

**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
May 17, 2021
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval of Minutes from the May 3, 2021 Meeting

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

2. Proclamation for Historic Preservation Commission member.

3. A request from Moberly Chamber of Commerce to have street closures that prohibits parking and lifting of public consumption ordinance for 2021 Junk Junktion and Gus Macker street basketball tournament on September 25-26, 2021.

4. A request from Moberly Rotary Club, Altrusa Club and Fraternal Order of Eagles and Knights of Columbus to hold their 15th Annual Railroad Days on June 16-19, 2021 and to close certain roads and to have a beer garden in a closed area and to hang a banner on the Rollins Street overpass and Morley Street overpass beginning in early May.

Public Hearing and Receipt of Bids

5. Public Hearing: 2021 Proposed Property Tax Rates

Ordinances & Resolutions

6. An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Haynes Property, LLC For Property Located At 301 E. McKinsey.

7. An Ordinance Amending Chapter 26 Of The Moberly City Code By Adopting Article V Relating To Vacant Property Registration.

8. An Ordinance Amending Article II, Division 2 Of The City Code By Adopting Section 2-68 Relating To Order Of Business And Adopting Section 2-69 Relating To Agenda Preparation

9. An Ordinance Approving A Cooperative Funding Agreement Between The Downtown Moberly Community Improvement District And The City Of Moberly For Improvements To The Fennel Complex.

10. A Resolution Approving And Authorizing The City Manager To Execute A Purchase Agreement With A & W Communications, Inc., For 911 Equipment.

11. A Resolution Granting An Easement To Union Electric Company D/B/A Ameren Missouri From The City Of Moberly And Authorizing The Mayor Of Moberly To Execute The Easement On Behalf Of The City Of Moberly.

- [12.](#) A Resolution Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Granting Of A Conditional Use Permit To Melissa Anderson To Utilize Property For Outdoor Storage Of Large Vehicles And Boats.
- [13.](#) A Resolution Authorizing the City Manager to Enter Into An Agreement With Vandevanter Engineering/Cogent Inc., for the Purchase of Pumps and Equipment for the Taylor Street CSO Pump Station.
- [14.](#) A Resolution Approving A Professional Services Contract Between The City Of Moberly And Mark Twain Regional Council Of Governments For EDA Project Number 05-79-06034.
- [15.](#) A Resolution Appointing Donald Ryan As Emergency Management Director Of The City Of Moberly, Missouri.
- [16.](#) A Resolution Authorizing The City Manager To Purchase Mixers For Sludge Holding Basin #1 At The Wastewater Treatment Plant From Hydro-Kinetics Corporation.
- [17.](#) A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Official Reports

- [18.](#) Department Head Monthly Reports

Anything Else to Come Before the Council

- [19.](#) Consideration for approval of Renewal Liquor Applications.
20. Consideration of a Motion to Adjourn to a Work Session followed by a Closed Session to discuss the status of pending real estate and personal. (Closed Statute 610.021) (2, 3)

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.

May 3, 2021
City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Brubaker and seconded by Kyser to approve the minutes of April 19, 2021 Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A 2020 Annual Water Quality Report was presented to the Council by Mary Calcagno, Director of Public Utilities.

Mayor Jeffrey presented a Proclamation for Water Week in Moberly to Mary Calcagno and Matt Everts of the Public Utilities department.

Mayor Jeffrey presented a Proclamation for Local Government Week to City Hall Directors.

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

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO SUPPLEMENTAL AGREEMENT NO. 5 WITH BARTLETT & WEST, INC., FOR PROJECT STP-4500 (207)"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CGI COMMUNICATIONS, INC FOR A 2021 COMMUNITY VIDEO PROGRAM"**

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

Kyser made a motion to table Bill No. R1065 **"A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH A & W COMMUNICATIONS, INC., FOR 911 EQUIPMENT"** until the May 17, 2021, meeting per the City Manager, Brian Crane's request. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was tabled until the May 17, 2021, Council Meeting.

Kyser introduced **"A RESOLUTION AUTHORIZING SAFE PASSAGE TASTE OF MISSOURI WINE STROLL FOR AUGUST 14, 2021 ON PUBLIC SIDEWALKS, ALLEYS AND PUBLIC GROUNDS AND WITHIN 100 FEET OF A SCHOOL OR CHURCH"** 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 Kyser and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE DIFFUSER SLEEVES AND ORIFICE PLUGS FOR THE WASTEWATER PLANT FROM HYDRO-KINETICS CORPORATION"** 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 Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$1,021,307.40"** 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 Kimmons and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker Kimmons, Davis and Kyser. Nays: none.

The following liquor applications were submitted for approval:

James M. Bratcher, Bratcher's Fuel, 221 South Morley Street: (*Retail intoxicating liquor in excess of 5% alcohol, by package only; Retail intoxicating liquor in excess of 5% alcohol, package, Sunday Sales*).

James M. Bratcher, Bratcher's Market, 301 South Morley Street: (*Retail intoxicating liquor in excess of 5% alcohol, by package only; Retail intoxicating liquor in excess of 5% alcohol, package, Sunday Sales; Wine and malt beverages, permit to allow tasting on premises - limitations - MO Statutes 311.294*).

Robbin Griffith, Dollar General #1811, 2200 East Outer Road, Suite A: *(Retail intoxicating liquor in excess of 5% alcohol, by package only).*

Robbin Griffith, Dollar General #1230, 643 N. Morley: *(Retail intoxicating liquor in excess of 5% alcohol, by package only).*

Dan Cintron, Pizza Hut, 1311 Highway 24 East: *(Retail malt liquor not in excess of 5% alcohol, by package only - Sunday sales included).*

Jana Longbine, Mallard's Pub & Pool, 407 East Urbandale Dr, Suite D: *(Retail sale of all kinds of intoxicating liquor by drink, including package sales).* Let the record reflect that the Clerk updated the name to "Mallard's Pub & Pool" from "Mallard Pub and Pool" for inclusion in the official minutes.

David Lynn, The Wabash, 111 East Coates St: *(Retail sale of all kinds of intoxicating liquor by drink, including package sales; Retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant/bar)).*

A motion was made by Kyser and seconded by Brubaker to grant the licenses subject to investigation. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey nominated Don Hughes, Harley Mattox, and Mary Lee Noel to be reappointed to the Parks and Recreation Board. A motion was made by Kyser and seconded by Davis to reappoint Don Hughes, Harley Mattox and Mary Lee Noel to the Parks and Recreation Board. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey nominated Tim Brubaker to be appointed as Council Member to the Downtown CID (Community Improvement District) Board. A motion was made by Kimmons and seconded by Davis to appoint Tim Brubaker as Council Member to the Downtown CID (Community Improvement District) Board. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey congratulated Troy Bock, Parks and Recreation Director, for the Distinguished Service Award that he received at the Moberly Chamber of Commerce Banquet on May 1, 2021.

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 Kyser to adjourn to a work session followed by a closed session to discuss the status of pending real estate. (Closed Statute 610.021) (2). 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 Brubaker to adjourn. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Work Session

The following was discussed at the work session:

Review of Easements Documents from Ameren UE.

An Ordinance Amending Article II, Division 2 Of The City Code By Adopting Section 2-68 Relating To Order Of Business And Adopting Section 2-69 Relating To Agenda Preparation.

A request from Moberly Chamber of Commerce to have street closures that prohibits parking and lifting of public consumption ordinance for 2021 Junk Junktion and Gus Macker street basketball tournament on September 25-26, 2021.

An application submitted by Haynes Property requesting a zoning change from a B-3 (General Business District) to an R-2 (Two Family Residential District) for the property located at 301 E McKinsey Street.

An application submitted by Jimmy O'Loughlin on behalf of Melissa Anderson for a conditional use permit for a proposed RV storage and outdoor activity space for the property located at 1150 S Morley St.

A Resolution Appointing Donald Ryan As Emergency Management Director Of The City Of Moberly, Missouri.

Public Hearing Notice for the 2021 Proposed Property Tax Rate.

Discussion Regarding Replacement of Taylor Street CSO Replacement Pumps and Wet Well Materials.

An Ordinance Amending Chapter 26 Of The Moberly City Code By Adopting Article V Relating To Vacant Property Registration.

Cooperative Funding Agreement for the Fennel Complex.

A request from Moberly Rotary Club, Altrusa Club and Fraternal Order of Eagles and Knights of Columbus to hold their 15th Annual Railroad Days on June 16-19, 2021 and to close certain roads and to have a beer garden in a closed area and to hang a banner on the Rollins Street overpass and Morley Street overpass beginning in early May and a contribution of \$3,500. *The Council agreed to move this forward without the contribution of \$3,500.*

A Resolution Approving And Authorizing The City Manager To Execute The Second Amendment To The Agreement For Residential And Commercial Waste Collection With Advanced Disposal Services Solid Waste Midwest, LLC. *The Council tabled discussion of this item until the next work session on May 17, 2021.*

City of Moberly

City Council Agenda Summary

Agenda Number: #2.
 Department: Administration
 Date: May 17, 2021

Agenda Item: Proclamation for Historic Preservation Commission member.

Summary: The historic preservation commission would like to honor one of their board members.

Recommended

Action: Review the proclamation

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

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

City Council Agenda Summary

Agenda Number: #3.
 Department: Police
 Date: May 17, 2021

Agenda Item: A request from Moberly Chamber of Commerce to have street closures that prohibits parking and lifting of public consumption ordinance for 2021 Junk Junktion and Gus Macker street basketball tournament on September 25-26, 2021.

Summary: The Moberly Chamber of Commerce requests permission to close the 200, 300, 400, and 500 blocks of W Reed Street and the 100 and 200 block of N 4th Street on September 25 from 5:00am to 7:00pm to hold the 2021 Junk Junktion Vintage Market. They also request parking be prohibited in this area on September 25 from 5:00am to 7:00pm.

Closure of the 100 and 200 blocks of N Williams Street, and the following municipal parking lots. Parking lot west of the Municipal Auditorium, Depot Park parking lot and the City Hall parking lot north of City Hall, from Friday September 24th at 5:00pm to Sunday September 26th at 8:00pm for the Gus Macker street basketball tournament and prohibit parking on the 100 and 200 blocks of N Williams and the above listed parking lots.

Lift ordinance 6-5, public consumption of alcoholic beverages, beginning on Saturday 25, 2021 from 9:00am to 5:00pm for the streets, sidewalks and parking lots of the following areas, 200, 300, 400 and 500 block of W Reed Street. The 100 and 200 blocks of N 4th Street, the 100 block of N Williams Street and the municipal parking lot west of the Municipal Auditorium during the Junk Junktion and Gus Macker for event participants using designated cups/glassware and identifying wristbands. Alcoholic Vendors will only be the restaurants in the Depot District with a liquor license.

Recommended Action Approve this request.

Fund Name: N/A

Account Number: N/A

Available Budget \$: 0

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input checked="" 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 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



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

April 8, 2021

To: City of Moberly

RE: Junk Junktion & Gus Macker – Saturday, September 25, 2021 & Sunday, September 26, 2021

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

1. Permission to hold:
 - The Gus Macker Basketball Tournament on North Williams from Rollins to Coates Street and the parking lot directly West of the Moberly Municipal Auditorium, the Depot Park parking lot, the Moberly Municipal parking lot and city office's parking lot on Saturday, September 25th and Sunday, September 26th.
 - Junk Junktion Vintage Vendor Market on the 200, 300, 400 & 500 blocks of Reed Street, the 200, 300, 400 and 500 blocks and on 4th Street from Rollins to Coates Street on Saturday, September 25, 2021.
2. Permission to close
 - The 200, 300, 400 & 500 blocks of Reed Street and 4th Street from Rollins to Coates Street from 5:00am to 7:00 pm to hold Junk Junktion
 - Permission to close North Williams from Rollins to Coates Street, the parking lot directly West of the Moberly Municipal Auditorium, the Depot Park parking lot, the Moberly Municipal parking lot and city office's parking lot on Friday, September 24th from 5:00pm to Sunday, September 26th to 8:00pm for Gus Macker
3. Permission to prohibit parking
 - In the 200, 300, 400 & 500 blocks of Reed Street and on 4th Street from Rollins to Coates Street from 5:00am to 7:00 pm on Saturday, September 25th
 - Permission to prohibit parking on North Williams from Rollins to Coates Street, the parking lot directly West of the Moberly Municipal Auditorium, the Depot Park parking lot, the Moberly Municipal parking lot and city office's parking lot on September 24th from 5:00pm to Sunday, September 26th to 8:00pm
4. Public consumption ordinance to be lifted on Saturday, September 25, 2021 from 9am-5pm.
 - On the 200, 300, 400 & 500 blocks of Reed Street, on 4th Street from Rollins to Coates Street, on North Williams from Rollins to Coates and in the parking lot directly West of the Moberly Municipal Auditorium (in the street and on the sidewalks) during Junk Junktion & Gus Macker for event participants using designated glassware and identifying wristbands. Alcoholic vendors will only be the restaurants in the Depot District with a liquor license.
5. Permission to hang a Junk Junktion Banner on the Pedestrian Bridge over Rollins Street.

This event was established in 2018 to enhance MHS Homecoming weekend. In addition to giving out of town Homecoming attendees an activity to do it is now the largest tourism event in Moberly. Additionally, it not only supports our businesses in the Depot District, but our businesses in town. In 2020, 91 zip codes were received from 45 different counties in five different state and three countries with an estimate of around 4,000 people in attendance.

Vendors will again set up in the street to sell their items in the 200, 300, 400 and 500 blocks of Reed Street and the car show will be held on 4th Street from Rollins to Coates Street. Many out of towners do not know that 4th Street is a one-way street, so we are planning on closing this street for safety reasons and to use as the car show event zone.

NEW THIS YEAR. We will be adding a nationally known 3-on-3 basketball tournament. This event will be a Saturday and Sunday event. It will bring around 4,000-7,000 people depending on how many teams participate. This event will fill our hotels, increase traffic in our community for the weekend and bring a different demographic to Moberly. We know that combining Junk Junktion and Gus Macker will make for a great weekend, encouraging people to "Come Home to Moberly".

What is labeled as Area 1 will be used as the first priority for Gus Macker. Area 2 we are just requesting as a backup in case we have an overwhelming number of teams sign up. We keep all city staff informed as the date to this event approaches if we need this space or not.

We will space vendors further apart, have hand sanitizer stations and provide masks if the COVID-19 pandemic is still prevalent. Downtown merchants will each be notified of the event and the road closure and they will be encouraged to have a free booth space in the street to enhance their sales. This event was very well received by Downtown merchants the past few years and the majority had a substantial increase in sales. Restaurants and shops outside of the Depot District will also be notified as it increases their business as well.

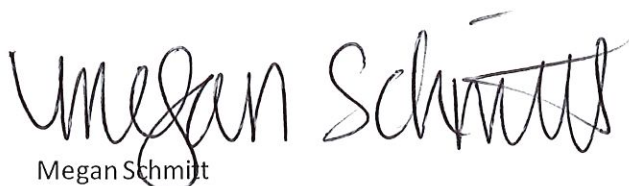
In 2019 and 2020 we imitated the Taste of Missouri Wine Stroll by requesting enforcement of the ordinances regarding the open container and consumption of alcohol be lifted temporarily in Downtown Moberly. This worked exceptionally well last year having zero (0) reported incidents according to the Moberly Police Department. Attendees will again be able to purchase alcoholic beverages from licensed alcohol vendors and participating restaurants in the 200, 300, 400 and 500 blocks of both Reed and Coates and "sip and shop" during the event in the street and on the sidewalks.

The alcohol vendors will card participants and provide a designated armband to those approved to drink alcohol during the event. We will carry liability insurance for this event. The alcohol vendors will provide designated cups to be used within the specified areas.

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

Thank you for your time and consideration.

Sincerely,



Megan Schmitt

Executive Director – Moberly Area Chamber of Commerce



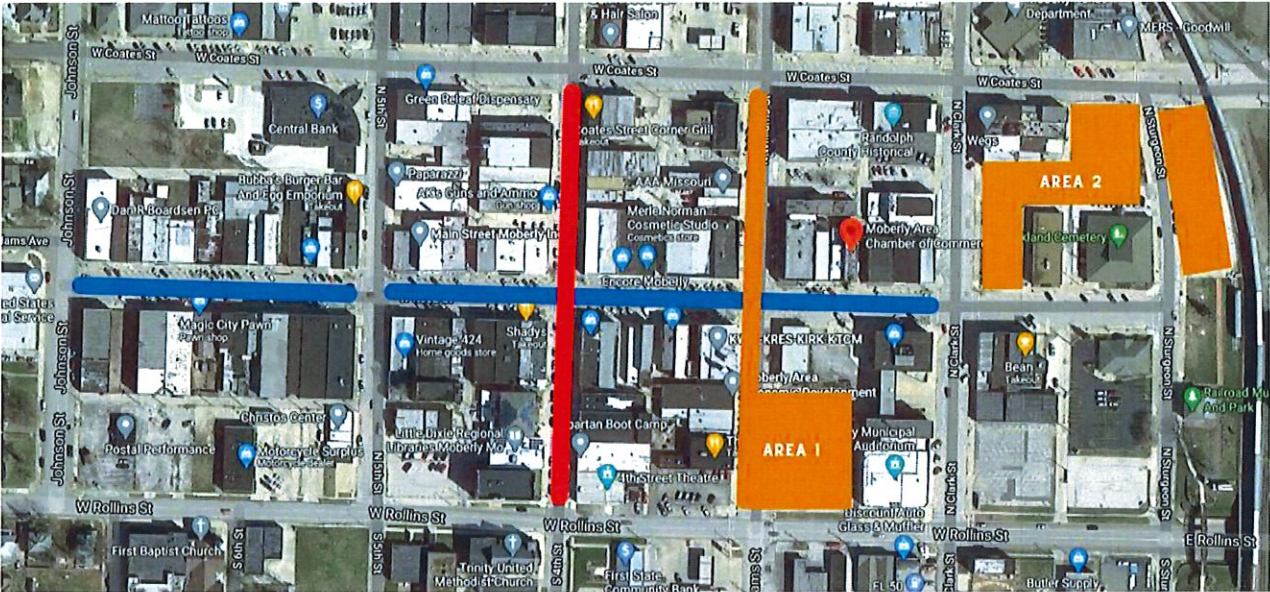
Moberly Area Chamber of Commerce
211 West Reed Street | Moberly, MO 65270
phone 660.263.6070 | fax 660.263.9443
www.MoberlyChamber.com

Map of the Event Zone:

 **JUNK JUNKION VENDORS**

 **CAR SHOW**

 **BASKETBALL TOURNAMENT**



City of Moberly

City Council Agenda Summary

Agenda Number: #4.
 Department: Police/Administration
 Date: May 17, 2021

Agenda Item: A request from Moberly Rotary Club, Altrusa Club and Fraternal Order of Eagles and Knights of Columbus to hold their 15th Annual Railroad Days on June 16-19, 2021 and to close certain roads and to have a beer garden in a closed area and to hang a banner on the Rollins Street overpass and Morley Street overpass beginning in early May.

Summary: The Moberly Rotary Club, Altrusa Club, fraternal Order of Eagles and Knights of Columbus request approved to hold the 15th annual Railroad Days in downtown Moberly June 16th through June 19th. To accommodate carnival rides, staging and vendors booth spaces, they request the closure of Sturgeon Street from Coates to Rollins, the east half of the 100 block of W Reed, leaving the alley open. The parking lot adjacent to City Hall and the parking lot east of the 200 block of Sturgeon Street (across from City Hall) and the parking lot for Moberly Parks and Recreation in the 200 block of N Clark Street. Parking lot and road closures are requested to begin on Sunday June 13th and end on Sunday June 20th. Moberly Eagles would like to have a beer garden in an enclosed area near the main stage during this event. The organizations would like permission to hang banners on the Rollins Street and Morley Street overpass starting in early May. They will be instructed to provide the City of Moberly insurance.

Recommended Action Approve this request

Fund Name: N/A

Account Number: N/A

Available Budget \$: 0

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input checked="" 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 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

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

April 19, 2021

Dear Brian and City Council Members,

The Moberly Rotary Club along with the Altrusa Club of Moberly, Fraternal Order of Eagles and Knights of Columbus respectfully ask approval to schedule the 15th Annual Moberly Railroad Days Festival for June 16th through June 19th, 2021 in Downtown Moberly.

We would like to request permission to hang Railroad Days Banners on the Railroad overpass on Rollins Street as well as the overpass on Morley Streets beginning in early May.

We are also requesting that the following areas be blocked off to accommodate carnival rides, staging and vendor booth spaces beginning Sunday, June 13th and ending Sunday June 20th.

- Sturgeon Street from Coates to Rollins and the East half of the 100 block of West Reed Street keeping all alley ways open for emergency vehicle access.
- Parking areas across the street from and adjacent to City Hall and the Moberly Parks and Recreation Office.

We are also asking permission for the Moberly Eagles club to operate a beer garden in an enclosed area near the main stage of the event, where we will also be hosting several other events as well as other entertainment. This club carries a liquor license at their facility and has agreed to obtain the necessary documentation and permits needed to provide this service.

As this Festival provides a fun and rewarding venue for Moberly families and citizens, and as it attracts people to our city, we are respectfully asking that the City of Moberly contribute \$3,500.00 to help pay for entertainment and logistics.

Many groups will be working hard on this years event, including Moberly Rotary Club, Knights of Columbus, the Randolph County Historical Society and other clubs and organizations to help make this event successful and fun while promoting the historic significance of the Railroad in the History of Randolph County.

As we traverse through the COVID-19, we know that we may need to post-pone or cancel this event. We will abide by directives of government agencies and other authorities and know that things are changing rapidly.

Kindest Regards,
Moberly Railroad Days Steering Committee

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: May 17, 2021

Agenda Item: Public Hearing: 2021 Proposed Property Tax Rates

Summary: 2021 Proposed Property Tax Rates

Recommended

Action: Hold the Public Hearing on 05-17-2021.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

Notice of Public Hearing

A Public Hearing will be held at 6:00 p.m. May 17, 2021 in the City Council Room #5 at City Hall, 101 West Reed Street at which time citizens may be heard on the property tax rates proposed to be set by the City of Moberly, a political subdivision. The tax rate shall be set to produce the revenue which the budget for Fiscal Year 2021-2022 shows to be required from the property tax.

Each tax rate is determined by dividing the amount of revenue required by the current assessed valuation. The result is multiplied by 100 so the tax rate will be expressed in cents per \$100 valuation.

<u>ASSESSED VALUATION</u>	<u>2020</u>	<u>Est. 2021</u>
Real Estate	116,495,630.00	116,794,440.00
Personal	<u>40,342,987.00</u>	<u>42,303,956.00</u>
	156,838,617.00	159,098,396.00

<u>STATE ASSESSED</u>		
Real Estate	5,986,904.00	6,382,731.00
Personal	<u>970,707.00</u>	<u>1,128,972.00</u>
	6,957,611.00	7,511,703.00

TOTAL ASSESSED	163,796,228.00	166,610,099.00
-----------------------	-----------------------	-----------------------

Amount of Property Tax Revenue Budgeted for 2021	Proposed Tax Rate (Per \$100.00) for 2021
---	--

<u>FUNDS</u>		
General Fund	1,137,946.98	0.7251
Parks and Recreation	<u>528,154.01</u>	<u>0.3365</u>
	1,666,100.99	1.0616

These rates are based on the last assessed valuations made available by the Randolph County Assessor.

City of Moberly

City Council Agenda Summary

Agenda Number: #6.
 Department: Comm. Dev.
 Date: May 17, 2021

Agenda Item: An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Haynes Property, LLC For Property Located At 301 E. McKinsey.

Summary: The Planning & Zoning Commission recommended approval for the request of the re-zoning of 301 E McKinsey St.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<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 ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF HAYNES PROPERTY, LLC FOR PROPERTY LOCATED AT 301 E. MCKINSEY.

WHEREAS, Haynes Property, LLC submitted a Rezoning Application to the Zoning Administrator on February 18, 2021, to rezone property located at 301 E. McKinsey from B-3 (General Commercial District) 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 April 26, 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 property located at 301 E. McKinsey.

PASSED AND ADOPTED this 17th day of May 2021, by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer at Meeting

City Clerk

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: pd
Date Advertised: 4/10/21
Date Notices Sent: 4/7/21
Public Hearing Date: 4/26/21

APPLICANT INFORMATION:

Applicant: Joe Haynes Phone: 513-356-4657
Address: 11035 Audrain Rd 946, Centralia Zip: 65240
Owner: Joe Haynes, Haynes Property Phone: _____
Address: _____ Zip: _____

PROPERTY INFORMATION:

Street Address or General Location of Property: 301 E McKinsey
Property is Located In (Legal Description): Lot

Present Zoning Commercial Requested Zoning: Residential Acreage: _____

Present Use of Property: Empty lot

Character of the Neighborhood: _____

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	_____	<u>residential</u>
South	<u>Armory</u>	_____
East	_____	<u>residential</u>
West	<u>Morley St.</u>	_____

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 X 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 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: McKinsey
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 X

City of *Moberly!*

Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: AGENDA ITEM # 1

Meeting: April 26, 2021

Public Hearing to consider:

Public Hearing for an application submitted by Joe Haynes who is requesting the rezoning of 301 E. McKinsey from a B-3 (General Business District) to an R-2 (Two-family Residential District)

COMMENTS:

The parcel of land is located on the Northeast corner of E. McKinsey and S. Morley with frontage along E. McKinsey St. (50') and S. Morley St. (162') with a total of 8,100 square feet. The property is bordered on the North and East with residential properties R-2 (Two-Family Residential District) and to the West and South with commercial properties B-3 (General Business District).

The proposed plan is to remodel the adjoining residential structure. Then the two properties will go through a lot split, running East to West creating a new residential lot facing Horsley Street. This would create two conforming lots 90' X 77' with 6930 square feet per lot. Which would allow for two (2) single family residences.

The existing lot is not large enough to develop with setbacks for a commercial lot on the corner and bordering a residential zone.

The Future land use map of the City comprehensive plan shows this parcel as business (General Commercial District), surrounded by residential (Two-Family Residential District).

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

Submitted by
Rick Ridgway

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: April 26, 2021
Action: APPROVAL

ON APRIL 26, 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-3 TO A (N) R-2 (ZONE) TO BE LOCATED AT 301 E. MCKINSEY STREET, MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE MAY 3, 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: _____

#7.

Department: Comm. Dev.

Date: May 17, 2021

Agenda Item: An Ordinance Amending Chapter 26 Of The Moberly City Code By Adopting Article V Relating To Vacant Property Registration.

Summary: This ordinance puts the vacant property registration back into our code books so that we can look at enforcement options such as Pro Champs, or other entities or even do it in house. This is very similar to what we have had on the code books in the past.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed

Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE AMENDING CHAPTER 26 OF THE MOBERLY CITY CODE BY ADOPTING ARTICLE V RELATING TO VACANT PROPERTY REGISTRATION.

WHEREAS, the City Council has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Council has a vested interest in protecting neighborhoods against decay caused by vacant property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of vacant property located within the city to discourage property owners from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, city staff recommends that the council adopt an ordinance to provide for the registration of vacant property, inspection of vacant property and a registration fee; and

WHEREAS, the Moberly City Council hereby adopts the recommendations of the city staff as follows.

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

SECTION ONE: Article V of Chapter 26 is hereby adopted to read as follows:

Article V. Vacant Property Registration.

Sec. 26-30. – Definitions.

For purposes of this Article V the following words shall be defined as follows:

(a) *Enforcement Officer* shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the city to enforce this code.

(b) *Evidence of Vacancy* shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash, junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements of neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

(c) *Owner* shall mean every person or entity who alone or severally with others, has legal title to any real property defined by this Article; has legal care, charge, or control of any such property; is in possession or control of such property; and/or is vested with

possession of control of any such property. The Property Manager shall not be considered the Owner.

(d) *Property Manager* shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

(e) *Real Property* shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the city limits.

(f) *Registrable property* shall mean any property that is vacant for more than sixty (60) days or any cancellation of Utility or Service, whichever occurs first. Property that contains all building systems in working order, is under contract for sale or rental or is being actively marketed by the owner for sale or rental and is properly maintained in accordance with property maintenance ordinances, shall not be deemed vacant so long as vacancy does not exceed one hundred eighty (180) days.

(g) *Registry* shall mean a web-based electronic database of searchable real property records, used by the city to allow owners the opportunity to register properties and pay applicable fees as required by this Article.

(h) *Semi-Annual Registration* shall mean six (6) months from the date of the first action that requires registration, as determined by the city, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

(i) *Utilities and Services* shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all city codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

(j) *Vacant* shall mean any parcel of land in the city that contains any building or structure that is not lawfully occupied.

Sec. 26-31. – Inspection and Registration of Vacant Property.

(a) The city, or its designee, shall establish a registry cataloging each Registrable Property within the city, containing the information required by this Article.

(b) The Owner of Vacant property located within the city shall within ten (10) days after the property becomes Vacant, register the Real Property with the City Registry.

(c) Initial registration pursuant to this section shall contain at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address and e-mail address.

(d) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of two hundred dollars (\$200.00) for each Vacant property. Subsequent non-refundable Semi-Annual renewal registrations of Vacant properties and fees in the amount of two-hundred dollars are due with ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be determined in the policy set forth in this Article.

Said fees shall be deposited to a special account in the city's department dedicated to the cost of implementation and enforcement of this Ordinance and fulfilling the purpose and intent of this Article.

#7.

(e) If the property is sold or transferred, the new Owner is subject to all the terms of this Article. Within ten (10) days of the transfer, the new Owner shall register the Vacant property. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.

(f) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty (30) day period, or portion thereof, the property is not registered and shall be due and payable with the registration. This shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.

(g) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.

(h) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Article and shall be subject to enforcement by any means available to the city.

(i) If any property is in violation of this Article the city may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to bring the property into compliance.

Sec. 26-32. – Maintenance Requirements.

(a) Properties subject to this Article shall be kept free of all nuisances as described in this Chapter.

(b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

Sec. 26-33. – Security Requirements.

(a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired.

(c) If a Registrable property has become vacant or blighted, a Property Manager shall be designated by the Owner to perform the work necessary to bring the property into compliance with applicable codes, and the Property Manager must perform regular inspections to verify compliance with the requirements of this Article and other applicable laws.

(d) Vacant property shall be posted with t

telephone number of either the Owner or Property Manager. The Owner or Property Manager shall be available to be contacted by the city Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. A sign shall be placed in a window facing the street of a size no less than eighteen (18) inches by twenty-four (24) inches with a font legible from a distance of forty-five (45) feet with the following information:

THIS PROPERTY IS OWNED OR MANAGED BY_____
THE OWNER OR MANAGER CAN BE CONTACTED AT
TELEPHONE NUMBER_____ OR BY E-
MAIL AT_____.

(e) Failure of the Owner or Property Manager to properly inspect and secure a property and post and maintain the sign noted in this section, is a violation and shall be subject to enforcement by all means available to the city. The city may take any necessary action to ensure compliance with this section, and recover costs and expenses associated therewith.

Sec. 26-34. – Additional Authority.

(a) If the Enforcement Officer has reason to believe that a property subject to this Article is posing a serious threat to the public health, safety or welfare, he may temporarily secure the property at the expense of the Owner and may recommend prosecution for code violations. Nothing herein shall limit the city from abating any nuisance or unsafe condition by any other legal means.

(b) If the Owner does not reimburse the city for the cost of temporarily securing the property, or of any abatement directed by the Enforcement Officer within thirty (30) days of the city sending the Owner the invoice then the cost of such action shall be lien on the property. In addition to the lien the city may pursue other legal recourse against the Owner.

(c) The city may contract with a vendor or contractor to implement this Article, and, if so, any reference to the Enforcement Officer herein shall include the entity the city contracts with for that purpose.

(d) Registration fees and penalties outlined in this Article may be modified by the city council at any time.

SECTION TWO: This Ordinance shall take effect immediately upon passage by the Moberly City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 17th day of May, 2021.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: #8.

Department: Administration

Date: May 17, 2021

Agenda Item: An Ordinance adopting Sec 2-68 and Sec 2-69 relating to council meetings order of business and consent agendas, respectively.

Summary: The City code does not have provisions for directing the City Manager to prepare an Agenda, the order of business on the agenda for public meetings or providing for a Consent Agenda. The proposed ordinance gives responsibility to the city manager to prepare an agenda and a list of items for an order of business on the agenda.

The ordinance also allows for the use of a Consent Agenda. Such agendas are a common practice by which administrative and non-controversial business authorized by resolution may be resolved in short order. Matters such as liquor license renewals, contracts and approval of reports can be grouped together and passed with one non-roll call vote instead of being voted on individually. Council members have the opportunity to remove an item from the consent agenda to be discussed and/or voted on separately.

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 AMENDING ARTICLE II, DIVISION 2 OF THE CITY CODE BY ADOPTING SECTION 2-68 RELATING TO ORDER OF BUSINESS AND ADOPTING SECTION 2-69 RELATING TO AGENDA PREPARATION.

WHEREAS, the city code does not provide for the Order of Business for conducting council meetings nor does it provide for the use of a Consent Agenda for conducting the regular business of the council; and

WHEREAS, city staff recommends that the council adopt an ordinance to provide for the Order of Business at city council meetings to ensure consistent and orderly public meetings and to provide for the use of a Consent Agenda in order to expedite the business of the council; and

WHEREAS, the Moberly City Council hereby adopts the recommendations of the city staff as follows.

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

SECTION ONE: Article II, Section 2-68 is hereby adopted to read as follows:

Sec. 2-68.- Order of Business.

The order of business of the council unless otherwise determined, shall be as follows:

- (1) Introductory Items
 - a. Pledge of Allegiance
 - b. Roll Call
 - c. Approval of previous minutes
 - d. Approval and adjustment of Agenda
 - e. Finalization of Consent Agenda. Council to indicate any items on which comment is requested or items removed.
- (2) Special Items
 - a. Election Results
 - b. Oath of Office
 - c. Election of Mayor and Chairperson Pro Tem
- (3) Public Hearings and Receipt of Bids
- (4) Recognition of Visitors
- (5) Communications, Requests and Informational Items
- (6) Ordinances
- (7) Consent Agenda
- (8) Resolutions not on the Consent Agenda
- (9) Public Comment
- (10) Official Reports
- (11) Anything Else to Come Before the Counsel
- (12) Work Session Agenda

SECTION TWO: Article II, Section 2-69 is hereby adopted to read as follows:

Sec. 2-69. Agenda preparation.

