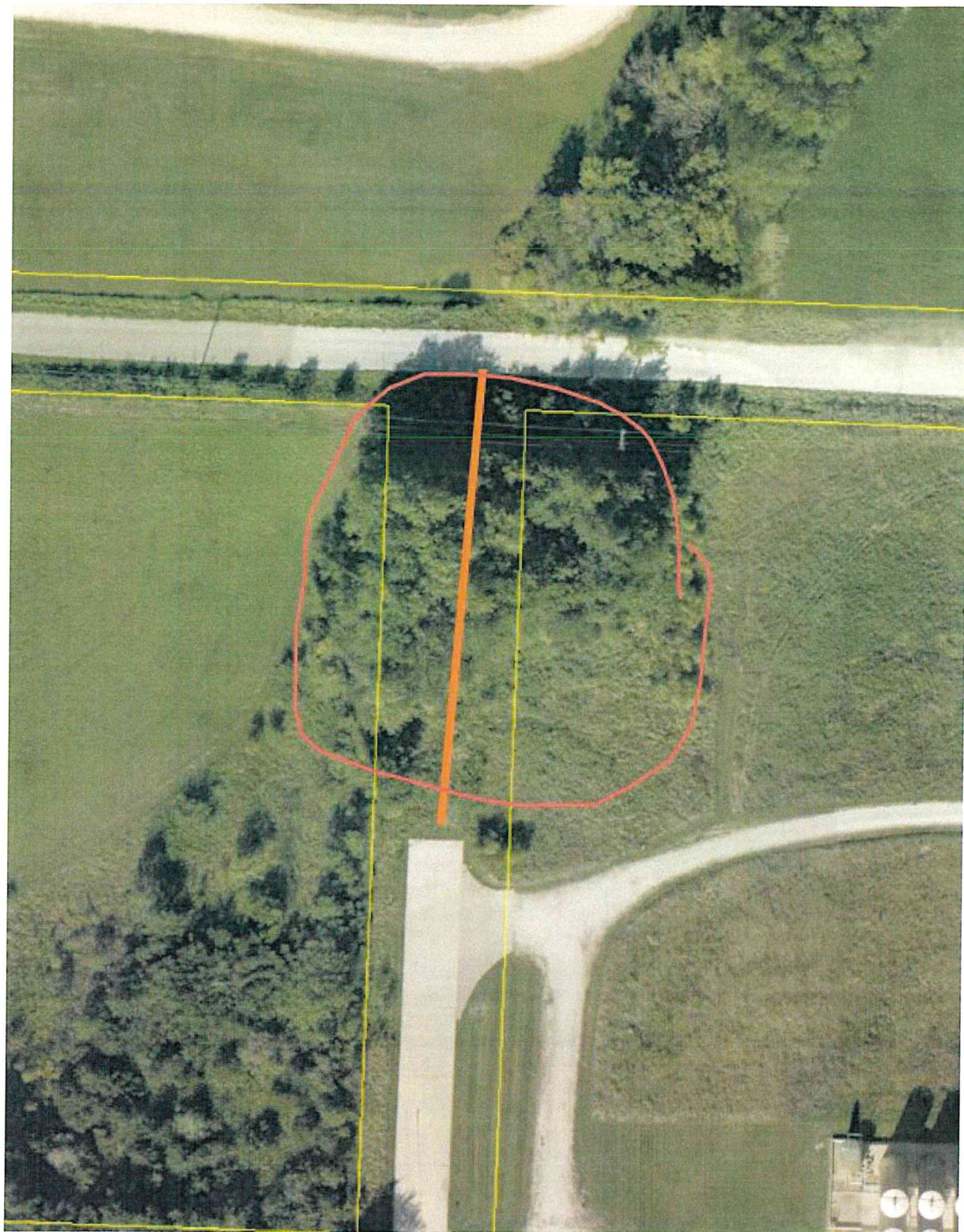
THE COUNTY OF RANDOLPH

By: _____
Sid Conklin, Presiding Commissioner

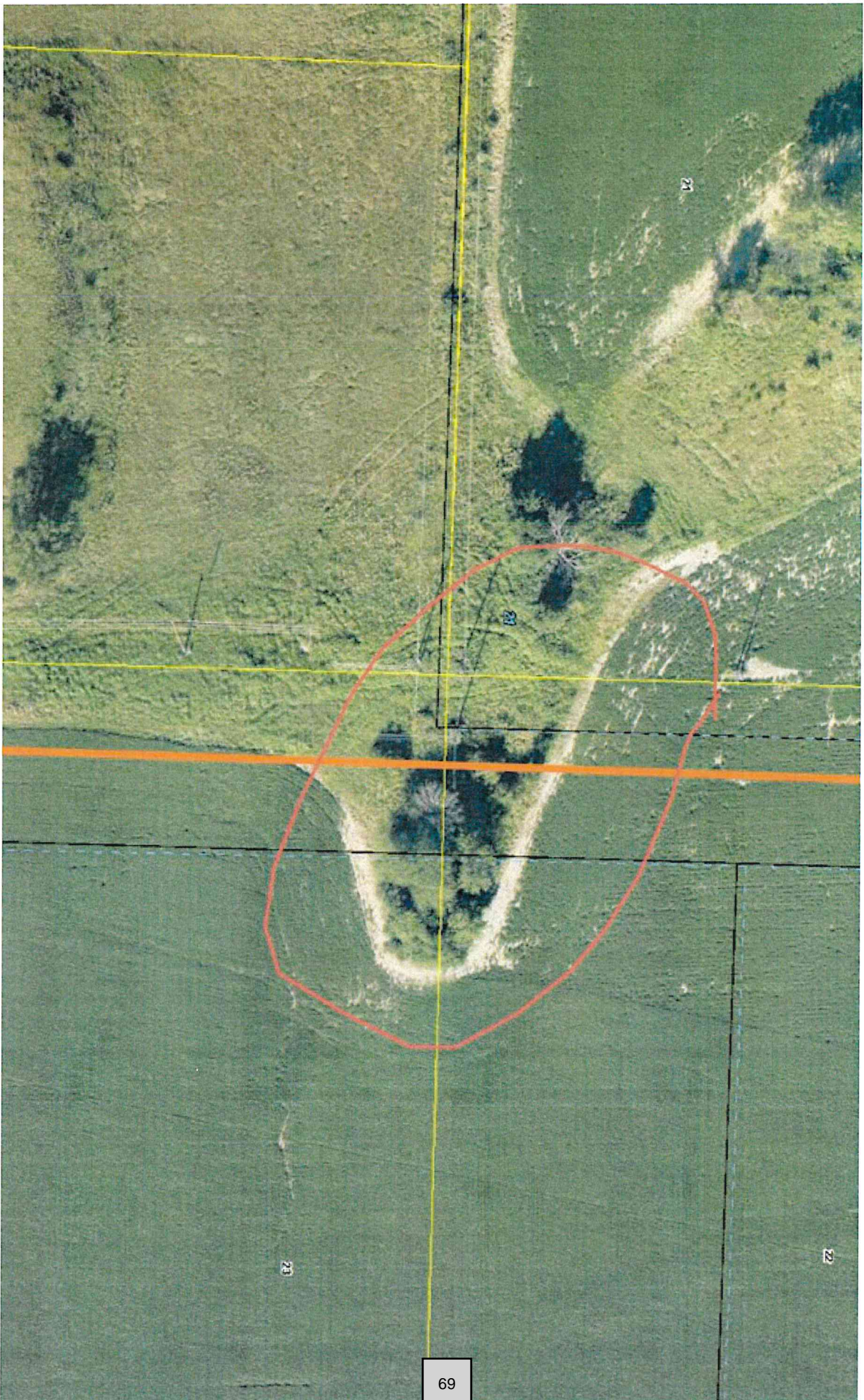
ATTEST:

Terri Maddox, County Clerk

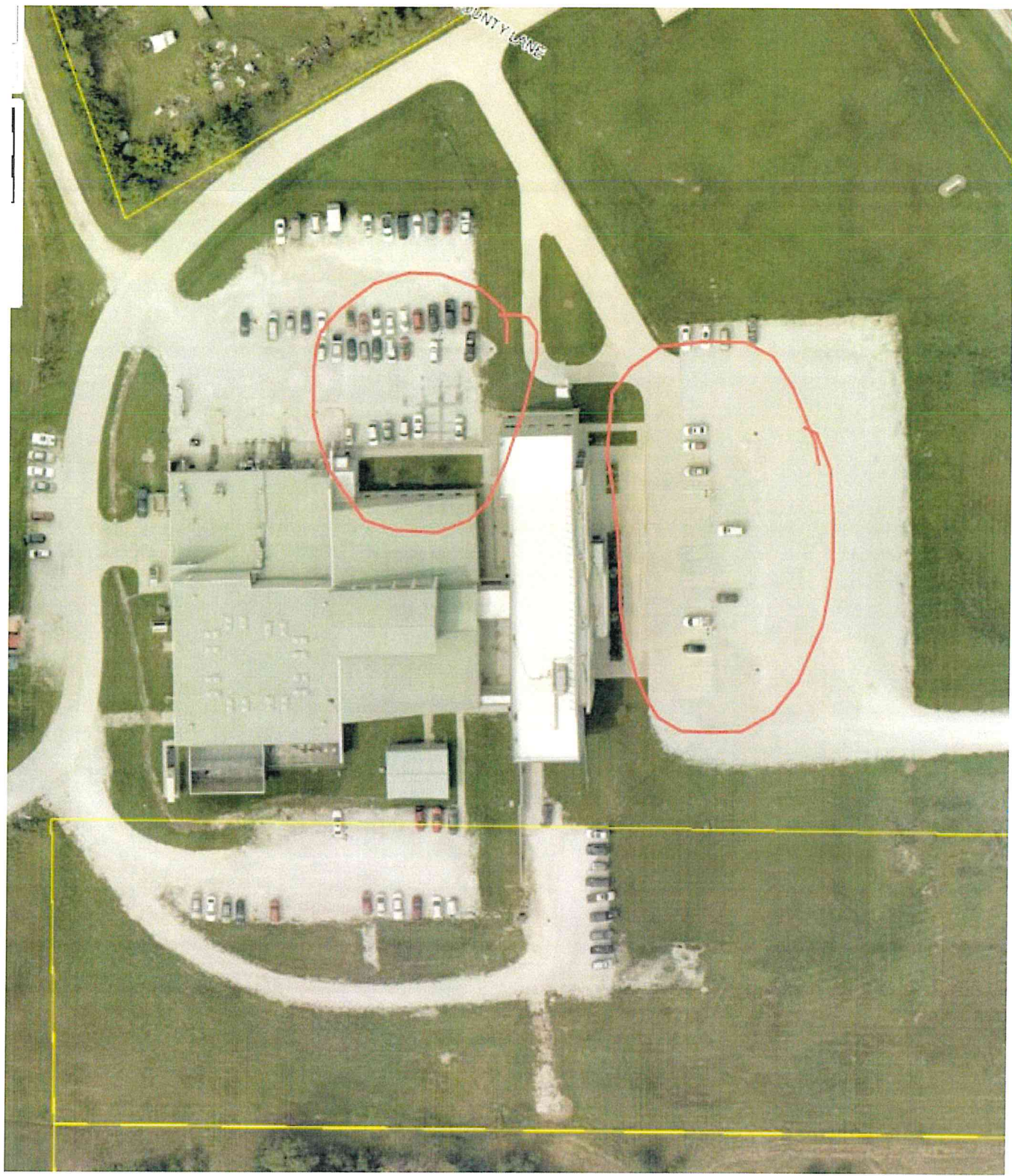
Fowler Extension



Robertson Rd.



Court House Area



McKeown Parkway



City of Moberly

City Council Agenda Summary

Agenda Number: #10.

Department: Administration

Date: December 18, 2023

Agenda Item: A Resolution Approving A Lease Agreement With The Britney Dodge For Property Located At 128 N Williams Street And 122A N Williams Street And Authorizing The City Manager To Execute The Lease.

Summary: Britney Dodge a/k/a B & Co Hair Salon currently operates a hair salon at 128 N. Williams. There is no written lease between Ms. Dodge and the City; however, she has been paying \$700 a month in rent. The space next to her, 122A N Williams, is now vacant and Ms. Dodge desires to also rent that space. She also wishes to install a door between the two locations. In exchange for her paying for the cost of the door installation we agreed to keep the rent at \$700. The lease provides for the right of termination in the event the City deeds the property for a hotel.

Recommended Action: Approve the Resolution and Lease on the Regular Agenda for December 18, 2023.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH BRITNEY DODGE FOR PROPERTY LOCATED AT 128 N WILLIAMS STREET AND 122A N WILLIAMS STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE.

WHEREAS, Britney Dodge a/k/a R & Co Hair Studio is desirous of renting retail office space from the City at 122 N Williams Street to operate a hair salon; and

WHEREAS, it is desirable to the City to have tenants using retail business space in the downtown Moberly; and

WHEREAS, the lease agreement attached hereto provides for an initial one-year term with successive one-month renewals and sets forth the rights and liabilities of the parties.

NOW, THEREFORE, the lease agreement with Britney Dodge is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

RESOLVED this 18th day of December, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

OFFICE LEASE
CITY OF MOBERLY, MISSOURI
122 NORTH WILLIAMS STREET

THIS LEASE is made this ____ day of _____, 2023, between the City of Moberly, Missouri, (hereinafter "City") a municipal corporation and Britney Dodge d/b/a B & Co Hair Studio (hereinafter "Lessee").

RECITALS

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner of various downtown retail buildings which are available to local businesses to rent.
- C. City leases office space in a building at 128 and 122A N. Williams and desires to lease said space to Lessee.
- D. Lessee is desirous of operating a hair studio in the building space.

AGREEMENT

SECTION 1. RECITALS

The above stated Recitals are true and correct and are incorporated herein and made a part of this Lease agreement (hereinafter "Agreement").

SECTION 2. PREMISES

City hereby leases to Lessee, and Lessee hereby leases from City, the office space located at 128 and 122A N. Williams Street, Moberly, Missouri 65270 (hereinafter the "Premises"). Lessee accepts the Premises "As Is," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

2.1 Non-Exclusive Use. The building which includes the premises may have other retail lessees who operate businesses in Moberly, MO.

2.2 Waiver. Lessee hereby waives any claims for damages for any injury or inconvenience or interference with Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by City's exercise of its rights under this Agreement or by the City's actions taken for management and protection of the City's property resources and visitors.

2.3 Ownership of Premises. This Agreement does not vest in Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with City.

2.4 Improvements. Lessee desires to install an access door in the wall between 128 and 122A N. Williams. Lessor consents to said installation provided all proper permits, approvals and inspections are obtained and all city code provisions are followed. It is understood and agreed that the lease amount contemplates Lessee paying for all installations costs. No consideration shall be paid to Lessee by Lessor at the termination of this lease for the installation costs.

SECTION 3. TERM

3.1 One Year. The initial term of this lease shall be for one year beginning on January 1, 2024, and ending on December 31, 2024. It is understood and agreed that in the event the city sells the property to a third party for construction of a hotel during the initial lease term that this lease shall terminate on thirty (30) days' notice from Lessor to Lessee.

3.2 Renewal. This lease shall renew on a month-to-month basis following the end of the initial one-year term until terminated by either party. Termination shall be in writing and delivered thirty (30) days prior to the termination date. Renewals shall be on the same terms and conditions stated herein unless amended in writing prior to the start date of the renewal term.

3.3 Abandonment. Lessee shall occupy the Premises during the entire Lease Term, as described herein. If it fails to do so, Lessee may be determined as in default for abandoning the Premises.

SECTION 4. RENTAL AMOUNT

4.1 Monthly. Lessee shall pay Seven Hundred Dollars (\$700.00) per month during the term of this lease. Payment is due no later than the first business day of each month. Lessee may prepay any amount at any time.

SECTION 5. LESSEE'S PERMITTED USE AND ACTIVITY

5.1 Use. Lessee may utilize the Premises only for the purposes necessary to conduct its usual business operations. Lessee intends to operate a retail memorabilia/collectables business on the premises. Lessee shall maintain a city business license while business operations continue on the premises.

5.2 Access and Key. Lessee shall be issued a key and permitted free access for ingress and egress. Lessee shall be charged \$20 to replace a door key.

5.3 Alterations. Lessee shall not make any alterations of any nature to the Premises without the written permission of the City.

SECTION 6. CITY'S OBLIGATIONS

6.1 City Inspection. City shall, at all reasonable times, have the full and unrestricted right to enter the Premises for the purpose of inspecting the leased area, for maintenance and to determine compliance with the terms of this Agreement.

6.2 Maintenance. City agrees to maintain the leased Premises in the same condition as when leased, ordinary wear and tear excepted, during the term of this Agreement.

6.3 Trash Disposal. City agrees to pay for trash service at the leased premises.

6.4 Utilities. City shall provide all utilities necessary for the business operations of the Lessee except Lessee shall provide internet and cable if desired.

SECTION 7. ASSIGNMENT

7.1 Lessee shall not assign, hypothecate, or in any manner transfer any interest in this Agreement to any person or entity directly or indirectly, by operation of law or otherwise, without first securing City's express written approval of such transfer.

SECTION 8. LIABILITY

8.1 To the extent governed by applicable state law, each party will be responsible for its own acts and results arising from those actions, and shall not be responsible for the acts of the other party and results arising from those actions.

8.2 Each party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this Agreement. Each party's liabilities shall be governed by applicable state law.

8.3 Lessee agrees to indemnify and hold the city harmless for any claim, causes of action, or judgement resulting from Lessee's use of the property or injury or damage to any third party.

SECTION 9. INSURANCE

9.1 Lessor. Lessor maintains Commercial General Liability coverage for the structure.

9.2 Lessee. Lessee shall be responsible for maintaining renter's insurance, business interruption coverage and Commercial General Liability coverage in an amount not less than \$1,000,000.

9.3 Immunities. The parties hereto understand and agree that City is relying on and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other applicable sovereign, governmental, or official immunities and protections provided by the state of Missouri, from time to time amended, or otherwise available to City, or its elected officials or employees.

SECTION 10. DAMAGE OR DESTRUCTION

If the Premises or any portion thereof are damaged or destroyed at any time during the lease term, the City, as promptly as reasonably practicable and with all due diligence, shall repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction and the Lessee's rent obligation during that time shall be abated. Or the City may terminate this Agreement without liability and the Lessee's rental obligation shall terminate.

SECTION 11. DEFAULTS

The occurrence of any one or more of the following events shall constitute a material default and breach of this lease Agreement by Lessee:

- A. The failure by Lessee to make any payment of Rent; or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) calendar days after written notice from City to Lessee.
- B. The failure by Lessee to comply with Section 5.3 of this Agreement.
- C. An unapproved or unauthorized transfer of any interest acquired under this Agreement.
- D. The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Agreement.
- E. The discovery by City that any material information provided by Lessee related to this Agreement is materially false.

SECTION 12. REMEDIES

In the event of any material default or breach by Lessee, City may at any time thereafter, with or without notice or demand and without limiting City in the exercise of any right or remedy which City may have by reason of such default or breach, avail itself of the following remedies, which are cumulative and not exclusive:

- A. City may recover possession of the leased Premises by any lawful means available to it, including self-entry, in which case this lease Agreement shall terminate immediately and Lessee shall immediately remove all personal property from the Premises. If, after thirty days' notice in writing, Lessee shall fail to remove personal property City may remove such property to another location with Lessee assuming any risk of loss or damage to such property.

SECTION 13. TERMINATION

Upon notice of termination, Lessee shall be obligated to pay immediately any Rent , obligations, or other fees due and owing to the City. By the date given for termination, Lessee shall vacate the Premises and immediately remove all personal property.

If Lessee fails to vacate the Premises or fails to remove all personal property from the Premises, City may enter and recover possession. City may also, at its election, dispose of any remaining personal property and charge all costs associated with such disposal to Lessee. City shall deem any personal property remaining on the Premises as having been abandoned by Lessee.

SECTION 14. NOTICES

All notices, demands, requests or approvals to be given under this lease Agreement shall be given in writing and shall be by hand delivery, overnight mail service, registered or certified mail, or regular first-class mail. All notices, demands, requests or approvals from Lessee to City shall be addressed to:

City Manager
101 West Reed Street
Moberly, MO 65270

All notices, demands, requests or approvals from City to Lessee shall be addressed to:

Britney Dodge
128 N. Williams St.
Moberly, MO 65270

SECTION 15. MUNICIPAL AUTHORITY

City may only act through its City Council to approve this Agreement therefore execution of this Agreement is contingent upon approval by the Moberly City Council.

SECTION 16. GOVERNING LAW

This lease Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of Missouri. Venue may be appropriate in the Randolph County Circuit Court.

SECTION 17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

Lessee agrees to comply with Missouri Revised Statute Section 285.530 in that Lessee shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

SECTION 18. PUBLIC RECORDS ACT

City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law.

SECTION 19. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties relative to the lease. All previous or contemporaneous contracts, representations, promises and conditions relating to the lease are superseded.

SECTION 15. COUNTERPARTS

This lease Agreement may be executed in several counterparts, each of which is an original, and all of which together constitute but one and the same document.

SECTION 16. NO PROMISE OF FUNDING

Other than as specifically set forth herein, this Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this Agreement. Expenditures by each party will be subject to applicable budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that this in no way implies that any appropriation, tender, or allocation of funds for such expenditures.

IN WITNESS WHEREOF, the parties have executed this lease Agreement on the date set forth above.

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI

Randall D. Thompson
City Attorney

By:

Randall D. Thompson
City Manager

ATTEST:

Shannon Hance, City Clerk

LESSEE

Britney Dodge

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#11.

Department: City Clerk

Date: December 18, 2023

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

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

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN DECEMBER 1, 2023, AND DECEMBER 14, 2023, IN THE AMOUNT OF \$639,330.80.

