

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
March 15, 2021
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval of Minutes

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

2. A request from Greg Carroll with Harrier Track Club to hold a 5k on July 4, 2021.

3. A Request from Unfinished Pieces to a 5K on April 3, 2021.

4. Proclamation to City of Moberly Employees for Extraordinary Services

Public Hearing and Receipt of Bids

5. Receipt of bids for the lease of a new postage machine for City Hall.

6. Receipt of Bids for the purchase of New 2021 Model 729B Grasshopper Mower

Ordinances & Resolutions

7. An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Bradley Kennedy For Properties Located At 410 Johnson Street And 500 Franklin Street.

8. An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Terrell Fugate For Properties Located At 401 And 411 Patton Street.

9. An Ordinance Approving a First Amendment to Cooperative Redevelopment Agreement; Making Certain Findings; Amending Portions of Ordinance No. 9486; and Providing Further Authority.

10. An Ordinance Approving A Cooperative Agreement With Randolph County For The Administration Of 911 Trust Funds.

11. A Resolution Authorizing The Purchase Of A Grasshopper Mower For The Water Treatment Plant.

12. A Resolution Authorizing The City Manager Of The City Of Moberly To Execute An Assignment Of Management Agreement With GreatLife MidMo, LLC For Heritage Hills Golf Course.

13. A Resolution Approving An Agreement With Boone Consulting To Develop Specifications And Project Management Of The Taylor Street CSO Basin And Wastewater Treatment Plant Farm Site Improvements.

14. A Resolution Authorizing The City Manager To Execute A Lease Agreement With Multiple Services Equipment Company For A Postage Machine.

15. A Resolution Accepting A Quit Claim Deed From MBL Development Co. For Real Estate Located At The Silva Lane Extension.

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

Official Reports

17. Department Head Monthly Reports

Anything Else to Come Before the Council

18. Consideration of a Motion to Adjourn to a Work Session followed by a Closed Session to discuss the status of pending of legal issues, personnel, and negotiated contract. (Closed Statute 610.021) (1,3, 12)

Adjournment

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

March 1, 2021

City of Moberly, Missouri Council Minutes

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

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

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

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

Councilman Kyser requested changes to the February 16, 2021, meeting minutes for the motion he made that City staff investigate the feasibility of using the Municipal Auditorium basement as a warming shelter to add the words "temporary emergency" to warming shelter and the requested time changes to be 6:00 p.m. to "8:00 a.m." (from "10:00 a.m." originally listed in the minutes that were presented to the Council for approval). Pending the changes, a motion was made by Brubaker and seconded by Kyser to approve the minutes of February 16, 2021, and February 23, 2021. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

City Manager, Brian Crane, introduced Don Ryan, who has been appointed to the position of Fire Chief for the City of Moberly, Missouri. Mayor Jeffrey invited him to address the Council.

A request was received by the Moberly Area Chamber of Commerce for permission to close the 100 block of N 4th Street between Rollins and Reed from 6:00 p.m. on Friday, April 30, 2021, until 10:00 a.m., May 2, 2021, for the annual Chamber Banquet. A motion was made by Kimmons and seconded by Davis to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE TWO IMPELLERS FOR THE 7 BRIDGES ROAD LIFT STATION"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE ULTRAVIOLET DISINFECTION EQUIPMENT FOR THE WASTEWATER PLANT"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A CLEAN WATER STATE REVOLVING FUND LOAN APPLICATION FOR CONSTRUCTION OF A**

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

Davis introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A DRINKING WATER STATE REVOLVING FUND LOAN APPLICATION FOR REPLACEMENT OF THE SOUTH MORLEY 12-INCH WATER MAIN"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A DRINKING WATER STATE REVOLVING FUND LOAN APPLICATION FOR REPLACEMENT OF CLARIFIERS AT THE WATER TREATMENT PLANT"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION AUTHORIZING AND ACCEPTING CHANGE ORDER NUMBER 1 TO THE CONTRACT WITH J.T. HOLMAN GENERAL CONSTRUCTION & EXCAVATING, LLC FOR THE DEMOLITION GRANT PROGRAM"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AUTHORIZING PARTICIPATION IN THE MISSOURI HIGHWAY SAFETY PROGRAM AND A GRANT APPLICATION FOR DWI ENFORCEMENT"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$461,995.68"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Councilman Kyser publicly thanked the Police Department employees for their professionalism and recognized their extra effort in helping the citizens of

Moberly, naming Sargent Harrison and Sargent Calvert in particular. He shared with the Council that these officers have been following up with citizens and checking on them outside of their regularly scheduled duty hours. He recalled Councilman Kimmons statement "Our greatest asset is our employees" and he agrees with that philosophy. Kyser also said that the Police Station was open to the public during the recent frigid temperatures and he thanked Chief Link for offering that service for Moberly citizens in the absence of a warming shelter.

Mayor Jeffrey nominated Tim Seidel to be appointed and for Janie Riley to be reappointed to the Tourism Advisory Commission. A motion was made by Davis and seconded by Kyser to appoint Tim Seidel and reappoint Janie Riley to the Tourism Advisory Commission. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey nominated Doug Sharp and Carolee Hazlet to be re-appointed to the Historic Preservation Commission. A motion was made by Kyser and seconded by Davis to re-appoint Doug Sharp and Carolee Hazlet to the Historic Preservation Commission. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Members from the news media present were: Bob Ehle, KWIX/KRES Radio Station, Chuck Embree, Moberly Monitor Index.

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

Mayor Jeffrey reopened the meeting.

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

Work Session

The following was discussed at the work session:

A request from Nicole Soendker with Unfinished Pieces to hold a 5k on April 3, 2021.

A request from Greg Carroll with Harrier Track Club to hold a 5k on July 4, 2021.

Discussion of an Assignment of GreatLIFE Management Agreement.

An application submitted by Bradley Kennedy for a re-zoning of 410 Johnson Street and 500 Franklin Street from a B-2H (Central Business District/Historic Overlay) to an R-2 (Two-Family Residential District).

An application submitted by Terrell Fugate for a re-zoning of 401 and Patton Street from an R1 (Single-family Residential District) to an R-3 (Multi-family Dwelling District).

Receipt of bids for the lease of a new postage machine for City Hall.

Receipt of bids for a New 2021 Model 729B Grasshopper Mower.

Amendment to Boone Consulting contract dated March 6, 2017, for development of specifications and project management to clean Taylor Street Swirl Concentrator and Phase I of Wastewater Treatment Plant Farm Site Improvements.

City of Moberly

City Council Agenda Summary

Agenda Number: #2.

Department: Parks and Recreation

Date: March 15, 2021

Agenda Item: A request from Greg Carroll with Harrier Track Club to hold a 5k on July 4, 2021

Summary: Greg Carrol is requesting to host the annual 4th of July 5K (previously requested by Todd Beaverson), to raise funds for the Harrier Track Club. Route from previous years has changed, using similar route to the Frosty 5K. Please see map for description.

Recommended

Action: Approve this request.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input 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___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

City of

Moberly!

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

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

Walk/Run Application Permit

Application Date: FEBRUARY 22, 2021
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: SUNDAY JULY 4, 2021

Purpose of event: HARRIER TRACK CLUB INDEPENDENCE 5K

Name of event director: GREGORY Q CARROLL

Contact phone, & Address of director: 660 263 4947 1649 CR 2285, MOBERLY

Approximate number of participants: 150

Route requested, Begin & End Time: ON THE ROAD, RILEY PAVILLION
TO LOST HILLS LOOP AND RETURN. REGISTRATION
STARTS AT 7:00 AM. RACE BEGINS AT 8:30 AM,
OFF COURSE BY 10 AM.

(Please include a map diagram showing start to finish)

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

Will the organization furnish personnel to assist with the event?

Yes: X No: _____ If yes, how many? 12

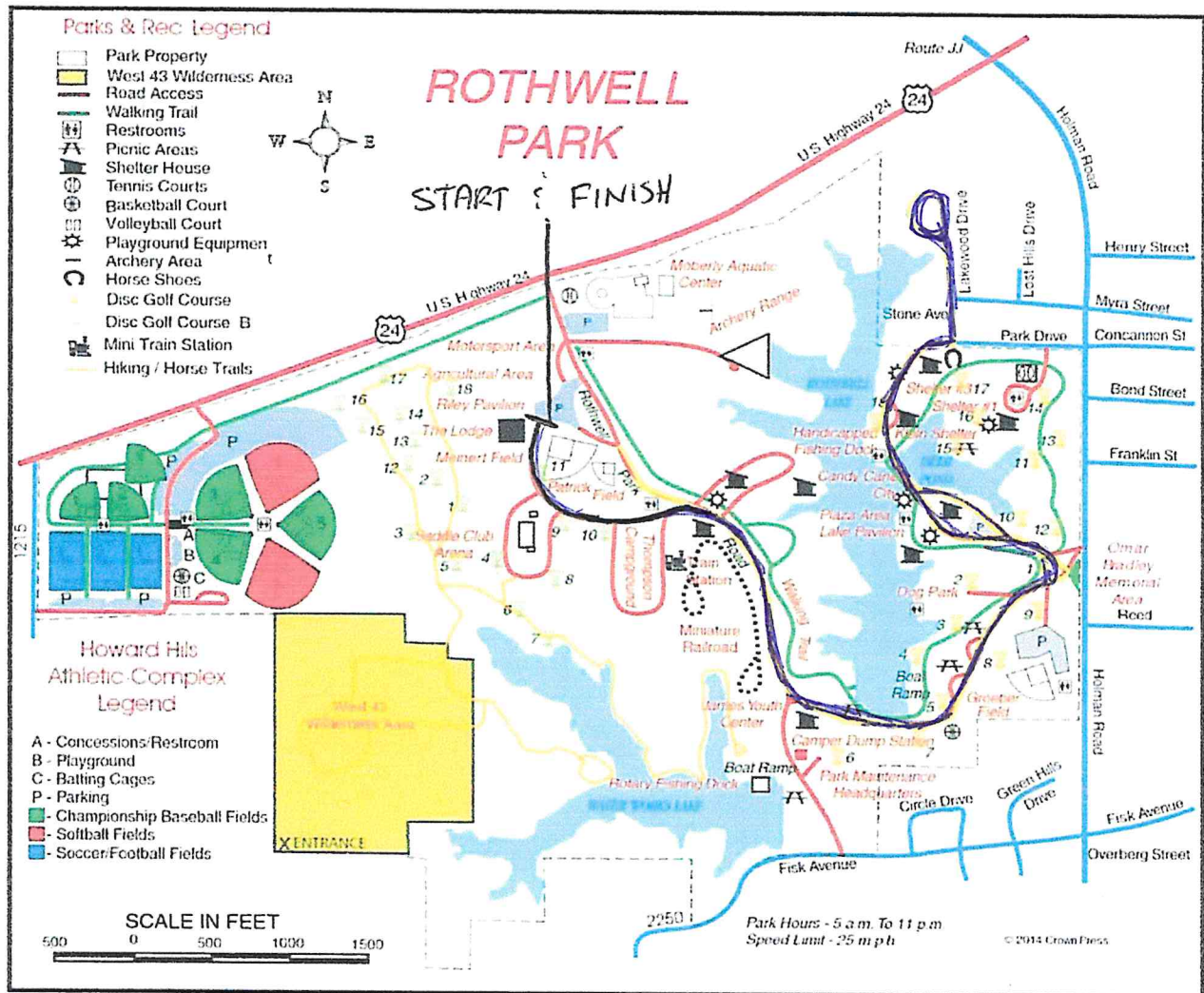
Signature of applicant: Gregory Q Carroll

Approved: _____ Declined: _____

Authorizing Official: _____ Date: _____

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

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



CHANGE START/FINISH TO SPOT BY THE LODGE LIKE FROSTY SK. DOES NOT GO AROUND RODEO ARENA. THEN EAST TO PARK ROAD. THE REST OF THE COURSE IS SAME AS BEFORE.

City of Moberly

City Council Agenda Summary

Agenda Number: #3.
 Department: Parks and Recreation
 Date: March 15, 2021

Agenda Item: A Request from Unfinished Pieces to a 5K on April 3, 2021.

Summary: Nikki is requesting to host a 5K on April 3rd, to raise funds for Unfinished Pieces, an organization whose Mission is "To help improve the lives of individuals and families affected by Autism Spectrum Disorder." Unfinished Pieces has rented the Riley Pavilion for their 5K. The race will begin at 10:00 a.m. at the Lodge parking lot next to Meinert Field. The route will follow Rothwell Park Road, going past the James Youth Center, the Dam, taking runners by the War Memorial, running past Candy Cane City, past the Klein Shelter and Shelter Three, continuing until Shelter 1 Tennis courts where runners take a right and go around the circle drive area in the back. The runners will follow the same route back to the Lodge parking lot.

Recommended

Action: Approve this request.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

City of

Moberly!

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

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

Walk/Run Application Permit

Application Date: February 19, 2021
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: April 3, 2021

Purpose of event: Autism Awareness

Name of event director: Nikki Joender

Contact phone, & Address of director: 460-998-5757

Approximate number of participants: 100+

Route requested, Begin & End Time: Start at Riley pavilion,
turn right down Rothwell Park Road
and follow to Park Drive, loop around
bathrooms at Old Skate park and follow
back to the Riley Pavilion.
(Please include a map diagram showing start to finish)

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

Will the organization furnish personnel to assist with the event?

Yes: X No: _____ If yes, how many? _____

Signature of applicant: Nicole Saera

Approved: _____ Declined: _____

Authorizing Official: _____ Date: _____

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

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

Unfinished Pieces 5k Run/Walk

Date: April 3, 2021

Start/Finish: Riley Pavilion

109 Rothwell Park Road

Moberly, MO 65270

Distance: 3.1 Miles

Start Time: 10:00 am



City of Moberly

City Council Agenda Summary

Agenda Number: _____

#5.

Department: Finance

Date: March 15, 2021

Agenda Item: Receipt of bids for the lease of a new postage machine for City Hall.

Summary: Over the past two months the current postage machine in City Hall has become unreliable, losing data and requiring multiple sessions of maintenance. It is several years old and is in need of replacement with a more current model. Additionally, once the Caselle software is in place we will be moving to an automated accounts payable function whereby Central Bank will make our payments for us, so we will not require such a robust machine.

Bids were requested from Pitney Bowes, Multiple Services Equipment Company, and Bowman's Solutions, our current firm. Bids were received from all except Pitney Bowes, a tabulation of them is attached. We are recommending entering into a 60-month lease agreement with Multiple Service Equipment Company. It is more cost effective to lease the entire machine versus owning the base, paying maintenance on it, and leasing the meter unit. Under our current lease we pay approximately \$105 per month, so the \$70 per month rate will save us a little money in addition to providing us with a more reliable meter. A resolution is included as part of this meeting authorizing staff to enter into the lease agreement.

Recommended

Action: Accept the bids.

Fund Name: General Fund

Account Number: 100.013.5203, Postage & Freight

Available Budget \$: \$1,218.00

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___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed

Failed

City of Moberly - Postage Machine Bids, 2/10/2021			
Specification	Multiple Services Equipment	Bowman's Soutions	Pitney Bowes
Lease term	60 months	60 months	NO REPLY TO INQUIRY
Postage tracking for multiple users	250 accounts	100 accounts	
Postage use reportable by user account?	Y, through internet portal or meter report	Y, through USB report in Excel format	
Accommodate variable dimesions and weights of mail pieces up to 3/4" thick	Not mixed, 3/8" max.	Not mixed, 1/2" max.	
Semi-automatic document feeder	50 units/min.	75 units/min.	
Envelope moistener/sealer	Integrated	Integrated	
Minimum 10# external scale	10# integrated	10# integrated	
USPS discounted postage available	Y	Y	
IMI meter technology enabled	Y	Y	
Hardware & software maintenance included	Y	Y	
Service response time < 24 hours	2-4 hours	2-4 hours	
Loaner machine available?	Y	Y	↓
Additional			
Ink cartridges	\$149	\$160	N/A
Labels	\$25 for 500	\$47 for 500	N/A
Sealing solution	\$25/gal.	\$25/gal.	N/A
USPS rate protection	Y	Y	N/A
Postage download	Internet, pay via ACH	Internet, billed through Quadient Postage Funding	N/A
Cost			
PostBase Vision Semi-Auto S5	\$70.00/month *		
Quadient iX-5 HF		\$89.65/month	
Estimated total lease cost over lease term	\$3,780.00	\$5,379.00	

* Promotional new customer rate of \$70/month with 6 months @ \$0, effectively decreasing the term to 54 months of cost.

City of Moberly

City Council Agenda Summary

Agenda Number: #6.
 Department: Public Utilities
 Date: March 15, 2021

Agenda Item: Receive Bid Submissions for the purchase of New 2021 Model 729B Grasshopper Mower

Summary: The Utilities Department advertised for a new mower for the Water Treatment Plant. A total of 3 bids were received by which it is suggested that Lees Lawn Care & Equipment be awarded the bid. This mower would be used to mow areas in town, and the existing mower would be retained for use at Sugar Creek Lake recreation areas and the dam. The State bid offers different mower configurations that are not safe on steep slopes that exist at the Water Plant and at the Lake. This model mower is more stable on these slopes.

Recommended Action: Approve the suggested bid to allow the City Manager to purchase the equipment.

Fund Name: Water Treatment Department, Capital Improvement Plan

Account Number: 301.113.5502

Available Budget \$: 2,107.40

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___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

CITY OF MOBERLY
Water Plant Mower Bids 10Am
"BID OPENING"
Sign-In Sheet

Date: 2.23.2021

Name

Cora Woodin

Matt Everts

Company

City of Moberly

City of Moberly

CITY OF MOBERLY
Water Plant Mower Bids 10Am
"BID OPENING"

Date: 2.23.2021

Lee's Lawn Care & Equip

\$ 10,650.00

Old Hwy 63 Garage LLC

\$ 11,775.00

Henderson Implement & Outdoor
Power Co.

\$ 13,374.75

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Lees Lawn Care and Equipment, LLC

411 East Urbandale Drive

Moberly Mo 65270

660-263-7570

Grasshopper 2021 Grasshopper 729BT Front
Mount Mower

With 3661 Power fold deck-Water Department

Sales Price \$10,650.00

A handwritten signature in cursive script that reads "Jay Lees".

Grasshopper QuikQuote

#62380N00030



#6.

Quoted by

Old Highway 63 Garage LLC

501 N Brown St

La Plata, MO 63549

P: (660) 587-2011

Tony Kasper

Owner

E: OldHwy63Garage@yahoo.com

P: 660-587-2011

Quoted for

CITY OF MOBERLY

E: LESU@CITYOFMOBERLY.COM

P: 660-833-5586



Model 729BT with 3661PF

Quoted: Jan 20, 2021

Power Unit & Deck

Model 729BT (531900)

895cc Big Block engine; "no-gears" T6® pump-and-wheel-motor transmission; AntiVibe Power Platform®; luxury seat and shock-absorbing footrest

3661PF – 61" w/ PowerFold® (532810)

List

Bid

\$10,490.00 \$7,867.50

\$3,565.00 \$2,673.75

List Total: \$15,700.00

Bid Price: \$11,775.00

Grand Total: \$11,775.00

Stipulation(s):

✓ Quote Expires in 30 days

Wholegoods

List

Bid

503218+503220 – Counterweight Kit - 50 lb. with mount kit (One 50-lb. weight included)

\$165.00 \$123.75

503671 – Premier Suspension Seat

\$970.00 \$727.50

503667 – Premier Suspension Seat Install Kit

\$160.00 \$120.00

533505 – Wide-Stance, Single-Fork Tail Wheels (in lieu)

\$195.00 \$146.25

533550 – Foldable ROPS w/ Seatbelt

\$155.00 \$116.25

HENDERSON IMPLEMENT AND OUTDOOR POWER
COMPANY

6111 PARIS RD. COLUMBIA, MO 65202

PH: 573 442 1252 FAX: 573 874 9463

DATE: 2/10/21

TO: Matt Everts

COMPANY: City of Moberly

FAX#

FROM: Randy Hubbard

RE: Mower

NO. OF PAGES INC COVER

COMMENTS: 729 Grasshopper 61" Deck w/PowerFold
Side Discharge

Henderson Price delivered w/full fuel

\$13,374.75

Thank you, Randy Hubbard

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#7.

Department: Comm. Dev.

Date: March 15, 2021

Agenda Item: An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Bradley Kennedy For Properties Located At 410 Johnson Street And 500 Franklin Street.

Summary: The Planning & Zoning Commission recommended approval for the request of the re-zoning of 410 Johnson St. and 500 Franklin St.

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___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF BRADLEY KENNEDY FOR PROPERTIES LOCATED AT 410 JOHNSON STREET AND 500 FRANKLIN STREET.

WHEREAS, Bradley Kennedy submitted his Rezoning Application to the Zoning Administrator on February 2, 2021, to rezone properties located at 410 Johnson Street and 500 Franklin Street from B-2H (Central Business District/Historic Overlay) to R-2 (Two Family Residential District) due to the demand for more multi-family residential structures in the city; and

WHEREAS, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on February 22, 2021, at which time the Commission recommended approval of the rezoning request after having considered all standards listed in the zoning regulations, and all other conditions listed for that use in other sections of the regulations. The Commission found that the proposed use did provide safeguards to assure its compatibility with the surrounding area.

WHEREAS, the City Council has considered the rezoning application and the findings, conclusions and conditions of the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the rezoning application described herein for properties located at 410 Johnson Street and 500 Franklin Street.

PASSED AND ADOPTED this 15th day of March 2021, by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer at Meeting

City Clerk

City of *Moberly!*

Memorandum

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *AGENDA ITEM NO. 1*

Meeting: *February 22, 2021*

Public Hearing to consider:

Public Hearing for a request submitted by Bradley Kennedy for a zoning change from a B-2 H (Central Business District / Historical overlay) to R-2 (Two-family Residential) for the properties know as 500 Franklin St and 410 Johnson St.

Report #1:

The property is currently owned by Martin Concrete and is under contract to Bradley Kennedy, Bob Martin has given his consent to change the current zoning. The combined properties are approximately 140' X 125' or 17,500 square feet. The proposed change will allow for the construction of single-family residences.

The property bordered on the North by Ameren UE storage yard, (M-1) to the West is an old abandoned grocery store, (B-2 H) to the South is nonconforming residences, (B-2 H) and to the East is an existing Church. (B-2 H)

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

City Staff review: Based on recent housing study and the demand for more multi-family residential structures City staff is recommending to change the parcel to an R-3 (Multifamily Dwelling District) along with this we will be recommending to change the remaining block around this parcel to an R-3 in March, along with the South half of the 500 Block of Johnson St. creating a transitional area between the down town district and the residential districts.

Respectfully submitted Rick Ridgway

CITY OF MOBERLY, MISSOURI
REZONING APPLICATION

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

For Office Use Only

Deposit: \$ 150.00
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Bradley Kennedy Phone: 573 239-1125
Address: 22331 W. Everett Carr, Clark Mo Zip: 65243
Owner: Bob Martin Phone: _____
Address: _____ Zip: _____

PROPERTY INFORMATION:

Street Address or General Location of Property: 500 Franklin St
Property is Located In (Legal Description): Trimbles 1st Add to Moberly, lots 1 & 2, Block 1 and all of tract 40 & the W 30' of N 125' of tract 42

Present Zoning: B-2 Requested Zoning: R-2 Acreage: .41

Present Use of Property: vacant lot

Character of the Neighborhood: mixed residential and business

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Ameren storage lot</u>	<u>M-1</u>
South	<u>residential</u>	<u>B-2</u>
East	<u>church</u>	<u>B-2</u>
West	<u>commercial</u>	<u>B-2</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts?
 Yes _____ No ☒

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning?
 Yes ☒ No _____

If yes, explain: _____

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?
 Yes _____ No _____

2. Is the proposed change consistent with the Future Land Use Map?
 Yes _____ No _____

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: CORNER OF JOHNSON & FRANKLIN ST.

2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name

Classification

Right-of-Way Width

3. Will turning movements caused by the proposed use create an undue traffic hazard?
 Yes _____ No ☒

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- | | | | |
|----|-------------------------------------|---------------|--------------|
| 1. | Appropriately Sized Lots? | Yes <u>✓</u> | No <u> </u> |
| 2. | Properly Sized Street Right-of-Way? | Yes <u>✓</u> | No <u> </u> |
| 3. | Drainage Easements? | Yes <u> </u> | No <u>✓</u> |
| 4. | Utility Easements: | | |
| | Electricity? | Yes <u>✓</u> | No <u> </u> |
| | Gas? | Yes <u>✓</u> | No <u> </u> |
| | Sewers? | Yes <u>✓</u> | No <u> </u> |
| | Water? | Yes <u>✓</u> | No <u> </u> |
| 5. | Additional Comments: _____ | | |

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
3. Certified list of property owners within:
 - A. 185 feet of the property if the proposed PD is located within the city's municipal boundaries;
 - B. 1,000 feet of the property if the proposed PD is adjacent to the city's corporate limits.
4. If the proposed zoning requires a special use permit, the rezoning application shall be accompanied by a special use permit application defining the specifically requested use or list of uses.


Applicant's Signature

2-2-21
Date

2/2/1

500 Franklin St & 410 Johnson St:

By requesting a zoning change from B-2 H to R-2 it will allow for the construction of single-family homes. With the current neighbor mixed with run down residential and commercial properties this would improve the area. It should not have any effect on traffic in the area and will help with the cleanup of this part of town.

Thank you for your consideration,

Moberly, MO



CITY OF MOBERLY, MISSOURI
RE-ZONING PERMIT
REASONS FOR DETERMINATION

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

For Office Use Only:

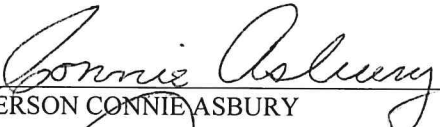

Date of Action: February 22, 2021
Action: APPROVAL

ON FEBRUARY 22, 20 21, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) B-2H TO A (N) R-2 (ZONE) TO BE LOCATED AT 500 FRANKLIN ST. AND 410 JOHNSON ST., MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE MARCH 1, 20 21 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): _____


CHAIRPERSON CONNIE ASBURY

ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#8.

Department: Comm. Dev.

Date: March 15, 2021

Agenda Item: An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Terrell Fugate For Properties Located At 401 And 411 Patton Street.

Summary: The Planning & Zoning Commission recommended approval for the request of the re-zoning of 401 and 411 Patton St.

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___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF TERRELL FUGATE FOR PROPERTIES LOCATED AT 401 AND 411 PATTON STREET.

WHEREAS, Terrell Fugate submitted his Rezoning Application to the Zoning Administrator on February 17, 2021, to rezone properties located at 401 and 411 Patton Street from R-1 (Single-family Residential District) to R-3 (Multi-family Dwelling District) due to the demand for more multi-family residential structures in the city; and

WHEREAS, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on February 22, 2021, at which time the Commission recommended approval of the rezoning request after having considered all standards listed in the zoning regulations, and all other conditions listed for that use in other sections of the regulations. The Commission found that the proposed use did provide safeguards to assure its compatibility with the surrounding area.

WHEREAS, the City Council has considered the rezoning application and the findings, conclusions and conditions of the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the rezoning application described herein for properties located at 401 and 411 Patton Street.

PASSED AND ADOPTED this 15th day of March 2021, by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer at Meeting

City Clerk

**Memorandum**

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *AGENDA ITEM NO. 2*

Meeting: *February 22, 2021*

Public Hearing to consider:

Public Hearing for a request submitted by Terell Fugate on behalf of Tim Fugate for a Re-zoning request for the properties located at 401 Patton St and 411 Patton St the property is currently zoned R1(Single Family Residential)

COMMENTS:

The proposed site is bordered by R-1 Single Family Residential on the North, South, East and West. The property to the north and northwest is also filed a request for a zoning change to R-3 (Multi Family Residential) in March.

The properties combined will consist of approximately 43,400 Sq Ft. There is currently a house located on 401 Patton St that is scheduled to be demolished in the 2nd round of demolitions through the grant program awarded to the City of Moberly by CDBG. 411 Patton St has a house that sits on the far east lot of the group of lots, which can be split from the remaining lots as a conforming lot. The Future land use map shows this property as single family residential use.

Stormwater control will have to meet City requirements and be approved thru City utilities.

City Staff review:

Previous discussions with the applicant have centered around utilizing the property for multi-family housing at an affordable cost for the community. Based on the recent housing study and the demand for more multi-family residential structures, and the surrounding newly installed residential structures at Allen St and Bertley St; this location would be adjacent to other multi-family lots and fill a need in the community by providing new multi-family opportunities.

A re-zoning application, when approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

Submitted by
Aaron Decker

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

CITY OF MOBERLY, MISSOURI
REZONING APPLICATION

Return Form to:

Community Development Director
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only

Case ID.: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

pd. 150.
2/17/21

APPLICANT INFORMATION:

Applicant: Terrell Fugate Phone: 573-303-2802
Address: 2800 Wagonwheel Dr Zip: 65202
Owner: _____ Phone: _____
Address: _____ Zip: _____

PROPERTY INFORMATION:

Street Address or General Location of Property: 401 + 411
501 Patton St
Property is Located In (Legal Description): _____

Present Zoning: _____ Requested Zoning: R-3 Acreage: _____

Present Use of Property: N/A

Character of the Neighborhood: _____

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	_____	_____
South	_____	_____
East	_____	_____
West	_____	_____

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes _____ No X

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes _____ No X

If yes, explain: _____

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes X No _____

2. Is the proposed change consistent with the Future Land Use Map?

Yes X No _____

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Patton St
Berthling St

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
N/A		

3. Will turning movements caused by the proposed use create an undue traffic hazard?
 Yes _____ No ☒

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- | | | |
|--|-----------|----------|
| 1. Appropriately Sized Lots? | Yes _____ | No _____ |
| 2. Properly Sized Street Right-of-Way? | Yes _____ | No _____ |
| 3. Drainage Easements? | Yes _____ | No _____ |
| 4. Utility Easements: | | |
| Electricity? | Yes _____ | No _____ |
| Gas? | Yes _____ | No _____ |
| Sewers? | Yes _____ | No _____ |
| Water? | Yes _____ | No _____ |

5. Additional Comments: _____

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

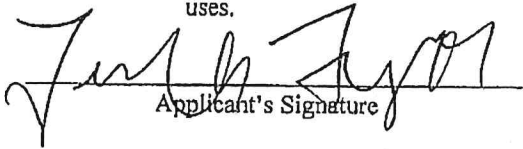
THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- One copy of a legal description of the property proposed to be rezoned.
- One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
- A list of property owners within 185 feet of the property.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

4. If the proposed zoning requires a conditional use permit, the rezoning application shall be accompanied by a use permit application defining the specifically requested use or list of uses.