- (a) The City Manager shall prepare the Agenda for council meetings in accordance with the provisions of this chapter relating to the order of business.
- (b) The City Manager, at his discretion, may place any item of business on a Consent Agenda, provided the item does not involve any advertised public hearing and as to which no request has been made by a city council member to discuss the matter. An item of business placed on the Consent Agenda may be removed at anytime prior to the finalization of the Consent Agenda as provided in section 2-68 of this chapter. An item of business shall be removed from the Consent Agenda if a request is made by a council member to speak or have discussion on the matter. Items of business on the Consent Agenda shall be voted upon by the council in its entirety and shall not be taken up for consideration as separate matters.
- (c) A vote by a council member for adoption of the Consent Agenda shall mean the council member has requested their vote be recorded as an aye vote for each separate item on the Consent Agenda and shall be recorded as such. A vote against adoption of the Consent Agenda shall be recorded as a nay vote on each item placed on the Consent Agenda and shall be recorded as such. Provided, however, a city council member when casting an aye or nay vote may specifically exclude from such vote for approval or disapproval of a specific item on the agenda, and in such event the city clerk shall record the exceptions accordingly.

SECTION THREE: This Ordinance shall take effect immediately upon passage by the Moberly City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 17th day of May, 2021.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: #9.
 Department: Comm. Dev.
 Date: May 17, 2021

Agenda Item: An Ordinance Approving A Cooperative Funding Agreement Between The Downtown Moberly Community Improvement District And The City Of Moberly For Improvements To The Fennel Complex.

Summary: Please see attached summary and pictures.

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 APPROVING A COOPERATIVE FUNDING AGREEMENT
BETWEEN THE DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT
AND THE CITY OF MOBERLY FOR IMPROVEMENTS TO THE FENNEL COMPLEX.**

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

SECTION ONE: The Downtown Moberly Community Improvement District (the “District”) and the City of Moberly (“City”) desire to collaborate to create a community event space with a historic downtown building profile for the Fennel Complex located at Clark and Coates streets in downtown Moberly.

SECTION TWO: City staff have negotiated a Cooperative Funding Agreement (the “Agreement”) with the District for mutual cooperation and to share the costs of improvements to the Fennel Complex as described in the attached Agreement.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 17TH day of May, 2021.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, City Clerk

COOPERATIVE FUNDING AGREEMENT

THIS COOPERATIVE FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2021, by and between the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”); and THE CITY OF MOBERLY, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street – City Hall, Moberly, Missouri 65270 (the “**City**”).

RECITALS

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

B. The City has acquired three major connected structures generally known as the “Fennel Complex” located at Clark and Coates Streets in the City’s downtown area and consisting of the Fennel Building, an 8,500 square foot, two story structure; the former Pro Auto Building, a 5,000 square foot, single story structure; and portions of a building formerly serving as the J. T. Cross Lumberyard (collectively, the “**Fennel Complex**”).

C. The City has initiated significant efforts to refurbish and rehabilitate portions of the Fennel Complex including removal of roofing, deck and deteriorated trusses of the Fennel Building and replacement with a 20-year roof membrane in an original design style, tuckpointing, and installation of new doors and window replacements; and installation of a steel truss roof with all new joists, decking, and roof on the Pro Auto Building.

D. In addition, the City contemplates construction of an internal canopy and roof approximately 20 feet deep around the three sides of the former J. T. Cross Lumberyard Building to provide a covered event space for farmers markets, athletic programs and events, bands and entertainment activity, or other events desirable for downtown outside venues; has obtained some of the materials necessary to undertake this improvement; and now seeks supplemental funding from the District to offset the foregoing improvement costs as well as a two unit internal rest room within the Pro Auto Building and accessible from the improved J.T. Cross Building space (collectively, the “**Improvements Program**”).

E. The Fennel Complex lies within the territorial jurisdiction of the District and the refurbishment and rehabilitation of the Fennel Complex would contribute to the alleviation of blighted conditions extant within the northern portion of the District and, accordingly, the Board of Directors of the District (the “**Board of Directors**”) is willing to contribute funds to the City to support the implementation of the Improvements Program, subject to the terms and conditions of and as further set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Confirmation of Findings and Determinations. The Board of Directors hereby confirms its prior findings and determinations: (i) that the funding and implementation of Improvements Program would return buildings within the downtown area which have suffered significant deterioration and are currently vacant to productive use and thus contribute to the alleviation of blighted conditions extant within the northern portion of the District; (ii) that the expenditures by the District contemplated in this Agreement are in furtherance of the goals and objectives of the revitalization program set forth in the petition leading to the establishment of the District; and (iii) that the undertakings by the District provided for in this Agreement are within the scope of the District’s powers pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571 the Revised Statutes of Missouri, as amended, and are for a public purpose.

2. District Contribution. The City has prepared a budget for materials and improvements necessary to undertake the Improvements Program as set forth on the table below:

<u>Cost</u>	<u>Item</u>	<u>Proposed Funding Source</u>
\$ 40,747	Concrete - internal portion of J.T. Cross Building	District
\$ 34,189	Concrete - exterior of Fennel Complex.	City (Street Improvement Fund)
\$ 5,000	Remaining materials for J.T. Cross roof/structure ¹	District
\$ 10,000	Restrooms In Pro Auto Building	District

¹ \$22,457 of total materials costs have already been paid for with previously approved City Street Improvement Fund allocations.

Subject to receipt of written notice and copies of applicable invoices from the City that the City has purchased and/or paid for materials and has the entered into binding agreements for or incurred costs related to the Improvements Program, the District shall pay to the City from legally available funds as follows: (i) \$40,747.00 to be used by or reimbursed to the City for material costs in connection with pouring and finishing of internal concrete floor of the former J. T. Cross Lumberyard Building; (ii) \$5,000 to be used by or reimbursed to the City for costs in connection with construction of an internal canopy/roof approximately 20 feet deep around three sides of the former J. T. Cross Lumberyard Building to provide covered event space; and (iii) \$10,000 to be used by or reimbursed to the City for costs in connection with installation of a two unit internal restroom within the Pro Auto Building, with secured ingress and egress to the J. T. Cross area, a total amount not to exceed **\$55,747.00** (the “**District Contribution**”). Payments under this paragraph 2 may be made in installments, based upon receipt of appropriate notice and documentation as herein provided. In the event such payments occur in any subsequent year, the payments for the District Contribution shall be subject to annual appropriation by the Board of Directors for the applicable year.

3. **Undertakings by the City; Indemnification of the District.** The City in its own name and applying the District Contribution and other amounts legally available to the City shall arrange for the design, installation, and implementation of the Improvements Program and shall complete or cause to be completed the entire Implementation Program in a workmanlike manner on or before _____, 202____. (the “**Completion Date**”). Subject to the requirements of this Agreement, the City shall have complete and exclusive control over the implementation the Improvements Program. The City shall be solely responsible for any cost overruns associated with any item of the Improvements Program or any other costs in excess of the amount of the District Contribution. Additionally, in consideration of the District’s promise to make the District Contribution as provided in this Agreement, the City hereby agrees to indemnify, defend and hold harmless to the full extent lawful the District, its officials, officers, agents, attorneys, employees or representatives from and against any claim, action, proceeding, demand or award initiated at any time by or on behalf of any party other than a named party to this Agreement and directed to the District or any of its officials, officers, agents, attorneys, employees or representatives and arising out of this Agreement, the expenditure of funds authorized hereunder, the design, installation, and implementation of the Improvements Program and any portion thereof, failure or deficiency of any payment to contractors or subcontractors of the City, personal injury or property damage related to the design, installation, or implementation of the Improvements Program or any portion thereof, or any actions taken or omitted by an agent or employee of or contractor or subcontractor to the City involved in any way in connection with the design, installation, or implementation of the Improvements Program or any portion thereof.

4. **Force Majeure.** The time provided in paragraph 3 of this Agreement within which the Improvements Program is to be completed shall be automatically extended appropriately as a result of actions or inactions not within the reasonable control of the City, including, without limitation, construction delays due to sustained inclement weather conditions, delays caused by competent legal authority, strikes, lockouts, labor disputes, riots, fire or other casualties, tornadoes, acts of God, acts of the public enemy, accidents, governmental restrictions (other than those imposed by the City), or unanticipated or unusual site conditions, priorities regarding acquisition of or use of materials; *provided that* in the event of any such delays, the City shall promptly notify the District in writing stating the nature of the delay which, in the reasonable opinion of the City, justifies the extension.

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

6. **Notices.** All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately

when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

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

If to the District: Downtown Moberly Community Improvement District
101 West Reed Street
Moberly, Missouri 65270
Attn: Chair

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

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

7. **Term of Agreement; Assignment.** This Agreement shall terminate upon the later of: (i) the Completion Date; or (ii) the date upon which all amounts to be paid under paragraph 2 of this Agreement have been made; *provided that* the indemnification obligations of the City shall survive expiration or termination for any reason of this Agreement. This Agreement shall not be assignable by any party without prior written consent of the other party.

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

9. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall constitute or be deemed to be a waiver by the City or the District of that party's sovereign immunity.

10. **No Third-Party Beneficiaries.** This Agreement is not intended to create or result in any third-party beneficiary and shall not create any rights enforceable by any third-party.

11. **Entire Agreement; Amendment; No Waiver by Prior Actions.** The parties hereto agree that this Agreement shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. 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 hereto 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.

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

13. **Binding 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 City, the District, and their respective successors and permitted assigns.


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

15. **Headings; No Presumption; Agreement Preparation.** The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. Each party to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement. This Agreement shall be construed without regard to any presumption or other rule of construction whereby ambiguities within this Agreement or such other document would be construed or interpreted against the party causing the document to be drafted. The parties hereto each further represent that the terms of this Agreement has been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party hereto.

16. **Execution; Counterparts.** Each person executing this Agreement 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 Agreement 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 both parties may not have executed the same counterpart. In proving this Agreement, 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 DISTRICT and the CITY have caused this Agreement to be executed in their respective names and attested to as of the date first above written.

DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT

By :  _____
Brian Crane, Chair

ATTEST:

By:



Secretary

THE CITY OF MOBERLY

By:

Jerry Jeffrey, Mayor

ATTEST:

City Clerk

Summary

As part of the Fennel Complex, the JT Cross building walls were retained as the brick was in good shape and maintained the historic downtown building profile. It also shared a wall with the former Pro-Auto Building which now houses PD and FD equipment, vehicles, and general storage. These walls without internal support would have to be braced up for long term support. Rather than just have functional support, we could create event space with minor modifications to the support structure. The idea grew and we met with Caring Communities, the Downtown CID, Chamber, and our tourism consultant, Destination Services. All organizations see a benefit and use for a facility who would like to rent a facility out of this area. It would provide a good environment for it with ample off-street parking and protection from the rain/sun for many activities.

Ideas presented and proposed for this area were a farmers’ market, artificial ice-skating rink, concert area, RR Days expansion, weddings and social gatherings and PD and FD training. The initial plan immediately below was submitted to the CID board for consideration, and the board, council rep and other affiliated organization attendees liked the idea and felt like the scope should be expanded. Those recommendations are shown with estimated costs below the initial figures.

Initial proposal;

<u>Cost</u>	<u>Item</u>	<u>Proposed Funding Source</u>
\$ 40,747	Concrete - internal portion of J.T. Cross Building	District
\$ 34,189	Concrete - exterior of Fennel Complex.	City (Street Improvement Fund)
\$ 5,000	Remaining materials for J.T. Cross roof/structure ¹	District
\$ 10,000	Restrooms In Pro Auto Building	District

¹ \$22,457 of total materials costs have already been paid for with previously approved City Street Improvement Fund allocations.

Recommended additional features;

- \$10K above and beyond for the increased size of the now multi-stall restrooms
- \$12K for mural and associated features
- \$4K to extend 2” water line to the front of all three buildings, this is with Utilities doing in-house
- \$3K for lighting poles (Can maybe extend/add this in with fencing)
- \$10K for LED lighting, and electrical (materials/labor)
- \$15K for Black wrought iron looking fence with twin gates. (figuring 250’ of coverage, cost will fluctuate with type of gates)

CID cost for initial proposal would be \$55,747

With additional features totaling approx. \$54,000, total would be around \$110K.

Other potential sources of funding are grants for Farmer’s Markets, Utilities to fund water main extension, tourism has agreed to fund some on the mural.

While the City has put significant funds into this complex, the police and fire have a solid next-door facility for storage of vehicle and equipment and will also have access to the proposed restrooms that would be internal in that building.

We are currently working with the MTCOG under a \$34K marketing grant for the buildings. We have companies that specialize in this area submitting proposals now to market the Fennel either in segments or as a full deal. The goal of this work was to protect a historic cornerstone building to our downtown and preserve it in a basic state where a wide

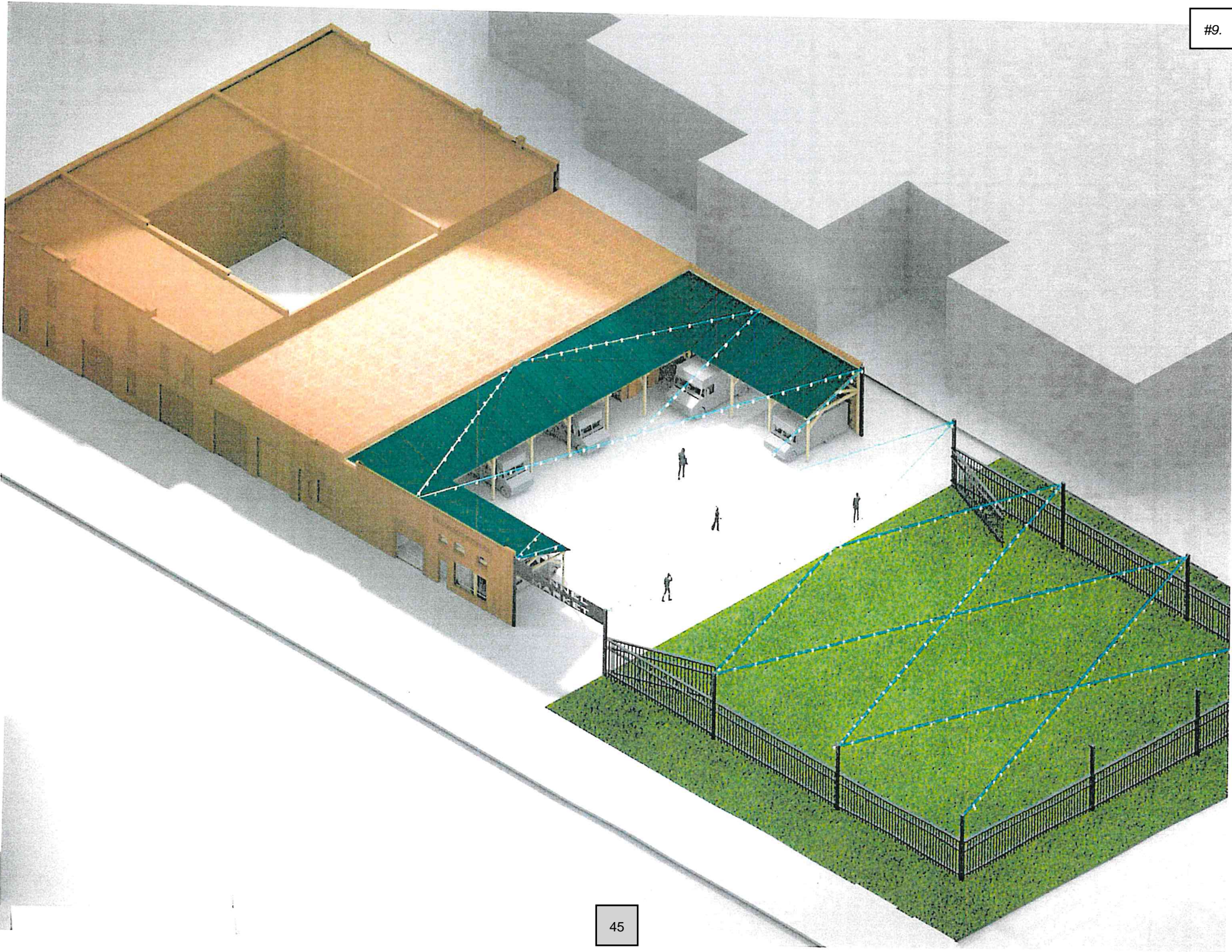
range of businesses could come in and have the opportunity to put in a viable company that would continue the work on the facility to meet their specific needs and be a draw for the downtown and build our tax base for the City/CID.

The JT Cross portion of it would be an added feature to possibly provide event space for the associated business or just for the community in general. I have attached some renderings of the proposed event space created by Adam Flock.









City of Moberly

City Council Agenda Summary

Agenda Number: #10.
 Department: Police
 Date: May 17, 2021

Agenda Item: A Resolution Approving And Authorizing The City Manager To Execute A Purchase Agreement With A & W Communications, Inc., For 911 Equipment.

Summary: Moberly Joint Communications Center must replace its current 911 computers and software. The current equipment was placed in operation 2013. A&W Communications from Eolia MO was selected to replace the existing ATT equipment with Zetron Equipment. Zetron is significantly less expensive and as several surrounding counties also utilize Zetron for their 911 system, compatibility is assured allowing one or more counties to become backup PSAP for each other. Bid cost is 146,157.80 for a Zetron Max Call Taking three-position system. This bid does not include any on site connection equipment needs to facilitate a hard line connection between the Moberly PSAP and our back up PSAP. Total purchase price is \$146,157.80 per quote #3161. A purchase agreement has been received from A&W that stipulates one half of the total purchase price be paid upon delivery, set-up and testing at A&W Communications Shop

Recommended Action Approve this resolution

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input 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. R1065**RESOLUTION NO. R1065****A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH A & W COMMUNICATIONS, INC., FOR 911 EQUIPMENT.**

WHEREAS, the current 911 equipment in use at the Moberly Joint Communications Center is outdated and in need of replacement; and

WHEREAS, city staff determined that Zetron Equipment sold by A & W Communications (“AW”) is less expensive than comparable 911 computers and software providers and would be compatible with potential back-up PSAP systems; and

WHEREAS, AW provided a bid for the necessary Zetron 911 equipment of \$146,157.80; and

WHEREAS, city staff recommends accepting and approving the attached Purchase Agreement and authorizing the City Manager to execute the agreement on behalf of the city.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts and approves the attached Purchase Agreement and authorizes the City Manager to execute the 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 purchase of the Zetron 911 equipment on behalf of the city.

RESOLVED this 17th day of May, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

A motion was made by Kyser and seconded by Brubaker to table Bill No. R1065 until the 05-03-2021, Council meeting. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none 04-19-2021

A motion was made by Kyser and seconded by Davis to table Bill No. R1065 until the 05-17-2021, Council meeting. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none 05-03-2021

PURCHASE AGREEMENT

AGREEMENT made on the 17th Day of May, 2021 by and between the CITY OF MOBERLY, MISSOURI, herein “BUYER” and A & W COMMUNICATIONS, INC. of Eolia, Missouri, herein “CONTRACTOR”

THE PARTIES AGREE AS FOLLOWS: the CITY OF MOBERLY agrees to purchase the following equipment and installation of:

1. Zetron Max-Call Taking for three (3) positions as per CITY OF MOBERLY QUOTE #3161, dated January 13th, 2021 for a total sum of----- **\$ 146,157.80**

THE TOTAL PURCHASE PRICE IS \$ 146.157.80

This purchase includes all labor, licensing and equipment listed on attached Quote Number 3161.

PAYMENT TERMS: BUYER agrees to pay the CONTRACTOR ½ (ONE HALF) of the total purchase price (\$ 73,078.90) upon delivery, set-up and testing at A & W Communications, Inc’s Eolia shop. The final payment of \$ 73,078.90 will be due upon acceptance of the completed installation, training and testing of equipment.

COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

ENTIRE AGREEMENT: This is the entire agreement of the parties and can be modified or amended in writing by the parties.

WARRANTY: All equipment in this proposal shall be warranted as per the attached Zetron MAX Solutions Product Service Plan (PSP) and Zetron Terms and Conditions for a period of 5 YEARS. This warranty does not include damage caused by lightning or physical damage caused by the end user.

SOFTWARE UPDATES: Software updates, patches and upgrades will be provided as per the PSP by the manufacturer (Zetron) and installed by A&W Communications Technicians. It is requested that the customer supply an internet connection for remote access to the system to facilitate the installation and configuration of updates, patches and upgrades.

SERVICE LEVELS: A&W Communications will provide Tier 1 support for the supplied Zetron products and equipment for the entire duration of the PSP. If necessary, support calls and tickets will then be escalated to Zetron Support by A&W Communications Technicians. It is also requested that the customer supply an internet connection to allow for ease of access to diagnose and correct support issues with the system.

TRAINING: Operator training via a webinar is available, from Zetron, rather than a face-to-face classroom setting. The operator training uses the same training modules and materials as the factory training session and is taught by a live instructor. Web training is available for up to two

(2) sessions or four (4) hours per year for the life of the PSP. On-Site Training will be provided by A&W Communications Technicians until dispatchers are comfortable with the using the product.

ELECTRIC SERVICE AND BACKUP POWER: The customer will need to supply a minimum of two (2) - 20 amp dedicated circuits in the area/room where the max call taking system will be installed and a minimum of one (1) – 15 amp circuit at each console position. This proposal does not include uninterruptible power supplies or emergency backup power. Specifications on power requirements will be provided to the customer on request.

SCHEDULE AND IMPLEMENTATION: Upon receipt of an executed contract/signed purchase order A&W Communications will immediately order the proposed equipment. It is estimated that delivery will take approximately three (3) weeks from the time of delivery. It is estimated that staging and testing at our shop should take no more than two weeks and final deployment, testing, training and implementation will be an additional week. The final schedule may be need to be slightly altered due to other projects or unforeseen circumstances beyond the control of A&W Communications personnel. The new Max Call taking system will be deployed in tandem with the customers existing call taking to minimize down time.

FINAL ACCEPTANCE AND PAYMENT: Final acceptance and payment will be requested once the system has been fully installed, tested and working to the customer's satisfaction.

BUYER
CITY OF MOBERLY

CONTRACTOR
A&W COMMUNICATIONS, INC.

BY _____

BY _____

TITLE: _____

PRESIDENT _____

WITNESS: _____

A&W Communications, Inc 1918

Southridge Drive
Jefferson City, MO 65109

Quote Number: 3161

Quote Date: Jan 13, 2021

573-635-0106 573-634-
2927

Page:
1

Voice: Fax:

Customer ID Payment Terms Good Thru

Quoted To:

CITY OF MOBERLY
300 N. CLARK
MOBERLY, MO 65270
USA

Sales Rep

MOBERLYCITYOF Net 30 Days OWENBY 2/12/21

Quantity	Item	Description	Unit Price	Amount
1.00	ZET 905-0526	***** ZETRON MAX CALL TAKING -	41,533.60	41,533.60
2.00	ZET 950-1284	3 POSITIONS *****	3,461.00	6,922.00
		MAX CALL TAKING SERVER CORE		
		24 PORT POE RACK MOUNT		
	ZET 950-1401	SWITCH, INCLUDES 2 1000 BASE T	4,680.00	18,720.00
		SFP		
	ZET 950-1399	MODULES FOR COPPER	353.00	1,412.00
		NETWORKS MAX CALL TAKING PRI		
		GATEWAY (PATTON) **		
		MOXA RS232SERAIL DEVICE WITH		
		DIN RAIL MOUNTING KIT, ONE		
	ZET 905-0422	REQUIRED PER INTERFACE - ALI,	11,768.00	35,304.00
		MAPPING, CAD, CDR PRINTER, CDR		
	ZET 802-2220	OUTPUT ***	613.00	3,678.00
		MAX CALL TAKING		
	ZET 930-0249	WORKSTATION BUNDLE (WITH		
	ZET 930-0250	PC)		
		22" WIDESCREEN MULTI-TOUCH		
	ZET 930-0275	LCD MONITOR		
		MAX CALL TAKING TDD LICENSE MAX		
	ZET 930-0276	CALL TAKING EVENT RECALL (IRR)		
		LICENSE		
	ZET 930-0342	MAX CALL TAKING		
		SUPERVISOR LICENSE		
	ZET 930-0358	MAX CALL TAKING CALLER		
		NAME LOOKUP, ONE PER PER		
		PSAP		
		MAX CALL TAKING i3 INTEGRATED		
		TEXT TO 9-1-1 LICENSE		

Quantity	Item	Description	Unit Price	Amount
6.00	ZET 950-1077	LOCATION LICENSE, ONE PER PSAP REQUIRED	774.40	4,646.40
6.00	ZET 709-0170-10	DUAL PRONG HEADSET JACKBOX, DUAL VOLUME CONTROL	19.00	114.00
1.00	ZET 709-0004	10 FT SHIELDED CAT 5E CABLE	85.60	85.60
1.00	ZET 709-7890	FOR SPEAKERS	111.20	111.20
1.00	ZET 950-9351	25 PAIR CABLES, RJ-21, 10 FT	101.00	101.00
	MIIII-R196323LG1 1.00	PUNCH BLOCK Y CABLE CONNECTORIZED PUNCH DOWN BLOCK ***	2,000.00	2,000.00
	XMP-0343-BAS	LOCKING CABINET		
		MAX PSP BASE SERVICE PLAN, 1 YEAR SOFTWARE SERVICES, 1 YEAR HARDWARE SERVICES, 1 YEAR ADVANCE REPLACEMENT - 1ST YEAR WARRANTY ON 3 POSITIONS	5,250.00	21,000.00
	ZET XMP-0343-	MAP PSP EXTENDED SERVICE PLAN, PRICE INCLUDES 3 POSITIONS PER YEAR	10,530.00	10,530.00
	1.00 LABOR	LABOR ON SITE TO INSTALL AND CONFIGURE MAX CALL TAKING		
		***** ALL PRICES ARE QUOTED AS PER MISSOURI STATE CONTRACT CCE07012020_001 *****		

Subtotal 146,157.80

Sales Tax

TOTAL 146,157.80

ZETRON TERMS AND CONDITIONS**1. ACCEPTANCE**

These terms and conditions govern the sale of Products to buyer by Zetron, contain the complete and exclusive agreement between the parties and supersede all prior or contemporaneous proposals, negotiations and understandings, oral or written. "Products" means "Zetron Products", "Zetron Accessories" and any third party products sold by Zetron. "Zetron Products" means products manufactured by Zetron. "Zetron Accessories" means personal computers, monitors and computer components, computer and audio peripherals, networking equipment and power supplies, all such items as sold by Zetron to buyer and integrated as components of a Zetron communication system, excluding any third party software or firmware. No order shall be binding on Zetron unless accepted by Zetron in writing in its sole discretion. Any Zetron software Products are licensed, not sold, to buyer under the terms of Zetron's then - current standard software license agreement, which is incorporated into these terms and conditions. Products shall only be used in life safety applications with redundant systems unless otherwise agreed in writing by the President of Zetron.

2. PRICE

QUALIFIED RESELLER DISCOUNTS ARE AVAILABLE. Prices are for U.S. domestic shipments. Consult Zetron's International Sales Group/Offices for export prices. Industrial Net Price Definition: All prices are quoted as "Industrial Net Dollars". "Industrial Net" is defined as Zetron's suggested price in U.S. dollars for direct sales of designated products to U.S. end-users. Industrial Net includes the hardware and/or software being offered, standard factory programming (where applicable), warranty, and our standard levels of pre- and post-sale technical support. Industrial Net excludes shipping, duties, customs fees, taxes, insurance, and value-added reseller activities such as requirements definition, system design, programming, installation, training, system integration, testing, and preventative/corrective maintenance, all of which shall be paid for or provided by buyer. Applicable taxes will be paid by buyer, unless buyer provides Zetron with an acceptable tax exemption certificate. Product Groups: Product Groups as designated in the Price Book define the discount levels available to qualified resellers. Products without such designation are configured system products, each of which have separate discount levels available to qualified resellers. Consult Zetron for specific information.

3. ORDERING

Zetron will accept telephone, e-mail or faxed orders.

4. SHIPMENTS

Shipping is F.O.B. Redmond WA, U.S.A. Shipments are prepaid by Zetron, and buyer is invoiced for and shall pay all shipping charges. For Products shipped in the contiguous United States, shipping is UPS ground unless otherwise specified; UPS shipments require a street address, not a post office box number. Zetron will use commercially reasonable efforts to deliver Products by the estimated delivery date; however, shipment of Products is subject to availability, and ZETRON EXPRESSLY DISCLAIMS LIABILITY FOR ANY FAILURE TO MEET SUCH DELIVERY DATES.

5. PAYMENT

For buyers eligible for credit, normal payment terms are net 30 days from date of invoice, but other terms may apply. Partial shipments will be invoiced. Interest will be charged at the maximum rate allowed by law to all overdue accounts which are also subject to collection charges, including without limitation, reasonable attorney's fees.

6. LIMITED WARRANTY

Buyer assumes responsibility for the selection of the Products to achieve buyer's or its customer's intended results and for the results obtained from the Products. If buyer has provided Zetron with any requirements, specifications or drawings, or if Zetron provides buyer with such materials, such materials are provided solely for buyer's convenience and shall not be binding on Zetron unless agreed in writing by the President of Zetron. ZETRON DOES NOT WARRANT THAT THE PRODUCTS WILL MEET BUYER'S OR ITS CUSTOMER'S REQUIREMENTS OR SPECIFICATIONS OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

SUBJECT TO THE LIMITATIONS SET FORTH BELOW, Zetron warrants that all Zetron Products and Zetron Accessories will be free from material defects in material and workmanship for one year from date of shipment (except where indicated otherwise in the Zetron Price Book). For buyer's convenience, Zetron may purchase and supply additional items manufactured by others. In these cases, although Zetron's warranty does not apply, buyer shall be the beneficiary of any applicable third party manufacturer's warranties, subject to the limitations therein. Zetron's warranty covers parts and Zetron factory labor. Buyer must provide written notice to Zetron within the warranty period of any defect. If the defect is not the result of improper or excessive use, or improper service, maintenance or installation, and if the Zetron Products or Zetron Accessories have not been otherwise damaged or modified after shipment, AS ZETRON'S SOLE AND EXCLUSIVE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY, Zetron shall either replace or repair the defective parts, replace the Zetron Products or Zetron Accessories or refund the purchase price, at Zetron's option, after return of such items by buyer to Zetron. Shipment shall be paid for by the buyer. No credit shall be allowed for work performed by the buyer. Zetron Products or Zetron Accessories which are not defective shall be returned at buyer's expense, and testing and handling expense shall be borne by buyer. Out-of-warranty repairs will be invoiced at the then - current Zetron flat rate repairs rate. THE FOREGOING WARRANTY AND THE THIRD PARTY MANUFACTURER'S WARRANTIES, IF ANY, ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR ARISING UNDER LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

ZETRON SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE ARISING OUT OF OR CONNECTED WITH BUYER'S PURCHASE OR USE OF PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, DELAYS, LOST PROFITS OR SAVINGS, EVEN IF ZETRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDY ABOVE IS FOUND TO FAIL OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ZETRON'S LIABILITY (WHETHER FOR NEGLIGENCE OR OTHER TORT, IN CONTRACT OR OTHERWISE) EXCEED THE PRICE PAID TO ZETRON FOR THE PRODUCTS.

IP networks by their nature are subject to a number of limitations, such as security, reliability, and performance. Anyone using non-dedicated IP networks, such as shared WANs or the Internet, to connect to any Zetron Products or systems should consider and is responsible for these limitations.

8. CLAIMS, CANCELLATIONS AND RETURNS

- (a) Title to Products passes to the buyer upon delivery by Zetron to a carrier, at which time risk of loss or damage passes to the buyer. During transit, Zetron will insure the shipment and buyer shall pay for the insurance. If buyer fails to notify Zetron within 10 days after receipt of Products of any defect, shortage, or other failure to conform to the purchase order, the Products shall be considered accepted by the buyer as delivered.
- (b) Buyer may cancel all or any portion of any order for standard Zetron Products at any time prior to shipment, subject to a cancellation charge of 10% of the price of the cancelled Zetron Products.
- (c) Buyer may return standard Zetron Products to Zetron for any reason within 30 days after shipment, provided that the returned Zetron Products are received in their original condition, including all packing materials, for a refund of the price paid less a restocking charge of 20% of the amount invoiced for the returned Zetron Products, unless such restocking charge is waived by Zetron in writing. All returns must be previously authorized by Zetron. No refunds or exchanges are authorized after 30 days from shipment. All returns for repair should be accompanied by a letter stating the nature of the problem, the serial and model numbers, and the buyer(s) name and telephone number. Specifications and prices are subject to change without notice.

9. DESIGN CHANGES; CUSTOM PRODUCTS

- (a) Zetron reserves the right to make changes in the design of its standard Zetron Products at any time without incurring any obligation to make equivalent changes in Zetron Products previously manufactured or shipped.

- (b) Any Zetron Products to be modified to fit unique applications or needs of buyer or which are produced in whole or in part by Zetron to buyer's specifications (as agreed in writing by the President of Zetron), are subject to the terms of a custom products addendum which shall be incorporated into these terms and conditions. In the event of any conflict between the custom products addendum and these terms and conditions, the custom products addendum shall control.

10. INTELLECTUAL PROPERTY INDEMNIFICATION

- (a) Buyer shall defend, indemnify and hold harmless Zetron and its employees, agents, owners, and affiliates from and against all claims, damages, liabilities, losses and costs (including without limitation, reasonable attorneys' fees) arising from or based upon the use, sale or manufacture by Zetron, buyer or any third party, of any portion of the Zetron Products produced, in whole or in part, to buyer's specifications.
- (b) Except for buyer's indemnification obligations stated above, Zetron will indemnify buyer for any damages and costs finally awarded against buyer on the grounds that the Zetron Products, in the form delivered to buyer, infringe any U.S. patent or copyright, provided that buyer notifies Zetron in writing of such claim within 10 days after learning thereof and the buyer fully cooperates with Zetron and gives Zetron full control over the defense and settlement of the claim. If any such claim is brought or appears to Zetron to be likely to be brought, Zetron may, at its option, replace or modify the Zetron Products to make them non-infringing or refund to buyer, upon the return thereof to Zetron, the price paid for the Zetron Products at issue, less a deduction of 20% of the price for each full year which has passed since the date of shipment. Buyer shall discontinue all use of any portion of the Zetron Products that has been replaced or modified or for which the price has been refunded. THE FOREGOING REPRESENTS ZETRON'S SOLE RESPONSIBILITY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY INFRINGEMENTS OF ANY PROPRIETARY RIGHTS AND IS SUBJECT TO THE LIMITATION UPON ZETRON'S LIABILITY SET FORTH IN SECTION SEVEN (7).

11. EXPORT OF PRODUCTS

The export of any Products or other items acquired hereunder is subject to compliance with the export control laws of the U.S. and other jurisdictions including all U.S. and/or other government restrictions or licensing requirements applicable to a subsequent re-export or transfer (in country). Buyer represents and warrants that it is not subject to any order suspending, revoking or denying its export privileges and that any export of any Products or items acquired from Zetron will be in full compliance with all applicable U.S. and foreign laws, regulations and orders. Buyer shall defend, indemnify and hold harmless Zetron, and its employees, agents, owners, and affiliates, from and against any and all losses, costs, penalties, liabilities, obligations, claims, demands or expenses (including without limitation, reasonable attorneys' fees) of any kind arising out of, or occasioned by any export of the Products or other items acquired from Zetron.