WHEREAS, the funds are to be disbursed as follows:

General Fund	\$	121,744.59
Payroll Fund	\$	3,034.31
Solid Waste Fund	\$	72,231.42
Heritage Hills Golf Course Fund	\$	3,834.00
Parks and Recreation Fund	\$	20,721.38
Airport Fund	\$	8,219.15
Perpetual Care Cemetery Sales Fund	\$	27.00
DNR Grant Fund	\$	15,865.00
Utilities Collection Fund	\$	2,901.43
Utilities Operating & Maintenance Fund	\$	62,406.25
Utilities Operating Reserve Fund	\$	5,869.43
2021 EDA Grant Projects Fund	\$	103,935.00
2004B SRF Bonds Debt Service Fund	\$	38,112.13
2006A SRF Bonds Debt Service Fund	\$	27,276.65
2004C Bonds Debt Service Fund	\$	26,448.94
Emergency Telephone Fund	\$	4,565.80
Transportation Trust Fund	\$	47,091.80
Street Improvement Fund	\$	53,717.86
Ameren MO Solar Rebates Fund	\$	1,719.49
Solar Systems Settlement Fund	\$	3,910.33
Downtown CID Sales Tax Fund	\$	11,300.00
Downtown CID Property Tax Fund	\$	4,398.84
Total:	\$	639,330.80

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

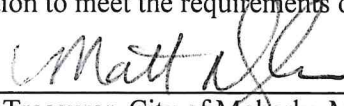
RESOLVED the 18th day of December 2023 by the Council of the City Of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

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



City Treasurer, City of Moberly, Missouri

Report Criteria:

Report type: Summary

Check.Type = {<->} "Adjustment"

Check Number	Check Issue Date	Vendor Number	Payee	Amount
95150	12/12/2023	96814	KIEFER	429.00- V
95257	12/12/2023	10272	LATSON, DOROTHY	80.00- V
95314	12/11/2023	10027	AMAZON CAPITAL SERVICES	681.73
95315	12/11/2023	10028	AMEREN MISSOURI	106.88
95316	12/11/2023	10028	AMEREN MISSOURI	26.02
95317	12/11/2023	10044	AT&T 5001	13.44
95318	12/11/2023	10044	AT&T 5001	1,700.40
95319	12/11/2023	94468	BOTKINS TRUCKING LLC	3,288.68
95320	12/11/2023	94472	BOTKINS, GERALD	600.00
95321	12/11/2023	10087	BRENDLINGER ENTERPRISES INC	1,291.00
95322	12/11/2023	10109	CENTRAL MISSOURI CITY CLERKS &	50.00
95323	12/11/2023	10162	ELEVATE EQUIPMENT & CONCRETE	428.98
95324	12/11/2023	10645	ELLIOTT DATA SYSTEMS INC	144.00
95325	12/11/2023	10273	LAUBER MUNICIPAL LAW LLC	66.50
95326	12/11/2023	10289	MACON ELECTRIC COOPERATIVE	42.88
95327	12/11/2023	10744	MAXIM GOLF LLC	3,834.00
95328	12/11/2023	10361	MOBERLY LUMBER INC	1,517.97
95329	12/11/2023	10375	NEMO ELECTRIC CO INC	85.00
95330	12/11/2023	10384	O'REILLY AUTOMOTIVE STORES INC	118.23
95331	12/11/2023	10787	PAGLIAI, JENNA	25.25
95332	12/11/2023	10412	Q SECURITY SOLUTIONS LLC	223.00
95333	12/11/2023	98277	R & L BOONE CONST CO	103,935.00
95334	12/11/2023	10788	RBW AGRICULTURAL FARM EQUIPMENT SALES	118.16
95335	12/11/2023	98514	ROAD RUNNER LOW VOLTAGE	65.00
95336	12/11/2023	10485	STAPLES	1,704.61
95337	12/11/2023	10501	THOMAS HILL PUBLIC WATER SUPPLY	100.09
95338	12/11/2023	10519	UNIFIRST CORPORATION	72.66
95339	12/11/2023	99809	WIEDEMAN, DAVID	2,870.50
95340	12/14/2023	10018	AFLAC GROUP INSURANCE	1,036.03
95341	12/14/2023	10019	AGEE, CARL W	575.00
95342	12/14/2023	10794	AJS SPORT SHACK LLC	403.65
95343	12/14/2023	10027	AMAZON CAPITAL SERVICES	932.46
95344	12/14/2023	10028	AMEREN MISSOURI	34.48
95345	12/14/2023	10789	AMERICAN HIGHWAY PRODUCTS LTD	511.53
95346	12/14/2023	10032	APOLLO PORTA POTTIES & PUMPING SERVICES	395.00
95347	12/14/2023	10034	ARAMARK UNIFORM SERVICES	532.15
95348	12/14/2023	10036	ARISTA INFORMATION SYSTEMS INC	3,433.49
95349	12/14/2023	94146	AT&T	570.36
95350	12/14/2023	10045	AT&T 5011	2,132.14
95351	12/14/2023	10064	BARR ENGINEERING COMPANY	15,865.00
95352	12/14/2023	10066	BARTLETT & WEST	48,225.64
95353	12/14/2023	94448	BOONE, ANTHONY G.	220.00
95354	12/14/2023	10095	BUTLER SUPPLY INC	53.60
95355	12/14/2023	10758	BYRNE PELOFSKY & ASSOCIATES LLC	4,750.00
95356	12/14/2023	10105	CASON BUILDING MAINTENANCE INC	2,463.70
95357	12/14/2023	94832	CHARITON TIRE LLC	130.00
95358	12/14/2023	10362	CHERRY ROAD MEDIA INC	110.00
95359	12/14/2023	10120	CLERK OF THE SUPREME COURT	410.00
95360	12/14/2023	10121	COE EQUIPMENT	156.73
95361	12/14/2023	94990	COMPLETE FAMILY MEDICINE	70.00
95362	12/14/2023	10127	CORE & MAIN LP	2,208.71
95363	12/14/2023	10135	CULLIGAN WATER CONDITIONING	22.33
95364	12/14/2023	10137	CUMMINS SALES & SERVICES	4,409.92

Check Number	Check Issue Date	Vendor Number	Payee	Amount
95365	12/14/2023	10141	DA-COM COLUMBIA LLC	215.80
95366	12/14/2023	10657	DLM SERVICES	200.00
95367	12/14/2023	10155	DMC CONCRETE CONSTRUCTION	2,601.50
95368	12/14/2023	10174	EVOQUA WATER TECHNOLOGIES LLC	11,837.00
95369	12/14/2023	10176	FASTENAL COMPANY	458.47
95370	12/14/2023	10599	FLETCHERS EXCAVATING LLC	1,900.00
95371	12/14/2023	10793	FRAZIER, ANDREW	34.06
95372	12/14/2023	10196	GALLAGHER & KAISER LLP	2,392.50
95373	12/14/2023	10197	GALLS LLC	232.47
95374	12/14/2023	10202	GLENNS GARAGE DOORS LLC	193.00
95375	12/14/2023	10249	INOVATIA LABORATORIES LLC	113.40
95376	12/14/2023	10601	JACKSON BROTHERS OF THE NORTH	380.75
95377	12/14/2023	10792	KIESLER POLICE SUPPLY	429.00
95378	12/14/2023	10664	KT HEALTH CLINIC	1,245.00
95379	12/14/2023	10275	LEON UNIFORM COMPANY	236.50
95380	12/14/2023	10294	MARTECK	1,047.60
95381	12/14/2023	10301	MATHESON TRI GAS INC	211.95
95382	12/14/2023	10631	MIDWAY HAULING	3,358.00
95383	12/14/2023	10355	MISSOURI 811	201.15
95384	12/14/2023	10660	MISSOURI DEPT. OF CONSERVATION	1,355.00
95385	12/14/2023	10338	MISSOURI MUNICIPAL LEAGUE	2,261.79
95386	12/14/2023	10339	MISSOURI PARK AND RECREATION ASSOCIATION	2,733.00
95387	12/14/2023	10345	MISSOURI RURAL WATER ASSOCIATION	1,425.00
95388	12/14/2023	10356	MO VOCATIONAL ENTERPRISES	680.00
95389	12/14/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	6,550.00
95390	12/14/2023	95783	MOBERLY FOE #2669	445.00
95391	12/14/2023	97684	MOBERLY PLUMBING LLC	2,700.00
95392	12/14/2023	97726	MOPS REVOLVING FUND	250.00
95393	12/14/2023	10372	MUTTER FARMS LLC	1,388.30
95394	12/14/2023	10374	NAPA AUTO PARTS OF MOBERLY	2,825.39
95395	12/14/2023	10380	NOLANDS CATERING	8,037.00
95396	12/14/2023	10790	OUTLINE & ASSOCIATES	7,820.00
95397	12/14/2023	10725	PAPA ROCK LLC	219.25
95398	12/14/2023	98049	PATRICK, TIM	27.28
95399	12/14/2023	10686	PREMIER TRUCK GROUP	977.31
95400	12/14/2023	10416	R P LUMBER COMPANY INC	939.05
95401	12/14/2023	10418	RANDOLPH AREA YMCA	2,401.54
95402	12/14/2023	10422	RANDOLPH COUNTY HEALTH DEPARTMENT	113.00
95403	12/14/2023	10424	RANDOLPH COUNTY RECORDER	27.00
95404	12/14/2023	10774	RB SMALL EXCAVATION LLC	6,051.30
95405	12/14/2023	10788	RBW AGRICULTURAL FARM EQUIPMENT SALES	850.00
95406	12/14/2023	10427	RECORDS MANAGEMENT SOLUTIONS	1,030.00
95407	12/14/2023	10430	REMOLE COATINGS LLC	45,358.40
95408	12/14/2023	10444	SAFE PASSAGE	240.00
95409	12/14/2023	10459	SCHULTE SUPPLY INC	1,298.35
95410	12/14/2023	10466	SENTINEL EMERGENCY SOLUTIONS	10,327.51
95411	12/14/2023	10476	SOCKET	3,874.86
95412	12/14/2023	10490	SUMNER ONE	435.21
95413	12/14/2023	10493	SWALLOW TROPHY & ENGRAVING	80.00
95414	12/14/2023	10503	THOMSON REUTERS-WEST	53.00
95415	12/14/2023	10765	TRACTOR SUPPLY CREDIT PLAN	285.93
95416	12/14/2023	99456	TREKK, DESIGN GROUP	12,215.72
95417	12/14/2023	10519	UNIFIRST CORPORATION	313.02
95418	12/14/2023	10520	UNITED FIRST AID & SAFETY LLC	269.32
95419	12/14/2023	10530	USI INSURANCE SERVICE LLC	6,250.00
95420	12/14/2023	10533	VALIC	1,130.00
95421	12/14/2023	10548	WATER & SEWER SUPPLY INC	5,231.23

Check Number	Check Issue Date	Vendor Number	Payee	Amount
95422	12/14/2023	10791	WESTHUES, MICHELLE	4,398.84
95423	12/14/2023	10566	WILLIS, MARK	12,500.00
95424	12/14/2023	10573	WOOGEDY LLC	2,665.38
95425	12/14/2023	10644	WSKF ARCHITECTS	20.00
20231207	12/08/2023	10335	MISSOURI DEPARTMENT OF REVENUE 840	2,901.43 M
20231213	12/13/2023	10280	LOWES HOME CENTERS LLC	1,229.96 M
202302333	12/04/2023	10060	BANKCARD SERVICES	.00 V
202302335	12/11/2023	10559	WEX BANK	13,256.03
202302336	12/14/2023	10359	MOBERLY AREA ECONOMIC DEVELOPMENT COR	43,750.00
202302337	12/14/2023	10365	MOBERLY SOLAR LLC	15,660.16
202302338	12/14/2023	10517	UMB BANK	91,837.72
202302339	12/14/2023	10546	WASTE MANAGEMENT SOLUTIONS	73,101.47
Grand Totals:				639,330.80

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100.000.1601	1,052.65	45.00-	1,007.65
100.000.2000	12,091.11	133,835.70-	121,744.59-
100.000.2305	10.00	10.00-	.00
100.001.5200	18.83	.00	18.83
100.001.5403	117.34	117.34-	.00
100.002.5200	27.63	.00	27.63
100.002.5404	50.00	.00	50.00
100.002.5406	1,030.00	.00	1,030.00
100.002.5801	40.00	.00	40.00
100.003.5200	18.83	.00	18.83
100.003.5205	184.79	50.52-	134.27
100.003.5211	.16	.00	.16
100.003.5403	520.14	520.14-	.00
100.003.5806	160.99	160.99-	.00
100.003.5807	32.30	32.30-	.00
100.003.5810	680.00	.00	680.00
100.004.5404	463.00	.00	463.00
100.004.5700	2,459.00	.00	2,459.00
100.005.5200	76.71	.00	76.71
100.005.5211	.99	.99-	.00
100.005.5403	119.35	119.35-	.00
100.005.5406	385.00	.00	385.00
100.005.5418	3,445.50	.00	3,445.50
100.005.5419	33.50	33.50-	.00
100.005.5502	12,215.72	.00	12,215.72
100.005.5807	13.41	13.41-	.00
100.006.5200	22.45	22.45-	.00
100.006.5202	70.62	.00	70.62
100.006.5218	10,460.98	259.97-	10,201.01
100.006.5402	90.08	90.08-	.00
100.006.5406	34.06	.00	34.06
100.006.5806	222.64	222.64-	.00
100.006.5807	175.17	175.17-	.00
100.007.5107	596.09	416.09-	180.00
100.007.5200	684.46	381.21-	303.25
100.007.5205	3,094.53	50.52-	3,044.01

GL Account	Debit	Credit	Proof
100.007.5206	84.50	.00	84.50
100.007.5209	16.98	.00	16.98
100.007.5211	114.51	.00	114.51
100.007.5217	98.20	.00	98.20
100.007.5220	462.00	462.00-	.00
100.007.5300	65.00	.00	65.00
100.007.5308	1,528.94	1,131.17-	397.77
100.007.5402	250.00	.00	250.00
100.007.5503	215.80	.00	215.80
100.007.5806	88.50	88.50-	.00
100.007.5807	913.20	913.20-	.00
100.008.5107	431.21	.00	431.21
100.008.5200	290.89	34.73-	256.16
100.008.5201	616.80	.00	616.80
100.008.5205	1,780.50	50.52-	1,729.98
100.008.5206	34.22	.00	34.22
100.008.5211	231.08	.00	231.08
100.008.5309	66.64	.00	66.64
100.008.5311	306.02	.00	306.02
100.008.5402	360.00	360.00-	.00
100.008.5403	119.98	119.98-	.00
100.008.5406	35.00	.00	35.00
100.008.5408	20.00	.00	20.00
100.008.5502	10,298.36	.00	10,298.36
100.008.5806	249.48	249.48-	.00
100.008.5807	5,094.58	5,094.58-	.00
100.008.5813	52.75	.00	52.75
100.009.5200	624.65	106.35-	518.30
100.009.5205	3,222.17	50.52-	3,171.65
100.009.5211	116.07	.00	116.07
100.009.5217	147.00	.00	147.00
100.009.5300	48.28	8.80-	39.48
100.009.5309	325.20	.00	325.20
100.009.5310	93.32	.00	93.32
100.009.5311	348.74	109.98-	238.76
100.009.5402	227.15	227.15-	.00
100.009.5807	14.18	14.18-	.00
100.010.5211	52.45	.00	52.45
100.010.5406	1,900.00	.00	1,900.00
100.010.5813	26.44	.00	26.44
100.011.5200	97.25	.00	97.25
100.011.5204	333.17	.00	333.17
100.011.5300	1,156.00	.00	1,156.00
100.011.5406	2,288.70	.00	2,288.70
100.013.5205	205.71	50.52-	155.19
100.013.5211	1,994.67	.00	1,994.67
100.013.5308	145.09	.00	145.09
100.013.5404	2,216.79	.00	2,216.79
100.013.5406	50,000.00	.00	50,000.00
100.013.5500	2,651.27	.00	2,651.27
100.013.5806	1,829.54	.00	1,829.54
100.013.5808	60.12	60.12-	.00
100.013.5813	241.21	.00	241.21
100.014.5204	51.50	.00	51.50
100.014.5209	132.90	.00	132.90
100.014.5300	627.57	237.66-	389.91
100.020.5204	51.50	.00	51.50

GL Account	Debit	Credit	Proof
100.020.5406	175.00	.00	175.00
105.000.2000	.00	3,034.31-	3,034.31-
105.000.2603	3,034.31	.00	3,034.31
110.000.2000	.00	72,231.42-	72,231.42-
110.000.2202	72,231.42	.00	72,231.42
114.000.2000	.00	3,834.00-	3,834.00-
114.000.5406	3,834.00	.00	3,834.00
115.000.2000	9,746.57	30,467.95-	20,721.38-
115.040.5200	279.78	238.89-	40.89
115.040.5204	476.99	.00	476.99
115.040.5211	51.68	.00	51.68
115.040.5300	76.18	8.98-	67.20
115.041.5200	1,921.09	285.64-	1,635.45
115.041.5204	803.49	91.97-	711.52
115.041.5205	887.12	50.52-	836.60
115.041.5206	169.99	169.99-	.00
115.041.5211	52.45	.00	52.45
115.041.5300	1,869.75	1,794.75-	75.00
115.041.5302	3,288.68	.00	3,288.68
115.041.5305	18.04	.00	18.04
115.041.5309	10.00	10.00-	.00
115.041.5311	500.57	356.15-	144.42
115.041.5406	4,547.98	2,551.98-	1,996.00
115.041.5502	1,848.84	.00	1,848.84
115.041.5813	411.77	.00	411.77
115.042.5211	52.45	.00	52.45
115.042.5311	2.82	.00	2.82
115.042.5406	66.00	.00	66.00
115.043.5200	9.88	9.88-	.00
115.043.5214	2,961.70	466.10-	2,495.60
115.043.5406	603.65	.00	603.65
115.044.5200	535.05	2.66-	532.39
115.044.5201	144.00	.00	144.00
115.044.5203	13.98	.00	13.98
115.044.5204	64.20	4.98-	59.22
115.044.5212	62.37	62.37-	.00
115.044.5403	124.01	124.01-	.00
115.044.5406	235.00	.00	235.00
115.044.5416	2,733.00	.00	2,733.00
115.044.5500	1,509.64	.00	1,509.64
115.044.5807	2,312.96	2,093.71-	219.25
115.048.5200	119.16	22.45-	96.71
115.048.5205	145.59	50.52-	95.07
115.048.5211	116.07	.00	116.07
115.048.5214	49.25	49.25-	.00
115.048.5300	701.77	701.77-	.00
115.048.5402	600.00	600.00-	.00
115.048.5406	91.00	.00	91.00
120.000.2000	138.43	8,357.58-	8,219.15-
120.000.5200	22.44	22.44-	.00
120.000.5204	56.60	.00	56.60
120.000.5211	174.11	.00	174.11
120.000.5212	70.00	.00	70.00
120.000.5300	115.99	115.99-	.00
120.000.5406	7,820.00	.00	7,820.00
120.000.5813	98.44	.00	98.44
125.000.2000	.00	27.00-	27.00-

GL Account	Debit	Credit	Proof
125.000.4814	27.00	.00	27.00
136.000.2000	.00	15,865.00-	15,865.00-
136.161.5408	15,865.00	.00	15,865.00
140.000.2000	80.00	80.00-	.00
140.000.5200	80.00	80.00-	.00
300.000.2000	.00	2,901.43-	2,901.43-
300.000.2100	2,901.43	.00	2,901.43
301.000.2000	7,335.02	69,741.27-	62,406.25-
301.110.5200	85.50	.00	85.50
301.110.5201	124.26	.00	124.26
301.110.5202	2,888.54	.00	2,888.54
301.110.5203	827.45	.00	827.45
301.110.5205	95.31	50.53-	44.78
301.110.5212	45.00	.00	45.00
301.110.5403	220.00	.00	220.00
301.110.5404	1,425.00	.00	1,425.00
301.110.5700	67.00	67.00-	.00
301.110.5807	826.51	826.51-	.00
301.112.5200	120.82	22.45-	98.37
301.112.5204	36.82	.00	36.82
301.112.5205	3,113.16	50.53-	3,062.63
301.112.5206	245.95	.00	245.95
301.112.5213	362.75	.00	362.75
301.112.5300	278.00	.00	278.00
301.112.5309	306.16	.00	306.16
301.112.5310	1,495.48	.00	1,495.48
301.112.5311	103.27	.00	103.27
301.112.5312	272.40	.00	272.40
301.112.5313	3,110.35	568.52-	2,541.83
301.112.5314	20,390.67	818.39-	19,572.28
301.112.5406	201.15	.00	201.15
301.112.5412	1,775.09	.00	1,775.09
301.112.5806	488.86	488.86-	.00
301.113.5200	80.32	22.45-	57.87
301.113.5204	213.51	.00	213.51
301.113.5205	311.14	50.53-	260.61
301.113.5206	182.60	182.60-	.00
301.113.5211	117.75	.00	117.75
301.113.5300	1,065.05	.00	1,065.05
301.113.5311	135.00	.00	135.00
301.113.5316	552.95	.00	552.95
301.113.5406	3,358.00	.00	3,358.00
301.113.5813	39.44	.00	39.44
301.114.5200	375.28	317.41-	57.87
301.114.5203	100.66	100.66-	.00
301.114.5204	157.92	85.26-	72.66
301.114.5205	761.04	50.53-	710.51
301.114.5207	11,837.00	.00	11,837.00
301.114.5209	83.11	.00	83.11
301.114.5211	116.07	.00	116.07
301.114.5217	197.65	.00	197.65
301.114.5300	998.25	998.25-	.00
301.114.5303	82.78	29.18-	53.60
301.114.5304	3,146.31	313.32-	2,832.99
301.114.5310	5,958.15	1,548.23-	4,409.92
301.114.5403	99.63	99.63-	.00
301.114.5417	113.40	.00	113.40

GL Account	Debit	Credit	Proof
301.114.5806	85.66	85.66-	.00
301.114.5807	383.99	383.99-	.00
301.115.5200	57.87	.00	57.87
301.115.5205	61.25	50.52-	10.73
301.115.5206	39.98	.00	39.98
301.115.5403	124.01	124.01-	.00
303.000.2000	.00	5,869.43-	5,869.43-
303.000.5500	5,869.43	.00	5,869.43
350.000.2000	.00	103,935.00-	103,935.00-
350.185.5409	103,935.00	.00	103,935.00
377.000.2000	.00	38,112.13-	38,112.13-
377.000.5500	38,112.13	.00	38,112.13
378.000.2000	.00	27,276.65-	27,276.65-
378.000.5500	27,276.65	.00	27,276.65
379.000.2000	.00	26,448.94-	26,448.94-
379.000.5500	26,448.94	.00	26,448.94
400.000.2000	.00	4,565.80-	4,565.80-
400.000.5209	34.48	.00	34.48
400.000.5211	4,531.32	.00	4,531.32
600.000.2000	.00	47,091.80-	47,091.80-
600.143.5502	1,100.00	.00	1,100.00
600.153.5408	19,214.21	.00	19,214.21
600.153.5409	19,840.34	.00	19,840.34
600.158.5408	6,937.25	.00	6,937.25
601.000.2000	248.07	53,965.93-	53,717.86-
601.000.5302	4,731.89	248.07-	4,483.82
601.000.5502	49,234.04	.00	49,234.04
903.000.2000	.00	1,719.49-	1,719.49-
903.000.5500	1,719.49	.00	1,719.49
906.000.2000	.00	3,910.33-	3,910.33-
906.000.5500	3,910.33	.00	3,910.33
911.000.2000	.00	11,300.00-	11,300.00-
911.000.5406	4,750.00	.00	4,750.00
911.000.5420	6,550.00	.00	6,550.00
912.000.2000	.00	4,398.84-	4,398.84-
912.000.5406	4,398.84	.00	4,398.84
Grand Totals:	698,609.20	698,609.20-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

City of Moberly

City Council Agenda Summary

Agenda Number: #12.

Department: City Clerk

Date: December 18, 2023

Agenda Item: Department Head Monthly Reports.

Summary: Attached are monthly reports for the following City Departments:

Community Development/Public Works
Finance Department
Parks and Recreation
Police Department
Fire Department
Public Utilities
Moberly Area Economic Development Corporation
Moberly Chamber of Commerce

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

Recommended

Action: Informational only.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

#12.

November 2023

A. PROJECTS

Community Development

Downtown Parking Study – I have followed up with Walker Engineering. If the Council approves the limited study, they felt they could start work early in January and have it completed by the end of January/first of February.

Demolition – Holman has completed a couple of houses but was held up when one of the scheduled properties sold. The buyer claims they were unaware of the pending demolition, even though all the siding was off and there was a large yellow excavator in the back yard. As they did pay taxes and get the deed, we now must take measures to notify them per the law. We are hopeful we can meet with them and come up with a resolution, as we have full intentions of following through with the pending demolition and hope we can get it worked out without additional mobilization charges from the contractor.

We have another house that is an emergency with a side falling out of it. Staff is working on procedures to include in the process while the demo contractor is in town with equipment.

Wayfinding Signage – Arcturus is aware that the contract is pending approval on the 18th. I have been in communication with them so that if approved, they can get started ASAP. We also discussed the fact that it is imperative that the local sign contractors are notified and encouraged to bid on the work.

Jr High Apartments – Followed up with developer and the time frame for public comment period has passed. They are waiting for formal notification from MHDC on the FIRM. They are anticipating that to come shortly after the holiday season. Hopefully, we can see closing in late January or early February.

Infill Housing Continues to Progress – we are still seeing interest in our lots, but due to interest prices and economic slowdown, the developments are looking more at rental than owner occupied. Due to some repeated issues with the utilization of existing water/sewer service lines, Utilities has put in place a requirement for all new development to put in new sewer and water service lines all the way to the City owned mains. This eliminates the problems with sewer taps without saddles dropping into the mains, cracked/broken stub outs creating problems with I&I and collapse sewer service and lead, corroded and/or mineralized water line. It will add cost and may stop a few builders due to the additional cost to develop some lots, but it will save problems in the future for the property owner and the City.