Applicant's Signature

2-3-21
Date

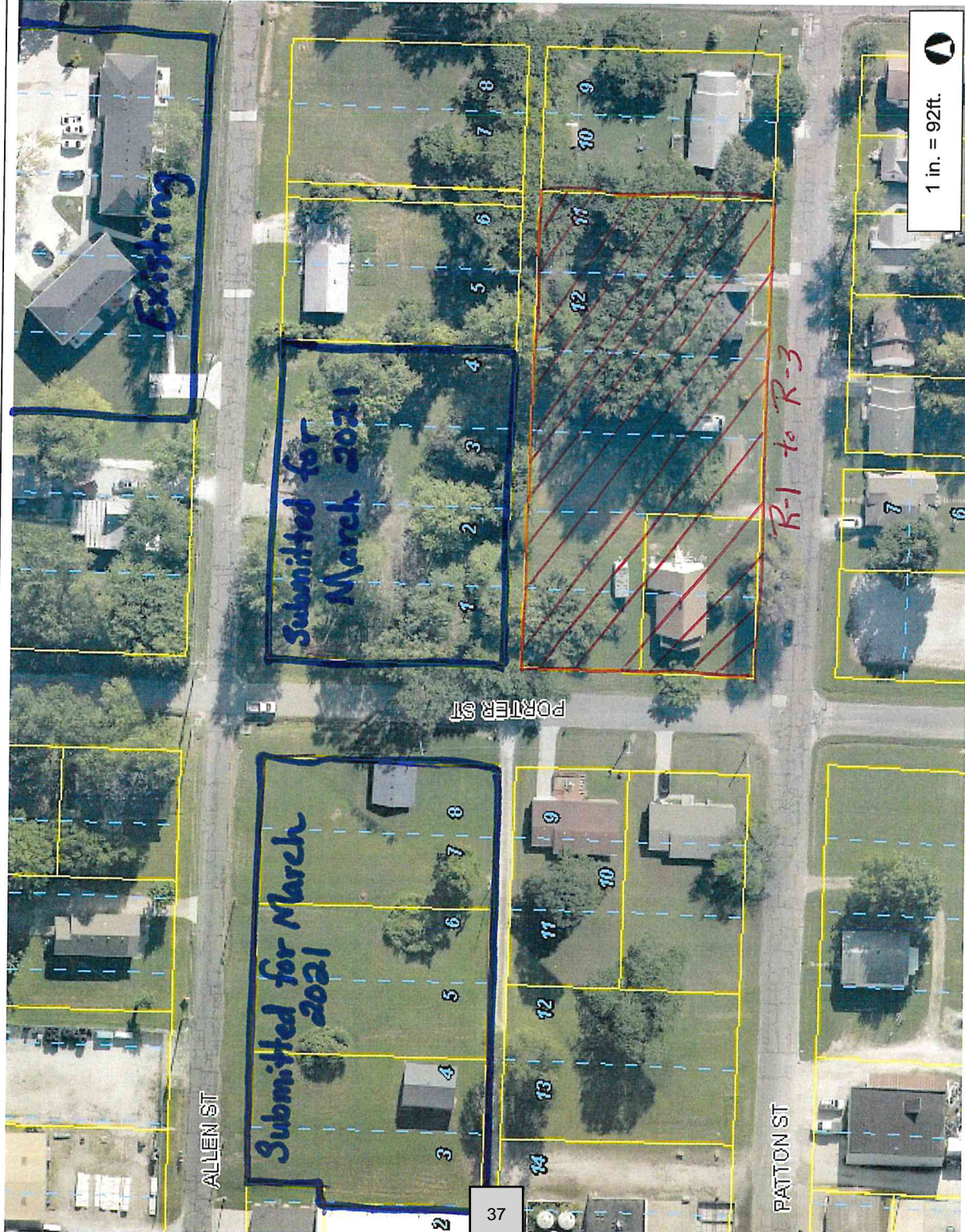
Moberly, MO



Legend

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

Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

183.3 Feet

91.67

0

183.3

CITY OF MOBERLY, MISSOURI
RE-ZONING PERMIT
REASONS FOR DETERMINATION

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



For Office Use Only:
Date of Action: February 22, 2021
Action: APPROVAL

ON FEBRUARY 22, 20 21, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) R-1 TO A (N) R-3 (ZONE) TO BE LOCATED AT 401 AND 411 PATTON ST., MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE MARCH 1, 20 21 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): _____


CHAIRPERSON CONNIE ASBURY

ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#9.

Department: Administration

Date: March 15, 2021

Agenda Item: An Ordinance Approving a First Amendment to Cooperative Redevelopment Agreement; Making Certain Findings; Amending Portions of Ordinance No. 9486; and Providing Further Authority.

Summary: On January 7, 2019 by adoption of Ordinance No. 9486 the City Council approved a Cooperative Redevelopment Agreement with Holman Properties, LLC (the “Developer”) for the redevelopment of real property comprising the former Woodland Hospital at 423 East Logan Street in the City as a residential care facility. The redevelopment project requires private investment of over \$2.1 Million and anticipates the creation of 20 new, permanent jobs.

At the time of initial approval, the Council recognized that redevelopment of the Woodland Hospital site presents particular challenges including, among other things, extensive asbestos remediation and the excavation, repair, and relocation of a large City sewer line. The original agreement provided that the Developer would solely bear the costs for these activities and, in return, the City granted real property tax abatement for a period necessary to recoup extraordinary development costs. These arrangements anticipated a fixed scope of work and were based upon best information available at the time.

However, various unforeseen conditions have arisen, largely involving the scope and extent or repair necessary to repair and relocate the sewer line at and surrounding the property. These conditions have delayed the implementation and have substantially increased costs of the associated infrastructure to an extent affecting the financial viability of the redevelopment project. Recognizing these conditions, the First Amendment to Cooperative Redevelopment Agreement has been prepared to mitigate the increased costs of the redevelopment project and to provide additional time for successful completion.

The First Amendment would increase the amounts permitted as recoupment of costs under the grant of tax abatement. The maximum twenty-five-year period of tax abatement would not be changed. The First Amendment would also provide for limited City contributions to total infrastructure and asbestos remediation costs. The proposed Ordinance would approve this First Amendment and would amend portions of Ordinance No. 9486 consistent with the changes effected by the First Amendment including extending the time for the Developer’s conveyance of the property to the Moberly Redevelopment Corporation an act which initiates the real property tax abatement.

Recommended

Action: Approve this ordinance

Fund Name: D&C Sewer Construction/General Fund

Account Number: 301.112.5413/100.005.5418

Available Budget \$: \$49,931.71/ \$0.00

ATTACHMENTS:		Role Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	<input type="checkbox"/>	<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___ Davis	<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. _____ORDINANCE NO: _____

AN APPROVING A FIRST AMENDMENT TO COOPERATIVE REDEVELOPMENT AGREEMENT; MAKING CERTAIN FINDINGS; AMENDING PORTIONS OF ORDINANCE NO. 9486; AND PROVIDING FURTHER AUTHORITY.

WHEREAS, Holman Properties, LLC (the “Developer”) owns certain parcels of improved real property formerly the site of the Woodland Hospital (the “Property”) located within corporate limits of the City of Moberly (the “City”) and wishes to undertake the redevelopment and expansion of the Property for use as a residential care facility together with the installation and provision of necessary improvements entailing the private investment of approximately \$2.1 Million (the “Project”) and which is anticipated to result in creation of 20 new permanent jobs; and

WHEREAS, to incentivize and facilitate the redevelopment and expansion of the Property and the implementation of the Project the City and the Developer have entered into that certain Cooperative Redevelopment Agreement dated as of November 20, 2018 (the “Original Agreement”) which provides for various undertakings by Developer in consideration of certain reimbursements and grant of certain incentives; and

WHEREAS, Certain unforeseen conditions have delayed the implementation of the Project and have substantially increased associated costs of Project infrastructure and in recognition of these conditions the parties now wish to amend portions of the Original Agreement to mitigate the increased costs of the Project and to provide additional time for successful completion and, accordingly, to approve a First Amendment to Cooperative Redevelopment Agreement in substantially the form attached as Exhibit A to and incorporated by reference in this Ordinance (the “Amendment”); and

WHEREAS, the Council of the City (the “Council”) has determined that such activities

and undertakings by the City are within the scope of the powers of the City; and the governing body of the City has found and determined that these expenditures and undertakings are for a public purpose;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI, as follows, to wit:

SECTION 1. The Recitals to this Ordinance and the findings and determinations of the Council set forth therein are hereby incorporated by reference as if set forth in this place in their entirety.

SECTION 2. The Amendment in substantially the form of Exhibit A is hereby approved with such ministerial or minor changes as may be determined by the Mayor in consultation with the City Manager consistent with the intent of this Ordinance and the Mayor is hereby authorized and directed to execute and deliver the Amendment as so approved on behalf of the City.

SECTION 3. Ordinance No. 9486, adopted and approved on January 7, 2019 (the “**Original Ordinance**”) is hereby amended as follows:

- (i) Section 5 of the Original Ordinance is hereby amended by deleting therefrom the proviso and by substituting therefor the following proviso: “*provided that* in the event that the amount of real property taxes as determined by the assessed value assigned to the real property within the Redevelopment Area by the Randolph County Assessor shall exceed in the aggregate the amount of Two Hundred Sixty-Five Thousand Dollars (\$265,000) as documented by copies of paid invoices provided to the City, the development rights under Chapter 353, including, without limitation, the right of tax abatement granted in this Ordinance shall automatically terminate;” and
- (ii) Section 7 of the Original Ordinance is hereby amended by deleting therefrom the phrase “on or before February 1, 2019” and by substituting therefor the phrase “on or before April

30, 2021.”

In the event of a conflict between the Original Ordinance or this Ordinance and the Amendment, the terms of the Amendment shall govern, and the conflicting portions of the Original Ordinance shall be deemed repealed to the extent of the conflict and this Ordinance shall be deemed amended accordingly

SECTION 4. The Mayor, City Manager, City Clerk, and applicable City staff are hereby authorized and directed to take such further actions as may be necessary or convenient to carry out and satisfy the City’s obligations under the Amendment.

SECTION 5. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 6. This Ordinance shall take effect and be in force from and after its passage and adoption by the City Council and its signature by the officer presiding at the meeting at which it was passed and adopted.

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

Presiding Officer at Meeting

ATTEST:

City Clerk

**EXHIBIT A
THE AMENDMENT (form)**

FIRST AMENDMENT TO COOPERATIVE REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO COOPERATIVE REDEVELOPMENT AGREEMENT (this “**First Amendment**”) is made and entered into as of this _____ day of _____, 2021, by and among the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation located in the County of Randolph (the “**City**”); MOBERLY REDEVELOPMENT CORPORATION, a Missouri urban redevelopment corporation having a principal office at 115-A North Williams Street, Moberly, Missouri 65270 (the “**Corporation**”); and HOLMAN PROPERTIES, LLC, a Missouri limited liability company having a principal office at 805 Holman Lane, Macon, Missouri 63552 (“**Developer**”). *Capitalized terms used and not defined in this First Amendment shall have the meanings ascribed to them in Article I of the Original Agreement (as that term is hereinafter defined).*

RECITALS

A. Developer is the owner in fee of certain parcels of improved real property located in corporate limits of the City known and numbered as 423 East Logan Street, Moberly, Missouri and formerly the site of the Woodland Hospital (collectively, the “**Property**”).

B. To incentivize and facilitate the redevelopment and expansion of the Property for use as a residential care facility together with the installation and provision of necessary improvements involving an investment of approximately \$2.1 Million (the “**Project**”) the parties have entered into that certain Cooperative Redevelopment Agreement dated as of November 20, 2018 (the “**Original Agreement**”) which provides for various undertakings by Developer in consideration of certain reimbursements and grant of certain incentives through the Corporation by the City.

C. Certain unforeseen conditions have delayed the implementation of the Project and have substantially increased associated costs of Project infrastructure and in recognition of these conditions the parties now wish to amend certain terms of the Original Agreement to mitigate the increased costs of the Project and to provide additional time for successful completion, all as set forth in this First Amendment.

D. The City has determined that such activities and undertakings by the City as set forth in this First Amendment are within the scope of the powers of the City; and the governing body of the City has found and determined that these expenditures and undertakings are for a public purpose.

AGREEMENT

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

1. The Original Agreement is hereby amended by deleting from Article I, thereof, “Meaning

of Terms,” the definition of the term “Next Ensuing Period” in its entirety and by substituting therefor the following new definition:

“**Next Ensuing Period**’ shall mean, with respect to the grant of partial real property tax abatement set forth in Section 3.1.2 of the Original Agreement, a period of years beginning in the calendar year following expiration of the Initial Period and extending for a maximum period of Fifteen (15) years, a total, with the Initial Period, of a maximum Twenty-Five (25) tax years; *provided that* in the event that the amount of real property taxes as determined by the assessed value assigned to the Property by the Randolph County Assessor from time to time and abated pursuant to Chapter 353, the Approving Ordinance, and this Agreement shall exceed in the aggregate Two Hundred Sixty-Five Thousand Dollars (\$265,000) as documented by copies of paid invoices provided to the City; *provided that* in the event for any reason the Corporation is prevented from acquiring the Property on or prior to April 30, 2021 in accordance with in Section 2.2 of the Original Agreement as amended by paragraph 2 of this First Amendment, the development rights under Chapter 353, the Approving Ordinance, and the Original Agreement including, without limitation, the right of tax abatement granted in the Approving Ordinance shall automatically terminate.”

2. The Original Agreement is hereby further amended by deleting from Section 2.2 thereof, “Acquisition of the Property; Timing of Project,” the first two sentences of Section 2.2 in their entirety and by substituting therefor the following:

“In no event later than **April 30, 2021**, Developer shall convey to the Corporation by special warranty deed in substantially the form of Exhibit C of the Original Agreement, title to all parcels comprising the Property. Upon such conveyance, the Corporation by special warranty deed shall promptly, upon compliance by Developer or designee with requirements of this Section 2.2, re-convey the parcels comprising the Property to Developer or Developer’s designee and in any event, Developer shall complete the Project with respect to such Property within Twenty-Four (24) calendar months following the date of this First Amendment.”

3. The Original Agreement is hereby further amended by deleting Section 2.2.1 thereof in its entirety and by substituting therefor the following Section 2.2.1:

“Section 2.2.1. Developer to Excavate and Reinstall Sewer Line; City to Provide Reimbursement. Developer shall excavate and expose the existing sanitary sewer line located between manholes designated as W2-458 and W2-457, and shall reinstall or cause to be reinstalled as required such sanitary sewer line including, without limitation, installation of Two (2) manholes at locations to be determined by the City’s Public Utilities Department together with such other work as shall be reasonably determined by the Public Works Department to the proper functioning of the aforesaid sewer line. All such work shall be performed at all times in a workmanlike manner and in accordance with City utility standards and Applicable Regulations and shall be subject to inspection by the City at all

reasonable times during such performance to assure full compliance with this Section 2.2.1. During the aforesaid work Developer and any contractor engaged by Developer to undertake the work shall consult regularly with the City’s Public Utilities Department and all repair and reinstallation work shall be subject to review and final approval by the City; *provided that* the City, at the City’s sole cost and expense, shall be responsible for repairing and restoring street surfaces on the Virginia Street right of way disturbed in such construction, and Developer shall remain responsible for closure of all excavations and for restoration of other street and paved surfaces disturbed in such construction. Upon satisfactory completion of the sewer reinstallation work by Developer, Developer shall provide to the City copies certified by Developer of paid invoices for actual costs incurred by Developer in connection with the reinstallation and installation of manholes and the City shall reimburse Developer for such costs up to the maximum amount of Fifty-Thousand Dollars and no cents (\$50,000.00). Additionally, upon satisfactory completion of the aforesaid work, Developer shall convey to the City a Thirty (30) foot wide easement allowing for inspection, repair and maintenance of the sewer line by the City, together with such temporary staging areas as may be reasonably required, and Developer shall execute and record with the Randolph County Recorder of Deeds such instruments as may be reasonably required to identify, document and give notice of the aforesaid City sewer maintenance easement.”

4. The Original Agreement is hereby further amended by deleting from Section 2.2.2 thereof, “City to Cause Removal of Asbestos,” the second sentence of Section 2.2.2 which begins “Upon completion of such asbestos remediation...” in its entirety and by substituting therefor the following:

“Upon completion of such asbestos remediation work and tender by Developer of invoices for such work, the City shall pay to the asbestos contractor on behalf of Developer a maximum amount of Sixty-Thousand Dollars and no cents (\$60,000.00) as contribution toward the asbestos remediation work; *provided that* any amounts in excess of the foregoing sum shall be promptly paid for by Developer and in any event shall remain the sole cost and expense of Developer.”

5. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The transmission of a facsimile or electronic copy of a signed counterpart of this First Amendment shall have the same binding effect as the delivery of an ink-signed original counterpart.

6. The parties to this First Amendment further acknowledge and agree that those portions of the Original Agreement not specifically amended by this First Amendment shall remain unchanged and in full force and effect, and the same are hereby ratified and confirmed by and on behalf of each party.

[Remainder of page intentionally left blank; signature pages follow]

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

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

City Clerk

MOBERLY REDEVELOPMENT CORPORATION

By: _____
Michael Bugalski, President

ATTEST:

Secretary

HOLMAN PROPERTIES, LLC

By: _____
Its _____

ATTEST:

Printed name: _____

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of _____, 2021, before me appeared Jerry Jeffrey, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation and that the seal affixed to the foregoing instrument is the official seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of _____, 2021 before me appeared Michael Bugalski, to me personally known, who being by me duly sworn, did say that he is the President of the MOBERLY REDEVELOPMENT CORPORATION, an urban redevelopment corporation duly authorized and existing pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2021 before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of HOLMAN PROPERTIES, LLC, a Missouri limited liability company in good standing, and that the foregoing instrument was signed in behalf of said corporation by authority of its governing body and said person acknowledged said instrument to be the free act and deed of said company.

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

Notary Public

My commission expires:

EXHIBIT A
PROPERTY – LEGAL DESCRIPTION

TRACT 1:

All of Lots 4 and 8 in Block 1 in Wilson's Addition to Moberly, Missouri. ALSO all that part of the alley shown on the recorded plat of Block 1 of Wilson's First Addition to Moberly, Missouri, lying South of Lot 4 and North of Lot 8 in Block 1 of Wilson's First Addition to Moberly, Missouri, which was vacated by the City of Moberly.

TRACT 2:

All of Lot 16 of A. D. Long's Subdivision of Lots 1, 2, 3, 5, 6 and 7 of Block 1 of Wilson's Addition to the City of Moberly, Missouri; EXCEPT the West 20 feet of Lot 16 of A. D. Long's Subdivision of Lots 1, 2, 3, 5, 6 and 7 of Block 1 of Wilson's Addition to the City of Moberly, Missouri, said strip of ground to be used solely for an alley.

TRACT 3:

Lot 15 of A. D. Long's Subdivision of Lots 1, 2, 3, 5, 6 and 7, Block 1, Wilson's Addition to Moberly, Missouri; EXCEPT the South 116 feet thereof.

TRACT 4:

The South 116 feet of Lot 15 of A. D. Long's Subdivision of Lots 1, 2, 3, 5, 6 and 7 of Block 1, Wilson's Addition to Moberly, Missouri.

FIRST AMENDMENT TO COOPERATIVE REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO COOPERATIVE REDEVELOPMENT AGREEMENT (this “**First Amendment**”) is made and entered into as of this _____ day of _____, 2021, by and among the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation located in the County of Randolph (the “**City**”); MOBERLY REDEVELOPMENT CORPORATION, a Missouri urban redevelopment corporation having a principal office at 115-A North Williams Street, Moberly, Missouri 65270 (the “**Corporation**”); and HOLMAN PROPERTIES, LLC, a Missouri limited liability company having a principal office at 805 Holman Lane, Macon, Missouri 63552 (“**Developer**”). *Capitalized terms used and not defined in this First Amendment shall have the meanings ascribed to them in Article I of the Original Agreement (as that term is hereinafter defined).*

RECITALS

A. Developer is the owner in fee of certain parcels of improved real property located in corporate limits of the City known and numbered as 423 East Logan Street, Moberly, Missouri and formerly the site of the Woodland Hospital (collectively, the “**Property**”).

B. To incentivize and facilitate the redevelopment and expansion of the Property for use as a residential care facility together with the installation and provision of necessary improvements involving an investment of approximately \$2.1 Million (the “**Project**”) the parties have entered into that certain Cooperative Redevelopment Agreement dated as of November 20, 2018 (the “**Original Agreement**”) which provides for various undertakings by Developer in consideration of certain reimbursements and grant of certain incentives through the Corporation by the City.

C. Certain unforeseen conditions have delayed the implementation of the Project and have substantially increased associated costs of Project infrastructure and in recognition of these conditions the parties now wish to amend certain terms of the Original Agreement to mitigate the increased costs of the Project and to provide additional time for successful completion, all as set forth in this First Amendment.

D. The City has determined that such activities and undertakings by the City as set forth in this First Amendment are within the scope of the powers of the City; and the governing body of the City has found and determined that these expenditures and undertakings are for a public purpose.

AGREEMENT

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

1. The Original Agreement is hereby amended by deleting from Article I, thereof, “Meaning of Terms,” the definition of the term “Next Ensuing Period” in its entirety and by substituting therefor the following new definition:

“**Next Ensuing Period**’ shall mean, with respect to the grant of partial real property tax abatement set forth in Section 3.1.2 of the Original Agreement, a period of years beginning in the calendar year following expiration of the Initial Period and extending for a maximum period of Fifteen (15) years, a total, with the Initial Period, of a maximum Twenty-Five (25) tax years; *provided that* in the event that the amount of real property taxes as determined by the assessed value assigned to the Property by the Randolph County Assessor from time to time and abated pursuant to Chapter 353, the Approving Ordinance, and this Agreement shall exceed in the aggregate Two Hundred Sixty-Five Thousand Dollars (\$265,000) as documented by copies of paid invoices provided to the City; *provided that* in the event for any reason the Corporation is prevented from acquiring the Property on or prior to April 30, 2021 in accordance with in Section 2.2 of the Original Agreement as amended by paragraph 2 of this First Amendment, the development rights under Chapter 353, the Approving Ordinance, and the Original Agreement including, without limitation, the right of tax abatement granted in the Approving Ordinance shall automatically terminate.”

2. The Original Agreement is hereby further amended by deleting from Section 2.2 thereof, “Acquisition of the Property; Timing of Project,” the first two sentences of Section 2.2 in their entirety and by substituting therefor the following:

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3. The Original Agreement is hereby further amended by deleting Section 2.2.1 thereof in its entirety and by substituting therefor the following Section 2.2.1:

“Section 2.2.1. Developer to Excavate and Reinstall Sewer Line; City to Provide Reimbursement. Developer shall excavate and expose the existing sanitary sewer line located between manholes designated as W2-458 and W2-457, and shall reinstall or cause to be reinstalled as required such sanitary sewer line including, without limitation, installation of Two (2) manholes at locations to be determined by the City’s Public Utilities Department together with such other work as shall be reasonably determined by the Public Works Department to the proper functioning of the aforesaid sewer line. All such work shall be performed at all times in a workmanlike manner and in accordance with City utility standards and Applicable Regulations and shall be subject to inspection by the City at all reasonable times during such performance to assure full compliance with this Section 2.2.1. During the aforesaid work Developer and any contractor engaged by Developer to undertake the work shall consult regularly with the

City's Public Utilities Department and all repair and reinstallation work shall be subject to review and final approval by the City; *provided that* the City, at the City's sole cost and expense, shall be responsible for repairing and restoring street surfaces on the Virginia Street right of way disturbed in such construction, and Developer shall remain responsible for closure of all excavations and for restoration of other street and paved surfaces disturbed in such construction. Upon satisfactory completion of the sewer reinstallation work by Developer, Developer shall provide to the City copies certified by Developer of paid invoices for actual costs incurred by Developer in connection with the reinstallation and installation of manholes and the City shall reimburse Developer for such costs up to the maximum amount of Fifty-Thousand Dollars and no cents (\$50,000.00). Additionally, upon satisfactory completion of the aforesaid work, Developer shall convey to the City a Thirty (30) foot wide easement allowing for inspection, repair and maintenance of the sewer line by the City, together with such temporary staging areas as may be reasonably required, and Developer shall execute and record with the Randolph County Recorder of Deeds such instruments as may be reasonably required to identify, document and give notice of the aforesaid City sewer maintenance easement."

4. The Original Agreement is hereby further amended by deleting from Section 2.2.2 thereof, "City to Cause Removal of Asbestos," the second sentence of Section 2.2.2 which begins "Upon completion of such asbestos remediation..." in its entirety and by substituting therefor the following:

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5. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The transmission of a facsimile or electronic copy of a signed counterpart of this First Amendment shall have the same binding effect as the delivery of an ink-signed original counterpart.

6. The parties to this First Amendment further acknowledge and agree that those portions of the Original Agreement not specifically amended by this First Amendment shall remain unchanged and in full force and effect, and the same are hereby ratified and confirmed by and on behalf of each party.

[Remainder of page intentionally left blank; signature pages follow]

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

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

City Clerk

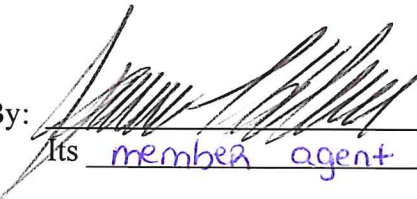
MOBERLY REDEVELOPMENT CORPORATION

By: _____
Michael Bugalski, President

ATTEST:

Secretary

HOLMAN PROPERTIES, LLC

By:  _____
Its member agent

ATTEST:

Brian Crow
Printed name: Brian Crow

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of _____, 2021, before me appeared Jerry Jeffrey, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation and that the seal affixed to the foregoing instrument is the official seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its City Council and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of _____, 2021 before me appeared Michael Bugalski, to me personally known, who being by me duly sworn, did say that he is the President of the MOBERLY REDEVELOPMENT CORPORATION, an urban redevelopment corporation duly authorized and existing pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My commission expires:

STATE OF MISSOURI)
) SS.
COUNTY OF Randolph)

On this 10 day of MARCH, 2021 before me appeared James T. Holman, to me personally known, who being by me duly sworn, did say that he is the owner of HOLMAN PROPERTIES, LLC, a Missouri limited liability company in good standing, and that the foregoing instrument was signed in behalf of said corporation by authority of its governing body and said person acknowledged said instrument to be the free act and deed of said company.

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

My commission expires: Jan 29, 2024

Shirley Olney
Notary Public

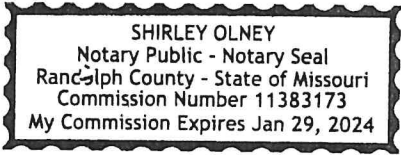


EXHIBIT A
PROPERTY – LEGAL DESCRIPTION

TRACT 1:

All of Lots 4 and 8 in Block 1 in Wilson's Addition to Moberly, Missouri. ALSO all that part of the alley shown on the recorded plat of Block 1 of Wilson's First Addition to Moberly, Missouri, lying South of Lot 4 and North of Lot 8 in Block 1 of Wilson's First Addition to Moberly, Missouri, which was vacated by the City of Moberly.

TRACT 2:

All of Lot 16 of A. D. Long's Subdivision of Lots 1, 2, 3, 5, 6 and 7 of Block 1 of Wilson's Addition to the City of Moberly, Missouri; EXCEPT the West 20 feet of Lot 16 of A. D. Long's Subdivision of Lots 1, 2, 3, 5, 6 and 7 of Block 1 of Wilson's Addition to the City of Moberly, Missouri, said strip of ground to be used solely for an alley.

TRACT 3:

Lot 15 of A. D. Long's Subdivision of Lots 1, 2, 3, 5, 6 and 7, Block 1, Wilson's Addition to Moberly, Missouri; EXCEPT the South 116 feet thereof.

TRACT 4:

The South 116 feet of Lot 15 of A. D. Long's Subdivision of Lots 1, 2, 3, 5, 6 and 7 of Block 1, Wilson's Addition to Moberly, Missouri.

City of Moberly

City Council Agenda Summary

Agenda Number: #10.

Department: Police

Date: March 15, 2021

Agenda Item: An Ordinance Approving A Cooperative Agreement With Randolph County For The Administration Of 911 Trust Funds.

Summary: Randolph County applied to the Missouri 911 Service Board (the “Board”) for grant funds to be used by Moberly/Randolph County Joint Communications for 911 Services. The Board accepted the application and will award \$87,694.68 to be used for the purposes outlined in a Project Agreement (attached hereto) which must be executed by the Randolph County Commission and by Chief of Police Troy Link. Once funds are received from the Board by the County and then paid to the City’s 911 Emergency Telephone Fund, Chief Link will assume the responsibility on behalf of the City of administering the project as outlined in the attached Cooperative Agreement for Administration of 911 Trust Funds.

Recommended Action Approve this Ordinance

Fund Name:

Account Number:

Available Budget \$:

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH RANDOLPH COUNTY FOR THE ADMINISTRATION OF 911 TRUST FUNDS.

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

SECTION ONE: Randolph County applied to the Missouri 911 Service Board (the “Board”) for grant funds to be used by Moberly/Randolph County Joint Communications for 911 Services.

SECTION TWO: The Board accepted the application and will award \$87,694.68 to be used for the purposes outlined in a Project Agreement (attached hereto) which must be executed by the Randolph County Commission and by Chief of Police Troy Link .

SECTION THREE: Once funds are received from the Board by the County and then paid to the City’s 911 Emergency Telephone Fund, Chief Link will assume the responsibility on behalf of the City of administering the project as outlined in the attached Cooperative Agreement for Administration of 911 Trust Funds.

SECTION FOUR: The City Council hereby approves the Cooperative Agreement and hereby authorizes the Mayor of Moberly to execute said Agreement on behalf of the City.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council approves the Project Agreement and authorizes the Chief of Police to execute said Agreement.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 15th
day of March, 2021.

ATTEST:

Presiding Officer at Meeting

City Clerk

COOPERATIVE AGREEMENT FOR ADMINISTRATION OF 911 TRUST FUNDS

THIS COOPERATIVE AGREEMENT FOR ADMINISTRATION OF 911 TRUST FUNDS (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2021 (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. The County made application to the Missouri 911 Service Board (the “Board”) for grant funds to be used by the Moberly/Randolph County Joint Communications (the County and City “911 Service Provider”) for 911 services.
- B. The Board determined to accept the County’s application and award \$87,694.68 in grant funds to be used for the purposes described in the Project Agreement, attached hereto as Exhibit 1.
- C. The 911 Service Provider is operated by the City under the direction of City’s Chief of Police. The parties are in agreement that the grant funds upon receipt from the Board will be paid into the City’s 911 Emergency Telephone Fund to be administered by the City to accomplish the goals of the Project Agreement.
- D. 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 and, accordingly, the Parties wish to commit certain funding sources necessary to upgrade and maintain PSAP Services in Randolph County.

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. **Project Agreement.** The Project Agreement is attached hereto as Exhibit 1. The County shall adopt and transmit (no later than March 22, 2021) to the Board a Resolution in a form acceptable to the Board approving Exhibit 1. John Truesdell, the County Presiding Commissioner, and Troy Link, the City Chief of Police shall execute the Acceptance of Terms and Conditions as provided in the Project Agreement and forward the same to the Board.

2. **Project Administration.** Once grant funds have been deposited into the City 911 Emergency Telephone Fund it shall be the responsibility of the City's Chief of Police to administer the Project Agreement. Administration shall include the following: complying with the scope of work and budget, meeting the project completion date, submitting all reports to the board in a timely fashion using the template provided by the board, maintaining complete books and records of revenues and expenditures for the project and serving as the primary contact for the project.

3. **Equipment Maintenance.** Following completion of the Project the City shall continue using, operating and maintaining any equipment acquired with grant funds as the 911 Service Provider for both the City and County.