12. CONFIDENTIALITY AND PROPRIETARY RIGHTS

Zetron's proprietary data ("Proprietary Data") includes, without limitation, all non-public ideas, product concepts, hardware, engineering data, software, specifications, manufacturing processes and techniques, reports, drawings, source code, protocols, computer databases, and other information embodied in any of the Zetron Products or otherwise disclosed to buyer by Zetron. Buyer promises to protect and preserve the confidentiality of all the Proprietary Data known to buyer. Buyer will not use any portion of the Proprietary Data except as may be required in connection with buyer's operation of the Zetron Products. No disclosure, publication, or discussion of Proprietary Data with or to third parties, other than employees who need to know the Proprietary Data for the purpose of utilizing the Products and who have agreed to protect its confidentiality, will be permitted without express prior consent of Zetron in each instance. Buyer shall take all appropriate actions to secure compliance by its officers, employees, agents and directors with the terms of this section. Buyer acknowledges that Zetron's remedies for any breach of this section may include, in addition to damages and other available remedies, injunctive relief enjoining any such breach.

13. LIMITATIONS ON ACTIONS

No action, regardless of form, arising out of these terms and conditions or the services or Products provided hereunder may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment of any portion of the price or any other amounts owed to Zetron under these terms and conditions may be brought at any time within one year after the last payment thereon.

14. FORCE MAJEURE

Zetron will not be in breach of its obligations hereunder if performance of such obligations is prevented, delayed or made impracticable by any cause beyond the reasonable control of Zetron, including without limitation, acts or omissions of buyer, acts of God or government, natural disasters or storms, fire, political strife, labor disputes, terrorism, failure or delay of transportation, default by suppliers or unavailability of parts.

15. GENERAL: ENTIRE AGREEMENT

These terms and conditions will be governed by and construed in accordance with the laws of the State of Washington. Any litigation between the parties concerning these terms and conditions shall be brought in King County, Washington. If any of these provisions are held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. The prevailing party in any action or proceeding brought in connection with a breach of these provisions will be entitled to reimbursement by the other party for costs and reasonable attorneys' fees. Further, Zetron reserves the right to revise Products or specifications and to make changes to them from time to time without notice.

ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT THAT THE PARTIES BE BOUND SOLELY BY THESE TERMS AND CONDITIONS AND THE AGREED ALLOCATION OF RISK REFLECTED IN THE EXCLUSIONS AND LIMITATIONS OF LIABILITY. ZETRON SHALL NOT BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY TERM, CONDITION OR OTHER PROVISION WHICH IS DIFFERENT FROM OR IN ADDITION TO THE PROVISIONS OF THESE TERMS AND CONDITIONS (WHETHER OR NOT IT WOULD MATERIALLY ALTER THESE TERMS AND CONDITIONS) AND WHICH HAS BEEN PROFFERED BY BUYER IN ANY PURCHASE ORDER, REQUEST FOR QUOTATION, BUYER SPECIFICATIONS, CORRESPONDENCE OR OTHERWISE, UNLESS ZETRON SPECIFICALLY AGREES TO SUCH PROVISION IN A WRITTEN INSTRUMENT SIGNED BY AN OFFICER OF ZETRON.



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1. INTRODUCTION

This Product Service Plan ("PSP" or "Service Plan") describes the support services Zetron will provide for hardware and software for the duration of the service period as described in Section 2.1. The support Services are for "Zetron Products" and "Zetron Accessories". "Zetron Products" means products manufactured by Zetron. "Zetron Accessories" means personal computers, monitors and computer components, computer and audio peripherals, networking equipment and power supplies, all such items as sold by Zetron to Customer and integrated as components of a Zetron communication system, excluding any third party equipment and software.

This PSP describes the capabilities of Zetron's US office in support of any applicable North American Zetron system installation.

2. SCOPE

This PSP describes the support services Zetron provides. Section 3 describes Zetron's standard limited warranty. Section 4 describes the Services included in this PSP, including 24/7 technical telephone support, hardware maintenance, software maintenance and upgrades, and factory onsite services. Section 5 describes the assumptions and conditions of this PSP. Section 6 provides a summary table of the included and optional services. Section 7 describes additional services available on a quote basis.

This PSP does not encompass change requests/enhancements/scripts that affect architecture, functionality, or performance, so hardware or software capabilities subsequently added to the Zetron system are not automatically covered.

2.1. COVERAGE PERIOD

The standard PSP is sold in one (1) year increments for a total coverage period of up to five (5) years. After five (5) years the PSP is still available but it covers software only. In order to cover hardware beyond five (5) years, a hardware refresh will need to be done at Customer's expense. A hardware refresh requires a qualified Zetron Sales Engineer to review the installed Zetron products and provide a list of hardware to be refreshed.

Once a PSP on an existing system has expired no new software updates will be supplied for that system, even if new seats are purchased. The existing system must be covered under a PSP for it to be updated. If a Customer purchases additional product to add to their system, which has an expired PSP, either the newly purchased product will need to be rolled back to the prior release or a PSP for the existing system will need to be purchased so that it can be updated to the latest software.

Coverage starts the later of the date the product ships from Zetron's facility or when the product is registered by the end user, based on the date of end user activation and registration, which cannot exceed ninety (90) days from the shipment date. The coverage start date on products that have not been registered by the end user is the date the product shipped from Zetron's facility.

If the PSP coverage lapses, a reinstatement fee will apply.

2.2. THIRD PARTY EQUIPMENT OR SOFTWARE

Zetron's standard Terms and Conditions explain that third party manufacturers' warranties for any items (excluding Zetron Accessories) Zetron purchases and supplies for the Customer's convenience shall transfer to the Customer. Zetron's warranty does not apply to third party software or firmware. Third party components must be registered by the Customer with the third party manufacturer, as that warranty is initially what is used to cover the third party products. Services would be delivered per the manufacturer's standard terms and conditions without Zetron involvement.

After the original manufacturer's warranty expires, Zetron will use commercially reasonable efforts to repair or replace third party hardware products for the remainder of the PSP.

3. LIMITED WARRANTY

Zetron's Limited Warranty is stated in the current version of Zetron's standard System Terms and Conditions, and is included during the term of the PSP. Certain specific services are included for the duration of the warranty period; refer to Section 4. For Zetron Products and Zetron Accessories, Zetron's standard warranty period is one (1) year unless otherwise agreed in writing.

Warranties for Zetron Products under a PSP can be extended for a total warranty period of five (5) years, including the initial warranty period. Warranty extensions for more than five (5) years will cover software only, unless a hardware refresh is done at Customer's expense. See Section 2.1, COVERAGE PERIOD, for details and requirements.

4. SERVICE DESCRIPTIONS

The following sections describe the Services included in the PSP unless otherwise noted. Zetron also offers certain components of this PSP as stand-alone items that may be purchased separately. Those items are noted in the heading with the words (Stand-Alone Option).

4.1. TECHNICAL TELEPHONE SUPPORT

Zetron telephone technical support exists in the form of factory Technical Support Engineers. This support is intended for technicians and system administrators installing, configuring, and maintaining Zetron products. 24 hour/7 days/week phone support is provided in accordance with the response times established in the following sections.

4.1.1. Calls During Standard Zetron Business Hours & Head of Queue Priority

During regular business hours, 6:00 am to 5:00 pm PT, calls to Zetron at (877) 284-4616 are answered by Zetron personnel who will establish a call ticket number, collect detailed issue information from the caller, and enter the call into the call queue.

Head of the queue and priority call back privileges are given to callers with a PSP. If the incoming call cannot be directed immediately to a Technical Support Engineer, 98% of the calls will be returned within thirty (30) minutes, and 100% of the calls will be returned within two (2) hours. Note: If the end user's issue requires a software update and they do not have a PSP, no further support will be provided until the PSP is purchased.

4.1.2. After-Hours Technical Telephone Support

Calls for critical issues or to schedule maintenance updates to Zetron before 6:00 am or after 5:00 pm PT on any regular business day, at any time on weekends, or during Zetron-recognized holidays are considered after-hours calls. A Zetron qualified technical person will return after-hours calls for critical issues within thirty (30) minutes.

Zetron will work with the caller to make the determination whether calls after regular business hours involve critical or routine issues based both on system behavior and its effect on system operation. Routine issues will be deferred to the next business day. Scheduled system maintenance does not qualify as a critical issue and must be scheduled.

Critical issues are those that have a major impact on the Customer's system operation as it pertains to the Zetron system as defined by:

- loss of use of any redundant functions;
- loss of 10% of the positions; or
- loss of 10% of non-redundant channels or lines.

Routine issues are non-critical issues that have a minor impact on the Customer's system operation as it pertains to the Zetron system and range from routine maintenance operations to system behavioral inconsistencies to configuration issues.

Zetron observes the following holidays:

	North America
January	New Year's
February	President's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving and day after
December	Christmas 2-day seasonal holiday

If a holiday falls on a Saturday, the holiday is observed on the preceding Friday and if a holiday falls on a Sunday, the holiday is observed on the following Monday.

4.2. HARDWARE SERVICES

4.2.1. Advance Replacement

After the initial purchase of original products under the Zetron System Terms and Conditions, Zetron will provide advance replacement during the initial one (1) year warranty period for critical Zetron Products and Zetron Accessories found to be dead-on-arrival or that Technical Support approves for replacement. Zetron bears outbound shipping costs for advance replacements. After the initial one (1) year warranty period, Customer must maintain critical spare components for immediate replacement.

4.2.2. Repair Defects in Materials or Workmanship

For the duration of the warranty period and the Service coverage periods, for Zetron Products and Zetron Accessories, Zetron will provide parts and factory labor free of charge to resolve any material defects in material or workmanship as described in the Zetron System Terms and Conditions. Upon receipt of the defective unit and in accordance with the Zetron System Terms and Conditions while under warranty, Zetron's Repair Department reserves the right to determine whether to replace or repair a defective part, or whether to replace a product. If replacing a product, Zetron's Repair Department determines whether to provide refurbished service stock or new products based on repair turnaround and product availability.

No returns are authorized unless a Returned Materials Authorization ("RMA") is issued by Zetron.

4.2.3. Repair Turnaround

Zetron measures turnaround time from the date of receipt to the date of shipment from Zetron. This time does not include shipping or customs delays.

In the PSP, standard repair turnaround is ten (10) business days. Products found to be not defective will be returned at the sender's expense, plus cost of a minimum of one (1) hour testing and handling.

4.2.4. Outgoing Shipping

Zetron will match the incoming shipment method when returning products. If the Customer wants to expedite the outgoing shipment beyond the Zetron provided match, the Customer bears responsibility for full shipment charges.

Shipping is always FOB Origin unless otherwise agreed by Zetron. The Customer must pay all shipping and insurance charges when returning products to Zetron.

4.3. SOFTWARE SERVICES

Zetron will often combine software maintenance and upgrades into a single release.

4.3.1. Software Maintenance – Service Packs

For the duration of the PSP period, the Customer is entitled to receive at no additional charge a license for any patches or bug fixes contained in a service pack for Zetron software releases of the application or firmware version(s) sold as part of the original Zetron system. Patches/bug fixes in a service pack are specific corrections to defects found in previously released code to ensure the code meets Zetron specifications.

All Zetron software releases are subject to internal software release and design verification processes, as well as standard configuration management practices. Service packs released may include patches/bug fixes and/or minor enhancements.

Zetron will send a notification to all registered PSP holders indicating that a new service pack is available. Zetron will ensure that the necessary media to install the service pack is made available to the PSP holder. This may include sending media in the mail, downloading software/firmware from a Zetron controlled source (website, ftp server), or remote installation of service pack by Zetron Technical Support. The method of delivery is subject to change with each service pack.

4.3.2. Software Upgrades

For the duration of the PSP period, the Customer is entitled to receive a license for any software upgrade for Zetron feature group releases of the application or firmware version(s) sold as part of the original Zetron system. Software upgrades are minor and/or major revisions to released software or firmware. Upgrades typically include minor enhancements and also incorporate any previously released bug fixes/patches. Minor enhancements are functional performance improvements that do not require additional hardware or firmware or to be specifically enabled or disabled. Minor enhancements that are part of the software upgrade release are included for free for software Service Plan holders.

Major new features alter the software's specifications and may significantly affect system operation and performance and/or the look and feel of the user interface. Major new features are not included for free as part of the PSP. These typically require the purchase of a software license. Major features will be individually enabled or disabled as options; some options may require the additional purchase of hardware or firmware. Upgrades to third party products are not included in the software services plan, unless specifically addressed.

All Zetron software revisions are subject to internal software release and design verification processes as well as standard configuration management practices.

4.3.3. Hardware Upgrades

There may be instances where hardware changes or new hardware is required for the software upgrade service pack or feature. Any new hardware or modifications to existing hardware is required for a service pack or new license feature is not included in the PSP. Any new required hardware must be purchased at the price associated with that device. Installation and shipping charges are not included for any hardware purchases or upgrades.

4.4. CONFIGURATION SERVICES (Stand-alone Option)

Configuration services are available to assist the Customer in configuring their system prior to site cutover and monitoring the site post-cut. These services shall be administered by a Zetron technical support engineer before

the system ships from the factory and/or via telephone and via virtual private network (“VPN”) access into the installed system. A single point of contact will be assigned to assist the resellers and end users in the process of initial system configuration, cutover, and system software upgrades when applicable.

The configuration services are mandatory for some purchases and are available for up to one year following shipment of the Zetron products. Additional configuration services can be purchased separately as required.

All services fulfilled under the Configuration Services shall be done in the factory prior to shipment and/or remotely by a Zetron technical support engineer. If on-site configuration and cutover assistance is required, that is covered by the Factory Onsite Services option.

4.5. FACTORY ONSITE SERVICES (Stand-alone Options)

Coverage for Factory Onsite Services under the PSP can be purchased in various daily increments. These days may be applied to technical support or training. They include the Zetron factory-qualified instructor’s or technician’s travel time to and from the site. In all cases, travel affected by severe weather or natural disaster will be rescheduled.

Prices are quoted at the time service is requested. Hours may not be accumulated beyond one (1) twelve (12) - month period from the start of the PSP services.

4.5.1. Technical Support

A Zetron factory-qualified technician may provide onsite technical support to assist with various implementation tasks as needed and as determined by Zetron, such as software installation and configuration, hardware configuration, system testing, system optimization, or troubleshooting. This service is limited to supporting the Zetron Products and Zetron Accessories provided as part of the original Zetron system. Onsite visits will be scheduled based on priority; emergencies will be given the highest priority for available resources.

4.5.2. Operation Training (Stand-alone Options)

Operation classes are available for any of Zetron’s system-level product lines. These classes are not conducted at Zetron’s factory independent of technical training, but rather are made available onsite.

Operation classes are geared for operators and dispatchers, the end-users of Zetron’s systems. These classes cover basic system operation and communication. Refer to each class course description for details.

4.5.3. Operation Train-the-Trainer (Stand-alone Options)

Operation train-the-trainer classes are available for any of Zetron’s system-level product lines. These classes are only available onsite.

Operation train-the-trainer classes enable end-users to train their own team members on system operation.

4.6. WEB TRAINING FOR OPERATORS (Stand-alone Option)

Operator training via a webinar is available rather than a face-to-face classroom setting. The operator training uses the same training modules and materials as the factory training session and is taught by a live instructor. Web training is available for up to two (2) sessions or four (4) hours per year for the life of the PSP.

4.7. Zetron MAX Users Group (ZMUG)

Participation in the Zetron-facilitated ZMUG where information is shared on new and planned releases, and product users can share information and solutions.

Meetings are typically scheduled a minimum of twice a year.

5. ASSUMPTIONS AND CONDITIONS

- The Customer must have trained technicians on staff available for Zetron's Technical Support team to engage as a first resource for onsite support. If the Customer does not provide first tier support themselves, Zetron can identify a subcontractor to act as first tier. This subcontractor may be contracted through Zetron or directly with the Customer.
- The Customer and/or Customer's designated service provider, as applicable, will provide a centralized point-of-contact and an escalation path for Zetron's Technical Support team to obtain approval in a timely manner for any additional onsite support required by Zetron employees.
- Zetron will provide a centralized point-of-contact and escalation path for the Customer if needed.
- The Customer must maintain the physical and electrical environment of the Zetron system within Zetron's published specifications (such as, but not limited to, power filtering, humidity, temperature, etc.).
- Force majeure or events beyond Zetron's control are not covered by the PSP, such as, but not limited to, utility failure, war, insurrections, terrorism, riot, fire, flood, explosion, accident, epidemic or quarantine or any other event beyond Zetron's control.
- Zetron's liability under the PSP will not exceed twelve (12) months of fees paid or payable under the PSP and in no event includes consequential or indirect damages or losses.
- The Customer must register any third party products or software with the third party manufacturer.

6. SUMMARY OF SERVICES

The following table summarizes the Services provided in this PSP. If there is a conflict between this table and the other terms of this PSP, the other terms of this PSP control. These Services are subject to change upon service agreement renewal or extension.

Services	Included in the standard Warranty (1 year)	Included in the Basic Plan	Available as Stand-Alone Option
Telephone Support			
Phone support, business hours	X	X	X
Head of queue priority	X	X	
After hours phone support for critical issues	X	X	
Hardware Services			
Advanced Replacement	X		
Repair defects in material and work	X	X	
Repair turnaround time	X	X	
Refurbished products for repair	X	X	
Outgoing shipping costs for repair	X	X	
Software Services			
Software maintenance	X	X	
Software upgrades	X	X	
Remote Configuration Services	X	X	X
Onsite factory services			
Configuration service			X
Operator training			X
Operator train-the-trainer			X
Operator Web Training	X	X	X
Membership into ZMUG	X	X	

7. LOCAL ONSITE RESPONSE (Optional)

Local onsite services are available upon request. They are not included as part of the PSP, but available for an additional fee. Please contact your Zetron sales representative for pricing.

After diagnosing an issue via telephone support, if necessary, as determined by Zetron, Zetron will dispatch a Zetron qualified technician to repair or replace system components as needed.

If a Zetron factory technician must be onsite to resolve the issue, Zetron will coordinate the site visit with the appropriate parties. Factory presence may not be immediate; travel arrangements will be made as resources are available.

Onsite support affected by severe weather or natural disaster will be rescheduled. In the event of severe weather or natural disaster that restricts the local support agency and/or a pre-scheduled Zetron factory technician from using a routine vehicle (airline, rental car, etc.) for travel to the site, both agencies will be relieved of any response time requirement. The onsite support will be rescheduled when conditions warrant use of a routine vehicle.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#11.

Department: Public Works

Date: May 17, 2021

Agenda Item: A Resolution Granting An Easement To Union Electric Company D/B/A Ameren Missouri From The City Of Moberly And Authorizing The Mayor Of Moberly To Execute The Easement On Behalf Of The City Of Moberly.

Summary: Ameren is requesting an easement for above ground power lines around the perimeter of Industrial Park (County Road 1325).

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION GRANTING AN EASEMENT TO UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI FROM THE CITY OF MOBERLY AND AUTHORIZING THE MAYOR OF MOBERLY TO EXECUTE THE EASEMENT ON BEHALF OF THE CITY OF MOBERLY.

WHEREAS, to promote economic development at the Moberly Area Industrial Park additional electric and communication lines must be installed; and

WHEREAS, city staff has worked diligently with representatives from Union Electric Company D/B/A Ameren Missouri (“Ameren”) to determine the best location for electric and communication lines and ancillary equipment; and

WHEREAS, attached hereto is a proposed perpetual electric line easement from the City of Moberly to Ameren which will permit Ameren to install necessary electrical lines to serve existing and future businesses in the Industrial Park; and

WHEREAS, city staff requests that the Council grant the Easement, authorize the Mayor of Moberly to execute the Easement on behalf of the City and further authorize the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution.

NOW, THEREFORE, the City Council of the City of Moberly hereby grants the attached easement to Ameren and further authorizes Mayor Jerry Jeffrey to execute the Easement on behalf of the City and further authorizes the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution.

RESOLVED this 17th day of May, 2021, by the Council of the City of Moberly, Missouri.

 Presiding Officer at Meeting

ATTEST:

 Shannon Hance, City Clerk

LEGEND

- Existing Pole ○
- Remove Pole ✕
- New Pole ●
- Replace Pole ✕
- Existing Down Guy →
- Remove Down Guy ↗↘
- New Down Guy →
- Replace Down Guy ↗↘
- New Span Guy ↔
- Replace Span Guy ↗↘
- Existing Road Right of Way —
- Proposed Easement —

EXHIBIT "A"



Easement Exhibit Overall View - Moberly, Missouri





County Road 1325

15' proposed easement

City of Moberly





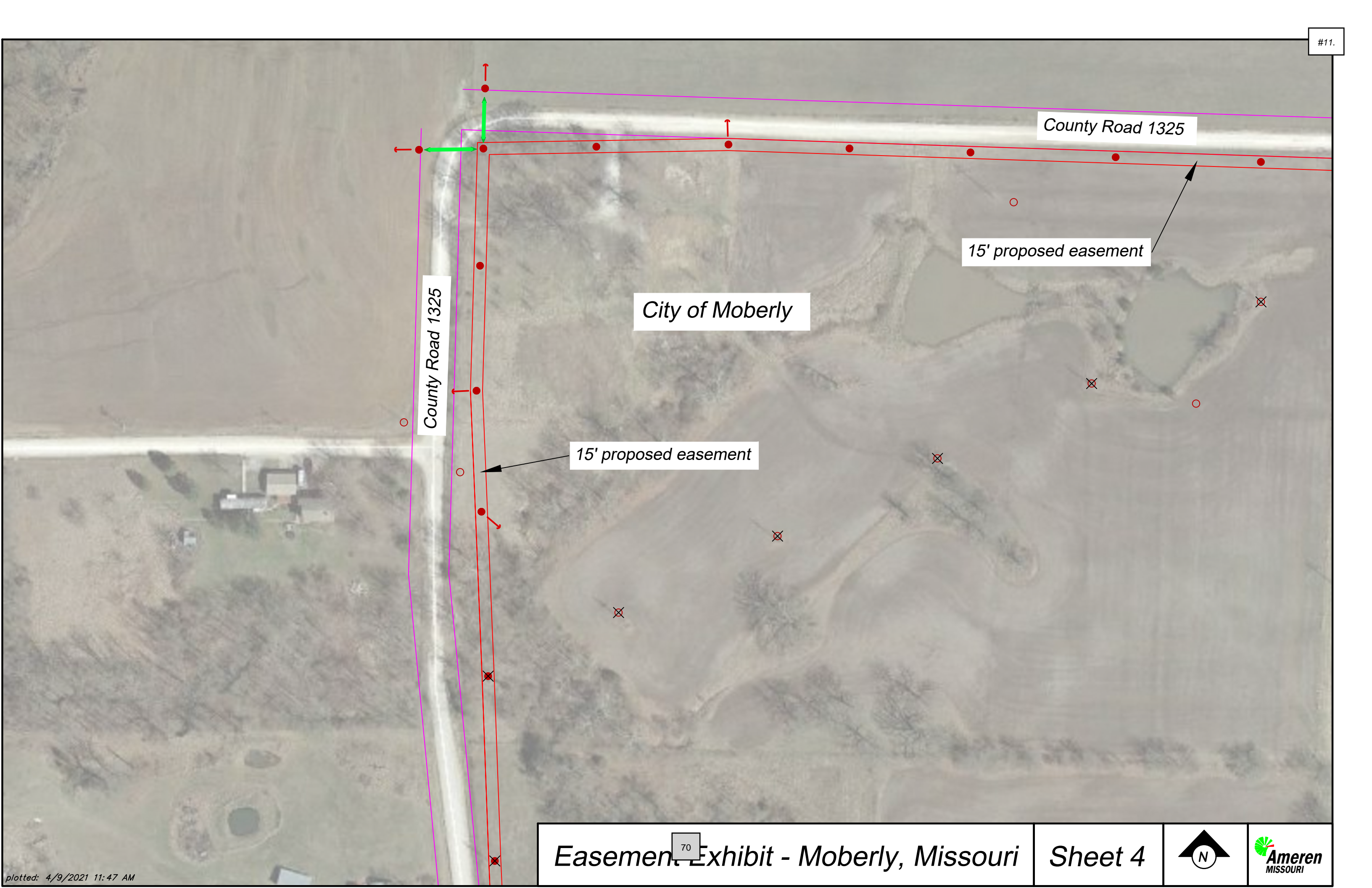


15' proposed easement

County Road 1325

City of Moberly





County Road 1325

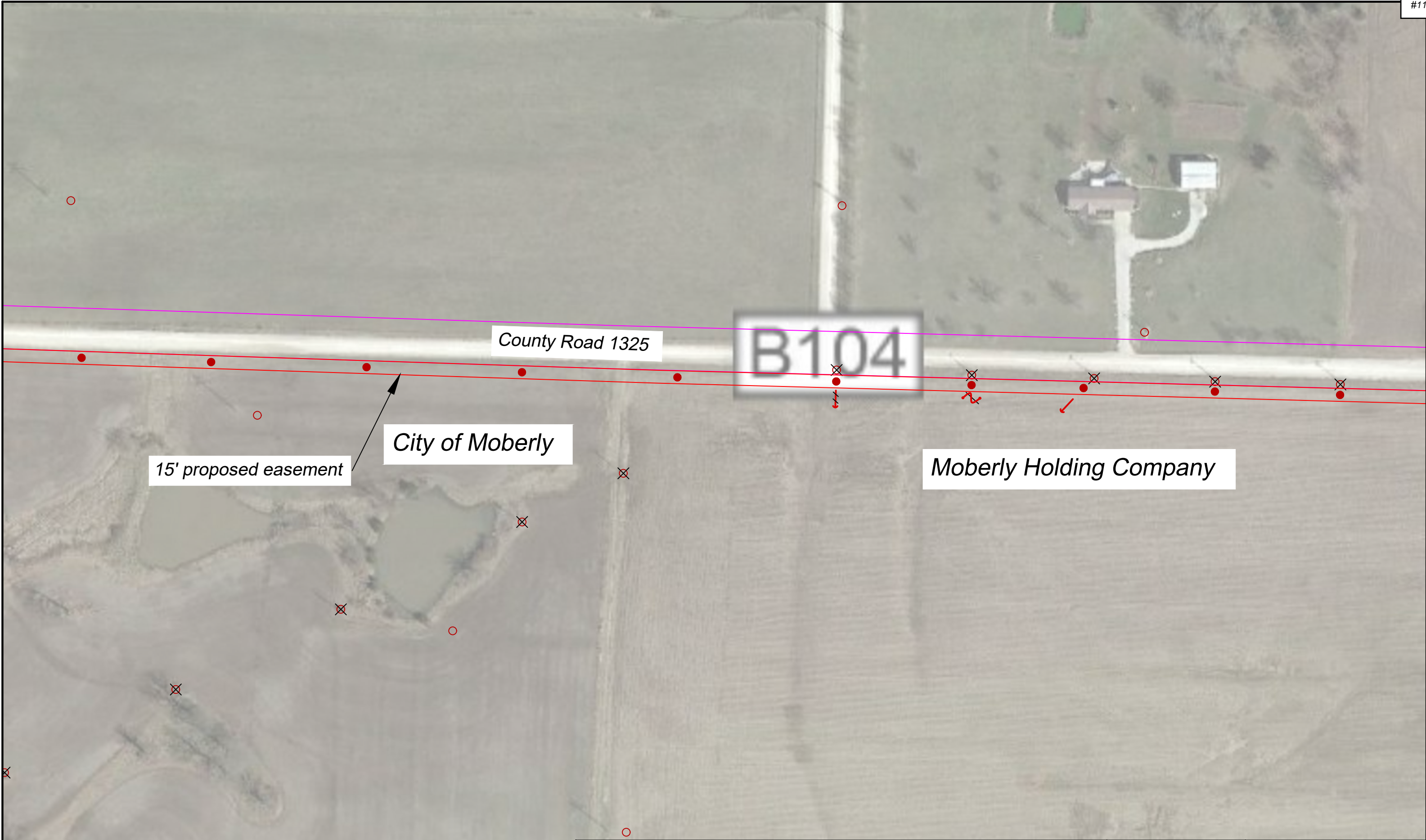
County Road 1325

City of Moberly

15' proposed easement

15' proposed easement





15' proposed easement

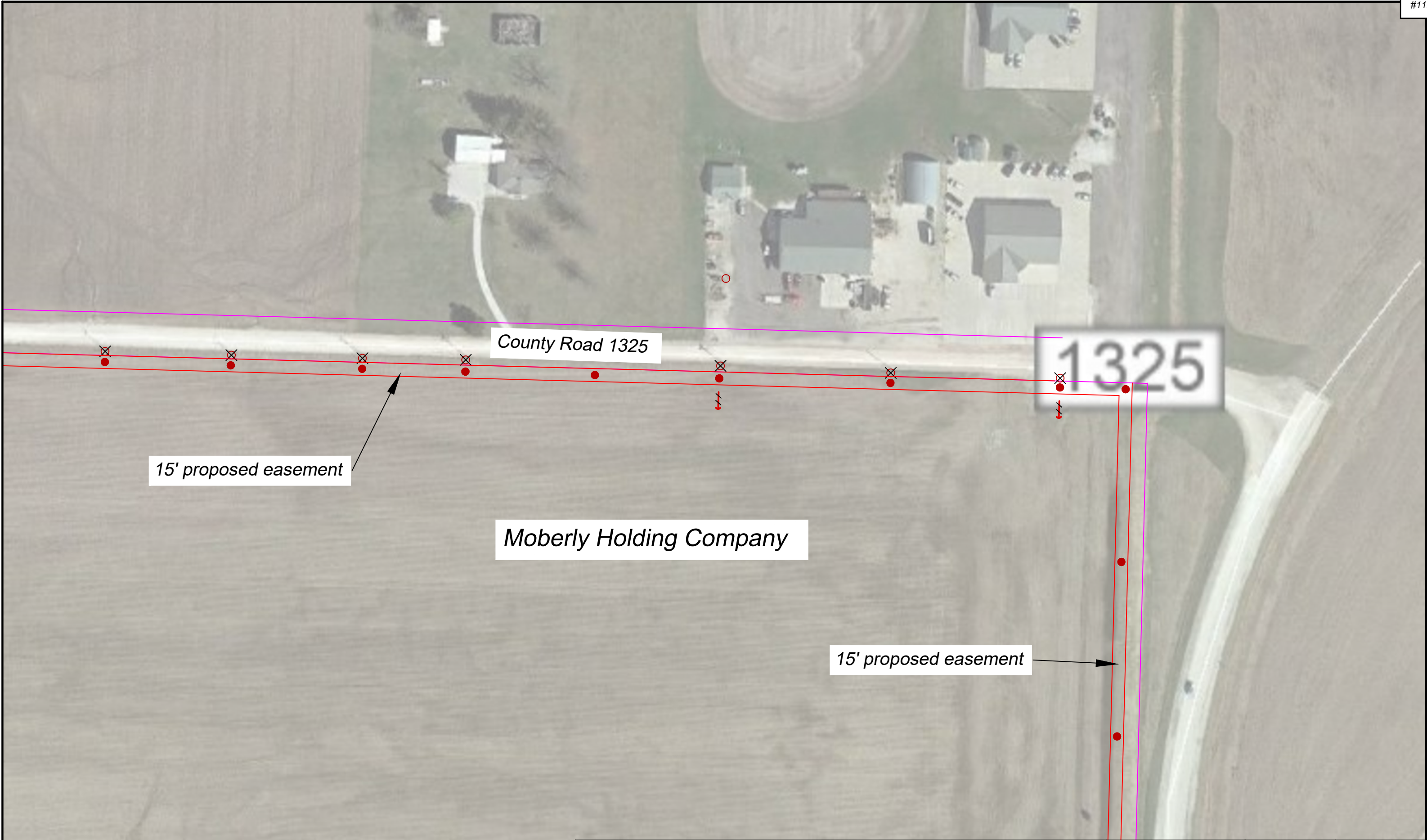
City of Moberly

County Road 1325

B104

Moberly Holding Company





15' proposed easement

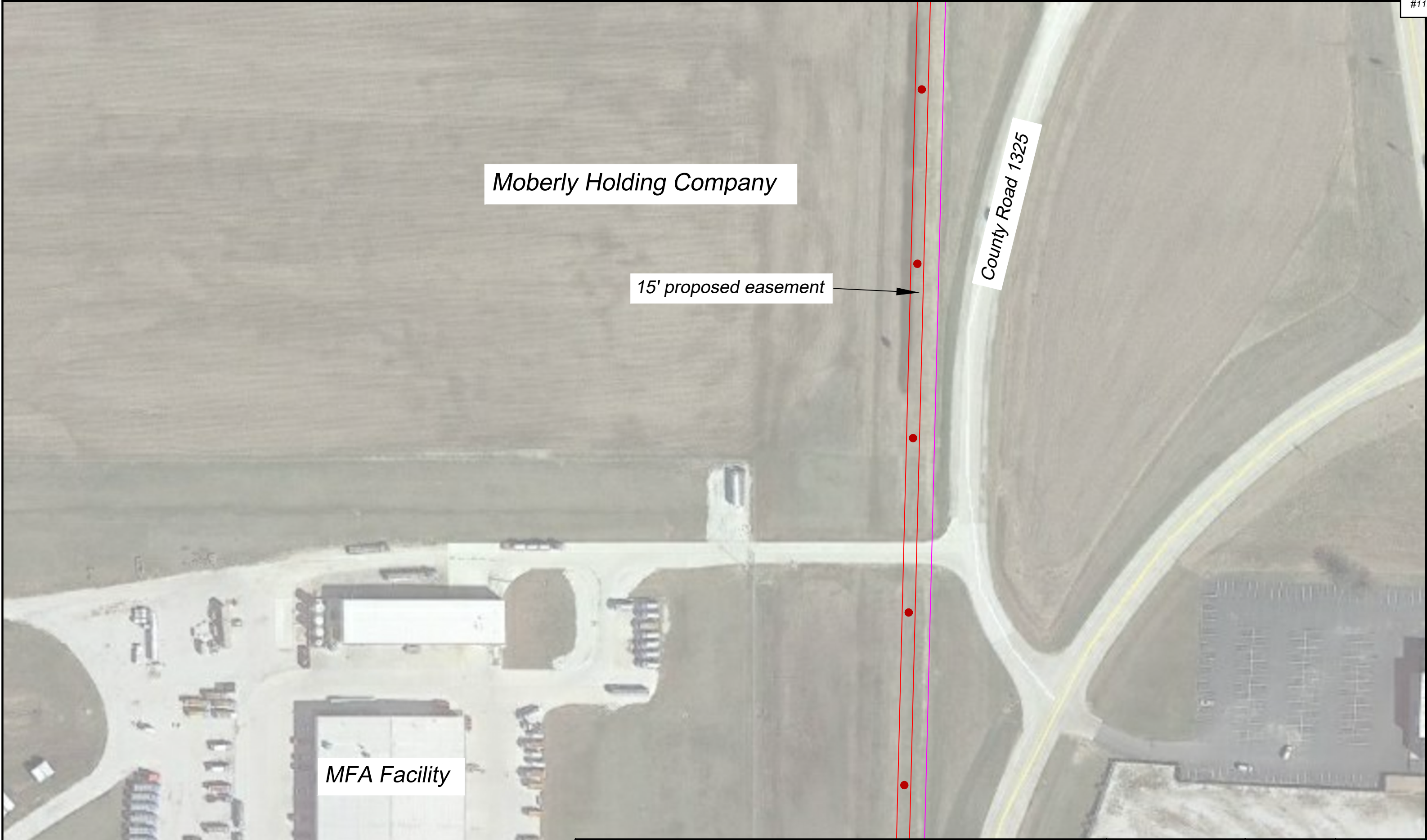
County Road 1325

1325

Moberly Holding Company

15' proposed easement





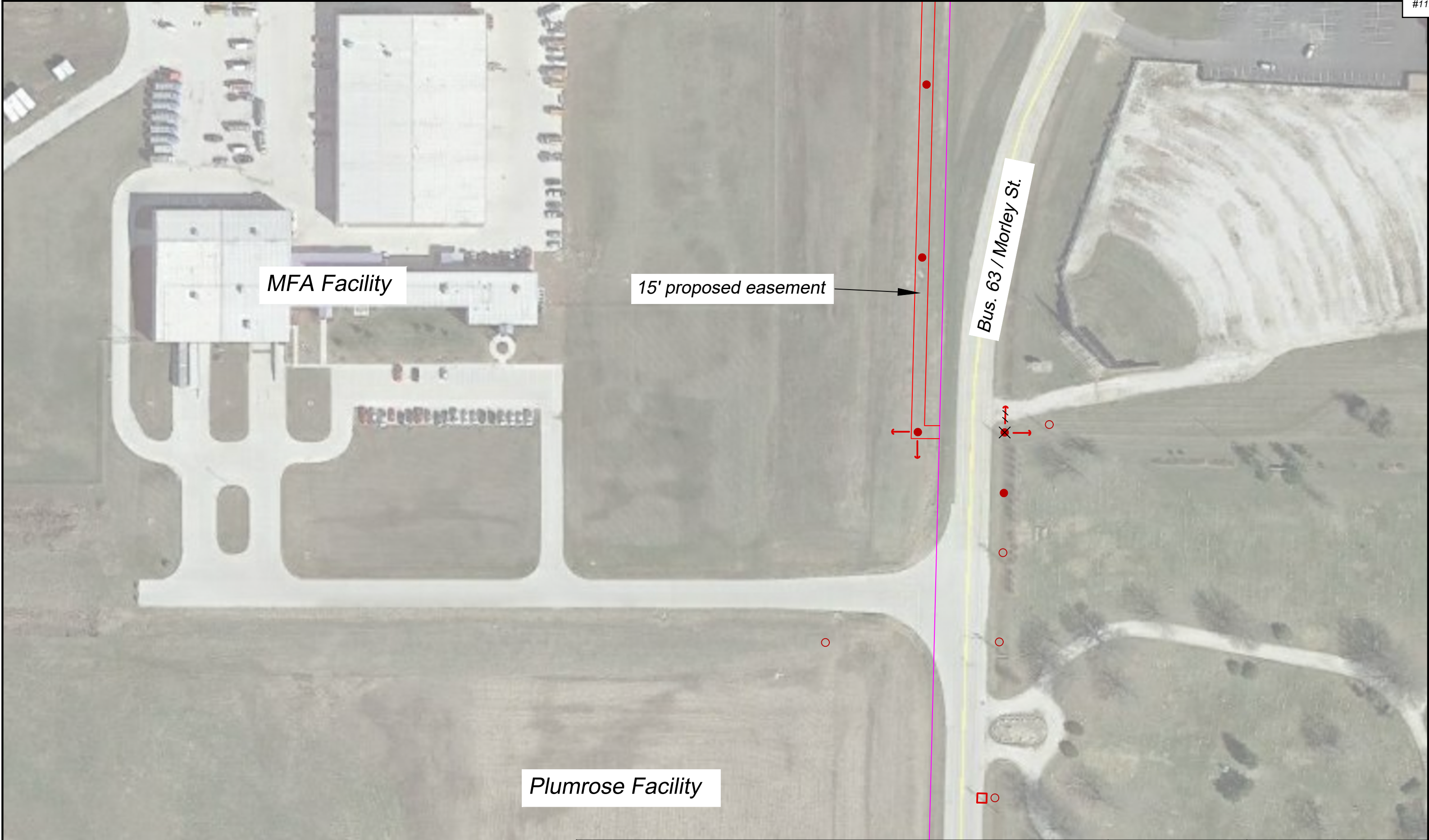
Moberly Holding Company

15' proposed easement

County Road 1325

MFA Facility





REMS INFORMATION

Agreement ID: UEC2021

Project ID:

EASEMENT

(Electric Line)

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 2021, that THE CITY OF MOBERLY, MISSOURI, its successors, and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, its successors and assigns (hereinafter "Grantee"), a perpetual Easement with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, **re-locate**, replace, use, operate, maintain, inspect, protect, repair, modify, add to the number of and remove an electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, and other appurtenances thereto, including transformers, cabinets, and pedestals **(hereinafter, collectively, "Grantee's Facilities")**, ~~pursuant subject~~ to the provisions hereof upon, over, and across the following described land, in Section 26 & 23, Township 54N, Range 14W, 5TH P.M., RANDOLPH County, Missouri, to-wit:

INSERT LEGAL DESCRIPTION HERE

together with all rights and privileges for the exercise and enjoyment of said Easement rights; **provided that, upon written request from Grantor, Grantee may be required from time to time to relocate at Grantee's sole cost and expense any of Grantee's Facilities within the Easement area.**

Grantor also conveys the right of ingress and egress to and over the above-described Easement area, for all purposes herein stated, together with the right to trim, control the growth, cut and remove, or cause to be removed, at any time and by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement area deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of said facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the cutting and trimming of trees and other vegetation) occurring on the herein described property as a result of the construction, operation, maintenance, or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors, and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that, **subject to the foregoing provisos, including, without limitation, the requirement to relocate from time to time Grantee's Facilities,** Grantor will not create or permit any building or other obstruction or condition of any kind or character upon said Easement, that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Once the new line is erected, Ameren Missouri agrees to timely release easements recorded in Deed book 131, page 365 Randolph County Recorder's office and to remove electric lines running in a southwest/northeast direction.

This Easement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this _____ day of _____, 2021.

CITY OF MOBERLY, MISSOURI

By: _____
Signature

Title: _____

ACKNOWLEDGED AND AGREED TO: JOINT BOARD FOR MANAGEMENT, SALES AND DEVELOPMENT OF INDUSTRIAL LANDS.

BY: _____
JERRY JEFFREY, PRESIDENT

ALL PURPOSE ACKNOWLEDGMENTSTATE OF MISSOURI

COUNTY OF _____) ss:

On this _____ day of _____, AD. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared.

PRINT/TYPE NAME☐ to me personally known

or

☐ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

CAPACITY CLAIMED BY SIGNER☐ INDIVIDUAL☐ CORPORATE

Title(s) of Corporate Officers(s):

☐ Corporate Seal N/A☐ Corporate Seal is affixed☐ PARTNER(s)☐ Limited Partnership☐ General Partnership☐ ATTORNEY-IN-FACT☐ EXECUTOR(s),☐ ADMINISTRATOR(s),☐ or TRUSTEE(s):☐ LLC

Member/Manager

☐ GUARDIAN(s)☐ or CONSERVATOR(s)☐ OTHER

Initials

WR#

return to: lad

05/14/2021

Prepared by:

City of Moberly

City Council Agenda Summary

Agenda Number: #12.
 Department: Comm. Dev.
 Date: May 17, 2021

Agenda Item: An Resolution Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Granting Of A Conditional Use Permit To Melissa Anderson To Utilize Property For Outdoor Storage Of Large Vehicles And Boats.

Summary: The Planning & Zoning Commission recommended approval for the request of the conditional use permit.

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 ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE GRANTING OF A CONDITIONAL USE PERMIT TO MELISSA ANDERSON TO UTILIZE PROPERTY FOR OUTDOOR STORAGE OF LARGE VEHICLES AND BOATS.

WHEREAS, on February 3, 2021, Melissa Anderson submitted her application for a conditional use permit for property located at 1150 S. Morley Street to utilize property zoned B-3 for outdoor large vehicle and boar storage; and

WHEREAS, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on April 26, 2021, at which time the Commission recommended approval of the CUP request after having considered all standards listed in the zoning regulations, and all other conditions listed for a CUP in other sections of the regulations. The Commission's recommendation was conditioned upon the applicant installing a ten (10) foot fence and meeting city stormwater control regulations approved by city utilities; and

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

NOW, THEREFORE, BE IT RESOLVED that the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the CUP application described herein for property located at 1150 S. Morley Street.

RESOLVED this 17th day of May 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 11 – Conditional Uses

CITY OF MOBERLY
CONDITIONAL USE PERMIT APPLICATIONReturn 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: _____
Filing Fee: _____
Date Filed: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Game Board Properties LLC Phone: 573-999-9603
Address: 1220 N Morley St Moberly Zip: 65270
Owner: Melissa Anderson Phone: 573-999-9603
Address: 1220 N Morley St Zip: 65270

PROPERTY INFORMATION:

Location of Property: 1150 S Morley St Moberly
Legal Description: Sec 12 Town 53 range 19

Present Zoning Classification: B-3 Acreage: 1.7
Present Use of Property: offices / vacant

Proposed Land Use Activity: Vehicle Storage, office, Dance Studio (discussion)

Article, Section and sub-section (if applicable) allowing for said conditional use to be applied for: 46-118 Use Standards

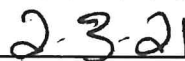
Does the proposed site plan meet the following criteria? If yes, attach a separate sheet explaining why (To be completed by the applicant).		Yes	No
1.	Does the proposal conform with the provisions of the City's Zoning regulations?	<input checked="" type="checkbox"/>	
2.	Will the development be compatible with the surrounding area?	<input checked="" type="checkbox"/>	
3.	Does the proposal conform with the provisions of the City's Subdivision Regulations?	<input checked="" type="checkbox"/>	
4.	Does the proposal conform to the goals, objectives and policies of the Comprehensive Plan?	<input checked="" type="checkbox"/>	
5.	Does the proposal conform with the customary engineering standards used in the City?	<input checked="" type="checkbox"/>	
6.	Are the streets, paths, walkways, and driveways located such that they enhance safety and minimize any adverse traffic impact on the surrounding area?	<input checked="" type="checkbox"/>	
7.	Have the proposed buildings, structures, walkways, roads, driveways, open space (if any), and parking lots been located to preserve existing off-site views and create desirable on-site views, conserve natural resources and amenities including prime agricultural land, minimize any adverse flood impact, ensure that proposed structures are located on suitable soils, minimize any adverse environmental impact, and minimize any present or future cost to the City and private providers of utilities in order to adequately provide public utility services to the site.	<input checked="" type="checkbox"/>	

ATTACHMENTS REQUIRED:

- A. Site Plan Review Checklist
 B. 10 copies of site plan



Applicant's Signature



Date

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 11 – Conditional Uses

ADJACENT ZONING AND LAND USE:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Business</u>	<u>B-3</u>
South	<u>Residential</u>	<u>M-P</u>
East	<u>Residential</u>	<u>R-1</u>
West	<u>Doctor's Park offices</u>	<u>B-3</u>

Should this conditional use be valid only for a specific time period? Yes _____ No ✓

If Yes, what length of time? _____

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

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL***Article 11 – Conditional Uses*****ATTACHMENTS REQUIRED:**

1. A site plan as specified in Section of the Zoning Regulations as well as any other information which would be helpful to the Planning and Zoning Commission in consideration of the application.
2. List of property owners located within 185 feet of the property.



Applicant's Signature



Date

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

ON APRIL 26, 2021, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A CONDITIONAL USE PERMIT FOR A(N) PROPOSED OUTDOOR BOAT AND RV STORAGE, OFFICE SPACE AND PAINTBALL/AIRSOFT FIELD TO BE LOCATED AT 1150 SOUTH MORLEY STREET, MOBERLY, MO (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE MAY 3, 20 21 MEETING OF THE MOBERLY CITY COUNCIL.

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

CONDITIONS (IF ANY): The storage area with the 10' fence was the only item approved at this time. Attached is a diagram of the approved area to be fenced.


CHAIRPERSON

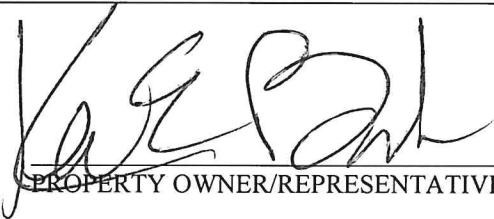

ZONING ADMINISTRATOR


CITY OF MOBERLY, MISSOURI
SITE PLAN APPROVAL
REASONS FOR DETERMINATION

ON APRIL 26, 2021, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A SITE PLAN REVIEW FOR A (N) PROPOSED COFFEE DRIVE THRU KIOSK (USE) TO BE LOCATED AT 534 E HWY 24, MOBERLY, MO (ADDRESS OR LOCATION).

IN RECOMMENDING APPROVAL (ACTION) OF THIS SITE PLAN, 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): _____

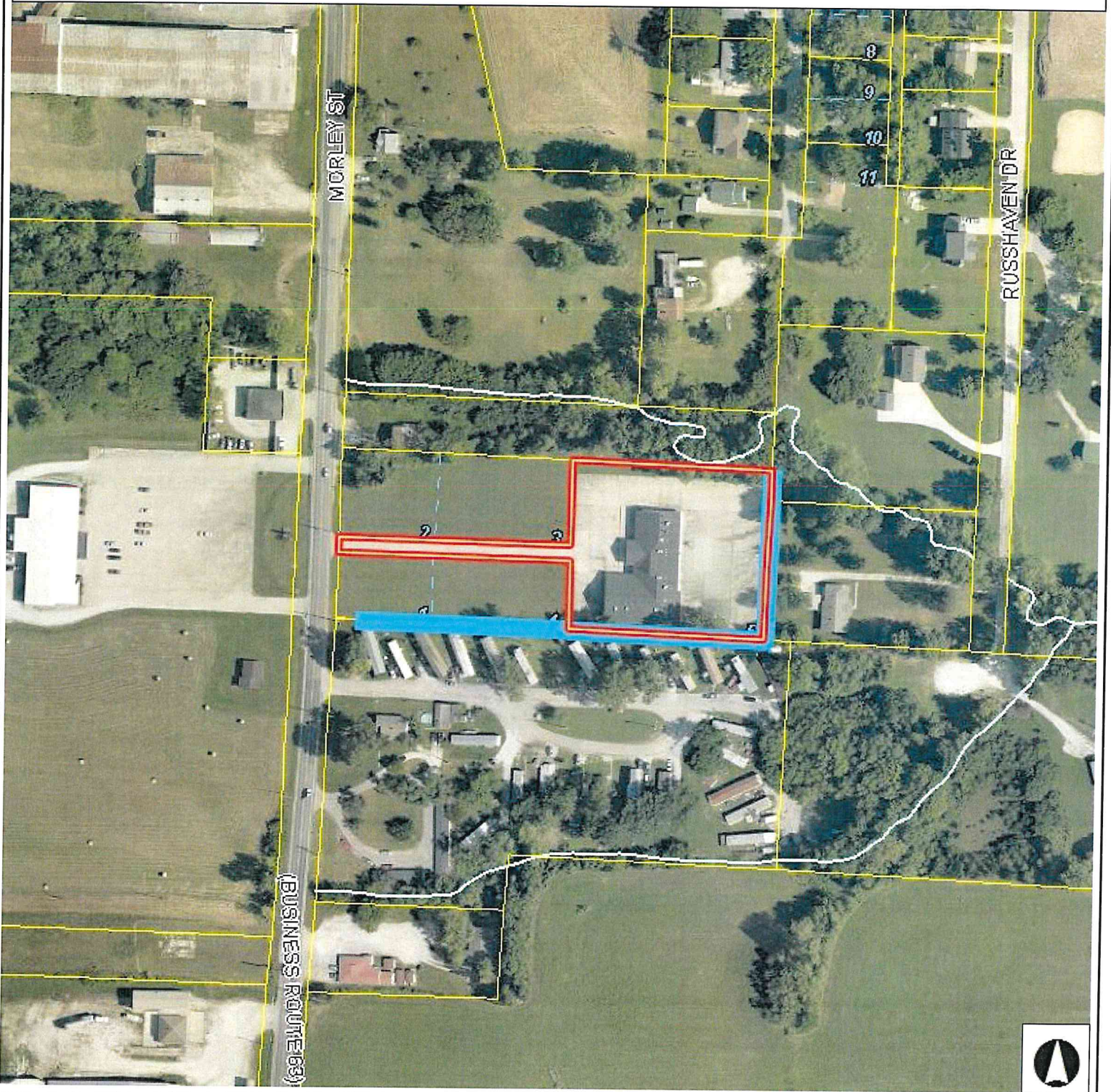

PROPERTY OWNER/REPRESENTATIVE


CHAIRPERSON


ZONING ADMINISTRATOR

Moberly, MO

#12.



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots

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

400.0 0 200.0 400.0 86

City of Moberly

City Council Agenda Summary

Agenda Number: #13.
 Department: Public Utilities
 Date: May 17, 2021

Agenda Item: A Resolution Authorizing the City Manager to Enter Into An Agreement With Vandevanter Engineering/Cogent Inc., for the Purchase of Pumps and Equipment for the Taylor Street CSO Pump Station.

Summary: The Taylor Street CSO pump station that pumps water back into the sewer system during and after rain events has experienced ongoing issues with grit and rock entering the wet well. This has damaged the pumps over time and the pump station is not operational. The staff have utilized the trailer mounted pump for draining this basin. It is anticipated that when the CSO basin is cleaned out that the pump station will need to be rebuilt. The quote for parts to replace the pumps, guide rails, lifting chains and elbows is attached to this Summary. The pumps have a long lead time and the Department requests permission to place these items on order. Once the basin is cleaned out and the pumps are received, with the exception of some light electrical work, the new pumps and equipment will be installed by Utilities Department Wastewater Plant staff.

Recommended

Action: Approve the Resolution

Fund Name: Wastewater Treatment Department

Account Number: 301.114.5502

Available Budget \$: \$231,536.00

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 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 ENTER INTO AN AGREEMENT WITH VANDEVANTER ENGINEERING/COGENT INC., FOR THE PURCHASE OF PUMPS AND EQUIPMENT FOR THE TAYLOR STREET CSO PUMP STATION.

WHEREAS, the Taylor Street CSO pump station is not now functioning and the CSO basin must be cleaned out and the pump station rebuilt; and

WHEREAS, utilities staff has obtained a proposal from Vandevanter Engineering for the following replacement parts:

2	Flygt FP 3085 pumps with hard iron 493 chopper impellar,	
2	single phase 230v Start Kits	\$12,820.00
4	2" Stainless Steel Guide Pipes	\$ 1,232.00
2	¼" SS Lifting Chains & 2 Chain Lift Kits	\$ 675.00
2	Flygt 4"x4" Auto Discharge Elbows	\$ 2,030.00
2	Stainless Steel Guide Bar Brackets	\$ 154.00

plus freight; and

WHEREAS, attached hereto is the proposal from Vandevanter Engineering, a registered fictitious name of Cogent, Inc ("Vandevanter") to provide the described equipment for the total sum of \$16,911.00.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into the attached proposal with Vandevanter for a sum not to exceed \$16,911.00.

RESOLVED this 17th day of May, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

Proposal No. OP-524889
February 24th, 2021

TO: City of Moberly, MO
PROJECT: Taylor CSO Replacement Pumps and Wet Well Materials
ATTN: Ben Riles

We are pleased to provide the following equipment quotation for material for the Taylor CSO pump station

TWO (2) Flygt FP 3085 submersible pump with a hard iron 493 chopper impeller. This pump features a 2.4 HP, Single phase, 230-volt motor. Also included is 50 feet of power cable. Volute to have 4" Discharge.

TWO (2) Single Phase 230v Start Kit

Appox Lead Time: 12-14 weeks ARO

Pumps and Start Kit..... \$12,820.00

FOUR (4) 2" Stainless Steel Guide Pipe (20' sticks)

Appox Lead Time: 1-3 Days ARO

Guide Pipe..... \$1,232.00

TWO (2) 1/4" SS Lifting Chain (20 feet)

TWO (2) 1/4" SS Chain Fit Kit

Appox Lead Time: Vandevanter Engineering Stock

Lifting Chain and Accessories..... \$675.00

TWO (2) Flygt 4" x4" Automatic Discharge Elbow

Appox Lead Time: US Stock for Flygt 1 Week Transit time

Discharge Elbow..... \$2,030.00

TWO (2) 2" Stainless Steel Upper Guide Bar Bracket

Appox Lead Time: Vandevanter Stock

Guide Pipe..... \$154.00

F.O.B. – Factory Freight is not included. Installation is not included.

***Anything not specifically listed to be assumed by other.**

Sincerely,
VANDEVANTER ENGINEERING CO.

Ben Azerolo

Ben Azerolo
Aftermarket Sales & Service Representative

ACCEPTED THIS DATE:

BY:

COMPANY:

TITLE:

STANDARD TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is

turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised February 2019

City of Moberly

City Council Agenda Summary

Agenda Number: #14.

Department: Public Utilities

Date: May 17, 2021

Agenda Item: A Resolution Approving A Professional Services Contract Between The City Of Moberly And Mark Twain Regional Council Of Governments For EDA Project Number 05-79-06034.

Summary: The Mark Twain Regional Council of Governments has agreed to assist with the administration of the grant funds from EDA for the six Utility-related projects related to Swift Foods and Downtown. The attached agreement sets forth the terms and conditions of the agreement.

Recommended

Action: Approve the resolution

Fund Name: 2021 EDA Grant Projects Fund

Account Number:

Available Budget \$:

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input 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 APPROVING A PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF MOBERLY AND MARK TWAIN REGIONAL COUNCIL
OF GOVERNMENTS FOR EDA PROJECT NUMBER 05-79-06034.**

WHEREAS, On November 2, 2020 this council passed Resolution No. R985 accepting an EDA grant award in the amount of \$4,809,787.00 to fund public infrastructure improvements in Moberly known as EDA Project Number 05-79-06034; and

WHEREAS, the city is in need of professional assistance to provide project and financial management for the project; and

WHEREAS, Mark Twain Regional Council of Governments (the “District”) is capable of providing such professional assistance; and

WHEREAS, attached hereto and incorporated herein is a proposed Professional Services Contract (the “Contract”) submitted by District for such professional services dated November 2, 2020 and provides for a Scope of Services in the amount of Forty Thousand Dollars (\$40,000.00); and

WHEREAS, the District has heretofore already performed services on behalf of the city under the Contract.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves and authorizes the Contract and directs the Mayor of Moberly to execute the Contract on behalf of the city and further the City Council ratifies any action taken by the District in behalf of the city and authorizes payment for such services.

RESOLVED this 17th day of May, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

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

PART I - AGREEMENT

THIS AGREEMENT, entered into this 2nd day of November, 2020, by and between the Mark Twain Regional Council of Governments, hereinafter called the "**District**," acting herein by Cindy Hultz, Executive Director of the Mark Twain Regional Council of Governments, hereunto duly authorized, and City of Moberly, hereinafter called the "**City**" acting herein by Jerry Jeffrey, Mayor, for City of Moberly.

WITNESSETH THAT:

WHEREAS, the City desires to implement EDA Project Number 05-79-06034, an Economic Adjustment Assistance project funded by the U. S. Department of Commerce and administered by the Denver Regional Office of the Economic Development Administration; and

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

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

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services**
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. **Time of Performance** - The services of the District shall commence on November 2, 2020. All of the services required and performed hereunder shall be completed no later than March 27, 2025.
3. **Access to Information** - It is agreed that all information, data, reports and records and/or other information as is existing, available and necessary for the carrying out of the work outlined above shall be furnished to the District by the City and its agents. No charge will be made to the District for such information and the City and its agents will cooperate with the District in every way possible to facilitate the performance of the work described in the Agreement.
4. **Compensation and Method of Payment** - The maximum amount of compensation to be paid hereunder shall not exceed forty thousand dollars (\$40,000.00). Payment to the District shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement, which is hereby incorporated by reference into this Agreement. Should the Project be completed in its entirety prior to the period allowed for its completion, all of the District's responsibilities and services required under this Agreement be fully completed, and all obligations to the EDA are met, full compensation to the District in the amount of forty thousand dollars (\$40,000.00) shall be completed at that time. Interim payment to the District shall be upon percentage completion of the Scope of Services.

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

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

City

District

Jerry Jeffrey,
Mayor

Cindy Hultz,
Executive Director

PROFESSIONAL SERVICES CONTRACT

PART II - SCOPE OF SERVICES

The District shall provide the following scope of services:

1. **Project Management**

1. Develop a record keeping and filing system consistent with program guidelines.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to City's personnel on implementation of the EDA project and regulatory matters pertaining thereto.
4. Furnish the City with necessary completed forms and reporting required for implementation of the EDA project.
5. Assist the City in meeting all special award condition requirements that may be stipulated in the EDA Financial Assistance Award between the City and U. S. Department of Commerce, Economic Development Administration, Denver Regional Office.
6. Prepare and submit all required project reporting required by EDA Project Number 05-79-06034, including but not limited to progress reporting, quarterly reporting, and other reporting included in the EDA Financial Assistance Award between the City and the EDA Denver Regional Office.
7. Establish internal procedures to document expenditures associated with local administration of the project.
8. Serve as liaison for the City during the implementation and completion of the EDA project with any monitoring visit by staff representatives from EDA or its Denver Regional Office.

2. **Financial Management**

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

6. Assist the City in interpreting and complying with established procedures for the EDA project and reporting to the Denver Regional Office.
7. Provide general advice and technical assistance to the City and its agents on implementation of the EDA project and associated regulatory matters.

PROFESSIONAL SERVICES CONTRACT

PART III - PAYMENT SCHEDULE

The City shall contract a fixed amount with the District for grant administration services provided for completion of the Scope of Services in the amount of forty thousand dollars(\$40,000.00), based upon milestones depicting percentage completion of the Scope of Services. The payments to the District will be made from funds provided by the City. Milestones established for payment and the amounts paid are as follows:

Payment Schedule		
Payment	Amount	Basis of Payment
I	\$ 8,000	Completion of twenty percent (20%) of the Scope of Services identified herein.
II	\$ 8,000	Completion of forty percent (40%) of the Scope of Services identified herein.
III	\$ 8,000	Completion of sixty percent (60%) of the Scope of Services identified herein.
IV	\$ 8,000	Completion of eighty percent (80%) of the Scope of Services identified herein.
V	\$ 8,000	Completion of one hundred percent (100%) of the Scope of Services identified herein.
Total Payment	\$ <u>40,000</u>	

All payments shall be determined by the City from its estimates of completion of the entire EDA project. Payment to the District shall be made from those estimates and in the amounts prescribed above.

PROFESSIONAL SERVICES CONTRACT

PART IV - TERMS AND CONDITIONS

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

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

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

2. **Termination for Convenience of the County.** The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the District. If the Contract is terminated by the City as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the District, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The City may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation which are mutually agreed upon by and between the City and the District shall be incorporated in written amendments to this Contract.
4. **Personnel.**
 1. The District represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
 2. All of the services required hereunder will be performed by the District or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 3. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. **Assignment of Contract.** The District shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: Provided, however, that claims for money by the District from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
6. **Reports and Information.** The District, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the District under this Contract are confidential, and the District agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
8. **Compliance with Local Laws.** The District shall comply with applicable laws, ordinances and codes of the State of Missouri and its local governments.
9. **Equal Employment Opportunity.** During the performance of this Contract, the District agrees as follows:
 1. The District will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, gender identity, color, handicap, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
 2. The District will, in all solicitation or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, handicap or national origin.
 3. The District will cause the foregoing provisions to be inserted in all subcontracts for any work or services covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 4. The District will include the provisions 9.1, 9.2, and 9.3 in every subcontract or purchase order unless exempted.
10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal

financial assistance.

11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
12. **Public Works and Economic Development Act of 1965, as amended:** The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the Financial Assistance Award to the City, Award Number 05-79-06034 supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the Financial Assistance Award shall prevail.
13. **Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures.** The District agrees to report to the City on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number 05-79-06034, in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Financial Assistance Award to the City will be provided in a separate GPRA information collection document. EDA will advise the City in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.
14. **Interest of Members of the District.** No member of the governing body of the District and no other officer, employee, or agent of the District who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the City shall take appropriate steps to assure compliance.
15. **Interest of Other Local Public Officials.** No member of the governing body of the District and no other public official of the District, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the City shall take appropriate steps to assure compliance.
16. **Interest of Firm and Employees.** The District covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The District further covenants that in the performance of this Contract, no person having any such interest shall be employed.
17. The District will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7104-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported in writing to the Regional Office of the Environmental Protection Agency (EPA) and City of Moberly, who will report the violation to the Economic Development Administration.
18. The District certifies that their organization is not listed on the government-wide exclusions in the System for Award Management (SAM) and that neither it nor its principals are presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p 189) and 12689 (3 CFR part 1989 Comp., p 235), "Debarment and Suspension".

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#15.

Department: Fire Dept

Date: May 17, 2021

Agenda Item: A Resolution Appointing Donald Ryan As Emergency Management Director Of The City Of Moberly, Missouri.

Summary: In March 2019 Chief Albert was appointed at Emergency Management Director for the City of Moberly. This appointment allows for signing the attached document to provide the City with an Emergency Management Director and enable the City to apply for grant funding to improve the Safety of the community during a disaster. Staff recommends appointing Chief Ryan as the new Emergency Management Director and approval of this agreement.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

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 APPOINTING DONALD RYAN AS EMERGENCY MANAGEMENT DIRECTOR OF THE CITY OF MOBERLY, MISSOURI.

WHEREAS, George Albert has resigned his employment with the City of Moberly including his position as Emergency Management Director; and

WHEREAS, Moberly Fire Chief, Donald Ryan is willing and able to serve as the City's Emergency Management Director; and

WHEREAS, the City must advise the State Emergency Management Agency of the name of the person serving as the City Emergency Management Director by way of a Letter of Appointment.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby appoints Donald Ryan as the Emergency Management Director and further authorizes the Mayor to execute the Letter of Appointment notifying the State Emergency Management Agency of said appointment.

RESOLVED this 17th day of May, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting**ATTEST:**

Shannon Hance, City Clerk

State Emergency Management Agency
Response Division
Watch Center Operations

SEMA EMD Letter of Appointment

PLEASE MAIL TO:

Director
State Emergency Management Agency
P.O. Box 116
Jefferson City, Missouri 65102

Please be advised that: (circle) Ms. Mr Donald Ryan has been appointed as Emergency Management Director for:

County Randolph

City Moberly

Effective Date May 3, 2021

County the City is in Randolph

Regional Coordinator Jeff Atton

(PLEASE PRINT)

Mailing address and contact information of the new director is:

Name: Donald Ryan

Address: 310 N. Clark

Moberly, MO 65270

Email Address: RyanD@moberlyfd.com

SEMA has my permission to release my email address to other state/federal agencies: (circle) YES / NO

Business Phone: 660-269-7635

Home Phone: —

Fax Number: 660-263-8540

Pager/Mobile phone: 660-353-0368

SEMA has my permission to release my cellular phone number to other state/federal agencies: (circle) YES / NO

Printed Name of Elected Official: Jerry Jeffrey

Address of Elected Official: 101 W Reed St

Moberly, MO 65270

SIGNATURE of Elected Official: _____

Presiding Commissioner (county): —

Or

Mayor (city): Mayor, City of Moberly, MO

City of Moberly

City Council Agenda Summary

Agenda Number: #16.
 Department: Public Utilities
 Date: May 17, 2021

Agenda Item: A Resolution Authorizing The City Manager To Purchase Mixers For Sludge Holding Basin #1 At The Wastewater Treatment Plant From Hydro-Kinetics Corporation.

Summary: The sludge mixers in the sludge holding basin #1 are losing buoyancy and the motors and shafts are worn. These units are necessary to aerate and mix the biosolids until the material can be land applied. Two quotes are attached to replace the equipment with the same mixer type as are currently in the basin are attached to this summary sheet. Wastewater Treatment Facility Staff will install the equipment when it arrives, with the additional assistance of a crane truck to remove the existing units and lift the new units into the basins. The two quotes supplied are from the two suppliers who provide mixers that fit the design of the basin. Staff is unaware of other suppliers who provide this type configuration. Staff recommend the purchase of the low bid from Hydro-Kinetics.

Recommended

Action: Authorize the purchase of the equipment.

Fund Name: Wastewater Treatment Plant

Account Number: 301.114.5502

Available Budget \$: 231,536.00

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE MIXERS FOR SLUDGE HOLDING BASIN #1 AT THE WASTEWATER TREATMENT PLANT FROM HYDRO-KINETICS CORPORATION.

WHEREAS, the Wastewater Treatment Plant equipment which aerates and mixes biosolids prior to land application is in need of replacement; and

WHEREAS, city staff sought proposals from the only two known providers of the necessary equipment; and

WHEREAS, Hydro-Kinetics Corporation's attached proposal is the lowest responsible bid in the amount of Thirty-Eight Thousand One Hundred and Fifty-Two Dollars (\$38,152.00).

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the purchase of the above-described equipment at a total cost of \$38,152.00 from Hydro-Kinetics Corporation and the City Manager or his designee is hereby authorized to complete said purchase.

RESOLVED this 17th day of May, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



Proposal # 60666

TO: Moberly WWTP
101 West Reed
Moberly, Missouri 65270
USA

PROJECT: MOBERLY WWTP
Moberly, MO
USA-MUN

ATN:

PROPOSAL DATE: March 16, 2021

CC: Hydro-Kinetics Corporation, Jeff Clarke

If billing and/or shipping address is different, please advise.