Occupancy Inspection – While I have mentioned this previously, I want to keep it in mind until we can make a change to try and address it. Rental properties that retain water service in the owner's name continue to bypass our occupancy requirements. They move people in and out without reporting the occupancy change, and even though we occasionally are aware of it, we do not have good enforcement method to address it. Staff are working with Randall currently. While this will cause frustration among those who are skirting the rules, it should be a relief to the majority that try to comply.

Grants/Funding

Industrial Park Street Development - We have an EDA admin. contract on the upcoming agenda. This is for MTCOG, who has been huge in helping us layer funds and it will be difficult to blend all the requirements/funds together and detailed records/files need to be retained for the final audit. This is

what MTCOG does, they work frequently with all the areas of funding we are using and know how to keep the auditors/administrators happy.

We are working with the RR to achieve a pave over agreement for the existing tracks that run parallel to Fowler Road and over to the Spur the City owns on the Former KOCH property. As the tracks are listed as inactive, this is the cheapest and easiest solution. We would need to make improvements to the tracks at some point to use them anyhow, and the crossing could be addressed in more detail at that time. We are currently waiting for a pave over agreement application.

Engineering work has started, and geotechnical/surveyors will be on site Dec. 12th. We will need to work quickly to get all areas cleared for their access. We are fortunate to get them in now, or their next window was weeks to months out. If we can get the design finished by February and bid for this job in winter, we will be way ahead. Bidding later in the year when contractors have their workload already filled with jobs pushes the interest down and prices up. I am spurring them along to try and meet this goal.

ARPA Fennel Comm. Rev. - The engineering agreement with McClure to complete the design as planned and put it out for bid is on the Dec. 18th agenda for approval. While it is not cheap and we feel certain bids will come in over budget, we must have some real-world numbers to confirm. If it is higher, we will have costs to start working backwards with to see what we must do to get an acceptable project within a potential budget amount.

ARPA Stormwater – Design work continues, and they have identified a couple of locations as good areas for detention. We have initiated efforts with the property owners to discuss acquisition of the proposed areas. One of the main areas is N&S RR. Initial conversations were surprisingly positive. We have a follow up meeting this coming week to select from a list of options. My goal is to do as much as we can within the budget to drain the area and have proper detention without having to pump stormwater. We will have to see where those estimates come in for that level of work.

Public Relations November Report - Zoey

- App Development for new city app – Moberly connect
- Continuing to edit and update website pages and photos
- Promoting for current job openings, looking into how to make opportunities more appealing and stand out
- Started to look into Moberly demographics and community surveys to possibly conduct in the future
- Investigating platforms that offer bundles and packages instead of paying separately for every website add-on feature like my civic

Public Works

My Maintenance - while the program is working and identified numerous things and is getting them resolved, it is proving difficult to align all staff on a given day/morning when other items are pressing. We are going to work on that internally and discuss if there is a better time/day for it. I feel like it is imperative to have a consistent day/time for it to achieve all the goals and to connect with the public so they see the crews in their neighborhood and makes them accessible for issues they see, concerns they might feel need addressed.

S. Morley Agreement Timing - This is under design by Bartlett & West and still looks good for a 2024 bid and 2025 construction. There are some significant drainage areas associated with this project. We are working with Utilities to see what their current and term needs are in this area to make sure we size the drainage pipes correctly. Also, access management is being reviewed. I will need to meet with

several businesses along the corridor about re-sizing, re-locating or potentially closing off areas of existing egress to improve overall traffic issues. It will be difficult in some situations, but in no way are we cutting off any facilities access from any street they connect to now.

E Rollins TAP Grant – Project is under design with initial plans / requests sent to MoDOT for review. We have had good back and forth on all aspects and we agree as consultants move toward final design. We are looking to save as much good sidewalk as possible to focus some efforts on adjacent steps/retaining walls that are failing where they abut the sidewalk. In any case, we will maximize the grant funds to do as much new work as possible with the funding allowed.

We anticipate needing to execute a supplemental agreement to extend the contract date a few months but are still anticipating construction in 2024.

N Morley TAP Grant – We need to issue an RFQ to select an engineering firm. Staff will get this out in December.

Street Striping Work – The pavement stripe work ties to this issue. We know that angle parking is a concern and that the parallel parking was sized too small when it was laid out by striping contractor a few years ago. I had intended to let the parallel parking stripes fade until we could decide what to do with them, as painting over them or grinding them off neither one works well. Our contractor this year was aware of that but got busy striping downtown and forgot and repainted them all. After meeting with him, he agreed he should not have painted parallel spaces and we removed/withheld payment from his bill for those areas. We also withheld payment for the Fisk Avenue centerline stripe from College to Fifth as he jogs so sharply and inconsistent on center line stripe.

The striping contractor is researching another method that uses recirculating metal spheres to pummel the paint off the pavement, like larger bead blasting but where all the media is contained. He has agreed to get the parking stripes removed with that when the weather allows.

Airport

Farming Agreement for Airport - This is on the upcoming council agenda for approval. While the proposal is for a 5-year agreement, it is for a premium per/acre fee and the farmer is willing to do an extensive amount of repair on erosion in the fields that needs to be addressed. At the last meeting, the council agreeable to move it forward and I have gotten helpful feedback from other farmers that the high bidder would maintain the land well.

Lightening Damage - over a year ago we had a lightning strike that took out a significant amount of our runway lights, PAPI lights and Lighted windsock. This is covered by insurance, but the lights were not available from ADB. They just came in last week and the contractor is set to be at the airport replacing them Dec. 12th. This should not take but a couple of days. We are relieved to finally have them all being replaced.

Air Race Classic - The dates for this all-women cross country air race are June 18th-21st. Moberly was selected as a stop along the route from Carbondale Illinois to Grand Junction Colorado, with stops in Indiana, Minnesota, Ohio, Iowa, Missouri, Kansas & Colorado. There are typically 50 to 55 race teams and there will be fueling, support crews, staff, and overnight stays as part of it. This will also be good recognition of the Moberly Airport by the Flying community that come out to see the planes and pilots. John Brillhart, Airport Board Chairperson and EAA Chapter Chairman will serve as the Stop Chair to coordinate everything with staff, pilots, ARC and volunteers. We will do our best to support the needs of the event to make for a good show in the community airport.

Design for the two-story area has been completed. Like everything, the engineering estimates are over budget. We must put it out to bid and see where the real-world numbers come in and work back from there to see how we can make it work or cut back on the plans. We hope to have it out for bid soon.

Cemetery Department

Mike Lagle is working with part-time helper Kathy Conley to get all the of the graves properly labelled, correct names & dates. The goal is to be able to have every single burial space tied to our GIS system so from the computer we can know who owns the space, if and who is buried there, their information and an attached photo of the marker. As records were not kept of individual spaces in the past, all names were associated with a lot that in some cases contain up to 12 burial spaces. The numbers format changed many times over the years and other odd situations have made it very difficult, but they are making good progress. I am looking forward to the end result. This will require constant update with new burials, but once a format is in place, it will be much easier to maintain going forward.

There were five (5) grave lots sold; four (4) graves opened; and one (1) monument permit sold during the month of November.

B. Planning & Zoning Commission

The Planning and Zoning Commission for the City of Moberly did not hold a meeting in November 2023.

C. Code Enforcement

Wegg’s Building, 200 Block of N Clark St – We are still working on pricing/material to complete the “close up” of the Wegg’s Building, 200 in the Block of N Clark St – This property was one that the City acquired and did a partial demo on as it was collapsing. The remaining portion of the structure was stabilized and put out for proposals. It was awarded to Adam Flock in a development agreement, but they have failed to complete the required improvements and the building is standing with windows open, back wall cover blown out and roof structure exposed.

We have pressed Mr. Flock to make repairs, or we will complete them. We are at a point where we either need to move forward with some basic repairs to salvage the building or tear it down. The building is between two other old brick buildings and has an impressive store front. Either way we go we are going to spend a fair amount of money on it and saving it will be a much better-looking street scape in the downtown. Our in-house maintenance staff is preparing some costs to complete windows, roof and rear wall covering and repairs and painting to front wall/surfaces. The remaining structure of the building is good, and there is easy potential to build back the section of building that was taken down with the truss pockets remaining intact.

As you know, we currently have 2.5 people in the Code Office where we used to have 3, and the workload with the construction/housing has increased significantly. Additionally, the effort to complete/achieve code enforcement compliance has increased dramatically. Becky Bonuchi, former Animal Control Officer will be starting Dec. 18th as a full-time property/nuisance code officer. Her full focus will be exclusively on the grass, debris, derelict vehicles (on private property) and other property maintenance issues. As a result, the two Building Inspectors/Code Enforcement Officer will be handing over that work from their schedule with will allow them more time on construction sites and one of the two positions will be using their reduction in workload to absorb the Facilities Manager duties for the buildings included in the General Fund maintenance. This was previously covered by an ad-hoc group, mainly finance, and issues were passed around like a hot potato, and no one ever had time to do more than try and put out the immediate fire vs. look down the road at upcoming needs/concerns.

This will establish a go-to person that can take inventory and start working on a plan forward and have a good comparison of needs among all facilities which will allow for better decision by the finance and council as to upcoming building needs overall.

Month of November: Mark

- 50 Inspection and reinspection's
- Drove checking on violations
- Sent out letters on violations

Month of November: David

- Planning & Zoning 5%
- Commercial Inspections 5%
- Residential New Construction Inspections 50%
- Residential Remodel Inspections 10%
- Office File System Organized 5%
- Letters of City Violations 10%
- Calling and answering residents on complaints 10%
- Discussing Codes with Contractors & Residents that come in 5%

Month of November: Aaron

No planning and zoning activity at this time.

Historic Preservation conversations centered around signage, PPI Grant applications, and Occupancy inspections.

Several property maintenance complaints were next to minimal this month, the grass has stopped growing for the most part due to dry spell. Several properties were cut for the last time this fall this month.

Residential and Commercial inspections under way as well as time off for holidays and travels this past month. Discussion of nuisance protocols and setting up nuisance system to be more effective at times. School district is nearing completion, CCCB began renovations, Club Carwash wrapped up construction, and several small projects underway.

City of Moberly - Street Department

Nov.-23

MAINTENANCE FACILITY

	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	7	0	35	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	19	0	0	0	\$0.00
Winter Weather Equipment Preparations	56	0	0	0	\$0.00

ROADS & ALLEYWAYS

	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	95	0	0	0	\$0.00

Catch Basin Maintenance	54	0	0	0	\$0.00	#12.
Crack Sealing	0	0	0	0	\$0.00	
Culvert Flushing	64	0	0	0	\$0.00	
Culvert Installation	62	0	0	0	\$0.00	
Curb Repair	24	0	0	0	\$0.00	
Ditch Maintenance	6	0	0	0	\$0.00	
Ice & Snow Removal	15	0	0	0	\$0.00	
Milling	15	0	0	0	\$0.00	
Mowing, Right-Of-Ways	0	0	0	0	\$0.00	
Rock Loaded/Hauled	32	0	10.5	0	\$0.00	
Street Repair & Maintenance	55	0	0	0	\$0.00	
Street Sign Maintenance	24	0	0	0	\$0.00	
Street Sweeper Operation	144.5	0	74	0	\$0.00	
Street Sweepings Hauled To Disposal	32	0	10	0	\$0.00	
Weedeating & Brush Removal, Alleys	0	0	0	0	\$0.00	
Weedeating & Brush Removal, Streets	48	0	31	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	700	0	18	0	\$0.00	
Mowing, City Lots	0	0	0	0	\$0.00	
Outer Road Fill Dump Site Grading	27	0	0	0	\$0.00	
Sidewalk Maintenance	52	0	0	0	\$0.00	
Trash Removal & Clean-Up, Downtown	18	0	66	0	\$0.00	
Trash Removal & Clean-Up, All Wards	32	0	0	0	\$0.00	
FACILITIES & EQUIPMENT MAINTENANCE						
	Hours	O/T	Loads	Tons	Cost	
Airport Maintenance	0	0	0	0	\$0.00	
Building Maintenance	128	0	0	0	\$0.00	
Cemetery Maintenance	132	0	0	0	\$0.00	
Grounds Maintenance	1	0	0	0	\$0.00	
Landfill Maintenance	8	0	0	0	\$0.00	
Maintenance Facility Maintenance	30	0	0	0	\$0.00	
Wash Trucks & Equipment	32	0	0	0	\$0.00	
MATERIALS PURCHASED						

	Loads	Tons	Cubic Yards	Gallons	Cost	#12.
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	
<i>MECHANIC WORK PERFORMED</i>						
	Units	Hours				
Routine Service	16	41				
Maintenance And Repair	33	94				

City of *Moberly!*

To: Moberly City Council; Randall Thompson, Interim City Manager

From: Matt Douglass, Finance Director *Matt*

Subject: Monthly Report – November 2023

General Information

- ✚ Sales tax revenue was well above last year's amount for all sales taxes. Through half of the fiscal year, we are about 3% above budget and 3% over last year's amounts. Even though we were fairly aggressive in budgeting \$1 million in use tax, we are still 16% above budget.
- ✚ The last reports and documents have been delivered to the auditors for the fiscal year 2022-2023 audit. We expect to receive the audit report in the next week and I will forward it to you when received.
- ✚ The fund balance in the health trust dropped by about \$45K this month, but this is expected as the last two months of the calendar year usually have the biggest claims. December will most likely see another drop in fund balance, but we do not anticipate dropping to the same levels seen last calendar year.

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	+3.1%	Parks	+3.0%	Capital Improvement	+3.0%
Transportation	+3.0%	Use Tax	+35.3%	Downtown CID	+28.9%

Employee Health Insurance

Health claims	\$96,337.82	Pharmaceutical claims	\$38,897.77
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Health Insurance Contributions & Budget

Health Trust Contribution This Month	HSA Contributions This Month	Total Contributions This Month	Annual Budget	Budget Remaining
\$113,695.48	\$5,100.00	\$118,795.48	\$1,578,408.96	\$992,926.53

Health Trust Fund Cash Balance


	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
July	\$789,647.32	\$600,499.65	\$452,115.58	\$350,783.18	\$516,952.83	\$396,277.33	\$363,078.78
August	\$800,479.76	\$558,026.39	\$289,833.52	\$353,291.19	\$476,840.46	\$425,417.39	\$344,953.69
September	\$684,692.43	\$519,407.60	\$239,111.95	\$358,230.40	\$516,375.33	\$406,745.91	\$360,975.54
October	\$665,224.98	\$533,065.43	\$161,101.66	\$361,082.82	\$497,118.03	\$435,605.63	\$399,715.27
November	\$689,931.75	\$521,176.81	\$161,006.25	\$359,913.42	\$422,918.21	\$355,851.03	\$353,905.68
December	\$524,297.94	\$521,228.06	\$244,153.89	\$341,280.69	\$417,269.79	\$153,538.63	
January	\$590,612.39	\$549,457.98	\$309,105.79	\$436,448.97	\$339,146.79	\$140,640.39	
February	\$712,106.49	\$559,700.67	\$297,198.27	\$462,855.81	\$372,877.42	\$312,434.63	
March	\$587,567.48	\$578,509.63	\$273,648.37	\$481,687.90	\$422,345.19	\$290,958.93	
April	\$640,541.51	\$599,662.04	\$278,933.28	\$520,587.99	\$271,965.89	\$228,595.23	
May	\$608,960.67	\$543,627.95	\$309,247.58	\$473,770.32	\$338,672.63	\$337,349.11	
June	\$569,163.71	\$512,223.04	\$360,812.59	\$519,861.25	\$358,399.51	\$352,279.12	

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 November 2023.


Matthew P. Douglass, City Treasurer

City of Moberly Cash Balance Report - November 2023

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	2,411,634.28	603,553.33	-	674,345.87	20,833.33	2,320,008.41
102	Non-Resident Lodging Tax	211,340.66	957.12	-	14,500.00	-	197,797.78
105	Payroll	571,695.80	1,689.01	-	42,090.58	-	531,294.23
110	Solid Waste	860,538.06	96,709.01	-	123,732.87	-	833,514.20
114	Heritage Hills Golf Course	-	-	103,834.00	103,834.00	-	-
115	Parks and Recreation	(8,467.85)	33,735.29	109,641.25	147,817.31	-	(12,908.62)
116	Park Sales Tax	684,099.24	127,517.39	-	-	213,475.25	598,141.38
120	Airport	(186,999.26)	51,284.79	-	53,630.46	-	(189,344.93)
125	Perpetual Care Cemetery Sales	6,128.23	6,500.00	-	-	-	12,628.23
126	Perpetual Care Cemetery Investment	549,346.63	1,641.09	-	-	-	550,987.72
135	ARPA Grant Fund	2,688,642.25	7,943.27	-	-	-	2,696,585.52
136	ARPA Grant Projects Fund	(8,005.63)	-	-	16,894.50	-	(24,900.13)
137	Use Tax Trust	259,693.61	767.23	-	-	-	260,460.84
140	Veterans Memorial Flag Project	40,505.85	794.67	-	291.46	-	41,009.06
300	Utilities Collection	-	510,254.53	-	49,416.72	460,837.81	-
301	Utilities Operation and Maintenance	(22,388.19)	-	484,402.00	474,152.59	-	(12,138.78)
302	Utilities Replacement	749,908.58	-	4,125.00	-	-	754,033.58
303	Utilities Operating Reserve	613,263.86	4,027.33	(154,015.37)	28,310.62	-	434,965.20
306	Utilities Consumer Security	205,146.04	-	-	981.79	-	204,164.25
307	Sugar Creek Lake Fund	66,296.61	495.87	-	-	-	66,792.48
314	Route JJ Sewer Extension Fund	(374,285.48)	-	-	-	-	(374,285.48)
350	EDA Grant Projects Fund	(2,284,474.36)	-	-	7,556.04	-	(2,292,030.40)
377	2004B SRF Bonds Debt Service	1,298,375.51	3,835.89	42,427.55	38,112.13	-	1,306,526.82
378	2006A SRF Bonds Debt Service	1,924,418.31	5,685.46	34,273.65	27,276.65	-	1,937,100.77
379	2004C Bond Debt Service	203,681.15	601.75	29,934.58	26,448.94	-	207,768.54
380	2008A Bonds Debt Service	141,451.72	417.90	14,569.86	37,553.33	-	118,886.15
381	ESP Projects Debt Service	158,443.44	468.10	49,624.98	-	-	208,536.52
Escrow		1,026,212.66	-	-	-	-	1,026,212.66
(funds 300-381 + escrow)		3,706,049.85	525,786.83	505,342.25	689,808.81	460,837.81	3,586,532.31
304	Capital Improvement Trust	1,243,690.75	113,492.12	-	7,480.00	54,587.77	1,295,115.10
400	911 Emergency Telephone	43,150.48	65,607.30	20,833.33	77,950.96	-	51,640.15
406	Inmate Security Fund	18,877.44	1,476.27	-	-	-	20,353.71
408	Police Forfeiture Fund	-	-	-	-	-	-
600	Transportation Trust	2,727,348.26	117,875.44	-	84,341.86	-	2,760,881.84
601	Street Improvement	541,830.08	43,669.97	-	56,008.13	-	529,491.92
900	MODAG Grant/Loan	22,751.26	67.22	-	-	-	22,818.48
901	Misc. Project Residuals	156,667.58	462.86	-	-	-	157,130.44

City of Moberly Cash Balance Report - November 2023							
Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
903	Ameren MO Solar Rebates	336,668.72	-	-	1,719.49	-	334,949.23
904	Hometown Strong Fund	-	-	-	-	-	-
905	Retail Consulting Fund	17,326.93	51.19	-	-	-	17,378.12
906	Solar Systems Settlement Fund	738,972.74	-	-	3,910.33	-	735,062.41
908	Railcar Preservation Fund	670.95	1.98	-	-	-	672.93
909	Lucille Manor CDBG Reimbursement	241,453.88	713.35	-	-	-	242,167.23
911	Downtown CID Sales Tax	206,006.32	10,548.99	-	32,795.80	-	183,759.51
912	Downtown CID Property Tax	283,462.48	837.46	-	4,828.51	1,733.84	277,737.59
914	Downtown NID Cost of Issuance	-	-	-	-	-	-
915	Downtown NID Street Projects	137,005.59	-	-	-	-	137,005.59
916	Downtown NID Sewer Projects	1,516,994.41	-	-	-	-	1,516,994.41
918	Downtown NID Debt Service	76,598.37	226.30	11,817.17	-	-	88,641.84
919	Downtown Hotel Fund	-	-	-	-	-	-
995	Health Trust	399,858.80	138,902.34	-	184,855.46	-	353,905.68
995	Investments	-	-	-	-	-	-
Total Health Trust		399,858.80	138,902.34	-	184,855.46	-	353,905.68
Total Cash		20,495,536.76	1,952,811.82	751,468.00	2,320,836.40	751,468.00	20,127,512.18

City of Moberly Budget Comparison Report - November 2023

		Percentage of Year Completed					Expenditures					41.67%
		Revenues										
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	Total Budget	% of Budget	
100	General	603,553.33	3,589,088.21	11,868,752.18	30.24%	716,402.84	4,043,465.77	11,868,752.18	34.07%			
102	Non-Resident Lodging Tax	957.12	47,107.02	117,000.00	40.26%	14,500.00	57,200.00	116,240.00	49.21%			
105	Payroll	1,689.01	8,641.46	0.00	0.00%	40,843.88	45,205.94	0.00	0.00%			
110	Solid Waste	96,709.01	540,657.82	1,308,000.00	41.33%	120,074.10	541,251.69	1,347,630.00	40.16%			
114	Heritage Hills Golf Course	103,834.00	135,304.01	162,134.00	83.45%	103,834.00	135,304.01	162,134.00	83.45%			
115	Parks and Recreation	143,376.54	1,271,527.21	3,157,412.83	40.27%	143,376.54	1,271,527.21	3,157,412.83	40.27%			
116	Park Sales Tax	127,517.39	726,294.03	1,695,000.00	42.85%	213,475.25	1,216,030.55	1,888,207.83	64.40%			
120	Airport	51,284.79	186,231.50	608,333.45	30.61%	54,090.08	207,420.79	607,083.63	34.17%			
125	Perpetual Care Cemetery Sales	6,500.00	11,919.00	25,000.00	47.68%	0.00	0.00	25,000.00	0.00%			
126	Perpetual Care Cemetery Investment	1,641.09	8,683.72	39,500.00	21.98%	0.00	0.00	14,500.00	0.00%			
135	ARPA Grant Fund	7,943.27	41,764.07	65,000.00	64.25%	0.00	2,200.00	2,000,000.00	0.11%			
136	ARPA Grant Projects Fund	0.00	0.00	7,074,999.00	0.00%	16,894.50	24,900.13	7,199,999.00	0.35%			
137	Veterans Memorial Flag Project	794.67	2,055.19	2,500.00	82.21%	291.46	1,482.76	1,000.00	148.28%			
138	Utilities Collection	510,254.53	3,134,893.73	7,928,925.28	39.54%	511,169.77	3,158,171.77	7,928,925.28	39.83%			
301	Utilities Operation and Maintenance	484,402.00	2,329,240.32	5,716,192.99	40.75%	484,402.00	2,329,240.32	5,716,192.99	40.75%			
302	Utilities Replacement	4,125.00	20,625.00	49,500.00	41.67%	0.00	0.00	0.00	0.00%			
303	Utilities Operating Reserve	-149,988.04	-52,744.92	183,729.09	-28.71%	28,310.62	327,953.50	107,159.15	306.04%			
304	Capital Improvement Trust	113,492.12	637,321.45	1,496,000.00	42.60%	62,067.77	325,191.10	984,813.35	33.02%			
307	Sugar Creek Lake Fund	495.87	2,078.98	3,000.00	69.30%	0.00	0.00	0.00	0.00%			
314	Route JJ Sewer Extension Fund	0.00	0.00	1,464,148.00	0.00%	0.00	5,478.59	1,372,148.00	0.40%			
350	EDA Grant Projects Fund	0.00	0.00	6,128,287.00	0.00%	7,556.04	683,861.32	6,030,282.33	11.34%			
377	2004B SRF Bonds Debt Service	46,263.44	232,146.25	540,630.63	42.94%	38,112.13	190,560.65	1,415,294.03	13.46%			
378	2006A SRF Bonds Debt Service	39,959.11	201,026.05	456,283.75	44.06%	27,276.65	142,966.63	374,712.50	38.15%			
379	2004C Bond Debt Service	30,536.33	155,911.22	363,715.00	42.87%	26,448.94	132,244.70	327,150.00	40.42%			
380	2008A Bonds Debt Service	14,987.76	76,512.89	177,338.35	43.15%	37,553.33	75,106.66	159,443.95	47.11%			
381	ESP Projects Debt Service	50,093.08	251,140.65	599,099.74	41.92%	0.00	270,681.70	541,363.40	50.00%			
400	911 Emergency Telephone	86,440.63	444,113.89	669,890.00	66.30%	80,367.41	361,980.98	696,666.69	51.96%			
406	Inmate Security Fund	1,476.27	4,425.53	1,000.00	442.55%	0.00	0.00	0.00	0.00%			
600	Transportation Trust	117,875.44	701,260.36	2,459,900.00	28.51%	84,341.86	747,605.34	1,614,800.00	46.30%			
601	Street Improvement	43,669.97	242,903.87	527,500.00	46.05%	56,008.13	253,536.89	725,928.00	34.93%			
903	Ameren MO Solar Rebates	0.00	0.00	0.00	0.00%	1,719.49	8,597.45	0.00	0.00%			

