

**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
August 15, 2022
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval Of Minutes.

Recognition of Visitors

Communications, Requests, Informational Items

2. A Request From VFW To Hold Their Annual Veterans Day Parade on November 13, 2022.

Public Hearing and Receipt of Bids

3. Receipt Of Bids For “Tannehill Water Line Construction” For Public Utilities.
4. Receipt of bids for Information Technology Administrator services.
5. Receipt Of Bids For Lease-Purchase Financing For A 2022 International HV507 Tandem Axle And A 2022 International HV507 Single Axle Dump Truck.
6. Receipt Of Bids For Lease-Purchase Financing For A Solar Pavilion Located At Rothwell Park.

Consent Agenda

7. A Resolution Accepting The Bid Of And Authorizing The City Manager To Enter Into An Agreement With Willis Brothers, Inc For The Tannehill Water Line Construction Project.
8. A Resolution Approving A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W Reed Street And Authorizing The City Manager To Execute The Lease.
9. A Resolution Authorizing the City Manager of Moberly, Missouri to Execute An Agreement with Fusion Technology, LLC To Provide Information Technology Administrative Services.
10. A Resolution Of The Moberly City Council Approving A Governmental Equipment Lease Purchase Agreement With Central Bank Of Moberly.
11. A Resolution Of The Moberly City Council Of The State Of Missouri Authorizing The Execution And Delivery Of A Municipal Lease Agreement (County Bank Bank Lease) And Other Documents And Agreements In Connection Therewith.
12. A Resolution Authorizing The City Manager To Enter Into A Bill Payment Services And Kiosk Purchase Contract with U.S. Payment, LLC.

Ordinances & Resolutions

13. An Ordinance Establishing The Tax Levy For The City Of Moberly, Missouri For The Year 2022.
14. An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application And Preliminary Development Plan Application Of Knox And Haynes Properties, LLC For Property Located In The 300 Block Of Terrill Road.

- [15.](#) An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Charles Johnston For Property Located At 801 Myra Street.
- [16.](#) An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application And Preliminary Development Plan Application Of JAD Properties For Property Located On North Buchanan And 807 West Highway 24.
- [17.](#) An Ordinance Establishing The Annual Tax For The Imposition Of A 9-1-1 Tax For The Emergency Telephone Services Heretofore Imposed By Ordinance No. 6948 Passed And Adopted May 2, 1994.
- [18.](#) An Ordinance Amending Section 46-140 To Prohibit Use Of Shipping Containers As Private Storage Buildings In Residential Districts.
- [19.](#) A Resolution Authorizing And Accepting A Third Change Order To the Energy Performance Contract With Energy Solutions Professionals, LLC., For Pavilion Construction And Solar Arrays.
- [20.](#) A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

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

Anything Else to Come Before the Council

22. Consideration Of A Motion To Move The September 5, 2022, Council Meeting To September 6, 2022.
23. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Negotiated Contract. (Closed Statute 610.021) (12)

Adjournment

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

August 1, 2022
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, Austin Kyser, and Brandon Lucas. Absent: John Kimmons.

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

A motion was made by Brubaker and seconded by Kyser to approve the minutes of July 18, July 25, and July 28, 2022, Council meetings as presented. Ayes: Jeffrey, Brubaker, Kyser and Lucas. Nays: none. Absent: Kimmons.

Melissa Stradt with the Missouri City Clerks and Finance Officers Association (MOCCFOA) was present and presented City Clerk, Shannon Hance, with a certificate honoring her recent Missouri Registered City Clerk certification in June.

The Council honored Oscar and Ruby Williams for their years of service in the foster care system.

The Mayor presented a Proclamation of Recognition to community members for the work that they did during the recent Mendon Train Derailment.

Kyser introduced **"A RESOLUTION ACCEPTING THE BID OF COUNTY BANK FOR REFINANCING OF A 2022 ROSENBAUER FIRE PUMPER TRUCK"** and made a motion for it to be read. Lucas seconded the motion. Ayes: Jeffrey, Brubaker, Kyser and Lucas. Nays: none. Absent: Kimmons. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Lucas and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Kyser and Lucas. Nays: none. Abstain: Brubaker. Absent: Kimmons.

Brubaker introduced **"A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MOBERLY, MISSOURI AND BRIAN CRANE AND AUTHORIZING THE MAYOR OF MOBERLY TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY"** and made a motion for it to be read. Kyser seconded the motion. Ayes: Jeffrey, Brubaker, Kyser and Lucas. Nays: none. Absent: Kimmons. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kyser and Lucas. Nays: none. Absent: Kimmons.

Lucas introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$904,783.89"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kyser and Lucas. Nays: none. Absent: Kimmons. 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 Lucas to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kyser and Lucas. Nays: none. Absent: Kimmons.

Mayor Jeffrey nominated John Minnis to be appointed to the Tourism Advisory Commission to complete the term of Stacie Hammontree who has retired from the Comfort Inn. John Minnis is the new manager for the Comfort Inn and has expressed interest in finishing her term. A motion was made by Brubaker and seconded by Lucas to appoint John Minnis to the Tourism Advisory Commission. Ayes: Jeffrey, Brubaker, Kyser and Lucas. Nays: none. Absent: Kimmons.

Mayor Jeffrey nominated Melissa Anderson to be appointed to the Board of Adjustment to fill the expired term of Betty Coons. Ms. Coons passed away during her term in 2018 and the appointment has not been filled. A motion was made by Brubaker and seconded by Kyser to appoint Melissa Anderson to the Board of Adjustment. Ayes: Jeffrey, Brubaker, Kyser and Lucas. Nays: none. Absent: Kimmons.

The Tourism Advisory Commission via the Moberly Chamber of Commerce requested proposed funds of \$1,000 toward the Junk Junktion event and \$1,000 funds toward the Gus Macker event, both to help cover advertising costs. A motion was made by Kyser and seconded by Lucas to approve both proposals totaling \$2,000 for these events. Ayes: Jeffrey, Brubaker, Kyser and Lucas. Nays: none. Absent: Kimmons. Mayor Jeffrey thanked the Moberly Chamber of Commerce Director, Megan Schmitt, for quantifying the number of attendees and vendors, as previously requested by the Council, with her requests for funds.

Nancy Copenhaver of 1512 Ridgeline Drive, Moberly, MO, was present and discussed her concerns with Waste Management trash collection and recycling collection. She also requested that the Council research a through road around Route M to the North due to congested traffic.

Mayor Jeffrey presented a certificate of appreciation to Eric Duick with Kwix/Kres Radio Station for six years of service. This was Mr. Duick's last Council Meeting coverage with Kwix/Kres Radio Station.

Members from the news media present were: Eric Duick, KWIX/KRES Radio Station, and Wynona Whitaker, Moberly Monitor Index.

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

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

Work Session

The following was discussed at the work session:

1. A Discussion Regarding The Tannehill Water Line Construction Project For Public Utilities.
2. Receipt Of Bids For "Tannehill Water Line Construction" For Public Utilities.
3. A Discussion Regarding An Agreement For Services Associated With The Utility Bill Payment Kiosk With US Payments.
4. An Ordinance Establishing The Tax Levy For The City Of Moberly, Missouri For The Year 2022.
5. An Application For A Re-Zoning And Minor Subdivision Development Plan Submitted By Knox & Haynes Properties For The Property Located In The 300 Block Of Terrill Rd. This Location Is Currently Zoned B-3 (General Commercial District).
6. An Application For A Re-zoning Submitted By Charles Johnston For The Property Located At And Around 801 Myra Street. This Is Currently Zoned B-3 (General Commercial District).
7. An Application For A Re-Zoning And Minor Subdivision Development Plan Submitted By JAD Properties LLC For The Property Located On North Buchanan And Surrounding 807 W Hwy 24. This Location Is Currently Zoned B-3 (General Commercial District) On The South Side And M-1 (Industrial District) On The North Side).
8. An Application For A Text Amendment Submitted By City Of Moberly For The Text In Section 46-140 (Private Storage Buildings) To Include Additional Provisions On Shipping Containers As Storage Buildings In Residential Districts.
9. A Request From VFW To Hold Their Annual Veterans Day Parade on November 12, 2022.
10. A Resolution Approving A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W Reed Street And Authorizing The City Manager To Execute The Lease.
11. An Ordinance Establishing The Annual Tax For The Imposition Of A 9-1-1 Tax For The Emergency Telephone Services Heretofore Imposed By Ordinance No. 6948 Passed And Adopted May 2, 1994.
12. Receipt Of Bids For Information Technology Administrator Services. **Mr. Lucas stated for the record that he does not agree nor disagree with the consensus to move this item forward and that he would be abstaining from the vote and leaving the Council Chambers during the vote of the Resolution on August 15, 2022.**

13. Receipt Of Bids For Lease-Purchase Financing For A 2022 International HV507 Tandem Axle And A 2022 International HV507 Single Axle Dump Truck.
Mr. Brubaker stated for the record that he would be abstaining from the vote of this Resolution on August 15, 2022.
14. Receipt Of Bids For Lease-Purchase Financing For A Solar Pavilion Located At Rothwell Park.

DRAFT

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: August 15, 2022

Agenda Item: A Request From VFW To Hold Their Annual Veterans Day Parade on November 13, 2022.

Summary: VFW Post 2654 requests permission to hold the 2022 Veterans Day Parade on November 13, 2022. Parade starts at 1:00 pm. Parade line up will be in the 600 block of Adams and west down the seven and eight hundred blocks of W Reed. Parade starts at Adams and Johnson Street, travels east onto W Reed to Clark Street, south on Clark Street and disbands in the 100 block of N Clark Street. VFW expects 84-94 units in the parade and 10-15 volunteers to help. VFW requests law enforcement to lead the parade and provide traffic assistance at intersections. Contact person is VFW Commander Chris Wertz, 660-651-3869.

Recommended Action Approve this request.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

Submit completed form with
any attachments to:
Moberly Police Department
ATTN: Chief of Police

APPLICATION FOR PARADE PERMIT
City of Moberly, Missouri

Date: 7-12-2022

1. Organization/Agency requesting permit: VFW Post 2654
2. Name of Person making Application: Chris Wertz - Commander
 Contact Person: Chris Wertz Phone: 660-651-3864
 Address: 1347 S. Morley St. Moberly, MO 65270
3. Date of Parade: Nov. 13, 2022 Start Time: 1pm
4. Staging Area: Adams street next to Post office then W. Reed-
starting behind post office - west to College Ave.
5. Approximate Number of Units Participating in Parade:

A. Bands <u>30</u>	D. Foot Units <u>6</u>
B. Motorized Units <u>70-80</u>	E. Animal Units <u>unk.</u>
C. Floats <u>Maybe 5</u>	F. Others <u>unk.</u>

Total Number of Units: 84-94
6. Parade Route and ending point: Start at Johnson & Reed St. east
on Reed St. to Clark St. (south-right) on Clark St.
& disband.
7. Will organization or parade participants be dispersing any items during the parade? Yes ☒ No ☐ If yes, what? May give out small flags &/or
Buddy Poppers
8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes ☒ No ☐ If so, how many? 10-15 Hopefully
9. Have read and agree to the rules outlined in the parade permit. Yes ☒ No ☐
10. Signature of Applicant: [Signature]
11. Approved: [Signature] Disapproved
12. By authority of: [Signature] Date 071522
 (Chief of Police)

City of Moberly

City Council Agenda Summary

Agenda Number: #3.
 Department: Public Utilities
 Date: August 1, 2022

Agenda Item: Receipt Of Bids For “Tannehill Water Line Construction” For Public Utilities.

Summary: The Public Utilities Department has received bids for the Tannehill Water Line Construction Project that was approved in the 2022-2023 budget in the capital improvement plan. This project is part of an ongoing water line replacement initiative identified within the Jacobs Water System Model Update of 2018. The quote selected is the \$199,690 from Willis Bros Co. due to bid price and familiarity with Moberly’s system. The original construction cost estimate was \$110,000 with construction cost inflation resulting in bids received ranging from this lowest bid of \$199,690 to the high bid of \$380,870.

Bidder	Price
Ryan Construction Co. LLC	\$380,870
M&M Landscaping & Construction	\$330,175
Flow Meter Construction	\$244,000
Willis Bros, Inc.	\$199,690

Recommended

Action: Accept this bid

Fund Name: Capital Improvement Plan

Account Number: 301.112.5412

Available Budget \$: \$115,000, remainder to be secured from O&M and reserve

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

INVITATION TO BID

Notice is hereby given that the City of Moberly, Missouri, the Owner, will receive sealed Bids in Council Chambers, City Hall, 101 West Reed Street, Moberly, MO 65270 until **11:00 A.M. local time** on the **23^h Day of June, 2022**, at which time Bids will be publicly opened and read aloud for the project, TANNEHILL WATER MAIN, City of Moberly, Missouri.

The work to be done generally consists installing approximately 645 linear feet of 16-inch water main and appurtenances.

A Bid security in the amount of five percent of the Bidder's maximum Bid Price is required.

Bidding Documents will be distributed on behalf of the City by Jacobs Engineering Group, Inc. Please contact Tobin Lichti at 314.422.3336 or tobin.lichti@jacobs.com to request Bidding Documents.

The Owner reserves the right to reject any or all Bids and to waive all informalities not involving price, time or changes in the Work.

CITY OF MOBERLY

Dana Ulmer
Public Utilities Director

Tannehill Water Main

#3.

CITY OF MOBERLY

"BID OPENING"

Sign-In Sheet

Date: 6/30/2022, 11:00 AM

Name

Shannon Hance

Samantha Scott

MARTY MASTERS

Adam Ryan

Noah Barnes

Tom With

Steve Wilson

DANA CUMER

TOBIN LICHT

Company

City of Moberly

Flowmaster Construction, LLC

MMEC

Ryan Construction

Ryan Construction

WILLIS BROS

city of moberly

" " "

JACOBS ENGINEERING

Tannehill Water Main

#3.

CITY OF MOBERLY

"BID OPENING"

Date: 6/30/2022, 11:00 AM

M & M Landscaping & Construction \$ 330,175

Ryan Construction Co. LLC \$ 380,870

Willis Bros. Inc \$ 199,690

Flow Master Construction \$ 244,000

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TANNEHILL WATER MAIN					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	MOBILIZATION	1	LS	18,000 ⁰⁰	18,000 ⁰⁰
2	16" PVC WATER MAIN	605	LF	178 ⁰⁰	107,690 ⁰⁰
3	16" PVC WATER MAIN IN CASING PIPE	40	LF	235 ⁰⁰	9,400 ⁰⁰
4	ASPHALT PVM. REMOVAL & REPLACEMENT	370	LF	105 ⁰⁰	38,850 ⁰⁰
5	CONCRETE PVM. REMOVAL & REPLACEMENT	10	LF	175 ⁰⁰	1,750 ⁰⁰
6	16" GATE VALVE & BOX	2	EA	10,000 ⁰⁰	20,000 ⁰⁰
7	6" GATE VALVE & BOX	1	EA	4,000 ⁰⁰	4,000 ⁰⁰
TOTAL PRICE BASE BID (Use Figures)					199,690 ⁰⁰

Unit prices have been computed in accordance with paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. Unit price definitions are included in the City's Standard Specifications for Water Main Construction, latest edition.

UNIT PRICE SCHEDULE DEFINITIONS

Unless noted below, Unit prices are defined in the City of Moberly's Standard Specifications for Water Main Construction.

1. Item 1. Mobilization: A lump sum payment not to exceed ten (10) percent of the total bid amount that will be made to the contractor with the first monthly progress payment as a reasonable amount to start project
- 6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06.B of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#4.

Department: Finance

Date: August 15, 2022

Agenda Item: Receipt of bids for Information Technology Administrator services.

Summary: The City has utilized Fusion Technology for Information Technology (IT) administration services since 2012 for all facilities except the Police Department. Due to the election of owner Brandon Lucas to the Moberly City Council in April 2022 plus the expiration of the current Fusion contract 9/1/2022, state law requires that these services be placed for bid. The City Attorney recommends that these services be rebid annually while Mr. Lucas remains on the City Council.

Bids for a one-year term of service were advertised in the Moberly Monitor-Index, posted on the City website and Facebook page, and directly solicited from 5 IT firms. 4 proposals were received, and a tabulation of them is attached for your review. Additionally, an analysis of the two lowest bids is presented to bring these two vendors to comparable levels.

Recommended Action: Accept these bids

Fund Name: General Fund.

Account Number: 100.013.5403, Data Processing.

Available Budget : \$38,700

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

City of Moberly - IT Administrator Bids - Annual Cost Basis
7/27/2022 10:00 AM

Bidder	All Facilities Except PD	Data backup	24/7 support	Antivirus	Office 365 & Exchange	Comments
Computerized Business Systems	\$ 50,000	Software no cost, City pays storage cost	Included	Not included	Not included	Software & hardware purchases are cost + sales tax + 8%; City must purchase a disaster recovery server to be stored offsite; Special projects billed at \$80-\$125 per hour; Additional computers above 65 add one-time charge of \$2,500 per 10 units
Fusion Technology	\$ 42,169	Included	Included	Not included	Not included	Emergency backup server hardware is provided at no extra cost; City must provide Fusion opportunity to bid on equipment, software, and services
Marco	\$ 106,800	Included	Included	Not included	Not included	3-year contract required plus \$17,000 onboarding fee first year
Midwest Computech	\$ 52,234	Included, up to 3 TB	Monitor only	Included	Not included	All help desk service requests and on-site service is billed at \$125 per hour.

City of Moberly IT Administration Service Bid Analysis Fusion Technology and Midwest Computech		
<i>Description</i>	<i>Fusion Technology</i>	<i>Midwest Computech</i>
Basic maintenance & administration services (includes monitoring, administration, & maintenance of server, workstations, & all network equipment; server data backup services, no data backup for remote facilities; Office 365 management; firewall administration)	\$ 37,500.00	
BitDefender anti-virus	\$ 2,928.00	
Watchguard MultiFactor Authentication software, 100 users	\$ 1,741.00	
Basic maintenance & administration services (includes monitoring, administration, maintenance, & Sophos antivirus with InterceptX for server & workstations; server data backup services; data backup services for remote facilities; Office 365 management; two-factor authentication for user logins)		\$ 30,720.00
TruCloud firewall & administration		\$ 5,100.00
Onboarding & configuration of services		\$ 1,600.00
Network switch management		\$ 345.00
Wireless access point management		\$ 69.00
Unlimited remote support fee, \$20 per user per month x 60 users		\$ 14,400.00
ANNUAL COST	\$ 42,169.00	\$ 52,234.00

Alternative to unlimited remote support fee

Estimated annual service call hours, 175 @ \$125 per hour		\$ 21,875.00
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City of Moberly

City Council Agenda Summary

Agenda Number: _____

#5.

Department: Finance

Date: August 15, 2022

Agenda Item: Receipt Of Bids For Lease-Purchase Financing For A 2022 International HV507 Tandem Axle And A 2022 International HV507 Single Axle Dump Truck.

Summary: The Public Works Department ordered and took delivery of two International HV507 dump trucks in June of 2022. Bids for a 3-year lease-purchase financing term were solicited on July 15th, 2022.

Replies were received from five banks: Central Bank, Commerce Bank, County Bank, First State Community Bank and Regional Missouri Bank. A tabulation of which is included here. County Bank submitted the low bid of 2.90% for three years. Staff recommends accepting this bid. Annual payments will be made in arrears from the Street Improvement Fund.

Recommended

Action: Accept the bids.

Fund Name: General Fund

Account Number: 601.000.5502, Capital Improvement Plan

Available Budget \$: 134,485.50

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

City of Moberly 2022 International HV507 Tandem Axle & 2022 International HV507 Single Axle Lease-Purchase Financing Bids 3-Year Term (\$322,702 Financed)				
Bidder	Bid	Annual Payment	Other Expenses	Comments
County Bank	2.90%	\$ 113,871.60	\$ -	
Commerce Bank (Clayton Holdings)	3.17%	\$ 114,458.18	\$ -	
Central Bank of Moberly	3.36%	\$ 114,985.02	\$ 500.00	Origination fee
First State Community Bank	3.74%	\$ 115,877.10	\$ -	Includes \$120 UCC filing fee
Regional Missouri Bank	4.40%	\$ 117,169.22	\$ -	

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#6.

Department: Finance

Date: August 15, 2022

Agenda Item: Receipt Of Bids For Lease-Purchase Financing For A Solar Pavilion Located At Rothwell Park.

Summary: The Parks and Recreation Department is in the process of building a solar pavilion located at 111 Rothwell Park. The contracted cost of the project is \$446,174. Bids for lease-purchase financing with a maximum annual payment of \$35,376 were solicited on July 15th, 2022.

Replies were received from five banks: Central Bank, Commerce Bank, County Bank, First State Community Bank and Regional Missouri Bank. A tabulation of which is included here. Central Bank submitted the low bid of 3.78% for twenty years. Staff recommends accepting this bid. Annual payments will be made in arrears from the Parks and Recreation Fund.

Recommended Action: Accept the bids.

Fund Name: Parks and Recreation

Account Number: 115.041.5502, Capital Improvement Plan

Available Budget \$: 550,524.30

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Kyser

M___ S___ Lucas

Passed Failed

City of Moberly Solar Pavilion Lease-Purchase Financing Bids					
20-year Maximum Term, \$35,376 Maximum Annual Payment (\$446,174 Financed)					
Bidder	Rate	Lease Term	Annual Payment	Other Expenses	Comments
Central Bank of Moberly	3.78%	20 years	\$ 32,353.15	\$ 500.00	Origination Fee
Regional Missouri Bank	4.60%	20 years	\$ 34,598.00	\$ -	
First State Community Bank	4.62%	20 years	\$ 34,869.19	\$ -	Includes \$120 UCC filing fee
County Bank	No Bid				
Commerce Bank (Clayton Holdings)	No Bid				

City of Moberly

City Council Agenda Summary

Agenda Number: #7.
 Department: Public Utilities
 Date: August 15, 2022

Agenda Item: A Resolution Accepting The Bid and Authorizing The City Manager To Execute The Agreement For The Tannehill Water Line Construction Project For Public Utilities.

Summary: The Public Utilities Department has received bids for the Tannehill Water Line Construction Project that was approved in the 2022-2023 budget in the capital improvement plan. This project is part of an ongoing water line replacement initiative identified within the Jacobs Water System Model Update of 2018 and includes approximately 650' of 16" PVC water main. This will replace a legacy cast iron main running between Tannehill Apartments and the US Post Office in a heavily congested corridor. The quote selected is the \$199,690 from Willis Bros Co. due to bid price and familiarity with Moberly's system. The original construction cost estimate was \$110,000 with construction cost inflation resulting in bids received ranging from this lowest bid of \$199,690 to the high bid of \$380,870.

Recommended

Action: Approve the resolution.

Fund Name: Capital Improvement Plan

Account Number: 301.112.5412

Available Budget \$: \$115,000, remainder to be secured from O&M and reserve

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILLIS BROTHERS, INC FOR THE TANNEHILL WATER LINE CONSTRUCTION PROJECT.

WHEREAS, city staff requested bids for installation of approximately 650’ of 16” PVC water main for the Tannehill Water Line Construction Project; and

WHEREAS, four bids were received with the lowest responsible bidder being Willis Brothers, Inc. with a bid of \$199,690.00; and

WHEREAS, city staff recommends acceptance of the Willis Brothers, Inc., bid and for authority to enter into the attached contract for the project.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid and authorizes the City Manager to enter into an agreement with Willis Brothers, Inc to complete the Tannehill Water Line Construction Project for the sum of \$199,690.00.

RESOLVED this 15th day of August, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

TANNEHILL WATER MAIN					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	MOBILIZATION	1	LS	18,000 ⁰⁰	18,000 ⁰⁰
2	16" PVC WATER MAIN	605	LF	178 ⁰⁰	107,690 ⁰⁰
3	16" PVC WATER MAIN IN CASING PIPE	40	LF	235 ⁰⁰	9,400 ⁰⁰
4	ASPHALT PVM. REMOVAL & REPLACEMENT	370	LF	105 ⁰⁰	38,850 ⁰⁰
5	CONCRETE PVM. REMOVAL & REPLACEMENT	10	LF	175 ⁰⁰	1,750 ⁰⁰
6	16" GATE VALVE & BOX	2	EA	10,000 ⁰⁰	20,000 ⁰⁰
7	6" GATE VALVE & BOX	1	EA	4,000 ⁰⁰	4,000 ⁰⁰
TOTAL PRICE BASE BID (Use Figures)					199,690 ⁰⁰

Unit prices have been computed in accordance with paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. Unit price definitions are included in the City's Standard Specifications for Water Main Construction, latest edition.

UNIT PRICE SCHEDULE DEFINITIONS

Unless noted below, Unit prices are defined in the City of Moberly's Standard Specifications for Water Main Construction.

1. Item 1. Mobilization: A lump sum payment not to exceed ten (10) percent of the total bid amount that will be made to the contractor with the first monthly progress payment as a reasonable amount to start project
- 6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06.B of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.