4. **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 including, but not necessarily limited to, providing the Board and the Chief of Police access to such information and assistance needed to comply with the Project Agreement and 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: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

THE COUNTY OF RANDOLPH

By: *John Truesdell* 3/9/2021
John Truesdell, Presiding Commissioner

ATTEST:

Will Ellis
Will Ellis, County Clerk



CHIEF JAMES PERSON
Chair

BRIAN MAYDWELL
Executive Director



#10.

Mailing Address: P.O. Box 2126
Jefferson City, MO 65102
Telephone: 573-200-6018

PROJECT AGREEMENT

All financial assistance from the Missouri 911 Service Board (the “Board”) is to be used solely for the purposes described below and is subject to the acceptance of the conditions specified below by all Applicants and 911 Services Authorities (as defined in Emergency Rule 11 CSR 90-2.010 (1)(A) identified in the project application (“Application”) submitted to the Board. This Project Agreement (“Agreement”) will be effective when the Board receives a fully executed copy and a copy of the written certification of the governing body each Applicant approving the Agreement. The Agreement designates a Designated Lead 911 Services Authority (which could be one and the same as the Applicant) with primary responsibility for compliance with the Agreement. All Applicants and 911 Services Authorities on the Application also are responsible for compliance with the Agreement.

Project Name and Number: Randolph County, #1

Project Service Area: Randolph County

Award Priority Areas Addressed by the Project

- Consolidate 911 services within or across defined regions
- Meet the NENA i3 Solution Standard for Emergency Services IP Network
- Become NG9-1-1 compatible
- Include purchasing 911 communications equipment, that are currently non-existent
- Add Text-to-911

Purposes in § 650.330.1(16), RSMo to be Accomplished by the Project (check all that apply):

- Improve Existing 911 Systems
- Promotion of consolidation of PSAPs, where appropriate
- Development and implementation of an emergency services internet protocol network that can be shared by all public safety agencies.

Board Contact: Brian Maydwell, Executive Director
Telephone: 573-489-1088 (cell)
Email: brian.maydwell@missouri911.org

Primary Contact: Chief Troy Link, Moberly/Randolph County Joint Communications
Telephone: 660-263-0346

Email: tlink@moberlypd.com

Applicant: John Truesdell, Randolph County Commissioner
Telephone: 844-277-6555
Email: johntruesdell@randolphcounty-mo.gov

Award Type(s) and Amount(s): \$87,694.68 Grant

Deposit Information: Funds from the Missouri 911 Trust Fund will be transferred to your county or elected Emergency Services board via ACH transfer. The current contact for your ACH transfers is Penny Henry, (penny.henry@randolphcounty-mo.gov). The primary contact for this project will also be notified once transfers have been initiated.

Award Disbursement Schedule: As of the date of this Agreement, the Board intends to disburse the award amount as follows:

March 22, 2021: \$70,155.74 (80% of total funds)

June 29, 2021: \$17,538.94 (20% of total funds, unless otherwise agreed upon)

Match Amount(s) and Match Source: N/A
(If applicable)

Interest Rate (Loans only): N/A

Repayment Period (Loans only): N/A

Repayment Schedule (Loans only): N/A

Scope of Work and Budget: The scope of work and budget are set forth in the Application, which is attached as Exhibit 1 and is fully incorporated by reference into this Agreement.

Project Completion Deadline: March 22, 2022

Report Schedule: Reports are required to be submitted by the project primary contact via email to admin@missouri911.org based on the below schedule until project completion.

1st Report due: April 22, 2021
2nd Report due: August 22, 2021
3rd Report due: December 22, 2021

4th Report due: **March 22, 2022 or upon project completion**

Report Contents: Reports must include the following information. A template can be found on the Board’s website at www.missouri911.org/grants-and-funding-opportunities.

- Project Name & Number (Found on Page 1 of this Agreement)
- List of expenditures with accompanying reports, invoices and purchase agreements attached
- Brief update on project status (one paragraph minimum)
- If applicable, any notable changes to your project from what was approved by the Missouri 911 Service Board in your original grant application.

PROJECT AGREEMENT CONDITIONS

1. Project Agreement Execution

This Agreement must be fully executed and returned to the Board within 30 days of award notification along with a copy of a written certification of approval of the Agreement from the governing body of each applicant. If the fully executed Agreement and all necessary written certifications are not received within this time frame, the Board may, at its discretion, wholly or partially rescind the award.

2. Award Disbursement

The Board will not disburse any portion of the award until it has received a fully executed copy of this Agreement and a copy of a written certification of the governing body of each Applicant approving of this Agreement.

The Board, subject to its authority to modify or terminate all or a portion of the award, shall make all distributions of the award in accordance with the “Award Disbursement Schedule” in this Agreement. The Board may make distributions contingent on the timely filing of all interim reports listed under the “Report Schedule” and its approval of those reports. The Board may elect to pay certain vendors directly and to make a corresponding reduction to scheduled distributions.

3. Applicant Authorization

Applicants that are not 911 Services Authorities authorize the Board to transmit directly to their 911 Services Authorities any portion of the Board’s award that is for project costs to be incurred by their 911 Services Authorities.

4. Loan Repayment (For projects involving loans):

All Applicants receiving all or a portion of an award from the Board agree to repay such funds, with the interest and according to the schedule specified herein, and to annually budget an

amount sufficient to make all required payments. All 911 Service Authorities receiving all or a portion of an award from the Board, on behalf of their Applicants, agree to repay such funds, with the interest and according to the schedule specified herein, and to annually budget an amount sufficient to make all required payments.

5. Material Project Changes

No material project changes may be made without the prior, written approval of the Board or the Project Contact (or contact's successor). The primary contact for this Agreement may request approval of a material change to the project by submitting a written request by email (preferred) to admin@missouri911.org or by certified or registered mail addressed to "Missouri 911 Service Board" at P.O. Box 2126, Jefferson City, MO 65102. The request shall contain the Project Title, Number, and a detailed explanation of the circumstances warranting the change and any supporting documentation. The Board or its designee, in its sole discretion, will determine whether to approve or disapprove the request and will notify the Designated Lead 911 Service Authority in writing of its decision. If the request is denied, the notification will advise of the protest procedure in 1 CSR 90-1.040(9).

A "material change" is defined as a change/change order or series of changes/change orders which, alone or in combination, if approved and implemented, will result in a material alteration of the nature or scope of the project, will result in the project being unable to be completed by the project deadline, or will increase, decrease, or reallocate the funds approved in the total project budget by 5% or more.

6. Expenditure of Awards

The award must be used to implement the approved project budget. Equipment purchased with the award will be property of the purchasing 911 Service Authorities/Applicant (regardless of whether the Board pays the vendor directly) so long as it is not diverted from the project. If, during the term of the project or loan, whichever is longer, the equipment is used for a purpose other than the project or the purchasing 911 Service Authorities/Applicants cease to exist or operate, then the equipment will revert to the Board for redistribution to another 911 Service Authority/Applicant or for sale with the proceeds being deposited in the Missouri 911 Service Trust Fund.

Equipment purchased with award funds may not be pledged until the project is completed and, if applicable, the loan is fully repaid. The Board, at its sole discretion, may subject the equipment to a security interest under the Uniform Commercial Code ("UCC") and file a UCC financing statement to perfect the Board's security interest. The Board may also, at its sole discretion, require equipment purchase payments to be made directly from the Board to the vendor, in whole or in part. The Applicants and 911 Service Authorities appoint the Board as its agent and attorney-in-fact for purposes of executing and filing UCC financing statements and continuation statements.

7. Disallowed Uses of Awards

Awards may not be used for purposes other than those specified in this Agreement, which are limited to purposes authorized by §§ 650.330(16) and 650.335, RSMo. If the Board determines that awards have been expended for any disallowed use, the Board will take appropriate actions to obtain the return of the full amount of the award and other available remedies.

8. Extensions of Time

Projects shall be completed by the projection completion deadline in this Agreement unless the deadline is timely extended by the Board or its designee under 11 CSR 90-2.040(4). The primary contact for the project and this agreement this Agreement may seek an extension of the project completion deadline by submitting a written request to admin@missouri911.org or by certified or registered mail addressed to “Missouri 911 Service Board” at P.O. Box 2126, Jefferson City, MO 65102 at least 45 calendar days before the expiration of the current project completion deadline. The request shall contain a detailed explanation of the circumstances warranting the requested extension. Requests for extensions that exceed six months will not be considered.

Timely submitted first requests for extension will be granted when the request demonstrates an inability to meet the project completion deadline despite a good faith effort to do so. Second and subsequent requests for extension will be viewed unfavorably and will only be granted when it is determined that substantial justification or extreme circumstances exist. The Board or its designee will notify the Designated Lead 911 Service Authority in writing of its decision. If the request is denied, the notification will advise of the protest procedure in 1 CSR 90-1.040(9).

9. Indemnification and Hold Harmless

Except as otherwise provided by law, Applicants and 911 Service Authorities shall indemnify and hold harmless the Board, its members, director, employees, agents, and contractors, from liability of any nature or kind, including costs and expenses, arising from or out of acts, omissions, errors, negligence, or fraud of the Applicants, 911 Service Authorities or their employees, agents, and contractors, or for or on account of any copyright infringement arising out of any article or materials produced by the Applicants and 911 Service Authorities.

10. Anti-Discrimination Policy

The Board does not discriminate on the basis of age, race, color, sex, gender identity, religion, national origin, disability, veteran status, sexual orientation, or any other consideration made unlawful by applicable law. All parties to this Agreement are expected to have similar policies in its employment practices and provision of services. All parties to this Agreement must comply with local, state and federal regulations related to non-discrimination, wage and hour laws, workplace safety, licensure, protection of confidential health care information and all other applicable laws and regulations.

11. Duty to Notify Board of Organizational Changes

All parties to the Agreement shall notify the Board, in writing by sending an email to admin@missouri911.org, within five business days of any significant changes in their structure, financial circumstances, or leadership, including their executive staff or key staff responsible for achieving the purpose of the project.

12. Reporting

The primary contact for this project shall be responsible for timely submitting all required reports. All reports are required to be submitted electronically to admin@missouri911.org or as otherwise directed by the Board or its designee. The Board may require additional reports as it deems appropriate and will notify the Designated Lead 911 Services Authority of the contents and deadline for any such additional reports.

13. Monitoring/Site Visits

The Board or its designee reserves the right to monitor and conduct a review of the project progress under this Agreement, which may include site visits, records and materials reviews, and discussions of programs and finances with the primary contact for his project, the 911 Services Authorities', and Applicants' employees and officers.

14. Financial Records/Audits

The primary contact for this project with the assistance and cooperation of the 911 Services Authorities and the Applicants, is expected to maintain complete books and records of revenues and expenditures for the project, which should be made available for inspection at reasonable times as requested by the Board. Although the award funds need not be physically segregated, such funds should be shown separately on the books for ease of reference and verification. The Board may conduct such audits as it deems appropriate. In the case of an audit, the primary contact for this project, with the assistance and cooperation of the 911 Services Authorities and the Applicants, will be expected to provide all necessary assistance in connection with such audit. Records must be kept for at least three (3) years after completion of the project.

15. Acknowledgement and Publicity

The Board may periodically issue a general press release(s) announcing awards. Any press release or publication produced by the primary contact for this project, 911 Services Authorities or Applicants that refers to activities, results, research, publications or other work product funded by or associated with this award should include an acknowledgment of the Missouri 911 Service Trust Fund that reads: *Supported by a funding award from the Missouri 911 Service Board.*

16. Award Changes/Termination

The Board may reduce, suspend or terminate all or any portion of the award at any time if, in the Board's sole judgment, any one or more of the 911 Services Authorities or Applicants become unable to carry out the purposes of the award, any one or more of the 911 Services Authorities or

Applicants cease to be an appropriate means of accomplishing the purposes of the award, any one or more of the 911 Services Authorities or Applicants fails to comply with any of the conditions of the award or of this Agreement or applicable laws, there is a lack of funding for any reason, the Board discovers a misrepresentation in the Application, conduct occurs that is deemed inappropriate by the Board, such action is necessary to comply with applicable laws and regulations, or as a result of acts of God, pandemics, and other exigent or unexpected reasons. Upon receipt of notice of termination, all 911 Services Authorities or Applicants that received funding shall, with five business days, return all unexpended award funds to the Board, together with the reports detailing the use of any expended funds. If it becomes necessary for the Board to take any legal action to collect any award funds or interest required to be paid on such funds, the 911 Services Authorities or Applicants agree to pay the Board's reasonable attorneys' fees and all costs of collection with interest at the rate of 9% per annum.

17. Relationship of the Parties

It is expressly understood that the Board has no obligation to provide other or additional support for this or any other project or purposes. The Board does not exercise control of the 911 Services Authorities or Applicants; the 911 Services Authorities and Applicants are separate and independent entities from the Board. Operational implementation of the award is the sole responsibility of the 911 Services Authorities and the Applicants.

18. Miscellaneous

The 911 Service Authorities' and Applicants' rights and obligations under this Agreement are specific to the each of them and they may not assign their rights or obligations hereunder to any person or entity. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri. Venue for any disputes arising hereunder shall be in the courts located in Cole County, Missouri.

---Rest of this page intentionally left blank --

ACCEPTANCE OF TERMS AND CONDITIONS.

This Agreement is to be signed by an authorized signatory of each 911 Services Authority and Applicant on the Application certifying that each agrees to comply with all the terms and conditions of the award and Agreement specified above.

The above terms and conditions of the grant are hereby accepted and agreed to as of the date specified.

Board Contact: Brian Maydwell, Executive Director

Signature:

Date:

Primary Contact: Chief Troy Link, Moberly/Randolph County Joint Communications

Signature:

Date:

Applicant: John Truesdell, Randolph County Commissioner

Signature:

Date:

Please return one electronic signed copy of this Agreement and the attached resolution addressed to:

Missouri 911 Service Board

Admin@missouri911.org

**RESOLUTION FOR GOVERNING BODY FOR APPROVAL OF PROJECT
AGREEMENT WITH MISSOURI 911 SERVICE BOARD**

A RESOLUTION OF THE RANDOLPH COUNTY COMMISSION OF RANDOLPH COUNTY MISSOURI, TO APPROVE THE MISSOURI 911 SERVICE BOARD'S PROPOSED PROJECT AGREEMENT WITH RANDOLPH COUNTY.

WHEREAS, § 650.330, RSMo Supp. 2019, requires the Missouri 911 Service Board to administer and authorize grants and loans from the Missouri 911 Service Trust Fund under § 650.335, RSMo Supp. 2018 to provide funding for 911 communications service projects of certain counties and cities;

WHEREAS, the Missouri 911 Service Board has established a 911 Financial Assistance Program and set an application window of November 23, 2020 – January 15, 2021 during which eligible counties and cities could submit applications prepared by their 911 services authorities to request grants and/or loans to finance costs incurred by them and their 911 services authorities for 911 communications service projects;

WHEREAS, on January 14, 2021, by signature the County Commission of Randolph County Missouri approved Moberly/Randolph County Joint Communications' submission of an application to the Missouri 911 Service Board and entering into a project agreement with the Missouri 911 Service Board if the application was approved;

WHEREAS, Moberly/Randolph County Joint Communications timely submitted an application to the Missouri 911 Service Board; and

WHEREAS, on February 24, 2021 the Missouri 911 Service Board approved the 911 communications project described in the application and has offered \$87,694.68 in funding in the form of a grant conditioned on the County Commission of Randolph County Missouri approving the project agreement attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Randolph County Missouri, hereby approves the attached project agreement.

SIGNATURE *[INSERT TITLE OF OFFICIAL]**

DATE

*NOTE: Add additional signature lines, if needed.

ATTESTED BY

DATE

(AFFIX SEAL HERE)

City of Moberly

City Council Agenda Summary

Agenda Number: #11.
 Department: Public Utilities
 Date: March 15, 2021

Agenda Item: A resolution authorizing the purchase of a grasshopper mower for the water treatment plant.

Summary: This mower would be used to mow areas in town, and the existing mower would be retained for use at Sugar Creek Lake recreation areas and the dam. The existing mower has been refurbished but use at the Lake over rough terrain has caused the mower to not mow finished areas well. A two-mower solution would allow longer life of existing equipment and future cycling of the in-town mower to the Lake in the future as required.

Recommended

Action: Approve this resolution

Fund Name: Water Treatment Department, Capital Improvement Plan

Account Number: 301.113.5502

Available Budget \$: 2,107.40

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF A GRASSHOPPER MOWER
FOR THE WATER TREATMENT PLANT.**

WHEREAS, the Utilities department is in need of a new mower for use at the water treatment plant; and

WHEREAS, bids for a new Grasshopper brand mower were requested with three vendors providing responsive bids; and

WHEREAS, the bid from Lee's Lawn Care and Equipment in the amount of \$10,650 for a 2021 Model 729BT front mount Grasshopper mower was considered the lowest responsible bid; and

WHEREAS, city staff recommends acceptance of the bid and the purchase of the mower.

THEREFORE, the Moberly, Missouri, City Council accepts the bid of Lee's Lawn Care and Equipment and authorizes the City Manager or his designee to purchase the Grasshopper brand mower of the sum of \$10,650.00.

RESOLVED this 15th day of March, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting**ATTEST:**

City Clerk

CITY OF MOBERLY
Water Plant Mower Bids
"BID OPENING"
Sign-In Sheet

10Am

Date: 2.23.2021NameCora WoodinMatt EvertsCompanyCity of MoberlyCity of Moberly

CITY OF MOBERLY
Water Plant Mower Bids 10Am
"BID OPENING"

Date: 2.23.2021

Lee's Lawn Care & Equip

\$ 10,650.00

Old Hwy 63 Garage LLC

\$ 11,775.00

Henderson Implement & Outdoor
Power Co.

\$ 13,374.75

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

Lees Lawn Care and Equipment, LLC

411 East Urbandale Drive

Moberly Mo 65270

660-263-7570

Grasshopper 2021 Grasshopper 729BT Front
Mount Mower

With 3661 Power fold deck-Water Department

Sales Price \$10,650.00

Jay Lees

Grasshopper QuikQuote

#62380N00030



Quoted by

Old Highway 63 Garage LLC

501 N Brown St

La Plata, MO 63549

P: (660) 587-2011

Tony Kasper

Owner

E: OldHwy63Garage@yahoo.com

P: 660-587-2011

Quoted for

CITY OF MOBERLY

E: LESU@CITYOFMOBERLY.COM

P: 660-833-5586



Model 729BT with 3661PF

Quoted: Jan 20, 2021

Power Unit & Deck

Model 729BT (531900)

895cc Big Block engine; "no-gears" T6® pump-and-wheel-motor transmission; AntiVibe Power Platform®; luxury seat and shock-absorbing footrest

3661PF – 61" w/ PowerFold® (532810)

List

Bid

\$10,490.00 \$7,867.50

\$3,565.00 \$2,673.75

List Total: \$15,700.00

Bid Price: \$11,775.00

Grand Total: \$11,775.00

Stipulation(s):

✓ Quote Expires in 30 days

Wholegoods

List

Bid

503218+503220 – Counterweight Kit - 50 lb. with mount kit (One 50-lb. weight included)

\$165.00 \$123.75

503671 – Premier Suspension Seat

\$970.00 \$727.50

503667 – Premier Suspension Seat Install Kit

\$160.00 \$120.00

533505 – Wide-Stance, Single-Fork Tail Wheels (in lieu)

\$195.00 \$146.25

533550 – Foldable ROPS w/ Seatbelt

\$155.00 \$116.25

HENDERSON IMPLEMENT AND OUTDOOR POWER
COMPANY

6111 PARIS RD. COLUMBIA, MO 65202

PH: 573 442 1252 FAX: 573 874 9463

DATE: 2/10/21

TO: MATT EVERTS

COMPANY: City of Moberly

FAX# _____

FROM: Randy Hubbard

RE: Mower

NO. OF PAGES _____ INC COVER

COMMENTS: 729 Grasshopper 61" Deck w/PowerFold
Side Discharge

Henderson Price delivered w/full fuel

\$13,374.75

Thank you, Randy Hubbard

City of Moberly

City Council Agenda Summary

Agenda Number: #12.
 Department: Parks & Recreation
 Date: March 15, 2021

Agenda Item: Assignment of GreatLIFE Management Agreement

Summary: GreatLIFE Kansas City, who the City currently contracts management services with, approached the City this winter about a new structure. They requested to assign the contract to a new company – GreatLIFE MidMO, LLC.

The City has been in discussions with both entities since to ensure the formula would work within the confines of the current agreement provisions, with GreatLIFE Kansas City providing high level oversight as requested, and with provisions allowing the parties to reevaluate the relationship in an ongoing fashion.

The management fee schedule and other provisions of the original agreement would remain. Attached are background documents related to GreatLIFE MidMO and the licensing relationship it has with GreatLIFE Kansas City.

Attached is the updated business plan to reflect the staff request in recent weeks to ensure there remains a Superintendent position with GM Eric Brown providing oversight over both the clubhouse and grounds.

Recommended

Action: Approve the resolution and assign the contract to GreatLIFE MidMO

Fund Name: Recreation – Contract Services

Account Number: 114.000.5406

Available Budget \$: \$30,258

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY TO EXECUTE AN ASSIGNMENT OF MANAGEMENT AGREEMENT WITH GREATLIFE MIDMO, LLC FOR HERITAGE HILLS GOLF COURSE.

WHEREAS, the City of Moberly and Great Life Kansas City, LLC, entered into a Golf Course Management Agreement for the Heritage Hills Golf Course on March 13, 2019 for a term ending on March 31, 2024; and

WHEREAS, Great Life Kansas City, LLC desires to assign its interest in the Management Agreement to Great LIFE MidMO, LLC pursuant to the terms of the attached Assignment of Management Agreement (“Agreement”); and

WHEREAS, Great Life Kansas City, LLC and Great LIFE MidMO, LLC have both approved the Agreement subject to acceptance by the City; and

WHEREAS, the Agreement attached hereto is in the best interests of the residents of the City of Moberly.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI AS FOLLOWS:

THAT, the Assignment of Management Agreement is hereby approved and accepted by the Moberly City Council; and

THAT, the City Manager of the City of Moberly is hereby directed to execute the Assignment of Management Agreement on behalf of the City Council.

RESOLVED this 15th day of March, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

ASSIGNMENT OF MANAGEMENT AGREEMENT

This Assignment of Management Agreement (hereinafter “Assignment”) is made and entered into this ____ day of _____, 2021, (the “Effective Date”) by and between The City of Moberly, Missouri (hereinafter “City”), Great Life Kansas City, LLC (hereinafter “Assignor”) and Great LIFE MidMO, LLC (hereinafter “Assignee” referred to collectively herein as the “Parties”).

WHEREAS, City and Assignor entered into a Golf Course Management Agreement/Heritage Hills Golf Course, attached hereto and incorporated herein, on the 13th day of March, 2019 (hereinafter the “Agreement”)

WHEREAS, the Parties desire that Assignor assign its interests, rights and obligations under the Agreement and that Assignee assume such interests, rights and obligations under the Agreement pursuant to the terms of this Assignment.

THE PARTIES hereby agree as follows:

ASSIGNMENT. Assignor hereby assigns and Assignee hereby assumes all the contractual and management responsibilities and agreements undertaken by Great Life Kansas City, LLC, in the attached Agreement and City hereby consents to said assignment as of the Effective Date.

DEFAULT BY ASSIGNEE. In the event Assignee should default, as provided in Section 9 of the Agreement, in the performance of its assumed obligations then City, in addition to the default provisions of the Agreement, shall have the right to demand that Assignor resume performance of the Agreement. Such a demand by City shall be in writing giving at least thirty (30) days’ notice to Assignor to resume performance. Upon such notice Assignor agrees to resume performance of the Agreement for the original term of the Agreement.

RECISSION BY CITY. City is hereby granted the right to rescind this Assignment, with or without cause upon its own volition, at least one year after the Effective Date herein by giving Assignor and Assignee at least sixty (60) days’ written notice of such recission. Upon such recission Assignor agrees to resume performance of the Agreement or to terminate the Agreement pursuant to the following provision.

TERMINATION. In the event City rescinds this Assignment as provided herein and Assignor chooses not to resume performance of the Agreement then Assignor may terminate the Agreement and the Parties shall abide by the Transfer Upon Termination provisions of Section 11 of the Agreement to wind up operations under the Agreement.

MISCELLANEOUS PROVISIONS.

- (a) *Notices.* Whenever notice is called for in this Assignment to be given or is otherwise given, such notice shall be in writing and addressed to the addressee set forth below:

If to the City:

Brian Crane
101 West Reed Street
Moberly, Missouri 65270

If to the Assignor:

Jason Farrant
18145 W 87th Pkw
Lenexa, KS 66219
Jason.farrant@greatlifegolf.com

with a copy to:

Bret Klausman
18145 W 87th Pkw
Lenexa, KS 66219
bklausman@midwest_health.com

If to the Assignee:

Bryan Minnis
5757 East Eagle Knoll Drive
Hartsburg, Missouri 65039

(b) *Further Assistance.* The Parties to this Assignment each agree to take such actions and execute such documents and instruments, all as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Assignment and to aid and assist each other in carrying out said terms, provisions and intent.

(c) *Choice of Law.* This Assignment 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 of laws provisions. The Parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Assignment shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

(d) *Entire Agreement.* The Parties hereto agree that this Assignment and the attached Agreement shall constitute the entire agreement among the parties and no other agreements or representations other than those contained in this Agreement have been made by the Parties. The failure of any party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Assignment 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; Personal Liability.* Nothing in this Assignment shall be construed or deemed to constitute a waiver of the City's sovereign immunity. No official, officer, agent, attorney, employee or representative of the City shall be personally liable to any other party in the event of any breach under this Assignment.

(f) *Binding Effect.* Except as otherwise expressly provided in this Assignment, the covenants, conditions and agreements contained in this Assignment shall bind and inure to the benefit of the named parties hereto and their respective successors and permitted assigns.

(g) *Execution; Counterparts.* Each person executing this Assignment in a representative capacity warrants and represents that he or she has authority to do so, and upon request by another party, proof of such authority will be furnished to the requesting party. This Assignment may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto, notwithstanding that all of the parties may not have executed the same counterpart. In proving this Assignment, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the day and year first above written.

CITY OF MOBERLY, MISSOURI

By: _____
Brian Crane, City Manager

ATTEST:

Shannon Hance, City Clerk

GREAT LIFE KANSAS CITY, LLC

By: _____
Bret Klausman

GREAT LIFE MIDMO, LLC

By: _____
Bryan Minnis

City of Moberly

City Council Agenda Summary

Agenda Number: #13.
 Department: Public Utilities
 Date: March 15, 2021

Agenda Item: A resolution approving a agreement with Boone Consulting to develop specifications and project management of the Taylor Street CSO Basin and Wastewater Treatment Plant farm site improvements

Summary: The combined sewer system has several treatment facilities at the combined sewer outfalls located through out the system. The swirl concentrator on Taylor Street (near St. Mary's cemetery) has accumulated a large amount of solids in the bottom and needs to be cleaned out to be operable utilizing the pumps installed there. The material will be pumped out and land applied at the landfill. Once the solids are removed, the pumps will be removed and checked for operation and replaced if necessary. That work will be done separately from this contract.

The second part of this contract, Table 1-C is for the development of the first phase of the improvements to the biosolids land application farm at the Wastewater Treatment Plant. Phosphorus is accumulating in the soil, pH needs to be increased, and trees will be removed to facilitate lime application. Tree removal will not occur until after November 2021. This contract is to approve the planning of next steps at the farm, not to approve a specific plan moving forward. More information will be provided to the Council prior to deciding on a plan of improvements.

Recommended

Action: Approve the resolution for the City Manager to execute contract agreement.

Fund Name: Utilities – Wastewater Treatment CIP

Account Number: 301.114.5502

Available Budget \$: 237,586.00

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION APPROVING AN AGREEMENT WITH BOONE CONSULTING TO DEVELOP SPECIFICATIONS AND PROJECT MANAGEMENT OF THE TAYLOR STREET CSO BASIN AND WASTEWATER TREATMENT PLANT FARM SITE IMPROVEMENTS.

WHEREAS, Boone Consulting entered into an agreement with the City of Moberly on March 6, 2017 to provide consulting services on an as needed basis; and

WHEREAS, Boone Consulting has submitted three proposals and a Professional Services Agreement (the "Agreement") to provide consulting services for the Taylor Street CSO Basin, Phase I and II at a cost of \$10,600 and \$19,280, respectively and the Wastewater Treatment Plant Farm Site Improvements at a cost of \$6,480.00; and

WHEREAS, attached hereto and incorporated herein is the Agreement for the listed projects.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Agreement as recommended by city staff and authorizes the city manager to execute the Agreement on behalf of the City of Moberly.

RESOLVED this 15th day of March, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

FOR

CONSULTING SERVICES

BETWEEN

BOONE CONSULTING

AND

CITY OF MOBERLY, MISSOURI

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, made and executed as of the _____ day of _____, 2021 by and between **BOONE CONSULTING**, with a place of business at 6513 Benz Road, Payson, IL 62360 (hereinafter called “Consultant”), and **CITY OF MOBERLY, MISSOURI**, a municipal Corporation, with a place of business at 101 West Reed, Moberly, MO 65270 (hereinafter called “City”), collectively referred to herein as “parties”, provides as follows:

SECTION I

SCOPE OF SERVICES

The per discussions the plan involves Consultant assisting City in the Taylor Street CSO Basin bid specification, biosolids clean-out, land application monitoring, recordkeeping, regulatory compliance, reporting, City farm improvement planning for converting timberland to hayland for nutrient recycling and stormwater quality protection:

City of Moberly – Taylor Street CSO Basin
Proposal by Boone Consulting
for PHASE I, Bid Specification, Draft, Draft Final, FINAL, Pre-Bid Meeting, Q&A,
Clarification Responses to Pre-bid Meeting, Bid Evaluation

Table 1-A
Tasks for Taylor Street CSO Basin – Bid Specification

Task	Time Frame		*Pricing for Phase I
1	February-March 2021	<ul style="list-style-type: none"> • Develop Bid Specification • Draft of Bid Specification • Draft Final of Bid Specification • Pre-bid Meeting • Q&A • Written responses to Contractors • Bid Evaluation • Award Bid 	\$10,600.00
		TOTAL	\$10,600

* To include labor and all direct expenses.

City of Moberly – Taylor Street CSO Basin
Proposal by Boone Consulting
for PHASE II, Set-up and Oversight of CSO Basin Clean-out, Solids Removal, Transport, Land Application, Monitoring, Recordkeeping, Sampling, Laboratory Analyses, Sign-off Approval by City & Contractor, MDNR Reporting in Compliance with Approved Biosolids Management Plan & Standard Conditions PART III, Letter of Approval from MDNR

Table 1-B shows the tasks and price for Phase II:

Table 1-B
Tasks for Taylor Street CSO Basin – Clean-out & Biosolids Land Application

Task	Time Frame		*Pricing Phase II
1	May- June, 2021	<ul style="list-style-type: none"> • Set-up • Mixing & Clean-out of Biosolids • Sampling of each load %TS • Land Application Rates & locations • Equipment Spreading Rates • Monitoring • Recordkeeping • Debris Removal • Approval/Sign-off by City & Contractor • Laboratory Testing • MDNR Reporting • Approval Letter 	\$19,280.00
		TOTAL	\$19,280

* To include all labor, fuel, hotel, meals, equipment, all direct expenses.