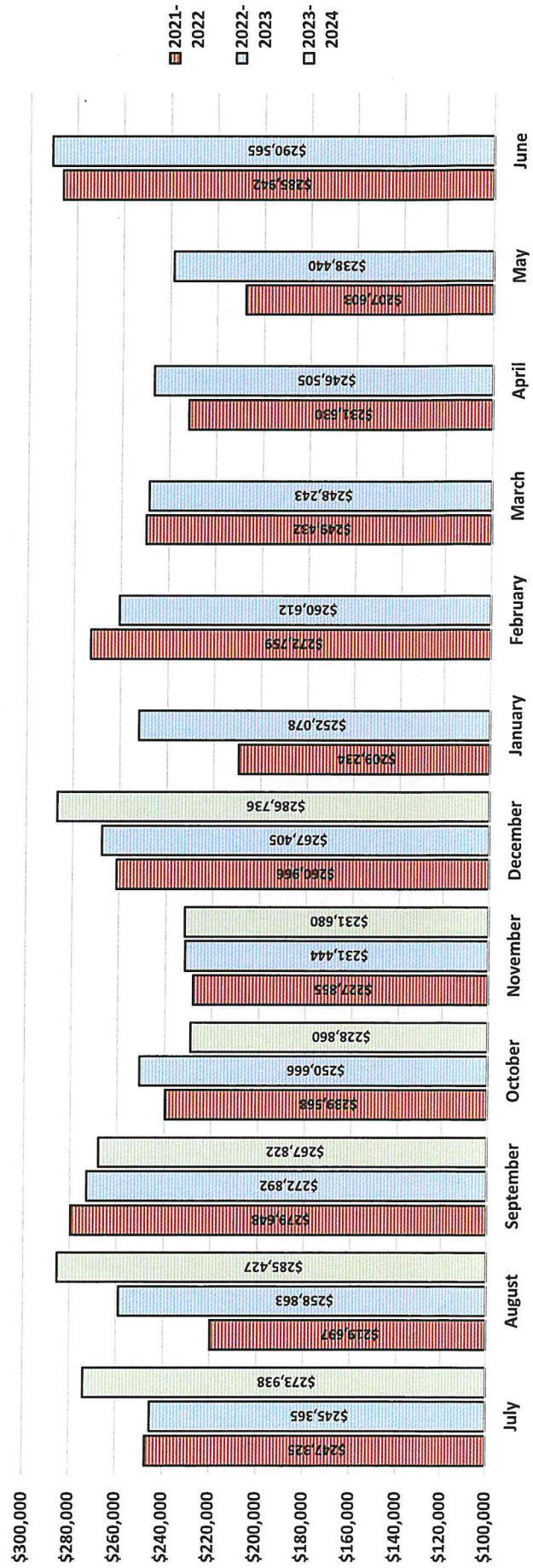
City of Moberly Budget Comparison Report - November 2023

Percentage of Year Completed											41.67%
Revenues						Expenditures					
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget		
904	Hometown Strong Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%		
905	Retail Consulting Fund	51.19	268.83	0.00	0.00%	0.00	0.00	0.00	0.00%		
906	Solar Systems Settlement Fund	0.00	0.00	0.00	0.00%	3,910.33	19,551.65	0.00	0.00%		
908	Railcar Preservation Fund	1.98	10.41	0.00	0.00%	0.00	0.00	0.00	0.00%		
909	Lucille Manor CDBG Reimbursement	713.35	7,538.51	30,325.00	24.86%	0.00	0.00	150,000.00	0.00%		
911	Downtown CID Sales Tax	10,548.99	58,834.41	101,680.00	57.86%	32,795.80	55,201.30	101,300.00	54.49%		
912	Downtown CID Property Tax	837.46	15,901.52	215,000.00	7.40%	6,562.35	75,612.47	462,616.08	16.34%		
914	Downtown NID Cost of Issuance	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%		
915	Downtown NID Street Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%		
916	Downtown NID Sewer Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%		
918	Downtown NID Debt Service	12,043.47	60,510.79	143,906.04	42.05%	0.00	64,457.30	128,914.60	50.00%		
103	Downtown Hotel Fund	0.00	0.00	275,000.00	0.00%	0.00	0.00	275,000.00	0.00%		
	Health Trust	138,902.34	707,208.33	0.00	0.00%	184,855.46	701,283.06	0.00	0.00%		
TOTALS		2,702,982.51	15,800,401.31	55,654,682.33	28.39%	3,097,240.73	17,475,272.23	57,500,669.82	30.39%		

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

	2021-2022					2022-2023					2023-2024				
	Budget Comparison				YTD	Budget Comparison				YTD	Budget Comparison				YTD
	Amount	YTD	Change	YTD Budgeted Amount		Amount	YTD	Change	YTD Budgeted Amount		Amount	YTD	Change	YTD Budgeted Amount	
July	\$247,325	\$247,325	-1.1%	225,000		\$245,365	\$245,365	-0.8%	245,833		\$273,938	\$273,938	11.6%	254,167	7.8%
August	\$219,697	\$467,022	1.3%	450,000		\$504,227	\$504,227	8.0%	491,667		\$559,365	\$559,365	10.9%	508,333	10.0%
September	\$279,648	\$746,670	2.8%	675,000		\$777,119	\$777,119	4.1%	737,500		\$827,187	\$827,187	6.4%	762,500	8.5%
October	\$239,568	\$986,238	4.1%	900,000		\$1,027,785	\$1,027,785	4.2%	983,333		\$1,056,046	\$1,056,046	2.7%	1,016,667	3.9%
November	\$227,855	\$1,214,092	7.5%	1,125,000		\$1,259,229	\$1,259,229	3.7%	1,229,167		\$1,287,726	\$1,287,726	2.3%	1,270,833	1.3%
December	\$260,966	\$1,475,059	8.0%	1,350,000		\$1,526,635	\$1,526,635	3.5%	1,475,000		\$1,574,462	\$1,574,462	3.1%	1,525,000	3.2%
January	\$209,234	\$1,684,292	6.8%	1,575,000		\$1,778,713	\$1,778,713	5.6%	1,720,833					1,779,167	
February	\$272,759	\$1,957,051	9.0%	1,800,000		\$2,039,325	\$2,039,325	4.2%	1,966,667					2,033,333	
March	\$249,432	\$2,206,484	8.7%	2,025,000		\$2,287,568	\$2,287,568	3.7%	2,212,500					2,287,500	
April	\$231,630	\$2,438,114	9.5%	2,250,000		\$2,534,072	\$2,534,072	3.9%	2,458,333					2,541,667	
May	\$207,603	\$2,645,716	8.2%	2,475,000		\$2,772,512	\$2,772,512	4.8%	2,704,167					2,795,833	
June	\$285,942	\$2,931,659	6.5%	2,700,000		\$3,063,077	\$3,063,077	4.5%	2,950,000					3,050,000	
Total	\$2,931,659					\$3,063,077					\$1,574,462				

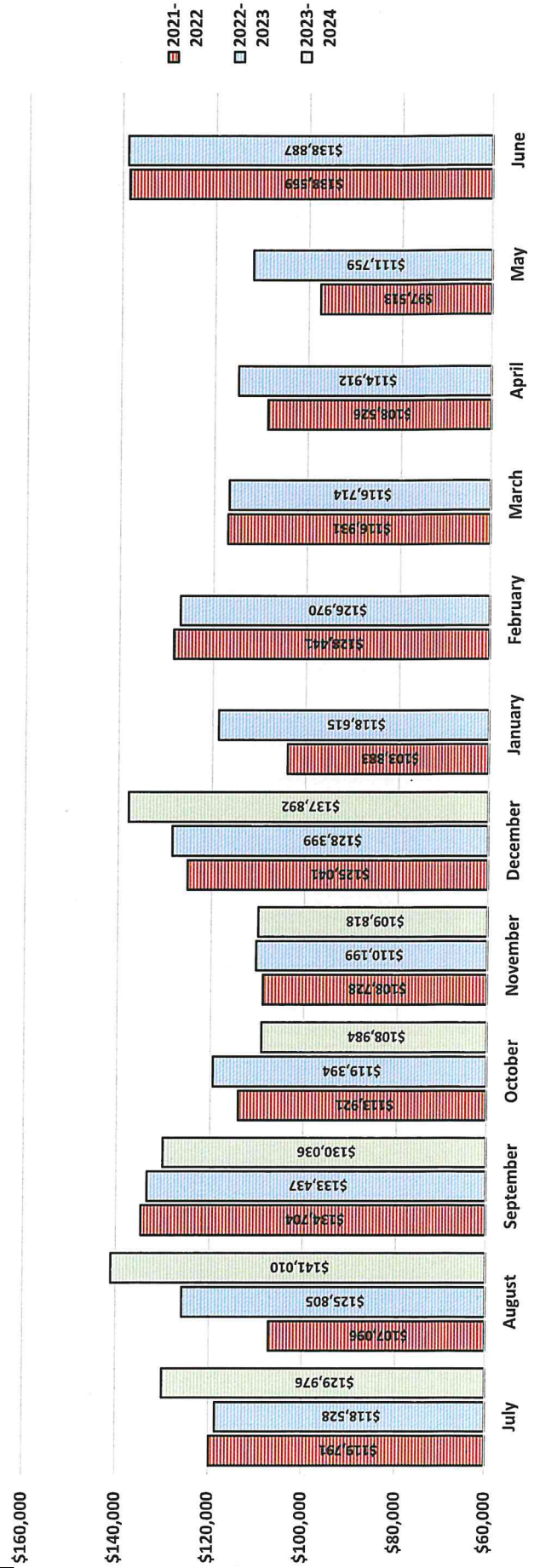
Annual Comparison by Month



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

	2021-2022					2022-2023					2023-2024				
	Budget Comparison				+/-	Budget Comparison				+/-	Budget Comparison				+/-
	Amount	YTD Amount	YTD Change	YTD Budgeted Amount		Amount	YTD Amount	YTD Change	YTD Budgeted Amount		Amount	YTD Amount	YTD Change	YTD Budgeted Amount	
July	\$119,791	\$119,791	-1.6%	108,333	10.6%	\$118,528	\$118,528	-1.1%	117,500	0.9%	\$129,976	\$129,976	9.7%	122,917	5.7%
August	\$107,096	\$226,888	1.4%	216,667	4.7%	\$125,805	\$244,333	7.7%	235,000	4.0%	\$141,010	\$270,986	10.9%	245,833	10.2%
September	\$134,704	\$361,592	3.0%	325,000	11.3%	\$133,437	\$377,769	4.5%	352,500	7.2%	\$130,036	\$401,022	6.2%	368,750	8.8%
October	\$113,921	\$475,513	4.1%	433,333	9.7%	\$119,394	\$497,163	4.6%	470,000	5.8%	\$108,984	\$510,006	2.6%	491,667	3.7%
November	\$108,728	\$584,240	7.4%	541,667	7.9%	\$110,199	\$607,363	4.0%	587,500	3.4%	\$109,818	\$619,824	2.1%	614,583	0.9%
December	\$125,041	\$709,282	7.7%	650,000	9.1%	\$128,399	\$735,762	3.7%	705,000	4.4%	\$137,892	\$757,716	3.0%	737,500	2.7%
January	\$103,883	\$813,165	7.1%	758,333	7.2%	\$118,615	\$854,377	5.1%	822,500	3.9%				860,417	
February	\$128,441	\$941,606	9.1%	866,667	8.6%	\$126,970	\$981,348	4.2%	940,000	4.4%				983,333	
March	\$116,931	\$1,058,537	8.6%	975,000	8.6%	\$116,714	\$1,098,061	3.7%	1,057,500	3.8%				1,106,250	
April	\$108,526	\$1,167,063	9.5%	1,083,333	7.7%	\$114,912	\$1,212,973	3.9%	1,175,000	3.2%				1,229,167	
May	\$97,513	\$1,264,576	7.7%	1,191,667	6.1%	\$111,759	\$1,324,732	4.8%	1,292,500	2.5%				1,352,083	
June	\$138,569	\$1,403,145	6.4%	1,300,000	7.9%	\$138,887	\$1,463,619	4.3%	1,410,000	3.8%				1,475,000	
Total	\$1,403,145					\$1,463,619					\$757,716				

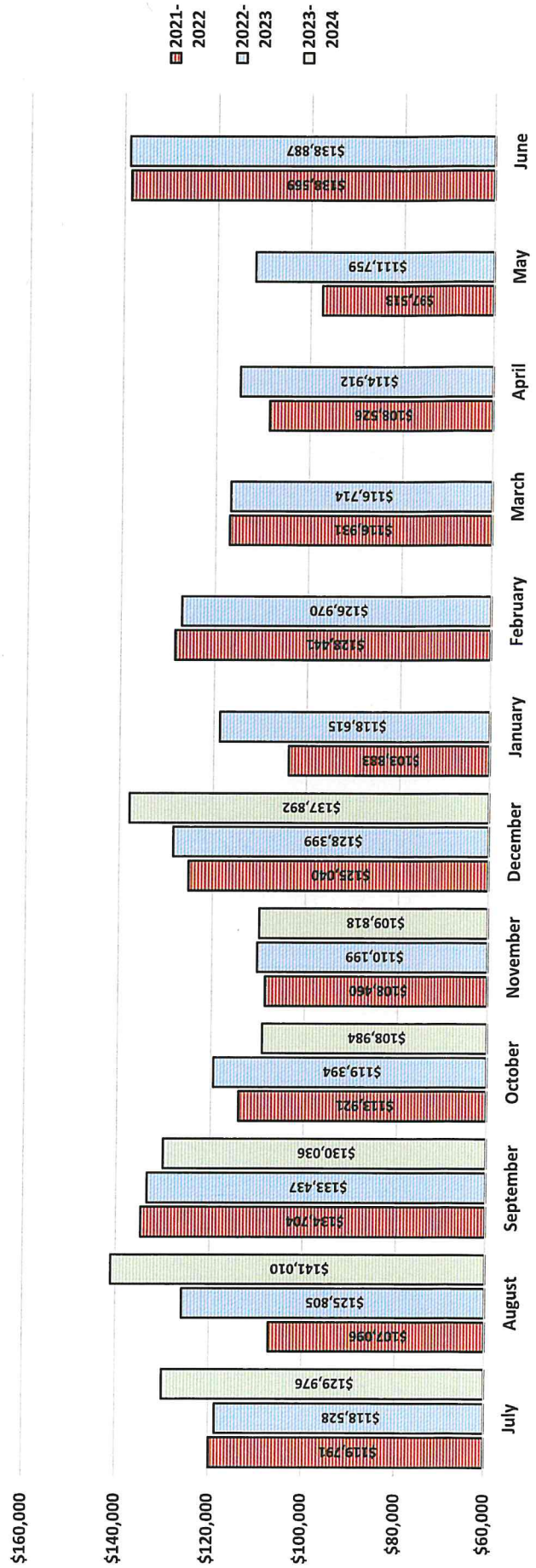
Annual Comparison by Month



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

	2021-2022					2022-2023					2023-2024				
	Budget Comparison				YTD	Budget Comparison				YTD	Budget Comparison				YTD
	Amount	YTD Amount	YTD Change	YTD Budgeted Amount		Amount	YTD Amount	YTD Change	YTD Budgeted Amount		Amount	YTD Amount	YTD Change	YTD Budgeted Amount	
July	\$119,791	\$119,791	-1.6%	108,333	10.6%	\$118,528	\$118,528	-1.1%	117,500	0.9%	\$129,976	\$129,976	9.7%	122,917	5.7%
August	\$107,096	\$226,888	1.4%	216,667	4.7%	\$125,805	\$244,333	7.7%	235,000	4.0%	\$141,010	\$270,986	10.9%	245,833	10.2%
September	\$134,704	\$361,592	3.0%	325,000	11.3%	\$133,437	\$377,769	4.5%	352,500	7.2%	\$130,036	\$401,022	6.2%	368,750	8.8%
October	\$113,921	\$475,513	4.1%	433,333	9.7%	\$119,394	\$497,163	4.6%	470,000	5.8%	\$108,984	\$510,006	2.6%	491,667	3.7%
November	\$108,460	\$583,973	7.4%	541,667	7.8%	\$110,199	\$607,363	4.0%	587,500	3.4%	\$109,818	\$619,824	2.1%	614,583	0.9%
December	\$125,040	\$709,013	7.7%	650,000	9.1%	\$128,399	\$735,762	3.8%	705,000	4.4%	\$137,892	\$757,716	3.0%	737,500	2.7%
January	\$103,883	\$812,896	7.0%	758,333	7.2%	\$118,615	\$854,377	5.1%	822,500	3.9%				860,417	
February	\$128,441	\$941,337	9.0%	866,667	8.6%	\$126,970	\$981,348	4.3%	940,000	4.4%				983,333	
March	\$116,931	\$1,058,268	8.6%	975,000	8.5%	\$116,714	\$1,098,061	3.8%	1,057,500	3.8%				1,106,250	
April	\$108,526	\$1,166,794	9.5%	1,083,333	7.7%	\$114,912	\$1,212,973	4.0%	1,175,000	3.2%				1,229,167	
May	\$97,513	\$1,264,307	7.7%	1,191,667	6.1%	\$111,759	\$1,324,732	4.8%	1,292,500	2.5%				1,352,083	
June	\$138,569	\$1,402,876	6.3%	1,300,000	7.9%	\$138,887	\$1,463,619	4.3%	1,410,000	3.8%				1,475,000	
Total	\$1,402,876					\$1,463,619					\$757,716				

Annual Comparison by Month

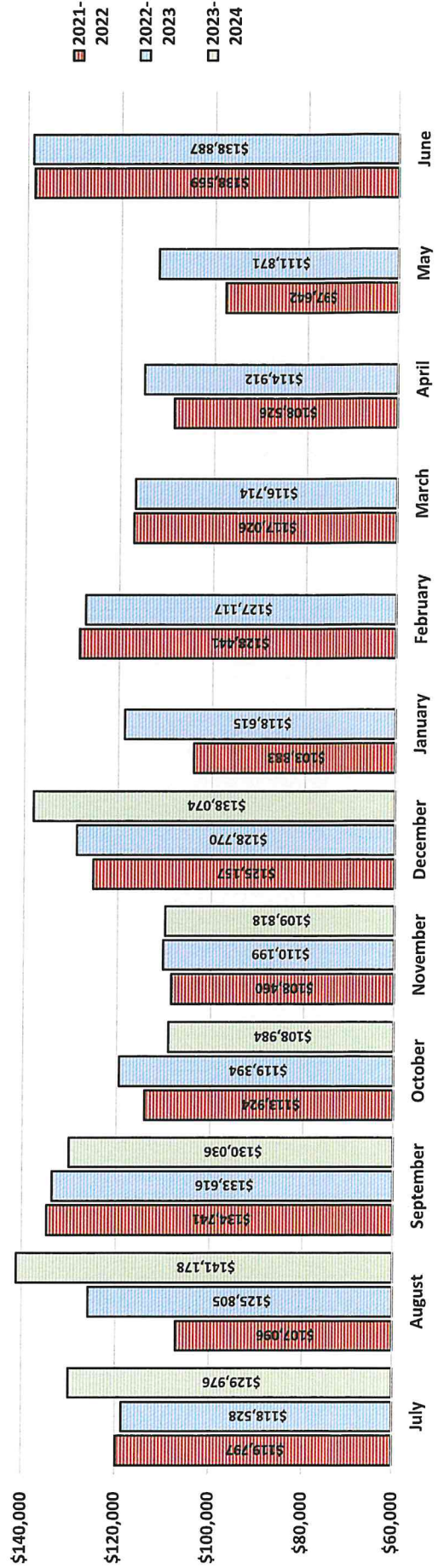


City of Moberly One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis

	2021-2022					2022-2023					2023-2024				
	Budget Comparison				YTD	Budget Comparison				YTD	Budget Comparison				YTD
	Amount	YTD	Change	YTD Budgeted Amount		Amount	YTD	Change	YTD Budgeted Amount		Amount	YTD	Change	YTD Budgeted Amount	
July	\$119,797	\$119,797	-1.6%	108,333		\$118,528	\$118,528	-1.1%	117,500		\$129,976	\$129,976	9.7%	122,917	5.7%
August	\$107,096	\$226,894	1.4%	216,667		\$125,805	\$244,333	7.7%	235,000		\$141,178	\$271,154	11.0%	245,833	10.3%
September	\$134,741	\$361,635	3.0%	325,000		\$133,616	\$377,949	4.5%	352,500		\$130,036	\$401,190	6.1%	368,750	8.8%
October	\$113,924	\$475,558	4.1%	433,333		\$119,394	\$497,343	4.6%	470,000		\$108,984	\$510,175	2.6%	491,667	3.8%
November	\$108,460	\$584,018	7.4%	541,667		\$110,199	\$607,542	4.0%	587,500		\$109,818	\$619,992	2.0%	614,583	0.9%
December	\$125,157	\$709,176	7.7%	650,000		\$128,770	\$736,313	3.8%	705,000		\$138,074	\$758,066	3.0%	737,500	2.8%
January	\$103,883	\$813,059	7.0%	758,333		\$118,615	\$854,928	5.1%	822,500					860,417	
February	\$128,441	\$941,500	9.0%	866,667		\$127,117	\$982,045	4.3%	940,000					983,333	
March	\$117,026	\$1,058,525	8.6%	975,000		\$116,714	\$1,098,759	3.8%	1,057,500					1,106,250	
April	\$108,526	\$1,167,051	9.5%	1,083,333		\$114,912	\$1,213,670	4.0%	1,175,000					1,229,167	
May	\$97,642	\$1,264,693	7.7%	1,191,667		\$111,871	\$1,325,541	4.8%	1,292,500					1,352,083	
June	\$138,569	\$1,403,262	6.4%	1,300,000		\$138,887	\$1,464,428	4.4%	1,410,000					1,475,000	
Total	\$1,403,262					\$1,464,428					\$758,066				