DOCUMENT 005200 - AGREEMENT

THIS AGREEMENT is by and between the City of Moberly, Missouri (hereinafter called OWNER) and WILLIS BROS INC. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

- 1.01 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Tannehill Water Main

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Tannehill Water Main

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Jacobs Engineering Group Inc. (Jacobs), who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

- 4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any

such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$250.00 for each of the first 30 days that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. Thereafter, the CONTRACTOR shall pay OWNER \$500.00 for each of the next 15 days that expires until the Work is completed and ready for final payment. If the Work is not completed and ready for final payment after 45 days from the time specified in paragraph 4.02, the CONTRACTOR shall pay OWNER \$750.00 for each day that expires until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE.

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the unit prices in the Bid Form:

TANNEHILL WATER MAIN					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	MOBILIZATION	1	LS	\$18,000.00	\$18,000.00
2	16" PVC WATER MAIN	605	LF	\$178.00	\$107,690.00
3	16" PVC WATER MAIN IN CASING PIPE	40	LF	\$235.00	\$9,400.00
4	ASPHALT PVMT. REMOVAL & REPLACEMENT	370	LF	\$105.00	\$38,850.00
5	CONCRETE PVMT. REMOVAL & REPLACEMENT	10	LF	\$175.00	\$1,750.00
6	14" GATE VALVE & BOX	2	EA	\$10,000.00	\$20,000.00
7	6" GATE VALVE & BOX	1	EA	\$4,000.00	\$4,000.00
TOTAL PRICE BASE BID (Use Figures)					\$ 199,690.00

ARTICLE 6 - PAYMENT PROCEDURES.

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments in accordance with Section 34.057, RSMo, on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions.
 - a. 90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
 - b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01.C.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate specified in Section 34.057, RSMo.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. <VOID>
 - E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
 - F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
 - J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement
 2. Performance Bond
 3. Payment Bond
 4. General Conditions
 5. Supplementary Conditions
 6. Specifications as listed in the table of contents of the Project Manual
 7. Drawings with each sheet bearing the following general title: Tannehill Water Main, City of Moberly, Missouri
 8. Addenda (numbers 1 to 1, inclusive)
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed
 - b. CONTRACTOR's Bid
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award
 - d. MDNR Construction Permit
 10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments
 - b. Work Change Directives
 - c. Change Orders
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 11.01 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assign

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 11 - NON-DISCRIMINATION IN EMPLOYMENT

- 11.01 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color 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.
- 11.02 CONTRACTOR will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - A. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
 - B. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - C. CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - D. CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - E. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed

and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- F. CONTRACTOR will include the provisions of Article 11 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

CITY OF MOBERLY

CONTRACTOR:

Mayor

By: _____

Attest _____
City Clerk

APPROVED AS TO FORM:

[CORPORATE SEAL]

City Counselor

Attest _____

Address for giving notices:

Address for giving notices:

If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.

License No. _____

Agent for service of process: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign).

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

City of Moberly

City Council Agenda Summary

Agenda Number: #8.
 Department: Administration
 Date: August 15, 2022

Agenda Item: A Resolution Approving A Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W Reed Street And Authorizing The City Manager To Execute The Lease.

Summary: Toys for Tots has requested the use of 218 W. Reed for their 2022 collection, and distribution, campaign. They have agreed to enter into a lease with the city beginning October 1, 2022 through December 31, 2022. The lease agreement presented sets forth the rights and liabilities of the participating parties. Toys for Tots is agreeable to paying \$1 for each month the unit is rented.

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

Roll Call Aye Nay

Mayor

M___ S___ Jeffrey ___ ___

Council Member

M___ S___ Brubaker ___ ___

M___ S___ Kimmons ___ ___

M___ S___ Kyser ___ ___

M___ S___ Lucas ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A LEASE AGREEMENT WITH MARINE TOYS FOR TOTS FOUNDATION FOR PROPERTY LOCATED AT 218 W REED STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE.

WHEREAS, Marine Toys for Tots Foundation is desirous of renting retail office space from the city at 218 W Reed Street for a charitable holiday fund raising venture; and

WHEREAS, it is desirable to the city to have tenants using retail business space in the downtown Moberly and to assist charitable fundraising; and

WHEREAS, the lease agreement attached hereto provides for a lease term beginning October 1, 2022 and ending December 31, 2022 and sets forth the rights and liabilities of the parties.

NOW, THEREFORE, the lease agreement with Marine Toys for Tots Foundation is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

RESOLVED this 15th day of August, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

OFFICE LEASE
CITY OF MOBERLY, MISSOURI
218 WEST REED STREET

THIS LEASE is made this ____ day of _____, 2022, between the City of Moberly, Missouri, (hereinafter “City”) a municipal corporation and Marine Toys for Tots Foundation (hereinafter “Lessee”).

RECITALS

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner of various downtown retail buildings which are available to local businesses to rent.
- C. City leases office space in a building at 218 W Reed Street and desires to lease said space to Lessee.
- D. Lessee is desirous of operating a charitable holiday fundraising venture.

AGREEMENT

SECTION 1. RECITALS

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

SECTION 2. PREMISES

City hereby leases to Lessee, and Lessee hereby leases from City, the office space located at 218 W. Reed Street, Moberly, Missouri 65270 (hereinafter the “Premises”). Lessee accepts the Premises “As Is,” subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

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

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

SECTION 3. TERM

- 3.1 The term of the lease shall be from October 1, 2022 to December 31, 2022.
- 3.2 Renewal. This lease shall not be automatically renewed.
- 3.3 Abandonment. Lessee shall occupy the Premises during the entire Lease Term, as described herein. If it fails to do so, Lessee may be determined as in default for abandoning the Premises.

SECTION 4. RENTAL AMOUNT

- 4.1 Monthly. Lessee shall pay One Dollar each month during the term of this lease.

SECTION 5. LESSEE’S PERMITTED USE AND ACTIVITY

- 5.1 Use. Lessee may utilize the Premises only for the purposes necessary to conduct its usual business operations. Lessee intends to operate a charitable fundraising venture.
- 5.2 Access and Key. Lessee shall be issued a key. Lessee shall be charged \$20 to replace a door key.
- 5.3 Alterations. Lessee shall not make any alterations of any nature to the Premises without the written permission of the City.

SECTION 6. CITY’S OBLIGATIONS

- 6.1 City Inspection. City shall, at all reasonable times, have the full and unrestricted right to enter the Premises for the purpose of inspecting the leased area, for maintenance and to determine compliance with the terms of this Agreement.
- 6.2 Maintenance. City agrees to maintain the leased Premises in the same condition as when leased, ordinary wear and tear excepted, during the term of this Agreement.
- 6.3 Trash Disposal. Lessee shall be responsible for set up and payment of trash service.
- 6.4 Utilities. Lessee shall be responsible for set up and payment of all utilities used at the premises including internet or phone service.

SECTION 7. ASSIGNMENT

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

SECTION 8. LIABILITY

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

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

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

SECTION 9. INSURANCE

9.1 Lessor. Lessee agrees to maintain Commercial General Liability coverage for the structure in an amount not less than \$1,000,000 per occurrence.

9.2 Lessee. Lessee shall be responsible for maintaining renter's insurance or business interruption coverage, if desired.

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

SECTION 10. DAMAGE OR DESTRUCTION

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

SECTION 11. DEFAULTS

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

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

- E. The discovery by City that any material information provided by Lessee related to this Agreement is materially false.

SECTION 12. REMEDIES

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

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

SECTION 13. TERMINATION

This lease Agreement is terminable with or without cause by either party upon thirty (30) calendar days written notice setting forth a date of termination of the Agreement. Upon notice of termination, Lessee shall be obligated to pay immediately any Rent, obligations or other fees due and owing to City. By the date given for termination, Lessee shall vacate the Premises and immediately remove all personal property.

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

SECTION 14. NOTICES

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

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

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

SECTION 15. MUNICIPAL AUTHORITY

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

SECTION 16. GOVERNING LAW

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

SECTION 17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

SECTION 18. PUBLIC RECORDS ACT

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

SECTION 19. ENTIRE AGREEMENT

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

SECTION 15. COUNTERPARTS

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

SECTION 16. NO PROMISE OF FUNDING

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

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

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI

Randall D. Thompson
City Attorney

By: _____
Brian Crane
City Administrator

ATTEST:

City Clerk

LESSEE

Marine Toys for Tots Foundation

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#9.

Department: Finance

Date: August 15, 2022

Agenda Item: A Resolution Authorizing the City Manager of Moberly, Missouri to Execute An Agreement with Fusion Technology, LLC To Provide Information Technology Administrative Services.

Summary: The City has contracted with Fusion Technology for IT administration services for several years. They have provided good service over the years and we have an excellent working relationship with them. In April 2022 Fusion owner Brandon Lucas was elected to the Moberly City Council. State statutes require that all transactions for closely-related parties such as Mr. Lucas \$500 and greater be bid. The IT services contract is for \$37,500 per year, so contract termination notice was given and bids for one year of services were requested. A bid tabulation of all bids and an analysis of the two low bids are attached for your reference. Fusion Technology was the low bidder. Staff recommends entering into a one-year agreement with Fusion Technology for IT administration services for all departments except the Police Department, and for these services to be rebid annually as long as Mr. Lucas remains on the Moberly City Council.

Recommended

Action: Adopt this resolution authorizing entering into a new agreement.

Fund Name: General Fund

Account Number: 100.013.5403, Data Processing

Available Budget \$: 38,700

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 checked="" type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO EXECUTE AN AGREEMENT WITH FUSION TECHNOLOGIES, L.C.C. TO PROVIDE INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES.

WHEREAS, city staff sought bids from five qualified vendors to provide the city with information technology administrative services for a one-year term; and

WHEREAS, bid responses were received from four vendors with the bid of Fusion Technologies, L.C.C. (“Fusion”) being the lowest bid; and

WHEREAS, attached hereto is the bid response and a proposed Fusion Technology Small Business Customer Agreement (the “contract”) in the amount of \$42,169.00 for a one-year term; and

WHEREAS, city staff recommends acceptance of the bid and contract.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid of Fusion and approves the attached Agreement and authorizes the City Manager to execute the Agreement on behalf of the City.

RESOLVED this 15th day of August, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

City of Moberly - IT Administrator Bids - Annual Cost Basis
7/27/2022 10:00 AM

Bidder	All Facilities Except PD	Data backup	24/7 support	Antivirus	Office 365 & Exchange	Comments
Computerized Business Systems	\$ 50,000	Software no cost, City pays storage cost	Included	Not included	Not included	Software & hardware purchases are cost + sales tax + 8%; City must purchase a disaster recovery server to be stored offsite; Special projects billed at \$80-\$125 per hour; Additional computers above 65 add one-time charge of \$2,500 per 10 units
Fusion Technology	\$ 42,169	Included	Included	Not included	Not included	Emergency backup server hardware is provided at no extra cost; City must provide Fusion opportunity to bid on equipment, software, and services
Marco	\$ 106,800	Included	Included	Not included	Not included	3-year contract required plus \$17,000 onboarding fee first year
Midwest Computech	\$ 52,234	Included, up to 3 TB	Monitor only	Included	Not included	All help desk service requests and on-site service is billed at \$125 per hour.



Fusion Technology Small Business Customer Agreement

Fusion Technologies, LLC (hereinafter "Fusion Technologies") is hereby contracted by City Of Moberly, MO (hereinafter "Business") to provide technology support services both onsite and remote within the districts premises.

Contract Services:

- Fusion Technologies will assume the lead role *maintaining* the Business' networks and IT infrastructure. This includes the server hardware and software, network wiring, network distribution hardware, and firewalls.
- Fusion Technologies will assume the lead role maintaining the functionality of the Business' computers (desktops and laptops) including hardware, software, and network connectivity. (Wired or Wireless)
- Fusion Technologies will assume the lead role in providing end-user help desk support via the Fusion Technologies helpdesk icon.
- Fusion Technologies will assist Business' personnel in maintaining administrative software or working with Support Company to resolve issues.
- Fusion Technologies will provide technology consulting through committee or one on one meeting with administrative personnel or board of directors.
- Fusion Technologies will provide technology acquisition and consulting services.

The successful implementation of our services depends on the cooperative effort provided by the Business. Therefore,

- Business agrees to submit requests for assistance utilizing the Fusion Technologies "F" helpdesk icon located on each PC's toolbar as well as other approved means of communication as determined by Fusion Technologies. If the entire network / internet is unavailable building wide, the Business agrees to contact our support staff directly by telephone.
- Business agrees to assign a technical point of contact ("Business Technology Liaison") to facilitate communication with Fusion Technologies.
- Business agrees to work exclusively with Fusion Technologies for the duration of the contract. This applies to services outlined in the services section.
- Business agrees to give Fusion Technologies a fair bidding opportunity on all hardware, software, licenses, and services. This applies to items serviced under this agreement and available through Fusion Technologies.

Terms:

This Agreement shall commence on September 1st, 2022 and shall continue until August 31st, 2023 for a one year term. Following this term, this agreement shall continue with an agreement by both parties. Renewal terms are as follows. Upon completion of the initial term or renewal term, this agreement shall continue for an additional term (as defined by the initial term length) until either party provides written notice to the other of its intent to terminate the agreement ("Termination Notice"). Such Termination notice must be received by the other Party not less than sixty (60) calendar days prior to the commencement of a Renewal term. Initial term escape protection is defined as follows. Either party may provide written notice to the other of its intent to terminate the Agreement ("Termination Notice") within the agreement term. However, such termination notice must be received by the other Party not less than sixty (60) calendar days prior to the commencement of a Renewal Term.



Additional Terms:

- Additional computers put in service after contract year has begun will be billed at a flat rate of \$70.00 per computer. Replacement computers, printers, and peripherals will be installed at no charge.
- On-Site Service includes no charge for travel.
- Remote service includes no additional charge for phone support or remote access.
- Services provided that go beyond the scope of the services outlined in the services section will be billed. (Examples include: network infrastructure projects, new construction wiring, and security system diagnosis and troubleshooting. Additional work all billed at \$70.00 / Hour.
- Fusion Technologies, LLC works under the authority of the Site Manager.

Annual Costs Based on a Per Site Basis – Sites Include all City of Moberly facilities excluding the Moberly Police Department. Please see final proposal for roles at each facility.

Annual Fees

The first year costs are based on the agreed upon rate located in the final proposal package which totals \$37,500.00 Per Year. This price does not include additional disaster recovery licenses or the anti-virus program which are both billed separately. Payments are to be made on a yearly basis on or around September 1st.

Rate For Work Beyond the Scope of the Agreement	\$70.00 Per Hour
---	------------------

Fusion Technologies

Fusion Technologies, LLC

By: Brandon Lucas Date: 9/1/22
Brandon Lucas, President

Business:

City of Moberly, MO

By: _____ Date: _____
City Manager

Amendment A:

Please review document titled "Final Proposal" for specifics on all programs being offered and administered.



1315 E. Highway 24 Suite G
Moberly, MO 65270
660.263.9400

INVOICE

Date 9/1/2022

Invoice # 37907

P.O. No.

Terms Net 30

Due Date 10/1/2022

Bill To
City of Moberly
101 W. Reed
Moberly, MO 65270

Technician

Qty	Description	Rate	Amount
1	Fuson Technology Maintenance & Administration Agreement - Please see contract for details about each program.	37,500.00	37,500.00T
	No Tax	0.00%	0.00

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

Total \$37,500.00

Bill To Address:

City of Moberly
101 W. Reed
Moberly, MO 65270

Please Make Checks Payable To:

Fusion Technologies, LLC
1315 E Highway 24 Suite G
Moberly, MO 65270

REMITTANCE

Date 9/1/2022

Invoice # 37907

Payments/Credits \$0.00

Balance Due \$37,500.00

AMT ENCLOSED

☐ Please check box if address is incorrect or has changed, and indicate change(s) on the envelope.

www.fusioncomputers.net

City of Moberly

City Council Agenda Summary

Agenda Number: #10.
 Department: Finance
 Date: August 15, 2022

Agenda Item: A Resolution Of The Moberly City Council Approving A Governmental Equipment Lease Purchase Agreement With Central Bank Of Moberly.

Summary: The Parks & Recreation Department solicited bids for and entered into an agreement with Energy Solutions Professionals (ESP) for the design and construction of a solar pavilion in Rothwell Park. Staff misunderstood that ESP would be providing financing for the project and was required to solicit bids for lease-purchase financing of the project. Financing bids were solicited from 5 local banks, with 3 submitting bids. Central Bank was the low bid and staff recommends awarding the bid to them. Although the bid was received for a 20-year term, Parks & Recreation requested that it be shortened to 15 years. Central Bank actually prefers this shorter term and modified their bid at the same rate for 15 years with annual payments of \$39,670, which will save the City approximately \$50,000 in interest compared to a 20-year term.

Recommended Action: Approve this resolution.

Fund Name: Parks & Recreation

Account Number: 115.041.5502, Capital Improvement Plan

Available Budget : Currently \$0, payments will begin in 2023-2024 budget

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

BILL NO: _____

RESOLUTION NO: _____

**A RESOLUTION OF THE MOBERLY CITY COUNCIL APPROVING A
GOVERNMENTAL EQUIPMENT LEASE PURCHASE AGREEMENT WITH
CENTRAL BANK OF MOBERLY.**

WHEREAS, the Moberly City Council (hereinafter referred to as the "Issuer") desires to obtain funds to pay the costs of acquiring the Equipment described in the attached Taxable Governmental equipment Lease Purchase Agreement; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for Lessee to enter into the Taxable Governmental Equipment Lease Purchase Agreement with Central Bank of Moberly, as Lessor, on an annually renewable basis.

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. Authorization and Approval of the Taxable Governmental Lease Purchase Agreement. The Taxable Governmental Equipment Lease Purchase Agreement, together with all exhibits thereto (Lease Documentation) is hereby approved in substantially the form attached hereto, with such changes therein as are approved by the officer of Lessee hereafter authorized to execute and deliver the Lease Documentation, the execution of the Lease Documentation by such officer being conclusive evidence of such approval.

Moneys sufficient to pay all Rental Payments required to be paid under the Taxable Governmental Equipment Lease Purchase Agreement during Lessee's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

Lessee's obligation to pay Rental Payments (as defined in the Taxable Governmental Equipment Lease Purchase Agreement) is subject to annual appropriation, will constitute a current expense, and will not in any way be construed to be an indebtedness or liability of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by Lessee, nor will anything contained in the Taxable Governmental Equipment Lease Purchase Agreement constitute a pledge of the general tax revenues, funds or moneys of Lessee, and all provisions of the Taxable Governmental Equipment Lease Purchase Agreement will be construed so as to give effect to such intent.

The following designated officer of Lessee is hereby authorized and directed to execute and deliver the Lease Documentation on behalf of and as the act and deed of Lessee:

Name: Brian Crane
Title: City Manager

Section 2. **Further Authority.** Lessee will, and appropriate officials and agents of Lessee, are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent stated herein, and to carry out, comply with and perform the duties of Lessee with respect to the Lease Documentation and the Equipment.

Section 3. **Repeal Of Conflicting Actions.** All prior resolutions, ordinances or orders approved by Lessee's governing body that are in conflict with the matters approved herein, are hereby repealed to the extent of any conflict.

Section 4. **Effective Date.** This Resolution will take effect and be in full force from and after its passage by the governing body of Lessee.

ADOPTED this 15th day of August, 2022, by the Council of the City of Moberly, Missouri.

Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk



HLP0103

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$446,174.00	08-15-2022	08-15-2037	0576355-7924	8B0 / 5165	720429344	16347	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Grantor:

CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270 1554

Lender:

The Central Trust Bank d/b/a Central Bank of Moberly
West Coates Location
500 West Coates
P.O. Box 160
Moberly, MO 65270

THIS COMMERCIAL SECURITY AGREEMENT dated August 15, 2022, is made and executed between CITY OF MOBERLY ("Grantor") and The Central Trust Bank d/b/a Central Bank of Moberly ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

A specific Governmental Equipment Lease Purchase Agreement dated August 15, 2022, by and between Central Bank of Moberly ("Lessor"), a corporation organized under the laws of the State of Missouri, together with it's successors and assigns, and the City of Moberly, ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of Missouri; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing. The equipment referenced in the specific Governmental Equipment Lease Purchase Agreement dated August 15, 2022 is described as follows: 80x110x14 clear span building with solar panels (invoices are attached to the specific Governmental Equipment Lease Purchase Agreement).

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

FUTURE ADVANCES. In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. **This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.**

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the structure of the entity Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's principal residence; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor good and marketable title to the Collateral, free and clear of all liens

and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any

court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Agreement and this Agreement shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Agreement or of any note or other instrument or agreement evidencing the Indebtedness and the Collateral will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Agreement.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

- Payment Default.** Grantor fails to make any payment when due under the Indebtedness.
- Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.
- Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.
- False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
- Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.
- Insolvency.** The insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.
- Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.
- Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.
- Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.
- Insecurity.** Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Missouri Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

- Accelerate Indebtedness.** Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.
- Assemble Collateral.** Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.
- Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.
- Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.
- Collect Revenues, Apply Accounts.** Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.
- Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.
- Other Rights and Remedies.** Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.
- Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

- Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Missouri.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Randolph County, State of Missouri.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means CITY OF MOBERLY and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means CITY OF MOBERLY.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Agreement together with all interest thereon.

Lender. The word "Lender" means The Central Trust Bank d/b/a Central Bank of Moberly, its successors and assigns.

Note. The word "Note" means the Note dated August 15, 2022 and executed by CITY OF MOBERLY in the principal amount of \$446,174.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

WAIVE JURY. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 15, 2022.

GRANTOR:

CITY OF MOBERLY

By: BRIAN CRANE, Manager of CITY OF MOBERLY

GOVERNMENTAL LEASE PURCHASE AGREEMENT

#10.

Legal Name of Political Subdivision ("Lessee")				Federal Tax I.D. No.
City of Moberly				43-6002348
Lessee's Notice & Billing Address				
101 W Reed St Moberly, MO 65270-1554 Attn: Greg Hodge Phone: (660) 263-4420				
Legal Name of Lessor				Lessor's File No.
CENTRAL BANK OF MOBERLY				
Lessor's Notice Address			Payment Address	
500 W. Coates Street Moberly, MO 65270 Phone: (660) 263-1234			500 W. Coates Street Moberly, MO 65270 Phone: (660) 263-1234	
Commencement Date (Acceptance Date)	Fiscal Year-End (month/day)	Acquisition Amount	Interest Rate	Maximum Lease Term (Final Payment Date)
August 15, 2022	June 30, 2023	\$446,174	3.78%	August 15, 2037
Rental Payment Amount	Payment Frequency	First Payment Date	Number of Payments	Final Purchase Option Price
\$39,668.63	Annual	August 15, 2023	15	\$1.00
EQUIPMENT DESCRIPTION				
Building / Equipment Description (make, model, etc.)	Serial Number/VIN	Location of Primary Use/Garaging	Vendor Name & Address	
80x110x14 clear span building with solar panels	See Invoice from Energy Solutions Professionals, LLC	111 Rothwell Park, Moberly, MO 65270	Energy Solutions Professionals, LLC 6400 W. 95 th Street, Suite 202 Overland Park, KS 66212	

TERMS AND CONDITIONS

1. Lease and Term. Subject to the terms of this Agreement, Lessor agrees to provide the Acquisition Amount shown above to acquire and install the Equipment listed above (together with all additions, attachments and accessions thereto and proceeds therefrom, the "Equipment"). Lessor hereby leases, transfers and lets the Equipment to Lessee, and Lessee hereby acquires, rents and leases the Equipment from Lessor, in accordance with the provisions of this Agreement. Lessee's obligation to pay rent under this Agreement commences on the date that funds are advanced to the seller or vendor of the Equipment ("Vendor") to pay all or a portion of the cost of the Equipment (the "Commencement Date"), which is also the date that the interest portion of the Rental Payments begins to accrue. The initial term of this Agreement will end on the last day of Lessee's current fiscal year ("Original Term"). This Agreement may be continued, solely at the option of Lessee, for additional one-year renewal terms ("Renewal Term") ending on the last day of each succeeding fiscal year of Lessee, up to the Maximum Lease Term shown above. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee will be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee has terminated this Agreement pursuant to paragraphs 4 or 23 hereof. The Original Term and all Renewal Terms are referred to collectively as the "Lease Term."

2. Delivery of Equipment; Payment of Acquisition Amount. On the Commencement Date, Lessor will disburse funds equal to the Acquisition Amount

to the Lessee, with title to the Equipment vesting as described in paragraph 11 of this Agreement. Lessee has selected the Equipment and caused it to be delivered to Lessee at the location(s) specified above.

3. Rental Payments. Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth above, subject to prepayment as permitted in this Agreement, except that the final Rental Payment shall be equal to the unpaid principal portion attributable to the Acquisition Amount, plus interest thereon calculated at the Interest Rate stated above, plus all other amounts due hereunder. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Lessee will pay a charge on any Rental Payment not received on or before its due date at a rate equal to 10% per annum or the maximum amount permitted by law, whichever is less, from the due date. A portion of each Rental Payment is paid as, and represents payment of, interest accrued on the unpaid portion of the Acquisition Amount from the Commencement Date at the Interest Rate stated above, calculated on the basis of actual days elapsed.