City of Moberly – Wastewater Treatment Plant Farm Site

Proposal by Boone Consulting

for PHASE I, Planning Meetings & Setting-up a schedule to make Farm Site Improvements to convert Timberland and increase acreage into Hayland for beneficial use of biosolids through nutrient recycling by hay production and removal of crop twice per year with better water quality (nutrient/soil loss) from stormwater runoff.

PHASE I preparation for items to be accomplished in PHASE II & III is the selling and removal of timber, burning of brush, burning of stumps, land improvements with dry dams, waterways, terraces, tile inlets, underground tile lines, seeding of grass hay mixture, liming, of all improvement sites, increase acreage to be farmed and have biosolids land applied on. Develop a hay contract where the City is paid for the baled hay on a per ton basis and allows greater flexibility for the City to land apply biosolids throughout the year.

Table 1-C shows the tasks and price for Phase I:

**Table 1-C
Tasks for Wastewater Treatment Plant Farm Site Improvements**

Task	Time Frame		*Pricing for Phase I
1	March-April, 2021	<ul style="list-style-type: none"> • Phase I Hay contract for 2021 Season • Phase I Lime Planning & Schedule • Meeting(s) with John Kirchhoff • Timber Bid & Schedule Removal • Potential Timber Revenue (\$) • Land Improvement Options • Contractors (Price \$) • Cost Share Eligibility • Grass Seeding Spring 2021 (Mixture) 	\$6,480.00
		TOTAL	\$6,480

* To include labor and all direct expenses.

SECTION II

PRICE

The price will be on a per-hour rate basis plus direct expenses with all necessary laboratory analyses to be paid by the City.

All work will be billed on a monthly basis as follows. (The following is an estimated price based upon the number of hours and direct expenses cover the task associated with the work to be conducted. Direct expenses include meals, mileage at \$0.54, motel, printing, graphics, maps, aerial photos, plat books, copying services, phone, water testing and soil testing.)

Labor:

Professional Personnel	
256 hours @ \$110.00	\$ 28,160.00

Per Diem:

32 days @ \$200	<u>\$ 6,400.00</u>
Laboratory Tests	\$ 1,800.00

<i>Total Cost:</i>	\$ 36,360.00
---------------------------	---------------------

SECTION III

CHANGE IN WORK

In the event that any change in work would be requested and approved by the City, Consultant would require that a request for additional work be submitted to them in writing by way of a letter. All work will be billed on a monthly basis as follows:

- Professional personnel @ \$110.00/hour
- All direct expenses

SECTION IV

ADDITIONAL WORK

During the course of any project there may be unknown factors to which specific amounts of time cannot be addressed. The City may want to consider additional work in the following areas if the need arises:

- Public concerns

- Affected persons
- Re-sampling of sites
- Additional sites
- The City's requests for additional work
- Site restoration changes
- U. S. Corps of Engineers
- Regulatory items (MDNR/ USEPA)

In the event that any additional and/or change in work would be requested and approved by the City, Consultant would require that a request for additional work be submitted to them in writing by way of a letter. All work will be billed on a monthly basis as follows:

- Professional personnel @ \$110.00/hour
- All direct expenses

SECTION V

PAYMENTS

Consultant shall invoice City on a monthly basis for payment of labor expenditures and reimbursable costs incurred. Payment shall be due within forty-five (45) days of the invoice date. Failure by City to pay Consultant any sum, when or as due, under this Agreement, shall entitle Consultant, at its election, to stop work until payment is made.

SECTION VI

NOTICES AND/OR COMMUNICATIONS

All notices and/or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

To Consultant

Attention: Tony Boone
 Position: Environmental Consultant
 Address: Boone Consulting
 6513 Benz Road
 Payson, IL 62360

To City

Attention: Mary West-Calcagno
 Position: Director of Public Utilities
 Address: City of Moberly
 101 W. Reed Street
 Moberly, MO 65270

Either party may, by written notice to the other, change the representative or the address to which such notices, certificates, or communications are to be sent.

Any notice or communication required in writing hereunder shall be given by registered, certified, or first class mail (postage required), or telefax addressed to the party at its address set forth above. Communications by telefax shall be confirmed by depositing a copy the same day with the U.S. Post Office for transmission by registered, certified, or first class mail in an envelope properly addressed. The postmark date of notices sent by mail (except for confirmatory notices) shall be the date of notice.

SECTION VII

SIGNATURES

To initiate this proposal agreement, requires that both parties sign this Professional Services Agreement. Upon receipt of this signed Letter, BOONE CONSULTING will begin work as outlined, with frequent progress updates being made to Ms.Mary West-Calcano

This Agreement, made and entered into this _____ day of _____, 2021, by and between the “City” City of Moberly, 101 W. Reed Street, Moberly, MO 63703 and “Consultant” Boone Consulting, 6513 Benz Rd., Payson, Illinois 62360.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CONSULTANT:
BOONE CONSULTING

CITY:
CITY OF MOBERLY, MISSOURI

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#14.

Department: Finance

Date: March 15, 2021

Agenda Item: A Resolution Authorizing The City Manager To Execute A Lease Agreement With Multiple Services Equipment Company For A Postage Machine.

Summary: Over the past two months the current postage machine in City Hall has become unreliable, losing data and requiring multiple sessions of maintenance. It is several years old and is in need of replacement with a more current model. Additionally, once the Caselle software is in place we will be moving to an automated accounts payable function whereby Central Bank will make our payments for us, so we will not require such a robust machine.

Bids were requested from Pitney Bowes, Multiple Services Equipment Company, and Bowman's Solutions, our current firm. Bids were received from all except Pitney Bowes, a tabulation of them is attached. We are recommending entering into a 60-month lease agreement with Multiple Service Equipment Company. It is more cost effective to lease the entire machine versus owning the base, paying maintenance on it, and leasing the meter unit. Under our current lease we pay approximately \$105 per month, so the \$70 per month rate will save us a little money in addition to providing us with a more reliable meter. A resolution is included as part of this meeting authorizing staff to enter into the lease agreement.

Recommended

Action: Approve this resolution

Fund Name: General Fund

Account Number: 100.013.5203, Postage & Freight

Available Budget \$: \$1,218.00

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 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___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed

Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH MULTIPLE SERVICES EQUIPMENT COMPANY FOR A POSTAGE MACHINE.

WHEREAS, the current city postage machine is no longer reliable and not compatible with new systems software being installed by the city; and

WHEREAS, the city requested bids for new postage machines from three vendors and received bids from two vendors; and

WHEREAS, the lowest responsible bid was from Multiple Services Equipment Company for a lease term of 60 months at a cost of \$70.00 per month; and

WHEREAS, city staff recommends accepting and approving the proposed Lease terms and authorizing the City Manager to execute an agreement on behalf of the city.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts and approves the Lease terms and authorizes the City Manager to execute an agreement on behalf of the city and further authorizes the City Manager to take such other and further action as may be required to effectuate the lease on behalf of the city.

RESOLVED this 15th day of March, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly - Postage Machine Bids, 2/10/2021			
Specification	Multiple Services Equipment	Bowman's Soutions	Pitney Bowes
Lease term	60 months	60 months	NO REPLY TO INQUIRY
Postage tracking for multiple users	250 accounts	100 accounts	
Postage use reportable by user account?	Y, through internet portal or meter report	Y, through USB report in Excel format	
Accommodate variable dimesions and weights of mail pieces up to 3/4" thick	Not mixed, 3/8" max.	Not mixed, 1/2" max.	
Semi-automatic document feeder	50 units/min.	75 units/min.	
Envelope moistener/sealer	Integrated	Integrated	
Minimum 10# external scale	10# integrated	10# integrated	
USPS discounted postage available	Y	Y	
IMI meter technology enabled	Y	Y	
Hardware & software maintenance included	Y	Y	
Service response time < 24 hours	2-4 hours	2-4 hours	
Loaner machine available?	Y	Y	↓
Additional			
Ink cartridges	\$149	\$160	N/A
Labels	\$25 for 500	\$47 for 500	N/A
Sealing solution	\$25/gal.	\$25/gal.	N/A
USPS rate protection	Y	Y	N/A
Postage download	Internet, pay via ACH	Internet, billed through Quadient Postage Funding	N/A
Cost			
PostBase Vision Semi-Auto S5	\$70.00/month *		
Quadient iX-5 HF		\$89.65/month	
Estimated total lease cost over lease term	\$3,780.00	\$5,379.00	

* Promotional new customer rate of \$70/month with 6 months @ \$0, effectively decreasing the term to 54 months of cost.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#15.

Department: Public Works

Date: March 15, 2021

Agenda Item: A Resolution Accepting A Quit Claim Deed From MBL Development Co. For Real Estate Located At The Silva Lane Extension.

Summary: This deed is for the acceptance of r/w between the current NE termination point of Silva lane and the City Maintenance facility property that fronts N. Morley. This property is owned entirely by MBL Development company. With this, we could connect Silva Lane with N. Morley when the funding opportunities allowed.

Staff recommends acceptance of the r/w deed.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed

Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING A QUIT CLAIM DEED FROM MBL DEVELOPMENT CO. FOR REAL ESTATE LOCATED AT THE SILVA LANE EXTENSION.

WHEREAS, MBL Development Co. (“MBL”) owns property at the Silva Lane extension which is described on the attached Quit-Claim Deed; and

WHEREAS, in order to enhance opportunities for future economic development near the Silva Lane extension MBL desires to convey the property to the City of Moberly; and

WHEREAS, attached hereto is an executed Quit Claim Deed conveying the property to the city.

NOW, THEREFORE, the Moberly, Missouri, City Council authorizes the City Manager to accept the attached Quit Claim Deed from MBL to Moberly on behalf of the city and to record the same in the land records of Randolph County.

RESOLVED this 15th day of March, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

Recorded In Randolph County, Missouri



Recording Date/Time: 03/10/2021 at 08:54:01 AM

Book: 927

Page: 458

Instr #: 20210822

Pages: 2

Fee: \$27.00 S 20210000794

CITY OF MOBERLY



QUIT-CLAIM DEED

THIS INDENTURE, made on the 8th day of March, 2021 by and between

MBL Development Co, a Missouri Corporation, GRANTOR

9237 Ward Parkway #310, Kansas City, MO 64114

County of Jackson, State of Missouri, parties of the first part and

City of Moberly, Missouri GRANTEE

101 West Reed Street, Missouri 65270

County of Randolph, State of Missouri, party of the second part

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of **ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, do or does by these presents, **REMISE, RELEASE and FOREVER QUIT CLAIM** unto the said party or parties of the second part, the following described Real Estate situated in the County of Randolph, and State of Missouri.

DESCRIPTION: A tract of land located in the West half (1/2) of the Northeast quarter of Section 25, Township 54 North, Range 14 West, all in Randolph County, Missouri, being part of the tract described by the warranty deed recorded in Book 724, Page 64.

RIGHT-OF-WAY PERMANENT EASEMENT (SILVA LANE EXTENSION):

A 60.0-foot-wide tract of land being part of the Southwest Quarter of the Northeast Quarter of Section 25, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri, the centerline of which is more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 25; thence along the West line of said Northeast Quarter, North 01 degrees 41 minutes 10 seconds East, a distance of 647.66 feet; thence South 87 degrees 31 minutes 53 seconds East, a distance of 40.00 feet to the POINT OF BEGINNING; thence South 87 degrees 31 minutes 53 seconds East, a distance of 3.77 feet; thence along

102

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: March 15, 2021

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

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$342,710.55.

WHEREAS, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 15, 2021 in the amount of \$49,181.34.

SECTION 2: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 15, 2021 in the amount of \$3,553.82.

SECTION 3: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 15, 2021 in the amount of \$65,471.33.

SECTION 4: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 15, 2021 in the amount of \$11,042.42.

SECTION 5: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 15, 2021 in the amount of \$1,777.25.

SECTION 6: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 15, 2021 in the amount of \$173,995.61.

SECTION 7: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 15, 2021 in the amount of \$9,381.00.

SECTION 8: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 15, 2021 in the amount of \$230.00.

SECTION 9: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 15, 2021 in the amount of \$10,120.28.

SECTION 10: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 15, 2021 in the amount of \$9,507.50.

SECTION 11: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 15, 2021 in the amount of \$1,200.00.

SECTION 12: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due March 15, 2021 in the amount of \$7,250.00.

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

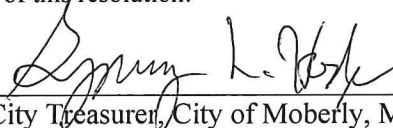
RESOLVED this 15th day of March 2021 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

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

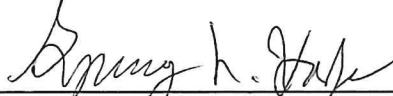


City Treasurer, City of Moberly, Missouri

**EXPENSES PAID MARCH 2, 2021 - MARCH 10, 2021 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
MARCH 15, 2021 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	49,181.34
Payroll Fund	\$	3,553.82
Solid Waste Fund	\$	65,471.33
Parks and Recreation Fund	\$	11,042.42
Airport Fund	\$	1,777.25
Utilities OP & Maintenance Fund	\$	173,995.61
Capital Improvement Trust Fund	\$	9,381.00
2004C Bonds Debt Service Fund	\$	230.00
Emergency Telephone Fund	\$	10,120.28
Street Improvement Fund	\$	9,507.50
Downtown CID Sales Tax Fund	\$	1,200.00
Downtown CID Property Tax Fund	\$	7,250.00
Total	\$	342,710.55

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



City Treasurer, City of Moberly, Missouri

3/10/2021

Date

BANK# BANK NAME
CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

24 DISBURSEMENTS

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
85873	3/05/2021			6	AMEREN MISSOURI	31.81				
85874	3/05/2021			6352	ASCO POWER SERVICES INC	1,419.00				
85875	3/05/2021			17	AT&T 5001	7,103.71				VOID: ISSUED IN ERROR
85876	3/05/2021			910	JT HOLMAN CONSTRUCTION LLC	3,000.00				
85877	3/05/2021			1565	MACON ELECTRIC COOP	40.46				
85878	3/05/2021			3014	SAM'S CLUB	27.96				
85879	3/05/2021			2640	THOMAS HILL PUBLIC WATER SUPPL	275.73				
85880	3/05/2021			2646	VALIC	992.00				
85881	3/05/2021			17	AT&T 5001	441.23				
85882	3/05/2021			17	AT&T 5001	1,639.73				
85883	3/05/2021			17	AT&T 5001	10.47				
85884	3/05/2021			17	AT&T 5001	7,093.24				
85885	3/10/2021			4693	ADVANCED TURF SOLUTIONS	5,533.20				
85886	3/10/2021			6120	AMAZON CAPITAL SERVICES	222.46				
85887	3/10/2021			5	AMEREN MISSOURI	273.92				
85888	3/10/2021			3	AFLAC GROUP INSURANCE	2,122.82				
85889	3/10/2021			30	WOOGEDY LLC	615.00				
85890	3/10/2021			4504	AT&T 5011	671.72				
85891	3/10/2021			15	AUSTIN COFFEE SERVICE	123.95				
85892	3/10/2021			34	BOB'S TIRE, LLC	105.00				
85893	3/10/2021			6313	BOONE CONSTRUCTION CO	150.00				
85894	3/10/2021			2605	BRATCHER'S MARKET	11.38				
85895	3/10/2021			2975	BRENNTAG MID SOUTH INC	4,859.87				
85896	3/10/2021			5257	BROWN SMITH WALLACE	5,000.00				
85897	3/10/2021			424	BUTLER SUPPLY INC	44.45				
85898	3/10/2021			6207	TYDANCO INC	1,031.50				
85899	3/10/2021			5004	CHAMPION BRANDS LLC	1,057.74				
85900	3/10/2021			598	CHARITON VALLEY COMMUNICATIONS	250.97				
85901	3/10/2021			3137	CINTAS CORPORATION #379	440.00				
85902	3/10/2021			653	COE EQUIPMENT	1,009.87				
85903	3/10/2021			2645	CORE & MAIN LP	2,848.29				
85904	3/10/2021			678	CROWN POWER & EQUIPMENT	184.52				
85905	3/10/2021			678	CROWN POWER & EQUIPMENT	116,282.00				
85906	3/10/2021			2913	CULLIGAN WATER CONDITIONING	26.41				
85907	3/10/2021			2908	CUNNINGHAM VOGEL & ROST PC	5,975.57				
85908	3/10/2021			118	D & L TRENCHING INC	5,600.00				
85909	3/10/2021			5797	DA-COM	200.00				
85910	3/10/2021			1951	DIEHLS CHELSEA	100.00				
85911	3/10/2021			194	DMC CONCRETE CONSTRUCTION	4,700.00				
85912	3/10/2021			2806	DPC ENTERPRISES LP	819.00				
85913	3/10/2021			2959	DR PEPPER SNAPPLE GROUP	47.50				
85914	3/10/2021			6350	EASY BADGES	885.95				
85915	3/10/2021			695	ENGINEERING SURVEYS & SERVICES	2,158.79				
85916	3/10/2021			3103	FASTENAL COMPANY	419.47				
85917	3/10/2021			3000	FIRE SAFETY INC	346.00				
85918	3/10/2021			2839	FUSION TECHNOLOGY LLC	79.99				
85919	3/10/2021			704	GALLS LLC	378.77				
85920	3/10/2021			303	GILMORE & BELL PC	230.00				
85921	3/10/2021			988	GULF STATES DISTRIBUTORS	168.37				
85922	3/10/2021			737	HACH COMPANY	114.18				
85923	3/10/2021			3474	HALEY DAVID K	100.00				

BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
85924	3/10/2021	6360	HARPER MICHELLE	200.00				
85925	3/10/2021	1338	HAWKINS INC	2,542.76				
85926	3/10/2021	759	HUTCHINSON SALT COMPANY	2,107.50				
85927	3/10/2021	763	SUMNER ONE	217.90				
85928	3/10/2021	2812	JACOBS ENGINEERING GROUP INC	9,381.00				
85929	3/10/2021	5974	JEFFRIES ELECTRICAL SVC INC	674.98				
85930	3/10/2021	5338	KAESER & BLAIR INC	89.42				
85931	3/10/2021	680	KB TIRE AND AUTO INC	15.00				
85932	3/10/2021	5965	KIM HOSKINS ENVIRONMENTAL	1,425.00				
85933	3/10/2021	579	LAND/CHARITON COUNTY CONCRETE	3,633.75				
85934	3/10/2021	2964	LEES LAWN CARE & EQUIPMENT LLC	1,355.47				
85935	3/10/2021	1381	LEON UNIFORM COMPANY	1,311.83				
85936	3/10/2021	3015	LOWE'S HOME CENTERS, LLC	72.88				
85937	3/10/2021	679	MARTECK	191.77				
85938	3/10/2021	2220	MARTIN EQUIPMENT	867.12				
85939	3/10/2021	2717	MATHESON TRI GAS INC	141.02				
85940	3/10/2021	1694	MFA INCORPORATED	210.75				
85941	3/10/2021	5669	MISSOURI DEPT OF NATURAL RES	48.00				
85942	3/10/2021	6359	MO MED MOBERLY LLC	5,000.00				
85943	3/10/2021	3041	MO ONE CALL SYSTEM INC	215.00				
85944	3/10/2021	1839	MO STATE AGENCY SURPLUS	4,487.00				
85945	3/10/2021	1921	MOBERLY LUMBER INC	579.63				
85946	3/10/2021	1935	MOBERLY MONITOR INDEX	1,049.90				
85947	3/10/2021	1954	MOBERLY MOTOR COMPANY	432.78				
85948	3/10/2021	1036	MUNICIPAL CODE CORPORATION	950.00				
85949	3/10/2021	5273	MUNICIPAL LEAGUE OF METRO	80.00				
85950	3/10/2021	2152	NEMO ELECTRIC CO INC	250.00				
85951	3/10/2021	2976	NEUMAYER EQUIPMENT CO INC	1,300.00				
85952	3/10/2021	6353	NOTLA FARMS	37.50				
85953	3/10/2021	2299	O'REILLY AUTOMOTIVE STORES INC	320.42				
85954	3/10/2021	5727	PEST PRO SOLUTIONS INC	125.00				
85955	3/10/2021	6355	PETTIGREW KRISTAL	100.00				
85956	3/10/2021	2596	PLUMB SUPPLY COMPANY-MOB	168.45				
85957	3/10/2021	6354	POWELL STEPHEN	2,250.00				
85958	3/10/2021	5829	Q SECURITY SOLUTIONS LLC	332.13				
85959	3/10/2021	4924	R P LUMBER COMPANY INC	313.42				
85960	3/10/2021	415	RANDOLPH AREA YMCA	1,289.00				
85961	3/10/2021	6317	ROARK LAWN CARE LLC	1,200.00				
85962	3/10/2021	280	SCHIPPERS INTERNATIONAL TRUCK	556.82				
85963	3/10/2021	617	SCHULTE SUPPLY INC	855.00				
85964	3/10/2021	6356	SLY CODY	3,200.00				
85965	3/10/2021	2610	BRENDLINGER ENTERPRISES INC	370.00				
85966	3/10/2021	42	SMITH VICKI	400.00				
85967	3/10/2021	5639	SOCKET	.00			VOID:	
85968	3/10/2021	5639	SOCKET	2,479.71				
85969	3/10/2021	5700	STAPLES	.00			VOID:	
85970	3/10/2021	5700	STAPLES	1,073.48				
85971	3/10/2021	6349	SUTPHEN TOWERS	1,400.00				
85972	3/10/2021	6162	SWALLOW TROPHY & ENGRAVING	30.00				
85973	3/10/2021	6358	SWARTZ NATHAN	100.00				
85974	3/10/2021	2962	SYDENSTRICKER NOBBE PARTNERS	953.60				
85975	3/10/2021	6357	TERRAIN MEDIA	1,000.00				
85976	3/10/2021	2644	USA BLUE BOOK	2,331.28				

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
85977	3/10/2021	5575	USI INSURANCE SERVICE LLC	11,250.00				
85978	3/10/2021	2921	UTILITY SERVICE CO INC	17,415.11				
85979	3/10/2021	6348	VANMETER DEBBIE	16.25				
85980	3/10/2021	6343	WASTE MANAGEMENT SOLUTIONS	69,488.75				
85981	3/10/2021	6343	WASTE MANAGEMENT SOLUTIONS	59.28				
85982	3/10/2021	2656	WESTLAKE HARDWARE	.00			VOID:	
85983	3/10/2021	2656	WESTLAKE HARDWARE	.00			VOID:	
85984	3/10/2021	2656	WESTLAKE HARDWARE	604.60				
85985	3/10/2021	2658	WILLIS BROS INC	3,000.00				
85986	3/10/2021	5298	ZAMKUS AND ASSOCIATES LLC	1,000.00				

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

BANK TOTALS:	
OUTSTANDING	342,710.55
CLEARED	.00

BANK 24 TOTAL	342,710.55
 VOIDED	 7,103.71

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	49,181.34	49,181.34	.00	.00
105 PAYROLL FUND	3,553.82	3,553.82	.00	.00
110 SOLID WASTE FUND	65,471.33	65,471.33	.00	.00
115 PARKS & RECREATION FUND	11,042.42	11,042.42	.00	.00
120 AIRPORT FUND	1,777.25	1,777.25	.00	.00
301 UTILITIES OP & MAINT	173,995.61	173,995.61	.00	.00
304 CAPITAL IMPROVEMENT TRUST	9,381.00	9,381.00	.00	.00
379 2004C BONDS DEBT SERVICE	230.00	230.00	.00	.00
400 EMERGENCY TELEPHONE FUND	10,120.28	10,120.28	.00	7,103.71
601 STREET IMPROVEMENT FUND	9,507.50	9,507.50	.00	.00
911 DOWNTOWN CID SALES TAX	1,200.00	1,200.00	.00	.00
912 DOWNTOWN CID PROP TAX	7,250.00	7,250.00	.00	.00

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

#16.

BANK#	BANK NAME	DESCRIPTION
CHECK#		
24 DISBURSEMENTS		
85873 Thru	85986	Accounts Payable Checks

City of Moberly

City Council Agenda Summary

Agenda Number: #17.

Department: City Manager

Date: March 15, 2021

Agenda Item: Department Head Monthly Reports

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

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

Recommended

Action: Just for your review

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___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

#17.

February 2021

A. PROJECTS

Community Development

Shepherd Brothers Blvd – We have the crosswalk flashers for S. Morley at SBB and they will be installed next week by DMC. We were waiting on final approval from MoDOT for the install. I have all the invoices for materials and work, they were submitted to NOMO for the 50% reimbursement. We received a check for a little over \$31K from NOMO for this project.

Vacant Property/Foreclosed Property Fee – Brian, Randall & I had a follow up call with Pro Champ as to how this could work in Moberly. There were numerous questions as to what the regulations will tie back to and how enforcement will work. Pro Champ has modified their agreement to try and address everything and it is in Randall's office for review at this time. I am hopeful that we can find a good format that is acceptable with the company and the City. While Pro Champ does not have any client City's currently in Missouri, there are numerous Missouri city's that have a similar format to what we are looking at. We will be reviewing them to help with the format of our proposal.

Infill Housing – The next round of proposals is due back March 29th. We have had some interest in these lots and have people looking. We are working with multiple builders on private lots in the community to try and stimulate additional infill. As you know we have the sale and rezoning of the properties at Franklin St. & Johnson and 401 & 411 Patton street which are for single family and multi-family housing, respectively. We are also working with a developer to complete the sale, demo, and infill on some additional lots on Concannon for duplexes.

There were three new building permits issued in February, and we anticipate 10+ in March. The lots starting to sell in Cobblestone should see a flurry of activity out there. We are waiting on the lien release on the r/w for Cobblestone and we will have all the required documentation from the developer to release the plat.

Fennel Complex – Tuckpointing continues on the Fennel building, there is much to be done there and it will be a slow ongoing process for a while. We will be closing in the openings on the East wall of the JT Cross lumber building and have that ready for a future mural, with it painted black for now.

We are working on a layout for the old asphalt and sidewalk on the West side of the building so that the sidewalk is always maintained open, and the parking will be parallel and limited between the garage door openings.

Garage door installer is putting in roll up door currently. That will be the only link left between Fennel and Pro Auto (Police/Fire) building, as we have a mason scheduled to block in the window and man door openings between the buildings soon. The garage door will be lockable from the Police/Fire side making their area secure for their vehicles and supplies.

Demolition Grant – The second round of demolitions should be starting in mid-March with a 60-day work period. That will make 53 houses when completed. As you know, we were approved for 65 houses and we knew from prior experience that MTCOG has had with this program that some of the properties would drop out for sale, renovation or could not get in due to debts owed against the properties. It was not looking like we were going to get anymore in through the grant and staff started working on the owners and contacting some of the groups that held liens on properties to try and get them released so we could get rid of these problem properties. Staff has 111 great job and have gotten signed or verbal

agreements with 8 more properties which if all successful will bring us up to 61 properties for the project. This would be the largest CDBG house demo grant done.

#17.

While this project will have made a huge improvement in the community, there is still significant work to be one. We already have other properties, both residential and commercial that need to come down. I wish I could pick and choose on which ones I could plug into the grant, but we were committed as to what houses could be in the program at the time of submittal.

Public Works

Street Winter Maintenance – Hopefully, the majority of winter issues is behind us. We received several salt deliveries to replace what we had used this winter. We are stocked back up at this point and hopefully will not have to use anymore.

Our large 1992 tandem axel dump truck is a huge asset for plowing snow. We pretty much only use it for that due to the age and condition. Frame and bed are rusted out, drive train has been its best feature, but the engine is starting to give us trouble now. We had funding for its replacement in the current budget, but we were holding off on the purchase as we may have to transfer some funds temporarily to cover the large expenses that will be coming out of the Transportation Trust for the airport project, that project is 100% reimbursed, so it would only be a short-term transfer if necessary. We have since identified other potential sources to cover a short-term transfer.

Equipment Replacement – We have several items budgeted that we have been holding off on, but we need to move on them to get them in and paid for under the current budget. The items include.

-Tandem axel dump truck that will replace our 1992 International

-Forklift, used – will replace our 1978 model. We budgeted \$15K for one, but we found a 2003 model at the government surplus for \$4,500.

-Crew cab pick-up – This is what we use for the crack sealing team, it pulls the crack sealer, materials and the four crew members. We will be replacing a 2007 Ford crew cab.

-1/2 Ton, regular cab pick-up – We plan to add a raised topper and roll out floor to keep concrete crew tools and equipment locked in. We had a utility bed truck budgeted, but this will save money and work fine. This would replace a 2006 ¾ ton Chevrolet pick-up that we are having transmission issues with.

-Skid Loader – We will be replacing a 07' track mounted skid loader in the Street Dept. and we will be shifting the 07' loader to the Cemetery for use out there.

-Street Sweeper – This, like our rubber-tired loader, are in operation nearly all day, every day. As they are the only machine, we have that can fill those specific roles, we need these to be in good condition and ready for service. We have both items on a 5-year rotation. The current Elgin pure vac has been the best sweeper we have had, both in maintenance and performance. We anticipate going back with a pure vac (vs. re-generative air or mechanical sweeper).

South Morley Study/Grants – We will be meeting with Bartlett & West in early March to follow up on the corridor study and review the Cost Share application that is due the end of March. B&W is trying to get with City utilities as to the future stormwater improvement projected for the area. It appears that some of the off r/w stormwater could be eligible to include in the Cost Share grant.

Morley/24 sidewalk project – The contractor's subs are finishing up electrical and stripe work and we have withheld funding until the grading and seeing is completed. I have asked them to work on a cleanup as they approach final completion.

TAP Funding for EE/Rollins S. sidewalk – We have submitted a TAP grant to provide funding for the construction cost for the S. side of Rollins sidewalk, with the idea that the funding would be added to the MoDOT project and they would completed engineering, bidding, and construction oversight of this work as part of their project as this is all the corridor for their section of roadway. There is only \$414K of TAP available in the district and they have 8 applications, so it will be a difficult task to win the limited funding this year.

Airport Runway Reconstruction – We have met with contractor, subs and engineer recently to get the final schedule of work set. The main runway 13-31 will be closed as of March 23rd with a projected reopening of Sept 20th. The crosswind runway, 5-23, will be closed from May 3rd to July 2nd. We have posted these dates at the airport so that pilots based there will have the opportunity to move their plane off-site temporarily during construction.

As you know, they will be milling out the full 5,000' x 100' main asphalt runway and incorporating the millings with a lime/Portland slurry for a base. The new runway will be shifted 330' to eliminate the displaced threshold we currently deal with. It will still be 5000' long, but only 75' and will be concrete. We will be getting new LED PAPI and runway lights as part of the project. It is a huge project, but we have been very happy with the contractor (ES&S) on past projects at the airport and other City projects.