Annual Comparison by Month

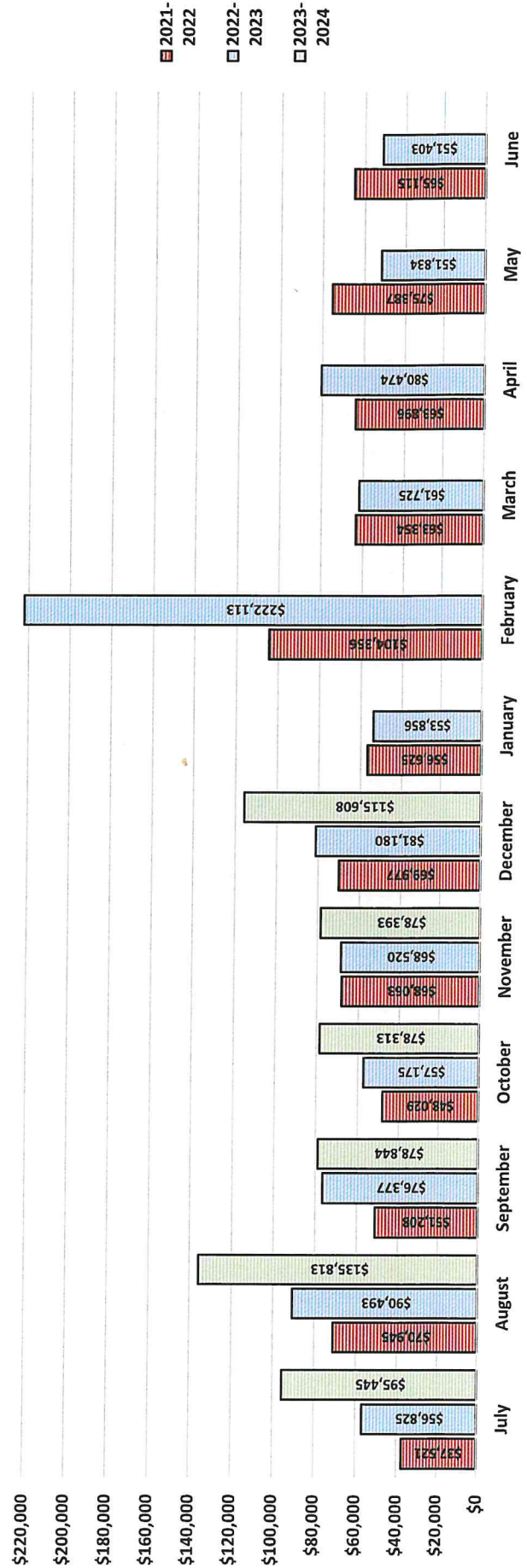
\$160,000



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

	2021-2022					2022-2023					2023-2024				
					Budget Comparison					Budget Comparison					Budget Comparison
	Amount	YTD Amount	YTD Change	YTD Budgeted Amount	+/- Budget %	Amount	YTD Amount	YTD Change	YTD Budgeted Amount	+/- Budget %	Amount	YTD Amount	YTD Change	YTD Budgeted Amount	+/- Budget %
July	\$37,521	\$37,521	-19.1%	54,167	-30.7%	\$56,825	\$56,825	51.4%	60,417	-5.9%	\$95,445	\$95,445	68.0%	83,333	14.5%
August	\$70,945	\$108,466	0.8%	108,333	0.1%	\$90,493	\$147,319	35.8%	120,833	21.9%	\$135,813	\$231,258	57.0%	166,667	38.8%
September	\$51,208	\$159,674	2.9%	162,500	-1.7%	\$76,377	\$223,695	40.1%	181,250	23.4%	\$78,844	\$310,103	38.6%	250,000	24.0%
October	\$48,029	\$207,702	0.0%	216,667	-4.1%	\$57,175	\$280,870	35.2%	241,667	16.2%	\$78,313	\$388,416	38.3%	333,333	16.5%
November	\$68,063	\$275,765	3.7%	270,833	1.8%	\$68,520	\$349,390	26.7%	302,083	15.7%	\$79,393	\$466,808	33.6%	416,667	12.0%
December	\$69,977	\$345,742	10.2%	325,000	6.4%	\$81,180	\$430,570	24.5%	362,500	18.8%	\$115,608	\$582,416	35.3%	500,000	16.5%
January	\$56,625	\$402,367	13.2%	379,167	6.1%	\$53,856	\$484,427	20.4%	422,917	14.5%					
February	\$104,356	\$506,723	16.6%	433,333	16.9%	\$222,113	\$706,540	39.4%	483,333	46.2%					
March	\$63,354	\$570,077	13.9%	487,500	16.9%	\$61,725	\$768,265	34.8%	543,750	41.3%					
April	\$63,896	\$633,973	14.1%	541,667	17.0%	\$80,474	\$848,739	33.9%	604,167	40.5%					
May	\$75,387	\$709,360	17.6%	595,833	19.1%	\$51,834	\$900,572	27.0%	664,583	35.5%					
June	\$65,115	\$774,475	17.6%	650,000	19.1%	\$51,403	\$951,975	22.9%	725,000	31.3%					
Total	\$774,475					\$951,975					\$582,416			1,000,000	

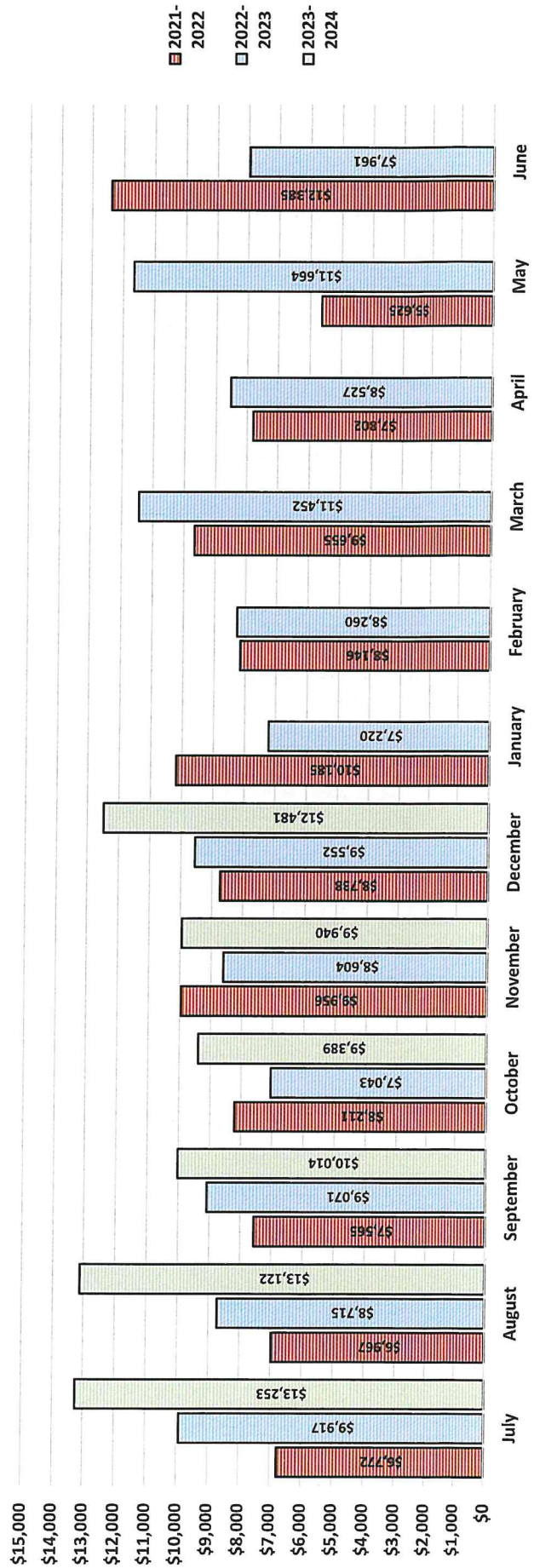
Annual Comparison by Month



City of Moberly One Percent (1%) Downtown CID Fund Sales & Use Tax Analysis

	2021-2022					2022-2023					2023-2024				
					Budget Comparison					Budget Comparison					Budget Comparison
	Amount	YTD Amount	YTD Change	YTD Budgeted Amount	+/- Budget %	Amount	YTD Amount	YTD Change	YTD Budgeted Amount	+/- Budget %	Amount	YTD Amount	YTD Change	YTD Budgeted Amount	+/- Budget %
July	\$6,772	\$6,772	92.0%	4,583	47.7%	\$9,917	\$9,917	46.5%	8,333	19.0%	\$13,253	\$13,253	33.6%	8,333	59.0%
August	\$6,967	\$13,738	53.5%	9,167	49.9%	\$8,715	\$18,632	35.6%	16,667	11.8%	\$13,122	\$26,374	41.6%	16,667	58.2%
September	\$7,565	\$21,303	42.5%	13,750	54.9%	\$9,071	\$27,703	30.0%	25,000	10.8%	\$10,014	\$36,388	31.4%	25,000	45.6%
October	\$8,211	\$29,514	57.8%	18,333	61.0%	\$7,043	\$34,746	17.7%	33,333	4.2%	\$9,389	\$45,777	31.7%	33,333	37.3%
November	\$9,956	\$39,470	80.3%	22,917	72.2%	\$8,604	\$43,350	9.8%	41,667	4.0%	\$9,940	\$55,718	28.5%	41,667	33.7%
December	\$8,738	\$48,208	73.1%	27,500	75.3%	\$9,552	\$52,902	9.7%	50,000	5.8%	\$12,481	\$68,199	28.9%	50,000	36.4%
January	\$10,185	\$58,393	81.7%	32,083	82.0%	\$7,220	\$60,122	3.0%	58,333	3.1%				58,333	
February	\$8,146	\$66,539	80.2%	36,667	81.5%	\$8,260	\$68,382	2.8%	66,667	2.6%				66,667	
March	\$7,655	\$76,194	83.6%	41,250	84.7%	\$11,452	\$79,834	4.8%	75,000	6.4%				75,000	
April	\$7,802	\$83,996	74.0%	45,833	83.3%	\$8,527	\$88,361	5.2%	83,333	6.0%				83,333	
May	\$5,625	\$89,620	71.9%	50,417	77.8%	\$11,664	\$100,026	11.6%	91,667	9.1%				91,667	
June	\$12,385	\$102,005	72.3%	55,000	85.5%	\$7,961	\$107,987	5.9%	100,000	8.0%				100,000	
Total	\$102,005					\$107,987					\$68,199				

Annual Comparison by Month



City of Moberly Health Plan Trust
Comparative Profit & Loss Statement - November 2023

<u>Income</u>		<u>July-November 2023</u>	<u>July-November 2022</u>	<u>\$ Change</u>	<u>% Change</u>
4900	Miscellaneous	22,291.99	32,192.14	(9,900.15)	-30.75%
4901	Interest Income	5,130.24	1,972.01	3,158.23	160.15%
4950	Employer Contributions	563,495.82	537,045.20	26,450.62	4.93%
4951	Employee Contributions	114,430.38	104,852.56	9,577.82	9.13%
4952	Employee Cobra Payments	0.00	281.52	(281.52)	-100.00%
4953	Reinsurance Refunds	1,109.90	37,759.01	(36,649.11)	-97.06%
4954	Employee Buy-up Premiums	<u>750.00</u>	<u>1,900.00</u>	<u>(1,150.00)</u>	<u>-60.53%</u>
Total Income		707,208.33	716,002.44	(8,794.11)	-1.23%
<u>Expenditures</u>					
5406	Contracted Services	2,028.00	558.00	1,470.00	263.44%
5806	Miscellaneous	6.00	54.00	(48.00)	-88.89%
5817	Bank Fees	355.93	732.62	(376.69)	-51.42%
5850	Health Claims Paid	332,709.10	465,399.60	(132,690.50)	-28.51%
5851	Pharmaceuticals	114,354.39	75,592.82	38,761.57	51.28%
5852	Reinsurance Premiums	165,056.70	113,642.60	51,414.10	45.24%
5853	Life Insurance Premiums	12,340.67	10,894.13	1,446.54	13.28%
5854	Medical Claims Admin Fees	32,071.72	25,322.91	6,748.81	26.65%
5855	Dental Claims Admin Fees	3,934.55	1,313.20	2,621.35	199.62%
5856	Air Ambulance Memberships	6,721.00	5,546.00	1,175.00	21.19%
5857	Dental Claims Paid	31,187.50	22,979.21	8,208.29	35.72%
5858	HSA Account Fees	<u>517.50</u>	<u>427.50</u>	<u>90.00</u>	<u>21.05%</u>
Total Expenditures		<u>701,283.06</u>	<u>722,462.59</u>	<u>(21,179.53)</u>	<u>-2.93%</u>
Net Income (Loss)		<u>5,925.27</u>	<u>(6,460.15)</u>	<u>12,385.42</u>	<u>-191.72%</u>

City of Moberly Health Plan Trust
Comparative Balance Sheet - November 30, 2022

<u>ASSETS</u>	<u>November 30, 2023</u>	<u>November 30, 2022</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>353,905.68</u>	<u>355,851.03</u>	<u>(1,945.35)</u>	<u>-0.55%</u>
Total Current Assets	<u>353,905.68</u>	<u>355,851.03</u>	<u>(1,945.35)</u>	<u>-0.55%</u>
Other Assets				
1300 Investments	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
Total Other Assets	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
TOTAL ASSETS	<u>353,905.68</u>	<u>355,851.03</u>	<u>(1,945.35)</u>	<u>-0.55%</u>
 <u>LIABILITIES & EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	<u>347,980.41</u>	<u>362,311.18</u>	<u>(14,330.77)</u>	<u>-3.96%</u>
Net Income (Loss)	<u>5,925.27</u>	<u>(6,460.15)</u>	<u>12,385.42</u>	<u>-191.72%</u>
Total Equity	<u>353,905.68</u>	<u>355,851.03</u>	<u>(1,945.35)</u>	<u>-0.55%</u>
TOTAL LIABILITIES & EQUITY	<u>353,905.68</u>	<u>355,851.03</u>	<u>(1,945.35)</u>	<u>-0.55%</u>



Monthly Report

November 2023

	2023		2022
Parks	Thompson Campground	60	Campground Daily(55) Monthly (5) 73
	Misc. Thompson Campground	-	-
	Miscellaneous Park Fees	\$0.00	\$112.40
	Overnight Fishing Passes	-	-
	Paddleboat Rental	-	-
	Canoe Storage	-	-
	Archery Range	-	-
	Overlook & Plaza	1	Internal: City Holiday(1) 1
	Midway	1	Internal: City Holiday(1) 1
	Equestrian Area/ Rodeo Ground	1	Internal: City Holiday(1) 1
			Family Luncheon(1) Gender
			Reveal(1) Thanksgiving
	James Youth Center	8	Gathering(2) Boy Scout 10
			Meetings(2) MASA Soccer
			Meeting(1) Internal: Holiday(Hold for 2 days)
			Cowboys for Christmas Event(1
			res. For 3 days) Birthday Party(1)
	Lodge	6	Retirement Party(1) Private 7
			Event(1) Family Thanksgiving(1)
			Internal: Holiday(Hold for 2 days)
Fields	Lion's Beuth Park	1	Internal: City Holiday(1) 1
	Tannehill Park & Gazebo	1	Internal: City Holiday(1) 2
	Depot Park (Entire Park)	1	Internal: City Holiday(1) 2
	Rothwell Park 5K / Complex 5K	2	Internal: City Holiday(2, one for each location) 2
		2023	2022
	Red 1	1	Internal: City Holiday(1) 1
	Red 2	1	Internal: City Holiday(1) 1
	Blue 1	1	Internal: City Holiday(1) 1
	Blue 2	1	Internal: City Holiday(1) 1
	Blue 3	1	Internal: City Holiday(1) 1
	Green 1	1	Internal: City Holiday(1) 1
	Green 2	1	Internal: City Holiday(1) 1
	Green 3	1	Internal: City Holiday(1) 1
	Green 4	1	Internal: City Holiday(1) 1
	Green 5	1	Internal: City Holiday(1) 1
	Green 6	1	Internal: City Holiday(1) 1
	Groeber	1	Internal: City Holiday(1) 1
	Meinert	1	Internal: City Holiday(1) 1
	Patrick	1	Internal: City Holiday(1) 1
	Fox Field	1	Internal: City Holiday(1) 1
	Fox Park Pickleball / Tennis Courts	1	Internal: City Holiday(1) 1
	Batting Cages	2	Internal: City Holiday(2, one for each location) 2
	Shelter 1 Tennis Courts	1	Internal: City Holiday(1) 1
	Wilhite Tennis Courts	1	Internal: City Holiday(1) 1

		2023	2022
Shelters	Shelter 1	1	Internal: City Holiday(1) 1
	Shelter 3	1	Internal: City Holiday(1) 1
	Shelter 5	1	Internal: City Holiday(1) 1
	Fox Park Shelter	1	Internal: City Holiday(1) 1
	Klein Shelter	3	Wedding & Reception(1) Family Thanksgiving Dinner(1) Internal: City Holiday(1) 1
	Lake Pavilion	1	Internal: City Holiday(1) 1
	Riley Pavilion	1	Cowboys for Christmas(1 res. For 3 days) Internal: City Holiday(1) 3
	Meditation Garden and Legacy Overlook	1	Internal: City Holiday(1) 1
	Depot Park Shelter	1	Internal: City Holiday(1) 1
		2023	2022

Auditorium	Entire Facility	6	Birthday Party(1) Chamber Event(1) Religious Conference(1 res. For 3 days) Dinovember Event(1) America's Best Pageant(1 res for 2 days) Internal: Holiday(Hold for 2 days) 4
		2023	2022

Aquatic Center	Entire Facility	-	-
	Sunshade Area	-	-
		2023	2022

Recreation

Director – Troy Bock

- Met with staff, other departments, and agencies involved in operating the skate rink.
- Hired a skate sharpening contractor who finished the sharpening prior to the opening.
- Met with staff prior to the rink opening as well as after the first weekend to ensure kinks in the process are addressed.
- The five-year golf course management agreement is due for renewal prior to next season. The management company has done quality work administering the operation 365 days per year at a reasonable price. Comparatively, it is not much more than the skating rink management contract is for seven weekends and the golf course management company handles all operations from administration to maintenance with department staff assisting only on rare, larger projects. The management contract is effectively the price of an administrative assistant position (total compensation) for 365 days per year of turnkey operational and maintenance management of a significant operation.
- Attended a Black Bear webinar put on by Conservation to create greater awareness as black bears spread throughout the state.
- Held meetings to discuss a possible solution on MMA fights at the Auditorium.
- Attended a web training for a new campground software program we are piloting for reservations.
- Numerous internal and external meetings were held regarding the skate rink.
- Continued paperwork related to the LWCF grant for Kiwanis Park. The park was also put out for bid. Five bids were received in December, so we are in the due diligence phase on the contractors and their ability to meet the grant requirements.
- Met with McCormick and a MASA representative at Shepherd Fields to work on concrete entrances to the parking lots.

Administration – Leslie Keeney

- Began training on the new Campground Software, hoping to launch the site by the first of the year.
- Hired Tim Spurling to be the new Park Ranger.
- Attended Joint Meeting with the City Council and Park Board, lots of good and necessary information was discussed.
- Attended the State of the Community Event.
- UniFirst began providing their cleaning products to the department versus Aramark, so far, they have been great to work with.
- Oversaw day to day operations of Parks and Recreation Office.

Park Superintendent – Dirk Miller

- Staff completed the erection of over 250 Christmas displays for the Altrusa ladies, complete with timers, spotlights, and signs for each donated display. We have repaired many displays and have replaced many light bulbs. Santa is to arrive this Wednesday, Dec 13th!
- L & J has begun the preparation for the new parking lot expansion from the north edge of the Riley Pavilion to the north edge of the Solar Shelter. They have dug out the former gravel areas down about a foot and have added gravel and used small compactor to roll and smooth it out for asphalt to be applied.
- We used several dump truck loads of the removed waste that L & J had removed for the new parking lot to build up the dirt roadway from behind the Rodeo Arena to the well pump that provides irrigation for the Complex.

- We have not yet moved the recently carved bison to its new home. There is an area near the top of the neck that will hold water/ice. The carver has given recommendations that we still need to implement.
- Staff rebuilt the walking bridge on Water Works dam to accommodate the snowplow on our Kubota. We kept the steel “I” beams it rests on and used new treated wood for the framework and new handrails. It looks great!
- We have begun the rebuilding of the Holman Road walking bridge. It will be more extensive as we will replace the upright posts, as well as the framework, decking, balusters, and handrails. We are attempting to get it done by Christmas.

Athletic Complex Supervisor/Sports Manager – Jacob Buntin

Athletic Complex:

- The walk-in freezer was powered down for winter. Estimated average savings of \$300/month on electricity cost.
- Restrooms were winterized and signage was posted.
- Water reels and VFD Irrigation system were winterized.
- The sod project was completed along the sidewalk leading down to the East baseball/softball fields. The hillside was eroding due to the steep slope, so (est.) five tons of topsoil was hauled in, graded up to sidewalk, then sodded/pinned and watered in.

Sports:

- None

Recreation Supervisor – Jenna Kitchen

Events/Marketing

- Helped set up for the City of Moberly Safety Christmas Dinner that was held on Dec. 2nd.
- Held the Frosty 5K. The 5K was a very successful event on all levels. We had beautiful December weather, 166 registered participants, and staff made the event run very smoothly. This is the most participants we’ve ever had.
- We wrote “Thank You” cards to our 2023 Frosty 5K Sponsors and included a Frosty t-shirt as we had leftovers; Cater Funeral Home, Mark Twain Assisted Living, Compass Health Network, Smile Dental Associates, United Credit Union, Aspire Senior Living Memorial, LLC., Orscheln Industries, Boone Health Primary Care – Moberly.
- Took several photos of Christmas Lights in the Park during our Frosty 5K.
- MPRD attended Little Dixie Regional Library’s Candy Cane Lane at the Auditorium.
- Department advertised our winter events and activities; Santa in the Park, Christmas Lights in the Park, Frosty 5K, Coloring Page Contest, etc.
- Finalized our 2024 Activity Guide. They are in the process of being printed.
- Tracey and I will now be focusing on the Father Daughter Dance event in February.

Concessions/Aquatics

- Cyber Monday Season Pool Pass Sale, we sold a total of 36 Family and Individual passes. Last year’s Cyber Monday Sale, we sold 20 passes.
- I attended the monthly MPRA and NRPA Aquatics Network zoom meeting.



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
November 2023

1. Domestic Assault 3rd Degree: Suspect: AT, B/M, 40 yoa; Victim: JW, W/F, 48 yoa. Unfounded.
2. Rape 2nd Degree: Suspect: AT, B/M, 40 yoa; Victim: JW, W/F, 48 yoa. Unfounded.
3. Domestic Assault 1st degree: Suspect: SE, W/M, 39 yoa; Victim: BW, W/F, 44 yoa. Unfounded.
4. Abuse or Neglect of a Child; Suspect: SF W/F, 44 YOA; Victim: HF W/M, 13 YOA. Reports sent to RCPA.
5. Endangering the Welfare of a Child; Suspect: SF W/F, 44 YOA; Victim: HF W/M, 13 YOA Reports sent to RCPA.
6. Offender Residing within 1000 ft. of School: Suspect: EB, W/F, 48yoa; Victim: SOM. Reports submitted to RCPA.
7. Offender in violation of Halloween Restriction: Suspect: EB, W/F, 48yoa; Victim: SOM. Reports submitted to RCPA.
8. Unlawful Use of a Weapon: Suspect: JT, W/F, 44yoa; Victim: KF, W/F, 24yoa. Reports submitted to RCPA.
9. Armed Criminal Action: Suspect: JT, W/F, 44yoa; Victim: KF, 24yoa W/F, 24yoa. Reports submitted to RCPA.
10. Leaving the Scene of an Accident: Suspect: ME, W/M, 33yoa; Victim: JC, W/F, 48yoa, Summons issued, forwarded to MPA.
11. Failing to Register: Suspect, VJ, B/M, 57yoa; Victim: SOM. Reports submitted to RCPA.