4. Continuation of Lease Term; Nonappropriation. Lessee currently intends, subject to the provisions of this paragraph, to continue the Lease Term and to pay the Rental Payments through the Maximum Lease Term. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Maximum Lease Term can be obtained. The

responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments in each annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision to appropriate funds and to extend this Agreement for any Renewal Term is solely within the discretion of Lessee's then current governing body, and Lessee is obligated only to pay such Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. If sufficient funds have not been appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, this Agreement will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination within 10 days following the end of the Original Term or Renewal Term of Lessee's failure to renew this Agreement, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this paragraph, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

5. Partial Prepayments. Rental Payments may be prepaid on any date, upon giving written notice to Lessor at least 30 days before the date of prepayment. Amounts received will be applied first to the interest portion of Rental Payments due hereunder, and then to reduce the principal portion of Rental Payments, applied in inverse order of payments due.

6. Lessee's Representations, Warranties and Covenants. Lessee represents, warrants and covenants for Lessor's benefit:

- (a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State of Missouri, and Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic;
- (b) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof;
- (c) This Agreement constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally;
- (d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date;
- (e) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes;
- (f) Lessee has complied with public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment;
- (g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best Lessee's knowledge is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement;
- (h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained;
- (i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is

to be a party will not violate any judgment, order, law or regulation **#10.** applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided;

- (j) Each item of the Equipment is essential to Lessee's governmental function or to the service it provides to its citizens;
- (k) Lessee has an immediate need for, and expects to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and
- (l) The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

7. Enjoyment of Equipment. Lessor will provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

8. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon Lessee's property for the purpose of inspecting the Equipment.

9. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the Lessor's opinion, adversely affect the Lessor's interest in and to the Equipment or its interest or rights under this Agreement.

10. Maintenance and Location of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. The location of the primary use, or garaging, of the Equipment will be as set forth on the first page of this Agreement, or at such other location within Lessee's boundaries. Lessee will provide prompt written notice to Lessor of the new primary use, or garaging, location.

11. Title to the Equipment; Equipment Constitutes Personal Property.

(a) Title to the Equipment is deemed to vest in Lessor on the Commencement Date upon payment of the Acquisition Amount to the vendor, and immediately and automatically (without any further action by Lessor or Lessee) title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to Lessor's rights under this Agreement. Title will, immediately and without any action by Lessee, vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor, upon (a) any termination of this Agreement other than termination pursuant to paragraph 23 hereof or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this paragraph will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse Lessee's name upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

(b) Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or

any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon Lessor's request, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

12. Retention of Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest granted herein. With respect to any Equipment leased hereunder that constitutes a vehicle, Lessee will, at Lessee's expense, file an application for and obtain the first certificate of title for the Equipment, designating Lessee as owner and Lessor as first lienholder, and a certificate of registration issued in Lessee's name. Lessee will, at Lessee's expense, take such action as shall be necessary from time to time to avoid suspension or revocation of any certificates of title and to renew and maintain all certificates of registration. If Lessee is required to obtain any new certificate of title or of registration, Lessee will, at Lessee's expense and with written notice to Lessor of such action, obtain such new certificate of title or of registration in the form described above. Immediately upon receipt, Lessee will deliver the original certificate of title to Lessor and will notify the Lessor of the license plate number of each vehicle leased hereunder. Lessee will provide Lessor with all license, registration and vehicle identification numbers relating to each vehicle and will arrange for the registration and titling of all such vehicles. Lessee will notify Lessor of any changes to the certificate of registration or license plate within 10 days of such change. Lessee will comply with all present and future laws, regulations, and orders relating to the Equipment leased hereunder.

13. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

14. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in Missouri and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment (determined pursuant to paragraph 23 hereof), (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of Missouri; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessee and Lessor as insureds and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

15. Advances. In the event Lessee fails to maintain the insurance required by this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

In accordance with Section 427.120 of the Revised Statutes of Missouri, Lessee provides evidence of the insurance coverage required by this Agreement, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Agreement. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

16. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to Lessee's ability to continue this Agreement as may be requested by Lessor.

17. Release and Indemnification. Only in the manner and to the extent permitted by law, without waiver of its sovereign immunity, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The obligation of Lessee to indemnify, protect and hold harmless Lessor under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

18. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

19. Damage, Destruction and Condemnation. If (a) any of the Equipment is damaged or destroyed, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement or repair of the Equipment, unless Lessee has exercised its option to purchase all the Equipment pursuant to paragraph 23 hereof. Any balance of the Net Proceeds remaining after such repair or replacement has been completed will be paid to Lessee.

20. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement or repair referred to in paragraph 19 hereof, Lessee will either (a) complete such replacement or repair and pay any costs thereof in excess of the amount of the Net Proceeds, (b) purchase Lessor's interest in all the Equipment pursuant to paragraph 23 hereof or (c) with Lessor's consent, pay the Net Proceeds to Lessor to be applied as a prepayment in accordance with paragraph 3 hereof. If Lessee will make any payments pursuant to this paragraph, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under this Agreement, except as a result of a partial prepayment.

21. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING,

FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

22. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on Lessor's rights and obligations with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

23. Purchase Option. Lessee will have the option to purchase the Equipment (all, not part), upon giving written notice to Lessor at least 30 days before the date of purchase, on any date, upon payment in full of the Rental Payments then due hereunder plus the accrued interest portion of Rental Payments to the purchase date plus any other amounts then due hereunder plus a "Purchase Price" equal to the remaining Principal Portion of Rental Payments through the Maximum Lease Term. Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to this paragraph represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (i) the costs of the Equipment, (ii) the uses and purposes for which the Equipment will be employed by Lessee, (iii) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (iv) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

24. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining Lessee's consent; provided that any assignment will not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

25. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, with prior written consent of Lessor. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

26. Events of Default Defined. Subject to the provisions of paragraph 4 hereof, any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in paragraph (a) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of Lessee's assets, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of Lessee's assets, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

27. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due; (b) with or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for Lessee's account, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); and (c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

28. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it hereunder, it will not be necessary to give any notice, other than such notice as may specifically be required in this Agreement.

29. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events: (a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to paragraph 4 hereof; (b) the exercise by Lessee of the option to purchase the Equipment granted under paragraph 23 hereof and payment of the Purchase Price and all amounts payable in connection therewith; (c) a default by Lessee and Lessor's election to terminate this Agreement under paragraph 27 hereof; or (d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

30. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

31. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

32. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

33. No Other Agreements. ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT

LESSEE AND LESSOR FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS REACHED COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LESSEE AND LESSOR, EXCEPT AS LATER AGREED IN WRITING.

34. Amendments. This Agreement may be amended, changed or modified in any manner only by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

35. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

36. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

37. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

38. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

39. Effective Date. This Agreement will be effective as of the Commencement Date.

LESSEE SIGNATURE	Lessee: City of Moberly
	By: _____
	Printed Name: _____
	Title: _____

LESSOR SIGNATURE	Lessor: CENTRAL BANK OF MOBERLY
	By: _____
	Printed Name: _____
	Title: _____

NOTE: Signatory for Lessee should be the chief elected official, or other officer specifically named in the approving resolution/ordinance/order.

CERTIFICATION OF CLERK OR SECRETARY OF LESSEE

[Must be signed by different officer than the above signatory for Lessee]

I, the undersigned, being the duly appointed or elected clerk or secretary of Lessee, do hereby certify that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized by to execute the foregoing Agreement on behalf of Lessee.

DATED: _____

By: _____

Printed Name: _____

Title: _____

Legal Name of Lessee	Federal Tax I.D.	#10.
City of Moberly	43-6002348	
Legal Name of Lessor	Lessor's File No.	
CENTRAL BANK OF MOBERLY		

Payment Direction: Lessor is directed to disburse the Acquisition Amount to pay the cost of the Equipment and related costs, pursuant to the Taxable Governmental Equipment Lease Purchase Agreement and the below instructions. Lessee agrees that the "Commencement Date" for Rental Payments under the Agreement will be the date on which Lessor makes such disbursement.

Payee Name and Address & Description of Cost Paid (if not to Vendor)	Amount to be Paid	Payment Delivery Instructions (if not provided on attached invoice)
City of Moberly 101 W Reed St Moberly, MO 65270	\$446,174	Deposit to DDA 137007746

DATED: _____

Lessee: City of Moberly

By: _____

Name: _____

Title: _____

[Attach Invoice(s) to be Paid]

EXHIBIT B TO GOVERNMENTAL EQUIPMENT LEASE PURCHASE AGREEMENT

COPY OF AUTHORIZING RESOLUTION, ORDINANCE, OR ORDER APPROVED BY LESSEE'S GOVERNING BODY
(per paragraph 5)

(Attach approved and signed authorizing resolution, ordinance, or order (as applicable), in substantially the form attached.)

NOTE: The form of the Agreement, along with all relevant financial terms, must be approved by Lessee's governing body at a properly called public meeting, 24-hours' notice of which has been given pursuant to the State's Sunshine Law, which requires that the posted notice of meeting include a tentative agenda that includes reasonable notice of the actions to be taken. So, it is important to make sure that the posted agenda includes something like, "Consider a Resolution/Ordinance/Order approving a lease purchase agreement for a new fire truck."

It is not sufficient for the governing body to simply approve the Bank's proposed terms, without also approving the actual form of the lease purchase agreement.

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE 1 of 2

#10.

TO (Owner):
City of Moberly
200 N. Clark St
Moberly, MO 65270

PROJECT:
Pavilion and Solar Installation

APPLICATION NO: 26.01
APPLICATION DATE: 5-Jul-22
PERIOD FROM: 1-Jun-22
TO: 1-Jul-22
Distribution to:
☒ OWNER
☐ ENGINEER
☐ DESIGN BUILDER
☐ CONTRACTOR

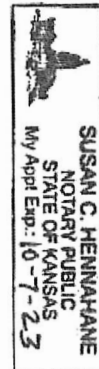
ATTENTION:
Troy Bock
Director of Parks and Recreation

FROM (Contractor):
Energy Solutions Professionals, LLC
6400 W. 95th Street, Suite 202
Overland Park, KS 66212

PROJECT NO:
CONTRACT DATE: 6-Dec-21

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$21,776	\$6,723
Approved this Month		
Number Date Approved		
CO#2 7-Mar-22		
TOTALS	\$21,776	\$6,723
Net change by Change Orders		\$15,053



The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 7-5-22

Application is made for Payment, as shown below, in connection with the Contract.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	\$583,511
Net change by Change Orders	\$15,053
CONTRACT SUM TO DATE	\$598,564
TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$358,004
Retainage <see retainage column J on page 2>	\$17,344
TOTAL EARNED LESS RETAINAGE	\$340,660
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$152,390
CURRENT PAYMENT DUE	\$188,271

State of: Kansas County of: Johnson
Subscribed and sworn to before me 5th day of July, 2022
Notary Public Susan C. Hennahane
My Commission expires: October 7, 2023

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner certifies that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$188,271

(Attach explanation if amount certified differs from the amount applied for.)
OWNER:

By: _____ Date: _____
This Certificate is not negotiable. the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract



HLP0049

#10.

GOVERNMENTAL CERTIFICATE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$446,174.00	08-15-2022	08-15-2037	0576355-7924	880 / 5165	720429344	16347	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Entity: CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270 1554

Lender: The Central Trust Bank d/b/a Central Bank of Moberly
West Coates Location
500 West Coates
P.O. Box 160
Moberly, MO 65270

I. THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is CITY OF MOBERLY ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Missouri. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 101 W REED ST, MOBERLY, MO 65270 1554. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on **August 15, 2022**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIAL. The following named person is an Official of CITY OF MOBERLY:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
BRIAN CRANE	City Manager	Y X	

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, **including agreements waiving the right to a trial by jury**, as the Official may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The **62** al named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupies the position set opposite her respective name. This Certificate now stands of record on the

books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Certificate, and I personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated August 15, 2022.

CERTIFIED TO AND ATTESTED BY:

X _____
BRIAN CRANE, Manager of CITY OF MOBERLY

NOTE: If the Official signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

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HLP0529

#10.

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$446,174.00	08-15-2022	08-15-2037	0576355-7924	8B0 / 5165	720429344	16347	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower:
CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270 1554

Lender:
The Central Trust Bank d/b/a Central Bank of Moberly
West Coates Location
500 West Coates
P.O. Box 160
Moberly, MO 65270

Disbursement Date: August 15, 2022
Interest Rate: 3.780

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	08-15-2023	39,668.63	17,099.61	22,569.02	423,604.98
2	08-15-2024	39,668.63	16,279.14	23,389.49	400,215.49
3	08-15-2025	39,668.63	15,338.26	24,330.37	375,885.12
4	08-15-2026	39,668.63	14,405.80	25,262.83	350,622.29
5	08-15-2027	39,668.63	13,437.60	26,231.03	324,391.26
6	08-15-2028	39,668.63	12,466.35	27,202.28	297,188.98
7	08-15-2029	39,668.63	11,389.77	28,278.86	268,910.12
8	08-15-2030	39,668.63	10,305.98	29,362.65	239,547.47
9	08-15-2031	39,668.63	9,180.66	30,487.97	209,059.50
10	08-15-2032	39,668.63	8,034.15	31,634.48	177,425.02
11	08-15-2033	39,668.63	6,799.82	32,868.81	144,556.21
12	08-15-2034	39,668.63	5,540.12	34,128.51	110,427.70
13	08-15-2035	39,668.63	4,232.14	35,436.49	74,991.21
14	08-15-2036	39,668.63	2,881.91	36,786.72	38,204.49
15	08-15-2037	39,668.63	1,464.14	38,204.49	0.00
TOTALS:		595,029.45	148,855.45	446,174.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.



HLP0533

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$446,174.00	08-15-2022	08-15-2037	0576355-7924	880 / 5165	720429344	16347	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower:
CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270 1554

Lender:
The Central Trust Bank d/b/a Central Bank of Moberly
West Coates Location
500 West Coates
P.O. Box 160
Moberly, MO 65270

LOAN TYPE. This is a Fixed Rate (3.780%) Nondisclosable Loan to a Government Entity for \$446,174.00 due on August 15, 2037.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

☐ Personal, Family, or Household Purposes or Personal Investment.

☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: PURCHASE BUILDING & SOLAR PANELS.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$446,174.00 as follows:

Amount paid to Borrower directly:
\$446,174.00 Deposited to Checking Account # 137007746

\$446,174.00

Note Principal:

\$446,174.00

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:
\$500.00 Loan Origination Fee

\$500.00

Total Charges Paid in Cash:

\$500.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED AUGUST 15, 2022.

BORROWER:

CITY OF MOBERLY

By: BRIAN CRANE, Manager of CITY OF MOBERLY



HLP0166

#10.

AGREEMENT TO PROVIDE INSURANCE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$446,174.00	08-15-2022	08-15-2037	0576355-7924	8B0 / 5165	720429344	16347	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Grantor:

CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270 1554

Lender:

The Central Trust Bank d/b/a Central Bank of Moberly
West Coates Location
500 West Coates
P.O. Box 160
Moberly, MO 65270

INSURANCE REQUIREMENTS. Grantor, CITY OF MOBERLY ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

Collateral: A specific Governmental Equipment Lease Purchase Agreement dated August 15, 2022, by and between Central Bank of Moberly ("Lessor"), a corporation organized under the laws of the State of Missouri, together with it's successors and assigns, and the City of Moberly, ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of Missouri; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing. The equipment referenced in the specific Governmental Equipment Lease Purchase Agreement dated August 15, 2022 is described as follows: 80 x 110 x 14 clear span building with solar panels (invoices are attached to the specific Governmental Equipment Lease Purchase Agreement).

Type: All risks, including fire, theft and liability.
Amount: Full Insurable Value.
Basis: Replacement value.
Endorsements: Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender.
Latest Delivery Date: By the loan closing date.

INSURANCE COMPANY. Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

INSURANCE MAILING ADDRESS. All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

The Central Trust Bank d/b/a Central Bank of Moberly
500 West Coates
Moberly, MO 65270

FAILURE TO PROVIDE INSURANCE. Grantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of August 15, 2022, or earlier. **UNLESS GRANTOR PROVIDES EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY GRANTOR'S AGREEMENT WITH LENDER, LENDER MAY PURCHASE INSURANCE AT GRANTOR'S EXPENSE TO PROTECT LENDER'S INTERESTS IN THE COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT GRANTOR'S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT GRANTOR MAKES, OR ANY CLAIM THAT IS MADE AGAINST GRANTOR IN CONNECTION WITH THE COLLATERAL. GRANTOR MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING EVIDENCE THAT GRANTOR HAS OBTAINED INSURANCE AS REQUIRED BY THEIR AGREEMENT. IF LENDER PURCHASES INSURANCE FOR THE COLLATERAL, GRANTOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO GRANTOR'S TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE GRANTOR MAY BE ABLE TO OBTAIN ON GRANTOR'S OWN.**

IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

AUTHORIZATION. For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 15, 2022.

GRANTOR:

CITY OF MOBERLY

By: BRIAN CRANE, Manager of CITY OF MOBERLY

FOR LENDER USE ONLY

INSURANCE VERIFICATION

DATE: _____ PHONE _____

AGENT'S NAME: _____

AGENCY: _____

ADDRESS: _____

INSURANCE COMPANY: _____

POLICY NUMBER: _____

EFFECTIVE DATES: _____

COMMENTS: _____



HLP0173

#10.

NOTICE OF INSURANCE REQUIREMENTS

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
	08-15-2022		0576355-7924	8B0 / 5165	720429344	16347	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Grantor:

CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270 1554

Lender:

The Central Trust Bank d/b/a Central Bank of Moberly
West Coates Location
500 West Coates
P.O. Box 160
Moberly, MO 65270

TO:

ATTN: Insurance Agent

DATE: August 15, 2022

RE:

Policy Number(s):
Insurance Companies/Company:

Dear Insurance Agent:

Grantor, CITY OF MOBERLY ("Grantor") is obtaining a loan from The Central Trust Bank d/b/a Central Bank of Moberly. Please send appropriate evidence of insurance to The Central Trust Bank d/b/a Central Bank of Moberly, together with the requested endorsements, on the following property, which Grantor is giving as security for the loan.

Collateral:

A specific Governmental Equipment Lease Purchase Agreement dated August 15, 2022, by and between Central Bank of Moberly ("Lessor"), a corporation organized under the laws of the State of Missouri, together with it's successors and assigns, and the City of Moberly, ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of Missouri; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing. The equipment referenced in the specific Governmental Equipment Lease Purchase Agreement dated August 9, 2022 is described as follows: 80 x 110 x 14 clear span building with solar panels (invoices are attached to the specific Governmental Equipment Lease Purchase Agreement).

Type:

All risks, including fire, theft and liability.

Amount:

Full Insurable Value.

Basis:

Replacement value.

Endorsements:

Lender loss payable clause with stipulation that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender.

Latest Delivery Date:

By the loan closing date.

GRANTOR:

CITY OF MOBERLY

By:

BRIAN CRANE, Manager of CITY OF MOBERLY

RETURN TO:

The Central Trust Bank d/b/a Central Bank of Moberly
500 West Coates
Moberly, MO 65270

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TR 595335 PR 138



HLP0535

#10.

ERRORS AND OMISSIONS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$446,174.00	08-15-2022	08-15-2037	0576355-7924	880 / 5165	720429344	16347	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: CITY OF MOBERLY
101 W REED ST
MOBERLY, MO 65270 1554

Lender: The Central Trust Bank d/b/a Central Bank of Moberly
West Coates Location
500 West Coates
P.O. Box 160
Moberly, MO 65270

LOAN NO.: 0576355-7924

The undersigned Borrower for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower does hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this **August 15, 2022**

BORROWER:

CITY OF MOBERLY

By: _____
BRIAN CRANE, Manager of CITY OF MOBERLY

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NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds to fully fund all of Lessee's legal obligations in a fiscal period are appropriated to Lessee, or are otherwise unavailable in any fiscal period for Lease Payments due under this Lease, then the Lessee will immediately notify the Lessor or its assignee of such occurrence and, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for fiscal periods in which funds have been appropriated or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

Notwithstanding the foregoing, Lessee agrees (i) that it will include in its annual budget and its annual request for appropriations an amount sufficient to allow Lessee to make all Lease Payments for its next fiscal year; (ii) that, to the extent funds are legally available therefore, it will make all Lease Payments; (iii) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment, (iv) that it will not, for a period of one hundred eighty (180) days after termination pursuant to the provisions of this Section, acquire or use other equipment performing functions similar to the Equipment, and (v) that it will not during the term of this Lease give priority in the application of funds to any other functionally similar equipment. This paragraph will not be construed so as to permit Lessee to terminate this Lease in order to acquire or use any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

By: _____
Brian Crane, City Manager

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#11.

Department: Finance

Date: August 15, 2022

Agenda Item: A resolution of the Moberly City Council of the State of Missouri authorizing the execution and delivery of a municipal lease agreement (County Bank Lease) and other documents and agreements in connection therewith.

Summary: The Street Department purchased two dump trucks earlier in 2022 for \$322,702 due to availability of the trucks and expected delivery lead times of 18+ months if orders were delayed until after 7/1/2022. This significantly drew down the cash balance in the Street Improvement Fund (601), so the department requested financing to replenish the fund balance. Bids for three-year financing were requested from five local banks, with proposals received from all five. County Bank was the low bid and staff recommends accepting their bid and entering into a financing agreement. Agreements have been reviewed and approved by the City Attorney and are attached for your review.

Recommended

Action: Approve this resolution.

Fund Name: Street Improvement Fund

Account Number: 601.000.5502, Capital Improvement Plan

Available Budget : N/A, funds will replenish the fund balance spent in 2021-2022 budget

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO: _____

RESOLUTION NO: _____

MUNICIPAL LEASE RESOLUTION**A RESOLUTION OF THE MOBERLY CITY COUNCIL OF THE STATE OF MISSOURI AUTHORIZING THE EXECUTION AND DELIVERY OF A MUNICIPAL LEASE AGREEMENT (COUNTY BANK BANK LEASE) AND OTHER DOCUMENTS AND AGREEMENTS IN CONNECTION THEREWITH.**

WHEREAS, the Moberly City Council (hereinafter referred to as the "Issuer") is the governing body of and possesses the general legislative power of City of Moberly; and

WHEREAS, the Issuer is authorized to approve Municipal Lease-Purchase Agreements under Missouri Code; and

WHEREAS, the Issuer has heretofore determined that financing for the acquisition and leasing of certain equipment pursuant to the Municipal Lease Agreement (as defined herein) is for the benefit of the inhabitants of City of Moberly, and the promotion of their welfare and prosperity, and

WHEREAS, the Lessee (as defined herein) desires to acquire the following described property pursuant to the Municipal Lease Agreement:

2022 International HV507 SFA tandem axle

2022 International HV507 SFA single axle

(hereinafter the "Equipment"); and

WHEREAS, the following documents or instruments have been presented to the Issuer at its meeting;

- (a) Municipal Lease Agreement;
- (b) Schedule to Municipal Lease Agreement;
- (c) Essential Use Letter; optional
- (d) Certificate of Appropriation; optional
- (e) Incumbency Certificate; optional

NOW, THEREFORE, BE IT RESOLVED by the Issuer as follows:

Section 1. The form, terms, and provisions of the Municipal Lease Agreement by and between City of Moberly as Lessee and County Bank, as Lessor dated 8/15/2022 with a term of 36 months and payments in the amount of \$113,865.46. (such agreement is referred to herein as the "Municipal Lease Agreement"), are hereby approved, and all the terms, provisions and conditions of the Municipal Lease Agreement are incorporated herein by reference as if set out

in this Resolution, and such Municipal Lease Agreement shall constitute a valid and binding obligation of the Issuer.

Section 2. The form, terms, and provisions of the Schedule to the Municipal Lease, (the Essential Use Letter), (the Certificate of Appropriation), (the Incumbency Certificate), (the Certificate with Respect to Arbitrage), and the Bill of Sale (such documents shall be referred to hereinafter as "Peripheral Lease Documents"), are hereby approved, and all the terms, provisions and conditions of the Peripheral Lease Documents are incorporated herein by reference as if set out in this Resolution.

Section 3. City of Moberly is hereby authorized to execute the Municipal Lease Agreement and any of the Peripheral Lease Documents requiring execution and such person is hereby authorized to take any and all such action and execute such other documents as may be required to carry out and/or give effect to the transaction contemplated by the Municipal Lease Agreement.

[Optional] Section 4. The Municipal Lease Agreement is hereby designated a "Qualified Tax-Exempt Obligation". By such term Issuer intends that the Equipment purchased pursuant to the Municipal Lease Agreement shall be used solely by a governmental entity, and Issuer (and its subordinate entities) shall not issue obligations in excess of \$10,000,000 in this calendar year.

Section 5. This Resolution is made pursuant to the provisions of Missouri Code.

Section 6. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 15th day of August, 2022, by the Council of the City of Moberly, Missouri.

Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 15th day of August, 2022, by and between County Bank (hereinafter referred to as the "Lessor"), and City of Moberly with offices at 101 W. Reed St. Moberly, MO 65270 (hereinafter referred to as "Lessee").