Qty	Description
<p>We are pleased to quote, for acceptance within (30) days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed (4-6) weeks* after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval, or engineer approved submittals, if required. Aqua-Aerobic Systems' proposal is based upon supply of equipment models as noted. *Notes: Actual shipment is dependent on equipment availability at the time of receipt of order.</p> <p>Equipment will be furnished by Aqua-Aerobic Systems, Inc. with civil work and installation by the purchaser.</p>	
2	25 HP Model SS Endura® Series Aqua-Jet® Aerator. Float is 14 gauge 304 stainless steel skin, filled with closed cell polyurethane foam. Volute and intake cone are 304 stainless steel. Propeller is cast stainless steel. Diffusion head is monolithic casting of 304 stainless steel. Motor will be TEFC, premium efficient, 460 volt, 3 phase, 60 hertz, 1200 RPM with 1.15 Service Factor and Class F nonhygroscopic insulation. Motor shaft is one-piece 17-4 PH stainless steel.
1	304 stainless steel anti-erosion assembly for 25 HP Aerators.
1	3 ft. 304 stainless steel draft tube assemblies with 316 stainless steel fasteners for 25 HP Aerators. Draft tube has integral intake cone and stabilizer cross.
1	6 ft. 304 stainless steel draft tube assemblies with 316 stainless steel fasteners for 25 HP Aerators. Draft tube has integral intake cone and stabilizer cross.
200	Feet, #8 AWG flexible service cable for 460 V, 25 HP operation. Cable has three power conductors and an insulated ground conductor assembled together with a nonhygroscopic filler material in a hard usage outer jacket.
2	3/4" - 1", 2 eye, wire mesh strain relief cord grip assembly.
2	1/2" spiral wrap abrasion protection for power supply cable.
40	Aerial support electrical cable tie wrap.

WARNING:

The Aqua-Jet® Aerator has a high velocity, upwardly directed hydraulic flow directly below the unit. In addition, horizontal surface velocities persist for some distance from the unit. These flow patterns may, in some instances, cause damage to basin bottoms or walls, creating leaking potential. In earthen or lined basins, Aqua-Aerobic Systems recommends the use of a concrete pad on the basin bottom directly below the aerator. If concrete is known to be nonresistant to the waste, other materials should be investigated. Riprapping, or similar means of bank protection can protect basin walls. If basin contains toxic wastes, user is advised to obtain engineering advice as to basin design and construction necessary to prevent possible erosion and leakage. Aqua-Aerobic Systems assumes no liability or responsibility for any damage to basin bottoms or walls, or for any injuries or damages resulting therefrom.

- Destination Control Statement These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-users(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

COMMERCIAL NOTES:

- Freight charges are NOT included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.
- Start-up supervision is NOT included.
- Payable net 30 days from date of shipment subject to credit review; no retainage allowed.
- Unless specifically stated herein, state and/or local taxes are not included in the price but will be charged unless we receive a valid sales exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.

SCOPE / EQUIPMENT NOTES:

- The accessory prices quoted herein are only valid with the purchase of the complete units. If accessories are purchased independently, now or at a later date, pricing is void and must be obtained from the Aqua-Aerobic Systems' Aftermarket Sales Department.
- Unless specifically stated herein, control panels, junction boxes, anchors and eyebolts are not included in Aqua's scope of supply and shall be supplied by others. Accessories listed under available options are not included in the 'Total Job Price'.
- Based on the current instability in stainless steel pricing, Aqua-Aerobic Systems, Inc. reserves the right to re-evaluate the pricing quoted prior to order acceptance.
- Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.
- Aqua-Aerobic Systems is providing this proposal without reviewing the process application requirements. Aqua-Aerobic Systems cannot take responsibility for these requirements. If the review of the application indicates that additional equipment is required, Aqua-Aerobic Systems reserves the right to revise our offering to meet the requirements
- TRADEMARKS: Aqua-Aerobic, Aqua-Jet, Aqua-Jet II, AquaDDM, ThermoFlo, Endura Series, OxyMix, Fold-a-Float, Aqua MixAir, AquaCAM-D, AquaSBR, Aqua MSBR, AquaPASS, Aqua BioMax, AquaEnsure, Aqua EnduraTube, Aqua EnduraDisc, Aqua CB-24, AquaDisk, AquaDiamond, AquaDrum, Aqua MiniDisk,

Aqua MegaDisk, AquaPrime, OptiFiber, OptiFiber PES-13, OptiFiber PA2-13, OptiFiber ACR-13, OptiFiber PES-14, OptiFiber PF-14, Trust the Tag, AquaABF, Turbilit, AquaMB Process, Aqua-Aerobic MBR, Aqua UltraFiltration, Aqua MultiBore, Aqua MultiBore Series C, Aqua ElectrOzone, SpareCare, IntelliPro, Aqua Financing Solutions, and the Aqua-Aerobic logo are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. All other products and services mentioned are trademarks of their respective owners. Nereda® is a registered U.S. trademark of Royal HaskoningDHV.

SHIPPING NOTES:

To expedite your order, please provide the shipping instructions below:

Earliest acceptable equipment on site date: _____

Ship to address (including zip code): _____

Driver to provide 24 or 48 or _____ HOURS pre-delivery notice to:

Jobsite contact name: _____

@ telephone number: _____

Deliveries are accepted on the following days of the week:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Acceptable hours of delivery ____:____ AM to ____:____ PM

Special instructions to relay to the carrier and/or the driver:

BILLING NOTES:

Bill To Address: _____

Purchase Order #: _____

Pricing Summary

Total Job Price: \$38,152.00

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

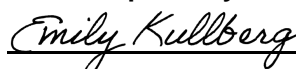
Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Company: _____

By: _____ **Date:** _____

Offer Respectfully Submitted,



**Emily Kullberg, Sales Assistant, Aeration & Mixing
Aqua-Aerobic Systems, Inc.**

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: May 17, 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 \$777,224.07.

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 May 17, 2021 in the amount of \$64,804.32.

SECTION 2: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 17, 2021 in the amount of \$5,790.52.

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 May 17, 2021 in the amount of \$63,604.37.

SECTION 4: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 17, 2021 in the amount of \$5,440.54.

SECTION 5: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 17, 2021 in the amount of \$26,823.37.

SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 17, 2021 in the amount of \$390,987.57.

SECTION 7: There is hereby appropriated out of the **Community Betterment Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 17, 2021 in the amount of \$3,612.59.

SECTION 8: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 17, 2021 in the amount of \$84,587.84.

SECTION 9: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 17, 2021 in the amount of \$122,745.76.

SECTION 10: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 17, 2021 in the amount of \$909.36.

SECTION 11: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 17, 2021 in the amount of \$120.00.

SECTION 12: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due May 17, 2021 in the amount of \$7,797.83.

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

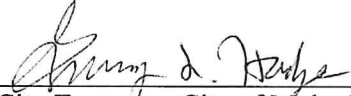
RESOLVED this 17th day of May 2021 by the Council of the City of Moberly, Missouri.

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.

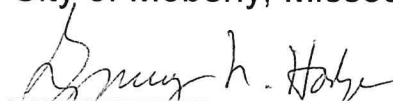


City Treasurer, City of Moberly, Missouri

**EXPENSES PAID MAY 4, 2021 - MAY 12, 2021 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
MAY 17, 2021 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$ 64,804.32
Payroll Fund	\$ 5,790.52
Solid Waste Fund	\$ 63,604.37
Heritage Hills Golf Course Fund	\$ 5,440.54
Parks and Recreation Fund	\$ 26,823.37
Airport Fund	\$ 390,987.57
Community Betterment Fund	\$ 3,612.59
Utilities OP & Maintenance Fund	\$ 84,587.84
Capital Improvement Trust Fund	\$ 122,745.76
Emergency Telephone Fund	\$ 909.36
Transportation Trust Fund	\$ 120.00
Street Improvement Fund	\$ 7,797.83
Total	\$ 777,224.07

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

5/12/2021
Date

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

86420	5/07/2021	3	AFLAC GROUP INSURANCE	285.22						
86421	5/07/2021	3581	AMTEC LESS LETHAL SYSTEMS	1,119.65						
86422	5/07/2021	17	AT&T 5001	10.47						
86423	5/07/2021	2237	MILLER DARLA L	134.00						
86424	5/07/2021	114	DIVISION OF EMPLOYMENT SECURIT	561.00						
86425	5/07/2021	2896	CONKLIN BILL	149.00						
86426	5/07/2021	1565	MACON ELECTRIC COOP	40.46						
86427	5/07/2021	2600	SAFE PASSAGE	192.00						
86428	5/07/2021	3014	SAM'S CLUB	29.36						
86429	5/07/2021	2646	VALIC	600.00						
* 86430	Thru 86436									
86437	5/12/2021	4965	ADAM FLOCK DESIGN	2,800.00						
86438	5/12/2021	4207	ALPHA MEDIA LLC	280.00						
86439	5/12/2021	6120	AMAZON CAPITAL SERVICES	186.88						
86440	5/12/2021	6	AMEREN MISSOURI	27.68						
86441	5/12/2021	3	AFLAC GROUP INSURANCE	2,346.30						
86442	5/12/2021	790	ARISTA INFORMATION SYSTEMS INC	2,828.00						
86443	5/12/2021	30	WOOGEDY LLC	150.77						
86444	5/12/2021	1680	ASSOCIATED ELECTRIC	25.00						
86445	5/12/2021	6407	ASSOCIATION OF MISSOURI CLEAN	2,735.00						
86446	5/12/2021	4504	AT&T 5011	680.36						
86447	5/12/2021	15	AUSTIN COFFEE SERVICE	224.58						
86448	5/12/2021	6160	BACKGROUND INVESTIGATION	498.75						
86449	5/12/2021	4729	BARTLETT & WEST	12,037.00						
86450	5/12/2021	34	BOB'S TIRE, LLC	180.00						
86451	5/12/2021	6313	BOONE CONSTRUCTION CO	675.00						
86452	5/12/2021	6413	BOUCHER JON	25.00						
86453	5/12/2021	2605	BRATCHER'S MARKET	48.43						
86454	5/12/2021	5257	BROWN SMITH WALLACE	5,000.00						
86455	5/12/2021	191	BROWNFIELD OIL CO INC	87.00						
86456	5/12/2021	1371	BURTON STEPHANIE	100.00						
86457	5/12/2021	6411	BUTTERFIELD KRISTEN	20.00						
86458	5/12/2021	6207	TYDANCO INC	2,500.57						
86459	5/12/2021	6402	CARLSON TRANSMISSION	1,743.92						
86460	5/12/2021	591	CASON BUILDING MAINTENANCE INC	1,211.70						
86461	5/12/2021	592	CDW GOVERNMENT INC	379.91						
86462	5/12/2021	598	CHARITON VALLEY COMMUNICATIONS	250.97						
86463	5/12/2021	1301	CINTAS CORPORATION	112.92						
86464	5/12/2021	85	DOLICH MASON	5,000.00						
86465	5/12/2021	653	COE EQUIPMENT	7,550.80						
86466	5/12/2021	5889	COMPLETE FAMILY MEDICINE	35.00						
86467	5/12/2021	3063	CONLEY FOREST DO	260.00						
86468	5/12/2021	2645	CORE & MAIN LP	.00					VOID:	
86469	5/12/2021	2645	CORE & MAIN LP	4,911.57						
86470	5/12/2021	678	CROWN POWER & EQUIPMENT	83.00						
86471	5/12/2021	2913	CULLIGAN WATER CONDITIONING	25.41						
86472	5/12/2021	2951	CUMMINS MID SOUTH LLC	3,685.31						
86473	5/12/2021	2908	CUNNINGHAM VOGEL & ROST PC	9,795.59						
86474	5/12/2021	118	D & L TRENCHING INC	1,075.00						
86475	5/12/2021	5797	DA-COM	200.00						
86476	5/12/2021	6409	DALDORADO	5,834.40						

BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
86477	5/12/2021	2372	DRAKE SCRUGGS EQUIPMENT INC	1,207.42				
86478	5/12/2021	6316	DRILL TECH DRILLING & SHORING	122,745.76				
86479	5/12/2021	37	EMERY SAPP & SONS INC	357,824.82				
86480	5/12/2021	695	ENGINEERING SURVEYS & SERVICES	632.80				
86481	5/12/2021	2781	ENVIRONMENTAL RESOURCE ASSOC	1,248.10				
86482	5/12/2021	3103	FASTENAL COMPANY	.00			VOID:	
86483	5/12/2021	3103	FASTENAL COMPANY	1,034.89				
86484	5/12/2021	699	FEDERAL EXPRESS	13.38				
86485	5/12/2021	6416	FRASER RUBY	25.00				
86486	5/12/2021	2839	FUSION TECHNOLOGY LLC	1,716.84				
86487	5/12/2021	704	GALLS LLC	468.90				
86488	5/12/2021	3011	GLENN'S GARAGE DOORS LLC	109.00				
86489	5/12/2021	2956	GREEN HILLS VET CLINIC LLC	158.36				
86490	5/12/2021	6415	GRIGGS LORRIE LEA	25.00				
86491	5/12/2021	2183	HAMILTON MICHAEL	20.00				
86492	5/12/2021	6412	HAMILTON RAYMOND	20.00				
86493	5/12/2021	298	HARLAN ELECTRIC & CONTROLS LLC	6,368.00				
86494	5/12/2021	1338	HAWKINS INC	2,947.98				
86495	5/12/2021	1348	HUNTSVILLE MACHINE LLC	27.00				
86496	5/12/2021	759	HUTCHINSON SALT COMPANY	2,085.58				
86497	5/12/2021	763	SUMNER ONE	294.36				
86498	5/12/2021	3514	CHAPPYS, LLC	265.00				
86499	5/12/2021	5965	KIM HOSKINS ENVIRONMENTAL	300.00				
86500	5/12/2021	1319	KOHL WHOLESALE	919.38				
86501	5/12/2021	579	LAND/CHARITON COUNTY CONCRETE	2,598.13				
86502	5/12/2021	1381	LEON UNIFORM COMPANY	607.80				
86503	5/12/2021	6018	LIFE SOLAR, LLC	1,350.00				
86504	5/12/2021	1246	LOCHNER	32,783.94				
86505	5/12/2021	3015	LOWE'S HOME CENTERS, LLC	1,047.62				
86506	5/12/2021	940	LUCAS SIGN LLC	200.00				
86507	5/12/2021	6333	MAC'S DOCKS	8,250.00				
86508	5/12/2021	801	BENN RYAN D	280.00				
86509	5/12/2021	679	MARTECK	109.80				
86510	5/12/2021	2220	MARTIN EQUIPMENT	2,218.47				
86511	5/12/2021	2717	MATHESON TRI GAS INC	152.10				
86512	5/12/2021	6417	MAUPIN AUSTIN	25.00				
86513	5/12/2021	6403	MCCREERY LILLIAN	25.00				
86514	5/12/2021	4871	MIDWEST METER INC	1,050.00				
86515	5/12/2021	3605	MO DEPT OF NATURAL RESOURCES	135.00				
86516	5/12/2021	3041	MO ONE CALL SYSTEM INC	411.25				
86517	5/12/2021	5132	MO STATE HWY PATROL ACADEMY	365.00				
86518	5/12/2021	2740	MOBERLY AREA CHAMBER OF COMMER	5,330.00				
86519	5/12/2021	6404	MOBERLY COMMUNITY BETTERMENT	3,612.59				
86520	5/12/2021	5471	MOBERLY JROTC BOOSTER CLUB	100.00				
86521	5/12/2021	1921	MOBERLY LUMBER INC	.00			VOID:	
86522	5/12/2021	1921	MOBERLY LUMBER INC	667.45				
86523	5/12/2021	1954	MOBERLY MOTOR COMPANY	164.50				
86524	5/12/2021	4457	MOCCFOA DEANNNA JONES TREASURE	35.00				
86525	5/12/2021	5091	RANDOLPH COUNTY EXTENSION	100.00				
86526	5/12/2021	4906	MUTTER FARMS LLC	.00			VOID:	
86527	5/12/2021	4906	MUTTER FARMS LLC	5,682.21				
86528	5/12/2021	1604	NAPA AUTO PARTS OF MOBERLY	.00			VOID:	
86529	5/12/2021	1604	NAPA AUTO PARTS OF MOBERLY	3,240.30				

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
86530	5/12/2021	2152	NEMO ELECTRIC CO INC	835.32				
86531	5/12/2021	2299	O'REILLY AUTOMOTIVE STORES INC	.00			VOID:	
86532	5/12/2021	2299	O'REILLY AUTOMOTIVE STORES INC	800.19				
86533	5/12/2021	6405	PALMER SCOTT	100.00				
86534	5/12/2021	4379	PARIS SCHOOL DISTRICT	25.00				
86535	5/12/2021	2822	PEPSI-COLA	1,285.36				
86536	5/12/2021	890	PLAYPOWER LT FARMINGTON INC	1,214.00				
86537	5/12/2021	5718	POMP'S TIRE SERVICE INC	1,010.80				
86538	5/12/2021	5829	Q SECURITY SOLUTIONS LLC	198.00				
86539	5/12/2021	415	RANDOLPH AREA YMCA	1,281.00				
86540	5/12/2021	2590	RANDOLPH COUNTY HEALTH DEPARTM	330.00				
86541	5/12/2021	2593	RANDOLPH COUNTY RECORDER	3.00				
86542	5/12/2021	3476	REILLY BURLDEANE	25.00				
86543	5/12/2021	2977	RICKETTS FARM SERVICE INC	1,180.00				
86544	5/12/2021	6406	RILEY BOBBY JR	599.00				
86545	5/12/2021	2850	ROTARY CLUB OF MOBERLY	165.00				
86546	5/12/2021	280	SCHIPPERS INTERNATIONAL TRUCK	616.79				
86547	5/12/2021	617	SCHULTE SUPPLY INC	2,280.30				
86548	5/12/2021	2684	SHERWOOD'S SIGNS LLC	402.50				
86549	5/12/2021	4526	SJ ELECTRO SYSTEMS INC	498.00				
86550	5/12/2021	5639	SOCKET	.00			VOID:	
86551	5/12/2021	5639	SOCKET	2,425.29				
86552	5/12/2021	5700	STAPLES	.00			VOID:	
86553	5/12/2021	5700	STAPLES	2,429.39				
86554	5/12/2021	6408	STUART SONDA	100.00				
86555	5/12/2021	488	SUPERIOR ADVENTURE CENTER	1,065.41				
86556	5/12/2021	6414	SUTTON CONNIE	25.00				
86557	5/12/2021	5737	THOMSON REUTERS-WEST	53.00				
86558	5/12/2021	4812	2RY ENTERPRISE LLC	850.00				
86559	5/12/2021	4564	TURFMARK SERVICES LLC	750.00				
86560	5/12/2021	1562	UNITED FIRST AID & SAFETY, LLC	255.80				
86561	5/12/2021	2644	USA BLUE BOOK	848.25				
86562	5/12/2021	2646	VALIC	1,292.00				
86563	5/12/2021	2647	VANDEVANter ENGINEERING INC	21,679.00				
86564	5/12/2021	5800	VERIZON CONNECT NWF INC	19.19				
86565	5/12/2021	6410	WARD DAWN	100.00				
86566	5/12/2021	6343	WASTE MANAGEMENT SOLUTIONS	73,115.37				
86567	5/12/2021	3105	WATER'S EDGE AQUATIC DESIGN LL	200.00				
86568	5/12/2021	2656	WESTLAKE HARDWARE	.00			VOID:	
86569	5/12/2021	2656	WESTLAKE HARDWARE	.00			VOID:	
86570	5/12/2021	2656	WESTLAKE HARDWARE	.00			VOID:	
86571	5/12/2021	2656	WESTLAKE HARDWARE	.00			VOID:	
86572	5/12/2021	2656	WESTLAKE HARDWARE	1,966.40				
86573	5/12/2021	2658	WILLIS BROS INC	6,000.00				
86574	5/12/2021	5294	ZURCHER TIRE INC	659.00				
*20190873								
20190874	5/07/2021	1800	MO LAGERS	810.00		E-PAY	VOID: CORRECT DESCRIPTION	
20190875	5/07/2021	1800	MO LAGERS	810.00		E-PAY		

BANK# BANK NAME

CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

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

BANK TOTALS:

OUTSTANDING	777,224.07
CLEARED	.00

BANK 24 TOTAL	777,224.07
---------------	------------

VOIDED	810.00
------------	--------

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	64,804.32	64,804.32	.00	.00
105 PAYROLL FUND	5,790.52	5,790.52	.00	810.00
110 SOLID WASTE FUND	63,604.37	63,604.37	.00	.00
114 HERITAGE HILLS GOLF CRSE	5,440.54	5,440.54	.00	.00
115 PARKS & RECREATION FUND	26,823.37	26,823.37	.00	.00
120 AIRPORT FUND	390,987.57	390,987.57	.00	.00
141 COMMUNITY BETTERMENT	3,612.59	3,612.59	.00	.00
301 UTILITIES OP & MAINT	84,587.84	84,587.84	.00	.00
304 CAPITAL IMPROVEMENT TRUST	122,745.76	122,745.76	.00	.00
400 EMERGENCY TELEPHONE FUND	909.36	909.36	.00	.00
600 TRANSPORTATION TRUST FUND	120.00	120.00	.00	.00
601 STREET IMPROVEMENT FUND	7,797.83	7,797.83	.00	.00

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

#17.

BANK# BANK NAME
CHECK#

DESCRIPTION

24 DISBURSEMENTS

86420 Thru 86429 Accounts Payable Checks
86430 Thru 86436 Utility Billing Checks
86437 Thru 86574 Accounts Payable Checks

20190874 Thru 20190875 Accounts Payable E-Pay

City of Moberly

City Council Agenda Summary

Agenda Number: #18.
 Department: City Manager
 Date: May 17, 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 April.

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

April 2021

A. PROJECTS

Community Development

Shepherd Brothers Blvd., South Morley and Rt. M – Working on paperwork and contracts with Modot for the crosswalk flashers on Morley and Route M and the speed radar signs on Route M.

Vacant Property/Foreclosed Property Fee – Working on layout for vacant housing registration process.

Infill Housing – Working on getting new development on vacant lots.

Fennel Complex – Working on the Fennel complex, coordinating the ongoing work, reviewing what has been completed and where we are trying to go to have the best blank canvas for the right project to move in and develop in that area. We have a scissor lift on site and are taking the tuckpointing on to the top, Willis Bros. is completing the sewer tie in for the restrooms.

Ameren Missouri Easements - Working on Ameren easement for industrial park around West/North & East perimeter.

Funding - Working with MTCOG on several different potential grant funds for projects, EDA for Fennel Market Study, CDBG for potential future curb & gutter replacement.

Researching Cares Funding potential.

Planning for potential Commercial structure removal and funding options.

Public Works

Staffing - We are losing a few employees; Emily Furlong, Public Relations/Social Media specialist, she resigned as she needed more time with her family, Mike Chew, Shop Foreman, retiring. We are actively searching for a replacement for these positions and were already trying to fill a Mechanic position. We have also been working to fill several seasonal positions as we still don't have the inmates back.

Equipment - Reviewing/Evaluating street sweepers for our planned replacement. Staff has observed three different makes/models and had them in town operating to test their performance. Staff is recommending the Tymco 500, which is a regenerative air type sweeper. It performed the best and is approximately \$25K cheaper than the Elgin whirlwind, like we currently have now. These are all available for purchase under the Modot contracts.

Recycling Grant – We had submitted a grant application to the solid waste district for a concrete loading pad for glass at the transfer station. This is needed to allow an elevation change for the loader they have on hand to reach into the Semi's that pick up the glass. They liked the project, but it wasn't funded at this time. They encouraged us to submit it for the next round of funding in approximately July. We have made some revisions based on the recommendations of the solid waste district and are hopeful that it will be funded in the upcoming round.

Demolition Grant - Demolition contractor is in town and has approximately 7 of the current 30 contracted structures down.

Waste Management - Working with Waste Management on their proposed contract revisions and changes in current operations that are within the language of the existing contract.

Morley/24 sidewalk project – Completed semi-final walk thru of the Morley project with Modot & Engineer. All items were agreed completed, except final vegetative cover. We will make another payment for work completed to date, but withhold final payment until grading, seeding & mulch is completed satisfactorily.

Residential Streets – Researching potential weight limits on residential streets and reviewing current policies on parking of commercial vehicles on residential streets. The trash truck weights and semi's parking on residential streets are destroying pavements that weren't designed or built for these types of loads.

Airport Runway Reconstruction – Working on the runway project – due to some weather and subbase issues at the project, we have pushed back the crosswind runway closure to May 17. This will have the entire runway shut down at this point. The crosswind will be slated to reopen on July 16th but is subject to change. The final construction and reopening of the main runway is still scheduled for mid-Sept. As the engineer, contractor and staff have all had previous experience with the soils at the airport, there was additional funding built into the project to cover the poor quality soils that have been encountered, so we have no concerns at this point.

Billing for Airport and Cemetery - Working with the Clerk's office on billing and forms for the Airport & Cemetery. Shannon & Cora are doing a great job jumping in and making many need changes/updates. They are eager to revise and update outdated procedures and work closely with the various departments. Gave them tours of the facilities so they would have a better understanding of what people are referring to on hangar leases, tie-downs, etc. I am looking forward to seeing the results of all of their efforts

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

- Manage all City of Moberly social media accounts, City's website.
- Created press releases and dispersed them to media outlets.
- Recorded radio ads and City Manager report.
- 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.
- Administering glass recycling grant.
 - tracking inappropriate dumping
 - working with other communities to allow usage of our bunker.
 - Completed grant request for loading pad at recycling bunker.
 - Coordinated glass pickup.
 - Worked on application for a concrete pad at the glass recycling bunker.
 - Quarterly report for glass collected.
- Correspondence with Omar Bradley EAA Chapter
 - Coordinating March EAA meeting and managing membership
- Photographed community projects.
- SHPO grant meeting with Allison Archambo.
- Continued work on adding Moberly events to the Missouri Bicentennial book
- Planning and promoting Bicentennial Event at 4th St. Theater.
- Historic Preservation workshop.

- Continued discussion regarding 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.
- Address community members concerns/complaints received via website.
- Ribbon cutting at Depot Park.
- Attended workshop for Mo. Bicentennial celebration
- Grant workshop for Mo. Main Street grant funding opportunities.
- Collecting images and discussion about vinyl overlay rather than mural on JT Cross building.
- Began coordinating the Adopt A Spot program for islands along Morley.
- Chaired monthly tourism meeting.
- Completed research and application for Legends and Folklore marker grant.
- Updated GPS locations, narratives and tested the TravelStorys app.
- Did Consumer Confident report for Utilities.
- Called about flowers, picked them up and distributed.
- Planned and attended Open House for new Fire Chief.
- Completed MML summaries for Public Works and Public Utilities.

Cemetery Department

Looking into Cemetery thefts, vandalism & after-hours activity. There have been requests for camera's, however we don't have power/mounts for cameras around the cemetery. A better solution may be to lock the gates during the summer months; however we don't have public works staff available at sunset. In the past we worked with Police & Fire to close the gates, but it was hit and miss with their runs/issues. A better solution may be the parks ranger who are out in the evenings checking facilities. I am looking into that as an option at this time.

There was one (1) grave lot sold; three (3) graves opened; and eight (8) monument permits sold during the month of April.

B. Planning & Zoning Commission

The Planning and Zoning Commission for the City of Moberly held a meeting on April 26, 2021.

1. Notice of a Public Hearing for a re-zoning application submitted by Haynes's property for 301 E McKinsey St. from B-3 to R-2. This property is currently zoned B-3 (General Commercial District).
2. Notice of Public Hearing for a site plan application submitted by Michael Coltfelter for a proposed coffee drive thru kiosk locate at 534 E Hwy 24. This property is currently zoned B-3 (General Commercial District).
3. Notice of Public Hearing for a site plan application submitted by Elevate Solutions, LLC for a proposed Equipment Rental and Sales locate at 1623 S Morley St. This property is currently zoned B-3 (General Commercial District).
4. Notice of Public Hearing for a conditional use permit application and a site plan application submitted by Melissa Anderson on behalf of Game Board Properties LLC for a proposed outdoor boat and RV storage, office space and outdoor paintball/airsoft field located at 1150 S Morley St. This property is currently zoned B-3 (General Commercial District).

C. Code Enforcement

Code Office – Following up on code enforcement issues, timing, procedures and what we want to accomplish.

#18.

Downtown Parking – Working on possible downtown layout to connect to existing parking, and buildings.

Month of April: Rick

- Completed 16 building inspections.
- Inspections continue on Plumrose facility building is about closed in, roofing continues, sheet rocking office areas, installing equipment.
- Property owner of 1204 Quinn is willing to give condemned structure to the City.
- Owner of 431 Morehead is working on finding a demolition contractor.
- Posted properties, worked on reports for P&Z and attended the meeting.
- Building Permit is issued for Wendy's.
- Scooters Drive Thru building permit is ready to be issued.
- Driving and sending nuisance vegetation notices.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and zoning matters.

Month of April: Karen

- 84 occupancy inspections and re-inspections.
- This month has marked a year since covid first hit and we the City have rebound nicely; I did 50% more inspections since March of 2020. Mask and gloves have been worn to all inspections for over a year now.
- Advanced Disposal has been sold and problems continue with items piling up on the curbs, recently however we have been given some guidance in this area.
- Attended safety meeting as scheduled.
- April marks two years of this department doing the occupancy inspections from the Fire Department.
- Total Occupancy Inspections and re-inspections total 1,196 from April 1, 2019 to March 31, 2020, from April 1, 2020 to March 31, 2021 total was 780 (I was off for 2 months during that time due to health issues), the guys did inspections while I was off.

Month of April: Aaron

April began picking things back up again. We issued several new construction permits. Total permits issued by me included about 50 this month. Inspections on groundwork, closing out lots that remained open from winter weather restrictions (including ROW repairs from communications contractors) and beginning to tag and notice for grass growing also made the time fly by. Never a slow day in the office during April. Swift foods moved closer to completion and the client has begun testing equipment and restricting areas moving forward. Permit reviews for Scooters drive thru and Wendy's took place as well as several inspections on commercial properties throughout town. May looks like the time we will see the start of the 2nd round of demolition. I spent time trying to get Ameren UE on board with two final disconnects for that round. In the meantime, we moved through the asbestos testing phase and are now scheduling a third round for demolition to occur this summer with the remaining 8 houses. Cleanup of two or three lots with junk was achieved through heavy pressure on the property owners. Although they are slow, they continue forward progress. A few nuisance orders were sent out. One continues to be a hassle as he will clear the property for a week (906 Franklin St) and then bring the nuisance back and we start over. Several business licenses were reviewed and

signed off on. There was a remodel permit issued to 209 N Clark St. Inspections done for a hair salon at 535 W Coates St as well in the Downtown Historic District.

#18.

City of Moberly - Street Department Apr-21					
MAINTENANCE FACILITY					
	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	17	0	217	0	\$0.00
Sand, Salt, & Geomelt Mixing	2	0	0	25	\$0.00
Tub Grinder Operation	23	0	0	0	\$0.00
Winter Weather Equipment Preparations	0	0	0	0	\$0.00
ROADS & ALLEYWAYS					
	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	40	0	4	37.5	\$0.00
Catch Basin Maintenance	42	0	2	0	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	6	0	0	0	\$0.00
Culvert Installation	7	0	0	7	\$0.00
Curb Repair	24	0	0	0	\$0.00
Ditch Maintenance	63	0	8	0	\$0.00
Ice & Snow Removal	0	0	0	0	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	55	0	0	0	\$0.00
Rock Loaded/Hauled	0	0	0	0	\$0.00
Street Repair & Maintenance	431	0	7.5	3	\$0.00
Street Sign Maintenance	118	0	0	0	\$0.00
Street Sweeper Operation	30	0	5	0	\$0.00
Street Sweepings Hauled To Disposal	48	0	23	204.15	\$0.00
Weedeating & Brush Removal, Alleys	0	0	0	0	\$0.00
Weedeating & Brush Removal, Streets	104	0	30	0	\$0.00
Weedkiller Application, Alleys	0	0	0	0	\$0.00
Weedkiller Application, Streets	8	0	0	0	\$0.00
MISCELLANEOUS					
	Hours	O/T	Loads	Tons	Cost
Inmate Labor	0	0	0	0	\$0.00
Mowing, City Lots	54	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	6	0	125	0	\$0.00

Sidewalk Maintenance	0	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	20	0	78	0	\$0.00
Trash Removal & Clean-Up, All Wards	15	0	0	0	\$0.00
FACILITIES & EQUIPMENT MAINTENANCE					
	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	14	0	0	0	\$0.00
Building Maintenance	8	0	0	0	\$0.00
Cemetery Maintenance	599	0	7	0	\$0.00
Grounds Maintenance	44	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	0	0	0	0	\$0.00
MATERIALS PURCHASED					
	Loads	Tons	Cubic Yards	Gallons	Cost
Asphalt	0	0	0	0	\$0.00
Concrete	0	0	21	0	\$0.00
Road marking paint	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	9	23			
Maintenance And Repair	16	48			



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
April 2021**

1. Delivery of a Controlled Substance (Heroin): Suspect; MN, W/M, 49 yoa, Victim; State of Missouri, Disposition: Report sent to RCPA
2. Possession of a Controlled Substance (Heroin): Suspect; MN, W/M, 49 yoa, Victim; State of Missouri, Disposition: Report sent to RCPA
3. Fail to Display Valid Plates: Suspect; MN, W/M, 49 yoa, Victim; State of Missouri, Disposition: Report sent to RCPA
4. Possession of a Controlled Substance (Methamphetamine): Suspect; PA, W/M, 29 yoa, Victim; State of Missouri, Disposition: Report sent to RCPA
5. Trafficking Drugs 2nd (Heroin and Methamphetamine): Suspect; SE, W/M, 43 yoa, Victim; State of Missouri, Disposition: Report sent to RCPA
6. Trafficking Drugs 2nd (Heroin and Methamphetamine): Suspect; SE, W/M, 43 yoa, Victim; State of Missouri, Disposition: Report sent to RCPA
7. Delivery of a Controlled Substance: (Heroin and Methamphetamine): Suspect; SE, W/M, 43 yoa, Victim; State of Missouri, Disposition: Report sent to RCPA
8. Delivery of a Controlled Substance: (Heroin and Methamphetamine): Suspect; SE, W/M, 43 yoa, Victim; State of Missouri, Disposition: Report sent to RCPA
9. Delivery of a Controlled Substance: (Heroin and Methamphetamine): Suspect; SE, W/M, 43 yoa, Victim; State of Missouri, Disposition: Report sent to RCPA
10. Delivery of a Controlled Substance: (Heroin and Methamphetamine): Suspect; SE, W/M, 43 yoa, Victim; State of Missouri, Disposition: Report sent to RCPA
11. Stealing (Receiving Stolen Property): Suspect; SE, W/M, 43 yoa, Victim; State of Missouri, Disposition: Report sent to RCPA
12. Trafficking Drugs 2nd (Heroin and Methamphetamine): Suspect; TR, W/F, 30 yoa, Victim; State of Missouri, Disposition: Report sent to RCPA

13. Delivery of a Controlled Substance (Heroin and Methamphetamine): Suspect; TR, W/F, 30 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
14. Delivery of a Controlled Substance (Heroin and Methamphetamine): Suspect; TR, W/F, 30 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
15. Delivery of a Controlled Substance (Heroin and Methamphetamine): Suspect; TR, W/F, 30 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
16. Burglary 2nd: Suspect; KL, W/M, 27 yoa, Victim: MB, W/M, 41 yoa, Disposition: Report sent to RCPA
17. Stealing \$750.00 or More: Suspect; KL, W/M, 27 yoa, Victim: MB, W/M, 41 yoa, Disposition: Report sent to RCPA
18. Abuse or Neglect of a Child: Suspect; SM, W/M, 29 yoa, Victim: CM, W/M, 3 yoa, Disposition: Report sent to RCPA
19. Abuse or Neglect of a Child: Suspect; SM, W/M, 29 yoa, Victim: CM, W/M, 3 yoa, Disposition: Report sent to RCPA
20. Abuse or Neglect of a Child: Suspect; SM, W/M, 29 yoa, Victim: JR, W/F, 5 yoa, Disposition: Report sent to RCPA
21. Arrest on FTA Felony Warrant: Suspect; CG, W/M, 32 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
22. Possession of a Controlled Substance (Prescription Drugs/Heroin): Suspect; CG, W/M, 32 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
23. Unlawful Possession of Drug Paraphernalia: Suspect; CG, W/M, 32 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
24. DWS/R 2nd: Suspect; JR, W/M, 39 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
25. Possession of a Controlled Substance (Heroin): Suspect; LB, W/M, 33 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
26. Unlawful Possession of Drug Paraphernalia: Suspect; LB, W/M, 33 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
27. Arrest on Felony FTA Warrant: Suspect; KM, B/F, 48 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
28. Arrest on Misdemeanor FTA Warrant: Suspect; KM, B/F, 48 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
29. Arrest on Misdemeanor FTA Warrant: Suspect; KM, B/F, 48 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
30. Arrest on Misdemeanor FTA Warrant: Suspect; BO, W/F, 33 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
31. Arrest on Misdemeanor FTA Warrant: Suspect; BO, W/F, 33 yoa, Victim: State of Missouri, Disposition: Report sent to RCPA
32. Child Molestation- EF, W/M, 17 yoa; HF, W/F, 10 yoa. Reports sent to RCJO.
33. Unlawful Transfer of Firearm: Suspect: MB, W/F, 32 yoa; Victim: State of MO. Reports to RCPA



City of

Police Department

Troy Link
Chief of Police
264th Session FBI Academy

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34. Abuse of a Child: Suspect: MB, W/F, 32 yoa; Victim: BG, W/M, 10 yoa.
Reports sent to RCPA.
35. Unlawful Possession of Firearm: Suspect: DG, W/M, 35 yoa; Victim: State of MO. Reports sent to RCPA.
36. Statutory Rape 2nd Degree: Suspect: JJ, W/M, 21 yoa; Victim: JC, W/F, 16 yoa. Reports sent to RCPA.
37. Sexual Abuse: JC, 27 yo, W/M, Victim: TH, 22 y/o, W/F, Disposition: Reports sent to RCPA.