Cases Cleared.....11
Interviews.....108
Interrogations.....4
Reports Written.....75

Special Assignments

Monthly Report

Completed Paycom for detective unit.
 Approved numerous reports for Detective Unit.
 Tagged numerous body camera videos.
 Follow up on Parental Kidnapping investigation.
 Contacted Perquimans Co, NC, SO to request check the wellbeing for Parental Kidnapping investigation.
 Submitted Child Abuse Hotline report for Parental Kidnapping investigation.
 Assisted with Armed Criminal Action/ Unlawful Use of a Weapon investigation.
 Assisted with a report of an Active Shooter.
 Assisted Patrol Division with a Domestic Assault report.
 Investigated a reported Rape.
 Delivered documents to Prosecutor's Office in Huntsville.
 Attended briefing on recent Active Shooter incident.
 Conducted follow up on Robbery investigation.
 Responded to request from an attorney in reference to a civil matter.
 Conducted follow up on a Rape investigation.
 Assisted Rainbow House with scheduling forensic interviews for a Sexual Abuse investigation.
 Assisted Patrol Division with an Assault investigation.
 Liquor License Application- Boozy Badger.
 Submitted Child Abuse Hotline report for Child Sexual Abuse investigation.
 Conducted follow up on Burglary investigation.
 Contacted Victim's Advocate on behalf of victim in Sexual Exploitation of a Minor investigation.
 Called out to assist with Burglary investigation.
 Liquor License Application- Boozy Badger. (second application).
 Completed MIRMA MILO Training.
 Follow up on Burglary investigations.
 Follow up with Victim and MSHP Lab for Rape investigation.
 Completed survey for Missouri Child Abuse Hotline.
 Follow up on Parental Kidnapping investigation.
 Follow up on Child Molestation investigation.
 Tagged numerous body camera photos and videos.
 Corresponded with Rainbow House in reference to scheduling multiple forensic interviews.
 Conducted follow-ups in reference to Failure to Register investigation.
 Conducted follow-ups in reference to Fraud investigation.
 Conducted follow-ups in reference to Stealing investigation.
 Submitted CashApp preservation request in reference to Stealing investigation.
 Reviewed University of Missouri case review in reference to Statutory Sodomy investigation.



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

Attended forensic interview at the Rainbow House in reference to Endangering the Welfare of a Child investigation.
Conducted follow-ups in reference to Unlawful Use of a Weapon/Armed Criminal Action investigation.
Reviewed recorded phone calls in reference to Unlawful Use of a Weapon/Armed Criminal Action investigation.
Collected and reviewed video surveillance in reference to Assault/Resisting Arrest investigation.
Photographed scene, suspect and victim injuries in reference to Assault/Resisting Arrest investigation.
Conducted follow-ups in reference to Assault/Resisting Arrest investigation.
Assisted patrol division with a warrant arrest.
Assisted patrol division with a Suspicious Activity investigation.
Presented as guest speaker at Moberly Middle School's forensic classes.
Submitted Microsoft Outlook preservation request in reference to Stealing/Fraud investigation.
Submitted Chime Financial preservation request in reference to Stealing/Fraud investigation.
Attended 2 forensic interviews at the Rainbow House in reference to Child Molestation investigation.
Conducted follow-ups in reference to Child Abuse/Neglect investigation.
Conducted follow-ups in reference to Child Molestation investigation.
Assisted Randolph County Children's Division with an initial interview for a hotline investigation.
Interviewed witnesses in reference to Child Molestation investigation.
Attended forensic interview at the Rainbow House in reference to Statutory Rape investigation.
Provided security for Walmart's Black Friday event.
Provided security for MACC's basketball tournament.
Conducted follow-ups in reference to Child Abuse/Neglect, Endangering the Welfare of a Child investigation.
Conducted follow-ups in reference to Domestic Assault investigation.
Interviewed suspect in reference to Child Molestation investigation.
Assisted patrol division with a Stealing investigation.
Attended Preliminary Hearing for Statutory Sodomy case.
Attended MIRMA training.
Conducted follow-ups in reference to Statutory Rape investigation.
Interviewed witness in reference to Statutory Rape investigation.

Tagged several body camera videos.
Conducted an interrogation in reference to a sex offender restriction violation investigation.
Assisted patrol on a shooting investigation on Elizabeth St.
Responded to Boone Health Clinic for a possible active shooter.
Responded to Cairo in reference to a follow-up in a shooting investigation.
Assisted patrol in searching for a vehicle per inventory for tow.
Completed a gunshot residue kit on a suspect from a shooting investigation.
Provided security for basketball games at the MACC Activity Center.
Responded to Elizabeth St. in reference to obtaining surveillance footage.
Attended Moberly SWAT Training for MP5 qualifications.
Conducted a field contact in the 500 block of Chandler St in a follow up to a shooting investigation.
Responded to the Randolph County Jail to obtain a disc containing jail phone call recordings.
Completed an affidavit for a search warrant for a vehicle located on Thompson St.
Responded to Thompson St. in reference to a follow up in a shooting investigation.
Responded to Hwy DD in reference to obtaining surveillance footage.
Assisted patrol with a warrant arrest in the 500 block of Fulton Ave.
Assisted patrol searching the area of Porter St. for a suspicious person investigation.
Responded to Woodland Ave. in reference to a follow up in a motor vehicle accident investigation.
Provided security for the boys basketball game at the MACC Activity Center.
Completed "Analyzing Body Language" training through MIRMA University.
Completed "Dispatcher Specialized Call Types" training through MIRMA University.
Served a search warrant to Meta Platforms Inc. in reference to a death investigation.
Submitted a return on a Facebook search warrant to the Circuit Clerk.
Responded to Collins street to assist Children's Division.
Made contact with City utilities for a water usage history report.
Responded to Moberly Post Office to collect mailing history for a residence.
Provided security for a basketball tournament at MACC Activity Center.
Responded to S. Morley in reference to a burglary investigation.
Responded to Probation and Parole to arrest an individual in a failing to register investigation.
Transported an arrestee to the Randolph County Jail.
Responded to N. Morley to assist patrol in a stealing investigation by dusting for fingerprints.
Responded to C&R Transmission in reference to view surveillance footage.
Responded to Kinder Machine Shop in reference to inquiring about surveillance cameras.
Completed MIRMA FATS training at MPD.
Completed "Components of Child Abuse Investigations" training through Virtual Academy.
Responded to Thompson in reference to a follow up to a burglary investigation.
Responded to the Randolph County Jail in reference to seizing property pending a search warrant.

City of



Police Department
Troy Link
Chief of Police
264th Session FBI Academy

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Moberly, MO 65270
Phone: 660-263-0346
Fax: 660-263-8540

Submitted a search warrant affidavit for a cell phone in reference to a burglary investigation.

Respectfully Submitted,

Tracey Hayes
Commander

12/07/23
14:17Moberly Police Department
Total CAD Calls Received, by Nature of Call343
Page: 1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	3	0.30
Accident/Motor Vehicle	44	4.40
Alarm Call	24	2.40
Animal Bite	5	0.50
Animal Complaint	40	4.00
Assault	9	0.90
Assist Other Agency	29	2.90
Assist Public/Employee	70	6.99
Building Check	189	18.88
Burglary	1	0.10
Damage Property	11	1.10
Document Delivery/Pickup	20	2.00
Domestic Abuse	1	0.10
E911 Check	3	0.30
Extra Watch	23	2.30
Extra Watch Request	8	0.80
Field Contact	20	2.00
Fire Alarm Call	4	0.40
Fire Call	7	0.70
Fire Health Safety Check	21	2.10
Found Property/Contraband	12	1.20
Fraud	4	0.40
Funeral Escort	4	0.40
Harassment	10	1.00
Health Safety	3	0.30
Keeping the Peace	5	0.50
Medical Assist\RCAD	73	7.29
Parking Violation	7	0.70
Peace Disturbance	52	5.19
Runaway Juv	2	0.20
Sex Offenses	1	0.10
Shots Fired	1	0.10
Special Assignment	10	1.00
Spill	2	0.20
Stealing	20	2.00
Suicide/Suicide Attempt	1	0.10
Suspicious Activity	46	4.60
Suspicious Person	9	0.90
Suspicious Vehicle	7	0.70
Traffic Complaint	146	14.59
Trespass/Refusing to Leave	5	0.50
Warrant Arrest	19	1.90
Try to Contact/Well-Being	30	3.00
Total Calls:		1001

Report Includes:

All dates between `00:00:01 11/01/23` and `23:59:59 11/30/23`

All nature of incidents

All cities matching `MOB`

All types

All priorities

All agencies

*** End of Report \SpillmanServer\app\tmp\reportTmp_aspilman\r

Moberly Fire Department November Monthly Report 2023



City of Moberly Fire Department

Emergency Dial 911
Station #1 660-269-8705 EXT 2035
Fax# 660-263-0596
E-mail ryand@moberlyfd.com
Station #2 660-263-4121

310 N. Clark
Moberly, MO 65270-1520
Fire Chief
Don Ryan

To: Mayor and City Council
 From: Don Ryan, Fire Chief
 Date: December 1, 2023
 Re: October Monthly Council Report:

- Last month the fire department responded to 123 incidents (29 different types) this included: **6 fire related calls; 76 EMS Calls; 21 Service Calls; 8 Good Intent call; 6 False Alarms & False Calls; 4 Hazardous Condition (No Fire); 1 Special Incident; and 10 fire inspections.**
- The Department's three shifts combined for **732.0** training hours. The following topics were covered: Building Construction; Rope; Radio Communications; Structural Search & Rescue; SCBA; Rescue Downed Firefighter; Street Familiarization; Pump Operations; New Hire Orientation; Nursing Home Evacuation; and Health and Wellness.
- Building inspections (CFOs), annual business inspections continue to be done by all three shifts.
- Hydrant testing continued, working closely with the water department. We are making contact daily before going out to make sure it is approved by them so as to not create any issues within the water distribution system.
- The department participated in the monthly siren test on the 1st.
- The Chief participated in a Lexipol seminar on the 1st.
- The Chief attended the Paradigm Pipeline Safety Training in Macon on the 1st.
- The department sent three employees to the Hutchinson Kansas Fire Academy on the 3rd for two weeks of fire training.
- The department welcomed our newest hire (Brendan Hirleman) on the 8th. We want to wish him great success here at Moberly Fire.
- The Chief participated in a FEMA GO Quarterly Status Meeting on the 9th.
- The department participated in the annual Veteran's Day Parade on the 11th.
- The Chief participated in the Application Workshop for the SFY2024 ARPA SLFRF First Responders Equipment Grant (FREG) on the 13th.
- The Chief attended the Region B Fire Chief's Association Meeting in Shelbina on the 15th.
- Dinges Fire came on the 17th to deliver the new extrication tools and provide an "in-service" training on them.

- The Chief put together multiple grant applications for potential equipment for the department in the future (if awarded to us).
- We had our monthly officer's meeting on the 29th.

#12.

Notice for December 2023

- Monthly Siren Test on the 6th.
- The Chief will be attending the Randolph County 911 Advisory Board Meeting on the 6th.
- The Chief will be going to a training session in Kirksville for the Salamander System on the 12th.
- The Chief will be participating in a webinar regarding "Understanding ISO and How to Improve Preparedness Before Your Next Review" on the 14th.
- The Department will be saying goodbye to Firefighter Zach Steeves this month. His last day on the job will be the 16th. Zach has enlisted into the Air Force. We want to wish Zach all the best in his future endeavors.
- The Chief will be attending the Region B Coordinator's Meeting in Maco on the 19th.
- The department will Participate in the annual Veteran's Day Parade on the 11th.
- The department will have Dinges Fire and the AMKUS representative here to bring our new battery powered extrication tools and provide an in-service for them on the 17th.
- The department will be welcoming back Patrick Wilborn, as he will be replacing FF Steeves. His first day on the job will be the 29th.
- We will hold our monthly officer's meeting on the 27th.

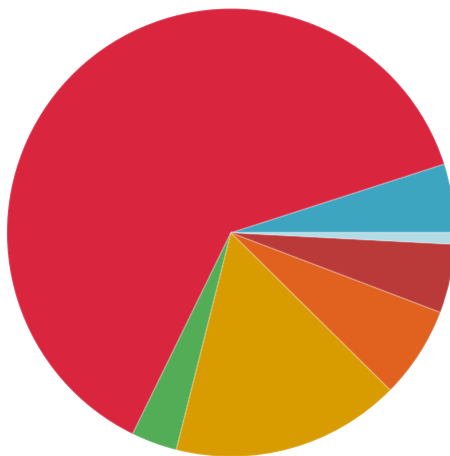


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
INCIDENT TYPE was NOT specified	2	1.63%
113 - Cooking fire, confined to container	3	2.44%
131 - Passenger vehicle fire	1	0.81%
151 - Outside rubbish, trash or waste fire	1	0.81%
1512 - Building Materials/ Demo Mat. Fire	1	0.81%
311 - Medical assist, assist EMS crew	1	0.81%
3111 - Provided Driver	1	0.81%
3112 - Lift Assistance	14	11.38%
3113 - Standby, No care provided	9	7.32%
321 - EMS call, excluding vehicle accident with injury	40	32.52%
322 - Motor vehicle accident with injuries	6	4.88%
323 - Motor vehicle/pedestrian accident (MV Ped)	2	1.63%

Incident Type	Total Incidents	Percent
324 - Motor vehicle accident with no injuries.	2	1.63%
381 - Rescue or EMS standby	1	0.81%
411 - Gasoline or other flammable liquid spill	1	0.81%
440 - Electrical wiring/equipment problem, other	1	0.81%
463 - Vehicle accident, general cleanup	2	1.63%
5001 - Gas Appliance Inspection	10	8.13%
5311 - Report of odor with nothing found	3	2.44%
551 - Assist police or other governmental agency	7	5.69%
611 - Dispatched & canceled en route	5	4.07%
622 - No incident found on arrival at dispatch address	3	2.44%
711 - Municipal alarm system, malicious false alarm	1	0.81%
733 - Smoke detector activation due to malfunction	1	0.81%
734 - Heat detector activation due to malfunction	1	0.81%
735 - Alarm system sounded due to malfunction	1	0.81%
736 - CO detector activation due to malfunction	1	0.81%
745 - Alarm system activation, no fire - unintentional	1	0.81%
911 - Citizen complaint	1	0.81%

Total Number of Incidents: 123

Total Number of Incident Types: 29

Incident TypeTotal IncidentsPercent

Report Filter Settings

Report File Name: Incidents by Incident Type, Summary with Major Type Graph
Filter Name: Last Calendar Month
Filter Expression: [AlarmDateTime] is between '11/1/2023 12:00:00 AM' and '11/30/2023 11:59:59 PM'

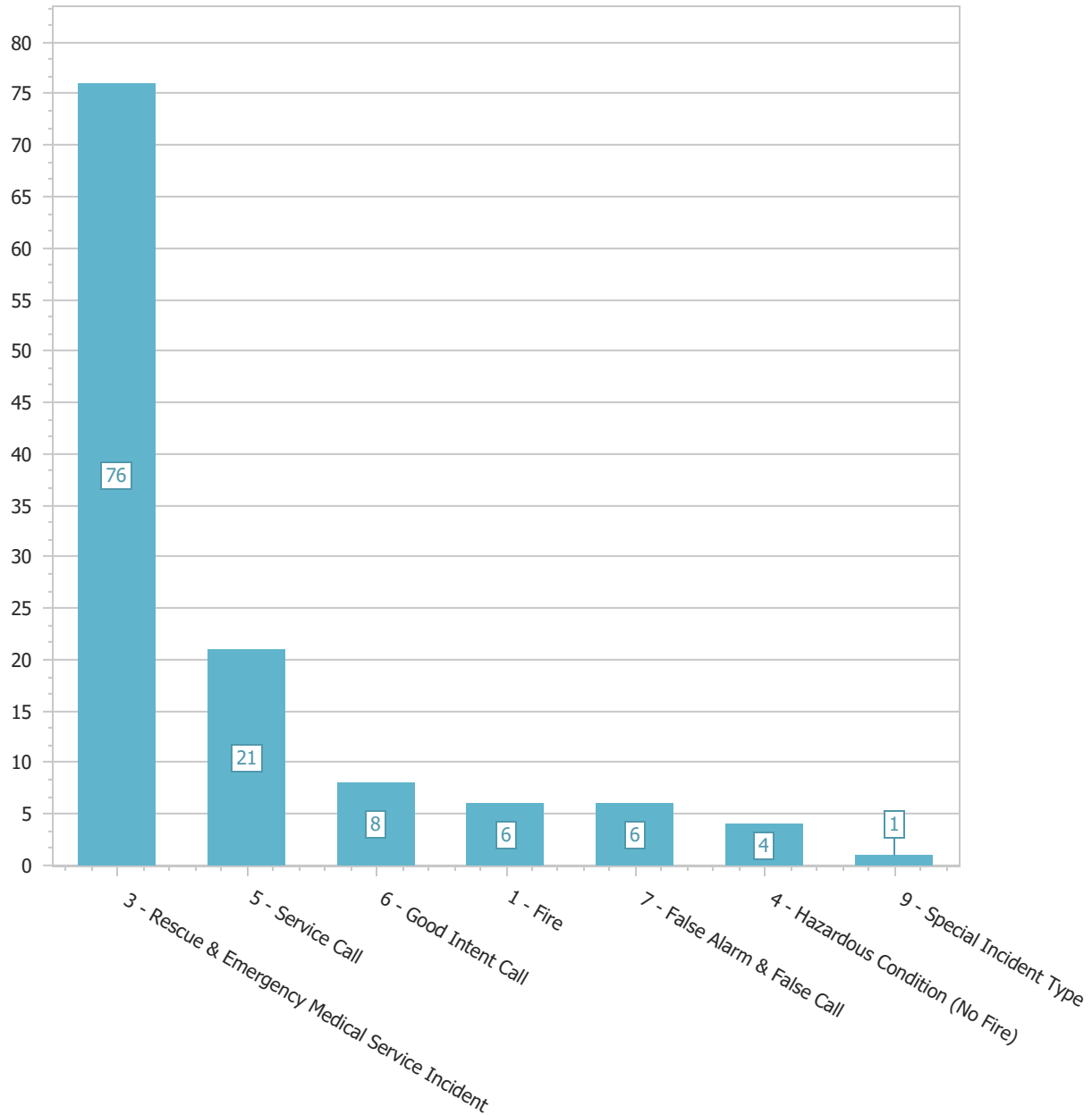


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports by Incident Type Series, Detailed



Incident Type:

Incident #	Exp #	Alarm Date/Time	Address
2301234	0	11/27/2023 1:42:09 PM	1600 MORLEY, Moberly, MO 65270

Total Incidents: 1**Incident Type: 1 - Fire**

Incident #	Exp #	Alarm Date/Time	Address
2301184	0	11/13/2023 12:32:20 AM	902 MYRA ST, Moberly, MO 65270
2301193	0	11/16/2023 7:10:02 PM	1521 RIDGELINE DR, Moberly, MO 65270
2301194	0	11/16/2023 10:02:12 PM	126 BEDFORD ST, Moberly, MO 65270
2301202	0	11/19/2023 1:38:28 AM	1309 E 24 HWY, Moberly, MO 65270
2301226	0	11/25/2023 11:04:07 AM	506 HALLECK ST, MOBERLY, MO 65270
2301240	0	11/28/2023 11:05:06 AM	1018 WEST END PL, Moberly, MO 65270

Total Incidents: 6**Incident Type: 3 - Rescue & Emergency Medical Service Incident**

Incident #	Exp #	Alarm Date/Time	Address
2301137	0	11/1/2023 1:35:17 PM	1306 N MORLEY ST, Moberly, MO 65270
2301139	0	11/1/2023 11:27:21 PM	704 MONROE AVE, Moberly, MO 65270
2301141	0	11/2/2023 5:08:01 PM	2251 SILVA LN #17, Moberly, MO 65270
2301142	0	11/2/2023 8:35:59 PM	616 PORTER, Moberly, MO 65270
2301143	0	11/2/2023 9:00:12 PM	1543 Park DR W, Moberly, MO 65270
2301144	0	11/2/2023 10:18:14 PM	510 Morehead ST E, Moberly, MO 65270
2301145	0	11/3/2023 12:26:59 AM	415 S Morley ST, Moberly, MO 65270
2301146	0	11/3/2023 10:02:15 AM	1501 N Morley ST, Moberly, MO 65270

2301147	0	11/3/2023 5:09:34 PM	524 S Ault ST, Moberly, MO 65270
2301148	0	11/4/2023 6:40:44 PM	423 Harrison AVE, Moberly, MO 65270
2301151	0	11/5/2023 8:51:59 PM	40 KENNEDY, Moberly, MO 65270
2301152	0	11/6/2023 4:18:23 AM	1206 Shepherd's DR, Moberly, MO 65270
2301153	0	11/6/2023 7:20:08 AM	1503 S WILLIAMS ST, Moberly, MO 65270
2301154	0	11/6/2023 10:02:56 AM	E McKinsey ST & S Morley ST, Moberly, MO
2301155	0	11/6/2023 6:49:00 PM	210 WILLIAMS, Moberly, MO 65270
2301156	0	11/7/2023 9:07:54 AM	W ROLLINS & S Clark ST, Moberly, MO
2301157	0	11/7/2023 9:44:04 AM	100 Jamar ST #5, Moberly, MO 65270
2301158	0	11/7/2023 2:46:24 PM	809 Bond ST, Moberly, MO 65270
2301160	0	11/8/2023 6:39:53 AM	816 FRANKLIN, Moberly, MO 65270
2301163	0	11/8/2023 5:51:32 PM	512 Barrow ST, Moberly, MO 65270
2301165	0	11/9/2023 4:46:44 AM	6 NICKELL TER TER, Moberly, MO 65270
2301166	0	11/9/2023 9:02:52 AM	500 GRATZ BROWN ST, Moberly, MO 65270
2301169	0	11/9/2023 5:34:23 PM	1510 HWY JJ #26, Moberly, MO 65270
2301170	0	11/9/2023 5:44:37 PM	416 N MOULTON ST, Moberly, MO 65270
2301172	0	11/10/2023 11:36:49 AM	308 E HIGHWAY 24, Moberly, MO 65270
2301173	0	11/10/2023 2:53:00 PM	101 Coates ST W, Moberly, MO 65270
2301176	0	11/11/2023 11:37:52 AM	417 BARROW, Moberly, MO 65270
2301177	0	11/11/2023 11:57:34 AM	1372 E 24 HWY, Moberly, MO 65270
2301179	0	11/11/2023 4:26:05 PM	641 W Logan ST, Moberly, MO 65258
2301180	0	11/12/2023 10:24:33 AM	501 E CARPENTER ST, Moberly, MO 65270
2301182	0	11/12/2023 7:41:52 PM	1317 WIGHT AVE, Moberly, MO 65270

2301183	0	11/12/2023 10:29:10 PM	1827 RAVENWOOD DR #8, Moberly, MO 65270
2301186	0	11/14/2023 4:08:12 AM	308 College AVE #6, Moberly, MO 65270
2301187	0	11/14/2023 12:35:35 PM	528 BARROW, Moberly, MO 65270
2301188	0	11/14/2023 2:02:20 PM	412 W Wightman ST, Moberly, MO 65270
2301189	0	11/15/2023 6:03:55 PM	820 West End PL, Moberly, MO 65270
2301190	0	11/16/2023 7:55:03 AM	800 SINNOCK AVE #22, Moberly, MO 65270
2301191	0	11/16/2023 8:55:25 AM	623 S AULT ST, Moberly, MO 65270
2301195	0	11/17/2023 10:20:02 AM	822 Vincil ST, Moberly, MO 65270
2301197	0	11/17/2023 4:17:14 PM	E 24 HWY & N Moulton ST, Moberly, MO 65270
2301199	0	11/18/2023 3:47:58 PM	1309 E 24 HWY, Moberly, MO 65270
2301203	0	11/19/2023 12:59:17 PM	1301 E HIGHWAY 24, Moberly, MO 65270
2301204	0	11/19/2023 1:13:23 PM	407 W LONGVIEW ST, Moberly, MO 65270
2301206	0	11/20/2023 8:49:12 AM	623 S AULT, Moberly, MO 65270
2301207	0	11/20/2023 2:36:42 PM	100 MCKEOWN AVE, Moberly, MO 65270
2301210	0	11/20/2023 7:21:51 PM	1021 N MORLEY ST, Moberly, MO 65270
2301211	0	11/20/2023 10:08:44 PM	1225 Concannon W, Moberly, MO 65270
2301212	0	11/21/2023 11:14:39 AM	301 S Morley ST, Moberly, MO 65270
2301213	0	11/21/2023 5:05:27 PM	412 Farror ST, Moberly, MO 65270
2301215	0	11/21/2023 7:16:16 PM	101 S Fourth ST, Moberly, MO 65270
2301217	0	11/22/2023 10:07:52 AM	510 TAYLOR, Moberly, MO 65270
2301218	0	11/22/2023 1:54:38 PM	530 E HIGHWAY 24, Moberly, MO 65270
2301219	0	11/23/2023 9:01:14 AM	826 W Reed ST, Moberly, MO 65270
2301223	0	11/24/2023 9:39:03 AM	427 Tara Park W, Moberly, MO 65270