WITNESSETH:

In consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows;

1. LEASE. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the personal property set forth in the schedule (hereinafter referred to as "Schedule") executed by the parties concurrently herewith or at any time hereafter and made a part hereof, together with all repair and replacement parts, additions, substitutions, accessories, and accessions, and the like, now or hereafter incorporated therein and/or affixed to such personal property (hereinafter collectively referred to as the "Equipment")
- Lessee alone has selected the Equipment and the supplier thereof. Lessor agrees to cause the Equipment to be ordered from the supplier, but Lessee agrees that Lessor shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order or meet the conditions thereof. Lessee agrees that it will make, at its own expense, all necessary inspections and test of the Equipment to determine if the Equipment is in compliance with the provisions of any applicable purchase agreement or order, and, if in compliance, Lessee shall accept each such item of Equipment on behalf of the Lessor, as delivered by the supplier. Lessee shall execute an Acceptance Certificate with regard to each item of Equipment. Lessor hereby authorizes Lessee to add to this Lease the serial number of, and/or any descriptive matter necessary or helpful in identifying, each item of the Equipment so delivered. Any delay in such delivery shall not affect the validity of this Lease, except as provided in Section 10 hereof.
- Regardless of whether Lessee has executed an Acceptance Certificate, if within forty-eight (48) hours after Lessee has received an item of Equipment, Lessee has not given Lessor written notice of a defect therein or of other proper objection thereto, Lessee agrees that it shall be conclusively presumed as between Lessor and Lessee, that Lessee has fully inspected the Equipment, that the Equipment is in full compliance with the terms of this Lease and is deemed to be in good condition and repair, and that the Lessee has accepted it as satisfactory in all respects for the purpose of this Lease. Lessee hereby agrees to indemnify, defend, and save harmless Lessor from all claims, damages, actions, expenses (including attorney fees) and liabilities of any kind arising out of or connected with the failure or refusal of Lessee to accept, or the delay of Lessee in accepting, the Equipment to the extent permissible by law.
2. TERM. The term of this Lease shall commence upon the date that the Acceptance Certificate is signed and dated and shall terminate upon the expiration of a number of months, or other calendar periods, set forth in the Schedule for the date thereof, unless sooner terminated as hereinafter provided.
3. RETURN OF EQUIPMENT. At the end of the term (and any renewal term) hereof, Lessee shall properly pack and return the Equipment, freight prepaid, at Lessee's risk and expense, to Lessor, at such place as Lessor may designate in the continental United States, in as good condition as existed at the commencement of the term, normal wear and tear excepted. In the event of default by Lessee under this Lease, or any termination or cancellation of the Lease as provided herein, Lessee shall return all equipment to Lessor in the same manner.
4. NO WARRANTIES BY LESSOR. LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE CONDITION, DESIGN, OR QUALITY OF THE EQUIPMENT; THE FITNESS OF THE EQUIPMENT FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE EQUIPMENT, COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. THE LESSEE ALSO ACKNOWLEDGES THAT THE LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESSED OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT.
- LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE EQUIPMENT OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE EQUIPMENT OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM LESSOR'S OR LESSEE'S NEGLIGENCE OR OTHERWISE, BY THE USE OR MAINTENANCE THEREOF, OR FOR REPAIR, SERVICING OR ADJUSTMENT THERETO, OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS LEASE. LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LOSSES, LIABILITIES INCURRED OR SUFFERED BY THE LESSOR, LESSEE, OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERY, OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT, OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). FURTHER, LESSEE UNDERSTANDS AND AGREES THAT THERE SHALL BE NO ABATEMENT OF RENT DURING ANY PERIOD OF BREAKDOWN OR NONUSE OF THE EQUIPMENT TO THE EXTENT PERMISSIBLE BY LAW.
5. RENTALS. During and for the original term hereof, and any renewal periods if any, Lessee hereby unconditionally agrees to pay Lessor, as and for rent of the Equipment, the total amount specified in the Schedule, being the monthly (or other indicated calendar period) rent multiplied by the number of months (or periods specified in the Schedule). The first rent payment, unless required to be paid in advance, shall be made on the commencement date as set forth in the Schedule. Subsequently, monthly (or other period) rent payments shall be due in advance on the same day of subsequent months (or other calendar periods) as the commencement date of this Lease. All payments shall be made at the office of the Lessor as set forth herein, or as otherwise directed by the Lessor in writing.
6. NET LEASE - NO OFFSET. This Lease is a net lease and all rent payments and other payments required to be paid by Lessee hereunder are absolute, unconditional and shall not be subject to any abatement, reduction, set-off, counterclaim, recoupment, defense or other right which Lessee may have against the supplier of the Equipment or any other party, including Lessor.
7. TAXES AND EXPENSES PAID BY LESSEE. Lessee, at its expense, shall obtain such licensing and registration of the Equipment as shall be at any time required by law and Lessee shall pay and discharge when due all license fees, registration fees, charges, taxes (federal, state and local) and assessments (and interest and penalty, if any thereon) which may be levied, directly or indirectly, against the Equipment or any interest therein or with respect to the ownership, possession or use thereof whether such taxes or charges are levied against Lessor or Lessee. Such taxes or charges to be paid by Lessee shall include, without limitation, property, sales, rent, and use taxes, and any other tax measured by the gross rent payable hereunder, but shall not include net income or franchise taxes, if any, payable by Lessor. If such taxes are levied against Lessor, Lessor shall notify Lessee of such fact. Lessor shall have the right but not the obligation, to pay any such taxes, whether levied against Lessor or Lessee.
- In such event, Lessee shall reimburse Lessor therefore within five (5) days after receipt of invoice, and in the event Lessee shall fail to make any such reimbursement when due, Lessor shall have all remedies provided herein with respect to the nonpayment of the rental hereunder. Lessee, at its expense, shall pay any and all other charges related to the Equipment, including but not limited to, its registration, rental, shipment, transportation, delivery, installation, operation and/or removal. If any such charges are levied against Lessor, Lessor shall notify Lessee of such fact. Lessor shall have the right, but not the obligation, to pay any such charges, whether billed to Lessor or Lessee. In such event, Lessee shall reimburse Lessor therefore within five (5) days after receipt of invoice, and for the failure to make such reimbursement when due, Lessor shall have all remedies provided herein with respect to the nonpayment of the rental hereunder.
8. SECURITY DEPOSIT. At the Lessor's option, any security deposit made hereunder may be applied by Lessor to cure any default of Lessee in which event Lessee shall promptly restore the security deposit to its full amount as set forth in the Schedule. IF ALL THE

CONDITIONS HEREIN ARE FULLY COMPLIED WITH, AN AMOUNT EQUAL TO THE SECURITY DEPOSIT SHALL BE REFUNDED, WITHOUT INTEREST, TO THE LESSEE WITHIN THIRTY (30) DAYS AFTER THE RETURN OF THE EQUIPMENT TO THE LESSOR.

9. **ERRORS IN ESTIMATED COST - CHANGE IN RENTAL.** As used herein, Actual Cost means the cost to Lessor of purchasing and delivering the Equipment to Lessee including taxes, transportation charges and other charges. The amount of each rent payment, the security deposit, and the renewal rental initially set forth in the Schedule are based on an estimate of Actual Cost, and if the Actual Cost of the Equipment differs from the estimate, then each rent payment shall be adjusted proportionally. Lessee hereby authorizes Lessor to correct this figure set forth in the Schedule when the Actual Cost is known, and to add to the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments.

10. **USE.** Lessee shall use the Equipment only for lawful purposes and those purposes intended by the manufacturer and shall comply with all laws, ordinances and regulations relating to the use, operation or maintenance of the Equipment. Further, Lessee shall exercise due and proper care in the use, repair and servicing of the Equipment and at all times and at its expense shall keep and maintain the Equipment in good working condition, order and repair. Lessee shall make no alteration to the Equipment without the prior written consent of the Lessor. All replacement parts incorporated in or affixed to the Equipment after the commencement of this Lease shall become the property of the Lessor and shall be returned with the Equipment in accordance with the terms of this Lease.

Lessee covenants and agrees that the Equipment is, and at all times shall be and remain, personal property and at no time shall the Equipment become a fixture.

11. **PLACE OF USE; WAIVER OF LANDLORD'S LIEN.** Lessee shall keep the Equipment at its place of business as specified in the Schedule, which location must at all times be maintained in a manner consistent with the specifications and recommendations of the manufacturer of such Equipment. Lessee warrants that the Equipment will not be moved from the address as set forth as the location on the Schedule without Lessor's prior written consent. Lessee covenants and agrees not to allow the use of the Equipment by other than the employees of Lessee while on Lessee's business and such employee(s) shall be trained to use the Equipment in a manner consistent with the manufacturer's specifications and recommendations. Further, Lessee covenants and agrees not to rent or sublet the Equipment or any part thereof to others. If Lessee is the lessee or tenant of any premises in which the Equipment is at any time to be located, Lessee shall obtain from its Landlord, and deliver to Lessor, a written waiver of all liens against the Equipment prior to the time that the Equipment is installed or placed therein.

12. **RISK OF LOSS AND DAMAGE.** Lessee hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of Equipment shall relieve Lessee of the obligation to pay rent or any other obligation of this Lease. Lessee shall promptly notify Lessor in writing of any such loss, theft, damage or destruction of the Equipment. In the event of any such occurrence, Lessee, at the option of Lessor, shall at Lessee's expense (a) place the same in good repair, condition and working order, or (b) replace the same with like equipment of the same or later model in good repair, condition and working order, or (c) pay Lessor therefore in cash the "Stipulated Loss Value" as defined herein. The "Stipulated Loss Value" shall be the then existing fair market value of the Equipment determined by including its "re-sale" value, plus its fair rental value. Upon such "Stipulated Loss Value" payment, this Lease shall terminate with respect to such item of Equipment so paid for, and Lessee thereupon shall become entitled to such item of Equipment as-is-where-is, without warranty, expressed or implied, with respect to any matter whatsoever.

13. **INSURANCE.** Lessee shall obtain and maintain for the entire term of this Lease, at its own expense, property damage and liability insurance against loss or damage to the Equipment including, without limitation, loss by fire (including so-called extended coverage, theft, collision and such other risks of loss as are customarily insured against on the type of Equipment leased hereunder and by businesses in which Lessee is engaged), in such amounts, in such form and with such insurers as shall be satisfactory to Lessor; provided, however, that the amount of insurance against loss or damage to the Equipment shall not be less than the greater of the full replacement value of the Equipment or the installments or rent then remaining unpaid hereunder. The insurance policy shall insure the Equipment from time of its shipment by the supplier. Each insurance policy shall name Lessee as an insured and Lessor as additional insured and loss payee thereof as their interest may appear, and shall contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or of the cancellation thereof. Lessee shall furnish to Lessor certificates of insurance or other evidence satisfactory to Lessor that such insurance coverage is in effect during the entire term of this Lease. Lessee shall have no pro rata interest in any such policies or the proceeds thereof. Subject to the provision of Section 13 with regard to risk of loss, and without limiting such provisions in the case of any loss or damage covered by insurance, and only to the extent that such loss or damage is covered by such insurance, the proceeds of such insurance shall be applied at the option of Lessor (a) toward the replacement, restoration, or repair of any of the Equipment which may be lost, stolen, destroyed or damaged, or (b) toward the obligations of Lessee for rent hereunder, applied in inverse order in which the rent is to become due. In the event Lessor elects to apply insurance proceeds to the repair or to the replacement of damaged equipment, this Lease shall continue in full force and effect. In the event the Lessor elects to apply insurance proceeds to the payment of Lessee's obligations for rent hereunder, the Lessee's obligations for rent hereunder shall be reduced by the amount of such insurance proceeds, but, subject to the provisions hereof, the Lessee shall be liable to pay additional rents due. Such reduction of rents shall be allocated solely to the item or items lost, stolen, damaged or destroyed. Any amounts received by Lessee under such policies which are not used for the replacement, restoration or repair of said Equipment shall be paid to Lessor and shall reduce Lessee's obligation to pay rental hereunder pro tanto.

Lessee shall at all times carry and maintain public liability insurance, and any and all other insurance required hereunder, with responsible companies satisfactory to Lessor, in form and amounts satisfactory to Lessor, insuring against liability which Lessee or Lessor may incur by reason of the operation of any of the Equipment. All such policies shall name Lessor as an additional insured.

Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make any claim for, to receive payment for, and to execute, negotiate and endorse any documents, checks or other instruments in connection with any event giving rise to a payment or claim pursuant to any insurance policy described herein. Additionally, in the event Lessee fails to obtain in a timely fashion any insurance required pursuant to this paragraph, then Lessor may obtain such, at Lessee's expense, and Lessee hereby appoints Lessor as Lessee's attorney-in-fact for such purposes.

14. **ESCROW.** Lessor may, at its option, at any time require Lessee to pay sufficient funds into a separate escrow account maintained by Lessor for Lessee's account, to assure the future payment of any insurance premiums, taxes, license fees or other assessments referred to herein.

15. **TITLE, IDENTIFICATION, PERSONAL PROPERTY.** All the Equipment shall remain personal property, notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to any real property or any improvements thereon. The title to the Equipment shall remain in the party designated as Owner on the Schedule (herein "Owner"). No right, title or interest in the Equipment shall pass to Lessee other than, conditioned upon Lessee's compliance with the terms and conditions of this Lease, the right under the terms hereof to maintain possession of, and use the Equipment for lease term. Lessor may require plates, labels or markings to be affixed to or placed on the Equipment indicating Lessor's interest. If Lessor supplies Lessee with such plates, marking or labels, Lessee shall label any and all items of Equipment and shall keep the same affixed in a permanent and prominent place. In the event Lessor does not furnish such labels, plates or markings to Lessee within thirty (30) days from the commencement date hereof, Lessee shall attach its own labels, plates or markings to the Equipment indicating ownership thereof by Owner. Lessee agrees not to sell, assign, sublet, pledge, hypothecate, or otherwise encumber or suffer a lien or other encumbrance upon or against any interest in this Lease or the Equipment or to remove the Equipment from its place of installation without Lessor's prior written consent.

Lessee shall give Lessor immediate notice of any attachment or other judicial process, lien or encumbrance, affecting the Equipment and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall at its own expense, protect and defend Owner's title to the Equipment and Lessor's interest in the Equipment against all persons claiming against or through Lessee to the extent permissible by law.

16. **LATE CHARGES, ATTORNEY FEES, ETC.** Delinquent installments of rental shall bear interest at the highest lawful rate. In addition and if allowable by law, Lessee shall pay Lessor with respect to any delinquent installment, or part thereof, a service charge equal to five (5%) percent of the delinquent amount, or Two and 50/100 (\$2.50) Dollars, whichever is greater. In the event Lessor employs attorneys to enforce the obligations hereunder or to collect monies due hereunder and/or to recover the possession of the Equipment, Lessee shall pay to the Lessor all reasonable attorney fees incurred in connection therewith. Further, Lessee shall pay all of Lessor's costs of collection of any such monies or repossession of such Equipment, whether this Lease is placed in the hands of any attorney or not.

17. **FILING AS TRUE LEASE; SECURITY INTEREST.** Lessee shall execute any such documents for financing statements as Lessor

deems to be necessary or advisable and shall otherwise cooperate to defend the title and interest of Lessor and Owner to the Equipment. Lessee agrees to pay all costs of preparing and filing any such documentation. With respect to any financing statement, and/or continuation statement, the terms "debtor", and "secured party", and "collateral" on such UCC filing forms shall also be read to mean "Lessee", "Lessor" and "Leased Equipment", respectively. Lessor and Lessee agree that this is a true Lease transaction. It is expressly agreed and understood that any filings of this Lease, and/or financing statements, and/or continuation statements, shall not be deemed to affect the nature of this Lease as a true and bona fide equipment lease, but rather to give notice to all interested parties of the Lessor's absolute interest in the property. However, because the judicial decisions in this area of law are uncertain, and on advice of legal counsel, the parties have filed (or recorded) a financing statement(s) and have paid tax, fees, or documentary stamps thereon. In the event a court of proper jurisdiction should at any time in the future determine that the transaction between Lessor and Lessee is not a true leasing transaction, then it shall be presumed that the Lessee has hereby granted the Lessor a security interest in such Equipment, and that such filings were made to perfect the security interest.

Finally, to further secure Lessee's obligations under this Lease, Lessee hereby grants a security interest to Lessor, perfected by possession, in all monies, accounts, balances and other properties of Lessee in Lessor's possession.

18. **RIGHT OF INSPECTION.** The Lessor, its agents and representatives, shall have the right at any time during usual business hours to inspect the Equipment and for that purpose to have access to the location of the Equipment.

19. **NON-WAIVER.** Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's rights thereafter to demand strict compliance therewith or with any other provision herein. Waiver of any default shall not be deemed a waiver of any other default. Lessor's rights hereunder are cumulative and not alternative.

20. **POSSESSION.** Lessor covenants to and with Lessee that conditioned upon Lessee continually performing each and every condition hereof, Lessee shall peaceably and quietly hold, and use the Equipment, during the term without hindrance.

21. **INDEMNITY.** In addition to any other provisions herein, Lessee does hereby assume liability for, and does hereby agree to indemnify, protect, save and keep harmless the Lessor, its agents and servants and any assigns from and against, any and all losses, damages, injuries, claims, demands and all expenses, legal or otherwise (including court costs and attorney fees), of whatsoever kind and nature arising on account of any reason whatsoever, including but not limited to, the selection, purchase, delivery, possession, maintenance, leasing, return, use, condition (including, without limitation, latent and other defects and whether or not discoverable by the Lessee or the Lessor) or resulting from the operation of the Equipment or any part thereof, and by whomsoever used or operated, during the continuance of this Lease to the extent permissible by law. The indemnities and assumptions of liability contained in this Section shall continue in full force and effect notwithstanding the termination of this Lease, whether by expiration of time, by operation of law or otherwise. Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against, and Lessee shall be entitled to control the defense thereof.

22. **TAX BENEFITS.** Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Equipment (the "Tax Benefits"), including, but not limited to cost recovery deductions as provided in Section 168 of the Internal Revenue Code of 1965, as amended (the "Code") with respect to each item of Equipment for each of Lessor's taxable years during the Rental Term. Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a result of such loss of Tax Benefits.

23. **DEFAULTS AND REMEDIES.** The following events (each an "Event of Default") shall constitute Events of Default:

- (a) Lessee fails to pay any rent or other amount herein provided within three (3) days, after the same is due and payable;
- (b) Lessee fails to observe, keep or perform any provision of this Lease required to be observed, kept or performed by Lessee;
- (c) Lessee ceases doing business as a going concern;
- (d) A petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement);
- (e) A receiver is appointed for Lessee or its property;
- (f) Lessee commits an act of bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors;
- (g) Lessee attempts to remove, sell or transfer the Equipment;
- (h) Lessee, without Lessor's prior written consent, attempts to sublet the Equipment;
- (i) Lessee is in default to Lessor or Lessor's Assignee (as hereafter defined) under the terms of any obligation; or
- (j) Entry of a judgment against Lessee in excess of Twenty-Five Thousand Dollars (\$25,000.00).

Upon occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, Lessor may declare this Lease in default. Such declaration shall be made by written notice mailed to Lessee at the address specified as Lessee's address above. Upon the mailing of such notice, Lessee hereby authorizes Lessor at any time and from time to time to enter upon, with or without legal process, any premises where the Equipment may be located and take possession thereof at Lessee's expense. Additionally, upon the mailing of the notice declaring the Lease in default, Lessee, without further demand, shall pay to Lessor an amount equal to any unpaid rentals or other monies due on or before Lessor's declaring the Lease to be in default, plus as liquidated damages for loss of bargain, and not as a penalty, an amount equal to the total of all rentals remaining to be paid under the lease if no default occurred. Thereupon, Lessor shall (i) sell the Equipment at a private or public sale, in bulk or in parcels, with or without notice, and at Lessor's option, without having to have the Equipment present at the place of sale, or (ii) lease, otherwise dispose of or keep idle all or part of the Equipment subject, however, to its obligation to mitigate damages, and (iii) at Lessor's option, use Lessee's premises for any or all of the foregoing without cost, damages or otherwise. The proceeds of sale, lease or other disposition of the Equipment shall be applied first (1st) to all of Lessor's costs incurred in obtaining possession of and selling the Equipment, then second (2nd) to any unpaid sums or monies due Lessor under the Lease, including unpaid rentals, costs and any indemnification then remaining unpaid, then third (3rd) to the liquidated damages due Lessor under this Lease, and any surplus funds shall be retained by Lessor.

No remedy provided herein is intended to be exclusive, but each shall be cumulative, and shall be in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity.

Lessee shall pay Lessor all costs and expenses, including reasonable attorney's fees, incurred by Lessor in exercising any of its rights or remedies hereunder.

The exercise of any of the remedies provided herein shall not be deemed to constitute a termination of this Lease unless Lessor so notifies Lessee in writing.

24. **ASSIGNMENTS.** Neither this Lease nor Lessee's rights hereunder shall be assignable by Lessee except with Lessor's written consent. Lessor shall have the unqualified right to assign this Lease or any part hereof. Additionally, should the Owner as listed on the Schedule be any party other than Lessor, the Lessee understands that prior the execution of this Lease Lessor has agreed to lease the Equipment from Owner, and that this Lease constitutes a sublease of the Equipment to Lessee. Lessee understands in such case that Lessor, immediately upon execution of the Acceptance Certificate relating to this Lease, shall assign and transfer to Owner this Lease and any and all of Lessor's interest in the Equipment and Lease.

For the purpose of this Lease, whenever a party receives an assignment and transfer of this Lease from Lessor that party shall herein be referred to as "Lessor's Assignee".

The right of Lessor's Assignee to receive the rentals hereunder, as well as any other right of Lessor's Assignee, shall not be subject to any defense, set-off, counterclaim, or recoupment of Lessee against Lessor of any kind whatsoever.

Following any such assignment, the term "Lessor" as used herein shall be deemed to mean and refer to Lessor's Assignee.

25. **FINANCIAL STATEMENTS.** On written request by Lessor, Lessee shall annually, within ninety (90) days after the close of Lessee's fiscal year, furnish to Lessor financial statements of Lessee (including a balance sheet as of the close of such year and income and surplus statements for such year) prepared in accordance with generally accepted accounting principles and certified by Lessee's independent public accountants. If required by Lessor, Lessee shall also provide quarterly financial statements of Lessee, similarly prepared for each of the first sixty (60) days following the end of the quarter. Further, if required by Lessor, Lessee shall also provide quarterly written certification from that Lessee is not in default under any term of this Lease.

26. **NATURE OF TRANSACTION.** Lessee hereby acknowledges and represents that the lease transaction evidenced by this Agreement creates, and shall continue to be, a true and bona fide equipment lease under all applicable laws of the state in which the Owner has its principal place of business. In the event that it were alleged and/or determined for any purpose that the transaction evidenced by this

Agreement is other than a true and bona fide equipment lease, Lessee shall indemnify, protect, save and keep harmless the Lessor from and against any and all losses, damages, injuries, claims, demands and other expenses, legal or otherwise (including court costs and attorney fees), or whatsoever kind or nature, as a result of such allegation or determination to the extent permissible by law.

27. CHOICE OF LAW. This Agreement shall be deemed to have been made and entered into and shall be governed by the laws of the state in which the Owner, as shown in Section G. on the Schedule of this Lease, has its principal place of business.

28. SEVERABILITY. If any provision hereof, or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

29. PROVISIONS BINDING. It is further understood and agreed that all rights and liabilities herein given or imposed on either of the parties hereto shall be binding upon the successors and assigns of the parties to this Lease, except as otherwise provided herein.

30. MISCELLANEOUS. All notices relating hereto shall be mailed to Lessor or Lessee at the respective addresses shown on the Schedule. This Lease is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of Lessee's right of possession and/or taking of possession by Lessor or for any other reason. In the event this Lease is assigned by Lessor, Lessor's Assignee shall give Lessee notice of its address.

31. JOINT AND SEVERAL LIABILITY. If more than one Lessee is named in this Lease, the liability of each shall be joint and several.

32. DESCRIPTIVE HEADINGS. The descriptive headings of the various Sections of the Lease and any Schedule executed with reference thereto are inserted for convenience of reference, do not constitute a part of this Lease or any Schedule and no inference is to be drawn therefrom.

33. SEVERABILITY AS TO EQUIPMENT. Upon delivery to Lessee of less than all of the Equipment, this Lease shall be operative as to that part of the Equipment so delivered at the time of delivery, with rental and renewal rental reduced to that attributable to such part of the Equipment.

34. FURTHER ASSURANCES. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose of this Lease.

35. DEFINITIONS. Where appropriate in this Lease, words used in the singular shall include the plural, and words used either in the masculine or feminine or neuter shall include the other two genders.

36. ENTIRE AGREEMENT; WAIVER. This document and the Schedule constitute the entire agreement between the parties. This Lease cannot be modified except by a writing signed by all parties hereto. No supplier or agent thereof is authorized to bind Lessor or to waive or to modify any term hereof. No waiver by Lessor of any provision hereof shall constitute a waiver of any other matter.