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

- Manage all City of Moberly social media accounts, City's website.
- Created press releases and dispersed them to media outlets.
- Continued discussion regarding mural project on Fennell/JT Cross Building
- attended bi-weekly City Council meetings.
- Virtually attended BCBH Coalition Meeting at Randolph Co. Health Dept. and participating in coalition.
- Attended statewide COVID-19 coalition weekly meetings.
- Administering glass recycling grant.
 - tracking inappropriate dumping
 - working with other communities to allow usage of our bunker.
 - discussion regarding possible grant funding for a new loader at transfer station
- Correspondence with Omar Bradley EAA Chapter
 - Coordinating February EAA meeting and managing memberships.
- Photographed community projects.
- Continued work on adding Moberly events to the Missouri Bicentennial book
- Planning Bicentennial Event at 4th St. Theater
- Developing business plan for possible trolley purchase
- Met with Waste Management to discuss collection and communication concerns.
 - Continued work with Waste Management to divert customers to the Customer Experience telephone number.
 - Numerous conversations with Waste Management regarding addendums to current contract and facilitating glass pickup at transfer station.
- Created stormwater complaint forms.
- Assisted with stormwater manual meeting and follow ups.
- Address community members concerns/complaints received via website.
- Worked collaboratively with City Clerk's office to create board/commission manual.
- Attended workshop for Mo. Bicentennial celebration
- Grant workshop for Mo. Main Street grant funding opportunities.

There was one (1) grave lots sold; six (6) graves opened; and zero (0) monument permits sold during the month of February.

B. Planning & Zoning Commission

The Planning and Zoning Commission for the City of Moberly held a meeting on February 22, 2021.

1. Notice of a Public Hearing for a re-zoning application submitted by Bradley Kennedy for 500 Franklin St. and 410 Johnson St. from a B-2H to R-2. These properties are currently zoned B-2H (Central Business District/Historic Overlay).
2. Notice of Public Hearing for a re-zoning application submitted by Terrell Fugate for 401 and 411 Patton St. from R-1 to R-3. These properties are currently zoned as R-1(Single Family Residential District).
3. Notice of Public Hearing for a re-zoning application submitted by David Allen for 404 Allen St. from R-1 to R-3. This property is currently zoned R-1 (Single Family Residential District). **Pulled until March Meeting**
4. Notice of Public Hearing for a site plan review application submitted by David Allen for an apartment complex located at 404 Allen St. This property is currently zoned R-3 (Multifamily Dwelling District). **Pulled until March Meeting**
5. Notice of Public Hearing for a conditional use permit application submitted by Kyle Eagan for a proposed Air B&B located at 605 E Terrill Rd. This property is currently zoned R-2 (Two Family Residential District).
6. Notice of Public Hearing for a conditional use permit and a site plan review application submitted by Melissa Anderson for outdoor boat and RV storage located at 1150 S Morley St. This property is currently zoned B-3(General Commercial District). **Pulled until March Meeting**

C. Code Enforcement

Accessory Structures – Of the 130+ properties that were sent a notice for a deteriorated accessory building, approximately 35 people have responded so far. All of the response to this point has been positive with the people realizing that something needed to be done and most of them had intended to get something done with them already. Obviously the next 95 or so likely will not be that situation. Regardless, staff will stay on them for repair or removal, and we hope to see a positive overall impact on the appearance of neighborhoods.

Stamper Grain Bins – We have not heard or seen any change of the condition over there. The time frame for them to have it resolved is rapidly approaching with the March 15th deadline. I am still hopeful that the cars at least will be moved off property. We will send one last notice prior to beginning any efforts there.

Abatements – Please keep in mind the amount of abatement we have facing us in the coming budget. Numerous accessory buildings, demolitions of residential and commercial properties and general clean ups and mowing that will be needed this Spring/Summer. The current demo grant has gotten us over the hump where we can see light at the end of the tunnel, if we maintain a reasonable demo program every year, we can get ahead and stay ahead. The infill houses will help us with the ongoing taxes and utilities, much better than vacant lots that we end up mowing.

Month of February: Rick

- Completed 14 building inspections.
- Inspections continue on Plumrose facility building is about closed in, roofing continues, sheet rocking office areas, installing equipment.
- Condemned 311 Fulton property violations.
- Worked on organizing subdivision files.
- Worked on completing Cobblestone Creek Plats for recording.
- Post properties and worked on reports for P&Z and attended the meeting.
- Have been in contact with owner on cleanup of 530 Madison Ave.
- Attended pre bid and bid openings for 2nd round demolition.
- Worked on plan reviews for Plumrose changes.
- Cleaned out and organized storage area of City Hall.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and zoning matters.

Month of February: Karen

- 57 occupancy inspections and re-inspections.
- Returned phone calls.
- Inspections decreased due to 2 weeks of record cold below zero.
- Overall beginning to see more properties pass first time through.

Month of February: Aaron

February, a cold one for the books. In the Historic District there was no activity until the weather cleared off at the end, at that point several buildings began brick work. Permits slowed as the weather grew colder. Inspections continue and a few projects wrap up on the residential side. A couple more businesses were sent reminders to comply with zoning regulations and a few conversations with prospective businesses were had to discuss compliance. We continue to review the new codes to get a better understanding on what will be coming when we adopt the next round of codes. Planning and zoning was busy with steps necessary to stimulate some multi-family housing and other residential uses in the community. Plumrose continues to move forward and making large strides each week. The demolition grant took a pause as weather prohibited finishing the first 23 lots with grading and seeding of grounds. The 30 houses of the second round began progress toward a green light. The remaining 12 properties were contacted, and we now have 8 ready to proceed with a final round bringing the total to 61 houses. We have touched base with about 30 of the 120 accessory building properties and continue to field calls weekly. Also, at the conclusion of February, the Moberly Inn had a frozen line that damaged several parts of the building and have set them backwards in progress. I am detailing conditions and current progress in March to prepare for the next step. Progress as of December was about 50% and likely less than 40% currently with the water damage and warm climate to jump start mold development again.

City of Moberly - Street Department

Feb-21

MAINTENANCE FACILITY

	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	2	0	115	0	\$0.00

Sand, Salt, & Geomelt Mixing	16	0	0	306	\$0.00
Tub Grinder Operation	4	0	0	0	\$0.00
Winter Weather Equipment Preparations	158	0	0	0	\$0.00
ROADS & ALLEYWAYS					
	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	37	0	0	8	\$0.00
Catch Basin Maintenance	24	0	3	0	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	0	0	0	0	\$0.00
Culvert Installation	0	0	0	0	\$0.00
Curb Repair	0	0	0	0	\$0.00
Ditch Maintenance	10	0	0	0	\$0.00
Ice & Snow Removal	916.5	0	143	532	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	0	0	0	0	\$0.00
Rock Loaded/Hauled	0	0	0	0	\$0.00
Street Repair & Maintenance	104	0	4	4.5	\$0.00
Street Sign Maintenance	70	0	0	0	\$0.00
Street Sweeper Operation	72	0	21	0	\$0.00
Street Sweepings Hauled To Disposal	28	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	40	0	4	0	\$0.00
Weedeating & Brush Removal, Streets	74	0	0	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	0	0	0	0	\$0.00
Mowing, City Lots	0	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	6	0	0	0	\$0.00
Sidewalk Maintenance	24	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	14	0	41	0	\$0.00
Trash Removal & Clean-Up, All Wards	0	0	0	0	\$0.00
FACILITIES & EQUIPMENT MAINTENANCE					
	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	38	0	0	0	\$0.00
Building Maintenance	16	0		0	\$0.00

Cemetery Maintenance	64	0	0	0	\$0.00
Grounds Maintenance	16	0	0	0	\$0.00
Landfill Maintenance	0	0	0	0	\$0.00
Maintenance Facility Maintenance	24	0	0	0	\$0.00
Wash Trucks & Equipment	80	0	0	0	\$0.00
MATERIALS PURCHASED					
	Loads	Tons	Cubic Yards	Gallons	Cost
Asphalt	0	0	0	0	\$0.00
Road Marking Paint, White	0	0	0	0	\$0.00
Road Marking Paint, Yellow	0	0	0	0	\$0.00
Salt	0	0	0	0	\$0.00
Sand	0	0	0	0	\$0.00
MECHANIC WORK PERFORMED					
	Units	Hours			
Routine Service	8	20			
Maintenance And Repair	11	33			

City of *Moberly!*

To: Moberly City Council; Brian Crane, City Manager

From: Greg Hodge, Director of Finance *GH*

Subject: Monthly Report – February 2021

General Information

- ✦ Sales and use tax revenues remain well ahead of last year with the exception of the Downtown CID, which is down approximately 1.5%.
- ✦ The purchase of Advanced Disposal by Waste Management (WM) in October 2020 has promised a transition to the WM business practices. The transition began in early February and was fairly smooth by the end of the month. The entire team at WM have been very easy to work with and give the impression that they are on top of the transition. Questions are answered in a timely and complete manner and they are willing to listen to our ideas regarding billing and reporting. All customer service inquiries will route to a call center in Chicago, who will update the Water Office staff with changes to customer accounts. It seems to be working thus far with numerous bumps, but improvement was being made by the end of February.
- ✦ We had the MIRMA annual evaluation on February 18 and received a 93% score, down from last years 96% due primarily to the lack of Safety Committee meetings. With staff out due to COVID restrictions, meetings were nearly impossible, but we will work hard to get back to regular meetings in 2021.

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	+8.45%	Parks	+8.70%	Capital Improvement	+8.70%
Transportation	+8.68%	Use Tax	+29.45%	Downtown CID	-1.47%

Employee Health Insurance

Health claims	\$50,166.84	Pharmaceutical claims	\$24,015.22
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Health Insurance Budgeted Line Items (**.***.5103)

<u>Contribution This Month</u>	<u>Contributions YTD</u>	<u>Budget</u>	<u>Remaining</u>
\$114,859.71	\$932,409.38	\$1,571,565.88	\$639,156.50

Health Trust Fund Cash Balance

	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
July	\$868,756.32	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58	\$350,783.18
August	\$874,161.89	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52	\$353,291.19
September	\$974,093.54	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95	\$358,230.40
October	\$946,611.09	\$1,008,278.61	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66	\$361,082.82
November	\$983,197.01	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25	\$359,913.42
December	\$999,278.76	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89	\$341,280.69
January	\$1,000,000.00	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79	\$436,448.97
February	\$996,307.51	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27	\$462,855.81
March	\$1,000,000.00	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37	
April	\$880,223.00	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28	
May	\$899,497.24	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95	\$309,247.58	
June	\$911,402.69	\$1,000,000.00	\$807,724.83	\$569,163.71	\$512,223.04	\$360,812.59	

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

February 2021

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

Gregory L. Hodge, City Treasurer

City of Moberly Cash Balance Report - February 2021

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,868,678.56	539,095.92	-	699,984.27	20,833.33	1,686,956.88
102	Non-Resident Lodging Tax	157,979.64	8,886.78	-	7,083.84	-	159,782.58
105	Payroll	537,439.00	30.11	-	670.37	-	536,798.74
110	Solid Waste	635,808.86	90,636.17	-	81,318.30	-	645,126.73
114	Heritage Hills Golf Course	-	2,310.96	4,607.04	6,918.00	-	-
115	Parks and Recreation	13,754.34	17,344.28	95,607.38	112,276.66	-	14,429.34
116	Park Sales Tax	727,227.54	194,688.55	-	-	100,214.42	821,701.67
120	Airport	(63,745.00)	5,223.88	-	18,786.13	-	(77,307.25)
125	Perpetual Care Cemetery Sales	21,061.23	5,000.00	-	-	-	26,061.23
126	Perpetual Care Cemetery Investment	474,218.27	27.75	-	-	-	474,246.02
137	Use Tax Trust	248,755.04	13.94	-	-	-	248,768.98
140	Veterans Memorial Flag Project	44,878.51	102.51	-	-	-	44,981.02
141	Community Betterment	4,862.59	-	-	-	-	4,862.59
300	Utilities Collection	-	438,474.95	-	27,768.36	410,706.59	-
301	Utilities Operation and Maintenance	59,859.68	-	226,921.04	226,921.04	-	59,859.68
302	Utilities Replacement	685,292.58	-	4,125.00	18,782.00	-	670,635.58
303	Utilities Operating Reserve	1,571,030.91	129.78	67,807.97	9,400.79	-	1,629,567.87
306	Utilities Consumer Security	206,510.13	265.00	-	-	-	206,775.13
307	Sugar Creek Lake Fund	58,870.58	253.30	-	-	-	59,123.88
377	2004B SRF Bonds Debt Service	1,102,440.42	61.77	43,150.05	37,357.75	-	1,108,294.49
378	2006A SRF Bonds Debt Service	1,606,486.40	90.01	36,862.81	27,567.47	-	1,615,871.75
379	2004C Bond Debt Service	85,831.47	4.81	29,710.00	26,550.18	-	88,996.10
380	2008A Bonds Debt Service	73,847.69	4.14	15,133.02	37,892.77	-	51,092.08
381	ESP Projects Debt Service	71,488.05	-	31,839.72	-	-	103,327.77
Escrow		1,017,859.66	-	-	-	-	1,017,859.66
Total CWWSS (funds 300-381 + escrow)		6,539,517.57	439,283.76	455,549.61	412,240.36	410,706.59	6,611,403.99
304	Capital Improvement Trust	1,163,079.21	103,865.56	-	27,571.05	58,287.46	1,181,086.26

City of Moberly Cash Balance Report - February 2021

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
400	911 Emergency Telephone	148,265.17	101.25	20,833.33	30,977.77	-	138,221.98
406	Inmate Security Fund	13,703.70	78.77	-	-	-	13,782.47
408	Police Forfeiture Fund	4,320.59	-	-	-	-	4,320.59
600	Transportation Trust	572,825.03	166,004.88	-	313,508.12	-	425,321.79
601	Street Improvement	334,225.27	281,168.55	-	25,138.59	-	590,255.23
900	MODAG Grant/Loan	21,792.94	1.22	-	-	-	21,794.16
901	Misc. Project Residuals	150,068.59	8.40	-	-	-	150,076.99
903	Ameren MO Solar Rebates	362,670.00	-	-	-	-	362,670.00
904	Hometown Strong Fund	290,000.00	-	-	-	-	290,000.00
905	ICSC/Buxton Scholarship	11,627.15	0.65	-	-	-	11,627.80
908	Railcar Preservation Fund	587.45	0.04	-	-	-	587.49
909	Lucille Manor CDBG Reimbursement	220,815.57	1,914.47	-	-	-	222,730.04
911	Downtown CID Sales Tax	31,682.13	4,772.68	-	1,701.27	-	34,753.54
912	Downtown CID Property Tax	391,018.10	21.91	-	10,275.00	879.40	379,885.61
914	Downtown NID Cost of Issuance	46,000.00	-	-	-	-	46,000.00
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	57,295.36	-	14,323.84	-	-	71,619.20
995	Health Trust	436,448.97	145,395.99	-	118,989.15	-	462,855.81
995	Investments	-	-	-	-	-	-
Total Health Trust		436,448.97	145,395.99	-	118,989.15	-	462,855.81
Total Cash		17,120,861.38	2,005,978.98	590,921.20	1,867,438.88	590,921.20	17,259,401.48
Less Escrow Accounts		(1,016,643.73)	-	-	-	-	(1,016,643.73)
Less Investments		-	-	-	-	-	-
Net Cash per Bank Cash Report		16,104,217.65	2,005,978.98	590,921.20	1,867,438.88	590,921.20	16,242,757.75

City of Moberly Budget Comparison Report - February 2021

#17.

		Percentage of Year Completed								66.67%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	539,095.92	5,996,467.80	7,971,000.94	75.23%	723,106.12	5,416,531.45	7,971,000.94	67.95%	
102	Non-Resident Lodging Tax	8,886.78	64,480.46	93,800.00	68.74%	7,083.84	59,997.09	93,800.00	63.96%	
105	Payroll	30.11	271.38	0.00	0.00%	-120.37	3,771.49	0.00	0.00%	
110	Solid Waste	90,636.17	725,447.90	1,075,500.00	67.45%	81,421.02	677,699.37	1,053,050.25	64.36%	
114	Heritage Hills Golf Course	6,918.00	305,952.45	245,000.00	124.88%	6,918.00	305,952.45	245,000.00	124.88%	
115	Parks and Recreation	112,951.66	1,156,239.13	1,849,358.68	62.52%	112,951.66	1,156,239.13	1,849,358.68	62.52%	
116	Park Sales Tax	194,688.55	1,025,551.35	1,235,750.00	82.99%	100,214.42	713,397.70	1,232,058.68	57.90%	
120	Airport	5,223.88	572,563.21	6,718,363.61	8.52%	21,036.13	491,975.00	6,718,363.61	7.32%	
125	Perpetual Care Cemetery Sales	5,000.00	19,000.00	20,000.00	95.00%	0.00	0.00	20,000.00	0.00%	
126	Perpetual Care Cemetery Investment	27.75	246.02	24,750.00	0.99%	0.00	0.00	4,750.00	0.00%	
140	Veterans Memorial Flag Project	102.51	6,150.91	3,450.00	178.29%	0.00	1,186.50	2,500.00	47.46%	
300	Utilities Collection	438,474.95	4,018,497.23	5,901,662.80	68.09%	429,122.16	4,009,763.65	5,901,662.80	67.94%	
301	Utilities Operation and Maintenance	226,921.04	2,150,479.93	4,314,196.79	49.85%	226,921.04	2,150,479.93	4,314,196.79	49.85%	
302	Utilities Replacement	4,125.00	33,000.00	49,000.00	67.35%	18,782.00	18,782.00	0.00	0.00%	
303	Utilities Operating Reserve	67,937.75	793,709.61	269,817.91	294.16%	9,400.79	323,252.79	174,206.14	185.56%	
304	Capital Improvement Trust	103,865.56	864,345.27	1,140,750.00	75.77%	85,858.51	797,350.48	1,942,141.24	41.06%	
307	Sugar Creek Lake Fund	253.30	1,936.70	1,400.00	138.34%	0.00	0.00	0.00	0.00%	
377	2004B SRF Bonds Debt Service	43,211.82	345,748.31	528,800.60	65.38%	37,357.75	311,258.61	471,818.75	65.97%	
378	2006A SRF Bonds Debt Service	36,952.82	295,693.19	457,353.72	64.65%	27,567.47	231,791.92	403,412.50	57.46%	
379	2004C Bond Debt Service	29,714.81	237,721.23	357,070.00	66.58%	26,550.18	219,784.41	325,200.00	67.58%	
380	2008A Bonds Debt Service	15,137.16	121,094.39	182,146.24	66.48%	37,892.77	121,130.41	165,769.30	73.07%	
381	ESP Projects Debt Service	31,839.72	273,370.41	0.00	0.00%	0.00	166,385.83	0.00	0.00%	
400	911 Emergency Telephone	20,934.58	451,696.86	582,050.00	77.60%	30,977.77	333,818.78	566,908.93	58.88%	
406	Inmate Security Fund	78.77	427.29	1,300.00	32.87%	0.00	0.00	0.00	0.00%	
600	Transportation Trust	166,004.88	2,181,817.10	2,462,350.00	88.61%	313,508.12	3,289,982.77	2,969,600.00	110.79%	
601	Street Improvement	281,168.55	510,702.52	390,000.00	130.95%	25,138.59	555,211.19	605,850.00	91.64%	
903	Ameren MO Solar Rebates		0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
904	Hometown Strong Fund		290,000.00	0.00	0.00%	0.00	0.00	0.00	0.00%	

City of Moberly Budget Comparison Report - February 2021

#17.

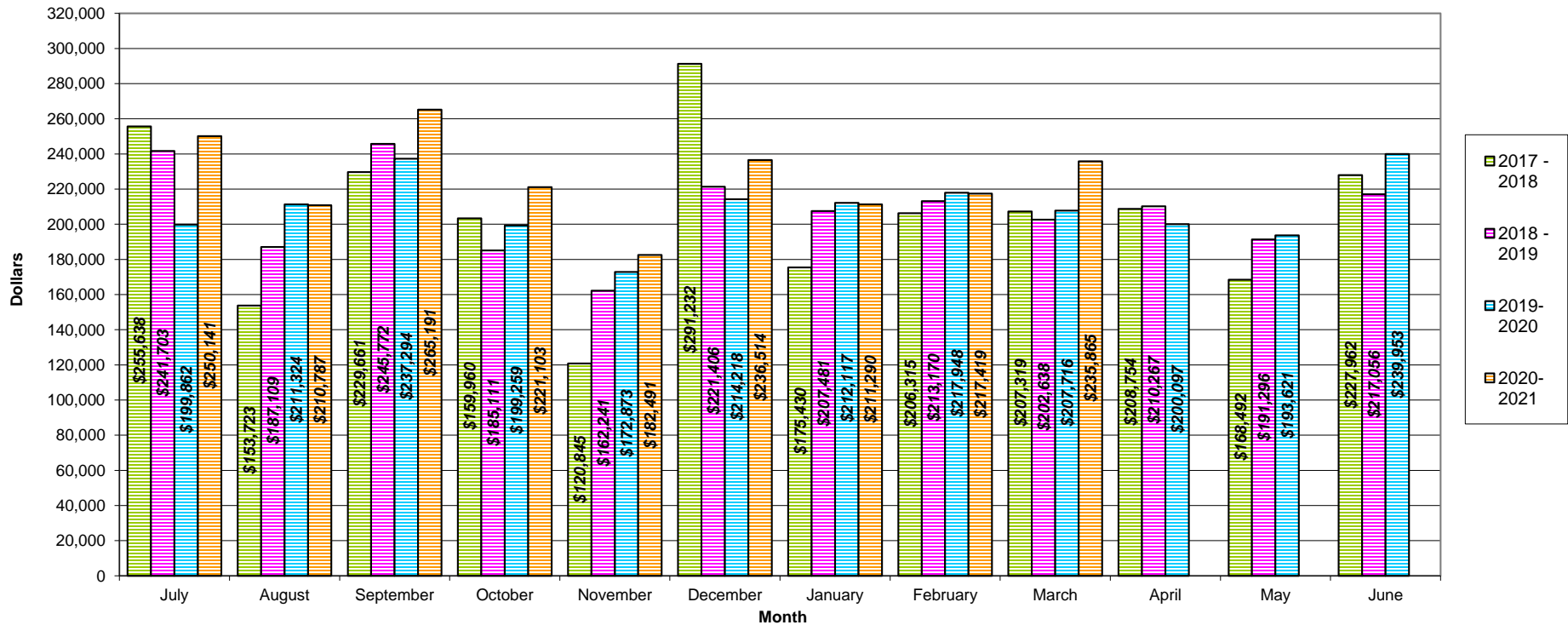
		Percentage of Year Completed							66.67%
		Revenues				Expenditures			
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget
905	ICSC/Buxton Scholarship	0.65	5,005.23	0.00	0.00%	0.00	0.00	0.00	0.00%
908	Railcar Preservation Fund	0.04	0.30	0.00	0.00%	0.00	0.00	0.00	0.00%
909	Lucille Manor CDBG Reimbursement	1,914.47	15,324.31	24,825.20	61.73%	0.00	0.00	0.00	0.00%
911	Downtown CID Sales Tax	4,772.68	36,960.12	56,500.00	65.42%	1,701.27	30,393.30	56,000.00	54.27%
912	Downtown CID Property Tax	21.91	212,481.81	271,000.00	78.41%	11,154.40	46,971.50	269,500.00	17.43%
914	Downtown NID Cost of Issuance	0.00	46,000.00	0.00	0.00%	0.00	0.00	0.00	0.00%
915	Downtown NID Street Projects	0.00	137,005.59	0.00	0.00%	0.00	0.00	0.00	0.00%
916	Downtown NID Sewer Projects	0.00	1,516,994.41	0.00	0.00%	0.00	0.00	0.00	0.00%
918	Downtown NID Debt Service	14,323.84	71,619.20	0.00	0.00%	0.00	0.00	0.00	0.00%
995	Health Trust	145,395.99	1,228,157.85	0.00	0.00%	118,989.15	1,126,114.63	0.00	0.00%
TOTALS		2,596,611.62	25,712,159.47	36,227,196.49	70.97%	2,453,532.79	22,559,222.38	37,356,148.61	60.39%

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

#17.

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.44%	\$255,638	22.82%	22.82%	9.73%	\$241,703	-5.45%	-5.45%	7.97%	\$199,862	-17.31%	-17.31%	12.32%	\$250,141	25.16%	25.16%
August	6.28%	\$153,723	-3.98%	11.17%	7.53%	\$187,109	21.72%	4.75%	8.43%	\$211,324	12.94%	-4.11%	10.38%	\$210,787	-0.25%	12.10%
September	9.38%	\$229,661	-6.04%	4.31%	9.89%	\$245,772	7.02%	5.57%	9.47%	\$237,294	-3.45%	-3.87%	13.06%	\$265,191	11.76%	11.97%
October	8.30%	\$203,337	4.47%	4.35%	7.45%	\$185,111	-8.96%	2.06%	7.95%	\$199,259	7.64%	-1.39%	10.89%	\$221,103	10.96%	11.73%
November	4.94%	\$120,845	-16.62%	1.15%	6.53%	\$162,241	34.26%	6.10%	6.90%	\$172,873	6.55%	-0.13%	8.99%	\$182,491	5.56%	10.69%
December	11.89%	\$291,232	49.86%	9.41%	8.91%	\$221,406	-23.98%	-0.88%	8.55%	\$214,218	-3.25%	-0.68%	11.65%	\$236,514	10.41%	10.64%
January	7.16%	\$175,430	-27.94%	2.87%	8.35%	\$207,481	18.27%	1.47%	8.46%	\$212,117	2.23%	-0.27%	10.40%	\$211,290	-0.39%	9.02%
February	8.43%	\$206,315	17.51%	4.51%	8.58%	\$213,170	3.32%	1.70%	8.70%	\$217,948	2.24%	0.05%	10.71%	\$217,419	-0.24%	7.81%
March	8.47%	\$207,319	2.25%	4.25%	8.15%	\$202,638	-2.26%	1.25%	8.29%	\$207,716	2.51%	0.32%	11.61%	\$235,865	13.55%	8.45%
April	8.53%	\$208,754	10.15%	4.82%	8.46%	\$210,267	0.72%	1.20%	7.98%	\$200,097	-4.84%	-0.20%	0.00%			
May	6.88%	\$168,492	-4.09%	4.09%	7.70%	\$191,296	13.53%	2.14%	7.73%	\$193,621	1.22%	-0.08%	0.00%			
June	9.31%	\$227,962	20.91%	5.45%	8.73%	\$217,056	-4.78%	1.49%	9.57%	\$239,953	10.55%	0.85%	0.00%			
Total	100.00%	\$2,448,705			100.00%	\$2,485,248			100.00%	\$2,506,282			100.00%	\$2,030,800		

Annual Comparison by Month

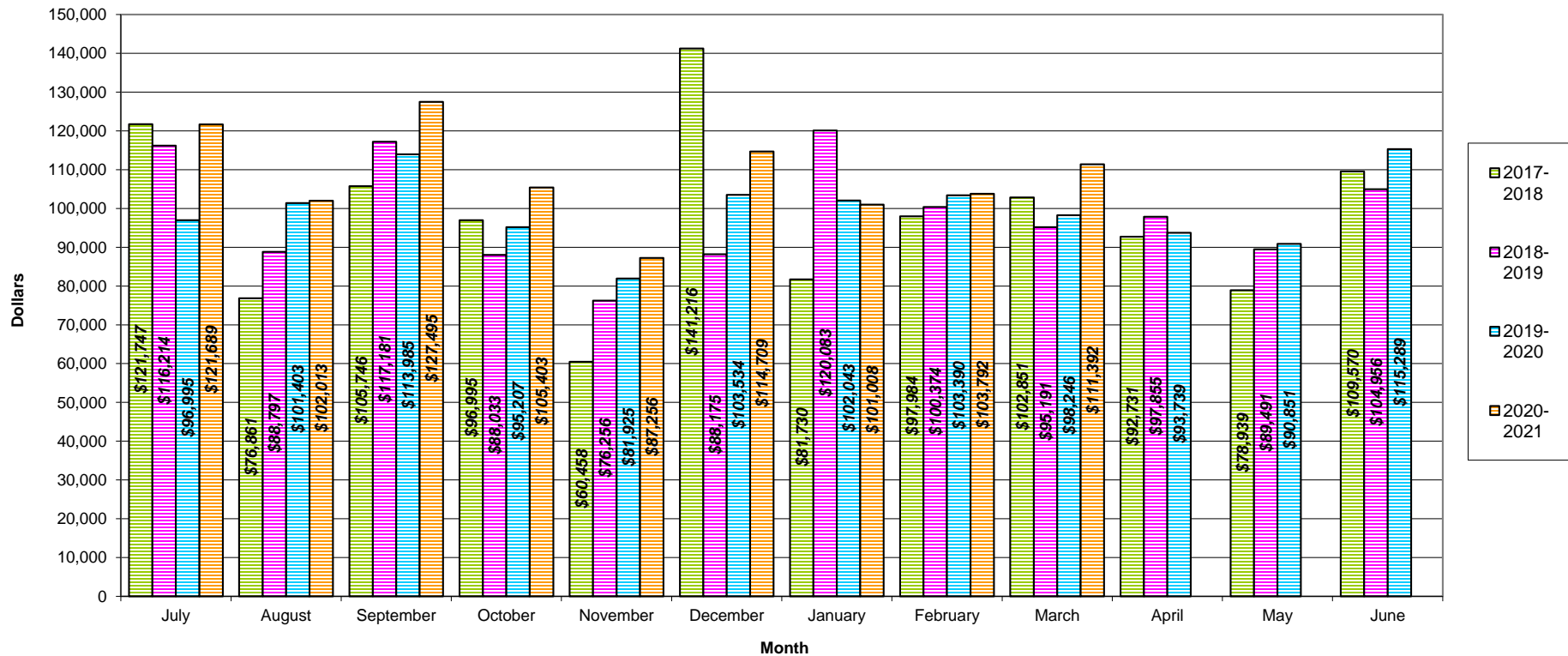


City of Moberly
One-Half Percent (1/2%) Parks Fund Sales Tax Analysis

#17.