2301224	0	11/24/2023 12:59:29 PM	511 FULTON, Moberly, MO 65270
2301227	0	11/25/2023 4:02:28 PM	2105 SILVA LN #9, Moberly, MO 65270
2301228	0	11/26/2023 7:17:53 PM	1016 ROLLINS ST, Moberly, MO 65270
2301229	0	11/26/2023 8:19:50 PM	205 Farror ST #410, Moberly, MO 65270
2301230	0	11/26/2023 9:25:23 PM	205 FARROR ST #410, Moberly, MO 65270
2301231	0	11/26/2023 10:14:22 PM	441 BURKHART ST E, Moberly, MO 65270
2301233	0	11/27/2023 1:36:37 PM	809 BOND, Moberly, MO 65270
2301235	0	11/27/2023 2:05:25 PM	1114 MARMADUKE, Moberly, MO 65270
2301237	0	11/27/2023 7:53:19 PM	1830 Ravenwood DR, Moberly, MO 65270
2301238	0	11/27/2023 10:00:33 PM	918 Owens ST, Moberly, MO 65270
2301239	0	11/28/2023 8:14:47 AM	809 BOND ST, Moberly, MO 65270
2301241	0	11/28/2023 3:59:16 PM	HENRY ST & ROTHWELL ST, Moberly, MO
2301242	0	11/28/2023 5:30:27 PM	809 BOND ST, Moberly, MO 65270
2301243	0	11/28/2023 6:45:10 PM	126 BEDFORD ST, Moberly, MO 65270
2301246	0	11/29/2023 11:21:15 AM	825 E Logan ST, Moberly, MO 65270
2301247	0	11/29/2023 1:12:57 PM	1007 Myra ST, Moberly, MO 65270
2301248	0	11/29/2023 7:22:02 PM	504 Morehead ST, Moberly, MO 65270
2301249	0	11/29/2023 11:52:43 PM	1026 BOND ST, Moberly, MO 65270
2301251	0	11/30/2023 12:25:45 PM	643 N Morley ST, Moberly, MO 65270
2301252	0	11/30/2023 1:27:27 PM	817 S Morley ST, Moberly, MO 65270
2301254	0	11/30/2023 2:44:13 PM	750 Homestead W, Moberly, MO 65270
2301255	0	11/30/2023 5:18:53 PM	126 Bedford ST, Moberly, MO 65270

Total Incidents: 76

Incident Type: 4 - Hazardous Condition (No Fire)

Incident #	Exp #	Alarm Date/Time	Address
2301171	0	11/10/2023 6:34:16 AM	1751 E URBANDALE DR, Moberly, MO 65270
2301178	0	11/11/2023 12:23:47 PM	2041 silva, Moberly, MO 65270
2301198	0	11/18/2023 3:38:06 PM	ROLLINS, Moberly, MO 65270
2301245	0	11/29/2023 8:51:50 AM	S 4TH ST & W Wightman ST, Moberly, MO

Total Incidents: 4**Incident Type:** 5 - Service Call

Incident #	Exp #	Alarm Date/Time	Address
2301133	0	11/1/2023 9:00:00 AM	535 N AULT ST, Moberly, MO 65270
2301134	0	11/1/2023 10:30:00 AM	625 W CARPENTER ST, MOBERLY, MO 65270
2301135	0	11/1/2023 11:00:00 AM	Moberly, MO
2301136	0	11/1/2023 1:01:14 PM	1301 E HIGHWAY 24, Moberly, MO 65270
2301138	0	11/1/2023 5:12:51 PM	310 PATTON ST, Moberly, MO 65270
2301140	0	11/2/2023 9:27:01 AM	324 S Sixth ST, Moberly, MO 65270
2301150	0	11/5/2023 5:47:44 PM	2251 SILVA LN #16, Moberly, MO 65270
2301167	0	11/9/2023 9:52:00 AM	411 S AULT ST, Moberly, MO 65270
2301168	0	11/9/2023 10:45:00 AM	1015 W ROLLINS ST, MOBERLY, MO 65270
2301175	0	11/10/2023 11:17:20 PM	701 Williams ST S, Moberly, MO 65270
2301181	0	11/12/2023 11:19:53 AM	220 TAYLOR ST, Moberly, MO 65270
2301185	0	11/13/2023 10:15:47 PM	400 BLK S WILLIAMS, Moberly, MO 65270
2301192	0	11/16/2023 10:45:00 AM	512 JOHNSON ST, Moberly, MO 65270
2301200	0	11/18/2023 6:00:43 PM	735 Farror ST, Moberly, MO 65270

2301205	0	11/19/2023 5:56:44 PM	904 VINCIL ST, Moberly, MO 65270
2301208	0	11/20/2023 2:40:00 PM	1015 W Rollins ST, Moberly, MO 65270
2301209	0	11/20/2023 3:42:00 PM	1015 W Rollins ST, Moberly, MO 65270
2301236	0	11/27/2023 4:10:00 PM	910 Cecile LN, MOBERLY, MO 65270
2301244	0	11/28/2023 11:06:16 PM	441 E BURKHART ST, Moberly, MO 65270
2301250	0	11/30/2023 10:52:00 AM	653 N Ault ST N, Moberly, MO 65270
2301253	0	11/30/2023 1:58:00 PM	104 Fowler RD W, Moberly, MO 65270

Total Incidents: 21

Incident Type: 6 - Good Intent Call

Incident #	Exp #	Alarm Date/Time	Address
2301149	0	11/5/2023 3:32:32 AM	2251 Silva, Moberly, MO 65270
2301164	0	11/8/2023 6:06:03 PM	BERTLEY ST & Roberts ST, Moberly, MO
2301196	0	11/17/2023 11:52:10 AM	201 N 4TH ST ST, Moberly, MO 65270
2301201	0	11/19/2023 1:32:49 AM	1204 S Morley ST #4, Moberly, MO 65270
2301214	0	11/21/2023 5:40:02 PM	714 W Rollins ST, Moberly, MO 65270
2301222	0	11/24/2023 5:53:17 AM	314 E 24 HWY, Moberly, MO 65270
2301225	0	11/25/2023 12:51:07 AM	1014 MYRA, Moberly, MO 65270
2301232	0	11/27/2023 1:30:58 PM	518 Burkholder ST, Moberly, MO 65270

Total Incidents: 8

Incident Type: 7 - False Alarm & False Call

Incident #	Exp #	Alarm Date/Time	Address
2301161	0	11/8/2023 7:21:51 AM	7 Westwood ST, Moberly, MO 65270
2301162	0	11/8/2023 12:49:15 PM	1000 S Fourth ST, Moberly, MO 65270

2301174	0	11/10/2023 6:31:31 PM	201 W Rollins ST, Moberly, MO 65270
2301216	0	11/21/2023 10:41:47 PM	11 MCCORMICK, Moberly, MO 65270
2301220	0	11/23/2023 10:58:01 PM	1400 Gratz Brown ST, Moberly, MO 65270
2301221	0	11/24/2023 1:00:55 AM	1400 Gratz Brown ST, Moberly, MO 65270

Total Incidents: 6

Incident Type: 9 - Special Incident Type

Incident #	Exp #	Alarm Date/Time	Address
2301159	0	11/7/2023 5:29:29 PM	441 Woodland AVE, Moberly, MO 65270

Total Incidents: 1

Total Number of Distict Incidents: 123

Total Number of Distict Incident Types: 30

Report Filter Settings

Report File Name: Incident Reports by Incident Major Type, Detailed

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '11/1/2023 12:00:00 AM' and '11/30/2023 11:59:59 PM'

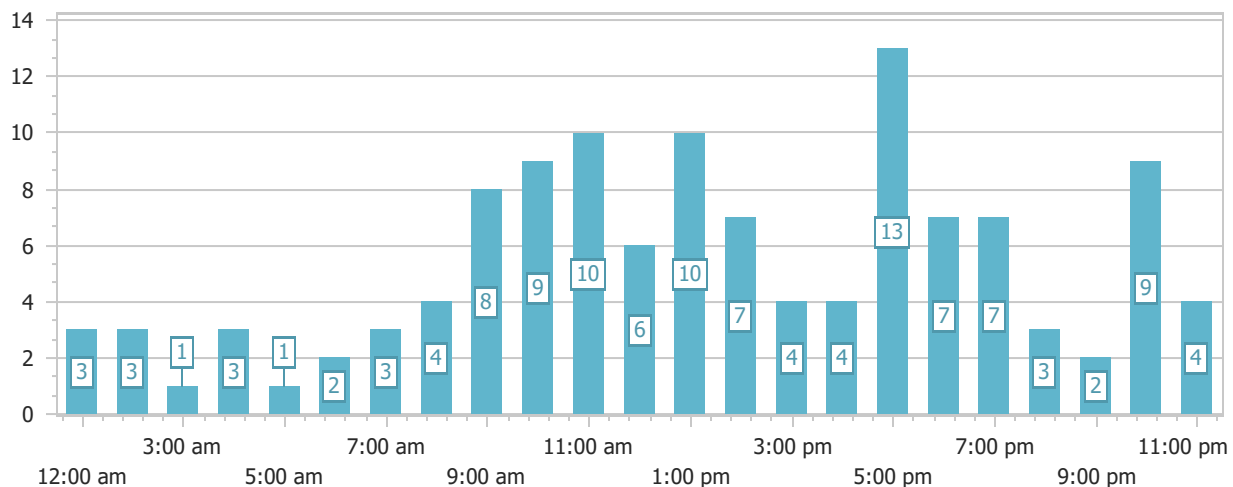


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports by Time of Day, Detailed



12:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301145	0	11/3/2023	3113 - Standby, No care provided
2301184	0	11/13/2023	151 - Outside rubbish, trash or waste fire
2301225	0	11/25/2023	611 - Dispatched & canceled en route

Total Number of Incidents: 3

1:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301201	0	11/19/2023	622 - No incident found on arrival at dispatch address
2301202	0	11/19/2023	131 - Passenger vehicle fire
2301221	0	11/24/2023	735 - Alarm system sounded due to malfunction

Total Number of Incidents: 3

3:00 am

Incident #	Exp #	Alarm Date	Incident Type
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2301149 0 11/5/2023 611 - Dispatched & canceled en route

Total Number of Incidents: 1

4:00 am

Incident # Exp # Alarm Date Incident Type

2301152 0 11/6/2023 3112 - Lift Assistance

2301165 0 11/9/2023 321 - EMS call, excluding vehicle accident with injury

2301186 0 11/14/2023 321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 3

5:00 am

Incident # Exp # Alarm Date Incident Type

2301222 0 11/24/2023 611 - Dispatched & canceled en route

Total Number of Incidents: 1

6:00 am

Incident # Exp # Alarm Date Incident Type

2301160 0 11/8/2023 321 - EMS call, excluding vehicle accident with injury

2301171 0 11/10/2023 411 - Gasoline or other flammable liquid spill

Total Number of Incidents: 2

7:00 am

Incident # Exp # Alarm Date Incident Type

2301153 0 11/6/2023 3112 - Lift Assistance

2301161 0 11/8/2023 736 - CO detector activation due to malfunction

2301190 0 11/16/2023 321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 3

8:00 am

Incident # Exp # Alarm Date Incident Type

2301191 0 11/16/2023 321 - EMS call, excluding vehicle accident with injury

2301206	0	11/20/2023	321 - EMS call, excluding vehicle accident with injury
2301239	0	11/28/2023	3112 - Lift Assistance
2301245	0	11/29/2023	463 - Vehicle accident, general cleanup

Total Number of Incidents: 4

9:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301133	0	11/1/2023	5001 - Gas Appliance Inspection
2301140	0	11/2/2023	551 - Assist police or other governmental agency
2301156	0	11/7/2023	323 - Motor vehicle/pedestrian accident (MV Ped)
2301157	0	11/7/2023	321 - EMS call, excluding vehicle accident with injury
2301166	0	11/9/2023	321 - EMS call, excluding vehicle accident with injury
2301167	0	11/9/2023	5001 - Gas Appliance Inspection
2301219	0	11/23/2023	321 - EMS call, excluding vehicle accident with injury
2301223	0	11/24/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 8

10:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301134	0	11/1/2023	5001 - Gas Appliance Inspection
2301146	0	11/3/2023	322 - Motor vehicle accident with injuries
2301154	0	11/6/2023	322 - Motor vehicle accident with injuries
2301168	0	11/9/2023	5001 - Gas Appliance Inspection
2301180	0	11/12/2023	321 - EMS call, excluding vehicle accident with injury
2301192	0	11/16/2023	5001 - Gas Appliance Inspection
2301195	0	11/17/2023	321 - EMS call, excluding vehicle accident with injury
2301217	0	11/22/2023	3112 - Lift Assistance
2301250	0	11/30/2023	5001 - Gas Appliance Inspection

Total Number of Incidents: 9

11:00 am

Incident #	Exp #	Alarm Date	Incident Type
2301135	0	11/1/2023	551 - Assist police or other governmental agency
2301172	0	11/10/2023	381 - Rescue or EMS standby
2301176	0	11/11/2023	321 - EMS call, excluding vehicle accident with injury
2301177	0	11/11/2023	323 - Motor vehicle/pedestrian accident (MV Ped)
2301181	0	11/12/2023	551 - Assist police or other governmental agency
2301196	0	11/17/2023	622 - No incident found on arrival at dispatch address
2301212	0	11/21/2023	3113 - Standby, No care provided
2301226	0	11/25/2023	113 - Cooking fire, confined to container
2301240	0	11/28/2023	1512 - Building Materials/ Demo Mat. Fire
2301246	0	11/29/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 10

12:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301162	0	11/8/2023	745 - Alarm system activation, no fire - unintentional
2301178	0	11/11/2023	440 - Electrical wiring/equipment problem, other
2301187	0	11/14/2023	3112 - Lift Assistance
2301203	0	11/19/2023	322 - Motor vehicle accident with injuries
2301224	0	11/24/2023	3112 - Lift Assistance
2301251	0	11/30/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 6

1:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301136	0	11/1/2023	551 - Assist police or other governmental agency
2301137	0	11/1/2023	321 - EMS call, excluding vehicle accident with injury
2301204	0	11/19/2023	321 - EMS call, excluding vehicle accident with injury
2301218	0	11/22/2023	324 - Motor vehicle accident with no injuries.
2301232	0	11/27/2023	611 - Dispatched & canceled en route
2301233	0	11/27/2023	3112 - Lift Assistance
2301234	0	11/27/2023	

2301247	0	11/29/2023	321 - EMS call, excluding vehicle accident with injury
2301252	0	11/30/2023	3113 - Standby, No care provided
2301253	0	11/30/2023	5001 - Gas Appliance Inspection

Total Number of Incidents: 10

2:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301158	0	11/7/2023	3112 - Lift Assistance
2301173	0	11/10/2023	3113 - Standby, No care provided
2301188	0	11/14/2023	321 - EMS call, excluding vehicle accident with injury
2301207	0	11/20/2023	321 - EMS call, excluding vehicle accident with injury
2301208	0	11/20/2023	5001 - Gas Appliance Inspection
2301235	0	11/27/2023	321 - EMS call, excluding vehicle accident with injury
2301254	0	11/30/2023	3113 - Standby, No care provided

Total Number of Incidents: 7

3:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301198	0	11/18/2023	463 - Vehicle accident, general cleanup
2301199	0	11/18/2023	322 - Motor vehicle accident with injuries
2301209	0	11/20/2023	5001 - Gas Appliance Inspection
2301241	0	11/28/2023	322 - Motor vehicle accident with injuries

Total Number of Incidents: 4

4:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301179	0	11/11/2023	321 - EMS call, excluding vehicle accident with injury
2301197	0	11/17/2023	324 - Motor vehicle accident with no injuries.
2301227	0	11/25/2023	321 - EMS call, excluding vehicle accident with injury
2301236	0	11/27/2023	5001 - Gas Appliance Inspection

Total Number of Incidents: 4

5:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301138	0	11/1/2023	551 - Assist police or other governmental agency
2301141	0	11/2/2023	3113 - Standby, No care provided
2301147	0	11/3/2023	321 - EMS call, excluding vehicle accident with injury
2301150	0	11/5/2023	551 - Assist police or other governmental agency
2301159	0	11/7/2023	911 - Citizen complaint
2301163	0	11/8/2023	321 - EMS call, excluding vehicle accident with injury
2301169	0	11/9/2023	321 - EMS call, excluding vehicle accident with injury
2301170	0	11/9/2023	321 - EMS call, excluding vehicle accident with injury
2301205	0	11/19/2023	5311 - Report of odor with nothing found
2301213	0	11/21/2023	321 - EMS call, excluding vehicle accident with injury
2301214	0	11/21/2023	611 - Dispatched & canceled en route
2301242	0	11/28/2023	3112 - Lift Assistance
2301255	0	11/30/2023	3112 - Lift Assistance

Total Number of Incidents: 13**6:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2301148	0	11/4/2023	3112 - Lift Assistance
2301155	0	11/6/2023	3113 - Standby, No care provided
2301164	0	11/8/2023	622 - No incident found on arrival at dispatch address
2301174	0	11/10/2023	711 - Municipal alarm system, malicious false alarm
2301189	0	11/15/2023	3113 - Standby, No care provided
2301200	0	11/18/2023	551 - Assist police or other governmental agency
2301243	0	11/28/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 7**7:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2301182	0	11/12/2023	321 - EMS call, excluding vehicle accident with injury

2301193	0	11/16/2023	113 - Cooking fire, confined to container
2301210	0	11/20/2023	322 - Motor vehicle accident with injuries
2301215	0	11/21/2023	321 - EMS call, excluding vehicle accident with injury
2301228	0	11/26/2023	3112 - Lift Assistance
2301237	0	11/27/2023	3111 - Provided Driver
2301248	0	11/29/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 7

8:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301142	0	11/2/2023	321 - EMS call, excluding vehicle accident with injury
2301151	0	11/5/2023	3112 - Lift Assistance
2301229	0	11/26/2023	3113 - Standby, No care provided

Total Number of Incidents: 3

9:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301143	0	11/2/2023	321 - EMS call, excluding vehicle accident with injury
2301230	0	11/26/2023	3112 - Lift Assistance

Total Number of Incidents: 2

10:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301144	0	11/2/2023	321 - EMS call, excluding vehicle accident with injury
2301183	0	11/12/2023	311 - Medical assist, assist EMS crew
2301185	0	11/13/2023	5311 - Report of odor with nothing found
2301194	0	11/16/2023	113 - Cooking fire, confined to container
2301211	0	11/20/2023	321 - EMS call, excluding vehicle accident with injury
2301216	0	11/21/2023	733 - Smoke detector activation due to malfunction
2301220	0	11/23/2023	734 - Heat detector activation due to malfunction
2301231	0	11/26/2023	321 - EMS call, excluding vehicle accident with injury

2301238	0	11/27/2023	321 - EMS call, excluding vehicle accident with injury
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Total Number of Incidents: 9

11:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2301139	0	11/1/2023	321 - EMS call, excluding vehicle accident with injury
2301175	0	11/10/2023	5311 - Report of odor with nothing found
2301244	0	11/28/2023	553 - Public service
2301249	0	11/29/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 4

Report Filter Settings

Report Name: Incident Reports by Time of Day, Detailed

Filter Name: last month

Filter Expression: [AlarmDateTime] is between '11/1/2023 12:00:00 AM' and '11/30/2023 11:59:59 PM'



Emergency: Dial 911
Station #1: 660-269-8705 Ext: 2035
Fax: 600-263-0596
Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
Moberly, MO 65270-1520

Incident Reports by Apparatus, Summary

Apparatus:	Total Number of Incidents Responded to:
301 Command Ford F250	66
302 - 2014 Saber	58
303- 2022 Commander	79
306 - 2011 Ford F350	2
313 - 2008 Command Vehicle	1
315 - 2007 Chevy Pickup	1
Total Number of Incidents: 122	

Report Filter Settings

Report Name: Incident Reports by Apparatus, Summary

Filter Name: Date Range and Incident Number Exists

Filter Expression: [AlarmDateTime] is between '11/1/2023 00:00' and '11/30/2023 23:59'



Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Department Log Hours and Points, Detailed

Ballow, Bobby, W

		Time at Activity	Hours Paid	Points
Start Time: 11/28/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Search & Rescue - SCBA			
Start Time: 11/22/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Personnel conducted training on rescuing a down firefighter in a warehouse; emphasizing communication and rescue tactics.			
Start Time: 11/16/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Building Construction - Personnel discussed and studied the different types of building construction and what could be encountered in our jurisdiction. Fireground operations were discussed as it pertains to obstacles each building type offers.			
Start Time: 11/1/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Street familiarization. Personnel conducted training over the coverage area focusing on the less known streets and proper names.			
Total Hours and Points:		16:00	0	16

Boeding, Matthew

		Time at Activity	Hours Paid	Points
Start Time: 11/15/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Building Construction, Duties assigned on Target Solutions			
Start Time: 11/9/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Training conducted on medical emergencies as well as getting personnel acclimated with the Acadis Portal for fire certifications			
Total Hours and Points:		08:00	0	8

Brown, Killian

		Time at Activity	Hours Paid	Points
Start Time: 11/15/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Building Construction, Duties assigned on Target Solutions			
Start Time: 11/9/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Training conducted on medical emergencies as well as getting personnel acclimated with the Acadis Portal for fire certifications			
Total Hours and Points:		08:00	0	8

Brown, Wayne

		Time at Activity	Hours Paid	Points
Start Time: 11/9/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Training conducted on medical emergencies as well as getting personnel			

acclimated with the
Acadis Portal for fire
certifications

Total Hours and Points: 04:00 0 4

Burton, Eric

		Time at Activity	Hours Paid	Points
Start Time: 11/28/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Search & Rescue - SCBA			
Start Time: 11/16/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Building Construction - Personnel discussed and studied the different types of building construction and what could be encountered in our jurisdiction. Fireground operations were discussed as it pertains to obstacles each building type offers.			
Start Time: 11/1/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Street familiarization. Personnel conducted training over the coverage area focusing on the less known streets and proper names.			
Total Hours and Points:		12:00	0	12

Dutton II, Kenneth Ross

		Time at Activity	Hours Paid	Points
Start Time: 11/15/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Building Construction, Duties assigned on Target Solutions			
Total Hours and Points:		04:00	0	4

McCawley, Justus

		Time at Activity	Hours Paid	Points
Start Time: 11/15/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Building Construction, Duties assigned on Target Solutions			
Total Hours and Points:		04:00	0	4

Price, Darren

		Time at Activity	Hours Paid	Points
Start Time: 11/28/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Search & Rescue - SCBA			
Start Time: 11/22/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Personnel conducted training on rescuing a down firefighter in a warehouse; emphasizing communication and rescue tactics.			
Start Time: 11/16/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Building Construction - Personnel discussed and studied the different types of building construction and what could be encountered in our jurisdiction. Fireground operations were discussed as it pertains to obstacles each building type offers.			
Start Time: 11/1/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Street familiarization. Personnel conducted training over the coverage area focusing on the less known streets and proper names.			