37. NONAPPROPRIATION. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

LESSEE HAS READ AND APPROVED ALL PAGES COMPRISING THIS LEASE AND HEREUPON HAS ENTERED IN THIS LEASE.

As of the day and year first above written.

LESSOR: County Bank

By:_____

LESSEE: City of Moberly

By:_____
Brian Crane, City Manager

Lease Schedule No.A

This Equipment Lease Schedule is executed 8/15/2022, by the parties whose signature is affixed below as a Schedule to that certain Lease Agreement between the parties hereto dated 8/15/2022 (herein "Lease"). This Schedule contains additional terms and provisions which are an integral part of the Lease.

A. Equipment Leased:

Qty	Serial Number/Description	Price
1	2022 International HV507 SFA tandem axle	136,711
1	2022 International HV507 SFA single axle	185,991

Total Equipment Cost: \$322,702.00

B. TERM: Unless sooner terminated as set forth in the Lease, the term of this Lease respecting each item of equipment listed on this Schedule expires on the expiration of 36 months from the date the Acceptance Certificate is signed.

C. RENT: Except as otherwise provided in the Lease or in this Schedule, said rent shall be payable as follows:

3 rentals of \$113,865.46 beginning 8/15/2023 with a final rental due 8/15/2025.

THIS IS A NONCANCELABLE LEASE AND ALL RENTALS ARE ABSOLUTE AND UNCONDITIONAL OBLIGATIONS OF LESSEE. Unless sooner paid, all said rent shall be payable in any event on or before the expiration or sooner termination of this Lease.

D. LOCATION: The above described equipment shall be located at

2300 N Morley Street
Moberly, MO 65270

and shall not be removed therefrom without the prior written consent of Lessor.

E. DEPOSIT: NONE, pursuant to paragraph 8 of the Lease of which this Schedule is part.

F. SPECIAL CONDITIONS: (1) 0 advance rental(s) are due on the execution of the Acceptance Certificate, with one advance rental applied to the first lease payment, (2) Lessee is hereby given an option to purchase the Equipment at the end of the lease term for \$1.00.

G. OWNER: The Equipment leased herein is owned by County Bank (referred to in the Lease as "Owner").

H. Lessor does not provide tax information or advice. During the negotiation and execution of this lease, Lessor has not provided Lessee with any advice or counsel regarding the tax effect of this transaction on Lessee or anyone else. By initialing, Lessee is acknowledging that Lessee has not received such advice from Lessor and that Lessee will not claim Lessor has ever provided any such information or advice.

(____ Initials)

APPROVED AND AGREED TO by the parties below.

LESSOR: County Bank

LESSEE: City of Moberly

By:_____

By:_____
Brian Crane, City Manager

LEASE PROFILE

City of Moberly
101 W. Reed St.
Moberly, MO 65270

Tickets_____
Lotus_____
Exec. Rem._____
Res. Due_____
Tax Bill_____

Note #:		SS #:	
Date of Lease:	8/15/2022	Phone #:	
Equipment Cost:	\$322,702.00	Residual:	\$1.00
Total Note:	\$341,597.38	Interest:	\$18,894.38
Pay Schedule:	3 at 113865.46	Int. & Res.:	\$18,895.38
First Payment Date:	8/15/2023	County:	
Last Payment Date:	8/15/2025	Yield:	2.90 %
Equipment Description:	2022 International HV507 SFA tandem axle 2022 International HV507 SFA single axle	Sales Tax Rate:	0

	CHECKLIST	COMPLETED
Lease Agreement	_____	_____
Equip. Lease Sch.	_____	_____
Acceptance	_____	_____
UCC-1	_____	_____
Invoice	_____	_____
Guaranty	_____	_____
Insurance	_____	_____
Resolution	_____	_____
Landlord Waiver	_____	_____
Out of State Lease	_____	_____
Exemption Stmt.	_____	_____
Residual Guaranty	_____	_____

DATE OF PAYOFF:	_____	Tickets_____
NOTE BALANCE:	_____	Lotus_____
PURCHASE OPTION:	_____	Exec. Rem._____
AMOUNT RECEIVED:	_____	Res. Due_____
		Tax Bill_____
		Bill of Sale_____

ACCOUNT NAME	DEBIT	CREDIT	CALCULATIONS
Unearned Residual	_____		
Cash	_____		
Loss On Sale	_____		
Paid On Account		_____	
Gain On Sale		_____	
Residual Receivable		_____	

MUNICIPAL LEASE ACCEPTANCE CERTIFICATE

This Acceptance Certificate is executed in connection with that certain Municipal Lease dated as of 8/15/2022 ("Lease") between County Bank, as Lessor, and the undersigned, as Lessee. The terms used herein, which are defined in the Lease, shall have the same meanings as are provided therefore in this Agreement.

Lessee hereby represents, warrants, and confirms to Lessor that this Equipment described below has been duly delivered to Lessee at the premises referred to in the Municipal Lease Schedule dated 8/15/2022, that Lessee has duly inspected the Equipment and that Lessee hereby accepts the Equipment for all purposes of the Lease as being in accordance with specifications, properly installed and/or assembled in good working order, repair and appearance and without defect in condition, design, operation or fitness for use, whether or not discoverable by Lessee as of the date, provided, however, that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Equipment against the seller or any manufacturer of the Equipment or any part thereof.

LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE CONDITION, DESIGN, OR QUALITY OF THE EQUIPMENT; THE FITNESS OF THE EQUIPMENT FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE EQUIPMENT; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. THE LESSEE ALSO ACKNOWLEDGES THAT THE LESSOR HAD MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT.

LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY THE EQUIPMENT OF ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE EQUIPMENT OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM LESSOR'S OR LESSEE'S NEGLIGENCE OR OTHERWISE, BY THE USE OR MAINTENANCE THEREOF, OR FOR REPAIR, SERVICING OR ADJUSTMENT THERETO, OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS LEASE. LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LOSSES, LIABILITIES INCURRED OR SUFFERED BY THE LESSOR, LESSEE OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERY, OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT, OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT) TO THE EXTENT PERMISSIBLE BY LAW. FURTHER, LESSEE UNDERSTANDS AND AGREES THAT THERE SHALL BE NO ABATEMENT OF LEASE PAYMENTS DURING ANY PERIOD OF BREAKDOWN OR NONUSE OF THE EQUIPMENT. DESCRIPTION OF EQUIPMENT:

2022 International HV507 SFA tandem axle
2022 International HV507 SFA single axle

LESSOR: County Bank

By:_____

LESSEE: City of Moberly

By:_____
Brian Crane, City Manager

CERTIFICATE OF APPROPRIATION

I, Greg Hodge, Treasurer of City of Moberly (Lessee) hereby certify that all payments due by Lessee under that certain Municipal Lease Agreement dated as of 8/15/2022 between City of Moberly as Lessee, and County Bank as Lessor, for the fiscal year ending 6/30/2023, are within the limits of Lessee's fiscal year Budget and thereby constitute an available, and unencumbered appropriation for Lessee.

IN WITNESS WHEREOF, I have set my hand this the ____ day of _____, _____.

LESSOR: County Bank

By:_____

LESSEE: City of Moberly

By:_____
Greg Hodge

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds to fully fund all of Lessee's legal obligations in a fiscal period are appropriated to Lessee, or are otherwise unavailable in any fiscal period for Lease Payments due under this Lease, then the Lessee will immediately notify the Lessor or its assignee of such occurrence and, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for fiscal periods in which funds have been appropriated or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

Notwithstanding the foregoing, Lessee agrees (i) that it will include in its annual budget and its annual request for appropriations an amount sufficient to allow Lessee to make all Lease Payments for its next fiscal year; (ii) that, to the extent funds are legally available therefore, it will make all Lease Payments; (iii) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment, (iv) that it will not, for a period of one hundred eighty (180) days after termination pursuant to the provisions of this Section, acquire or use other equipment performing functions similar to the Equipment, and (v) that it will not during the term of this Lease give priority in the application of funds to any other functionally similar equipment. This paragraph will not be construed so as to permit Lessee to terminate this Lease in order to acquire or use any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

LESSOR: County Bank

By:_____

LESSEE: City of Moberly

By:_____
Brian Crane, City Manager

OPINION OF COUNSEL

TO:

County Bank
1615 North Moberly
Moberly, MO 65270

Re: Municipal Lease Agreement dated 8/15/2022

Gentlemen:

I have acted as Counsel to City of Moberly (the "Lessee") with respect to that certain Municipal Lease Agreement (the "Lease") dated 8/15/2022, by and between County Bank and the Lessee. I have reviewed the Lease and such other documents, records, and certificates of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

- 1. The Lessee is a municipal corporate agency and a political subdivision of the State of Missouri.
- 2. The execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee; and
- 3. The Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

Very truly yours,

Randall Thompson
(Attorney for the Lessee)

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the duly elected or appointed and acting _____ of Moberly City Council, a corporate agency duly organized and existing under the laws of the State of Missouri that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Municipal Lease Agreement dated 8/15/2022 between such entity and County Bank, ("Lessor").

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this ____ day of _____, _____.

SEAL

ESSENTIAL USE LETTER

County Bank
1615 North Moberly
Moberly, MO 65270

Re: Municipal Lease Agreement dated 8/15/2022
(hereinafter "Municipal Lease") by and between
the undersigned Lessee and County Bank,

Gentlemen:

This letter is being written with respect to the use of the Equipment (as that term is defined in the Municipal Lease) to be leased to the undersigned under the Municipal Lease Agreement. The Equipment will be used by the Lessee for the following purposes:

(State how and for what purposes the Equipment will be used)

The Lessee hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

Very truly yours,

LESSOR: County Bank

By:_____

LESSEE: City of Moberly

By:_____
Brian Crane, City Manager

City of Moberly

City Council Agenda Summary

Agenda Number: #12.
 Department: Public Utilities
 Date: August 15, 2022

Agenda Item: A Resolution Authorizing The City Manager To Enter Into A Bill Payment Services And Kiosk Purchase Contract with U.S. Payment, LLC.

Summary: The utility office is seeking to install an advanced payment technology, frequently utilized by organizations throughout the world today. As part of this installation, the City of Moberly will need to enter into agreement with the kiosk provided, US Payments, for transaction services and reporting, along with O&M services associated with the unit. This agreement sets the terms, fees and service deliverables during periods of unit failures. Moberly legal counsel has reviewed this agreement.

Annual support costs are based upon # of transactions and a background annual service fee of \$1,200.00. Combined, monthly unit operation costs are anticipated to be at or around \$400, depending upon the # of transactions. Fees are as follows:

Annual Subscription Fee:	\$1,200
Per Transaction Check:	\$ 0.38
Per Transaction Cash:	\$ 0.38
Per Transaction Credit Card:	\$ 0.38

A full suite of data becomes available to staff to monitor and report system performance and customer utilization and the system is fully compliant with Caselle, the city's soon-to-be-used software for finance and utility payment collection.

Recommended

Action: Approve the 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 checked="" type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call		Aye	Nay
Mayor			
M	S	Jeffrey	
Council Member			
M	S	Brubaker	
M	S	Kimmons	
M	S	Lucas	
M	S	Kyser	
		Passed	Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A BILL PAYMENT SERVICES AND KIOSK PURCHASE CONTRACT WITH U.S. PAYMENTS, LLC.

WHEREAS, the Utility Department sought proposals from interested vendors to provide a Utility Bill Payment Kiosk and associated support services; and

WHEREAS, proposals were received from four vendors and two of those proposals were evaluated by staff with the proposal of U.S. Payments, LLC., being the lowest responsible proposal; and

WHEREAS, previously this Council approved the purchase of a payment Kiosk; and

WHEREAS, attached hereto is a Bill Payment Services and Kiosk Purchase Contract (the "Contract") proposed by U.S. Payments, LLC to provide, among other things, transactions services and reporting along with O & M services for the payment kiosk for an annual fee along with monthly unit operation costs; and

WHEREAS, staff recommends approval of the Contract.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the proposal of U.S. Payments, LLC and authorizes the city manager to execute the Contract on behalf of the city and to take such other and further actions necessary to accomplish the purpose of this resolution.

RESOLVED this 15th day of August, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

BILL PAYMENT SERVICES AND KIOSK PURCHASE CONTRACT

This *Bill Payment Services Contract* (the “Agreement”) is made, executed, delivered and to be effective this ____ day of **August**, 2022, (the “Effective Date”) by and between **U.S. Payments, LLC**, an Oklahoma limited liability company (“USP”) and the **City of Moberly**, a Missouri Municipality (“Client”).

RECITALS

- A. USP owns a proprietary electronic bill presentment and payment service system whereby customers of companies such as Client may pay their monthly bills electronically (hereafter sometimes the “PaySite System”);
- B. Client desires to utilize for its benefit and for the benefit of Client’s customers (hereafter sometimes the “Customers”) those portions of the PaySite System as hereafter described with particularity; and
- C. USP is willing to allow Client and Customers to utilize those portions of the PaySite System hereafter described with particularity, but only upon all of the terms and conditions herein contained; and
- D. In addition to utilization of the PaySite System, Client desires to purchase from USP certain Kiosks (the “Goods”) as specified and identified within and pursuant to “Attachment C” attached hereto and made a part hereof by this reference.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and which includes, but is not limited to the mutual covenants, rights and obligations herein contained, the parties do hereby agree as follows:

- 1. *The Services*—Subject to the terms and conditions of this Agreement, USP shall make available to Client those features of the PaySite System more particularly described in the *Scope of Services*, attached hereto as “Attachment A” and made a part hereof by this reference. The portions of the PaySite System made available to Client pursuant to this Agreement are sometimes herein collectively referred to as the “Services.” USP is responsible for providing and maintaining sufficient infrastructure and staffing to enable it to provide the Services.
- 2. *Term*—The initial term of this Agreement shall be three (3) years, commencing on the Effective Date, unless sooner terminated as herein provided. This Agreement shall automatically be extended for four (4) additional successive terms of one (1) year each, unless either USP or Client give written notice to the other at least ninety (90) days prior to the expiration date of the then current term that it will not extend this Agreement beyond the then applicable termination date.
- 3. *Service Name and Ownership*—Subject to the terms of this Agreement:
 - A. Client may market the Services by reference to the name PaySite;
 - B. Client acknowledges and agrees the PaySite System and the Services constitute valuable and

proprietary intellectual property of USP and that nothing in this Agreement is intended to affect nor shall ever be construed as affecting USP's ownership of or proprietary rights in and to any and all of USP's intellectual property, rights and licenses constituting the PaySite System or any component thereof including any copyrights, trade secrets, patents and other intellectual and proprietary rights therein. All proprietary rights of USP, including without limitation, all intellectual property, and all rights and licenses in the PaySite System and Services, and the programs, methods of processing, specific design and structure of individual programs and their interaction and the programming techniques employed therein, shall all remain the property of USP. It is expressly understood and agreed that no title to or ownership of the PaySite System or any part thereof are transferred to Client or its Customers; and

- C. USP warrants that it owns rights and licenses in the operating systems sufficient to perform and support the Services. USP further warrants that said rights and licenses do not infringe on any known copyright, patent, trade secret, trademark or proprietary right. USP agrees to defend and hold harmless Client from any suit brought against Client for any alleged infringement based upon Client's use of the Services or PaySite System *provided* that Client fully cooperates with USP, which cooperation shall include, but not be limited to: (i) notifying USP as soon as possible of any suit or threat of suit or similar claim; and (ii) granting USP complete control of the defense of all such claims including the right to settle all claims.
4. *Marketing*—USP shall make available to Client sufficient product descriptions and other materials that allow Client to adequately inform Client's Customers of the availability of the Services. Client, during the term hereof, shall market the Services. Such marketing obligations shall include not less than the following:
- A. Client shall describe the Services on Client's web page and shall provide a link to USP's website; and
 - B. When appropriate, Client's customer service representatives shall direct Customers to the location of the PaySite terminals.

All costs attributable to Client's marketing obligations shall be the sole and exclusive expense of Client. Proposed marketing materials produced by either party shall be provided to the other party for approval before use.

5. *Pricing*—Client shall pay USP Fees as set forth in "Attachment B—Pricing" which is incorporated herein by this reference, and any expenses incurred by USP as a result of enhancements or customization as Client may request in writing, and which USP in its sole discretion chooses to implement.

Pricing shall be subject to change, increase, decrease, addition and deletion by USP. Notice of each such change will be given to Client sixty (60) days prior to implementation thereof. If Client does not agree to a price increase, Client may terminate the Agreement for cause, as provided in Section 7.

6. *Payment of Charges* —USP will invoice Client monthly, via email, at _____ (insert email billing address) for all sums which may become due USP from Client by virtue of this Agreement (except for Implementation Charges and costs set forth within *Attachment B—Pricing* which are payable upon the execution hereof, and except for the Goods, payment for which is governed by *Attachment C—Purchased Kiosk Terms and Conditions*).

Reimbursement of merchant fees, if applicable, shall be due within five (5) days of the date of each monthly invoice. All other monthly invoiced charges shall be due not later than thirty (30) days from the date of each monthly invoice. All invoices not paid when due shall accrue service charges at the rate of one and one half per cent (1.5%) per month from and after the due date thereof.

Payment of ongoing monthly invoiced charges is settled via ACH transfer from Client's Bank Account (and may be initiated by either Client or USP).

USP will settle and collect directly from Customers at the time of the transactions any convenience fees due from Customers (as set forth in *Attachment B—Pricing*).

7. *Termination of Services—*

- A. Client may terminate this Agreement at any time upon written notice to USP at least ninety (90) days prior to the desired termination date. If such termination is for cause (as hereafter defined), there shall be no early termination fee. If such termination is during the initial three year term hereof and without cause, the applicable early termination fee described hereafter shall apply and the notice of termination shall be accompanied by payment of an Early Termination Fee. Termination shall be deemed "*for cause*" only if such termination is due to: an increase in price as provided in Section 5; or a material default by USP of its obligations as set forth herein which USP fails to cure within thirty (30) days after notice thereof by Client to USP, or, if such default cannot reasonably be cured within said thirty (30) day period, if USP has failed to implement commercially reasonable measures to remedy the default within the thirty (30) day period and has further failed to continuously prosecute such remedy with due diligence; or a reason provided elsewhere in this Agreement. Termination hereof by Client for any other reason shall conclusively be deemed to be "*without cause*." The notice of termination from Client to USP shall detail the reason or reasons for such termination.
- B. Upon termination of this Agreement by Client without cause during the initial three (3) year term hereof pursuant to subpart A above, an Early Termination Fee shall be due in the sum of (\$1,000) to be adjusted *pro rata* monthly over the entire initial term of this Agreement and computed by reference to the number of months remaining in the initial term of this Agreement from the effective date of any early termination. It is specifically agreed that the Early Termination Fee herein provided is and shall be considered to be in the nature of reasonable liquidated damages, and not a penalty, the parties further agreeing that actual damages incurred by virtue of Client's early termination hereof without cause would be impractical or extremely difficult to ascertain.
- C. USP may terminate this Agreement upon notice to Client in the event of any one or more of the following occurrences:
 - i. Client's failure to timely remit any payment then due USP pursuant to any term or provision of this Agreement, in which case the Agreement may be terminated by USP immediately; or
 - ii. Client's breach of any other Client obligation arising under this Agreement unless Client cures such breach within 30 days of USP's notice of its intent to terminate this Agreement; or
 - iii. USP or USP's financial institution determines operating the Service for Client becomes high-risk relative to compliance with state or federal law.
- D. Either party may terminate for cause should an authority having jurisdiction to make such

determinations determines that any Service being provided hereunder or any fee being charged by virtue hereof is in violation of any federal or local law, statute, rule or regulation in which case this Agreement may be terminated immediately.

- E. Any termination of this Agreement by USP shall be without prejudice to any action by USP to recover delinquent or unpaid charges or for any other damages to which it may prove itself entitled.
 - F. Any termination of this Agreement shall be subject to the parties' completion and performance of obligations incurred by virtue of any transactions through the time of any such termination.
8. *Confidential Information*—All obligations imposed by this Agreement regarding confidentiality shall survive any termination of this Agreement for any reason whatsoever, and:
- A. Except for information in the public domain, or obtained through other sources without a violation of this Agreement, Confidential Information shall include, but not be limited to, information regarding each respective party's business, business plans, pricing, operations, data, (including Customer data), intellectual property, software, and ancillary information related to each party's business. The terms of this Agreement are considered confidential and it is the express intent of the parties that Confidential Information, as used herein, be defined, interpreted and construed as broadly and liberally as legally possible to include any and all information, facts or knowledge provided to or observed or derived by a party regarding, in any manner the other party's Confidential Information or any information ancillary or pertinent thereto.
 - B. Except as expressly authorized by prior written consent of the disclosing party, the receiving party shall limit access to Confidential Information to its employees who have a need-to-know, and advise those employees of the obligations set forth in this Agreement and use all Confidential Information of the disclosing party solely for purposes of carrying out the business transactions between the parties contemplated by this Agreement and for no other purpose whatsoever.
 - C. Following the termination of this Agreement for any reason and upon the request of the disclosing party, the receiving party shall, within twenty (20) days thereafter, surrender to the disclosing party all Confidential Information of the disclosing party and certify that no copies have been made or retained.
 - D. The parties acknowledge that the disclosing party may be irreparably harmed if the receiving party's obligations under this Section are not specifically enforced and that the disclosing party would not have an adequate remedy at law in the event of an actual or threatened violation by the receiving party of its obligations. Therefore, the receiving party agrees: (i) that the disclosing party is entitled to advance notice—commercially reasonable under the circumstances—of any request for Confidential Information so the party providing the Confidential Information may seek injunctive relief, if appropriate; and (ii) that the disclosing party may be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by the receiving party, its employees or agents, without the necessity of the disclosing party showing actual damages or that monetary damages does not afford an adequate remedy. Such injunctive relief shall not preclude recovery for monetary damages sustained or for cost of the action including reasonable attorney fees.
9. *Anti-Money Laundering (AML) and Compliance*—both parties agree to cooperate with the other in a commercially reasonable manner to help prevent money laundering. Client acknowledges USP has a Bank Secrecy Act (BSA) Policy and is required to report to its financial institution, FinCEN,

and various state banking authorities regarding activity related to payment processing. Client agrees to provide USP with information requested from time to time to meet these regulatory obligations. If client chooses to not provide required information, USP, in its sole discretion, may choose to restrict any Customer of Client from using the PaySite service if USP determines that Customer engages in suspicious or fraudulent activity.

Client will not knowingly do business with, or create an account for, anyone on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) and Blocked Persons list. Client is responsible for evaluating payments from Customers to identify money laundering activity through the various channels offered by Client.

10. *Force Majeure*—

- A. *Liability and Definition.* Except as otherwise provided herein, neither party shall be liable for any delay or performance of, or the inability to perform, any obligation required by this Agreement when such delay or inability is caused by a *force majeure* occurrence. *Force majeure*, as used herein shall mean the following: acts of God, wars, governmental or court orders, regulatory or legislative changes by any local, state or federal governmental agency, strikes, work stoppages, or other occurrences not within the control of the party affected thereby.
- B. *Action on Occurrence of Claimed Force Majeure.* Upon the occurrence of a claimed event of *force majeure*, the affected party claiming same shall: (i) promptly notify the other party in writing thereof, furnishing a full description of the pertinent circumstances and the basis and rationale of the claimed event of *force majeure*; and (ii) remedy to the extent practicable with all reasonable dispatch the cause or causes claimed as preventing it from carrying out this Agreement.
- C. *Termination of Agreement.* In the event that either party's performance under this Agreement is suspended or rendered impracticable by reason of a *force majeure* event for a period in excess of ninety (90) days, either party shall have the right to terminate this Agreement, upon ten (10) days written notice, without further obligation.

11. *Data Security*—USP is responsible for the security of cardholder data in USP's possession or otherwise stored, processed, or transmitted on behalf of the Client, or to the extent USP could impact the security of the client's cardholder data environment. As such, USP retains and logical control of the Goods during the term of this Agreement. Client shall not tamper with the computer or other applicable hardware or software in a way that might compromise USP's ability to maintain security of cardholder data.

12. *NACHA Compliance*—Pursuant to NACHA Operating Rules, subsection 2.2.2, Client agrees to the following:

- A. Authorization of the financial institution designated by USP to originate Automated Clearing House ("ACH") entries on behalf of the Client to the Client's Customers' accounts.
- B. To be bound by all NACHA Rules as may be applicable to the Agreement.
- C. Not to originate entries violating laws of the United States.
- D. To any restrictions on entry types that may be originated.
- E. That the financial institution designated by USP for purposes of this Agreement may terminate or suspend origination for breach of NACHA rules in a manner that allows the financial institution to comply with the NACHA rules.

F. That the financial institution designated by USP has the right to audit compliance with the Agreement and applicable NACHA rules.