Cases Cleared.....37
Interviews.....126
Interrogations.....12
Reports Written.....121

Special Assignments

Monthly Report

Assisted Boone County Cyber Crimes with search warrant for a child pornography case
 Secured residence for a child abuse search warrant
 Assisted with execution of child abuse search warrant
 Conducted surveillance on residence known to be selling heroin
 Notified patrol officers of heroin dealer leaving residence, arrest made
 Interviewed subject for drug information
 Photographed residence for child abuse/sexual abuse investigation
 Met with NOMO TF Detective and discussed drug investigations
 Met with confidential source with NOMO TF
 Met with Orscheln Products management and discussed active threat preparedness
 Interview subject for drug information
 Completed 2 hour MIRMA Course

Attempted warrant arrest while checking area of high drug activity.
Took initial report on N-Referral for sexual abuse of a child
Contacted McKinney TX PD's SVU to coordinate courtesy investigation
Sent referral to the Rainbow House
Interview suspect on multiple burglaries
Search warrant for stealing and delivery of a controlled substance
Contacted CPD to have license plate of suspected drug trafficker ran through LPR system
Executed search warrant, arrested target. Drugs and stolen property seized
Interviewed suspect for trafficking drugs and stolen property.
Assisted NOMO DTF with processing of evidence for search warrant
Assisted with intelligence gathering for search warrant
SWAT activation, executed NOMO DTF search warrant
Assisted NOMO DTF with search of residence, drugs located and suspect was arrested
Processed evidence
Made contact with subject in MPD Lobby who turned in human skulls
Took skulls to Boone Co Medical Examiner for analysis
Assisted with Robbery investigation neighborhood canvas.
Reviewed citizen surveillance video
Attended forensic interview at rainbow House in Columbia MO
Attended Juvenile Court
Typed phone search warrant for sexual misconduct/stalking case
Watched recorded forensic interview in reference to child abuse
Distributed informational bulletin to department on wanted fugitive
Watched recorded forensic interview in reference to sexual abuse
Sent referral to Rainbow House for forensic interview
Assisted other detective with sexual abuse arrest
Assisted patrol with arrest of wanted fugitive
Took surveillance video from car wash machine theft.
Spoke with other agencies with similar car wash thefts
Developed suspect in multi-state car wash theft
Conducted residence checks with NOMO DTF
Conducted traffic stop based off NOMO DTF information
Arrested suspect for DWS/R 2nd
Traffic stop on vehicle: three arrested for various charges. Drugs seized
Interviewed suspects for drug information
Assisted NOMO in drug investigations
Completed Paycom for detective unit.
Approved numerous reports for Detective Unit.
Tagged numerous body camera videos.
Conducted interrogation in reference to Child Abuse investigation.
Assisted with Search Warrant for Weapons Laws Violations.
Testified in court in Huntsville.
Assisted Children's Division with a Hotline investigation.
Completed Employee Evaluations.
Assisted with Burglary investigation.
Attempted to locate wanted subject.



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

Assisted with Hotline Report of Sexual Abuse.
Assisted with Drug and Stolen Property Search Warrant.
Attended training in Brookfield.
Submitted referral for forensic interview to the Rainbow House.
Web Meeting with Children's Division, Juvenile Office, Rainbow House in reference to Hotline Report.
Assisted NOMO Drug Task Force with a search warrant.
Attended Major Case Squad meeting.
Interviewed witness for a Child Molestation case from Livingston Co, NY.
Called in for Armed Robbery Investigation.
Attended forensic interview in Columbia for Rape investigation.
Conducted follow up for Armed Robbery Investigation.
Liquor License Application- Dollar General #1230.
Liquor License Application- Dollar General #1811.
Liquor License Application- Mallard's Pub.
Liquor License Application- The Wabash.
Liquor License Application- Pizza Hut.
Assisted with applicant interview.
Attended forensic interview in Columbia.
Liquor License Application- Bratcher's Market.
Liquor License Application- Bratcher's Fuel.
Liquor License Application- Aldi.
Attended Supervisor's Meeting.
Completed and sent referral for forensic interview to Rainbow House for Child Abuse investigation.
Mirma Training
Attempted contact with sexual assault victim's mother
Conducted meeting with RCCD in reference to sexual assault case
Assisted patrol with suicidal subject
Typed rainbow house interview for sexual assault case
Contacted by University of MO via phone in reference to sex assault kit
Assisted in ride along for female victim could identify house for sexual assault
Collected sexual assault kit from University of MO hospital

Listening to prison phone calls for victim tampering case
 Reading emails of prison letters for victim tampering case
 CPD contacted me in reference to a victim child disclosing allegations in Moberly
 A Rainbow House Referral was sent and a date set
 I attended the Rainbow House Forensic Interview in reference to child sex assault case
 Interview with adult victim of sexual assault
 Interview with witness of sexual assault
 Called the owner of a business in town for video surveillance
 Contact with suspect of sexual assault
 Arrest of suspect for sexual assault
 Conducted a traffic stop for speed and defective brake light
 Marijuana was collected from traffic stop during a probable cause search
 Assisted in traffic stop where subjects with warrants and heroin were located
 Assisted task force
 Assisted other detectives in robbery case of Check into Cash

Recovered Property

- Hoyt Compound Bow / Three Arrows / Hard Case-.....	\$1,500.00
- Tackle Box and fishing equipment-	\$200.00
- Bounty Hunter Metal Detector-.....	\$100.00
- Samsung Galaxy S9-.....	\$200.00
- Dewalt Cordless Impact Drill-.....	\$200.00
- Duck Calls-.....	\$200.00
- Muck Boots-.....	\$50.00
- 3/8" John Deere Socket Set-	\$50.00
- Goose Call-	\$20.00
- Total.....	\$2,520.00

Respectfully Submitted,
 Tracey Hayes
 Commander

Moberly Fire Department April Monthly Report 2021



City of Moberly Fire Department

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

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

To: Mayor and City Council
 From: Don Ryan, Fire Chief
 Date: May 10, 2021
 Re: April Monthly Council Report:

- Last month the fire department responded to 82 incidents (30 different types) this included: **8 fire related calls causing an estimated \$9,550.00 in damage**, 46 EMS Calls, 3 hazardous conditions, 18 service calls, 6 good intent calls, and 1 false alarm & false call. We also provided 11 inspections
- We continue to work with several local, Regional, and State agencies on the COVID 19 crisis, civil unrest, and severe weather issues that face the regional and state.
- Vehicle maintenance: Engine 305 has had multiple issues regarding engine work that required major repairs over the last month. There were some minor repairs to Engine 302.
- Equipment/station maintenance: Bathroom/Shower project at Station 1 has begun the process of acquiring quotes and a decision on the vendor shall be finished by the end of the first week in May. Station 2 remodeling project (carpet, paint, and trim work) shall be awarded once the Station 1 project total costs are compiled so we can assure there is enough money in the budget to cover costs at Station 2.
- The Department has been delayed in beginning the hydrant testing for the year due to a change in command structure. The crews will begin this process soon, working in conjunction with the water department.
- The Department has been delayed in beginning the building inspections for the year due to a change in command structure. The crews will be meeting with the building inspection personnel to discuss issues related to making sure both sides are on the same page regarding the inspections. The inspection process will begin soon.
- The Department completed 296 training hours on Extrication, Pre-plans, Ground/Brush fire suppression, Fire Codes and Safety inspections, and Health and Wellness.
- Emergency Management/Fire Chief: The EMPG paperwork for partial reimbursement of the Fire Chief salary was completed and submitted, and the required paperwork for hourly totals is being submitted for the quarter.
- RHSOC grant that was awarded for 8 new SCBA air packs and 12 new SCBA bottles was finalized. The best quotation came from Feld Fire, where they also gave 6 additional SCBA bottles at no expense. The proper grant paperwork was filled out, submitted, and confirmation of order was received from Mark Twain Regional Council of Governments (the grant coordinator of funds).

Notice for May 2021

- In May the Moberly Fire Department will return to a more normal response. Under Chief Ryan, with cooperation from all three shifts, the department is attempting to bring the normalcy back. The department is continuing to perform gas appliance inspections, CFO's and Business Inspection. All of these incidents will be using Fire Department COVID-19 PPE protocols.
- The shifts are getting more accustomed to the different uses of the newer programming that was implemented and are making strides with streamlining some of their processes with reports and inspections.

- Lastly, as the new Fire Chief, I wish to thank City Manager Brian Crane, his entire staff, the hiring committee, and the City Council for showing faith in me to take over the leadership role at the Fire Department. I want to state that my ultimate goal is to have the Moberly Fire Department more known as a quality department, a trusted department, and well-respected department throughout the area.



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	31
2007 Chevy	
302 Saber	45
303	1
304 Contender	10
305 Contender	21
306 Reg. Cab P/U	1
310 P/U	1

Total Number of Incidents: 82

Report Filter Settings

Report Name: Incident Reports by Apparatus, Summary

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '4/1/2021 12:00:00 AM' and '4/30/2021 11:59:59 PM'

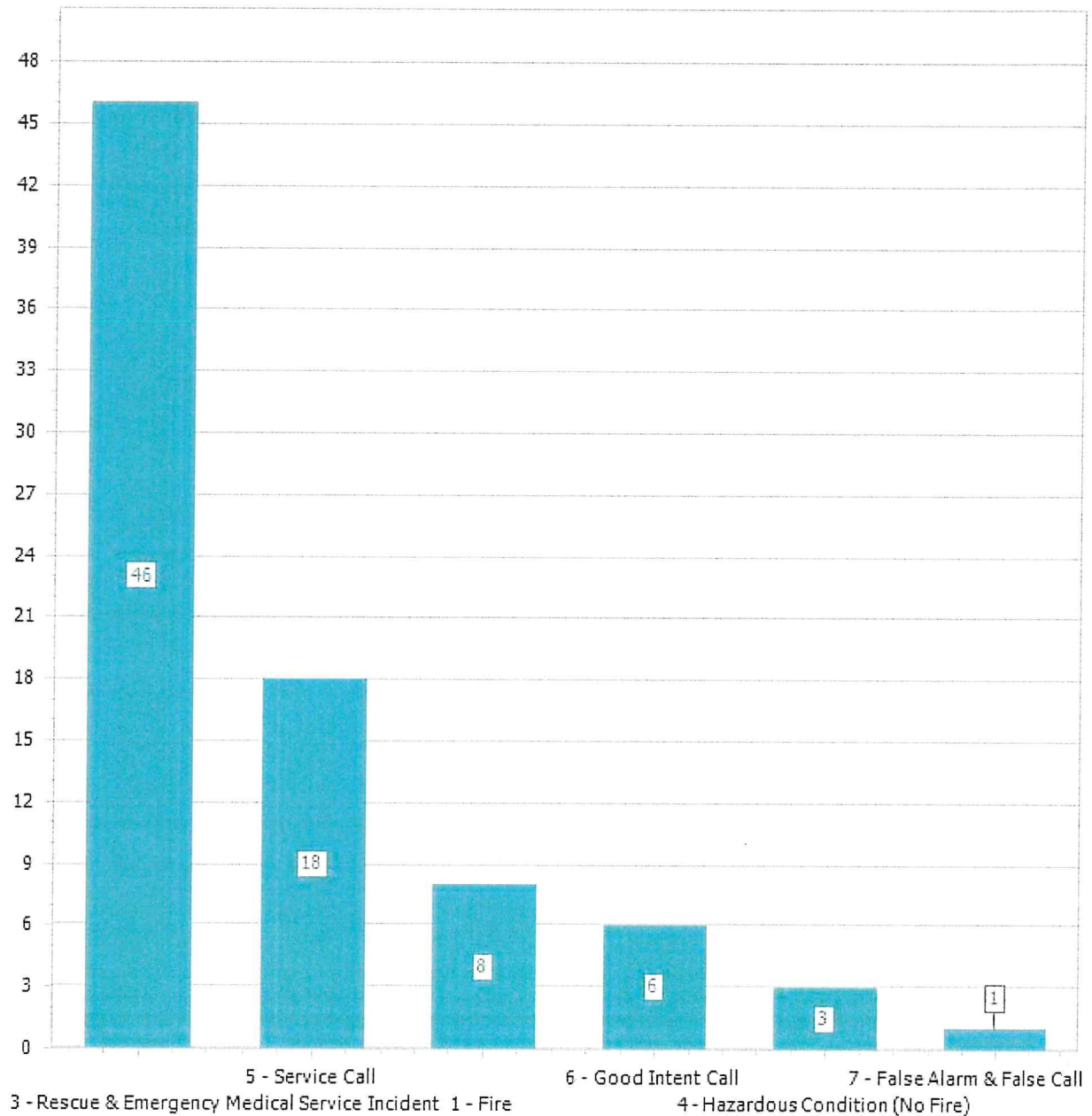


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 660-263-0596
 Station #2: 660-263-4121

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
2100209	0	4/6/2021 12:48:00 PM	612 Gilman ST, Moberly, MO 65270
2100239	0	4/17/2021 11:49:00 AM	1502 S Morley ST S #18, Moberly, MO 65270
2100242	0	4/18/2021 5:20:47 PM	408 Bertley ST, Moberly, MO 65270
2100260	0	4/25/2021 10:21:27 PM	5.4 Miles From Moberly fire station #1 to US Hwy 63 and CR 2715., Renick, MO 65278
2100262	0	4/26/2021 8:24:56 AM	607 5TH, Moberly, MO 65270
2100263	0	4/26/2021 2:50:42 PM	Highway 63 & Rt. M, Moberly, MO 65270
2100264	0	4/26/2021 9:00:19 PM	910 Concannon ST, Moberly, MO 65270
2100270	0	4/29/2021 10:18:35 PM	714 Benson, Moberly, MO 65270

Total Incidents: 8**Incident Type:** 3 - Rescue & Emergency Medical Service Incident

Incident #	Exp #	Alarm Date/Time	Address
2100192	0	4/1/2021 5:15:20 PM	719 SINNOCK, Moberly, MO 65270
2100195	0	4/1/2021 10:04:32 PM	522 FRANKLIN, Moberly, MO 65270
2100196	0	4/3/2021 11:13:33 AM	420 HIGHWAY 24, Moberly, MO 65270
2100199	0	4/3/2021 2:40:04 PM	209 S Williams ST, Moberly, MO 65270
2100197	0	4/3/2021 10:09:25 PM	Bond ST & Emerson ST, Moberly, MO
2100198	0	4/3/2021 10:55:20 PM	552 FULTON, Moberly, MO 65270
2100200	0	4/4/2021 9:13:18 AM	1624 GRATZ BROWN, Moberly, MO 65270
2100202	0	4/4/2021 9:36:07 AM	720 ST CHARLES, Moberly, MO 65270
2100201	0	4/4/2021 10:42:37 PM	131 TANNEHILL, Moberly, MO 65270
2100203	0	4/5/2021 2:02:19 AM	1000 WILLIAMS, Moberly, MO 65270

2100205	0	4/5/2021 2:43:04 AM	N. Morley St. & 63 South HWY, Moberly, MO
2100204	0	4/5/2021 7:30:08 AM	906 MYRA, Moberly, MO 65270
2100206	0	4/5/2021 1:20:02 PM	800 SINNOCK, Moberly, MO 65270
2100208	0	4/5/2021 6:16:15 PM	220 TAYLOR, Moberly, MO 65270
2100207	0	4/5/2021 6:37:40 PM	527 LOGAN, Moberly, MO 65270
2100210	0	4/7/2021 11:15:56 AM	921 HENRY, Moberly, MO 65270
2100211	0	4/7/2021 12:07:51 PM	411 MCKINLEY, Moberly, MO 65270
2100212	0	4/8/2021 1:40:44 AM	601 MORLEY, Moberly, MO 65270
2100213	0	4/8/2021 2:01:02 PM	601 MORLEY, Moberly, MO 65270
2100215	0	4/8/2021 3:26:21 PM	800 WEINTZ, Moberly, MO 65270
2100216	0	4/8/2021 3:43:28 PM	800 BLK SINNOCK, Moberly, MO 65270
2100217	0	4/9/2021 11:24:00 AM	706 S CLARK ST S, Moberly, MO 65270
2100218	0	4/9/2021 11:42:00 AM	512 S AULT ST S, Moberly, MO 65270
2100221	0	4/13/2021 3:26:00 AM	927 W Reed ST, Moberly, MO 65270
2100222	0	4/13/2021 7:14:20 AM	205 FARROR #409, Moberly, MO 65270
2100223	0	4/13/2021 9:16:28 AM	1827 RAVENWOOD #10, Moberly, MO 65270
2100224	0	4/13/2021 10:13:58 AM	407 LOGAN, Moberly, MO 65270
2100225	0	4/13/2021 3:28:35 PM	906 MYRA, Moberly, MO 65270
2100228	0	4/14/2021 9:53:01 AM	205 FARROR, Moberly, MO 65270
2100229	0	4/14/2021 1:00:32 PM	906 MYRA, Moberly, MO 65270
2100231	0	4/15/2021 1:11:18 AM	400 CHANDLAR, Moberly, MO 65270
2100232	0	4/15/2021 4:20:00 AM	721 W Rollins ST, Moberly, MO 65270
2100234	0	4/15/2021 1:08:30 PM	1816 Ronda CT, Moberly, MO 65270

2100235	0	4/15/2021 3:48:01 PM	715 W Reed ST, Moberly, MO 65270
2100237	0	4/16/2021 3:30:30 PM	1230 QUINN, Moberly, MO 65270
2100240	0	4/17/2021 4:42:00 PM	1751 E Urbandale ST E, Moberly, MO 65270
2100241	0	4/18/2021 3:55:03 PM	1011 Bond ST, Moberly, MO 65270
2100246	0	4/20/2021 10:44:31 AM	1118 LOWRY, Moberly, MO 65270
2100249	0	4/22/2021 6:33:39 AM	411 McKinley ST, Moberly, MO 65270
2100251	0	4/22/2021 5:10:03 PM	US 63 AT RT EE, Moberly, MO 65270
2100261	0	4/26/2021 7:28:47 AM	714 BENSON, Moberly, MO 65270
2100265	0	4/26/2021 9:02:24 PM	821 ROLLINS, Moberly, MO 65270
2100266	0	4/28/2021 12:56:28 PM	906 MYRA, Moberly, MO 65270
2100268	0	4/29/2021 2:36:00 AM	906 Myra ST, Moberly, MO 65270
2100269	0	4/29/2021 9:27:42 AM	912 SINNOCK, Moberly, MO 65270
2100271	0	4/30/2021 4:12:24 AM	31 KENNEDY, Moberly, MO 65270

Total Incidents: 46

Incident Type: 4 - Hazardous Condition (No Fire)

Incident # Exp # Alarm Date/Time Address

2100233	0	4/15/2021 10:29:00 AM	601 S Morley ST, Moberly, MO 65270
2100256	0	4/24/2021 7:48:00 PM	1000 W Hwy 24 HWY W, Moberly, MO 65270
2100258	0	4/25/2021 5:03:36 PM	1201 EMERSON, Moberly, MO 65270

Total Incidents: 3

Incident Type: 5 - Service Call

Incident # Exp # Alarm Date/Time Address

2100191	0	4/1/2021 11:34:00 AM	1331 E Logan ST, Moberly, MO 65270
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2100214	0	4/8/2021 3:15:00 AM	1304 Lantern Pointe LOOP, Moberly, MO 65270
2100219	0	4/9/2021 2:21:29 PM	205 FARROR, Moberly, MO 65270
2100226	0	4/13/2021 4:18:00 PM	1322 Woodridge LN, Moberly, MO 65270
2100227	0	4/13/2021 10:08:00 PM	604 S Ault ST, Moberly, MO 65270
2100230	0	4/14/2021 4:00:00 PM	498 Woodland AVE, Moberly, MO 65270
2100236	0	4/16/2021 11:35:00 AM	821 W Rollins ST, Moberly, MO 65270
2100244	0	4/19/2021 8:55:00 AM	101 W Wightman ST, Moberly, MO 65270
2100245	0	4/19/2021 9:31:00 AM	935 E Logan ST, Moberly, MO 65270
2100247	0	4/21/2021 4:00:00 PM	307 S Fifth ST S, Moberly, MO 65270
2100250	0	4/22/2021 3:30:00 PM	1035 Russhaven DR, Moberly, MO 65270
2100252	0	4/22/2021 3:55:00 PM	527 Barrow ST, Moberly, MO 65270
2100253	0	4/22/2021 4:30:00 PM	112 S Ault ST, Moberly, MO 65270
2100254	0	4/24/2021 2:00:00 AM	411 McKinley AVE, Moberly, MO 65270
2100255	0	4/24/2021 1:40:00 PM	1029 S Williams ST S, Moberly, MO 65270
2100259	0	4/25/2021 6:15:00 PM	319 Wisdom, Moberly, MO 65270
2100267	0	4/28/2021 8:48:46 PM	1204 MORLEY #4, Moberly, MO 65270
2100272	0	4/30/2021 1:45:00 PM	531 Farror ST, Moberly, MO 65270

Total Incidents: 18

Incident Type: 6 - Good Intent Call

Incident #	Exp #	Alarm Date/Time	Address
2100194	0	4/1/2021 11:34:38 AM	1625 GRATZ BROWN, Moberly, MO 65270
2100193	0	4/1/2021 9:08:23 PM	500 BLK TAYLOR, Moberly, MO 65270
2100220	0	4/9/2021 11:10:00 AM	S 5th ST & W McKinsey ST, Moberly, MO

2100243	0	4/18/2021 6:38:26 PM	1204 S Morley ST, Moberly, MO 65270
2100248	0	4/21/2021 4:50:53 PM	115 BEDFORD ST, Moberly, MO 65270
2100257	0	4/25/2021 10:34:32 AM	431 MOREHEAD, Moberly, MO 65270

Total Incidents: 6

Incident Type: 7 - False Alarm & False Call

Incident #	Exp #	Alarm Date/Time	Address
2100238	0	4/17/2021 4:40:00 AM	515 Franklin AVE, Moberly, MO 65270

Total Incidents: 1

Total Number of Distict Incidents: 82

Total Number of Distict Incident Types: 30

Report Filter Settings

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

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '4/1/2021 12:00:00 AM' and '4/30/2021 11:59:59 PM'

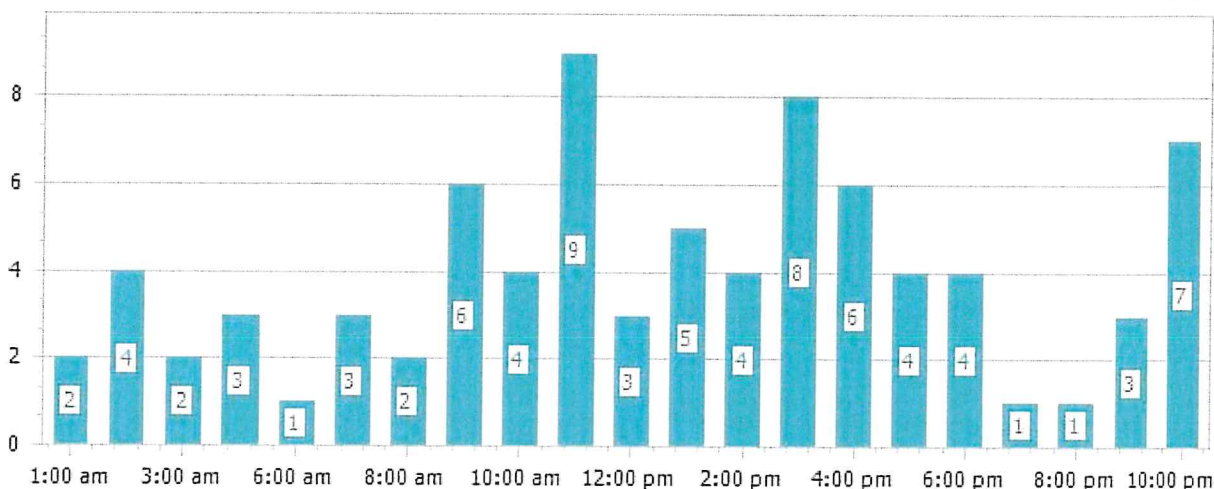


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

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
2100212	0	4/8/2021	321 - EMS call, excluding vehicle accident with injury
2100231	0	4/15/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 2

2:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100203	0	4/5/2021	321 - EMS call, excluding vehicle accident with injury
2100205	0	4/5/2021	324 - Motor vehicle accident with no injuries.
2100254	0	4/24/2021	553 - Public service
2100268	0	4/29/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 4

3:00 am

Incident #	Exp #	Alarm Date	Incident Type
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2100214	0	4/8/2021	5001 - Gas Appliance Inspection
2100221	0	4/13/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 2

4:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100232	0	4/15/2021	3112 - Lift Assistance
2100238	0	4/17/2021	733 - Smoke detector activation due to malfunction
2100271	0	4/30/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 3

6:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100249	0	4/22/2021	3112 - Lift Assistance

Total Number of Incidents: 1

7:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100204	0	4/5/2021	321 - EMS call, excluding vehicle accident with injury
2100222	0	4/13/2021	3112 - Lift Assistance
2100261	0	4/26/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 3

8:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100244	0	4/19/2021	5005 - CFO Inspection
2100262	0	4/26/2021	142 - Brush or brush-and-grass mixture fire

Total Number of Incidents: 2

9:00 am

Incident #	Exp #	Alarm Date	Incident Type
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2100200	0	4/4/2021	321 - EMS call, excluding vehicle accident with injury
2100202	0	4/4/2021	3112 - Lift Assistance
2100223	0	4/13/2021	321 - EMS call, excluding vehicle accident with injury
2100228	0	4/14/2021	321 - EMS call, excluding vehicle accident with injury
2100245	0	4/19/2021	5001 - Gas Appliance Inspection
2100269	0	4/29/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 6

10:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100224	0	4/13/2021	3112 - Lift Assistance
2100233	0	4/15/2021	424 - Carbon monoxide incident
2100246	0	4/20/2021	3113 - Standby, No care provided
2100257	0	4/25/2021	651 - Smoke scare, odor of smoke

Total Number of Incidents: 4

11:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100191	0	4/1/2021	561 - Unauthorized burning
2100194	0	4/1/2021	631 - Authorized controlled burning
2100196	0	4/3/2021	3112 - Lift Assistance
2100210	0	4/7/2021	321 - EMS call, excluding vehicle accident with injury
2100220	0	4/9/2021	622 - No incident found on arrival at dispatch address
2100217	0	4/9/2021	321 - EMS call, excluding vehicle accident with injury
2100218	0	4/9/2021	321 - EMS call, excluding vehicle accident with injury
2100236	0	4/16/2021	561 - Unauthorized burning
2100239	0	4/17/2021	137 - Camper or recreational vehicle (RV) fire

Total Number of Incidents: 9

12:00 pm

Incident #	Exp #	Alarm Date	Incident Type
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2100209	0	4/6/2021	111 - Building fire
2100211	0	4/7/2021	321 - EMS call, excluding vehicle accident with injury
2100266	0	4/28/2021	3112 - Lift Assistance

Total Number of Incidents: 3

1:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100206	0	4/5/2021	321 - EMS call, excluding vehicle accident with injury
2100229	0	4/14/2021	3112 - Lift Assistance
2100234	0	4/15/2021	3112 - Lift Assistance
2100255	0	4/24/2021	5001 - Gas Appliance Inspection
2100272	0	4/30/2021	5001 - Gas Appliance Inspection

Total Number of Incidents: 5

2:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100199	0	4/3/2021	321 - EMS call, excluding vehicle accident with injury
2100213	0	4/8/2021	3112 - Lift Assistance
2100219	0	4/9/2021	554 - Assist invalid
2100263	0	4/26/2021	132 - Road freight or transport vehicle fire

Total Number of Incidents: 4

3:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100215	0	4/8/2021	3112 - Lift Assistance
2100216	0	4/8/2021	322 - Motor vehicle accident with injuries
2100225	0	4/13/2021	3112 - Lift Assistance
2100235	0	4/15/2021	321 - EMS call, excluding vehicle accident with injury
2100237	0	4/16/2021	321 - EMS call, excluding vehicle accident with injury
2100241	0	4/18/2021	321 - EMS call, excluding vehicle accident with injury
2100250	0	4/22/2021	5001 - Gas Appliance Inspection

2100252 0 4/22/2021 5001 - Gas Appliance Inspection

Total Number of Incidents: 8

4:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100226	0	4/13/2021	5001 - Gas Appliance Inspection
2100230	0	4/14/2021	5001 - Gas Appliance Inspection
2100240	0	4/17/2021	321 - EMS call, excluding vehicle accident with injury
2100247	0	4/21/2021	5001 - Gas Appliance Inspection
2100248	0	4/21/2021	671 - HazMat release investigation w/no HazMat
2100253	0	4/22/2021	5001 - Gas Appliance Inspection

Total Number of Incidents: 6

5:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100192	0	4/1/2021	3112 - Lift Assistance
2100242	0	4/18/2021	113 - Cooking fire, confined to container
2100251	0	4/22/2021	324 - Motor vehicle accident with no injuries.
2100258	0	4/25/2021	412 - Gas leak (natural gas or LPG)

Total Number of Incidents: 4

6:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100208	0	4/5/2021	311 - Medical assist, assist EMS crew
2100207	0	4/5/2021	321 - EMS call, excluding vehicle accident with injury
2100243	0	4/18/2021	611 - Dispatched & canceled en route
2100259	0	4/25/2021	511 - Lock-out

Total Number of Incidents: 4

7:00 pm

Incident #	Exp #	Alarm Date	Incident Type
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2100256 0 4/24/2021 463 - Vehicle accident, general cleanup

Total Number of Incidents: 1

8:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100267	0	4/28/2021	551 - Assist police or other governmental agency

Total Number of Incidents: 1

9:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100193	0	4/1/2021	651 - Smoke scare, odor of smoke
2100264	0	4/26/2021	1514 - Recreational Fire
2100265	0	4/26/2021	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 3

10:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100195	0	4/1/2021	321 - EMS call, excluding vehicle accident with injury
2100197	0	4/3/2021	324 - Motor vehicle accident with no injuries.
2100198	0	4/3/2021	321 - EMS call, excluding vehicle accident with injury
2100201	0	4/4/2021	321 - EMS call, excluding vehicle accident with injury
2100227	0	4/13/2021	551 - Assist police or other governmental agency
2100260	0	4/25/2021	131 - Passenger vehicle fire
2100270	0	4/29/2021	1511 - Household Refuse Fire

Total Number of Incidents: 7

Report Filter Settings

Report Name: Incident Reports by Time of Day, Detailed

Filter Name: last month

Filter Expression: [AlarmDateTime] is between '4/1/2021 12:00:00 AM' and '4/30/2021 11:59:59 PM'

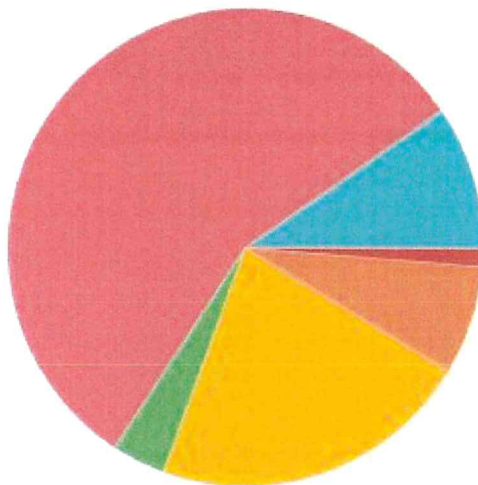


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
111 - Building fire	1	1.22%
113 - Cooking fire, confined to container	1	1.22%
131 - Passenger vehicle fire	1	1.22%
132 - Road freight or transport vehicle fire	1	1.22%
137 - Camper or recreational vehicle (RV) fire	1	1.22%
142 - Brush or brush-and-grass mixture fire	1	1.22%
1511 - Household Refuse Fire	1	1.22%
1514 - Recreational Fire	1	1.22%
311 - Medical assist, assist EMS crew	1	1.22%
3112 - Lift Assistance	13	15.85%
3113 - Standby, No care provided	1	1.22%
321 - EMS call, excluding vehicle accident with injury	27	32.93%

Incident Type	Total Incidents	Percent
322 - Motor vehicle accident with injuries	1	1.22%
324 - Motor vehicle accident with no injuries.	3	3.66%
412 - Gas leak (natural gas or LPG)	1	1.22%
424 - Carbon monoxide incident	1	1.22%
463 - Vehicle accident, general cleanup	1	1.22%
5001 - Gas Appliance Inspection	10	12.20%
5005 - CFO Inspection	1	1.22%
511 - Lock-out	1	1.22%
551 - Assist police or other governmental agency	2	2.44%
553 - Public service	1	1.22%
554 - Assist invalid	1	1.22%
561 - Unauthorized burning	2	2.44%
611 - Dispatched & canceled en route	1	1.22%
622 - No incident found on arrival at dispatch address	1	1.22%
631 - Authorized controlled burning	1	1.22%
651 - Smoke scare, odor of smoke	2	2.44%
671 - HazMat release investigation w/no HazMat	1	1.22%
733 - Smoke detector activation due to malfunction	1	1.22%

Total Number of Incidents: 82

Total Number of Incident Types: 30

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 '4/1/2021 12:00:00 AM' and '4/30/2021 11:59:59 PM'

Director – Troy Bock

- Worked with the contractor on the final dock layout and installation and the concrete work needed from our staff. The Rothwell Dock has now been installed and the ribbon cutting is scheduled for May 17th at 2pm.
- A joint meeting of Park Board and Council was held to discuss upcoming projects and get a consensus on the layout for the Tannehill Park splash pad (above ground features).
- Worked with partners to line up entertainment for the 4th of July. Fifty-Fifty and the Norm Ruebling Band will be playing prior to the fireworks. Discounted miniature railroad rides and discounted aquatic center admission will be offered 12-4pm.
- Held a coordination meeting to discuss the logistics for the 2021 4th of July. Traffic flow and entertainment will run similar to prior years. The fireworks show will be bigger thanks to the generosity of Bratcher's and Westlake's Ace Hardware.
- GreatLIFE memberships are reported to be over 200. Brian Crane and I have had two monthly meetings with Bryan Minnis and Eric Brown to discuss the operations and the grounds.
- While the Excel leadership program graduation has been held, we continue with some makeup sessions of industry and public sector tours delayed due to covid.
- Attended an appreciation dinner for Friends of the Park volunteers. They handle the miniature railroad operations each year and fundraise for projects. We could not do it without them.
- The Depot Park ribbon cutting was very well attended with between 75-100 stopping by throughout. It speaks to the value of and interest in partnership projects.
- Coordinated with Waters Edge and staff on the new baffle and grate for the aquatic center.
- Scheduled MFA for a treatment at the West 43. Another will be scheduled for August or September. Then, late this year, two 3-acre plots will be seeded with 69 native species of wildflowers which should make the 3 miles of nature trails more appealing to locals and tourists while providing bee and butterfly habitat.
- Final budget adjustments made.