Total Hours and Points: 16:00 0 16

Putnam, Cory

		Time at Activity	Hours Paid	Points
Start Time: 11/28/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Search & Rescue - SCBA			
Start Time: 11/22/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Personnel conducted training on rescuing a down firefighter in a warehouse; emphasizing communication and rescue tactics.			
Start Time: 11/16/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Building Construction - Personnel discussed and studied the different types of building construction and what could be encountered in our jurisdiction. Fireground operations were discussed as it pertains to obstacles each building type offers.			
Start Time: 11/9/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Training conducted on medical emergencies as well as getting personnel acclimated with the Acadis Portal for fire certifications			
Start Time: 11/1/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Street familiarization. Personnel conducted training over the coverage area focusing on the less known streets and proper names.			
Total Hours and Points:		20:00	0	20

Reinhart, Joey

		Time at Activity	Hours Paid	Points
Start Time: 11/28/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Search & Rescue - SCBA			
Start Time: 11/22/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Personnel conducted training on rescuing a down firefighter in a warehouse; emphasizing communication and rescue tactics.			
Start Time: 11/16/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Building Construction - Personnel discussed and studied the different types of building construction and what could be encountered in our jurisdiction. Fireground operations were discussed as it pertains to obstacles each building type offers.			
Start Time: 11/1/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Street familiarization. Personnel conducted training over the coverage area focusing on the less known streets and proper names.			
Total Hours and Points:		16:00	0	16

Schell, Robert

		Time at Activity	Hours Paid	Points
Start Time: 11/28/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Search & Rescue - SCBA			
Start Time: 11/22/2023 1:00:00 PM	Activity: On Duty	04:00		4

PM
Log Type: Training

Entry Text: Personnel conducted training on rescuing a down firefighter in a warehouse; emphasizing communication and rescue tactics.

Total Hours and Points: 08:00 0 8

Steeves, Zachariah

		Time at Activity	Hours Paid	Points
Start Time: 11/28/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Search & Rescue - SCBA			
Start Time: 11/22/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Personnel conducted training on rescuing a down firefighter in a warehouse; emphasizing communication and rescue tactics.			
Start Time: 11/1/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Street familiarization. Personnel conducted training over the coverage area focusing on the less known streets and proper names.			
Total Hours and Points:		12:00	0	12

Stone, Slater

		Time at Activity	Hours Paid	Points
Start Time: 11/15/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Building Construction, Duties assigned on Target Solutions			
Start Time: 11/9/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Training conducted on			

medical emergencies as well as getting personnel acclimated with the Acadis Portal for fire certifications

Total Hours and Points: 08:00 0 8

Sunderland, Daniel J

		Time at Activity	Hours Paid	Points
Start Time: 11/16/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Building Construction - Personnel discussed and studied the different types of building construction and what could be encountered in our jurisdiction. Fireground operations were discussed as it pertains to obstacles each building type offers.			
Start Time: 11/15/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Building Construction, Duties assigned on Target Solutions			
Start Time: 11/9/2023 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Training conducted on medical emergencies as well as getting personnel acclimated with the Acadis Portal for fire certifications			
Total Hours and Points:		12:00	0	12
Grand Total Hours and Points:		6 Days, 04:	0	148

Report Filter Settings

Report Name: Department Log Hours and Points, Detailed
Filter Name: Last Month's Training
Filter Expression: ([StartTime] is between '11/1/2023 12:00:00 AM' and '11/30/2023 11:59:59 PM') And ([LogTypeID] equals 'Training')

#12.

A Shift

157

158

120

258

C Shift

#12.

159



Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Hydrant Flow Tests by Hydrant Number

Hydrant Number: 4w296A

Location: Robertson Road, Moberly, MO
District: WARD FOUR **Township:**
Next Test Date: 07/14/2022

Color: Orange
Year:
Make:

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
11/27/2023	Ispection	3903	2962	50	45	45	1126

Director Of Utilities Monthly Report
November 2023 *(Presented at The December 18 City Council Meeting)*

Director's Summary

Rollins CSO Lagoon-

Met with contractor on cleaning the floating grease off the top of the Lagoon. Scheduled meeting with vendor about aeration devices to help eliminate odors. Met with contractor on expanding the Rollins drying bed to accommodate the grease removal.

Cleaning of 42in Sanitary line- Upon inspection Ace Pipe Cleaning found that the line that was cleaned in the spring of 2023 is now 50% blocked with grease and in immediate need of cleaning again to avoid another sanitary sewer overflow.

I have requested the vendors on these 3 projects to begin as soon as they can schedule them as I deem them all to be of emergency status due to our current standing with the DNR and local residents.

Project Tracking

Sparks Avenue Sewer:

- Construction permit requested. Plans under review for that permit.
- Engineer consultant has scheduled the project for advertisement during 1st quarter of 2024.

Northwest Regional Lift Station:

- Design phase underway.
- Easements needed for piping routes. Mapping of those easements to begin soon.

Route JJ:

- Moberly is working to obtain easements. 2/48 outstanding easements remain.
- Jacobs to prepare an application for a construction permit.
- RIG (Regionalization Grant) amount increase applied for.

Logan Street Water Line Replacement:

- Design phase to be underway upon scope approval. Topographic Survey is underway.

EDA Infrastructure Grant Projects: Project update meetings are held bi-weekly with Jacobs Engineering to track progress and make sure items are addressed in a timely manner. Each project has a 180 day construction timeline. The stormwater project for the Industrial Park is a Howe Company project. The six (6) projects included and the status of each:

Morley Street Pump Station:

- The contract has been awarded to ESS Force Main Extension to begin Jan 2024

N. Morley Water Main:

- The contract has been awarded to ESS Construction to begin 1st quarter 2024.

Downtown Sewer Rehab:

- Project has been restructured as one contract for completion of cleaning, inspection and rehabilitation to consolidate the effort with one full service contractor, and to better able to control total project costs.
- Advertisement for bids anticipated in Jan 2024.

Downtown CSO Storage Facility:

- Project awarded to Schneiders Excavation
- Construction expected to begin in the 1st quarter of 2024.

Dept. Summaries:

Drinking Water produced:	33.4 MG (1.112 MG/Day)
Drinking Water billed:	32.074 MG (1.069 MG/Day) \$216,288.07 (\$7,209/Day)
Wastewater Treated:	31.939 MG (1.030 MG/Day)
Wastewater Billed:	30.1 MG (1.0 MG/Day) \$287,289.72 (\$9,576/Day)
Wastewater Discharge Combined Sewer Outfalls:	7.118 MG
Total November precipitation	2.17 inches

Water Billing Office

- 72 Landlord letters. Sent to notify landlords of renters' delinquent payment status.
- 24 Deposit letters.
- 34 Emails to 6 Landlords.
- 119-meter technician work orders.
- Received 45 Waste Management calls or visits from customers.

Distribution and Collection Department and Customer Service

- Repaired 1 water leak.
- Replaced or removed 4 valves.
- Completed 144 Missouri One Call tickets for locating Moberly water and sewer lines.
- Staff investigated 11 sewer calls.
- Inspected 3,286 feet of sewer line.
- Jetted approximately 13,269 feet of sewer line.
- Sawed 0 feet of sewer lines to remove roots.

November Utility Leak Report

1-11-12-23 Water main break @ 1025 S 4th St. 15 Customers were without water for 4hrs.

Estimated water loss of 107,775 gallons. The repair was completed in 5hrs.

Moberly has one future 2024 SRF project as follows: "will consist of water line replacements of 6" and 8" mains with Class 150 C-900 PVC pipe. Logan Street water main was identified as a priority project in a 2018 Water System Model Update and is in the City's Owner Supervised Program for water main construction. This project will include approximately 15,000 linear feet or roughly 3 miles (Moberly has over 50 miles of cast iron piping to be replaced out of 100 miles total, leaks are almost exclusively on cast iron mains.) of water main with associated fire hydrants, valves and pavement replacement following pipe installation. The cost for this project will be just over \$7,000,000." Moberly has an opportunity to receive funding that is in early days for the remaining 4 miles of 14" cast iron piping to be replaced.

Water Plant

- WTP staff completed 3,477 lab analyses.
- Analyzed 2 Colilert samples for total coliform.
- Used trash pump to get recovery basin down for inspection and justify vac truck.
- DC used a Vac truck to remove solids from recovery basin and hauled to drying bed.
- Collected TOC and Bac-T samples.
- Ran hardness for wastewater. Had Storm water training.
- Worked on ammonia feed system.
- Changed chlorine container and collected Bac-T samples.
- Picked up 6 gallons of water from Dialysis Clinic
- Collected Bac-T samples and received AC100 polymer from Brenntag.
- Met with utility services about mixers/control boxes at Wicker and Rollins towers.
- Collected SOC samples.
- Chloramines start up and Hach on-site for quarterly maintenance contract.
- Ran jar test and worked on up-flow solids in center column.
- Ameren replaced Sparks electric meter. Matt attended MWWC board meeting.
- The utility Service did visual inspections on Sparks and Wicker tanks.
- Street dept working on manhole covers that were overlaid with pavement.
- Ameren replaced the electric meter at Wicker tower.

Wastewater Treatment Facility

- Treated 27.557 MGM an average of 0.919 MGD.
- Transferred 876,022 gallons of sludge from the SBRs to the digesters.
- There were 26.91 DT of biosolids applied for the month.

- 1.1 inches of precipitation that fell over a 7-day period.
- Taylor CSO (outfall 002) had no discharge for the month of November.
- Rollins CSO (outfall 003) discharged 7.118 MGD for the month of November.
- Seven Bridges CSO (outfall 004) did not discharge for the month of November.
- Holman Rd CSO (outfall 005) had no discharge for the month of November.
- Grease has been noticed at the wastewater plant more frequently. Pro Pumping has been removing grease from the wet well at Morley Pumpstation on a weekly basis. Floats in the Morley PS have not been working properly due to high grease amounts in the wet well. A total of 11,100 gallons were removed in November.
- Digester #2 was unable to transfer the sludge to the holding basins. A defective check valve was found and replaced.
- The UV system was shut down for the off season.
- Sunflo did a sludge judge of the Rollins CSO Lagoon.
- WWTP Staff assisted Parks with Xmas lights.
- DMRQA corrective action report was submitted to EPA regarding the failed test for hardness and PH.
- Emily Lute attended an EPA sponsored FOG training in Springfield.
- Rollins PS had a pump controller malfunction and pumps were not shutting off. Transducers were cleaned and reset, and operations returned to normal.
- Cummins did repair work on the generator at Darwood Cr. PS.
- **Bioxide was delivered to the Rollins CSO and proposals were received for odor control.**

Water Quality Coordinator

Household Hazardous Waste

- Accepted 1082.2 lbs. hazardous waste into the Household Hazardous Waste Facility.
- Stabilized and disposed of 456.04lbs non-reusable materials.
- Distributed 75.95 lbs. of recycled material to Moberly residents for reuse.
- Managed Open Household Hazardous Waste Day on November 11th.
- Cleaned and organized Household Hazardous Waste Facility.
-

Public Education and Involvement

- Made appointments with Moberly residents at Household Hazardous Waste Facility.
- Advertised HHW facility on social media.
- Scheduled Erosion Control training for contractors.
- Wrote article about construction BMPs.

Illicit Discharge Detection and Elimination

- Performed water testing and continued process of tracing illicit discharge.
- Started annual priority area inspections.
-

Construction Stormwater Runoff Control

- Performed Land Disturbance Inspections for all Land Disturbance sites (see attached chart.)
- Attended Planning Committee meeting.
- Performed closeout inspections for Club Carwash and Walmart DC.
- Met with Eagle Tree Ridge about BMPs.
- Reviewed building plans to assess the level of stormwater protection needed.
- Started work on erosion control training and educational materials.

Post-Construction Stormwater Controls

- Continued annual inspections.
- Meeting with Director and Codes dept about changes to the LDP
- Updated contact information for Permanent Stormwater Facility Permits

Municipal Good Housekeeping

- Performed annual stormwater inspections.
- Provided Drinking Water stormwater training.

Finances, Certifications and Education

- Attended Green infrastructure webinar.
- Set up cooperative for HHW disposal.
- Attended MIRMA training.

319 Project

- Scheduled stakeholder meeting.
- Attended planning meetings.

Land Disturbance Inspections Performed

Site	Permit Holder	Status
KO Storage	KO Construction	Construction not Started
Dream Moore Falls	Larry Schnell	No issues
Logan Street	Drew Kerns	Construction Not Started
Cobblestone Creek	Tony Stuart	No issues
Cobblestone Creek	Knox & Haynes	No issues
Ellis Place	Tony Stuart	Trash on lot
Eagle Tree Ridge	Dave Richardson	Sediment downstream of basin, erosion and channelization within basin, no inlet protection or erosion control, cement basin full
Club Carwash	Scott Mueller	Closed permit
Alt Ed School	Jeff McCracken	No issues
Walmart DC	Scott Kleermeir	No issues
Holman Road	Josh Spicer	Downstream Sediment

**Moberly Area Economic Development Corporation
Board Report: November 17 – December 14, 2023
Randy Asbury, President, & Kaylee Paffrath, Director of Business Development**

Goals/Activities for the Past Month

- (Ongoing) Continue discussions with the City of Moberly and The Bricton Group regarding downtown Moberly hotel opportunities and development services.
- (Ongoing) Continue to provide follow-up on all outstanding projects requiring management and response.
- (Ongoing) Continue social media and website engagement efforts.
- (Ongoing) Continue to facilitate and provide administrative services for the Moberly Depot District Grant Programs.
- (Completed) Research 501(C)3 status and guidelines. A meeting with a CPA is scheduled for November 21.
- (Underway) Begin work on certifying the remaining uncertified acreage at the Moberly Area Industrial Park.
- (Ongoing) Continue Project Glasgow efforts alongside DED and Missouri Partnership.
- (Completed) Host Jason Jennings, Jennings Locker, for the November KWIXLAND in the Morning interview with Brad Boyer.
- (Completed) Participate in Governor's public announcement of and ribbon cutting for EquipmentShare.

Goals/Activities for the Next Month

- Continue discussions with the City of Moberly and The Bricton Group regarding downtown Moberly hotel opportunities and development services.
- Continue to provide follow-up on all outstanding projects requiring management and response.
- Continue social media and website engagement efforts.
- Continue to facilitate and provide administrative services for the Moberly Depot District Grant Programs.
- Assist City of Moberly with work on certifying the remaining uncertified acreage at the Moberly Area Industrial Park.
- Continue Project Glasgow efforts alongside DED and Missouri Partnership.
- Michael Eaton, MAM President, to participate in the December KWIXLAND in the Morning interview with Brad Boyer.
- Review CPA summary regarding establishment of a 501C3 to determine next steps.

Project Overviews

- Met with Project Cherry principal and DED to discuss state incentives process.
- Attended Glasgow SEMA bridge replacement meeting for status report.

Other Substantive News & Efforts

- Wrapped up Zip Code Survey & Wage & Benefits Survey Reports.
- Attended the Missouri Partnership Quarterly "Missouri Meet Up"

- Met with ArchiveSocial to discuss how MAEDC archives social media records.
- Attended a workforce housing roundtable meeting with Missouri Northeast. A representative from Nebraska reviewed their Workforce Housing Grant program.
- Attended the EquipmentShare ribbon cutting ceremony and shared associated press releases.
- Met with a potential new/relocating uniform cleaning business to discuss state incentives.
- Met with Michael Eaton of the Missouri Association of Manufacturers (MAM) and toured the MACCLab and MACC-Columbia campus, then returned to MAEDC to discuss ways to partner with MAM in the future.
- Attended the Missouri STEM Initiative (MSI) monthly meeting and subsequent marketing committee meetings.
- Met with Amber Overfelt to plan the MEDC District 4 (Howard County) Spring Meeting in Howard County.
- Attended the Missouri Northeast government relations committee meeting and set forth plans for January capital visits.
- Hosted Business Bites – Human Resources which is the final event for the year.
- Attended PIDP Federal Grant webinar.
- Attended MEDC Public Policy committee meeting.
- Attended Work Ready Communities LIVE Webinar.
- Social Media Stats: See attached report.



DECEMBER REPORT

2023

SOCIAL MEDIA STATS

TOP ORGANIC POSTS THIS MONTH

INSTAGRAM



THE FENNEL ICE RINK
POST - 43 LIKES

FACEBOOK



DECEMBER CHRISTMAS
FESTIVAL ONE DAY BEFORE
POST REACHED 12,766 PEOPLE

TOTAL REACH ON SOCIAL MEDIA THIS MONTH

Month	Facebook	Instagram	Twitter	Total
Jan - 2023	31,167	2,222	325	33,714 people
Feb - 2023	48,957	4,560	1,020	54,538 people
March - 2023	41,282	3,206	661	45,149 people
April - 2023	61,038	3,783	684	65,505 people
May - 2023	98,181	4,340	143	102,644 people
June - 2023	76,390	3,690	281	80,361 people
July - 2023	64,660	3,764	***	68,424 people
August - 2023	98,576	12,988	***	111,564 people
September- 2023	76,705	1,885	***	78,590 people
October - 2023	101,403	2,434	***	103,837 people
November - 2023	79,201	2,395	***	81,596 people
December - 2023	37,516	1,335	***	38,851 people

Total Reach for the Year

1,039,952
people

This total includes the Facebook & Instagram organic reach and the reach in paid advertising.

As of 12/11/23

SCAN TO WATCH



CHRISTMAS FESTIVAL COMMERCIAL

Medium	Date Ad Ran	Amount Spent
Facebook/Instagram	Nov. 14 - Dec. 2	\$1,500.00

This was an ad focused on promoting the Christmas Festival.



CHRISTMAS FESTIVAL VIDEO AD

Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	Nov. 10 - Dec. 2	18,927	\$600.00

This was an ad focused on promoting the Christmas Festival.

MEDIA	2019	2020	2021	2022	2023
DIGITAL	\$10,644.12	\$8,530.54	\$8,449.00	\$6,623.69	\$8,350.00
SHOW ME STRONG DIGITAL	0	\$2,989.99			
PRINT	\$800.00	\$1,200.00	\$2,100.00	\$3,600.00	\$2,250.00
RADIO	0	\$4,998.00			
SEM	\$1,332.93	\$3,465.62	\$3309.03		\$2,871.00
BILLBOARD	0	\$2,000.00	0		
TV			\$7,224.00	\$7,014.00	\$3,000.00
TOTAL:	\$12,777.05	\$23,184.15	\$12,958.09	\$17,237.69	\$16,471.00

HALF OF THIS AD SPEND IS REIMBURSED BY THE STATE



WE HAVE BEEN IMPLEMENTING THE SHOP LOCAL GRANT ADS RECEIVED FROM THE MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS.

This was a \$2,000 ad with no match require to promote shopping local during the holiday season.

OWNED COMMUNICATION ASSETS



- Sent out holiday activity information to through email blasts
 - Published a blogs with all holiday events
 - Sent out December newsletter
- Planned and scheduled social media content
- Updated moberly.com to reflect new shops, restaurants, attractions and more
- Gathered new photographs of Rothwell Park, and ice skating rink & C&H Pub & Grub
- Gathered photos at Christmas Festival & other holiday events/attractions

ADDITIONAL ITEMS



- Attended Community Betterment Board Meeting, Coffee Chat, 4th Street Theatre Board Meeting, MACA Board Meeting and Tourism Commission Board Meeting
- Held final meeting with MU Students on Tourism Research Project
- Continue working on gathering dates for 2024 events from partners
- Ice skating rink had its second feature on KOMU
- We are starting to plan items for 2024 especially Junk Junktion & Gus Macker weekend

WE RAN &
OVERSAW 26
TOURISM ADS

HAD 20,200
VISITORS FOR
JUNK JUNKTION,
GUS MACKER
WEEKEND

HAVE THE 7TH
LARGEST FOLLOWED
FACEBOOK PAGE
OUT OF ALL
CHAMBER OF
COMMERCE IN
MISSOURI

WERE THE
CONNECTOR TO
THE CITY
PURCHASING THE
ICE RINK AS AN
ADDITIONAL
TOURISM
PRODUCT

HOSTED 10
TOURISM
TUESDAY
MEETINGS FOR
PARTNERS

HAD 10,200
VISITORS FOR
THE
CHRISTMAS
FESTIVAL

1,039,952
PEOPLE
REACHED
ON SOCIAL
MEDIA

GAINED 470
EMAIL
CONTACTS
THIS YEAR



- Continued scheduling social media content & created graphics
- Sent out & scheduled email blasts
- Took photos and edited them
- Worked on additional social media ad and published it
- Worked on additional radio ads
- Updated the landing page on moberly.com

THE RINK CONTINUES TO BE BUSY EVERY WEEKEND AND SEE VISITORS FROM 45 MILES OR MORE ATTEND. THE KOMU COMMERCIAL WILL RUN UNTIL THE END OF THE MONTH

**SCAN TO WATCH
THE COMMERCIAL**



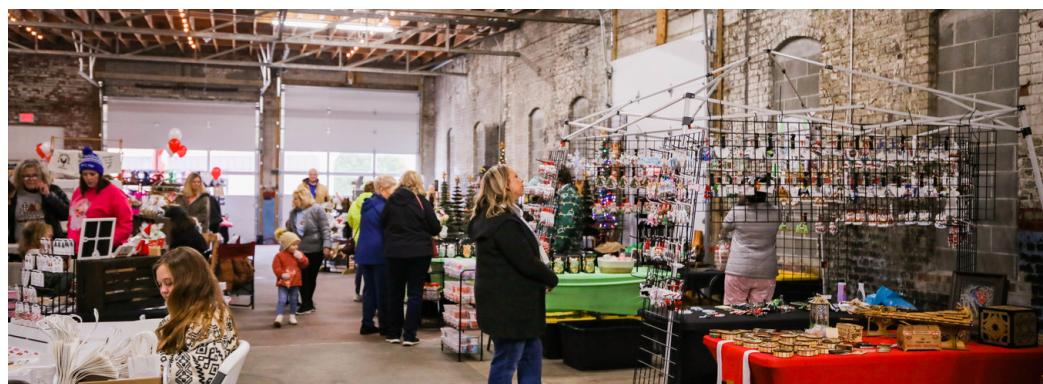
**SINCE THE
CREATION OF THE
FENNEL
FACEBOOK PAGE
ON 10/31 WE HAVE
1,917 FOLLOWERS
& HAVE REACHED
114,752 PEOPLE**

PLANNED ACTIVITES

#12.



- Executed Moberly's Christmas Festival
- Submitted Missouri Division of Tourism Recertification & upcoming ad spends
- Submitted MDT FY22 Year End Report
- Submitted MDT FY23 Q1 Reimbursement
- Worked on Junk Junktion vendor application & Gus Macker plans for 2024
- Planned all Tourism Tuesday partner topics for 2024
- Finished Christmas Festival



TOURISM EVENT RECAP

- November 26 - Christmas in the Park Began
- Dec. 1 & 2 - National Bible Bowl Tournament
- Dec 2 - Christmas Festival
- Dec. 3 - Moberly Mega Tree Opened
- Dec. 9 Boonslick Coordbusters



MONTHLY BILLING

ITEM # DESCRIPTION	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.	OCT.	NOV.	DEC.
102.000.521: ADVERTISING	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517
102.000.540: CONTRACT LABOR	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
102.000.541: ADMINISTRATIVE FEES	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583
TOTAL:	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100

City of Moberly

City Council Agenda Summary

Agenda Number: #13.
 Department: Comm. Dev.
 Date: December 18, 2023

Agenda Item: Consideration Of Appointment To The Board of Adjustment.

Summary: One (1) term for the Board of Adjustment expires at the end of December. We advertised for applicants and received Rick Drown's application that is attached. His term is currently expiring, and he has indicated he would like to be reappointed.

Recommended

Action: Please reappoint Rick Drown To The Board Of Adjustment.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kyser** _____

Passed Failed

City of

Moberly!

Board/Commission Application Form

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

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

Name of Board or Commission: Adjustment Date: 28 Nov 2023

Your Name: Richard Brown Street Address: 1409 MYRA

Phone number(s): (evening) 573-810-4474 (day) _____

Email: rdbrown72755@icloud.com

Do you live within the corporate limits of City of Moberly? Yes/No

How long have you been a resident of City of Moberly? Except for 5 years in the 90's ALUM life

Occupation: Retired Employer: _____

Optional Questions (use back of application if necessary)

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

I have been on the board for a few years and I also have some
rental property which have helped me to understand
how the city and business work.

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

I feel that with my experience from being a property
owner and on the board I can view a issue from
both sides

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

1. Cathy Blandford Phone: 660-253-9065
2. Shirley Olney Phone: _____
3. Carla Beal Phone: _____

Ruth D
Signature of Applicant

*Additional Information may be attached to this form.

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