13. *Relationship of the Parties*—This Agreement is entered into by the parties for the sole and express purpose of governing the relationship between them. USP is a limited agent of Client for the sole and limited purpose of accepting and delivering money or other monetary value from Customers of the Client for the purpose of paying the obligation owed by the Customer to Client. The payment of money or other monetary value to USP by the Customer of Client shall satisfy that portion of the customer's obligation to Client as provided by and otherwise in accordance with the terms of this Agreement. In performing the Services to be provided hereunder, USP is an independent contractor. Nothing in this Agreement shall be deemed or considered a joint venture, partnership, or franchise. Except as expressly provided herein, no party shall have the authority to legally bind the other party to any liability, contract, or expense.
14. *Notices*— All notices or other communications which may be given or which are required to be given by either party to the other and any exercise of a right provided by this Agreement shall be effective only in in a dated writing that is either: (i) personally delivered to the officer of the intended recipient at the office address specified below; (ii) sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the office address specified below; or (iii) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, addressed to the intended recipient at the office address specified below. Notices shall be effective on the earlier of the date of: (a) delivery or receipt, or, (b) if notice is by certified or registered mail or overnight delivery service as provided above, on the third day after the date the notice or other communication is mailed or delivered to the custody of a nationally recognized overnight delivery service for delivery. For purposes of this Notice Section, the addresses of the parties for all notices shall be as follows (unless changed by the party whose address is to be changed in accordance with the provisions of this Notices Section):

If to Client:

City of Moberly

Attention: its _____
101 West Reed Street
Moberly, MO 65270

If to USP:

U.S. PAYMENTS, LLC
Attention: its President
7130 South Lewis Ave. Suite 1000
Tulsa, OK 74136

Neither email nor facsimile communications shall constitute notice.

15. *Assignment*— Neither this Agreement nor any of the rights or obligations under it may be assigned, delegated, sub-licensed or transferred (by operation of law or otherwise) by either party without the prior written consent of the other party except that USP may, at its sole discretion; subcontract performance of various components of its obligations under this Agreement; and assign its rights and obligations to (i) any subsidiary, affiliate or parent entity of USP and (ii) any purchaser or transferee of substantially all the stock or assets and liabilities of USP. Each party shall provide the other 60-day notice of any sale or transfer.

16. *Third Party Beneficiaries*— This Agreement is made solely and specifically between and for the benefit of the parties hereto and their respective successors and any permitted assigns. No other person, firm or entity whatsoever shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
17. *Insurance*— USP shall, at its expense, during the term of this Agreement, keep in full force and effect General Comprehensive Liability Insurance. Client will insure or self-insure the Goods and cash in kiosks owned by Client and retain any associated risk of loss.
18. *Exclusion of Certain Damages*— USP specifically DISCLAIMS and the parties specifically and explicitly agree that *under no circumstances whatsoever* shall USP ever be liable for any SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF USP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES arising in connection with this Agreement or the alleged breach or violation hereof, and any damages recoverable by Client as the result of any alleged breach of any provision hereof shall never exceed the total fees actually paid to USP during the term hereof pursuant to this Agreement. The pricing for the Services stated in this Agreement is a material consideration in limiting USP's liability and Client's remedies.
19. *Disclaimer of Warranties*— **EXCEPT AS OTHERWISE EXPLICITLY SET FORTH HEREIN, USP SPECIFICALLY DISCLAIMS AND MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED AND THE SAME ARE HEREBY EXCLUDED FROM THE TERMS OF THIS AGREEMENT.**
20. *Compulsory Mediation*— If any dispute arises out of or relates to this Agreement, or any alleged breach hereof, and if the dispute is not promptly settled or resolved by agreement of the parties, it shall be a mandatory condition that the aggrieved party shall first by notice to the other party initiate a mediation. The parties hereto agree in such event to endeavor in good faith to settle any such dispute by a mediation to be administered by the American Arbitration Association under its Commercial Mediation Rules (or by such other mediation service and rules as to which the parties may then mutually agree). If a party refuses to mediate as required hereby (or fails within 7 days of written demand to mediate to agree thereto) then the aggrieved party shall be excused from this mandatory, condition precedent and may thereupon immediately initiate arbitration proceedings as hereafter provided.
21. *Entirety of Agreement*— This Agreement, together with all Attachments, constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations between the parties, whether written or oral, with respect to such subject matter.

22. *Modification, Amendment, Supplement or Waiver*— No modification, amendment or supplement to this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by an authorized representative of each party hereto. No waiver of any of the provisions of this Agreement shall be binding unless reduced to writing, dated and executed by the party sought to be charged therewith. A failure or delay of either party to this Agreement to enforce any provision hereof, to exercise any option which is herein provided or to require performance of any provision hereof shall in no way be construed to be a waiver of such provision. Pre-printed terms and conditions in order and acknowledgment documents issued pursuant to this Agreement by one party to the other are not binding.
23. *Severability*— In the event a court of competent jurisdiction shall determine that any of the provisions of this Agreement are invalid, illegal or unenforceable, the parties shall negotiate in good faith in an attempt to agree on a mutually acceptable valid, legal and enforceable substitute provision consistent with the original intention of the parties hereto. If the parties are unable to agree upon a substitute provision, then either party may terminate this Agreement upon ninety (90) days' notice to the other party.
24. *Attorneys' Fees*— In any litigation as may be required to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and all costs of such litigation through all trial and appellate levels and post-judgment proceedings.
25. *Attachments*— The terms and conditions of any and all attachments and exhibits hereto as amended from time-to-time by mutual agreement of the parties or in accordance with the terms of this Agreement, are incorporated herein by reference and shall constitute part of this Agreement as if fully set forth herein. This Agreement shall be construed and interpreted wherever possible to avoid conflict between the provisions hereof and any attachments hereto. Provided that, if any conflict shall arise, the specific provisions of this Agreement shall control.
26. *Headings*— The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.
27. *Counterparts*— This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures submitted electronically shall be deemed to have the same force and effect as original signatures.
28. *Survival*— The following provisions of this Agreement shall survive the expiration or termination of this Agreement: (i) provisions relating to protection of Confidential Information; (ii) all obligations and liabilities incurred prior to the expiration or termination; (iii) provisions requiring and relating to mediation and arbitration; and (iv) provisions which by their express terms shall survive the expiration or termination.
29. *Binding Effect*— This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and any permitted assigns.
30. *Compliance with Laws*—Each party will perform its obligations under this Agreement in strict compliance with all applicable laws, orders or regulations of all appropriate jurisdictions.
31. *Execution Authority*—Every individual affixing his or her name hereto on behalf of a party warrants and represents they have all necessary and legal authority to bind their company to the obligations within this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the Effective Date.

City of Moberly (Client)

By: _____

(print full name of authorized signer)

Its _____ and duly authorized agent.
(print capacity in which signed)

U.S. Payments, LLC (USP)

By: _____

Tim Neece _____

Its President and duly authorized agent "USP."

Attachment A—Scope of Services

Summary of Services: USP will provide to Customers of Client the ability to pay their bill at the PaySite kiosk payment terminal. Customers will be given the option to pay their Client bill with a personal check (converted to ACH), cash, credit card and pinless debit card.

At the end of each processing day, a payment file will be forwarded to Client for processing. Support will be provided to Client and its Customers by USP.

PaySite Configuration:

- ┃ Touch Screen
- ┃ Audio: English and Spanish
- ┃ Kiosks are multi-biller
- ┃ Payment methods available: cash, check, credit/debit
- ┃ Kiosk does not provide change; overpayments are forwarded to Client
- ┃ Check payments are converted to an electronic transaction (ACH/POP)
- ┃ Each kiosk updates the USP database real-time
- ┃ Receipts are provided for each transaction in English or Spanish

PaySite Bill Payment Experience:

- ┃ Touch screen to exit attract loop
- ┃ User disclosure (Accept/Decline)
- ┃ Choose English or Spanish (choice provided on most screens throughout the process)
- ┃ Select a category
- ┃ Select a biller
- ┃ Customer enters account number (barcode or OCR; and manual input)
- ┃ Client provides an account number algorithm to validate numbers provided by Customers
- ┃ Enter last name
- ┃ Enter phone number and PIN (i.e., last 4 digits of SSN or Birth date)
- ┃ Select a payment method
- ┃ Fee disclosure (if applicable)
- ┃ Customer enters amount they wish to pay (check and credit/debit transaction only)
- ┃ Payment inserted (cash, check or card)
- ┃ Checks are marked “Electronically Presented” then returned to Customer (if applicable)
- ┃ Payment amount and fee are displayed
- ┃ Transaction is complete
- ┃ Receipt is printed

PaySite Receipt Information:

- † Date and time of transaction
- † PaySite terminal number
- † PaySite location
- † Payment method
- † Client name
- † Customer account number
- † Check (if applicable)
 - Serial number
 - Last 4 digits of account number
- † Card (if applicable)
 - Last 4 digits of card number
 - Authorization number
- † Bill payment amount
- † PaySite processing fee
- † Transaction total
- † Receipt reference number
- † Transaction ID#
- † USP toll free number for questions

If paying by check, the receipt will restate the Customer's authorization to convert their check to an electronic transaction.

Daily Processing:

- † USP will compile the Client transactions for the processing day
- † USP will provide Client a remittance file formatted as instructed by Client
- † USP will provide access to the daily remittance and reports files
- † Memo posts of transactions (if applicable) are sent 24x7x365
- † Real time posts of transactions (if applicable) are sent 24x7x365
- † USP will complete daily remittance, reports and deposits on all open business days (business days are defined as Monday through Friday)
- † Holiday processing and reports are provided on the next business after holidays.
- † Holiday schedule:
 1. New Year's Day
 2. Martin Luther King Jr. Day
 3. President's Day
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Columbus Day
 8. Veterans Day
 9. Thanksgiving Day
 10. Friday after Thanksgiving
 11. Christmas Eve
 12. Christmas Day

Daily Reports:

- 📄 Daily Payment
- 📄 Kiosk Payment Report
- 📄 Chargeback Report
- 📄 New Accounts

The Administrative Console provides additional access to reports.

Funds Settlement:

- 📄 Client provides to USP bank account and routing number for settlement of payments
- 📄 USP initiates credit to Client through the Federal Reserve the next business day after Customer(s) initiated payment(s); normally applied to Client account on day two
- 📄 Client's account is charged (or netted) for charge backs and/or returns for ACH payments

Customer Care:

- 📄 USP Customer Care is available Monday through Friday 7:00 a.m. to 6:00 p.m., CST
- 📄 Voice Mail is available 24-hours a day, 7-days a week
- 📄 USP will attempt to return voice mail messages the same day they are received
- 📄 USP will provide Spanish speaking Customer Care support

Security/Compliance:

- 📄 USP is responsible for system and application compliance to current and future versions of PCI DSS specifications.
- 📄 USP provides IT/backend support for both the software at the kiosks and the connection to clients billing software (if applicable).
- 📄 USP is responsible for keeping all software licensing and antivirus protection installed and up to date.
- 📄 USP is responsible for adherence with all rules and regulations for processing payments (e.g. Credit Card, ACH, etc.) including but not limited to PCI, State and Federal regulations dealing with data breach and card security processes.

Cash Servicing for Office Kiosk:

- 📄 Client personnel may remove cash from kiosks and make deposits to a USP account or USP will debit Client's designated account.
- 📄 Client may contract with an armored car service for cash handling. Deposits shall be made to a USP account or USP will debit Client's designated account.
- 📄 USP may contract with an armored car service. Client shall be invoiced monthly at cost for armored car service expense.

Maintenance for Office Kiosk:

- 📄 USP technical staff is actively monitoring the network for cash levels, connectivity, and software/hardware errors.
- 📄 USP support staff is on-call 24/7.

- 📌 Client may report problems by phone and/or email.
- 📌 During business hours, USP may request Client personnel to physically examine the status of office kiosks, Internet connection and/or on site troubleshooting (reboot kiosk, receipt paper jam, etc.).
- 📌 In the event of a complex issue or hardware malfunction, USP may dispatch a local technician.

Attachment B—PaySite Service Pricing

<i>Description of charges paid by Client</i>	<i>Cost/Unit Price</i>
--	------------------------

Client Office Kiosk Pricing

- | | |
|---|---------|
| 1. Implementation | \$0.00 |
| a. Training materials. | |
| b. Access to Administrative Console. | |
| c. Development of file formats. | |
| 2. Annual Subscription Fee | \$1,200 |
| 3. Transaction Fee Paid by Client at Office Location (cash, check, card)..... | \$0.38 |
| 4. Returned Items (NSF, Fraud, etc.) | \$3.00 |

Retail Kiosk Pricing

- | | |
|--|----------|
| 1. Monthly Kiosk Fee-Existing Retail Locations..... | \$0.00 |
| 2. Monthly Kiosk Fee-The Greater of ¹ (per <i>new</i> retail network location)..... | \$400.00 |
| 3. Transaction Fee Paid by Client at Retail Location (cash, check, card)..... | \$1.00 |
| 4. Returned Items (NSF, Fraud, etc.) | \$3.00 |
| 5. Merchant expenses associated to card payments are billed as a pass through. | |

† The fees set forth above do not include cash retrieval services (cash handling and/or armored services) or fees charged by retailers for placement of the kiosk at the retailer's establishment. These additional charges, if applicable, shall be negotiated between USP and Client on a case by case basis, outside of this agreement.

† If Client chooses to offer credit/debit as a payment option to end-users, USP will include the associated merchant fees on the monthly invoice.

† Client may choose to offset charges through convenience fees to end-users. Convenience fees are negotiated on a case-by-case basis.

† Some transactions may require USP to file reports as required by State and/or Federal law. In such instances, compliance filing fees may apply and will be negotiated on a case-by-case basis.

¹ Client pays the greater of the monthly fee or the sum of the transaction fees.



NOTE: *The installation of Kiosks and all peripherals is the Client's responsibility, and completed at Client's sole cost and expense and in material conformity with USP's guidelines and specifications. Client responsibilities include, without limitation:*

1. Internet connection and power for each machine.
2. Construction and construction costs associated for building modification and/or protective structure for hosting outdoor machine.

**Attachment C—Purchased Kiosks
Terms and Conditions**

Product	Unit Price	Quantity	Total
<i>Indoor Kiosk</i> Includes the following components: Barcode Scanner, Cash Acceptor, Cash Lock, Anti-Tampering Alarm Lock (not monitored), Check Reader, Computer, Credit Card Reader, Printer, Touchscreen, Speakers, and Surge Protector.	\$11,700.00	0	
<i>Outdoor Kiosk</i> Includes the following components: Alarm Lock, Barcode Scanner, Cash Acceptor, Cash Lock, Anti-Tampering Alarm Lock (not monitored), Computer, Credit Card Reader, Printer, Touchscreen, Speakers, and Surge Protector. This machine requires access to ventilation.	\$17,850	1	\$17,850
<i>Custom Vinyl Wrap</i>	\$700.00	1	
<i>3 Year Limited Warranty</i>	Included	1	Included
<i>Post-Warranty Service</i>	\$300.00 per service call +parts and shipping		

Subtotal \$ 18,550

Tax exempt

Shipping (to be
billed separately) TBD

Total \$18,550

1. *Sale of Goods.* USP agrees to sell, transfer and deliver the Kiosks specified herein (the “Goods”) to Client Buyer for the prices set forth herein, subject to all of the terms and conditions hereof. Client agrees to purchase the Goods subject to all of the covenants, terms and conditions hereof, and to pay Seller the purchase price set forth herein.
2. *Terms of Payment.* Client’s Payment of the purchase price for the Goods shall be due within 10 days of receiving an invoice. All sales, excise, or other forms of taxes, including tariffs, shall be paid by Client. Taxes shall at all times be the responsibility of the Client, whether calculated at the time of Buyer’s purchase or upon delivery to Client. Client acknowledges and agrees to pay any such taxes passed through to the Client.
3. *Shipment, Title and Risk.* The Goods shall be shipped F.O.B., USP’s Tulsa, OK facilities, freight prepaid, to Client at:

City of Moberly
101 West Reed Street
Moberly, MO 65270

Client shall be responsible for all shipping and insurance costs, including without limitation, packing, crating, cartage and freight costs. Except with respect to payment of amounts due by Client to Seller, time is not of the essence hereunder. Unless otherwise agreed, USP will choose the common carrier. Client must notify USP within thirty days of the date of USP’s invoice for the Goods if Client believes any part of the Goods is missing, wrong, or damaged. Client is responsible for inspecting the Goods upon delivery and must note any visible damage on the proof of delivery or other delivery receipt. USP is not responsible for any visible shipping damages not noted on the delivery receipt.

USP warrants it has and will convey good and marketable title to the Goods. Irrespective of any provisions concerning freight or price, title to the Goods and risk of loss or damage shall pass to Client upon USP’s delivery of the Goods to the carrier.

4. *USP’s Limited Express Warranty.* USP warrants to Client (this Limited Express Warranty not being assignable) that the Goods shall be free from defects in material and workmanship for 36 months from date of shipment. Written notice of any claim under this warranty must be given to USP within the time specified herein and the Client must afford USP a reasonable opportunity to inspect the Goods in unaltered condition and evaluate any warranty claims.

USP’s warranty of the Goods does not cover any conditions resulting from: (i) accident or neglect by Client or any third party; (ii) any third party items or services with which the Goods are used or other causes beyond USP’s control; (iii) installation, operation, or use not in accordance with USP’s instructions or applicable documentation; (iv) use in an environment, in a manner, or for a purpose for which the Goods were was not designed; (v) modification, alteration, or repair by anyone other than USP or its authorized representatives; or (vi) theft, vandalism, or force majeure.

There are NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BEYOND THE FOREGOING. The Limited Express Warranty herein is EXTENDED IN LIEU OF AND TO EXCLUSION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL USP BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF THE PRICE FOR THE GOODS.

5. *Remedies.* Client's remedies shall be limited to repair or replacement by USP of Goods which do not conform to USP's Limited Express Warranty, or at USP's option, the return by USP to Client of the purchase price of any such Goods.
6. *Intellectual Property.* Client acknowledges and agrees that all patents and patentable ideas, trademarks, copyrights, mask work rights, molds and tools of USP shall be the sole and exclusive property of USP, and Client shall have no claim or right to the title or ownership of any such intellectual property created by USP. Further, to the extent that title or ownership to any such intellectual property may vest in Client by operation of law, Client hereby irrevocably agrees to assign to USP all right, title and interest in and to such intellectual property.
7. *Exclusive Terms and Conditions.* As to the sale of the Goods by USP to Client, these Terms and Conditions constitute the complete, exclusive, and fully integrated statement of terms and conditions.
8. *Export Restrictions:* Client shall never export or re-export any of the Goods in violation of any applicable laws or regulations of the United States.

City of Moberly

City Council Agenda Summary

Agenda Number: #13.
 Department: City Clerk
 Date: August 15, 2022

Agenda Item: An Ordinance Establishing The Tax Levy For The City Of Moberly, Missouri For The Year 2022.

Summary: This Ordinance follows Missouri State Statutes and must be adopted by September 1, of each year in order to collect taxes for the year. A public hearing was held on May 16, 2022. The rates stated in the Ordinance have been approved by the Missouri State Auditor.

Recommended

Action: Approve the attached Ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE TAX LEVY FOR THE CITY OF MOBERLY, MISSOURI FOR THE YEAR 2022.

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

SECTION ONE: There is levied for the year 2022 for general revenue purposes for the fund known as the **“General Fund”**, on all property subject to taxation within the City of Moberly, Missouri, the sum of \$0.7294 on each \$100.00 of valuation thereof.

SECTION TWO: There is hereby levied for the year 2022 on all property subject to taxation in the City of Moberly, Missouri of \$0.3385 on each \$100.00 valuation thereof for the fund known as the **“Park Fund”**.

SECTION THREE: This Ordinance shall take effect and be in force 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 on this 15th day of August 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



RECEIVED

AUG 09 2022

Randolph County Clerk

NICOLE GALLOWAY, CPA

Missouri State Auditor

CERTIFICATION LETTER

August 08, 2022

County Clerk
 Randolph County
 372 Hwy JJ, Ste. 2B
 Huntsville, MO 65259-0000

RE: 09-088-0007 City of Moberly

Dear County Clerk:

We have received information to substantiate compliance with Missouri law for the 2022 property tax rates for the above-captioned taxing authority. Section 137.073.6, RSMo, requires the State Auditor to examine such information and return to the county clerk our findings regarding the property tax rate ceilings and the debt service levy, if applicable. The State Auditor's Office has relied on information presented and representations made by the taxing authority for our review of the tax rate ceiling(s) and actual property tax rate(s) levied. Our findings are based upon existing constitutional provisions, statutes, rulings, and court decisions.

We understand that the taxing authority's property tax rate ceiling(s) and actual property tax rate(s) levied for 2022 to be as follows:

Purpose	Tax Rate Ceiling or Maximum Allowable Debt Service	Sales Tax Reduction	20% Required Reduction 1st Class Charter County Political Subdivision Not Submitting Estimate Non-Binding Tax Rate	Voluntary Reduction	Recoupment Rate	CERTIFIED RATE	Taxing Authority's Proposed Rate	Complies with MO Laws Yes/No
General Revenue	0.7294	0.0000	0.0000	0.0000	0.0000	0.7294	0.7294	Yes
Parks & Recreation	0.3385	0.0000	0.0000	0.0000	0.0000	0.3385	0.3385	Yes

Based on the information submitted by the taxing authority we find the CERTIFIED RATE(S) for the taxing authority as listed above, complies or does not comply with the provisions Section 137.073, RSMo, as indicated above. Any taxing authority levying a rate(s) higher than the certified rate(s) is/are not in compliance with Missouri laws. All tax levies not in compliance will receive a Notification of Non-Compliance Letter sent certified mail, will be referred to the Missouri Attorney General's Office pursuant to Section 137.073.6(2), RSMo, and will also be noted in our Review of 2022 Property Tax Rates report. A copy of this letter must be sent by your office to the above captioned political subdivision to comply with Section 137.073.6, RSMo.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#14.

Department: Comm. Dev.

Date: August 15, 2022

Agenda Item: An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application And Preliminary Development Plan Application Of Knox And Haynes Properties, LLC For Property Located In The 300 Block Of Terrill Road.

Summary: The proposed site is located in the 300 block of Terrill Rd and currently is zoned B-3 (General Commercial District). The proposed Minor Subdivision is for a residential use and requires a re-zoning of the lot to align with the remaining zoning along Terrill Rd. The developers are requesting a re-zoning of the lot to R-2 (One and Two Family Residential) to align with the lots to the east of the property. The parcel of land is surrounded on most sides by residential property.

The proposed minor subdivision is a new subdivision with utility services currently on site for the majority of the properties. The far west and east are both served by sewer lines and the middle lots are requiring an extension of the sewer service on the east to their locations for development. The developer has agreed to build this sewer extension at their cost and to the specifications of the City of Moberly. The water line is already present on the south side of Terrill Rd that will serve the property and the road for access is already paved. The size of the proposed lots ranges from 7800 sq ft to 8300 sq ft. All R-2 zoning regulations are able to be met with the current lot survey that has been provided.

The Planning & Zoning Commission recommended approval for the request of the rezoning and the minor subdivision.

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___ **Kyser**

M___ S___ **Lucas**

Passed Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION AND PRELIMINARY DEVELOPMENT PLAN APPLICATION OF KNOX AND HAYNES PROPERTIES, LLC FOR PROPERTY LOCATED IN THE 300 BLOCK OF TERRILL ROAD.

WHEREAS, Knox & Haynes Properties, LLC., submitted its Rezoning Application and Preliminary Development Plan Application to the Zoning Administrator on June 22, 2022, to rezone property located in the 300 block of Terrill Road from B-3 (General Commercial District) to R-2 (One and Two Family Residential District) and to approve the preliminary plat for Timber Springs Subdivision; and

WHEREAS, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on July 25, 2022, 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, after proper Notice a hearing was also held before the City of Moberly Planning and Zoning Commission on July 25, 2022, to consider the application to approve the preliminary plat for the Timber Springs minor subdivision, at which time the Commission recommended approval of the plat subject to the applicant extending sewer service at its cost to city specifications and to install sidewalks or make payments in lieu of sidewalks for the subdivision.

WHEREAS, the City Council has considered the rezoning application and the final Timber Springs subdivision Plat 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 in the 300 block of Terrill Road and approves, subject to the applicant's extending sewer service at its cost to city specifications and installing sidewalks or making payment in lieu of sidewalks, the Final Plat for Timber Springs subdivision.

PASSED AND ADOPTED this 15th day of August, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

City of *Moberly!*

Memorandum

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *Agenda item 1, Re-zoning and Minor Subdivision Plat Application*

Meeting: *July 25, 2022*

Public Hearing to consider:

Notice of a public hearing for a re-zoning and minor subdivision development plan submitted by Knox and Haynes Properties LLC for the property located in the 300 block of Terrill Rd. This location is currently zoned B-3 (General Commercial District).

Comments:

The proposed site is located in the 300 block of Terrill Rd and currently is zoned B-3 (General Commercial District). The proposed Minor Subdivision is for a residential use and requires a re-zoning of the lot to align with the remaining zoning along Terrill Rd. The developers are requesting a re-zoning of the lot to R-2 (One and Two Family Residential) to align with the lots to the east of the property. The parcel of land is surrounded on most sides by residential property.