	2017-2018				2018-2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,747	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	12.48%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	10.47%	\$102,013	0.60%	12.75%
September	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	13.08%	\$127,495	11.85%	12.42%
October	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,033	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	10.81%	\$105,403	10.71%	12.02%
November	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	8.95%	\$87,256	6.51%	11.10%
December	12.10%	\$141,216	52.62%	9.54%	7.46%	\$88,175	-37.56%	-4.70%	8.65%	\$103,534	17.42%	3.20%	11.77%	\$114,709	10.79%	11.05%
January	7.00%	\$81,730	-29.92%	2.64%	10.15%	\$120,083	46.93%	1.46%	8.53%	\$102,043	-15.02%	0.05%	10.36%	\$101,008	-1.01%	9.28%
February	8.40%	\$97,984	12.39%	3.77%	8.49%	\$100,374	2.44%	1.58%	8.64%	\$103,390	3.00%	0.42%	10.65%	\$103,792	0.39%	8.13%
March	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,191	-7.45%	0.53%	8.21%	\$98,246	3.21%	0.72%	11.43%	\$111,392	13.38%	8.70%
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,855	5.53%	1.01%	7.83%	\$93,739	-4.21%	0.23%	0.00%			
May	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.93%	7.59%	\$90,851	1.52%	0.34%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.35%	9.63%	\$115,289	9.85%	1.18%	0.00%			
Total	100.00%	\$1,166,827			100.00%	\$1,182,605			100.00%	\$1,196,607			100.00%	\$974,757		

Annual Comparison by Month

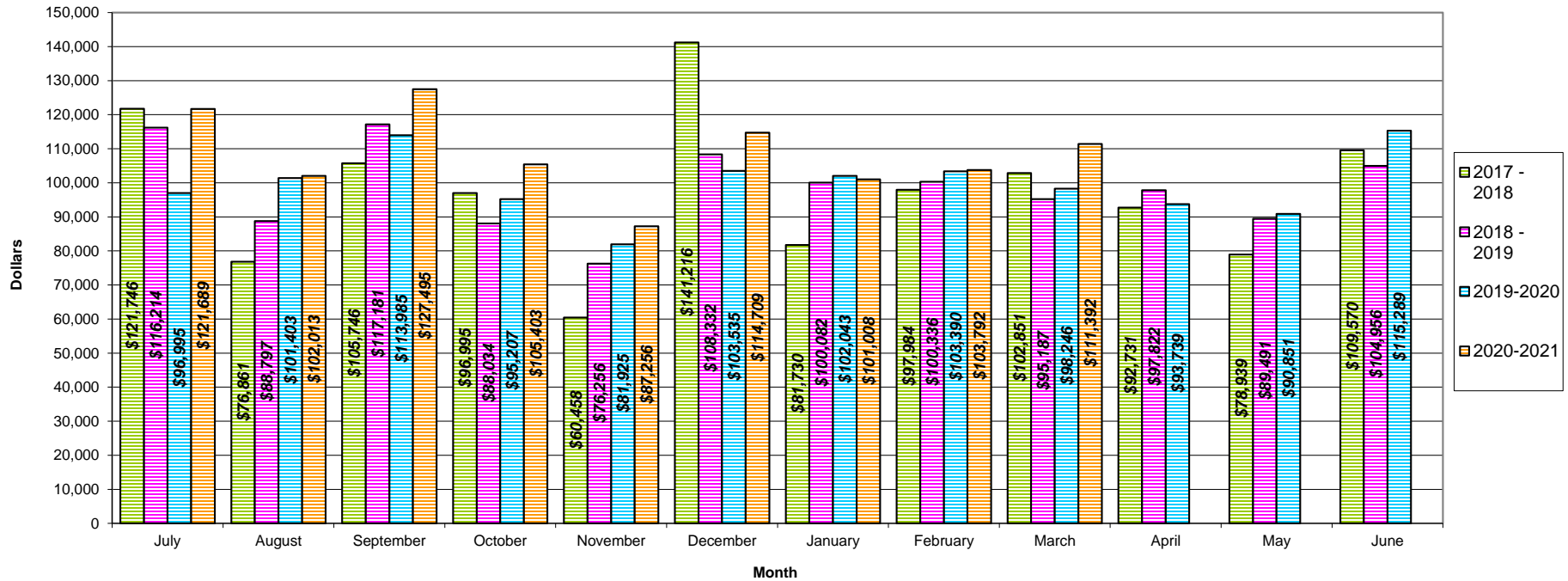


City of Moberly
One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis

#17.

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	12.48%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	10.47%	\$102,013	0.60%	12.75%
September	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	13.08%	\$127,495	11.85%	12.42%
October	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,034	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	10.81%	\$105,403	10.71%	12.02%
November	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	8.95%	\$87,256	6.51%	11.10%
December	12.10%	\$141,216	52.62%	9.54%	9.16%	\$108,332	-23.29%	-1.36%	8.65%	\$103,535	-4.43%	-0.30%	11.77%	\$114,709	10.79%	11.05%
January	7.00%	\$81,730	-29.92%	2.64%	8.46%	\$100,082	22.45%	1.48%	8.53%	\$102,043	1.96%	0.03%	10.36%	\$101,008	-1.01%	9.28%
February	8.40%	\$97,984	12.39%	3.77%	8.48%	\$100,336	2.40%	1.60%	8.64%	\$103,390	3.04%	0.41%	10.65%	\$103,792	0.39%	8.13%
March	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,187	-7.45%	0.55%	8.21%	\$98,246	3.21%	0.71%	11.43%	\$111,392	13.38%	8.70%
April	7.95%	\$92,731	-2.14%	4.46%	8.27%	\$97,822	5.49%	1.01%	7.83%	\$93,739	-4.17%	0.23%	0.00%			
May	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.94%	7.59%	\$90,851	1.52%	0.33%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.36%	9.63%	\$115,289	9.85%	1.18%	0.00%			
Total	100.00%	\$1,166,827			100.00%	\$1,182,688			100.00%	\$1,196,609			100.00%	\$974,758		

Annual Comparison by Month

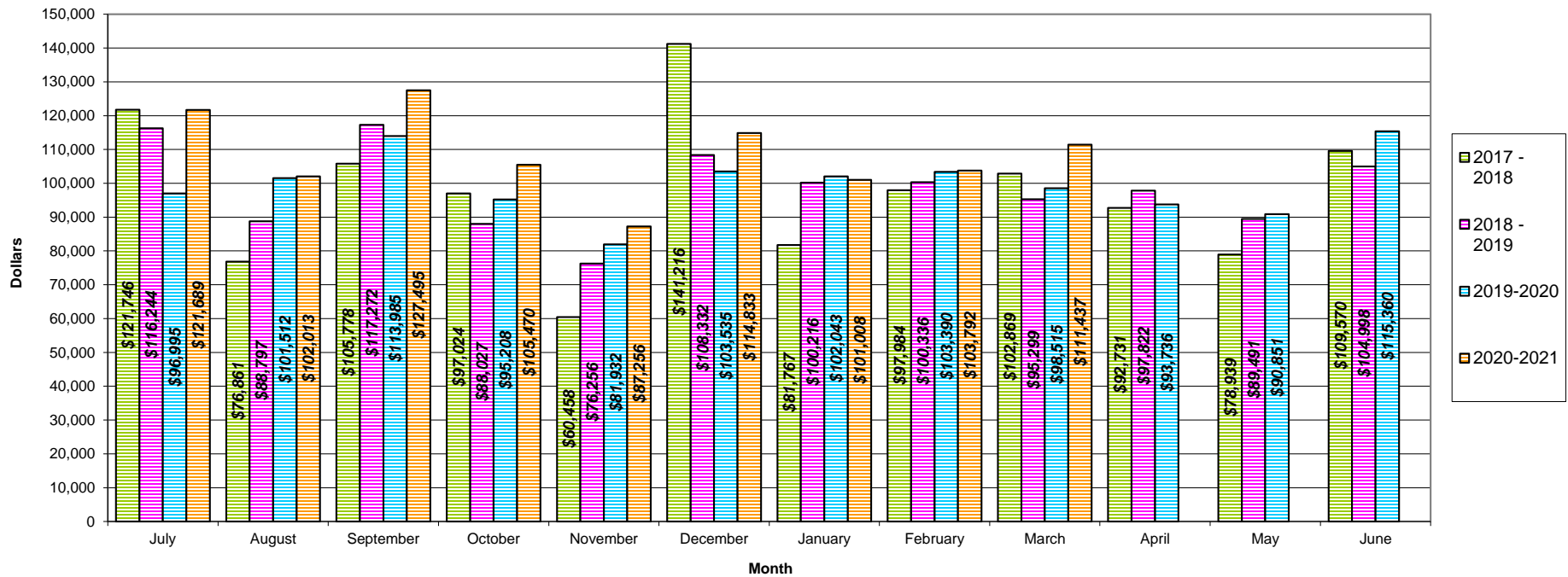


City of Moberly
One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis

#17.

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,244	-4.52%	-4.52%	8.10%	\$96,995	-16.56%	-16.56%	12.48%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.21%	9.92%	7.51%	\$88,797	15.53%	3.24%	8.48%	\$101,512	14.32%	-3.19%	10.46%	\$102,013	0.49%	12.69%
September	9.06%	\$105,778	-7.18%	3.31%	9.91%	\$117,272	10.87%	5.89%	9.52%	\$113,985	-2.80%	-3.05%	13.08%	\$127,495	11.85%	12.39%
October	8.31%	\$97,024	5.26%	3.77%	7.44%	\$88,027	-9.27%	2.22%	7.95%	\$95,208	8.16%	-0.64%	10.82%	\$105,470	10.78%	12.01%
November	5.18%	\$60,458	-15.16%	0.83%	6.45%	\$76,256	26.13%	5.35%	6.84%	\$81,932	7.44%	0.62%	8.95%	\$87,256	6.50%	11.09%
December	12.10%	\$141,216	52.62%	9.53%	9.16%	\$108,332	-23.29%	-1.35%	8.65%	\$103,535	-4.43%	-0.30%	11.78%	\$114,833	10.91%	11.06%
January	7.01%	\$81,767	-29.89%	2.64%	8.47%	\$100,216	22.56%	1.50%	8.52%	\$102,043	1.82%	0.01%	10.36%	\$101,008	-1.01%	9.29%
February	8.40%	\$97,984	12.36%	3.76%	8.48%	\$100,336	2.40%	1.62%	8.64%	\$103,390	3.04%	0.39%	10.65%	\$103,792	0.39%	8.13%
March	8.82%	\$102,869	12.52%	4.71%	8.06%	\$95,299	-7.36%	0.57%	8.23%	\$98,515	3.37%	0.71%	11.43%	\$111,437	13.12%	8.68%
April	7.95%	\$92,731	-2.14%	4.46%	8.27%	\$97,822	5.49%	1.04%	7.83%	\$93,736	-4.18%	0.23%	0.00%			
May	6.76%	\$78,939	-8.28%	3.39%	7.56%	\$89,491	13.37%	1.96%	7.59%	\$90,851	1.52%	0.33%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,998	-4.17%	1.38%	9.64%	\$115,360	9.87%	1.18%	0.00%			
Total	100.00%	\$1,166,944			100.00%	\$1,183,089			100.00%	\$1,197,062			100.00%	\$974,993		

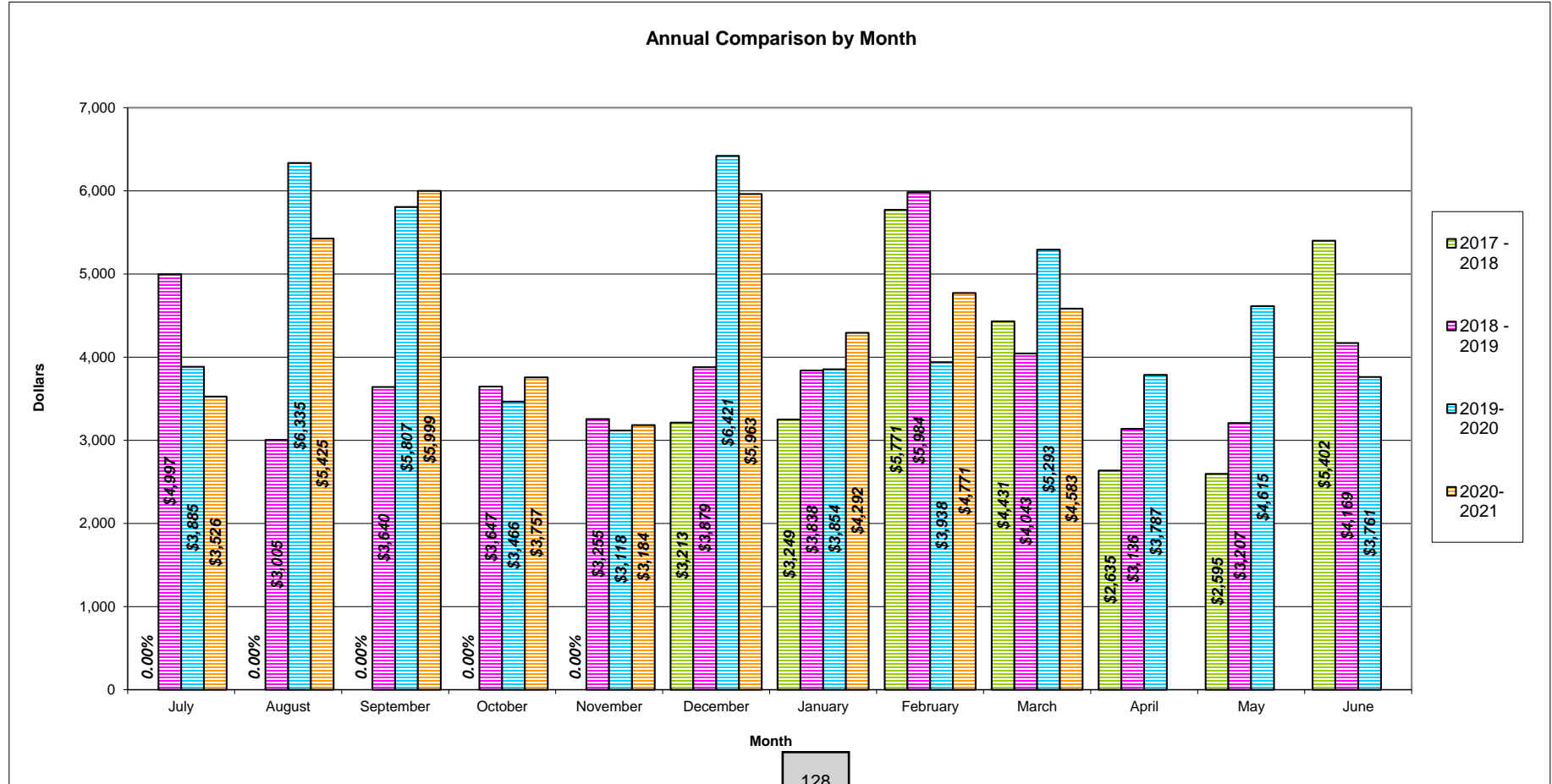
Annual Comparison by Month



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

#17.

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	NA	NA	NA	NA	10.68%	\$4,997	NA	NA	7.16%	\$3,885	-22.25%	-22.25%	8.50%	\$3,526	-9.24%	-9.24%
August	NA	NA	NA	NA	6.42%	\$3,005	NA	NA	11.67%	\$6,335	110.82%	27.72%	13.07%	\$5,425	-14.37%	-12.42%
September	NA	NA	NA	NA	7.78%	\$3,640	NA	NA	10.70%	\$5,807	59.53%	37.67%	14.46%	\$5,999	3.32%	-6.72%
October	NA	NA	NA	NA	7.79%	\$3,647	NA	NA	6.39%	\$3,466	-4.97%	27.50%	9.05%	\$3,757	8.39%	-4.03%
November	NA	NA	NA	NA	6.96%	\$3,255	NA	NA	5.75%	\$3,118	-4.21%	21.93%	7.67%	\$3,184	2.09%	-3.19%
December	11.77%	\$3,213	NA	NA	8.29%	\$3,879	20.72%	20.72%	11.83%	\$6,421	65.55%	29.48%	14.37%	\$5,963	-7.14%	-4.06%
January	11.90%	\$3,249	NA	NA	8.20%	\$3,838	18.14%	19.42%	7.10%	\$3,854	0.40%	25.23%	10.34%	\$4,292	11.36%	-2.25%
February	21.14%	\$5,771	NA	NA	12.79%	\$5,984	3.69%	12.00%	7.26%	\$3,938	-34.19%	14.20%	11.50%	\$4,771	21.14%	0.25%
March	16.23%	\$4,431	NA	NA	8.64%	\$4,043	-8.74%	6.48%	9.75%	\$5,293	30.90%	16.06%	11.04%	\$4,583	-13.42%	-1.47%
April	9.65%	\$2,635	NA	NA	6.70%	\$3,136	19.03%	8.20%	6.98%	\$3,787	20.74%	16.44%	0.00%			
May	9.51%	\$2,595	NA	NA	6.85%	\$3,207	23.58%	10.02%	8.50%	\$4,615	43.88%	18.50%	0.00%			
June	19.79%	\$5,402	NA	NA	8.91%	\$4,169	-22.83%	3.52%	6.93%	\$3,761	-9.77%	15.98%	0.00%			
Total	100.00%	\$27,296			100.00%	\$46,801			100.00%	\$54,280			100.00%	\$41,499		

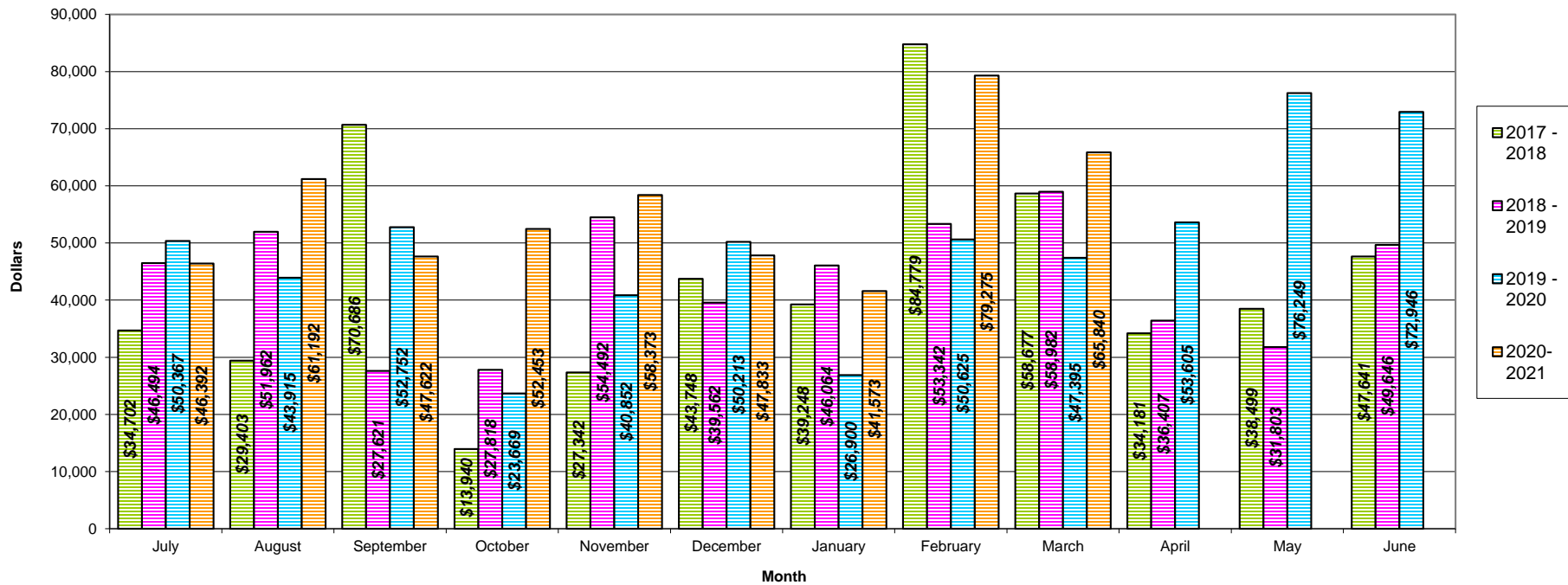


City of Moberly
Two & One-Half Percent (2-1/2%) Use Tax Analysis

#17.

	2017 - 2018				2018 - 2019				2019 - 2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	6.64%	\$34,702	-23.47%	-23.47%	8.87%	\$46,494	33.98%	33.98%	8.54%	\$50,367	8.33%	8.33%	9.27%	\$46,392	-7.89%	-7.89%
August	5.62%	\$29,403	-32.61%	-27.95%	9.91%	\$51,962	76.73%	53.59%	7.45%	\$43,915	-15.49%	-4.24%	12.22%	\$61,192	39.34%	14.11%
September	13.52%	\$70,686	78.65%	4.86%	5.27%	\$27,621	-60.92%	-6.46%	8.95%	\$52,752	90.99%	16.62%	9.51%	\$47,622	-9.73%	5.56%
October	2.67%	\$13,940	-55.83%	-7.10%	5.31%	\$27,818	99.55%	3.47%	4.02%	\$23,669	-14.91%	10.92%	10.48%	\$52,453	121.61%	21.65%
November	5.23%	\$27,342	-24.85%	-10.39%	10.40%	\$54,492	99.30%	18.35%	6.93%	\$40,852	-25.03%	1.52%	11.66%	\$58,373	42.89%	25.75%
December	8.37%	\$43,748	21.34%	-5.47%	7.55%	\$39,562	-9.57%	12.80%	8.52%	\$50,213	26.92%	5.57%	9.56%	\$47,833	-4.74%	19.90%
January	7.51%	\$39,248	-11.40%	-6.42%	8.79%	\$46,064	17.37%	13.49%	4.56%	\$26,900	-41.60%	-1.82%	8.31%	\$41,573	54.55%	23.13%
February	16.21%	\$84,779	19.54%	-1.12%	10.18%	\$53,342	-37.08%	1.02%	8.59%	\$50,625	-5.09%	-2.32%	15.84%	\$79,275	56.59%	28.12%
March	11.22%	\$58,677	26.62%	2.14%	11.25%	\$58,982	0.52%	0.95%	8.04%	\$47,395	-19.65%	-4.84%	13.15%	\$65,840	38.92%	29.45%
April	6.54%	\$34,181	10.17%	2.72%	6.95%	\$36,407	6.51%	1.38%	9.09%	\$53,605	47.24%	-0.55%	0.00%			
May	7.36%	\$38,499	-13.29%	1.21%	6.07%	\$31,803	-17.39%	-0.14%	12.93%	\$76,249	139.75%	8.85%	0.00%			
June	9.11%	\$47,641	28.48%	3.21%	9.47%	\$49,646	4.21%	0.26%	12.37%	\$72,946	46.93%	12.46%	0.00%			
Total	100.00%	\$522,845			100.00%	\$524,193			100.00%	\$589,488			100.00%	\$500,553		

Annual Comparison by Month



City of Moberly Health Plan Trust
Comparative Profit & Loss Statement
February 2021

<u>Income</u>		<u>July 2020-February 2021</u>	<u>July 2019-February 2020</u>	<u>\$ Change</u>	<u>% Change</u>
4900	Miscellaneous	7,048.00	6,789.79	258.21	3.80%
4901	Interest Income	186.47	12,702.06	(12,515.59)	-98.53%
4950	Employer Contributions	932,409.38	923,748.39	8,660.99	0.94%
4951	Employee Contributions	184,024.74	136,719.81	47,304.93	34.60%
4952	Employee Cobra Payments	9,243.53	5,930.59	3,312.94	55.86%
4953	Reinsurance Refunds	92,295.73	137,864.89	(45,569.16)	-33.05%
4954	Employee Buy-up Premiums	<u>2,950.00</u>	<u>0.00</u>	<u>2,950.00</u>	<u>0.00%</u>
Total Income		1,228,157.85	1,223,755.53	4,402.32	0.36%
 <u>Expenditures</u>					
5406	Contracted Services	1,000.00	1,000.00	0.00	0.00%
5806	Miscellaneous	3,000.00	0.00	3,000.00	100.00%
5817	Bank Fees	515.83	416.92	98.91	23.72%
5850	Health Claims Paid	579,899.89	902,549.11	(322,649.22)	-35.75%
5851	Pharmaceuticals	212,998.46	228,675.63	(15,677.17)	-6.86%
5852	Reinsurance Premiums	233,287.46	213,625.22	19,662.24	9.20%
5853	Life Insurance Premiums	16,405.38	20,896.37	(4,490.99)	-21.49%
5854	Medical Claims Admin Fees	23,097.59	13,004.78	10,092.81	77.61%
5855	Dental Claims Admin Fees	3,484.00	3,152.50	331.50	10.52%
5857	Dental Claims Paid	52,286.02	55,459.77	(3,173.75)	-5.72%
5858	HSA Account Fees	<u>140.00</u>	<u>0.00</u>	<u>140.00</u>	<u>100.00%</u>
Total Expenditures		<u>1,126,114.63</u>	<u>1,438,780.30</u>	<u>(312,665.67)</u>	<u>-21.73%</u>
 Net Income (Loss)		<u>102,043.22</u>	<u>(215,024.77)</u>	<u>317,067.99</u>	<u>-147.46%</u>

City of Moberly Health Plan Trust
Comparative Balance Sheet
February 28, 2021

<u>ASSETS</u>	<u>February 28, 2021</u>	<u>February 28, 2020</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>462,855.81</u>	<u>297,198.27</u>	<u>165,657.54</u>	<u>55.74%</u>
Total Current Assets	<u>462,855.81</u>	<u>297,198.27</u>	<u>165,657.54</u>	<u>55.74%</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>462,855.81</u>	<u>297,198.27</u>	<u>165,657.54</u>	<u>55.74%</u>
 <u>LIABILITIES & EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	<u>360,812.59</u>	<u>512,223.04</u>	<u>(151,410.45)</u>	<u>-29.56%</u>
Net Income (Loss)	<u>102,043.22</u>	<u>(215,024.77)</u>	<u>317,067.99</u>	<u>-147.46%</u>
Total Equity	<u>462,855.81</u>	<u>297,198.27</u>	<u>165,657.54</u>	<u>55.74%</u>
TOTAL LIABILITIES & EQUITY	<u>462,855.81</u>	<u>297,198.27</u>	<u>165,657.54</u>	<u>55.74%</u>



City of

Police Department

Troy Link
Chief of Police
264th Session FBI Academy

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

**Division of Criminal Investigation
Monthly Report
February 2021**

1. Burglary 2nd degree: Suspect: DS, W/M, 25 yoa; Victim: HM, W/F, 38 yoa. (PC sent to RCPA).
2. Burglary 2nd degree: Suspect: LB, W/M, 34 yoa; Victim: HM, W/F, 38 yoa. (PC sent to RCPA).
3. Delivery of a Controlled Substance (Warrant Arrest): Suspect; AR, W/F, 41 yoa, Victim: State of Missouri, Disposition: Sent to RCPA
4. Traffic Offense (Warrant Arrest): Suspect; AR, W/F, 41 yoa, Victim: State of Missouri, Disposition: To Shelby County PA
5. Robbery 1st: Suspect; EE, B/M, 17 yoa, Victim: EP, W/M, 17 yoa, Disposition: Sent to RCPA
6. Armed Criminal Action: Suspect; EE, B/M, 17 yoa, Victim: EP, W/M, 17 yoa, Disposition: Sent to RCPA
7. Unlawful Use of a Weapon: Suspect; EE, B/M, 17 yoa, Victim: EP, W/M, 17 yoa, Disposition: Sent to RCPA
8. Leaving the Scene of an Accident: Suspect; EE, B/M, 17 yoa, Victim: EP, W/M, 17 yoa, Disposition: Sent to RCPA
9. Robbery 1st: Suspect; SP, W/F, 16 yoa, Victim; EP, W/M, 17 yoa, Disposition: Sent to RCJO
10. Armed Criminal Action: Robbery 1st: Suspect; SP, W/F, 16 yoa, Victim; EP, W/M, 17 yoa, Disposition: Sent to RCJO
11. Robbery 1st: Suspect; ZP, W/M, 19 yoa, Victim; Victim; EP, W/M, 17 yoa, Disposition: Sent to RCJO
12. Armed Criminal Action: ; ZP, W/M, 19 yoa, Victim; Victim; EP, W/M, 17 yoa, Disposition: Sent to RCJO
13. Assault 1st: Suspect; EP, W/M, 17 yoa, Victim; EE, B/M, 17 yoa, TH, B/M, 17 yoa, ZP, W/M, 19 yoa and SP, W/F, 16 yoa, Disposition: Sent to RCPA
14. Filing a False Police Report: Assault 1st: Suspect; EP, W/M, 17 yoa, Victim; State of Missouri, Disposition: Sent to RCPA

15. Leaving the Scene of an Accident: Assault 1st: Suspect; EP, W/M, 17 yoa, Victim; EE, B/M, 17 yoa, Disposition: Sent to RCPA
16. Stalking 1st: Suspect; CJ, B/M, 31 yoa, Victim: SC, W/F, 15 yoa, AH, W/F, 16 yoa and MT W/F, 16 yoa, Disposition: Sent to RCPA
17. Sexual Misconduct 1st: Suspect; CJ, B/M, 31 yoa, Victim: SC, W/F, 15 yoa, AH, W/F, 16 yoa and MT W/F, 16 yoa, Disposition: Sent to RCPA
18. Unlawful Possession of a Firearm (Warrant Arrest): Suspect; VW, B/M, 34 yoa, Victim: State of Missouri, Disposition: Sent to RCPA
19. Unlawful Use of a Weapon Sub Section 4 (Warrant Arrest): Suspect; VW, B/M, 34 yoa, Victim: State of Missouri, Disposition: Sent to RCPA
20. Resisting Arrest for a Felony: Suspect; VW, B/M, 34 yoa, Victim: State of Missouri, Disposition: Sent to RCPA
21. Assault 1st: Suspect; VW, B/M, 34 yoa, Victim: KB, W/M, 17 yoa, Disposition: Sent to RCPA
22. Unlawful Use of a Weapon Sub Section 4: Suspect; VW, B/M, 34 yoa, Victim: KB, W/M, 17 yoa, Disposition: Sent to RCPA
23. Unlawful Possession of a Firearm: Suspect; VW, B/M, 34 yoa, Victim: State of Missouri, Disposition: Sent to RCPA
24. Stealing a Firearm: Suspect; VW, B/M, 34 yoa, Victim: MW, W/M, 31 yoa, Disposition: Sent to RCPA
25. Endangering the Welfare of a Child 1st: Suspect; VW, B/M, 34 yoa, Victim: JB, B/F, 4 yoa, Disposition: Sent to RCPA
26. Child Abuse: JR, 23 yo, W/M, Victim: AK, 14 yo, W/F, Disposition: Sent to RCPA
27. Child Abuse: JR, 23 yo, W/M, Victim: KG, 12 yo, W/F, Disposition: Sent to RCPA
28. Child Abuse: DS, 17yo, W/F, Victim: AK, 14 yo, B/F, Disposition: Sent to RCPA
29. Child Abuse: DS, 17 yo, W/F, Victim: KG, 12 yo, B/F, Disposition: Sent to RCPA
30. Child Abuse: JS, 41 yo, W/M, Victim: AK, 14 yo, W/F, Disposition: Sent to RCPA
31. Child Abuse: JS, 41 yo, W/M, Victim: KG, 12 yo, B/F, Disposition: Sent to RCPA
32. Child Abuse: NS, 36 yo, W/F, Victim: AK, 14 yo, W/F, Disposition: Sent to RCPA
33. Child Abuse: NS, 36 yo, W/F, Victim: KG, 12 yo, B/F, Disposition: Sent to RCPA
34. Child Abuse: FB, 71 yo, B/F, Victim: AS, 9 yo, B/F, Disposition: Unfounded

Cases Cleared.....34
Interviews.....91
Interrogations.....15
Reports Written.....68

Special Assignments

Monthly Report
 Completed Paycom for detective unit.
 Approved numerous reports for Detective Unit.
 Tagged numerous body camera videos.



City of

Police Department

Troy Link
Chief of Police
264th Session FBI Academy

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

Court in Huntsville.

Responded to RCJO in reference to Child Pornography investigation.

Interviewed witness and seized phone in reference to Child Pornography investigation.

Assisted Patrol with traffic control on Hwy 24.

Assisted Patrol with a Peace Disturbance call.

Assisted with warrant arrest and transport to RCJC.

Assisted with field contact on S Morley St.

Court for preliminary hearing in Huntsville.

Took report of fraud from anonymous complainant.

Spoke with RCJO in reference to issues of harassment involving juveniles.

Assisted with Search Warrant for Child Abuse/ Drug investigation.

Assisted with arrests of two subjects for Child Abuse.