Administration – Leslie Keeney

- Processed bills and timesheets for the department.
- Began running background checks for 2021 softball coaches.
- Ordered t-shirts for department softball league and department staff.
- Purchased Moberly Midget League and Optimist League insurance.
- Received and placed Six Flags and Big Surf Consignment tickets for sale via department office.
- Oversaw day to day operations of Parks and Recreation Office.

Dirk Miller – Park Superintendent

- Made baffles for Pool drains per Michael Fisher from Waters Edge and installed. Also installed new pool grates from Daldorado. Completed various pool maintenance to prepare for upcoming pool season.
- Prepped and cleaned for Depot Park ribbon cutting.
- Contacted Dig Rite at new signage locations, those being Depot Park, Rothwell Park entrance at Fisk, and Rothwell Park Road.
- Poured concrete pad and two anchors for Boat dock and helped install new dock.
- Removed faulty swing at Candy Cane and ordered a replacement swing.

- Put new timer switches in at Fox tennis/pickleball courts. Repaired broken lights at Fox Shelter, and opened Fox bathrooms.
- Mowed and sprayed for weeds.

Jacob Buntten-Athletic Complex Supervisor/Sports Manager

Athletic Complex:

- Began mowing all turf.
- All turf was fertilized for the spring application.
- Pre/post emergent was sprayed on 45 acres at complex and Rothwell Park practice fields. Tank mix of prodiamine pre-emergent and Trimec post-emergent broadleaf herbicide. These two herbicides control crabgrass and eradicate broadleaf weeds (dandelions, etc.).

Sports:

- Westran Classic baseball tournament was cancelled due to weather.
- Created league schedules for softball summer leagues. Between MPRD, MML, Opt. and Legion baseball, we have an estimate of 90 teams playing at HHAC this summer.

Amanda Warder – Recreation Supervisor

Pool:

- Gearing up for a great season! Details have been worked out and staff is ready to go.

Events:

- Mother Daughter Tea is May 8th and we sold out of tickets about a week before the deadline.
- Discover Nature Fishing Clinic that is run through the MDC is at the James Youth every Thursday in May and looks like it is going to be a good time.
- 4th of July prep is underway and logistics are getting settled.

Concessions:

- May 10th is the first day for games, it will be a great week to test drive the new items that were decided upon and we are ready to start the ball season!



Monthly Report

April 2021

#18.

Parks		2021		2020
	Thompson Campground	160	Daily(120)Monthly(8)Tent(32)	37
	Misc Thompson Campground	\$40	Dump Sation(2)	\$20
	Miscellaneous Park Fees	\$85.00	Private EventVendor Fee(1)Surplus Slide(1)	\$0.00
	Overnight Fishing Passes	-		-
	Paddleboat Rental	-		-
	Canoe Storage	-		-
	Archery Range	-		-
	Overlook & Plaza	-		-
	Midway	-		-
	Agricultural Barns	-		-
	Equestrian Area/ Rodeo Ground	2	Horse Practice(2)	0
			PD Training(1 res. 5 days) EMS	
	James Youth Center	6	Training(1) Boy Scout Meeting(1) 4-H Meetings(2) 4-H Clover Kid Camp(1)	0
			Rotary(4) Baby	
	Lodge	9	Shower(1)Celebration of Life(1) Heritage Academy Formal(1) Internal: Closed for Easter Sunday and Internal Hold for staff reasons	0
	Lion's Beuth Park	-		-
	Fox Park (entire)	-		-
Fox Park Pickleball/ Tennis Courts	1	Internal: Internal staff hold(1)	0	
Tannehill Park	-		-	
Depot Park	-		-	
		2021		2020
Fields/Courts	Red 1	-		-
	Red 2	-		-
	Blue 1	-		-
	Blue 2	-		-
	Blue 3	-		-
	Green 1	-		-
	Green 2	-		-
	Green 3	-		-
	Green 4	-		-
	Green 5	-		-
	Green 6	-		-
	Groeber	3	Midget League Practices(2) Internal: Blocked for 14 days due to field renovations	0
	Meinert	3	Softball Practice(2) Internal: Blocked for 14 days due to field renovations	0
	Patrick	2	Baseball Practice(1) Internal: Blocked for 14 days due to field renovations	0
	Fox Field	2	Softball Practice(1) Internal: Blocked for 14 days due to field renovations	0
	Batting Cages	0		0
	Shelter 1 Tennis Courts	-		-
	Wilhite Tennis Courts	-		-

157

	2021		2020
Shelters	Shelter 1	1	Birthday Party(1) 0
	Shelter 3	-	-
	Shelter 5	1	Birthday Party(1) 0
	Fox Park Shelter	2	Boyscout Troop event(1)Personal event(1) 0
	Klein Shelter	3	Family Event(1) Surprise Party(1) Birthday Party(1) 0
	Lake Pavilion	4	Easter Service(1)Private Events(3) 0
	Riley Pavilion	1	Unfinished Pieces 5k(1) 0
	Meditation Garden and Legacy	1	
	Overlook		Wedding(1) 0
	2021		2020

Auditorium			Harrisburg School District Prom(1 res. 2 days) Redeemer Church	
	Entire Facility	5	Easter Service(1 res. For 2 days) Square Dance(1) JROTC Ball(1) Right to Life Banquet(1)	0
	2021			2020

Aquatic Center	Entire Facility	-		-
	Party Area	-		-
	2021			2020

Recreation			2020 Flash Light East Egg Hunt	
	Easter Egg Scavenger Hunt	160	Cancelled due to COVID-19	0
	2021			2020

Director of Utilities Monthly Report, Mary West-Calcagno, Director
April 2021 (Presented at the May meeting)

Director's Summary

Utilities Department Financial Stats:

Utilities Financial Update: Please find a snapshot of the monthly financials for Utilities Operating Account below.

Revenues							
Date	Water Revenue	% of Water Rev Proj	Sewer Revenue	% of Sewer Rev Proj	Total Revenue	% of Total Rev Proj	Transfer to/(from) Reserves
Apr-21	\$195,345.07		\$250,128.80		\$600,239.49		\$(146,214.80)
Total YTD	\$2,016,527.75	85.1%	\$2,742,167.20	87.3%	\$5,156,591.47	87.4%	\$617,025.45
Expenses							
	Operations & Maintenance	O & M % of Proj Exp	Transfers Out Total		Total Expenses	% of Total Exp Proj	% of Fiscal YTD
Apr-21	\$452,602.61		\$568,580.19		\$602,936.78		
Total YTD	\$2,960,402.92	68.6%	\$4,923,723.35	78.1%	\$5,158,982.92	87.4%	83.3%

Energy Solutions Professionals Project: We are currently receiving 5,525 meter readings via the AMI system. There are approximately 24 meters left to be installed before project completion. City staff have installed 20 meters of the 41 remaining from the ESP list.

Caselle Software: The implementation of the software is progressing; Caselle formatted the first data pull from gWorks/Summit and after several tries, were able to process the data successfully. The implementation team from Caselle is mapping the data so it fits with the Caselle program. The phase we are currently in is the "Preparation Phase". After this, we will move into the Setup Phase and finally into the Live Phase.

Route JJ Sewer Extension: Jacobs staff is working with the three property owners who will be connected to the sewer extension. Siting for the pump stations and routing for the individual force mains is complete. Survey work is underway; more than 18,000 linear feet of survey needs to be done.

Water Line Mapping: Sam LLC has completed the field mapping of the water line valves and fire hydrants. The office work is complete. A draft set of maps has been sent to the City for review before

the mapping is finalized and uploaded to our GIS website. The review by the Utility Department is complete. A set of the maps has been provided to the Fire Department for verification of location of fire hydrants. Once this is completed, we will move into the storm sewer system mapping.

EDA Infrastructure Grant: Project update meetings are now held weekly with Jacobs Engineering to track progress and make sure items are addressed timely. The stormwater project for the Industrial Park is not a Jacobs project. The six (6) projects include and the status of each is:

- **Morley St. Pump Station Retrofit** – Started design including options for converting to submersible pumps. Survey for the force main is complete.
- **North Morley Water Main Loop** – Survey is complete, but Jacobs had concern that surveyors picked up all utilities within the congested right-of-way on Highway 24. A re-survey for utilities was ordered. A meeting will be held with MoDOT once we get a better picture of alternatives and complications in the path of the water main replacement.
- **Sturgeon and Rollins Water Main Replacement** – Survey has begun on the project.
- **Downtown Sewer Rehab** – Working on RFQ for CCTV work and preparing maps of area to be CCTV'd.
- **Downtown CSO Storage Facility** – Survey is complete. Geotech work is complete. The model of the downtown CSO system is undergoing quality assurance checks and should be delivered to the City within the next 3 weeks.
- **Regional Stormwater Basin Improvements for MAIP** – Howe Company has now indicated plans will be delivered the week of May 17.

Swift Foods: The pretreatment permit was issued effective April 12, 2021. Start up activities are beginning; we do not have a date yet for full production.

Sugar Creek Lake Dam Grout Project: The Lake is still full. It is anticipated that it will be mid- to late-summer before the Lake level drops sufficiently to resume the final grouting.

SRF Applications: The Clean Water Commission will meet May 18 to consider the revised intended use plan for FY 2021. Once this meeting is complete, 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 and the City's Auditors on the DDQ.

Budget: The budget draft was submitted and reviewed by Greg Hodge, Brian Crane and Mary West-Calcano. Revenue projections were increased slightly to account for increased revenue due to the meter change out and Swift Foods coming online.

Taylor Street CSO Project: No bids were received for the contract to remove and land apply the biosolids from the swirl concentrator at the Taylor Street CSO. A meeting was held with a contractor and Boone Consulting to see if they are willing to give us a price to complete the work. The contractor is working for the City of Columbia as well to remove lime sludge at their water plant. Since our fields need lime, this is an opportunity to get both projects done at the same time.

Wastewater Treatment Facility Biosolids Land Application Farm (BLA): Soil testing at the BLA have indicated high phosphorous levels and low soil pH. Trees on the site are dying and falling over and soil erosion on the site is extremely high. Staff have been meeting with Boone Consulting and John Kirchoff

(SWCD) to discuss alternatives to preserve the soil, protect the downstream facilities (the Wastewater Treatment Facility) from flooding, and reduce the amount of nutrients discharged to the creek while preserving the BLA as a viable low-cost alternative to reusing the biosolids that are a byproduct of wastewater treatment. A discussion of the alternatives, when developed, will be presented for the Council's information.

City Manager's Radio Call-in Program, KWIX: Director Calcagno participated in the City Manager Radio Program on April 27 to provide an update on Utilities activities.

ARPA Funding: Participated in several webinars with MTRCOG and other agencies regarding Federal Stimulus Funds guidelines and availability. One targeted use of the funds is upgrades for drinking water, wastewater, and stormwater infrastructure. Staff are developing a list of high priority projects for submission for funding consideration.

2021-2022 Budget: March and April included many discussions of the budget proposal for the coming year and how planned projects will fit within the budget.

Utility Dept. Staffing: The Department is fully staffed at this time.

Dept. Summary:

Drinking water produced:	29.462 MG (.982MG/Day)
Wastewater Treated:	80.783 MG (2.693 MG/Day)
Wastewater from Combined Sewer Overflows:	16.471 MGM
Total precipitation for April	5.56 inches

Billing activity: 22,195,123 gallons of water in the amount of \$212,909.23 and 20,713,778 gallons of sewage in the amount of \$274,142.15

Staff issued 2442 bills for cycle 1 in the amount of \$240,294.59 and 2628 bills for cycle 2 in the amount of \$292,250.42 that included water, sewer, garbage, tax and arrears outstanding.

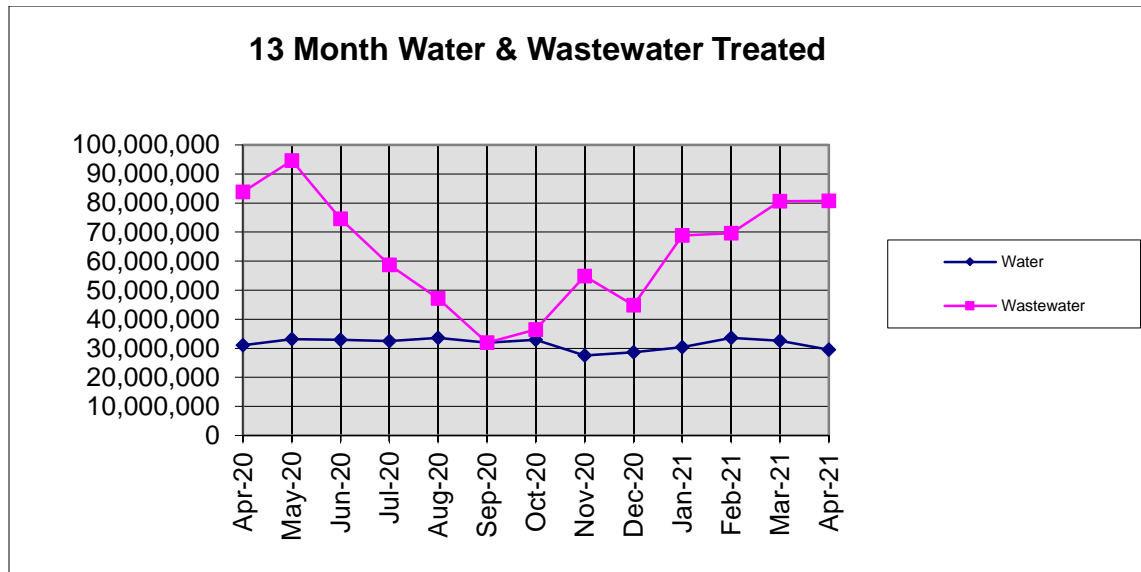
The Water Office processed 348 work orders, including 107 turn-ons and 93 turn-offs. 64 landlord letters were sent for properties on the shut off list. During April, utility bills collected amounted to \$815,306.91.

Metered water for April 1, 2021 through April 30, 2021 through Neptune 360: 22,516,845 gallons.

Estimated water used through meters not changed: 581,864. Total estimated accounted for using new system: 23,098,709 (metered) + 2,185,736 (non-metered) = 25,284,445 or 14.2% water loss.

Unaccounted Water for April 2021 = 20.4% (old calculation method)

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
Apr-2021	29,462,755	1,257,135	928,601	0	16,000	22,195,123	23,452,258	6,010,497



Distribution and Collection Department and Customer Service

- There were 4 water leaks
- Replaced 1 valves
- Poured 42.25 yards of concrete to patch utility cuts in roadways and sidewalks
- Completed 329 Missouri one call tickets for locating water and sewer lines
- A total of 13 lead service lines have been replaced in 2021
- There were 13 Sewer calls
- There are 195 locations for repairs from excavations throughout the winter. Staff completed more than thirty of these so far, with the plan to have everything seeded before June 1 so the grass will take off. We appreciate the patience of the customers as we get to them as quickly as we can.

Wastewater Treatment Facility

- Treated 80.783 MGM an average of 2.693 MGD.
- Transferred 1,152,170 gallons of sludge from the SBR's to the digesters.
- 5.56 inches of rain fell over a 14-day period.
- An SSO was reported at 541 Woodland Ave. on 4/7/21. This event was reported to MDNR via the MOGEM webpage.
- Taylor CSO (outfall 002) discharged an estimated 4.362 MGD on 4/10/21 due to a rain event.

- Rollins CSO (outfall 003) discharged 3.986 MGM on 4/10/21 – 4/14/21 due to a rain event.
- Seven Bridges Road CSO (outfall 004) discharged 8.123 MGM on 4/9/21 – 4/14/21 due to a rain event.
- Holman Rd. CSO (outfall 005) no discharge.
- Collected the monthly and quarterly WWTP samples and delivered to Inovatia Labs in Fayette for testing.
- Conducted an industrial pretreatment inspection at MacRak and collected a discharge sample from tank #2.
- Continued replacing bad UV lamps on the disinfection system at WWTP.
- Conducted a pretreatment inspection at Cardinal Health, sampling will take place later.
- Cummins installed a new electronic governor in the generator at Rollins station, this equipment repair cost approx. \$3,600.
- Changed oil and air filters in all air blowers at WWTP.
- Sampled for E coli at the designated stream locations per the CSO Long Term Control Plan.
- Vandevanter installed new impellers in pumps #1&2 at Seven Bridges pump station, the cost of this project was approx. \$21,000.
- Conducted SSO reporting training for the crew at Water D & C.
- Regular O & M at WWTP and all pump stations.

Water Plant

- Pumped a total of 29,462,755 gals of water to town for the month. A daily average of 982,092 gals per day
- Performed 3,521 lab tests on the water through out the treatment process to ensure quality.
- Collected 16 bacteria samples, 1 set of TOC samples and 1 fluoride sample and sent to the State lab for analysis.
- Performed monthly preventative maintenance on the Total Chlorine analyzer and Free Chlorine analyzer.
- Performed corrective maintenance on lime and alum feed systems.
- Removed tree on south end of town for the installation of a pole for the 6th gateway for meter readings.
- Collected 8 samples around the lake 6 samples around town for in house analysis.
- Upgraded electric in the raw water pumphouse and replaced outdated lighting in the secondary basin.

Water Quality Coordinator

- Accepted 1018.5 lbs hazardous waste into the Household Hazardous Waste Facility
- Stabilized and disposed of 265.25 lbs non-reusable materials
- Distributed 410.2 lbs of recycled material to Moberly residents for reuse
- Managed Open Household Hazardous Waste Day on April 10th
- Contacted Heritage Recycling to schedule pickup
- Met with Chris Long and replaced ventilation fan at Household Hazardous Waste Facility

- Wrote and published article about rain barrels
- Performed water quality monitoring of Rothwell Lake and Waterworks Lake
- Assisted the MessBusters of Moberly in trash cleanup
- Performed Land Disturbance Inspections for all Land Disturbance sites
- Responded to complaint forms about stormwater issues
- Attended Introductory level water quality monitoring field training with DOC
- Attended webinars about macroinvertebrate identification
- Submitted updated SWMP and supporting documents to DNR



MAY REPORT

2021

SOCIAL MEDIA STATS

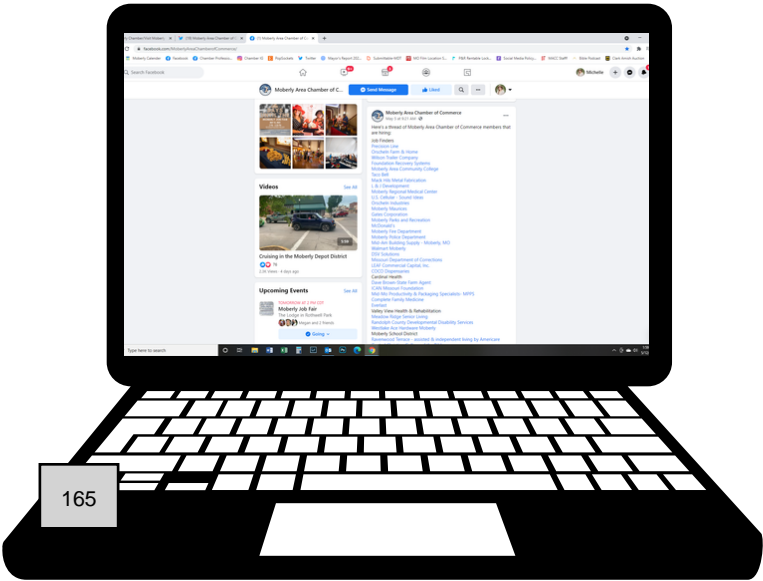
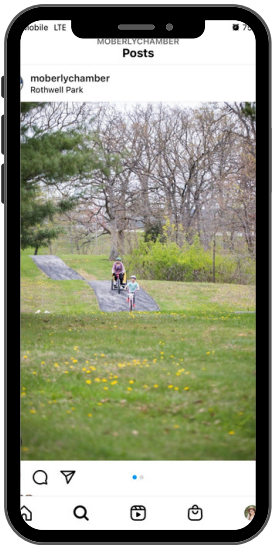
LIKES/FOLLOWS

Month	Facebook	Instagram	Twitter
March	5,098	974	475
April	5,195	976	481
May	5,348	981	484

TOP POSTS FOR MAY

Mother's Day Park Pictures
31 likes

Hiring Posts of Area Businesses
Reached 26,455 people & shared 472 times



PAID MEDIA STATS/ MISSOURI DIVISION OF TOURISM

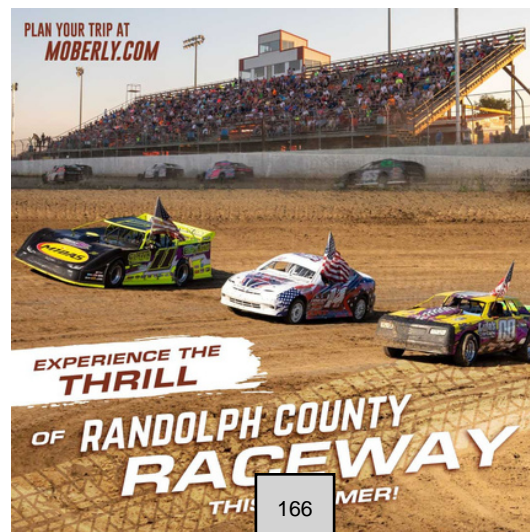
#18.

Shopping Ad (row 1)

History/Walking Tour Ad (row 2)

Randolph County Raceway Ad (row 3)

Medium	Date Ad Ran	Reach	Impressions	Likes	Comments	Shares	Amount Spent
Facebook/Instagram	March 26-April 23	22,457	57,231	154	6	11	\$300
Facebook/Instagram	April 14-May 5	31,325	76,140	185	5	44	\$250
Facebook/Instagram	April 2-May 2	64,007	200,521	549	27	178	\$388



2021 AD SPEND

Media	2019	2020	2021
Digital	\$10,644.12	\$8,530.54	\$1,538
Show me strong digital	0	\$2,989.99	
print	\$800.00	\$1,200.00	\$1,200.00
Radio	0	\$4,998.00	
SEM	\$1,332.93	\$3,465.62	\$1,093.78
Billboard	0	\$2,000.00	
Total:	\$12,777.05	\$23,184.15	\$3,831.78



UNEXPECTED Recreation DESTINATION

Located on the intersection of Highway 24 and Highway 63 Moberly, Missouri's biggest surprise of all are its recreational opportunities. With a population of around 13,000 this small-town has more than 500 acres of parkland, something you won't find in any of town of similar size in the state. Moberly's best kept secret is Rothwell Park, which is 465 acres. Amenities include two lakes, two disc golf courses, the Moberly Aquatic Center, Thompson Campground, the Moberly Mini Train, Howard Hills Athletic Complex, West 43 Wilderness Area, War Memorial and miles of scenic trails. The park encompasses so many activities that make for a fun weekend discovering the outdoors.



Request a **FREE** visitors guide by calling 660-263-6070

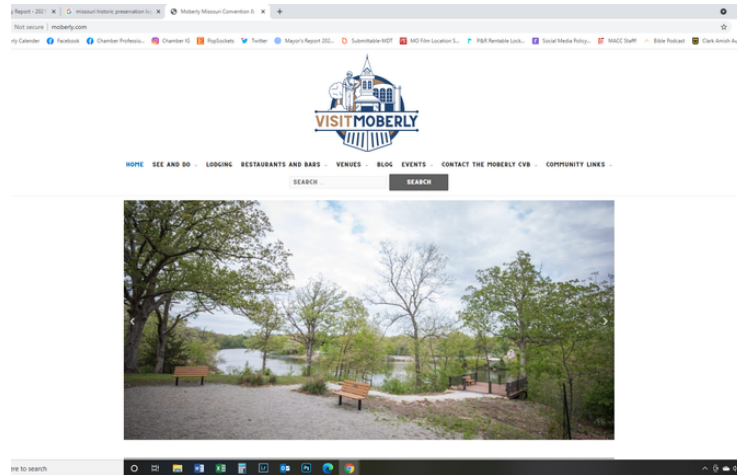
MISSOURI
enjoy the show

- Finalized commercial to run on KOMU - will start on 5/13 and run for several weeks
- Working on running this ad on Hulu or YouTube TV
- Send off print ad in Show-Me-Missouri Magazine (left)
- Laid out FY22 Ad spend (this submission has to be done by the end of the month)

OWNED COMMUNICATION ASSETS

#18.

	Jan	Feb	March	April
Website Views	1,724	1,240	3,462	5,529



- Updated tourism website to reflect 2021 updates/changes.
Worked on troubleshooting on website
- Continued adding 2021 events to the community calendar
- Created graphics, videos and all other social media posts

CAMPGROUND STAYS

	Jan	Feb	March	April
Daily Rentals	22	37	72	120
Monthly Rentals	11	11	11	8
Total:	33	48	83	128

168

ADDITIONAL ITEMS

#18.



- Communicated with partners on additional events & assisting with marketing
- Interview with KOMU about hotels
- Updated area attraction listings on visitmo.com
- Attended MO Historic Preservation presentation & Tourism Commission Tuesday night

PLANNED ACTIVITIES

- Working on meeting with Macon Hotels about overflow
- Created a marketing plan for AirBnbs
- Revise and redistribute the 2018 Tourism Survey electronically to gather updated Tourism Data and determine Tourism growth
- Started on 2022 Marketing plan
- Working on travel plans for Marketing College in Georgia in June
- Continue working on Gus Macker



MONTHLY BILLING

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

City of *Moberly!*

To: Moberly City Council; Brian Crane, City Manager

From: Greg Hodge, Director of Finance *GH*

Subject: Monthly Report – April 2021

General Information

- ✦ Sales and use tax revenues remain well ahead of last year.
- ✦ Business license renewals flooded in throughout April, keeping me very busy. There were many calls with questions concerning renewal rates, terms, and renewal invoices not received. This will tail off rapidly in May.
- ✦ Budget meetings with department heads were held on April 6. A lot of good information was shared during those meetings that will prove helpful in developing the new budget later in April and into May.
- ✦ Matt and I worked with multiple Caselle developers to provide basic data from various portions of the SimpleCity software (our current software platform) so they can begin evaluating it and creating the framework for the large data migrations that will occur as we get further into this migration process. We both spent considerable time converting datafiles that do not convert into Excel spreadsheet format very cleanly. I hope we don't have to repeat these processes when we get to the point of migrating our live data, but we will take things as they come.

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	+7.94%	Parks	+8.58%	Capital Improvement	+8.58%
Transportation	+8.56%	Use Tax	+16.78%	Downtown CID	+3.18%

Employee Health Insurance

Health claims	\$36,876.42	Pharmaceutical claims	\$19,453.11
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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>
\$113,943.92	\$1,161,245.08	\$1,571,565.88	\$410,320.80

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	\$481,687.90
April	\$880,223.00	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28	\$520,587.99
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	\$560,163.71	\$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

April 2021

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

Gregory L. Hodge, City Treasurer

City of Moberly Cash Balance Report - April 2021

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,746,316.48	673,353.17	-	767,428.40	20,833.33	1,631,407.92
102	Non-Resident Lodging Tax	160,467.42	10,050.53	-	15,167.68	-	155,350.27
105	Payroll	537,193.29	25.20	-	(17,006.43)	-	554,224.92
110	Solid Waste	652,299.28	90,639.18	-	80,889.66	-	662,048.80
114	Heritage Hills Golf Course	-	-	10,759.66	10,759.66	-	-
115	Parks and Recreation	16,454.34	46,432.98	91,677.99	137,375.97	-	17,189.34
116	Park Sales Tax	908,971.04	101,935.73	-	-	102,437.65	908,469.12
120	Airport	(84,039.93)	8,655.61	-	82,492.31	-	(157,876.63)
125	Perpetual Care Cemetery Sales	26,061.23	500.00	-	-	-	26,561.23
126	Perpetual Care Cemetery Investment	474,275.77	23.47	-	-	-	474,299.24
137	Use Tax Trust	248,783.77	11.67	-	-	-	248,795.44
140	Veterans Memorial Flag Project	44,983.69	502.11	-	960.65	-	44,525.15
141	Community Betterment	3,612.59	-	-	-	-	3,612.59
300	Utilities Collection	-	454,024.69	146,214.80	31,659.30	568,580.19	-
301	Utilities Operation and Maintenance	59,854.43	-	452,602.61	452,602.61	-	59,854.43
302	Utilities Replacement	649,163.58	-	4,125.00	-	-	653,288.58
303	Utilities Operating Reserve	1,581,924.22	107.48	-	8,443.08	146,214.80	1,427,373.82
306	Utilities Consumer Security	209,080.13	-	-	600.00	-	208,480.13
307	Sugar Creek Lake Fund	59,127.39	2.77	-	-	-	59,130.16
314	Route JJ Sewer Extension Fund	(33,784.34)	-	-	11,819.74	-	(45,604.08)
350	EDA Grant Projects Fund	(7,321.25)	-	-	28,958.75	-	(36,280.00)
377	2004B SRF Bonds Debt Service	1,114,152.69	52.27	43,150.05	40,691.07	-	1,116,663.94
378	2006A SRF Bonds Debt Service	1,625,263.18	76.25	36,862.81	27,567.47	-	1,634,634.77
379	2004C Bond Debt Service	91,931.21	4.32	29,710.00	26,550.18	-	95,095.35
380	2008A Bonds Debt Service	66,228.14	3.11	15,133.02	-	-	81,364.27
381	ESP Projects Debt Service	135,173.64	6.34	31,839.72	135,340.85	-	31,678.85
Escrow		1,017,859.66	-	-	-	-	1,017,859.66

City of Moberly Cash Balance Report - April 2021

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
Total CWWSS (funds 300-381 + escrow)		6,568,652.68	454,277.23	759,638.01	764,233.05	714,794.99	6,303,539.88
304	Capital Improvement Trust	302,807.90	90,945.45	-	43,827.45	58,287.46	291,638.44
400	911 Emergency Telephone	137,843.71	93,458.40	20,833.33	34,950.44	-	217,185.00
406	Inmate Security Fund	13,845.29	76.65	-	-	-	13,921.94
408	Police Forfeiture Fund	4,320.59	-	-	-	-	4,320.59
600	Transportation Trust	1,428,644.34	124,552.67	-	35,435.60	-	1,517,761.41
601	Street Improvement	592,069.71	25,376.36	-	72,551.01	-	544,895.06
900	MODAG Grant/Loan	21,795.46	1.02	-	-	-	21,796.48
901	Misc. Project Residuals	150,085.92	7.04	-	-	-	150,092.96
903	Ameren MO Solar Rebates	362,670.00	-	-	-	-	362,670.00
904	Hometown Strong Fund	290,000.00	-	-	-	-	290,000.00
905	Retail Consulting Fund	11,628.49	0.54	-	-	-	11,629.03
908	Railcar Preservation Fund	587.52	0.03	-	-	-	587.55
909	Lucille Manor CDBG Reimbursement	224,645.38	10.54	-	-	-	224,655.92
911	Downtown CID Sales Tax	34,114.86	6,767.84	-	245.73	-	40,636.97
912	Downtown CID Property Tax	352,130.12	5,139.64	-	6,709.85	879.40	349,680.51
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	21,485.74	-	14,323.84	-	-	35,809.58
995	Health Trust	481,687.90	140,283.24	-	101,383.15	-	520,587.99
995	Investments	-	-	-	-	-	-
Total Health Trust		481,687.90	140,283.24	-	101,383.15	-	520,587.99
Total Cash		17,434,394.58	1,873,026.30	897,232.83	2,137,404.18	897,232.83	17,170,016.70
Less Escrow Accounts		(1,016,643.73)	-	-	-	-	(1,016,643.73)
Less Investments		-	-	-	-	-	-
Net Cash per Bank Cash Report		16,417,750.85	1,873,026.30	897,232.83	2,137,404.18	897,232.83	16,153,372.97

City of Moberly Budget Comparison Report - April 2021

#18.