The proposed minor subdivision is a new subdivision with utility services currently on site for the majority of the properties. The far west and east are both served by sewer lines and the middle lots are requiring and extension of the sewer service on the east to their locations for development. The developer has agreed to build this sewer extension at their cost and to the specifications of the City of Moberly. The water line is already present on the south side of Terrill Rd that will serve the property and the road for access is already paved. The size of the proposed lots ranges from 7800 sq ft to 8300 sq ft. All R-2 zoning regulations are able to be met with the current lot survey that has been provided.

City staff:

The re-zoning of the property presented to the Planning and Zoning Commission and the surrounding properties agree with the future land use map and can meet the demands of the zoning code adopted by the City of Moberly. The City of Moberly Staff recommends acceptance of the proposed re-zoning and Minor Subdivision Final Plat.

A Re-zoning approved by Planning & Zoning Commission will require the additional approval of the City Council.

A Minor Subdivision Final Plat approved by Planning & Zoning Commission will require the additional approval of the City Council.

Respectfully Submitted
Aaron Decker

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: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Knox and Haynes Properties Phone: 573 476 8903
Address: 2143 County Road 2635 Moberly Mo Zip: 65270
Owner: Scott Knox Joe Haynes Phone: 573 476 8903
Address: 2143 CR 2635 Moberly Mo 65270 Zip: 65270

PROPERTY INFORMATION:

Street Address or General Location of Property: Terrill Road / Lech Lane
Property is Located In (Legal Description): Attached

Present Zoning B-3 Requested Zoning: Residential Acreage: 1.96

Present Use of Property: open field (undeveloped)

Character of the Neighborhood: Single family homes

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- | | | | |
|----|-------------------------------------|---|--|
| 1. | Appropriately Sized Lots? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | Properly Sized Street Right-of-Way? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. | Drainage Easements? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. | Utility Easements: | | |
| | Electricity? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| | Gas? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| | Sewers? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| | Water? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

5. Additional Comments: _____

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

Flat undeveloped land

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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


Applicant's Signature

6/22/22
Date

DESCRIPTION: ADD TRACT

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 13, TOWNSHIP 53 NORTH, RANGE 14 WEST OF THE CITY OF MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13 ALSO THE INTERSECTION OF THE CENTERLINE OF LEAH LANE AND TERRILL ROAD; THENCE N1°36'55"W ALONG SAID QUARTER SECTION LINE AND THE CENTERLINE OF LEAH LANE, 110.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N1°36'55"E ALONG SAID QUARTER SECTION LINE AND THE CENTERLINE OF LEAH LANE, 30.00 FEET;

THENCE LEAVING SAID QUARTER SECTION LINE AND CENTERLINE, S89°12'00"E, 450.00 FEET;

THENCE CONTINUE S1°36'55"W ALONG THE WEST LINE OF SAID SECTION 13 AND THE CENTERLINE OF LEAH LANE, 30.00 FEET;

THENCE N89°12'05"W, 450.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.31 ACRES AND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 836, PAGE 762 OF THE RANDOLPH COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

Impact statement on the addition of Timber Springs Subdivision

We feel our proposed small subdivision, Timber Springs, will positively affect, not only the surrounding properties, but the entire city of Moberly. Over the last couple of years, we have built a multitude of affordable middle-class homes with no negative impact on the areas.

Our hopes are to continue building directly in line with Deer Creek Subdivision. Regarding Timber Springs subdivision's effect on traffic flow in and around the Terrill road area, we believe there will be very little negative impact with the addition of six new single-family homes. With the city paving the road all the way from Morley, out to Highway 63, citizens have the ability to comfortably and quickly access the Highway 63, Morley, or Highway A. Thus, reducing traffic in any one direction.

With fire hydrants located on Leah Lane as well as established hydrants in Deer Creek Subdivision, along with the strict safety codes set forth by the City of Moberly, we will continue building homes with the safety of the town's citizens in and around the proposed building sites as our top priority.

Terrill Road is quickly becoming one of the nicest areas in Moberly. The area is much desired by those whom love a "country feel" within the city limits. We propose to build upper middle-class homes, in the Timber Springs subdivision, that fit in very well with the beautiful homes already constructed in Deer Creek. Our plan is to simply continue where Deer Creek left off.

We propose to continue the beautiful transformation Terrill Road has been under the last 10 years. Our homes will help make the area one of the most coveted in all of Moberly.

TIMBER SPRINGS SUBDIVISION, PLAT 1
A FINAL PLAT
FOR THE NORTH-EAST QUARTER (NE 1/4) OF SECTION 13,
TOWNSHIP 23 NORTH, RANGE 14 WEST
CITY OF MOBERLY, RANDOLPH COUNTY, MISSOURI

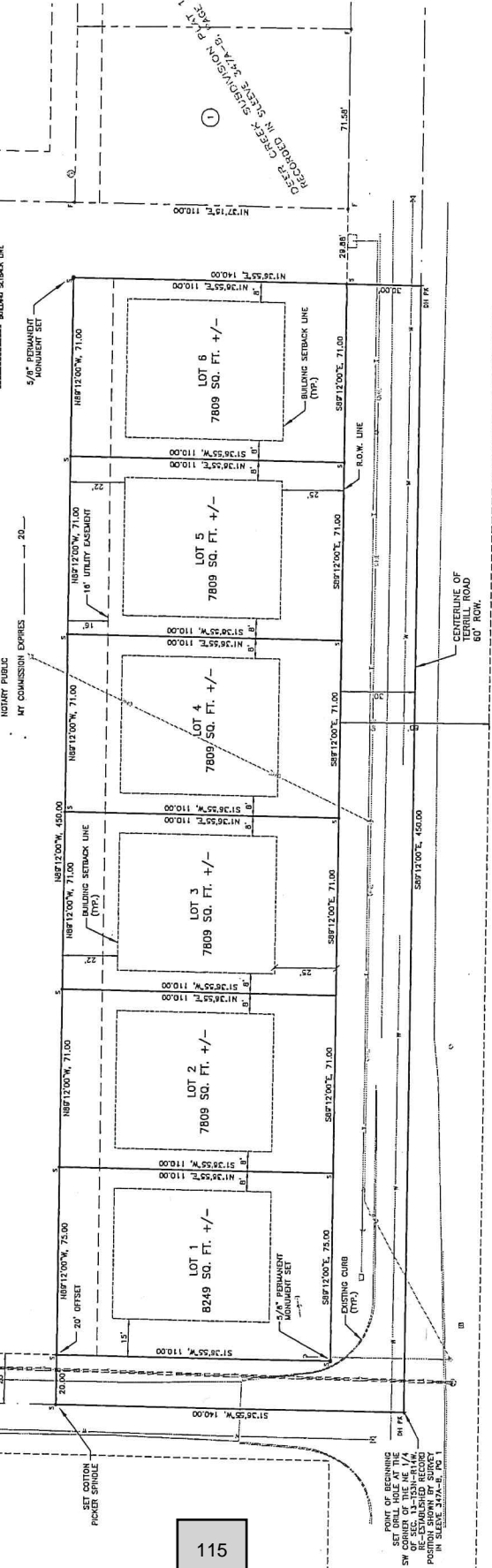
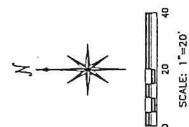
KNOW ALL MEN BY THESE PRESENTS:
KNOX AND HAYNES PROPERTIES, LLC, A MISSOURI LIMITED LIABILITY COMPANY
BEING SOLE OWNERS OF THE FOLLOWING DESCRIBED LOT, HAVE CAUSED THE SAME TO
BE SURVEYED AND PLATTED AS SHOWN HEREON, AND HAVE CAUSED THE SAME TO
BE DEDICATED TO THE CITY OF MOBERLY, MISSOURI, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:
ADDITIONAL RIGHT OF WAY FOR LEAH LANE AND TERRILL ROAD ARE HEREBY
DEDICATED TO THE CITY OF MOBERLY FOR PUBLIC USE, FOREVER.
IN WITNESS WHEREOF, KNOX AND HAYNES PROPERTIES, LLC, A MISSOURI LIMITED
LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS
MANAGER ON THIS _____ DAY OF _____, 2022.

DESCRIPTION: ENTIRE TRACT

A TRACT OF LAND BEING A PORTION OF THE NORTHEAST QUARTER (NE 1/4)
OF SECTION 13, TOWNSHIP 23 NORTH, RANGE 14 WEST, RANDOLPH COUNTY,
MISSOURI, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER
SECTION 13, TOWNSHIP 23 NORTH, RANGE 14 WEST, RANDOLPH COUNTY,
MISSOURI, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:
THENCE S89°12'00"E ALONG THE QUARTER SECTION LINE AND THE
CENTERLINE OF TERRILL ROAD AS SHOWN BY SAID SURVEY, 455.00
THENCE LEAVING SAID QUARTER SECTION LINE AND CENTERLINE,
THENCE N89°12'00"W PARALLEL TO THE QUARTER SECTION LINE AND
THE CENTERLINE OF TERRILL ROAD, 455.00 FEET TO THE
NORTH-SOUTH QUARTER SECTION LINE;
THENCE S17°55'55"W, 140.00 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1.45 ACRES AND IS
THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 334, PAGE
151, OF THE PUBLIC RECORDS OF RANDOLPH COUNTY, MISSOURI,
RECORDED, SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR
NOT OF RECORD, IF ANY.

SCOTT KNOX
COUNTY OF BOONE
ON THIS _____ DAY OF _____, IN THE YEAR 2022, BEFORE ME,
A NOTARY PUBLIC IN AND FOR SAID STATE,
PRESENTLY COMPEARED SCOTT KNOX, A MAN OF LEGAL AGE,
PROPERLY IDENTIFIED, AND WHO DECLARED THE WRITTEN DOCUMENT
THE PERSON/PERSONS DESCRIBED IN AND WHO DECLARED THE WRITTEN DOCUMENT
TO BE THE SAME AS THE PERSON/PERSONS WHO CAUSED THE SAME TO BE
SURVEYED, CONSIDERED TO ME THAT THEY EXECUTED THE SAME FOR THE
PURPOSES STATED THEREIN, AND THAT THEY WERE FULLY CAPABLE AND
WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

- LEGEND**
- 1. LOT 1
 - 2. LOT 2
 - 3. LOT 3
 - 4. LOT 4
 - 5. LOT 5
 - 6. LOT 6
 - 7. LOT 7
 - 8. LOT 8
 - 9. LOT 9
 - 10. LOT 10
 - 11. LOT 11
 - 12. LOT 12
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 - 97. LOT 97
 - 98. LOT 98
 - 99. LOT 99
 - 100. LOT 100



NOTES

THE BASIS OF BEARINGS IS GRID NORTH AS DETERMINED BY GPS
OBSERVATION REFERENCED TO THE MISSOURI CENTRAL ZONE.
THIS SURVEY WAS EXECUTED TO COMPLY WITH THE ACCURACY
STANDARDS FOR AN URBAN CLASS SURVEY, JUNE, 2022.
ROADWAYS AND/OR OPERATIONS SHOWN HEREON ARE SHOWN AS
APPROXIMATE. THE SURVEYOR HAS NO CONTROL OVER THE
REPRESENTATION OF THE ROADWAYS AND/OR OPERATIONS SHOWN
HEREON. THE SURVEYOR HAS NO CONTROL OVER THE
PUBLISHED HEREON.
ONLY THE RECORDED DOCUMENTS REFLECTED HEREON WERE
PROVIDED TO OR DISCOVERED BY THE SURVEYOR. NO ABSTRACT,
DEED, OR OTHER DOCUMENTS WERE REVIEWED FOR THE PURPOSES
OF THIS SURVEY.
ANY FENCE LINES DEPICTED HEREON REPRESENT THE APPROXIMATE
LOCATION OF FENCE LINES. THE FENCE LINES WERE RECORDED
ON THE SURVEY. THE FENCE LINES WERE NOT RECORDED
WITHOUT PRIOR CONSULTATION WITH THE ADJOINING LAND OWNERS.

THIS IS TO CERTIFY THAT AT THE REQUEST OF SCOTT KNOX & JOE
HAYNES, A SURVEY WAS EXECUTED UNDER MY PERSONAL SUPERVISION
AND THAT THE SURVEY WAS COMPLETED IN ACCORDANCE WITH THE
REQUIREMENTS OF THE MISSOURI SURVEYING ACT. THE RESULTS
ARE REPRESENTED ON THIS PLAT OF SURVEY.

DEEDY FORBES, S.L.S. 0021015300
DATE: JUNE 23, 2022

Moberly, Randolph County, MO

SHR 1 of 02



**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: July 25, 2022

Action: APPROVAL

ON JULY 25, 20 22, 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 300 BLOCK OF TERRILL RD, MOBERLY, MISSOURI (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 1, 20 22 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

ZONING ADMINISTRATOR

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL

CITY OF MOBERLY, MISSOURI
PRELIMINARY DEVELOPMENT PLAN 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: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Knock and Haynes Properties Phone: 573 476 8903
Address: 2143 CR 2635 Moberly Mo Zip: 65270
Owner: Scott Knock Joe Haynes Phone: 573 476 8903
Address: 2143 CR 2635 Moberly Mo Zip: 65270

PROPERTY INFORMATION:

Street Address or General Location of Property: Terrill Road / Leach Lane
Property is Located In (Legal Description) (If additional space is needed, please attach on additional sheet):
Attached

Present Zoning B-3

Present Use of Property: Undeveloped

Proposed Use(s) (All uses are permitted in the Planned Development District; however, each use included in a particular "PD" must be specified below as well as on the Preliminary and Final Development Plans). _____

Construction of Six Single Resident houses

What is the acreage for each of the following types of use within the Planed Unit Development?

Residential 1.13 acre Commercial - Industrial -

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	<u>open land (undeveloped)</u>	<u>R 2</u>
South	<u>Residential</u>	<u>R 1</u>
East	<u>open land (undeveloped)</u>	<u>R 2</u>
West	<u>Residential</u>	<u>R 1</u>

RELATIONSHIP TO EXISTING ZONING PATTERN AND NEIGHBORING AREA:

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

If yes, explain: It's zoned commercial. We want to build six houses on the property

2. Describe how the proposed Planned Development will not have a substantial adverse affect on the neighboring area. We are just continuing "Deer Creek" subdivision all the way to Leash Lane. Our houses will line up exactly the way deer creek houses line up on the road front of Terrill Road.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan? If yes, on a separate sheet of paper please explain how.

Yes ☒

No ☐

Single Family development has been planned in this location for several years.

2. Is the proposed Planned Development consistent with the types of land uses indicated on the Future Land Use Map for the applicable tract of land? If yes, on separate sheet of paper please explain how.

Yes ☒

No ☐

Single Family Development has been projected for this location & surrounding it in future land use map.

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Terrill Road and Leash Lane
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
<u>Terrill Road</u>	<u>Collector</u>	<u>60'</u>
<u>Leash Lane</u>	<u>Local</u>	<u>60'</u>

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENTS:

Flat undeveloped land

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
3. Certified list of property owners located within:
 - A. 185 feet of the property if the proposed PD is located within the City's municipal boundaries;
 - B. 1,000 feet of the property if the proposed PD is adjacent to the city's corporate limits.
- 15 Fifteen (15) copies of the preliminary development plan for review and approval by the Planning and Zoning Commission, which said plan shall include the information as specified in the Zoning Regulations.

Att K

Applicant's Signature

6/22/22

Date

DESCRIPTION: ADD TRACT

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 13, TOWNSHIP 53 NORTH, RANGE 14 WEST OF THE CITY OF MOBERLY, RANDOLPH COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13 ALSO THE INTERSECTION OF THE CENTERLINE OF LEAH LANE AND TERRILL ROAD; THENCE N1°36'55"W ALONG SAID QUARTER SECTION LINE AND THE CENTERLINE OF LEAH LANE, 110.00 FEET TO THE POINT OF BEGINNING;

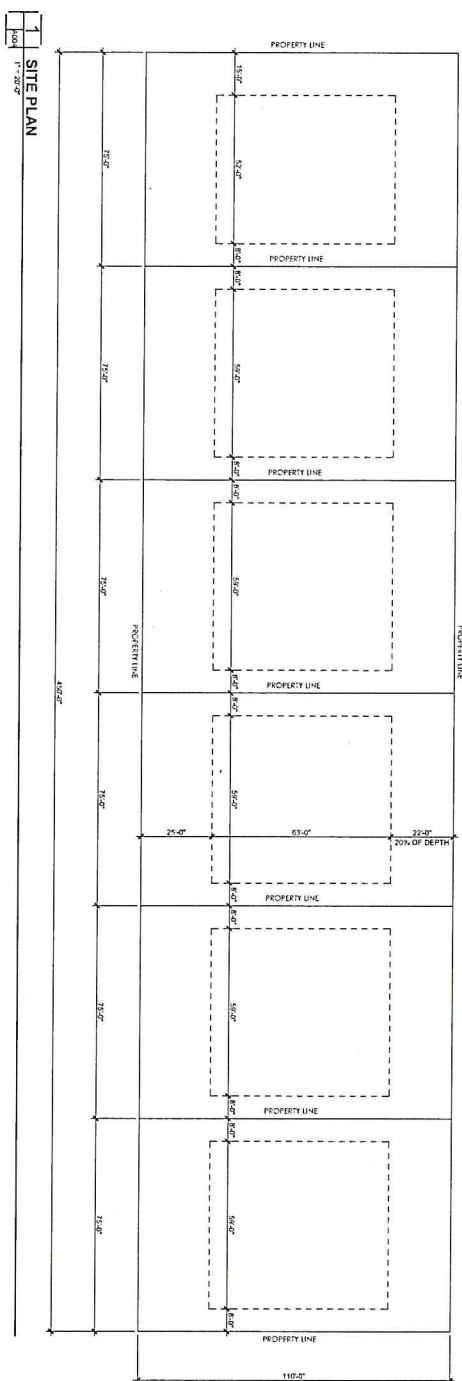
THENCE CONTINUE N1°36'55"E ALONG SAID QUARTER SECTION LINE AND THE CENTERLINE OF LEAH LANE, 30.00 FEET;

THENCE LEAVING SAID QUARTER SECTION LINE AND CENTERLINE, S89°12'00"E, 450.00 FEET;

THENCE CONTINUE S1°36'55"W ALONG THE WEST LINE OF SAID SECTION 13 AND THE CENTERLINE OF LEAH LANE, 30.00 FEET;

THENCE N89°12'05"W, 450.00 FEET TO THE POINT OF BEGINNING;

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Impact statement on the addition of Timber Springs Subdivision

We feel our proposed small subdivision, Timber Springs, will positively affect, not only the surrounding properties, but the entire city of Moberly. Over the last couple of years, we have built a multitude of affordable middle-class homes with no negative impact on the areas.

Our hopes are to continue building directly in line with Deer Creek Subdivision. Regarding Timber Springs subdivision's effect on traffic flow in and around the Terrill road area, we believe there will be very little negative impact with the addition of six new single-family homes. With the city paving the road all the way from Morley, out to Highway 63, citizens have the ability to comfortably and quickly access the Highway 63, Morley, or Highway A. Thus, reducing traffic in any one direction.

With fire hydrants located on Leah Lane as well as established hydrants in Deer Creek Subdivision, along with the strict safety codes set forth by the City of Moberly, we will continue building homes with the safety of the town's citizens in and around the proposed building sites as our top priority.

Terrill Road is quickly becoming one of the nicest areas in Moberly. The area is much desired by those whom love a "country feel" within the city limits. We propose to build upper middle-class homes, in the Timber Springs subdivision, that fit in very well with the beautiful homes already constructed in Deer Creek. Our plan is to simply continue where Deer Creek left off.

We propose to continue the beautiful transformation Terrill Road has been under the last 10 years. Our homes will help make the area one of the most coveted in all of Moberly.

ANY FENCE LINES DEPICTED HEREON REPRESENT THE APPROXIMATE LOCATION OF AN EXISTING FENCE. THE FENCE MAY REPRESENT A POSSESSION LINE AND SHOULD NOT BE MOVED OR RECONSTRUCTED WITHOUT PRIOR CONSULTATION WITH THE ADJOINING LAND OWNERS. ANY TITLE DOCUMENTATION WAS PROVIDED TO SURVEYOR.

DEREK FORDIS, P.L.S. 2021015380
Date: JUNE 23 2022

34

**CITY OF MOBERLY, MISSOURI
FINAL PLAT 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: JULY 25, 2022Action: APPROVAL

ON July 25, 2022, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, DENIAL) OF A REQUEST OF A CERTIFICATE OF SURVEY FOR FINAL PLAT FOR MINOR SUBDIVISION, 300 BLOCK OF TERRILL RD, MOBERLY, MO.

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 1, 2022 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS SUBDIVISION 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.

CONDITIONS (IF ANY): Install sidewalks or make payment in lieu of sidewalks.


CHAIRPERSON

ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#15.

Department: Comm. Dev.

Date: August 15, 2022

Agenda Item: An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Charles Johnston For Property Located At 801 Myra Street.

Summary: The proposed site is located at 801 Myra St and currently is zoned B-3 (General Commercial District). The property was historically R-2 (one and two family residential). A previous owner in the area had this property and others surrounding it to be re-zoned to B-3 for future development that has never occurred. In reaching out to that property owner, they agreed to be in support of this re-zoning back to R-2 (one and two family residential). If approved, the City of Moberly will work with the surrounding property owners to re-zone their lots back to R-2 from their current B-3 zoning to assist with future residential development which is in demand in this area.

The following are the other properties that will be contacted and have initially agreed to a re-zoning from B-3 to R-2 in this area. 810 Sturgeon Street (has residential home on it), 809 Myra is currently vacant, and 805 Myra is currently vacant.

The Planning & Zoning Commission recommended approval for the request of the rezoning.

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 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___ **Kyser**

M___ S___ **Lucas**

Passed

Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF CHARLES JOHNSTON FOR PROPERTY LOCATED AT 801 MYRA STREET.

WHEREAS, On June 22, 2022, Charles Johnston submitted a Rezoning Application to the Zoning Administrator to rezone property located at 801 Myra Street from B-3 (General Commercial District) to R-2 (One and Two Family Residential District); and

WHEREAS, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on July 25, 2022, 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 Commission recommended approval of the Application.

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 for property located at 801 Myra Street.

PASSED AND ADOPTED this 15th day of August, 2022, by the Council of the City of Moberly, Missouri.

 Presiding Officer at Meeting

ATTEST:

 Shannon Hance, MRCC, City Clerk

City of *Moberly!*

Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: Agenda item 3, Re-zoning Application for 801 Myra Street

Meeting: July 25, 2022

Public Hearing to consider:

Notice of a public hearing for a re-zoning submitted by Charles Johnston for the property located at 801 Myra St. This location is currently zoned B-3 (General Commercial District).

Comments:

The proposed site is located at 801 Myra St and currently is zoned B-3 (General Commercial District). The property was historically R-2 (one and two family residential). A previous owner in the area had this property and others surrounding it to be re-zoned to B-3 for future development that has never occurred. In reaching out to that property owner, they agreed to be in support of this re-zoning back to R-2 (one and two family residential). If approved, the City of Moberly will work with the surrounding property owners to re-zone their lots back to R-2 from their current B-3 zoning to assist with future residential development which is in demand in this area.

The following are the other properties that will be contacted and have initially agreed to a re-zoning from B-3 to R-2 in this area. 810 Sturgeon Street (has residential home on it), 809 Myra is currently vacant, and 805 Myra is currently vacant.

City staff:

The re-zoning of the property presented to the Planning and Zoning Commission and the surrounding properties agree with the future land use map and can meet the demands of the zoning code adopted by the City of Moberly. The City of Moberly Staff recommends acceptance of the proposed re-zoning at 801 Myra St.

A Re-zoning approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

Respectfully Submitted
Aaron Decker

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

CITY OF MOBERLY, MISSOURI
REZONING APPLICATION

Return Form to:

Community Development Director

City of Moberly

101 West Reed Street

Moberly, MO 65270-1551

(660) 263-4420

(660) 263-9398 (fax)

For Office Use Only

Case ID.: _____

Date Advertised: _____

Date Notices Sent: _____

Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Charles JohnstonPhone: 573 286-1870Address: 308 S 6th StZip: 65270Owner: Charles Johnston

Phone: _____

Address: 801 Myra StZip: 65270

PROPERTY INFORMATION:

Street Address or General Location of Property: 801 Myra (Include Rezoning)Property is Located In (Legal Description): Sec 35 Township 54 Range 14Present Zoning B-2Requested Zoning: R-2Acreage: .3Present Use of Property: VacantCharacter of the Neighborhood: Vacant lots

CITY OF MOBERLY, MISSOURI - PROCEDURES MANUAL

Article 10 - Planned Development Procedure

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Residential Home</u>	<u>B-2 (non conforming)</u>
South	<u>Residential Home (Double lot)</u>	<u>R-2</u>
East	<u>Vacant lots (8)</u>	<u>B-2</u>
West	<u>Vacant lots</u>	<u>R-2 / B-2</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

If yes, explain: _____

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

If yes, explain: _____

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

Yes _____ No X

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

Yes _____ No X

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: Myra, Burkholder

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

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

Street Name	Classification	Right-of-Way Width
Myra	Local	60'
Burkholder	Local	60'

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

5. Additional Comments: _____

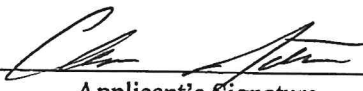
UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL***Article 10 – Planned Development Procedure***

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



Applicant's Signature

6-22
Date

Thomas Smith

Jeff & Lara Lawrence

Josh Couture

Deeanne Griffin — 810 Sturgeon St.