Assisted with consent search of residence in reference to Armed Robbery investigation.

Recovered two firearms from Armed Robbery investigation.

Assisted with second arrest in Armed Robbery investigation.

Spoke with MSHP about release of evidence.

Assisted NOMO Drug TF with drug investigation.

MIRMA Online Training- Community Policing.

MIRMA Online Training- Racial Profiling.

MIRMA Online Training- Airborne/ Blood Borne Pathogens.

Received reports from Attorney General's Office for testing of Sexual Assault Kits.

Attended Supervisors Meeting.

Assisted with barricaded subject/ warrant arrest.

Conducted follow up/ interrogation in Child Molestation investigation.

Conducted surveillance for Federal Drug Investigation.

Returned evidence

Axon BWC evidence audit

Attended court

Developed and updated warrant board in patrol room

Observed person I knew to have warrants. Conducted traffic stop and arrested

Conducted field contact with burglary suspect, no leads developed

Attended Forensic interview in Columbia MO

Contacted independent lab for cold case homicide

Called out for armed robbery
 Searched residence for stolen gun and gun used in robbery, both located
 Interviewed multiple witnesses and offenders in armed robbery
 Assisted other detectives with execution of a search warrant for child abuse case
 Assisted with arrest of suspects in child abuse case
 Contacted and arrested suspect in robbery investigation
 Interviewed suspect in robbery investigation
 Interviewed third subject (juvenile) in robbery investigation
 Interviewed a subject for a second time at RCJC
 Took evidence to MSHP Lab for cold case homicide
 Assisted NOMO Drug Task Force with buy/bust operation
 Attended SAFE
 Attended forensic interview
 Participated in pursuit review board
 Called on off time and briefed on assault with a firearm case/Assisted over the phone
 Called in for subject masturbating in front of juveniles
 Contacted MIAC to develop a photo lineup for assault with a firearm
 Conducted surveillance on residence where suspect who pointed a firearm at a high school male resides. Suspect had existing warrants for weapons
 Observed wanted suspect exit residence and attempted contact. Barricade suspect.
 Typed and executed search warrant for weapons offense
 Attempted interview with suspect for assault/stolen gun/weapons charges
 Logged evidence from weapons/assault search warrant
 Forensic Interview for sexual assault case x10
 Search warrant served for child abuse case
 Interview with suspect for child abuse case
 Interview at JO office for child pornography case
 Released property to owner for a closed sexual assault case
 Collected evidence for child abuse case
 Released evidence for a child abuse case
 Assisted FBI in reference a federal warrant
 Assisted KCPD in reference a federal warrant
 Interview with Child Abuse suspect
 Interview with Child Abuse suspect
 Assisted patrol with assault suspect
 Assisted dispatch
 Searched the area of Rothwell Park for suspicious male
 Assisted with barricaded subject with felony warrant
 Contact with father of victim who received sexual assault disclosure
 Interview with child abuse suspect

Recovered Property

-Smith and Wesson M&P .40 caliber Pistol / \$500.00



City of

Police Department

Troy Link
Chief of Police
264th Session FBI Academy

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

Respectfully Submitted,
Tracey Hayes
Commander

03/01/21
11:01

Moberly Police Department
Total CAD Calls Received, by Nature of Call

Page: 343
1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	7	0.99
Accident/Motor Vehicle	35	4.97
Alarm Call	18	2.56
Animal Bite	2	0.28
Animal Complaint	21	2.98
Assault	2	0.28
Assist Other Agency	22	3.13
Assist Public/Employee	36	5.11
Building Check	152	21.59
Burglary	5	0.71
Damage Property	2	0.28
Death Investigation	2	0.28
Domestic Abuse	5	0.71
E911 Check	5	0.71
Field Contact	7	0.99
Fire Call	1	0.14
Fire Health Safety Check	1	0.14
Forgery	1	0.14
Found Property/Contraband	2	0.28
Fraud	5	0.71
Funeral Escort	3	0.43
Harassment	2	0.28
Keeping the Peace	3	0.43
Lost Property	1	0.14
Medical Assist\RCAD	1	0.14
Missing Person	1	0.14
Parking Violation	10	1.42
Peace Disturbance	51	7.24
Robbery	1	0.14
Runaway Juv	1	0.14
Search Warrant	3	0.43
Security Escort	6	0.85
Sex Offenses	1	0.14
Special Assignment	8	1.14
Stealing	35	4.97
Suicide/Suicide Attempt	2	0.28
Suspicious Activity	34	4.83
Suspicious Person	6	0.85
Suspicious Vehicle	14	1.99
Traffic Complaint	135	19.18
Trespass/Refusing to Leave	10	1.42
Warrant Arrest	11	1.56
Try to Contact/Well-Being	34	4.83
Total Calls:		704

Report Includes:

All dates between `00:00:01 02/02/21` and `23:59:59 02/28/21`
 All nature of incidents
 All cities matching `MOB`
 All types
 All priorities
 All agencies matching `1`

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

Moberly Fire Department February Monthly Report 2021



City of Moberly Fire Department

Emergency Dial 911
Station #1 660-269-8705 EXT 2032
65270-1520
Fax# 660-263-0596
Chief
E-mail jwasham@moberlyfd.com
Station #2 660-263-4121

310 N. Clark
Moberly, MO

Interim Fire

Jerry Washam

To: Mayor and City Council
 From: Jerry Washam, Interim Fire Chief
 Date: February 2021
 Re: February Monthly Council Report:

- Last month the fire department responded to 58 incidents, our incidents numbers for February is down 10 incidents from January.
- We had no Covid-19 in the department during the month of February. We have all the employees healthy. Our employees are still disinfecting and taking the precautions at EMS incidents, also at the Stations.
- CFO inspections and gas appliance inspections are also staying steady.
- The Department continues training on fire related subjects and Health and Wellness. We continue to work towards the 240 hrs of training per person per year. This is what ISO requires.
- We had a couple structure fires during the extreme cold weather spell.
- We are still doing some repairs to Engine 305. We are finding problems due to lack of proper maintenance from years past.
- MFD crews had Ice Rescue Training at Bueth Park.
- March 3rd is the retirement date for Captain Ben Leathers (30 years).
- Emergency Management: Attended several conference calls dealing with the COVID. I assisted in the second round of mass vaccinations at Rothwell Park.

Notice for March 2021

- Still planning a Firefighter I&II course for new hires.
- Still gathering information and pricing for remodeling the exterior of Station #2 and bathrooms at Station 1.
- Preparing to fill firefighter opening due to Leathers retirement.
- Preparing for the new Fire Chief's arrival.
- Preparing for Annual Business Inspections and Preplans.
- Preparing for Annual Hydrant Testing.

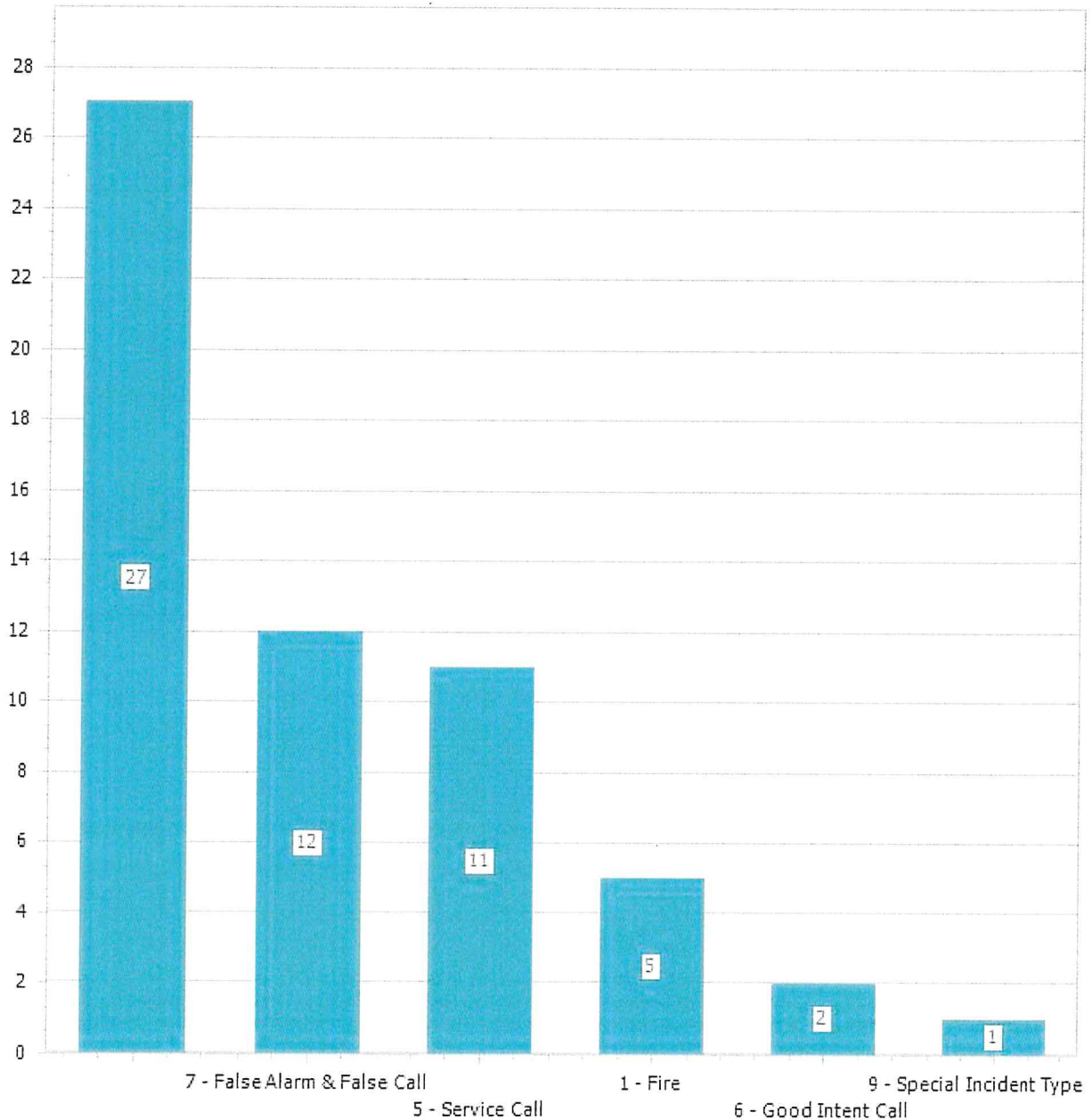


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports by Incident Type Series, Detailed



Incident Type: 1 - Fire

Incident #	Exp #	Alarm Date/Time	Address
2100071	0	2/3/2021 9:48:26 AM	1222 HURLEY, Moberly, MO 65270
2100094	0	2/11/2021 11:30:00 PM	1201 Emerson ST, Moberly, MO 65270
2100116	0	2/22/2021 1:41:29 AM	805 MCKINLEY, Moberly, MO 65270
2100117	0	2/22/2021 10:30:00 AM	1204 S Morley ST #5, Moberly, MO 65270
2100126	0	2/26/2021 11:08:00 PM	209 N Tannehill ST, Moberly, MO 65270

Total Incidents: 5**Incident Type:** 3 - Rescue & Emergency Medical Service Incident

Incident #	Exp #	Alarm Date/Time	Address
2100069	0	2/1/2021 9:01:45 PM	525 Roberts ST, Moberly, MO 65270
2100070	0	2/2/2021 10:59:00 PM	1122 Lowry CT, Moberly, MO 65270
2100075	0	2/5/2021 5:55:16 PM	4 WILLOTT, Moberly, MO 65270
2100076	0	2/6/2021 8:07:46 AM	619 FORT, Moberly, MO 65270
2100077	0	2/6/2021 2:57:49 PM	532 MEADOWBROOK, Moberly, MO 65270
2100081	0	2/7/2021 4:29:06 PM	1347 S Morley ST, Moberly, MO 65270
2100084	0	2/8/2021 7:24:45 PM	403 E Logan ST, Moberly, MO 65270
2100085	0	2/9/2021 6:04:04 AM	US 63 AT RT M HWY, Moberly, MO 65270
2100089	0	2/10/2021 12:53:38 PM	1355 LANTERN'S, mobrly, MO 65270
2100091	0	2/11/2021 9:03:03 AM	E Highway 24, Moberly, MO 65270
2100093	0	2/11/2021 3:38:53 PM	403 E Logan ST, Moberly, MO 65270
2100098	0	2/14/2021 11:33:08 AM	915 OWENS, Moberly, MO 65270
2100099	0	2/14/2021 12:59:34 PM	420 McKinsey ST, Moberly, MO 65270

2100100	0	2/14/2021 1:44:00 PM	420 McKinsey ST, Moberly, MO 65270
2100101	0	2/14/2021 4:21:11 PM	701 Clrveland AVE, Moberly, MO 65270
2100103	0	2/15/2021 4:59:32 PM	1000 WILLIAMS, Moberly, MO 65270
2100104	0	2/16/2021 12:00:33 PM	820 HOLMAN, Moberly, MO 65270
2100105	0	2/16/2021 12:15:06 PM	205 FARROR, Moberly, MO 65270
2100108	0	2/17/2021 5:20:00 PM	211 Cockrell DR, Moberly, MO 65270
2100111	0	2/19/2021 12:51:33 PM	1301 WOODY, Moberly, MO 65270
2100112	0	2/19/2021 3:40:53 PM	213 COLLINS, Moberly, MO 65270
2100113	0	2/20/2021 7:32:52 AM	1751 E Ubandale DR, Moberly, MO 65270
2100114	0	2/20/2021 11:14:31 PM	21 MCCORMICK, Moberly, MO 65270
2100115	0	2/21/2021 10:52:43 PM	1504 Morley Lot 15, Moberly, MO 65270
2100119	0	2/22/2021 1:13:16 PM	KWIX, Moberly, MO 65270
2100121	0	2/24/2021 3:37:46 PM	1000 RUSSHAVEN, Moberly, MO 65270
2100123	0	2/24/2021 9:04:38 PM	623 MCKINLEY, Moberly, MO 65270

Total Incidents: 27

Incident Type: 5 - Service Call

Incident #	Exp #	Alarm Date/Time	Address
2100074	0	2/4/2021 12:31:16 PM	707 FARROR, Moberly, MO 65270
2100086	0	2/9/2021 10:55:00 AM	1321 Lantern Point, Moberly, MO 65270
2100087	0	2/9/2021 1:20:00 PM	1016 N Ault ST, Moberly, MO 65270
2100090	0	2/10/2021 3:15:00 AM	600 E McKinsey ST, Moberly, MO 65270
2100088	0	2/10/2021 12:05:00 PM	930 W Reed ST, Moberly, MO 65270
2100092	0	2/11/2021 12:30:06 PM	900 Shelby DR, Moberly, MO 65270

2100109	0	2/18/2021 11:30:00	914 Concannon, Moberly, MO 65270 AM
2100110	0	2/18/2021 6:40:00	721 Cleveland, Moberly, MO 65270 PM
2100120	0	2/22/2021 4:15:00	1833 Thomas ST, Moberly, MO 65270 PM
2100122	0	2/24/2021 4:30:00	1302 Lantern Pointe LOOP, Moberly, MO 65270 PM
2100124	0	2/25/2021 4:00:00	1213 Aviator LN, Moberly, MO 65270 PM

Total Incidents: 11

Incident Type: 6 - Good Intent Call

Incident #	Exp #	Alarm Date/Time	Address
2100083	0	2/7/2021 11:19:26	224 Green Hills DR, Moberly, MO 65270 PM
2100107	0	2/16/2021 8:30:00	524 W Lee ST, Moberly, MO 65270 PM

Total Incidents: 2

Incident Type: 7 - False Alarm & False Call

Incident #	Exp #	Alarm Date/Time	Address
2100072	0	2/3/2021 10:00:00	1209 Shepherds DR, Moberly, MO 65270 AM
2100078	0	2/7/2021 4:20:00	1006 Bradford CIR, Moberly, MO 65270 AM
2100079	0	2/7/2021 10:20:00	1831 Ravenwood DR #8, Moberly, MO 65270 AM
2100080	0	2/7/2021 2:36:47	205 FARROR, Moberly, MO 65270 PM
2100082	0	2/7/2021 10:46:40	1831 Ravenwood DR #8, Moberly, MO 65270 PM
2100095	0	2/12/2021 5:51:00	47 Kennedy DR, Moberly, MO 65270 AM
2100096	0	2/12/2021 9:30:38	310 OAK TER, Moberly, MO 65270 AM
2100097	0	2/14/2021 4:02:05	1177 MORLEY, Moberly, MO 65270 AM
2100102	0	2/15/2021 1:20:00	617 Gratz Brown, Moberly, MO 65270 PM
2100106	0	2/16/2021 4:18:03	901 UNION, Moberly, MO 65270 PM

2100118	0	2/22/2021 11:39:34	800 SINNOCK, Moberly, MO 65270 AM
2100125	0	2/25/2021 10:19:03	217 COLLINS, Moberly, MO 65270 PM

Total Incidents: 12

Incident Type: 9 - Special Incident Type

Incident #	Exp #	Alarm Date/Time	Address
2100073	0	2/3/2021 12:55:00	1337 Lantern Point, Moberly, MO 65270 PM

Total Incidents: 1

Total Number of Distict Incidents: 58

Total Number of Distict Incident Types: 20

Report Filter Settings

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

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '2/1/2021 12:00:00 AM' and '2/28/2021 11:59:59 PM'

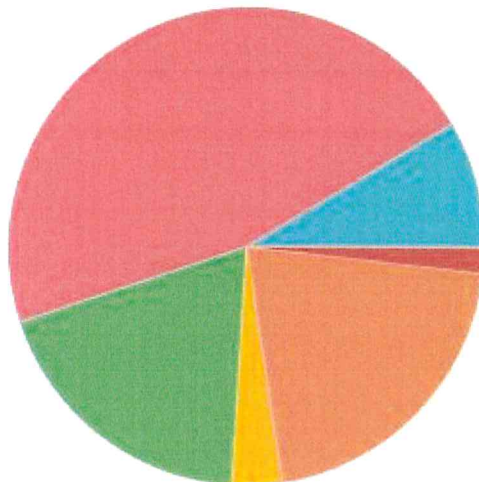


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports By Incident Type, Summary



1 - Fire: 8.62 %	3 - Rescue & Emergency Medical Service Incident: 46.55 %
5 - Service Call: 18.97 %	6 - Good Intent Call: 3.45 %
7 - False Alarm & False Call: 20.69 %	9 - Special Incident Type: 1.72 %

Incident Type	Total Incidents	Percent
111 - Building fire	2	3.45%
121 - Fire in mobile home used as fixed residence	1	1.72%
131 - Passenger vehicle fire	1	1.72%
1511 - Household Refuse Fire	1	1.72%
3112 - Lift Assistance	5	8.62%
321 - EMS call, excluding vehicle accident with injury	19	32.76%
322 - Motor vehicle accident with injuries	2	3.45%
324 - Motor vehicle accident with no injuries.	1	1.72%
5001 - Gas Appliance Inspection	7	12.07%
5311 - Report of odor with nothing found	2	3.45%
551 - Assist police or other governmental agency	2	3.45%
622 - No incident found on arrival at dispatch address	1	1.72%

Incident Type	Total Incidents	Percent
651 - Smoke scare, odor of smoke	1	1.72%
700 - False alarm or false call, other	3	5.17%
732 - Extinguishing system activation due to malfunction	1	1.72%
733 - Smoke detector activation due to malfunction	5	8.62%
735 - Alarm system sounded due to malfunction	1	1.72%
736 - CO detector activation due to malfunction	1	1.72%
744 - Detector activation, no fire - unintentional	1	1.72%
911 - Citizen complaint	1	1.72%

Total Number of Incidents: 58

Total Number of Incident Types: 20

Incident Type**Total Incidents****Percent****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 '2/1/2021 12:00:00 AM' and '2/28/2021 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:
300 Pickup	27
2007 Chevy	
302 Saber	28
304 Contender	20
POV	1
Total Number of Incidents: 58	

Report Filter Settings

Report Name: Incident Reports by Apparatus, Summary

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '2/1/2021 12:00:00 AM' and '2/28/2021 11:59:59 PM'

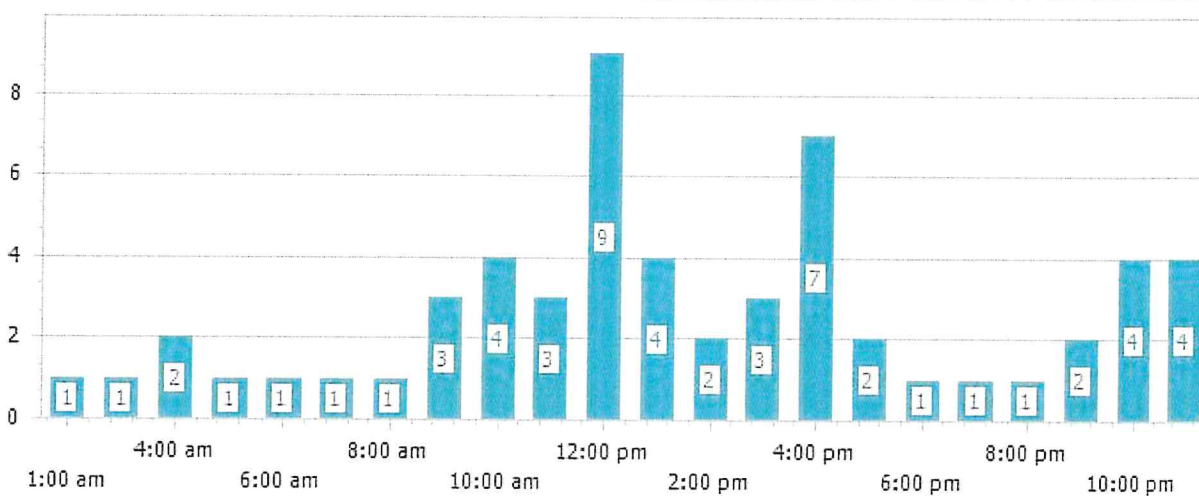


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports by Time of Day, Detailed



1:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100116	0	2/22/2021	1511 - Household Refuse Fire

Total Number of Incidents: 1

3:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100090	0	2/10/2021	5001 - Gas Appliance Inspection

Total Number of Incidents: 1

4:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100078	0	2/7/2021	733 - Smoke detector activation due to malfunction
2100097	0	2/14/2021	735 - Alarm system sounded due to malfunction

Total Number of Incidents: 2

5:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100095	0	2/12/2021	700 - False alarm or false call, other

Total Number of Incidents: 1

6:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100085	0	2/9/2021	322 - Motor vehicle accident with injuries

Total Number of Incidents: 1

7:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100113	0	2/20/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 1

8:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100076	0	2/6/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 1

9:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100071	0	2/3/2021	131 - Passenger vehicle fire
2100091	0	2/11/2021	322 - Motor vehicle accident with injuries
2100096	0	2/12/2021	733 - Smoke detector activation due to malfunction

Total Number of Incidents: 3

10:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100072	0	2/3/2021	736 - CO detector activation due to malfunction
2100079	0	2/7/2021	733 - Smoke detector activation due to malfunction

2100086	0	2/9/2021	5311 - Report of odor with nothing found
2100117	0	2/22/2021	121 - Fire in mobile home used as fixed residence

Total Number of Incidents: 4

11:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100098	0	2/14/2021	321 - EMS call, excluding vehicle accident with injury
2100109	0	2/18/2021	5001 - Gas Appliance Inspection
2100118	0	2/22/2021	744 - Detector activation, no fire - unintentional

Total Number of Incidents: 3

12:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100073	0	2/3/2021	911 - Citizen complaint
2100074	0	2/4/2021	551 - Assist police or other governmental agency
2100088	0	2/10/2021	5001 - Gas Appliance Inspection
2100089	0	2/10/2021	3112 - Lift Assistance
2100092	0	2/11/2021	551 - Assist police or other governmental agency
2100099	0	2/14/2021	321 - EMS call, excluding vehicle accident with injury
2100104	0	2/16/2021	321 - EMS call, excluding vehicle accident with injury
2100105	0	2/16/2021	321 - EMS call, excluding vehicle accident with injury
2100111	0	2/19/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 9

1:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100087	0	2/9/2021	5001 - Gas Appliance Inspection
2100100	0	2/14/2021	321 - EMS call, excluding vehicle accident with injury
2100102	0	2/15/2021	733 - Smoke detector activation due to malfunction
2100119	0	2/22/2021	324 - Motor vehicle accident with no injuries.

Total Number of Incidents: 4

2:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100077	0	2/6/2021	321 - EMS call, excluding vehicle accident with injury
2100080	0	2/7/2021	700 - False alarm or false call, other

Total Number of Incidents: 2

3:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100093	0	2/11/2021	3112 - Lift Assistance
2100112	0	2/19/2021	3112 - Lift Assistance
2100121	0	2/24/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 3

4:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100081	0	2/7/2021	321 - EMS call, excluding vehicle accident with injury
2100101	0	2/14/2021	321 - EMS call, excluding vehicle accident with injury
2100103	0	2/15/2021	321 - EMS call, excluding vehicle accident with injury
2100106	0	2/16/2021	732 - Extinguishing system activation due to malfunction
2100120	0	2/22/2021	5001 - Gas Appliance Inspection
2100122	0	2/24/2021	5001 - Gas Appliance Inspection
2100124	0	2/25/2021	5001 - Gas Appliance Inspection

Total Number of Incidents: 7

5:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100075	0	2/5/2021	321 - EMS call, excluding vehicle accident with injury
2100108	0	2/17/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 2

6:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100110	0	2/18/2021	5311 - Report of odor with nothing found

Total Number of Incidents: 1

7:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100084	0	2/8/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 1

8:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100107	0	2/16/2021	622 - No incident found on arrival at dispatch address

Total Number of Incidents: 1

9:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100069	0	2/1/2021	3112 - Lift Assistance
2100123	0	2/24/2021	3112 - Lift Assistance

Total Number of Incidents: 2

10:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100070	0	2/2/2021	321 - EMS call, excluding vehicle accident with injury
2100082	0	2/7/2021	733 - Smoke detector activation due to malfunction
2100115	0	2/21/2021	321 - EMS call, excluding vehicle accident with injury
2100125	0	2/25/2021	700 - False alarm or false call, other

Total Number of Incidents: 4

11:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100083	0	2/7/2021	651 - Smoke scare, odor of smoke

2100094	0	2/11/2021	111 - Building fire
2100114	0	2/20/2021	321 - EMS call, excluding vehicle accident with injury
2100126	0	2/26/2021	111 - Building fire

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 '2/1/2021 12:00:00 AM' and '2/28/2021 11:59:59 PM'



Monthly Report

February 2021

#17.

		2021	2020
Parks	Thompson Campground	48	Daily(37) Monthly(11) 11
	Misc Thompson Campground	-	-
	Miscellaneous Park Fees	\$720.00	Vendor Fee for Craft Show \$77.00
	Overnight Fishing Passes	1	0
	Paddleboat Rental	-	-
	Canoe Storage	\$0.00	\$25.00
	Archery Range	-	-
	Overlook & Plaza	-	-
	Midway	-	-
	Agricultural Barns	-	-
	Equestrian Area/	-	-
	Rodeo Ground	-	-
	James Youth Center	7	Boy Scout Meeting(1) Fair Board Meeting(1) 4-H Meetings(2) Birthday Party(1) Bridal Shower(1) Internal: COVID Booster Block(1) 4
	Lodge	7	Rotary(4) Gathering(1) COVID Booster(1 res. For 2 days) Internal: Cleaning(Held for 2 days) 10
	Lion's Beuth Park	-	-
	Fox Park (entire)	-	-
	Fox Park Pickleball/ Tennis Courts	-	-
	Tannehill Park	-	-
	Depot Park	-	-
		2021	2020
Courts	Red 1	-	-
	Red 2	-	-
	Blue 1	-	-
	Blue 2	-	-
	Blue 3	-	-
	Green 1	-	-
	Green 2	-	-
	Green 3	-	-
	Green 4	-	-
	Green 5	-	-
	Green 6	-	-

Fields/

Groeber	1	Internal: Blocked 28 days due to field renovations	0
Meinert	1	Internal: Blocked 28 days due to field renovations	0
Patrick	1	Internal: Blocked 28 days due to field renovations	0
Fox Field	1	Internal: Blocked 28 days due to field renovations	0
Batting Cages	-		-
Shelter 1 Tennis Courts	-		-
Wilhite Tennis Courts	-		-

2021

2020

Shelters

Shelter 1	-		-
Shelter 3	-		-
Shelter 5	-		-
Fox Park Shelter	-		-
Klein Shelter	-		-
Lake Pavilion	-		-
Riley Pavilion	3	COVID Booster(1 res. For 2 days) Internal: Cleaning(Held for 3 days/2 for original shot, 1 for booster)	0
Meditation Garden and Legacy Overlook	-		-

2021

2020

Auditorium

Entire Facility	2	Company Meal(1) Internal: Father Daughter Dance(1 res. For 3 days)	3
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2021

2020

Aquatic Center

Entire Facility	-		-
Party Area	-		-

Recreation

Father Daughter Dance

175

375

Director – Troy Bock

- McCormick will soon add some limited sidewalks to Depot Park and we will work with Rotary to sod from the pavilion to the clock tower prior to the ribbon cutting April 22nd at 11:30 a.m.
- Pending approval by Park Board and Council, we will be working with GreatLIFE MidMO this year, a new regional hub licensed with GreatLIFE KC. They are hoping to grow the central Missouri market. The City will have some protections to ensure accountability and a good working relationship.
- Continued work on the 2021-2022 budget. With big projects related to Swift (formerly Plumrose), it will be a lean budget year, but we will make it work as usual.
- The initial draft site plan for the outdoor special event area (2 pavilions, amphitheater, parking) was reviewed by staff and Park Board and will be slated for approval in March.
- Spring projects pending contractor schedules and weather include athletic complex roof replacement (3 roofs), front nine cart paths at Heritage Hills, and the Rothwell Lake boat dock.
- The last two irrigation pumps have been installed at Heritage Hills. The contractor still needs to address valves and related equipment and will soon complete this.
- The sound system at the Auditorium has been replaced. It dates back to the last renovation over a decade ago and some of the components were nearly outdated at that time. We had problems with the old system.
- The Moberly Mini-Train will open May 2nd.
- Received old concert posters from the Historical Society. We will work on getting color copies to feature in the basement and showcase some of the Auditorium's history.

Administration – Leslie Keeney

- Processed bills and timesheets for the department.
- Ball registrations and questions started coming in more frequently, assisted those customers and teams with their questions as needed.
- Assisted in logistics for the COVID Vaccine distributions throughout Rothwell Park.
- Began working with Amanda to continue Hannah Mauzey's Receptionist duties after she went on maternity leave.
- Oversaw day to day operations of Parks and Recreation Office.

Dirk Miller – Park Superintendent

- Cut low lying tree limbs around Rothwell Park.
- Deer Pond Culvert was replaced (City Maintenance Barn assisted with the replacement).
- Working on replacing the water hydrant at RV spot #16, relocating the Depot District sign, and completing new sidewalks at Depot Park.
- Hosted COVID Vaccination clinic.
- Added mulch to the playground at Shelter #5.
- Staff is in the process of making a plate for the Depot Park Christmas Tree mounting plate.
- Ordered new LED light bulbs for the Complex parking lot.
- Reorganizing the layout of the Athletic Complex Concession stand.
- Finalized the plans for the Aquatic Center's new grates.