		Percentage of Year Completed								83.33%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	673,353.17	7,289,014.40	7,971,000.94	91.44%	812,376.54	6,786,020.20	7,971,000.94	85.13%	
102	Non-Resident Lodging Tax	10,050.53	82,299.67	93,800.00	87.74%	15,167.68	82,248.61	93,800.00	87.69%	
105	Payroll	25.20	328.50	0.00	0.00%	-15,608.03	-10,990.78	0.00	0.00%	
110	Solid Waste	90,639.18	906,253.30	1,075,500.00	84.26%	81,184.40	841,584.75	1,053,050.25	79.92%	
114	Heritage Hills Golf Course	10,759.66	316,912.25	245,000.00	129.35%	10,759.66	316,912.25	245,000.00	129.35%	
115	Parks and Recreation	138,110.97	1,376,010.06	1,849,358.68	74.40%	138,110.97	1,376,010.06	1,849,358.68	74.40%	
116	Park Sales Tax	101,935.73	1,252,252.07	1,235,750.00	101.34%	102,437.65	853,330.97	1,232,058.68	69.26%	
120	Airport	8,655.61	590,998.46	6,718,363.61	8.80%	82,492.31	590,979.63	6,718,363.61	8.80%	
125	Perpetual Care Cemetery Sales	500.00	19,500.00	20,000.00	97.50%	0.00	0.00	20,000.00	0.00%	
126	Perpetual Care Cemetery Investment	23.47	299.24	24,750.00	1.21%	0.00	0.00	4,750.00	0.00%	
140	Veterans Memorial Flag Project	502.11	6,655.69	3,450.00	192.92%	960.65	2,147.15	2,500.00	85.89%	
300	Utilities Collection	600,239.49	5,156,591.47	5,901,662.80	87.38%	602,936.78	5,158,982.92	5,901,662.80	87.42%	
301	Utilities Operation and Maintenance	452,602.61	3,002,866.85	4,314,196.79	69.60%	452,602.61	3,002,866.85	4,314,196.79	69.60%	
302	Utilities Replacement	4,125.00	41,250.00	49,000.00	84.18%	0.00	44,379.00	0.00	0.00%	
303	Utilities Operating Reserve	107.48	793,957.43	269,817.91	294.26%	154,657.88	525,694.66	174,206.14	301.77%	
304	Capital Improvement Trust	90,945.45	1,066,878.87	1,140,750.00	93.52%	102,114.91	1,889,331.90	1,942,141.24	97.28%	
307	Sugar Creek Lake Fund	2.77	1,942.98	1,400.00	138.78%		0.00	0.00	0.00%	
314	Route JJ Sewer Extension Fund	0.00	0.00	318,069.33	0.00%	11,819.74	45,604.08	0.00	0.00%	
350	EDA Grant Projects Fund	0.00	0.00	0.00	0.00%	28,958.75	36,280.00	0.00	0.00%	
377	2004B SRF Bonds Debt Service	43,202.32	432,166.58	528,800.60	81.73%	40,691.07	389,307.43	471,818.75	82.51%	
378	2006A SRF Bonds Debt Service	36,939.06	369,591.15	457,353.72	80.81%	27,567.47	286,926.86	403,412.50	71.12%	
379	2004C Bond Debt Service	29,714.32	297,150.84	357,070.00	83.22%	26,550.18	273,114.77	325,200.00	83.98%	
380	2008A Bonds Debt Service	15,136.13	151,366.58	182,146.24	83.10%	0.00	121,130.41	165,769.30	73.07%	
381	ESP Projects Debt Service	31,846.06	337,062.34	0.00	0.00%	135,340.85	301,726.68	0.00	0.00%	
400	911 Emergency Telephone	114,291.73	603,124.34	582,050.00	103.62%	34,950.44	406,283.24	566,908.93	71.67%	
406	Inmate Security Fund	76.65	566.76	1,300.00	43.60%	0.00	0.00	0.00	0.00%	
600	Transportation Trust	124,552.67	3,243,213.93	2,462,350.00	131.71%	35,435.60	3,258,939.98	2,969,600.00	109.74%	
601	Street Improvement	25,376.36	564,690.89	390,000.00	144.79%	72,551.01	654,559.73	605,850.00	108.04%	

City of Moberly Budget Comparison Report - April 2021

#18.

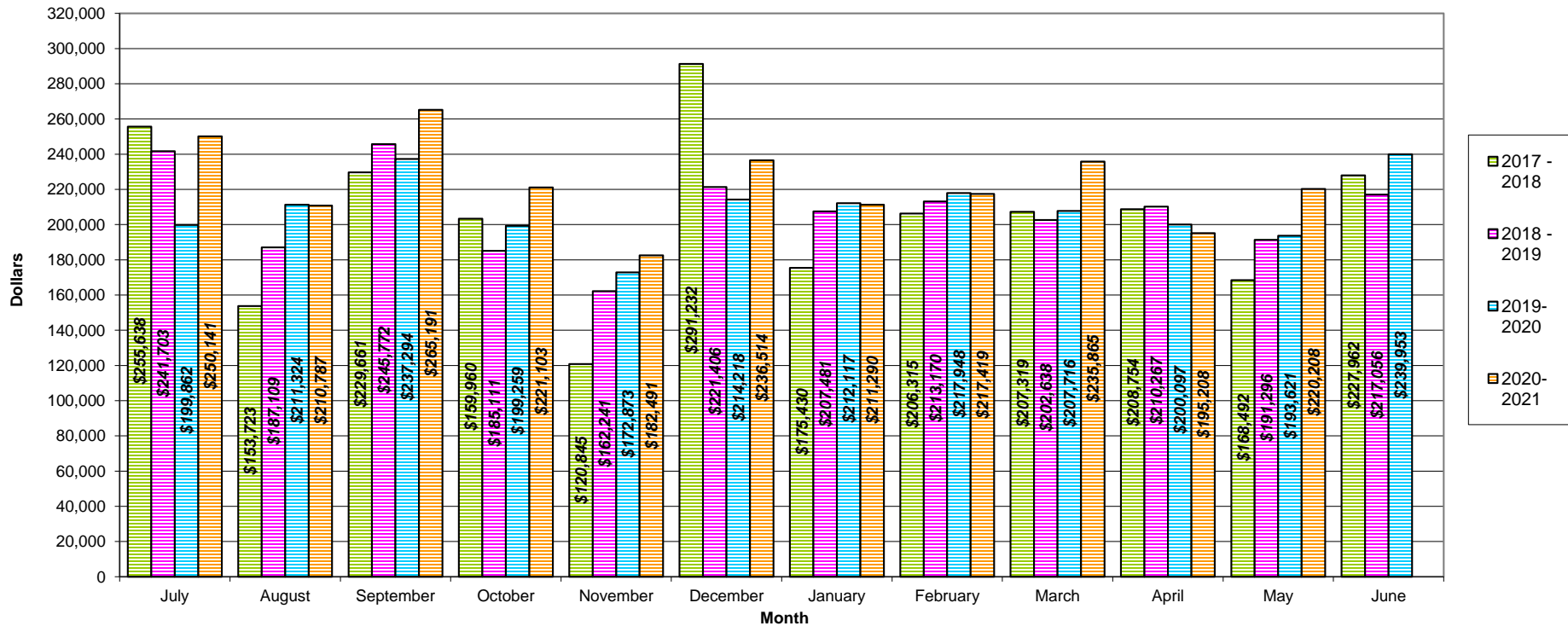
		Percentage of Year Completed								83.33%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
903	Ameren MO Solar Rebates	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
904	Hometown Strong Fund	0.00	290,000.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
905	Retail Consulting Fund	0.54	5,006.46	0.00	0.00%	0.00	0.00	0.00	0.00%	
908	Railcar Preservation Fund	0.03	0.36	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	10.54	17,250.19	24,825.20	69.49%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	6,767.84	48,318.53	56,500.00	85.52%	245.73	35,868.28	56,000.00	64.05%	
912	Downtown CID Property Tax	5,139.64	219,705.36	271,000.00	81.07%	7,589.25	84,400.15	269,500.00	31.32%	
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	100,266.88	0.00	0.00%	0.00	64,457.30	0.00	0.00%	
995	Health Trust	140,283.24	1,512,414.53	0.00	0.00%	101,383.15	1,352,639.13	0.00	0.00%	
TOTALS		2,770,239.40	31,795,906.96	36,545,265.82	87.00%	3,063,277.25	28,770,736.21	37,356,148.61	77.02%	

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

#18.

	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%	10.23%	\$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%	8.62%	\$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%	10.84%	\$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%	9.04%	\$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%	7.46%	\$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%	9.67%	\$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%	8.64%	\$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%	8.89%	\$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%	9.64%	\$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%	7.98%	\$195,208	-2.44%	7.40%
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%	9.00%	\$220,208	13.73%	7.94%
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%	\$2,446,216		

Annual Comparison by Month

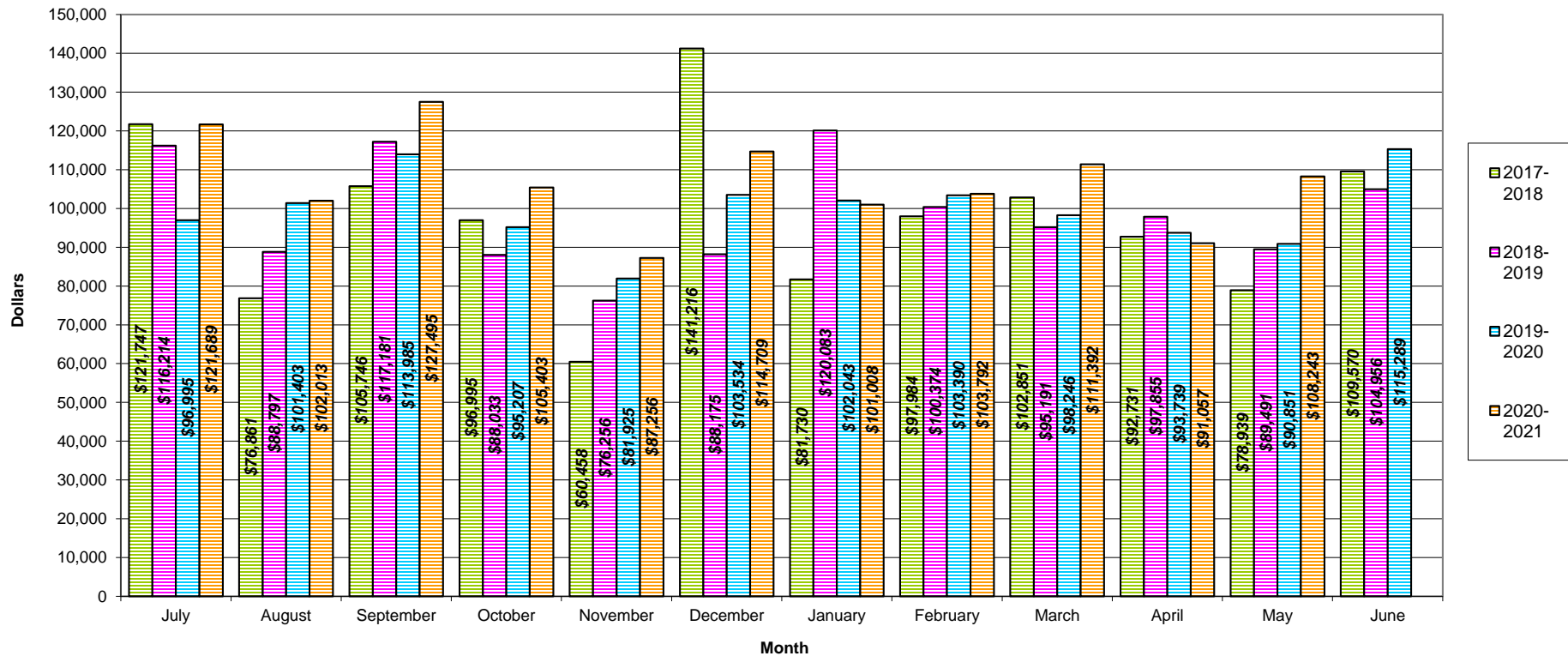


City of Moberly
One-Half Percent (1/2%) Parks Fund Sales Tax Analysis

#18.

	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%	10.36%	\$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%	8.69%	\$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%	10.86%	\$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%	8.98%	\$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%	7.43%	\$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%	9.77%	\$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%	8.60%	\$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%	8.84%	\$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%	9.49%	\$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%	7.76%	\$91,057	-2.86%	7.61%
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%	9.22%	\$108,243	19.14%	8.58%
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%	\$1,174,058		

Annual Comparison by Month

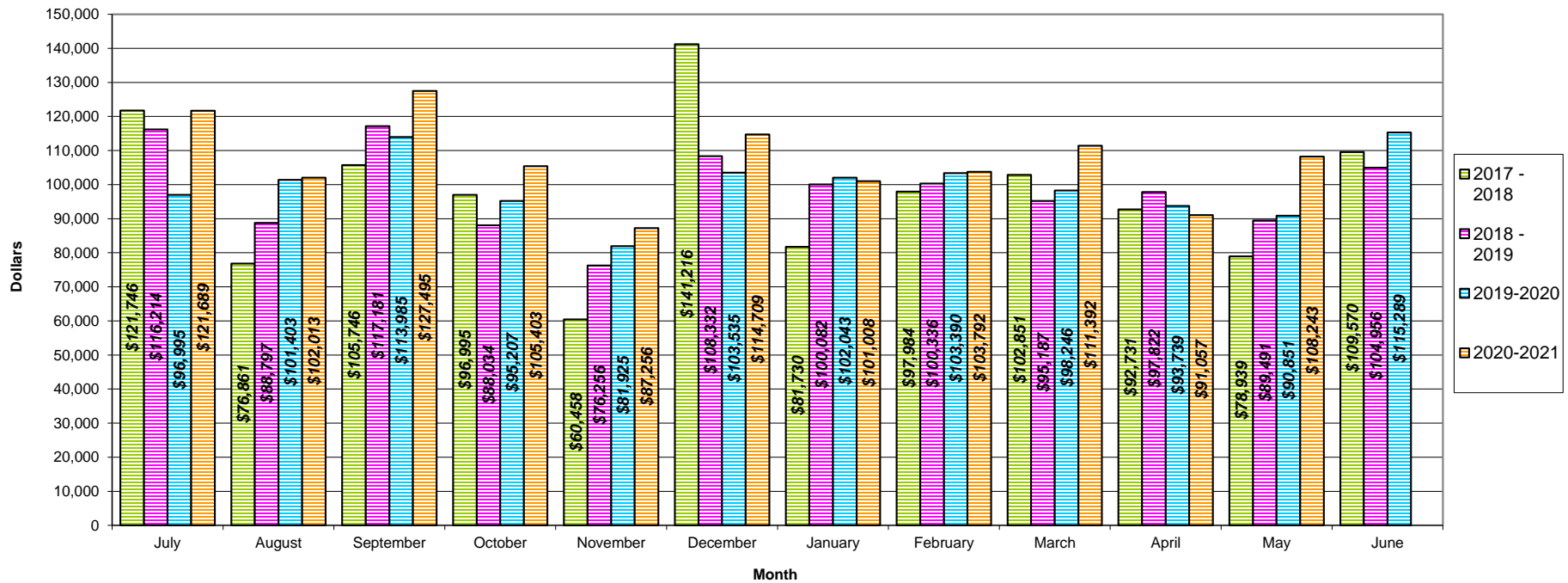


City of Moberly
One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis

#18.

	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%	10.36%	\$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%	8.69%	\$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%	10.86%	\$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%	8.98%	\$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%	7.43%	\$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%	9.77%	\$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%	8.60%	\$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%	8.84%	\$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%	9.49%	\$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%	7.76%	\$91,057	-2.86%	7.61%
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%	9.22%	\$108,243	19.14%	8.58%
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%	\$1,174,058		

Annual Comparison by Month

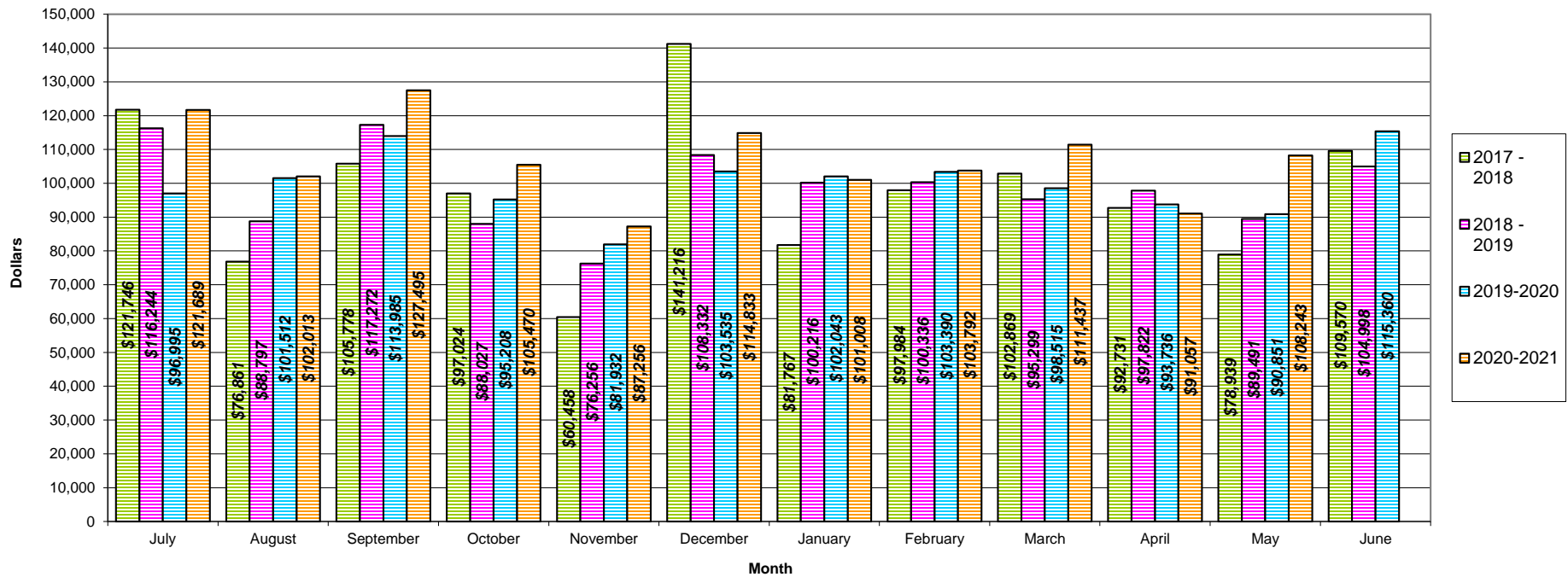


City of Moberly
One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis

#18.

	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%	10.36%	\$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%	8.69%	\$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%	10.86%	\$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%	8.98%	\$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%	7.43%	\$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%	9.78%	\$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%	8.60%	\$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%	8.84%	\$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%	9.49%	\$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%	7.75%	\$91,057	-2.86%	7.59%
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%	9.22%	\$108,243	19.14%	8.56%
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%	\$1,174,293		

Annual Comparison by Month

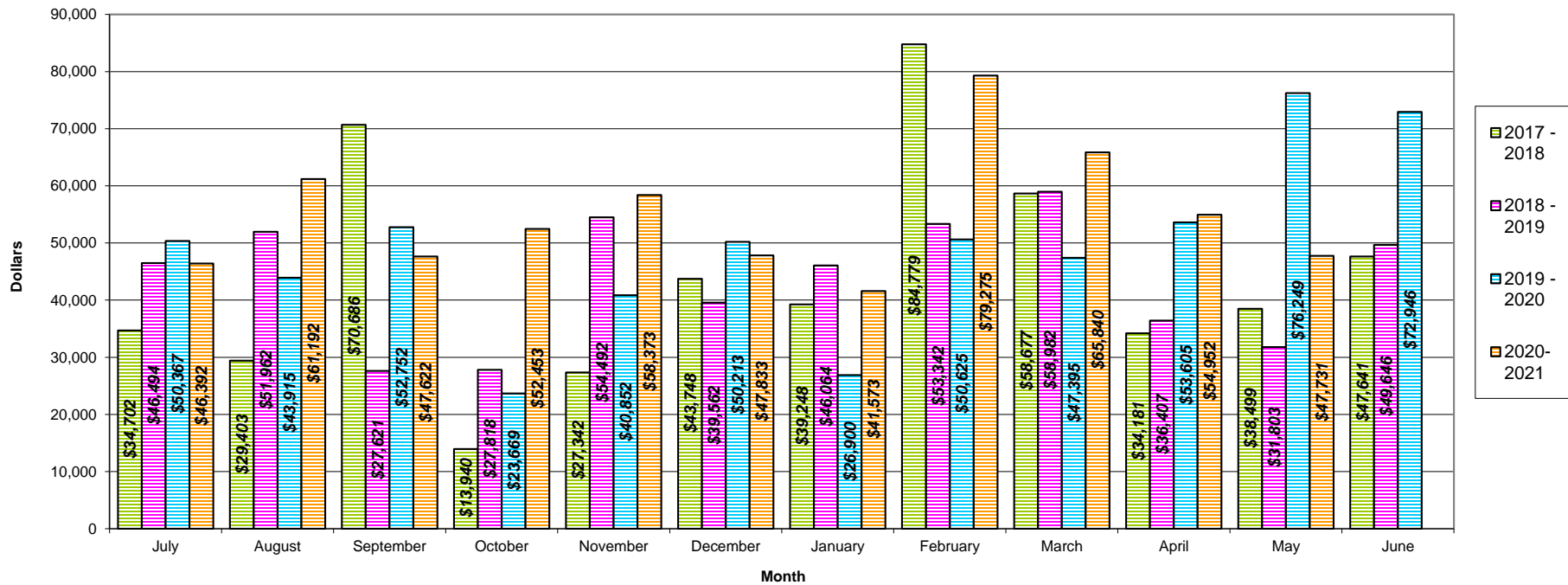


City of Moberly
Two & One-Half Percent (2-1/2%) Use Tax Analysis

#18.

	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%	7.69%	\$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%	10.14%	\$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%	7.89%	\$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%	8.70%	\$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%	9.68%	\$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%	7.93%	\$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%	6.89%	\$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%	13.14%	\$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%	10.91%	\$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%	9.11%	\$54,952	2.51%	26.17%
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%	7.91%	\$47,731	-37.40%	16.78%
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%	\$603,236		

Annual Comparison by Month

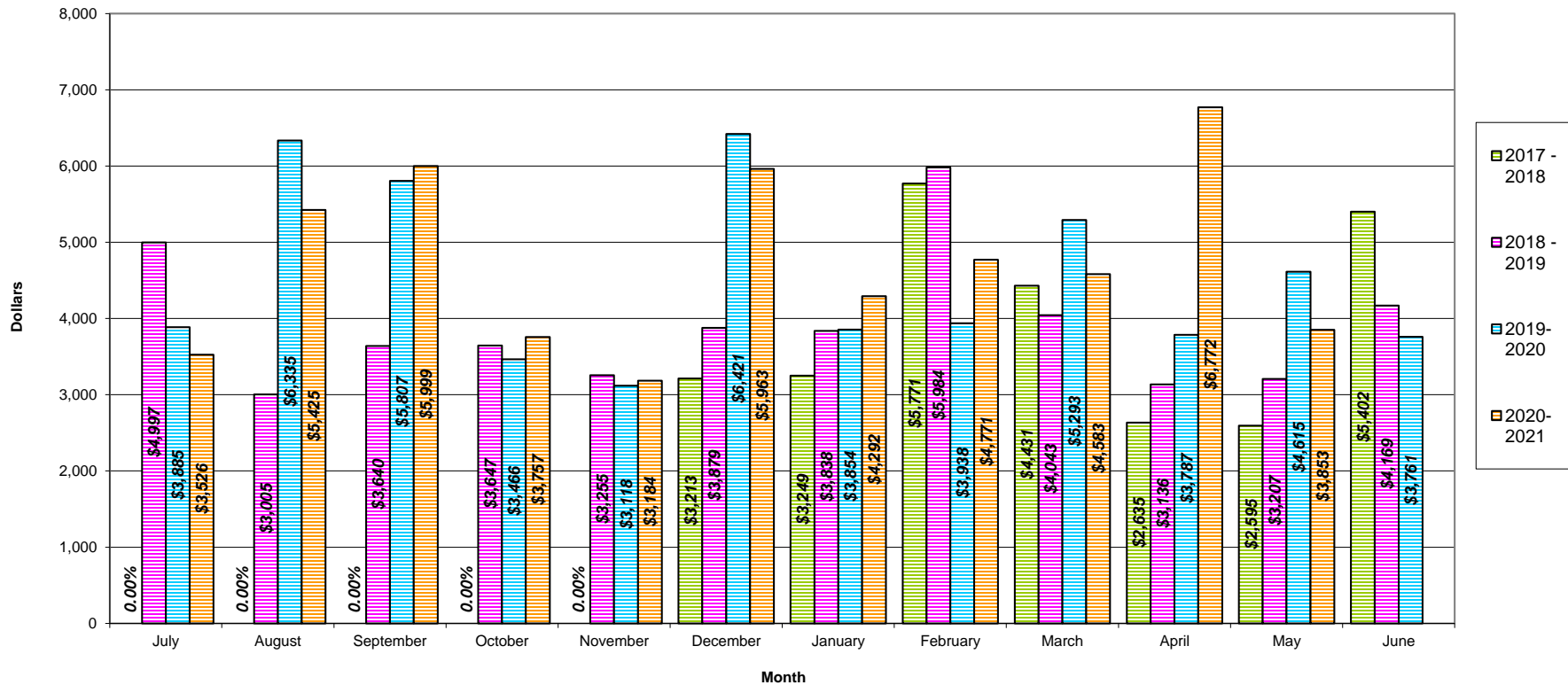


City of Moberly
One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis

#18.

	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%	6.77%	\$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%	10.41%	\$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%	11.51%	\$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%	7.21%	\$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%	6.11%	\$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%	11.44%	\$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%	8.23%	\$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%	9.15%	\$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%	8.79%	\$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%	12.99%	\$6,772	78.83%	5.15%
May	9.51%	\$2,595	NA	NA	6.85%	\$3,207	23.58%	10.02%	8.50%	\$4,615	43.88%	18.50%	7.39%	\$3,853	-16.50%	3.18%
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%	\$52,124		

Annual Comparison by Month



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

<u>Income</u>	<u>July 2020 - April 2021</u>	<u>July 2019 - April 2020</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	9,537.00	8,705.79	831.21	9.55%
4901 Interest Income	210.41	13,239.04	(13,028.63)	-98.41%
4950 Employer Contributions	1,161,245.08	1,137,656.81	23,588.27	2.07%
4951 Employee Contributions	234,660.22	183,209.43	51,450.79	28.08%
4952 Employee Cobra Payments	9,243.53	7,305.59	1,937.94	26.53%
4953 Reinsurance Refunds	93,475.29	142,203.30	(48,728.01)	-34.27%
4954 Employee Buy-up Premiums	<u>4,043.00</u>	<u>0.00</u>	<u>4,043.00</u>	<u>0.00%</u>
Total Income	1,512,414.53	1,492,319.96	20,094.57	1.35%
 <u>Expenditures</u>				
5406 Contracted Services	1,050.00	1,240.00	(190.00)	-15.32%
5806 Miscellaneous	3,000.00	0.00	3,000.00	100.00%
5817 Bank Fees	789.08	622.94	166.14	26.67%
5850 Health Claims Paid	675,132.19	1,072,586.06	(397,453.87)	-37.06%
5851 Pharmaceuticals	253,628.89	274,802.53	(21,173.64)	-7.71%
5852 Reinsurance Premiums	294,208.01	271,076.12	23,131.89	8.53%
5853 Life Insurance Premiums	20,504.41	24,812.44	(4,308.03)	-17.36%
5854 Medical Claims Admin Fees	35,556.38	16,362.33	19,194.05	117.31%
5855 Dental Claims Admin Fees	4,351.75	4,017.00	334.75	8.33%
5857 Dental Claims Paid	64,278.42	60,090.30	4,188.12	6.97%
5858 HSA Account Fees	<u>140.00</u>	<u>0.00</u>	<u>140.00</u>	<u>100.00%</u>
Total Expenditures	<u>1,352,639.13</u>	<u>1,725,609.72</u>	<u>(372,970.59)</u>	<u>-21.61%</u>
 Net Income (Loss)	 <u>159,775.40</u>	 <u>(233,289.76)</u>	 <u>393,065.16</u>	 <u>-168.49%</u>

City of Moberly Health Plan Trust
Comparative Balance Sheet
April 30, 2021

<u>ASSETS</u>	<u>April 30, 2021</u>	<u>April 30, 2020</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>520,587.99</u>	<u>278,933.28</u>	<u>241,654.71</u>	<u>86.64%</u>
Total Current Assets	<u>520,587.99</u>	<u>278,933.28</u>	<u>241,654.71</u>	<u>86.64%</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>520,587.99</u>	<u>278,933.28</u>	<u>241,654.71</u>	<u>86.64%</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>159,775.40</u>	<u>(233,289.76)</u>	<u>393,065.16</u>	<u>-168.49%</u>
Total Equity	<u>520,587.99</u>	<u>278,933.28</u>	<u>241,654.71</u>	<u>86.64%</u>
TOTAL LIABILITIES & EQUITY	<u>520,587.99</u>	<u>278,933.28</u>	<u>241,654.71</u>	<u>86.64%</u>

MAEDC Economic Development Report

April 18, 2021 – May 15, 2021

Goals from Last Month

- *(In process, meetings will be held May 17 and 24)* Host meetings in Randolph and Monroe Counties to complete the MTRCOG contract related to COVID-19 impacts.
- *(Complete)* Continue BRE visits and discussions.
- *(Complete)* Host site visit with downtown hospitality group.
- *(Complete)* Finalize new option to purchase with Project Green Thumb.
- *(Complete, May 11)* Schedule Work Ready Communities announcement in Howard County.
- *(In process, held consultation and awaiting estimates)* Approve new technology capital improvement plan proposed by Fusion Technologies.

Business Growth

- Met with a New Franklin business about its needs to expand. Planning to grow their operation and increase employment.
- Held Joint Board meeting to approve a new option agreement for Project Green Thumb. New option will extend the project through Fall 2021. Held a status update call with Project Green Thumb. Discussed the company's setbacks with material prices and supply chain. Financing has been slowed due to both factors.
- Met with a downtown prospect about a potential new location for their hospitality business. Prospect was interested in Moberly due to proximity to other operations and growth potential of the Depot District.
- Met with a downtown building owner about development potential and usages for their downtown building. Owner had several potential concepts in mind and sought MAEDC's guidance as they look toward renovating the building.
- Hosted a site visit with a downtown hospitality prospect. Prospect enjoyed the space and saw great potential in the opportunity. Prospect is preparing a proforma on the opportunity to share with MAEDC.
- Received an inquiry from a neighboring economic developer about one of their companies needing a custom fabrication partnership and wondered what might exist in Moberly. Referred them to a local fabricator and received positive responses from both companies.
- Held a conference call with the consultant hired for Project Glasgow. Discussed possible incentives for the project and learned more about the opportunity. Held initial consult call with counsel for EEZ project.

Business and Community Partnership

- Continued BRE visits throughout MAEDC area.

- Participated in Moberly Downtown CID meeting.
- Continued efforts to determine the Missouri Department of Corrections willingness to partner offenders with private business employment needs.
- Continued to share Moberly Downtown CID Private Property Improvement Incentive Program with various downtown businesses. Continued to inform businesses of the likely changes to the program as well as the closure of the upcoming funding round. Received and processed multiple PPI applications.
- Prepared support letters from local leaders to promote a USDA grant application for Moberly Natural Crush. MNC was applying for \$250,000 producer's grant opportunity.
- Discussed water line upgrades with Aaron Miller, Precision Line, and Mary West-Calcano, City of Moberly.
- Continued ongoing discussions relating to City of Fayette residential development. Toured potential residential development sites in the City of Glasgow.
- Assisted Luke Dietterle, Mid-Mo Regional Planning Commission, with an amendment to the City of Fayette Revitalization RFP
- Spoke with a downtown business owner about questions related to the CID and how best to utilize it moving forward. Business owner was thankful for the conversation and appreciated the time we dedicated to answering his questions.
- Several conversations with Missouri Partnership and Swift Prepared foods about the upcoming public announcement of the project.
- Held the Howard County Work Ready Community Announcement featuring Governor Mike Parson and Missouri Director of Workforce Development Dr. Mardy Leathers.
- Assisted the Moberly Area Chamber of Commerce with the Moberly Job Fair.
- Fielded questions from Moberly School District about cooperation agreement with Project Enterprise.

Regional Engagement

- Met with Mark Twain Regional Council of Governments staff Cindy Hultz and Anna Gill regarding COVID-19 response assessment. Discussed goals and limitations of the project and plan moving forward.
- Met with Engineering, Survey and Services from Columbia, MO. Company is interested in applying for the Fayette master plan grant and doing more business in the MAEDC area. Discussed the service offerings and potential collaboration.
- Met with a Community Venture Network company about the potential to bring his service to Northeast Missouri. Their company has a software service that assists non-profits with web fundraising campaigns.
- Hosted the final NMDP logo committee meeting to finalize 4 design options.
- Participated in the planning for a regional manufacturing roundtable for NMDP.

Internal Development and Marketing

- Held several meetings with Ameren and City of Moberly regarding easement requests for Moberly Area Industrial Park. Easement is needed for service to Project Emerald and Project Green Thumb.
- Prepared marketing announcement for the upcoming May COVID-19 Impact Assessment Open Houses in the Counties of Monroe & Randolph.
- Held zoom meeting with Conway about the Missouri feature for site selection magazine. Reserved advertising in this important publication.
- Hosted JB Waggoner for a presentation to the Moberly Rotary Club.

Goals for Next Month

1. Continue BRE visits
2. Launch revamped PPI program for Moberly Downtown CID
3. Give feedback on downtown hospitality prospect's proforma.
4. Prepare report for MTRCOG on COVID-19 assessment.
5. Continue to progress residential development opportunities in Howard County.
6. Reform EEZ board in Howard County and begin the process of evaluating two projects for incentives.
7. Examine proposals for Fayette master plan RFP.

#18.



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City of Moberly

City Council Agenda Summary

Agenda Number: #19.
 Department: City Clerk
 Date: May 17, 2021

Agenda Item: Consideration for approval of Renewal Liquor Applications.

Summary: **B&B Theatres Moberly Five & Drive**, 3000 North Morley Street, Moberly, MO, submitted by Robert Bagby.

Case 'N' Keg, 1802 South Morley Street, Moberly, MO, submitted by Angela Taylor.

FL59 Moberly, 600 E Highway 24, Moberly, MO submitted by Mark T. Baker.

Aldi Inc. #82, 400 Highway 24 East, Moberly, MO submitted by Rob Jeffries.

Break Time #3071, 1210 Highway 24 East, Moberly, MO, submitted by Jennifer Bach.

Break Time # 3163, 1751 Urbandale Drive, Moberly, MO, submitted by Jennifer Bach.

Casey's General Store # 1121, 1222 Hurley Street, Moberly, MO, submitted by Henry Downen III.

Casey's General Store # 2003, 326 South Morley Street, Moberly, MO, submitted by Henry Downen III.

Coates Street Corner Grill, 320 West Coates Street, Moberly, MO, submitted by Brande M. Blackwell.

VFW Post 2654, 1347 South Morley Street, Moberly, MO, submitted by Chris Wertz.

Recommended

Action: Please approve these applications.

ATTACHMENTS:		Role Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input 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