Jacob Buntten-Athletic Complex Supervisor/Sports Manager**Athletic Complex:**

- Began tree work throughout the complex, i.e., pruned young trees to help future shape and growth, cut low hanging branches and limbs on more mature trees to help with mowing and site line for people watching ballgames.
- Replaced old photocells and bulbs on security lights and parking lot lights.
- New rock added to the far northeast overflow parking lot. This is the first time rock has been added to this lot.

Sports:

- Registration for all 2021 summer sport leagues continued. Deadline is April 2nd to register.

Amanda Warder – Recreation Supervisor**Aquatics:**

- First lifeguard training is in the books and went really well. I am expecting a second training by the end of March or early April.

Events:

- Prep work for the Egg Hunt through the Park is underway as is planning for Mother Daughter tea.

Director of Utilities Monthly Report, Mary West-Calcano, Director
February 2021 (Presented at the March meeting)

Director's Summary

Utilities Department Financial Stats:

Utilities Financial Update: Staff have developed a chart to track key metrics in the Utilities Department. Please let us know if this is clear and helpful and if you would like additional detail, or further information.

Revenues							
Date	Water Revenue	% of Water Rev Proj	Sewer Revenue	% of Sewer Rev Proj	Total Revenue	% of Total Rev Proj	Transfer to/(from) Reserves
Feb-21	\$174,223.28		\$253,009.31		\$438,474.95		\$ 67,807.97
Total YTD	\$1,607,467.37	67.8%	\$2,205,798.82	70.2%	\$4,018,497.23	68.1%	\$784,891.98
Expenses							
	Operations & Maintenance	O & M % of Proj Exp	Transfers Out Total		Total Expenses	% of Total Exp Proj	% of Fiscal YTD
Feb-21	\$226,921.04		\$410,706.59		\$429,122.16		
Total YTD	\$2,108,016.00	48.9%	\$3,839,381.27	68.9%	\$4,009,763.65	67.9%	66.6%

Cold Weather Response: All Utilities Department Divisions were impacted by the extremely cold temperatures during February. Due to the bitter cold, a higher number of water main leaks, frozen meters, frozen pipes that burst, and other problems caused staff to be outside in the weather for extended hours in the most hazardous weather conditions. It is hard to comprehend the effort and dedication exhibited by this staff in sub-zero wind chill for days on end. Multiple large water leaks and frozen fire lines increased system demand and caused the water towers to drop. For several days, the increased demand on the system kept Water Plant staff scrambling to keep up and field crews searching for and repairing leak after leak. The Billing Office assisted in searching through high use reports to find vacant accounts that likely had no heat where pipes had burst and were leaking. Keeping up with checking for frozen meters and pipes kept staff hopping most of one Sunday. The team work, communication, and community service first attitude exhibited by staff is greatly appreciated.

Energy Solutions Professionals Project: We are currently receiving 5,397 meter readings via the AMI system. There are approximately 198 meters left to be installed before project completion. The installation crews are anticipated to be back in town to begin wrapping up the final stages of the project the week of February 22. They are having trouble finding many of the remaining meters and City staff

are assisting. ESP will need to order an additional 47 1" meters to complete the project. These will be Neptune meters to match the 5/8" meters. The City will purchase meters to have in stock for new construction and meter change outs.

Caselle Software: Greg Hodge is working on getting the finishing touches put on the questionnaire for the Community Development module.

FEMA Emergency Declaration Disaster Funding: The Homestead sewer replacement is started with the pipe installation complete. Remaining work is setting the manhole and putting in the rip rap to cover the pipe to prevent the erosion from exposing the sewer main again.

Route JJ Sewer Extension: Jacobs staff toured the project site including the alignment of the force main along Route JJ. Utility congestion along the highway is a concern and investigation with known utilities in the right-of-way is occurring before actual survey work begins. An Indian Nation has asked that an archaeological survey be done on the project and this will be done once the route is determined.

Water Line Mapping: Sam LLC has nearly completed the field mapping of the water line valves and fire hydrants. About a week of work in the field remains, and then two to three weeks of office work needs to be completed. A draft set of maps will be sent to the City for review before the mapping is finalized and uploaded to our GIS website. Once this is completed, we will move into the storm sewer system mapping.

EDA Infrastructure Grant: Jacobs staff toured the project sites and alignments. Staff answered questions in the field and discussions are being held about preferred equipment for the lift station upgrade on N Morley. We are working through final alignment discussions for all projects at this time. Survey work will begin soon.

Swift Foods: The pretreatment permit application was received and several calls have been held between the City and Swift Foods. A draft industrial pretreatment permit was submitted to Swift for review with the permit to be issued by March 15. Start up of the facility is imminent.

Sugar Creek Lake Dam Grout Project: The contractor has been working on grouting the spillway area and along the west side of the dam to reduce the bypassing of water through the rock. The cold weather forced a halt in progress, but they have been back on the project the last couple of weeks with the warmer weather. They are approximately 70' from the spillway up the abutment slope on the west side. There have been three grout holes that have taken large amounts of grout with little obvious result in reduction of bypassing. There is a direct conduit between the area that they are currently drilling and the bypassing water (demonstrated by dye test results.) Drill Tech is going to continue to drill up the slope with an additional 15 grout holes to try and come at the area from a different angle to try and cut off the water conduit. The lake level has risen about 18", which has increased the amount of bypassing water at the spillway. The siphon to drain the lake level back down has been restarted to correlate lake level with bypass rate. At this time, the contractor is not asking for additional payment, and they understand that should they believe they need to exceed the bid price, they need to let the City know right away so a decision can be made about how to proceed.

Enel X/Ameren: The Utility Department Wastewater Treatment Plant completed the first year with the demand response program. This program allows Ameren through its partner Enel X to call for enrolled facilities to drop off the grid when high demand stresses the grid or prices increase. The City enrolled in

this program since there is an financial incentive for the program. During the summer of 2020, the City was not asked to go on generator power, but did participate in two audits of about an hour each. For this, the City was paid \$5,402.38.

Ameren BizSavers Reimbursement: The City of Moberly, with the help of ESP, applied for reimbursement for energy efficient equipment at the Water Plant and the Wastewater Plant. The rebate received for the variable frequency drives at the Water Plant was \$13,694.24 and the rebate received for installation of the three new blowers for the SBR and the variable frequency drives at the Wastewater Plant was \$20,101.50. These rebates came in the form of Ameren utility bill credits.

SRF Applications: The applications for the S. Morley water line replacement, repair and coating of the clarifiers at the Water plant, and the construction of a new Northwest Lift Station to replace three failing lift stations were submitted to DNR by the March 1 deadline. These applications will be considered for the FY 2021-2023 intended use plans. The Heritage Hills Golf Course is proposed to be funded on the 2020-2021 intended use plan. A copy of the draft intended use plans will be published, and the City will be notified regarding our status. Updates will be provided to the Council as they are received. The next step is to complete the due diligence questionnaire and submit it to DNR for review. Staff is working with Todd Goffoy of Piper Jaffray on the DDQ.

Budget: Utility Department Supervisors met with Ms. Calcagno to assess where we are in the current budget, outstanding projects to finish by the end of the fiscal year, and to discuss and plan for the submission of the proposed budget for 2021-2022. This included discussion of long range plans for capital improvement projects as well as grant opportunities. The draft budget was submitted to Greg Hodge on March 10. Ms. Calcagno will collaborate with Mr. Hodge to determine anticipated revenues for the coming fiscal year.

AWIA: AWIA stands for the America's Water Infrastructure Act. It was adopted in 2018 and requires community water systems serving more than 3,300 people to develop or update risk assessments and emergency response plans (ERPs). The law specifies the components that the risk assessments and ERPs must address, and establishes deadlines by which water systems must certify to EPA completion of the risk assessment and ERP. For a community of Moberly's size, the deadline to complete the risk assessment is June 30, 2021. The Utilities Department is working with the Missouri Public Utilities Alliance to complete this self-assessment by the deadline. This involves assessing our drinking water system from the lake to the tap, including cybersecurity, hazards, finances and other potential problems. The specific hazards to be reviewed include:

1. the risk to the system from malevolent acts and natural hazards;
2. the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
3. the monitoring practices of the system;
4. the financial infrastructure of the system;
5. the use, storage, or handling of various chemicals by the system; and
6. the operation and maintenance of the system.

This assessment will require substantial effort by staff, but will provide the City with a clear picture of where our system stands, and will afford us the ability to plan for, rather than react to, potential problems in our system.

Cold Weather Response: All Utilities Department Divisions were impacted by the extremely cold temperatures during February. Due to the bitter cold, a higher number of water main leaks, frozen meters, frozen pipes that burst, and other problems caused staff to be outside in the weather for extended hours in the most hazardous weather conditions. It is hard to comprehend the effort and dedication exhibited by this staff in sub-zero wind chill for days on end.

Utility Dept. Staffing: One candidate was hired for the D & C Department, applications are still being taken.

Dept. Summary:

Drinking water produced:	33.577 MG (1.199MG/Day)
Wastewater Treated:	6.639 MG (2.273 MG/Day)
Wastewater from Combined Sewer Overflows:	.674 MGM
Total precipitation for February	.42 inches

Billing activity: 20,500,688 gallons of water in the amount of \$201,550.67 and 19,227,196 gallons of sewage in the amount of \$258,070.45.

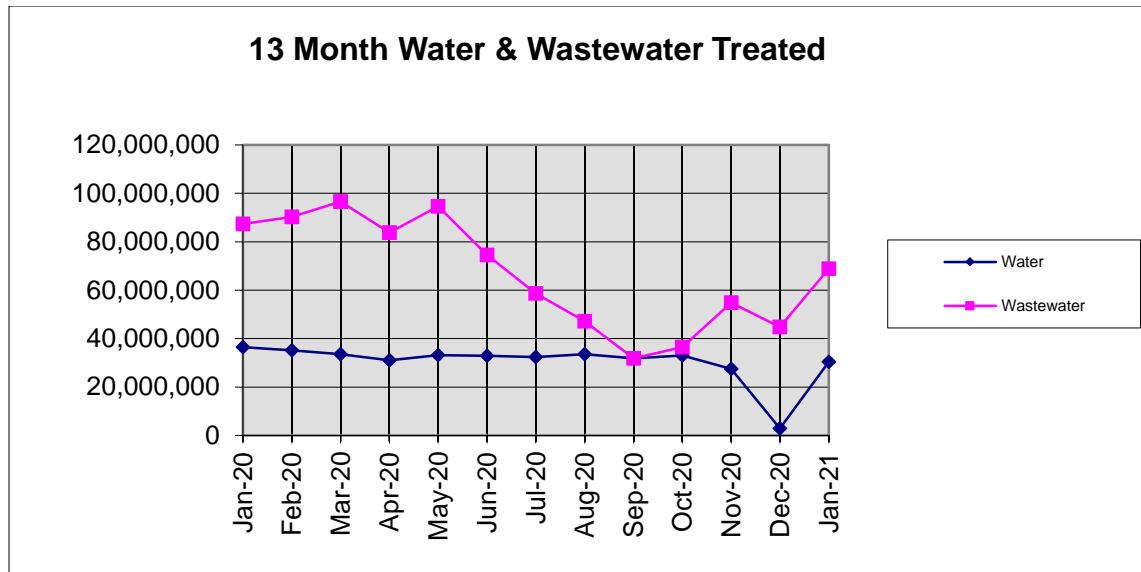
Staff issued 2447 bills for cycle 1 in the amount of \$224,060.15 and 2637 bills for cycle 2 in the amount of \$288,916.07 that included water, sewer, garbage, tax and arrears outstanding.

The Water Office processed 333 work orders, including 77 turn-ons and 87 turn-offs. 79 landlord letters were sent for properties on the shut off list. During February, utility bills collected amounted to \$396,766.34 and \$3,275 in deposits. This amounted to 67% of the total City revenue collected through the Water Office.

Metered water for February 1, 2021 through February 28, 2021 through Neptune 360: 20,953,838 gallons. Estimated water used through meters not changed: 1,568,390. Total estimated accounted for using new system: 22,522,228 (metered) + 5,656,814 (non-metered) = 28,179,042 or 16.1% water loss.

Unaccounted Water for February 2021 = 22.1% (old calculation method)

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
Feb-2021	33,577,513	122,011	5,520,553	0	14,250	20,500,688	26,157,502	7,420,011



Distribution and Collection Department and Customer Service

- There were eighteen water leaks
- Replaced zero valves.
- Completed 159 Missouri one call tickets for locating water and sewer lines.
- A total of 3 lead service lines have been replaced in 2021.
- There were 17 Sewer calls.

Wastewater Treatment Facility

- Treated 69.639 MGM and average of 2.273 MGD.
- Transferred 1,481,715 gallons of sludge from the SBR's to the digesters.
- Taylor CSO (outfall 002) – no discharge.
- Rollins CSO (outfall 003) discharged 0.388 MGD on 2/1/2021 due to snow melt.
- Seven Bridges CSO (outfall 004) discharged 0.286 MGD 2/1/2021 due to snow melt.
- Holman Rd CSO (outfall 005) – no discharge.
- 0.42 inches of rain fall over a period of 5 days.
- Conducted an industrial pretreatment inspection and collected a sample for Total Powder and Coat.
- Kyle Burns with Mid America Liner inspected the liner in digester #1 at WWTP and provided a quote for replacement.
- Assisted the street crews with clearing snow from the city streets.
- Cummins replaced the heater on the Darwood pump station generator.

- Completed the annual sludge report and submitted it via online reporting to MDNR and EPA region 7.
- Serviced the priming probe on the pista grit pump at WWTP.
- The chemical feed pumps on the bioxide tank at Morley station failed, it was discovered pump #2 was drawing air, the pump was isolated and normal operation was resumed on pump #1. Evoqua made a service trip to install new bellows in the pumps and inspect the entire system.
- Water D&C assisted the WWTP crew with removing all the grit from the wet well at Seven Bridges station in an effort the reduce wear or damage to the pump impellers. This will be inspected monthly.
- Lots of equipment and pump station checks were conducted due freezing temps.

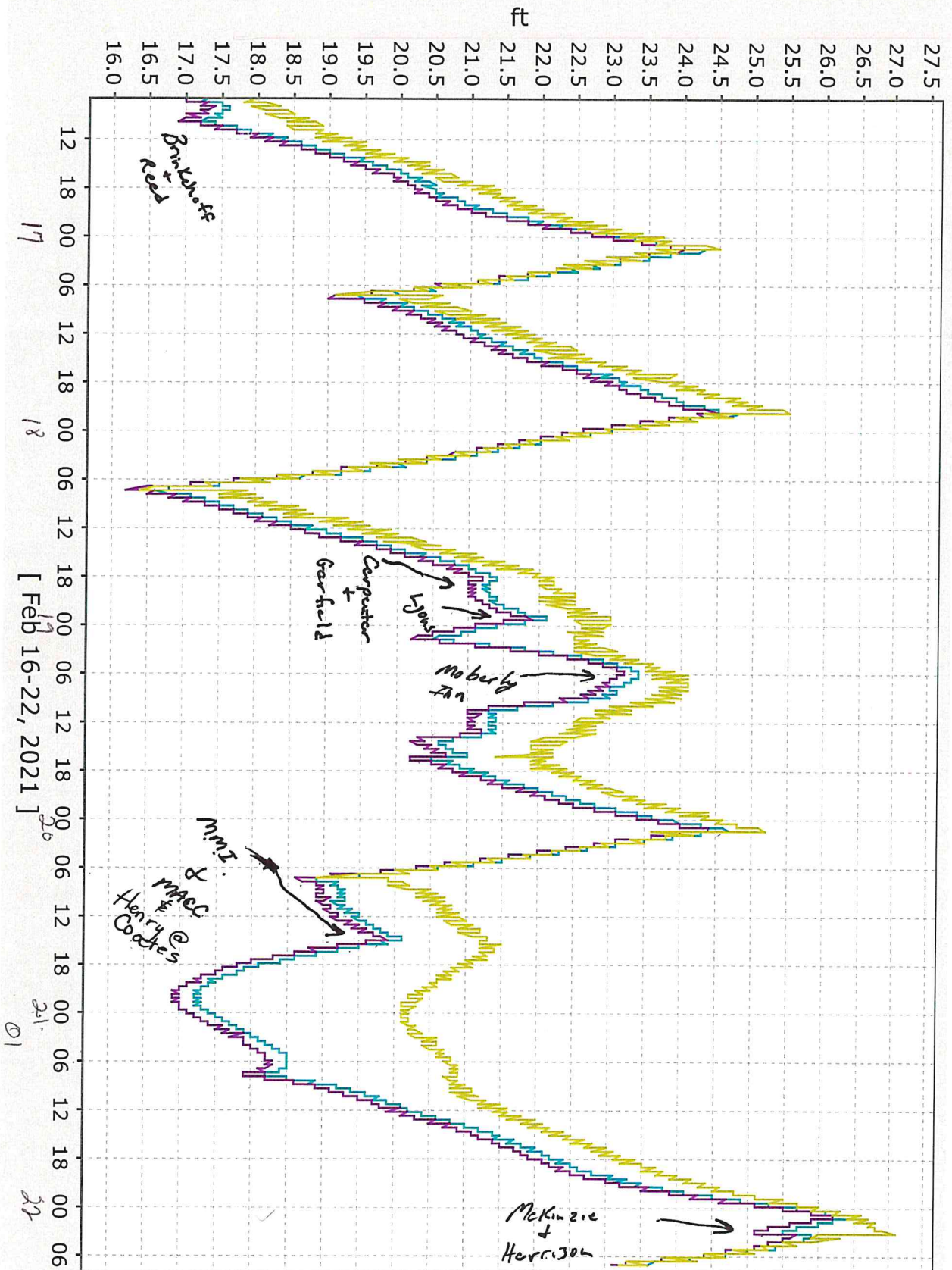
Water Plant

- Pumped 33,577,513gals of finished water to the distribution system. This is a daily average of 1,199,197 gals per day.
- Performed 3,795 lab tests in house and 13 Bacteria tests for distribution on water leaks.
- Collected monthly TOC, SOC and 16 Bacteria samples for state analysis.
- Performed monthly preventative maintenance on the following equipment: Backflow preventers and 1720E turbidimeters on filters .
- Performed corrective maintenance repairs to caustic feed, South upflow clarifier and heaters in filter bay.
- Completed and submitted the Major Water User Report to DNR for 2020.
- Chased major water leaks and ran round the clock operations for a couple days to keep up with demand.

Water Quality Coordinator

- Stabilized and disposed of 302.9 lbs non-reusable materials
- Distributed 134.85 lbs of recycled material to Moberly residents for reuse
- Accepted 926.65 lbs hazardous waste into the Household Hazardous Waste Facility
- Managed Open Household Hazardous Waste Day on February 13th
- Made appointments with Moberly residents at Household Hazardous Waste Facility
- Invited Moberly residents and business owners to stormwater committee
- Hosted educational presentation to stormwater committee
- Cleaned weeds and trash out of rain gardens
- Finished 1st quarter outfall inspections
- Attended webinar on industrial stormwater permits
- Registered for meteorological webinar
- Registered for math webinar
- Wrote biannual report and collected supporting documents
- Submitted biannual report and supporting documents to DNR
- Finished editing SWMP draft
- Attended DNR conference calls about Land Disturbance Permit renewal
- Digitized records

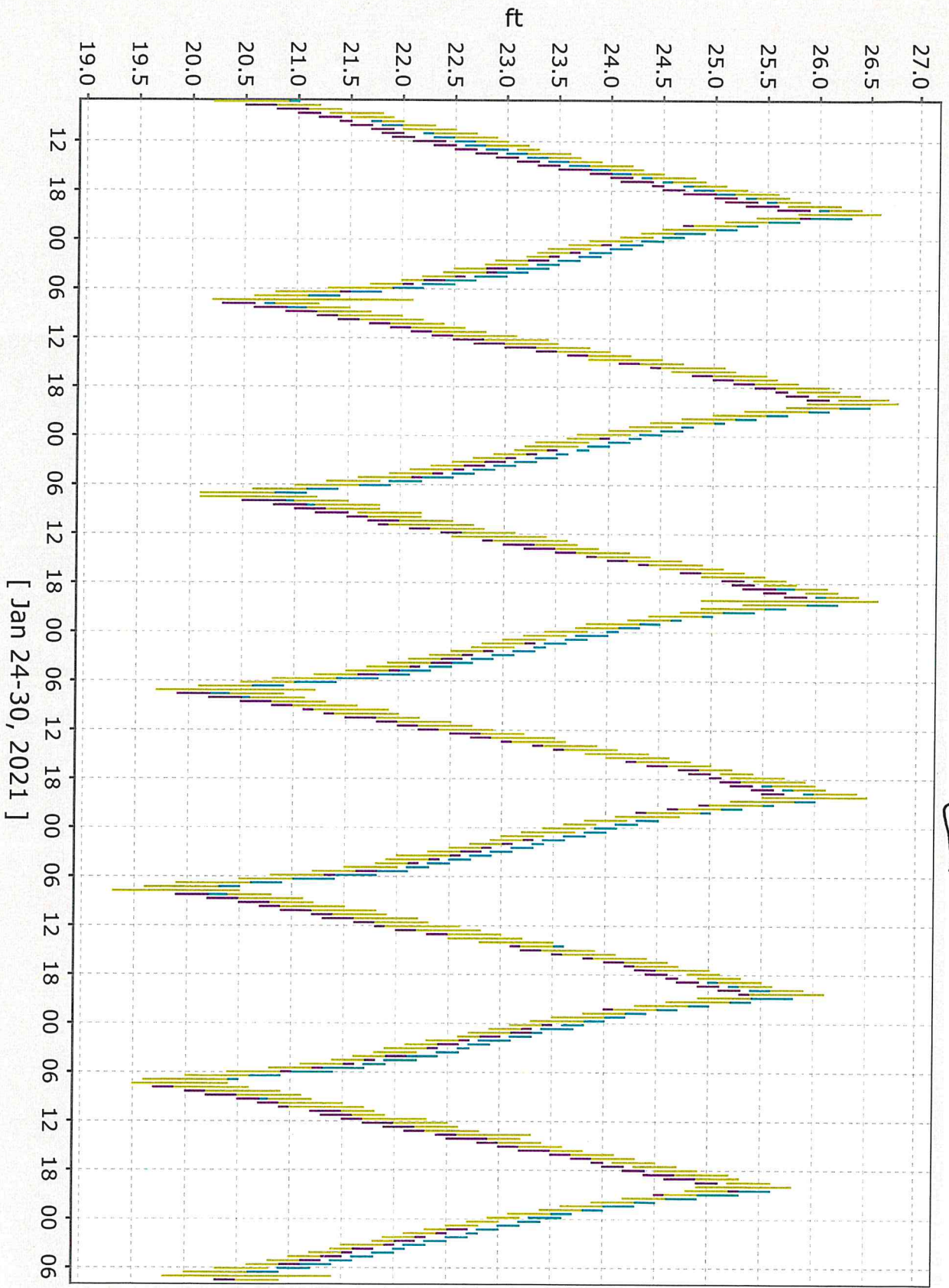
NOT NORMAL



1400 gpm out to system

[Feb 16-22, 2021]

NORMAL



MAEDC Economic Development Report

February 14, 2021 – March 13, 2021

Business Services

- Met with a business prospect for Howard County that we have named Project Homecoming. Held a follow up meeting with HCEDC, MAEDC, Howard Electric and Howard County Commission to discuss needs of the project. Presented two distinct proposal options for the company to consider based upon their growth needs. Exchanged follow up emails with them.
- Zoom conversation with Moberly hospitality prospect. Prospect expressed great interest in Moberly's Depot District and the potential opportunities. Prospect outlined their general needs, what limitations they would have, and investment needs. Coordinated with City of Moberly to address some of these items.
- Retail Strategies visited Moberly to reacquaint themselves with the available property. Met with them for about an hour to catch up retail progress and share local insights.
- Spoke with another bank about Moberly Hospitality project, bank felt the deal was beyond their risk tolerance.
- Project Green Thumb approached with a request to extend their purchase option by one month. Holding Company executive committee considered the request and granted the extension.
- Held lengthy conversation with Orscheln Farm and Home leadership following the acquisition announcement by Tractor Supply. Discussed the possibilities to protect as many of the Moberly operations as possible. Leadership shared more about the transition plan and next steps.
- Discussed a potential expansion option with a Howard County business. Determined EEZ and Missouri Works may be the best fit for them. Waiting to receive final construction information from the company.
- Finalized arrangements to execute a rent buy down program with Dot's Bakery for their relocation to a new storefront. The bakery is expanding and offering new services.

Community Partnership

- Participated in City of Moberly business meeting regarding stormwater permit. City does not expect major changes to stormwater policy; and listened to proposed measures the City is undertaking that will require community support.
- Joined a Zoom call with Derek Bryant, Blue Bell Farms outside Fayette, to discuss Howard County residential housing development opportunities and needs. Learned about Kendal at Lexington, a not-for-profit life plan community in VA. Discussed potential investors and other investment opportunities for the City of Fayette.
- Met with City of Moberly staff about housing development opportunities. Reviewed potential projects and hurdles, devised plans to move forward.
- Facilitated processing of contractual and reimbursement paperwork for multiple Moberly Depot District Private Property Improvement program recipients.
- Held a discussion with Supt. Aaron Vitt to discuss potential business/economic development needs in the City of Paris and how to address those needs. Followed up with a short questionnaire for Aaron to consider and provide thoughts.

- Fielded several questions from the City of Paris about administration of the local option sales tax funds. The Committee is interested in exploring new priorities and potentially funding new economic development initiatives.

General Services and Public Support

- Presented to Randolph County EXCEL group about the benefits of economic development and MAEDC's services. Utilized traditional presentations and team activities to teach the students about economic development. Received positive feedback and thanks from EXCEL organizers.
- Provided facility space to Swift Prepared Foods for two-day corporate meeting and two days of job interviews. Local plant manager and HR manager were appreciative of MAEDC for offering this service.
- Participated in numerous exchanges with City of Fayette leaders, officials, and Columbia developers for ongoing discussions regarding residential development opportunities in Fayette and New Franklin. Significant interest exists on all levels. Next steps include identifying a useable development site.

Regional Engagement

- As part of Michael's service on the Main Street Moberly board he participated in a meeting with Swift Prepared Foods about a potential partnership with them for Main Street's efforts.
- Participated in NMDP meeting in Macon. Topics focused on recent legislative advocacy and committee work. Group has attempted to tackle housing and rural childcare as an important issue facing Northeast Missouri.
- Participated in the MO Ag Initiative meeting where it was determined an adequate number of high school students had expressed interest in the initiative to pursue the next steps of identifying companies willing to apprentice students.
- Continued to lead the Northeast Missouri Development Partnership's rebranding efforts. Scheduled a meeting for mid-March to begin the selection process.

Internal Development

- Held a meeting of the Moberly Area Industrial Park Joint Board to discuss farming agreements moving forward with City of Moberly and Moberly Holding Company. Board worked to finalize acreage estimations based on feedback of USDA. Board met with its farmer to discuss property and came to an agreement on terms. Presented proposed lease to farmer.
- Participated in a conference call with an insurance benefits provider. Conversation did not provide any additional resources which resulted in MAEDC declining to pursue conversations further.
- Conference call with Grimshaw Accounting to discuss status of the account and how changes could be made to improve services.
- Received first draft of 2020 MAEDC Audit, sent to Board and Staff for comment.
- Received feedback from legal counsel about MAEDC investment opportunities. MAEDC has few limitations on investments provided the investment does not result in a controlling issue. However, income over 1,000 will result in significant tax liabilities that may make said investments undesirable.
- Joined Randal Weidenaar for seamless.ai lead generation software training and participated in the Rural Communities in Action: Leveraging Proven Models for Creating Change webinar.

Goals for Next Month

1. Hold follow up zoom call with Project Homecoming to discuss possible incentives and benefits to their business opportunities.
2. Walk housing properties in Howard County and explore development opportunities. Take photographs and share with developers to receive feedback.
3. Hold follow up meeting with Moberly downtown hotel prospect to discuss next steps and finalize preliminary site design.
4. Staff and Board review of MAEDC Audit. Finalize the Audit with Gerding, Korte, and Chitwood.
5. Publish next batch of Econ::Initiative materials focused on startup concepts
6. Finalize site selector mailings



#17.

MARCH REPORT 2021

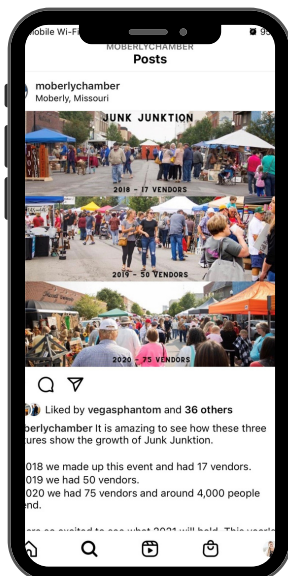
SOCIAL MEDIA STATS

LIKES/FOLLOWS

Month	Facebook	Instagram	Twitter
January	5,022	946	475
February	5,052	959	474
March	5,098	974	475

TOP POSTS FOR MARCH

Junk Junktion post
37 likes



National Employee Appreciation Day
Reached 2,796 people



175

- Ads still in progress.

2021 AD SPEND

Media	2019	2020	2021
Digital	\$10,644.12	\$8,530.54	\$300
Show me strong digital	0	\$2,989.99	
print	\$800.00	\$1,200.00	
Radio	0	\$4,998.00	
SEM	\$1,332.93	\$3,465.62	
Billboard	0	\$2,000.00	
Total:	\$12,777.05	\$23,184.15	\$300

OWNED COMMUNICATION ASSETS



- Published monthly newsletter with a 24.5 open rate (how many people opened it) and a 8.9% click through rate (how many people clicked on articles/links in the newsletter)
- Published monthly blog "Moberly's scenic spring activities"
- Updated tourism website to reflect 2021 updates/changes
- Continued adding 2021 events to the community calendar
- Created graphics and social media posts

CAMPGROUND STAYS

	Jan	Feb
Daily Rentals	22	37
Monthly Rentals	11	11
Total:	33	48



ADDITIONAL ITEMS

#17.

- Attended the virtual MDT's stakeholders meeting
- Executed Live video with Moberly Parks and Recreation, old Kids Caboose building
- Planning a tourism committee meeting with Moberly partners & started on presentation
- Attended Tourism Commission Meeting
- Worked on Community Betterment tasks (City Wide Yard Sale) & CID Promotional Items
- Starting planning commercial video shoot
- Accepted our \$10,000 Grant from MDT



PLANNED ACTIVITIES

- Continued to plan Junk Junktion 2021 (halfway full on vendors) & working on bringing Gus Macker to Moberly
- Meeting with partners, encouraging them to enhance, add, host or plan to host large tourism events
 - Have an event planner interested in a wedding show for 2022



MONTHLY BILLING

Item # Description	Jan	Feb	March
102.000.521: Advertising	\$1,500	\$1,500	\$1,500
102.000.540: Contract Labor	\$5,000	\$5,000	\$5,000
102.000.541: Administrative Fees	\$583	\$583	\$583
102.000.550: Consultant Contract	\$417	\$417	\$417
Total:	\$7,083	\$7,083	\$7,083