Sterling Kitchen

Andrea Schnick

Philip Myers

Ron Bedford

Requesting the rezoning of 801 Myra from B-~~2~~ to R-2 to build a private storage facility with the intended purpose of warehousing building materials. The property is currently a vacant lot surrounded by vacant lots adjacent to the rail yard. With the availability of materials being uncertain, lead times being calculated in months, and the volatility of prices, being able to affordably warehouse materials would keep me more competitive with others in the trades.

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: July 25, 2022
Action: APPROVAL

ON JULY 25, 20 22, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) B-2H TO A (N) R-2 (ZONE) TO BE LOCATED AT 801 MYRA STREET, MOBERLY, MISSOURI (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 1, 20 22 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

ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: #16.
 Department: Comm. Dev.
 Date: August 15, 2022

Agenda Item: An Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application And Preliminary Development Plan Application Of JAD Properties For Property Located On North Buchanan And 807 West Highway 24.

Summary: The proposed site is located along North Buchanan and also along W Highway 24. The north half of the proposed Minor Subdivision is currently zoned M-1 (Industrial District). The south half of the proposed Minor Subdivision is currently zoned B-3 (General Commercial District). Based on the proposed lot layout of the proposed Minor Subdivision, it is necessary to align all lots with the same zoning. The developer has decided that B-3 (General Commercial District) is the most in agreement with the future land use map in that area. The current proposed subdivision has water access to the south on the south side of Highway 24 as well as along N Buchanan St. The lots also all have sewer access as shown on the survey provided. All lots are currently drawn with direct access to streets or highways and will not require any special easements for access other than the existing water and sewer installations to the existing buildings.

The proposed minor subdivision meets the requirements for the B-3 (General Commercial District) zoning regulations with respect to the size of the lots and layout to be able to meet the setback demands on the lots.

The Planning & Zoning Commission recommended approval for the request of the rezoning and the minor subdivision.

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"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<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 AND PRELIMINARY DEVELOPMENT PLAN APPLICATION OF JAD PROPERTIES, LLC FOR PROPERTY LOCATED ON NORTH BUCHANAN AND 807 WEST HIGHWAY 24.

WHEREAS, JAD Properties, LLC., submitted its Rezoning Application and Preliminary Development Plan Application to the Zoning Administrator on June 27, 2022, to rezone property located along North Buchanan Street just south of 811 West Highway 24 from M-1 (Industrial District) to B-3 (General Commercial District) and to approve the preliminary plat for J.A.D. Park Subdivision; and

WHEREAS, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on July 25, 2022, 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, after proper Notice a hearing was also held before the City of Moberly Planning and Zoning Commission on July 25, 2022, to consider the application to approve the preliminary plat for the J.A.D. Park minor subdivision, at which time the Commission recommended approval of the plat.

WHEREAS, the City Council has considered the rezoning application and the final J.A.D Park subdivision Plat 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 along North Buchanan Street just south of 811 West Highway 24 and approves the Final Plat for J.A.D. Park subdivision.

PASSED AND ADOPTED this 15th day of August, 2022, by the Council of the City of Moberly, Missouri.

 Presiding Officer at Meeting

ATTEST:

 Shannon Hance, MRCC, City Clerk

**Memorandum**

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *Agenda item 5, Re-zoning and Minor Subdivision Plat Application*

Meeting: *July 25, 2022*

Public Hearing to consider:

Notice of a public hearing for a re-zoning and minor subdivision development plan submitted by JAD Properties LLC for the property located on North Buchanan and surrounding 807 W Hwy 24. This location is currently zoned B-3 (General Commercial District) on the south side and M-1 (Industrial district) on the north side.

Comments:

The proposed site is located along North Buchanan and also along W Highway 24. The north half of the proposed Minor Subdivision is currently zoned M-1 (Industrial District). The south half of the proposed Minor Subdivision is currently zoned B-3 (General Commercial District). Based on the proposed lot layout of the proposed Minor Subdivision, it is necessary to align all lots with the same zoning. The developer has decided that B-3 (General Commercial District) is the most in agreement with the future land use map in that area. The current proposed subdivision has water access to the south on the south side of Highway 24 as well as along N Buchanan St. The lots also all have sewer access as shown on the survey provided. All lots are currently drawn with direct access to streets or highways and will not require any special easements for access other than the existing water and sewer installations to the existing buildings.

The proposed minor subdivision meets the requirements for the B-3 (General Commercial District) zoning regulations with respect to the size of the lots and layout to be able to meet the setback demands on the lots.

City staff:

The re-zoning of the property presented to the Planning and Zoning Commission and the surrounding properties agree with the future land use map and can meet the demands of the zoning code adopted by the City of Moberly. The City of Moberly Staff recommends acceptance of the proposed re-zoning and Minor Subdivision Final Plat.

A Re-zoning approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

A Minor Subdivision Final Plat approved by Planning & Zoning Commission **will require the additional approval of the City Council.**

Respectfully Submitted
Aaron Decker

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

CITY OF MOBERLY, MISSOURI
REZONING APPLICATION

Return Form to:

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

For Office Use Only

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

APPLICANT INFORMATION:

Applicant: JAD PROPERTIES, LLC Phone: 660-263-2022
Address: P.O. BOX 101 MOBERLY, MO. 65270 Zip: 65270
Owner: DAVIN MONBLER Phone: 660-263-2022
Address: P.O. BOX 101 MOBERLY, MO. 65270 Zip: 65270

PROPERTY INFORMATION:

Street Address or General Location of Property: VACANT LOT ON NORTH BUCKANON NORTH OF 807
Property is Located In (Legal Description): W. Hwy 24

Present Zoning M-1 Requested Zoning: B3 Acreage: _____

Present Use of Property: VACANT

Character of the Neighborhood: Business Commercial

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	<u>Tire shop/Sheltered workshop</u>	<u>M-1</u>
South	<u>Plumb Supply/white box</u>	<u>B-3</u>
East	<u>Vacant</u>	<u>B-3</u>
West	<u>Vacant</u>	<u>B-3</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: The Minor Subdivision Needed to be all one zoning

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: N. Buchanan St.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

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

Street Name	Classification	Right-of-Way Width
<i>N. Buchanan St.</i>	<i>Collector</i>	<i>60'</i>

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

5. Additional Comments: *Minor Subdivision to follow when aligned with vacant land to south.*

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

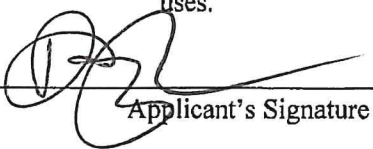
THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

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


Applicant's Signature

6/27/22
Date

**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: July 25, 2022Action: APPROVAL

ON JULY 25, 20 22, 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) M-1 TO A (N) B-3 (ZONE) TO BE LOCATED ALONG NORTH BUCHANAN STREET JUST SOUTH OF 811 WEST HIGHWAY 24, MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 1, 20 22 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

ZONING ADMINISTRATOR

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL

CITY OF MOBERLY, MISSOURI
PRELIMINARY DEVELOPMENT PLAN 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: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: JAD PROPERTIES, LLC Phone: 660-263-2022
Address: P.O. BOX 101 MOBERLY, MO. Zip: 65270
Owner: DARIN MONBLOE Phone: _____
Address: P.O. BOX 101 MOBERLY Zip: _____

PROPERTY INFORMATION:

Street Address or General Location of Property: 817 W. HWY 24
Property is Located In (Legal Description) (If additional space is needed, please attach on additional sheet):

SEE ATTACHED

Present Zoning B3/M1 Present Use of Property: VACANT

Proposed Use(s) (All uses are permitted in the Planned Development District; however, each use included in a particular "PD" must be specified below as well as on the Preliminary and Final Development Plans).

FUTURE BUSINESS DEVELOPMENT

What is the acreage for each of the following types of use within the Planed Unit Development?

Residential _____ Commercial _____ Industrial NA

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Tire Shop/Sheltered</u>	<u>M-1</u>
South	<u>Auto Sales</u>	<u>B-3</u>
East	<u>Altizer</u>	<u>B-3</u>
West	<u>Business</u>	<u>B-3</u>

RELATIONSHIP TO EXISTING ZONING PATTERN AND NEIGHBORING AREA:

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

If yes, explain: _____

2. Describe how the proposed Planned Development will not have a substantial adverse affect on the neighboring area. NA

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan? If yes, on a separate sheet of paper please explain how.

Yes X No _____

2. Is the proposed Planned Development consistent with the types of land uses indicated on the Future Land Use Map for the applicable tract of land? If yes, on separate sheet of paper please explain how.

Yes X No _____

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: West Highway 24,
N. Buchanan St.
2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

<u>Street Name</u>	<u>Classification</u>	<u>Right-of-Way Width</u>
<u>W. Hwy 24</u>	<u>Arterial</u>	<u>80'</u>
<u>N Buchanan St</u>	<u>Collector</u>	<u>60'</u>

CITY OF MOBERLY, MISSOURI
PROCEDURES MANUAL

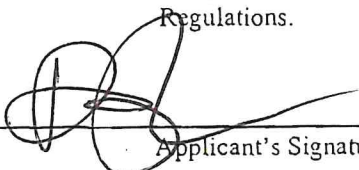
3. Will turning movements caused by the proposed use create an undue traffic hazard?
Yes _____ No X

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENTS:

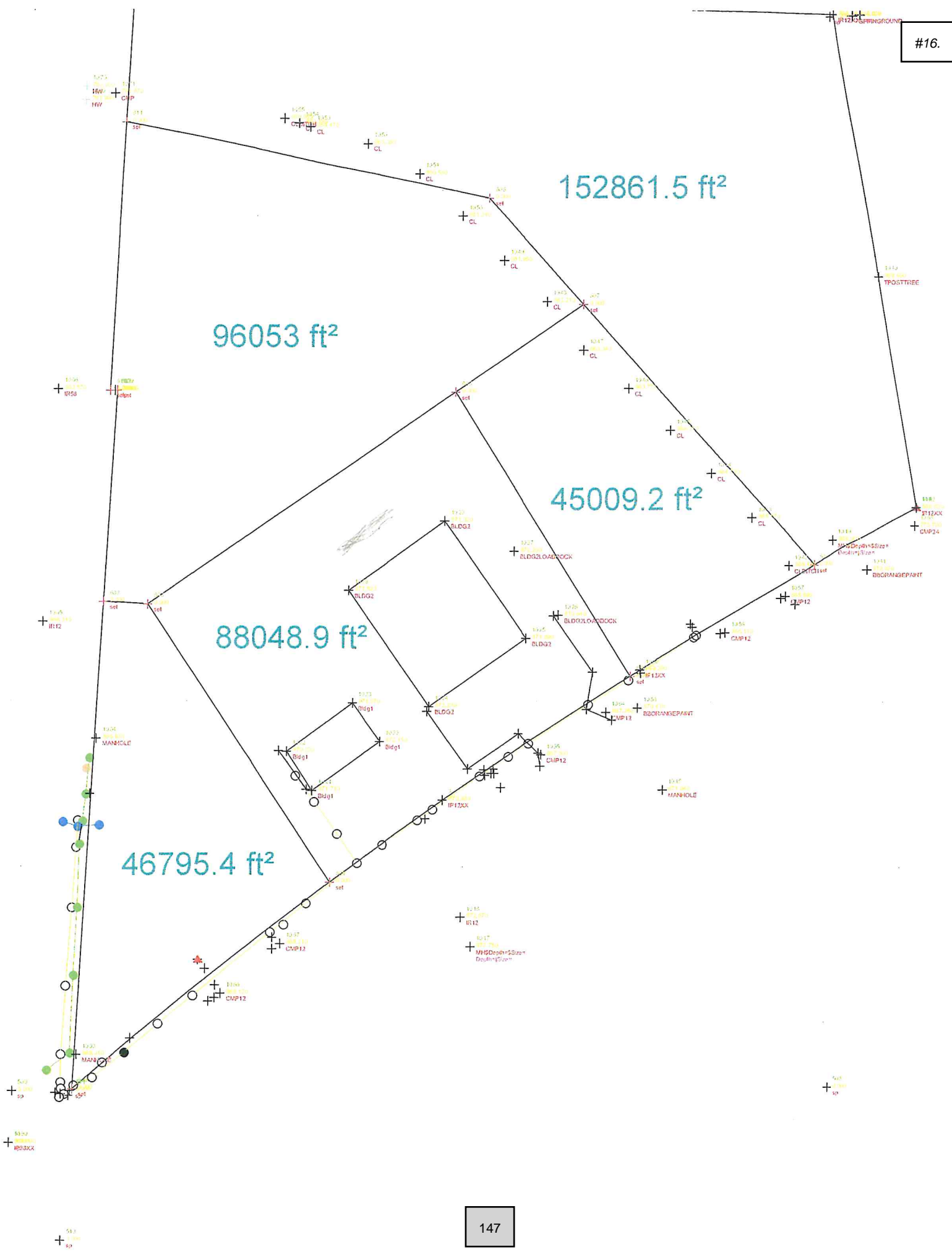
None

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

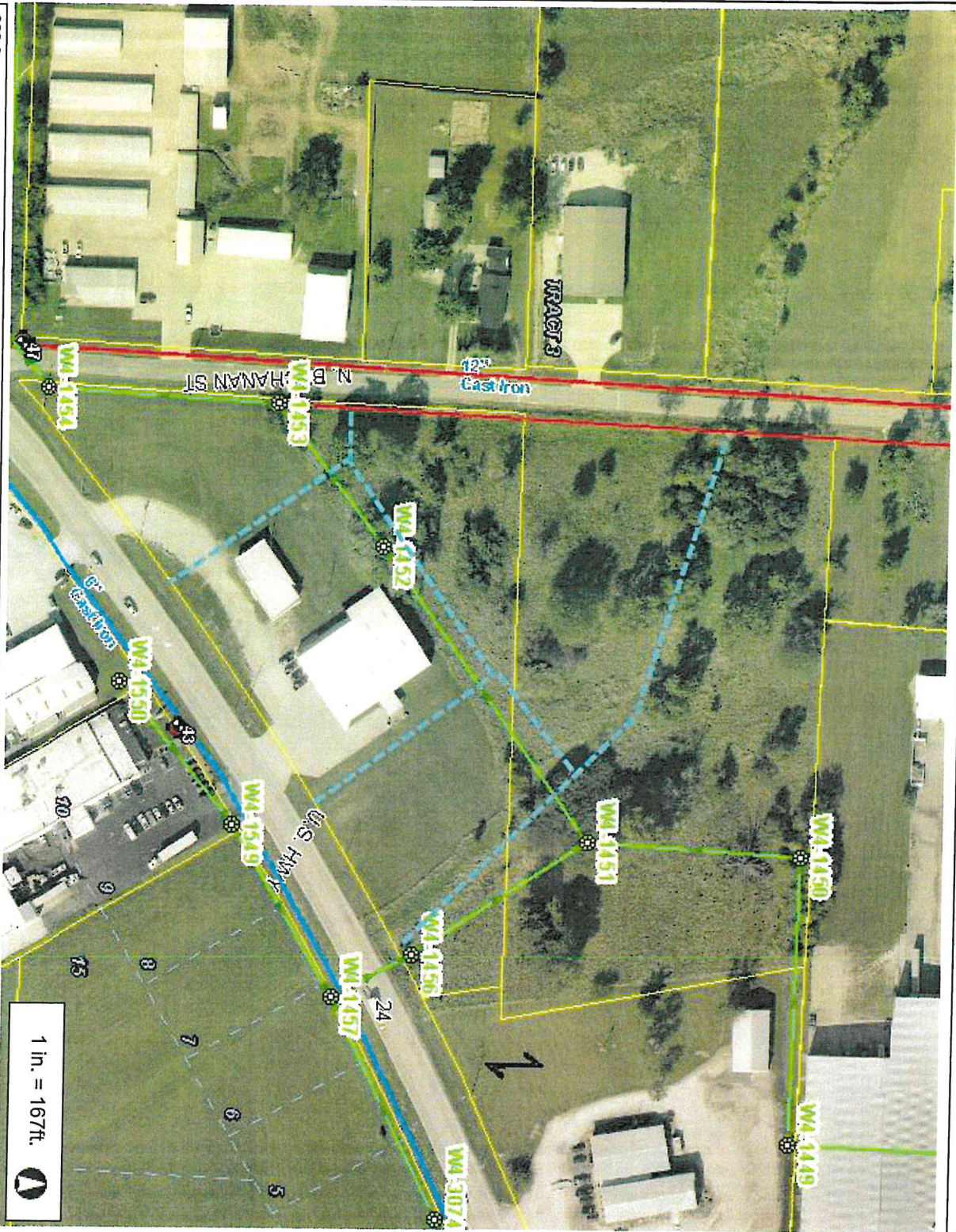
1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
3. Certified list of property owners located within:
 - A. 185 feet of the property if the proposed PD is located within the City's municipal boundaries;
 - B. 1,000 feet of the property if the proposed PD is adjacent to the city's corporate limits.
4. Fifteen (15) copies of the preliminary development plan for review and approval by the Planning and Zoning Commission, which said plan shall include the information as specified in the Zoning Regulations.


Applicant's Signature

6/27/22
Date



Moberly, MO



1 in. = 167ft.



Legend

- Sewer Line Investigation Local
- Manhole
- Air Release Valve
- Lampole
- Lift Station
- Other Sewer Feature
- Area Inlet
- Bar Screen
- Curb Inlet
- Grate Inlet
- Grit Chamber
- Storm Drain
- Tee
- Gravity Main
- Force Main
- Private Sewer Line
- System Valves
- Hydrants
- Water Main Break
- Network Structure
- Control Valves
- Meter
- Water Main By size
 - Unknown
 - 1"
 - 2"

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

**CITY OF MOBERLY, MISSOURI
FINAL PLAT 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: JULY 25, 2022Action: APPROVAL

ON July 25, 2022, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, DENIAL) OF A REQUEST OF A CERTIFICATE OF SURVEY FOR FINAL PLAT FOR MINOR SUBDIVISION, ALONG NORTH BUCHANAN STREET AND WEST HIGHWAY 24, MOBERLY, MO.

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 1, 2022 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS SUBDIVISION 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.

CONDITIONS (IF ANY): _____


CHAIRPERSON

ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: August 15, 2022

Agenda Item: An Ordinance Establishing The Annual Tax For The Imposition Of A 9-1-1 Tax For The Emergency Telephone Services Heretofore Imposed By Ordinance No. 6948 Passed And Adopted May 2, 1994.

Summary: Each year the annual 911 tax for the City of Moberly requires review and renewal. After review of the financial reports, its recommended the 911 tariff remain at fourteen and one half percent (14.5%)

Recommended Action: Approve this ordinance.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

M___ S___ **Lucas** _____

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE ANNUAL TAX FOR THE IMPOSITION OF A 9-1-1 TAX FOR THE EMERGENCY TELEPHONE SERVICES HERETOFORE IMPOSED BY ORDINANCE NO. 6948 PASSED AND ADOPTED MAY 2, 1994.

WHEREAS: RsMO 190.310 (3) requires at least once each calendar year, the City Council establish a tax rate, not to exceed the amount authorized, that together with any surplus revenues carried forward will produce sufficient revenue to fund the expenditures authorized by Section 190.300-190.320 RsMO; and

WHEREAS: the City Council did on May 2, 1994 adopted Ordinance No. 6948 imposing a 9-1-1 tax commencing July 1, 1994 and did further require annual review no later than September 1, to establish a new tax rate; and

WHEREAS: the City did review said tax rate to determine necessary revenues to fund the expenditures for the next year; and

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

SECTION ONE: That the emergency telephone tax rate is reaffirmed in the amount of fourteen and half percent (14.5%) of the tariffed local service rate as defined by RsMO 190.300.

SECTION TWO: This Ordinance shall take effect and be in force 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 15th day of August 2022.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: #18.
 Department: Comm. Dev.
 Date: August 15, 2022

Agenda Item: An Ordinance Amending Section 46-140 To Prohibit Use Of Shipping Containers As Private Storage Buildings In Residential Districts.

Summary: With the increased demand for residential storage buildings in recent years, it is important to protect the integrity of residential neighborhoods with respect to the type of buildings allowed to include accessory structures. The recommended text addition to section 46-140 will regulate and apply standards to the use of storage shipping containers in residential neighborhoods for the purpose of accessory structures.

The Planning & Zoning Commission recommended approval for the request of this text amendment.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
___ Memo	___ Council Minutes	Mayor		
___ Staff Report	<u>x</u> Proposed Ordinance	M___ S___ Jeffrey	___	___
___ Correspondence	___ Proposed Resolution			
___ Bid Tabulation	___ Attorney's Report	Council Member		
___ P/C Recommendation	___ Petition	M___ S___ Brubaker	___	___
___ P/C Minutes	___ Contract	M___ S___ Kimmons	___	___
___ Application	___ Budget Amendment	M___ S___ Kyser	___	___
___ Citizen	___ Legal Notice	M___ S___ Lucas	___	___
___ Consultant Report	___ Other_____		Passed	Failed

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE AMENDING SECTION 46-140 TO PROHIBIT USE OF SHIPPING CONTAINERS AS PRIVATE STORAGE BUILDINGS IN RESIDENTIAL DISTRICTS.

Whereas, city staff submitted an application on June 27, 2022, to the Planning and Zoning Commission proposing a text amendment to Section 46-140 of the City Code to prohibit the use of shipping containers as private storage buildings in residential districts; and

Whereas, a public hearing was held on July 25, 2022, before the City of Moberly, Missouri, Planning and Zoning Commission to consider the application filed by Moberly City Staff at which time the application was approved; and

Whereas, the Planning and Zoning Commission recommend approval of the proposed text amendment; and

Whereas, the Moberly City Council hereby adopts the recommendations of the Planning and Zoning Commission and enacts amendments to the city code as follows.

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

SECTION ONE: Section 46-140 of the city code is hereby amended to read as follows:

Sec. 46-140. -Private storage buildings.

Private storage buildings are allowed in all residential zones as an accessory residential structure. A private storage building shall be permitted as a primary use in an R-2 or R-3 district where they adjoin a commercial or industrial property or zone. As a primary structure in the R-2 or R-3 district there can be no outside storage around the structure and no business may be conducted in these structures. **Shipping containers are prohibited as private storage buildings in Residential Districts.**

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 15th day of August, 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

City of *Moberly!*

Memorandum

To: *Planning and Zoning Commission*

From: *Planning Staff*

Subject: *Agenda item 6, Text Amendment to Private Storage Buildings (46-140)*

Meeting: *July 25, 2022*

Public Hearing to consider:

Notice of a public hearing for a text amendment submitted by City of Moberly for the text in section 46-140 (Private Storage Buildings). To include additional provisions on shipping containers and storage buildings in residential districts.

Comments:

With the increased demand for residential storage buildings in recent years and the anticipation for the direction that the economy could develop, it is necessary to protect the integrity of residential neighborhoods with respect to the type of buildings allowed to include accessory structures. The recommended text addition to section 46-140 will prevent the use of storage shipping containers in residential neighborhoods for the purpose of accessory structures.

City staff:

City Staff recommends the addition of the additional text to section 46-140 with respect to Residential Private Storage Buildings and Accessory structures.

A text amendment by Planning & Zoning Commission **will require the additional approval of the City Council.**

Respectfully Submitted
Aaron Decker

**CITY OF MOBERLY, MISSOURI
ZONING & SUBDIVISION TEXT AMENDMENT 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:

Filing Fee: _____
Date Advertised: _____
Date Notices Sent _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: City of Moberly Phone: 268-7642
Address: 101 W Reed St Zip: 65270
Owner: _____ Phone: _____
Address: _____ Zip: _____

TEXT AMENDMENT PROPOSED:

Amendment Proposed to (Check One):

☒ City Zoning Regulations _____ City Subdivision Regulations
_____ Growth Area Subdivision Regulations

Section to Be Amended:

Article IIISection 46-140

Present Text: 46-140 Private Storage buildings are allowed in all residential zones as an accessory to the primary residential structure. A private storage building shall be permitted as a primary use in an R-2, or R-3 district where they adjoin a commercial or industrial property or zone. As a primary structure in the R-2 or R-3 district, there can be no outside storage around the structure and no business may be conducted in these structures.

Proposed Text: 46-140

Add the Following: Private Storage buildings in the Residential districts are prohibited from using shipping containers as a structure.

Reason for Amendment: To include additional provisions on shipping containers in Residential zones.

Attach additional sheets as needed.

IMPACT OF AMENDMENT:

Does the amendment add language to the Regulations?

Yes XNo

Does the amendment supplement an existing section?

Yes No X

Does the amendment modify an existing section?

Yes XNo

Does the amendment repeal a section?

Yes No X
Applicant's Signature6-27-2022
Date

CITY OF MOBERLY, MISSOURI
ZONING & SUBDIVISION TEXT AMENDMENT 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: JULY 25, 2022
Action: APPROVAL

ON JULY 25, 20 22, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, DENIAL) OF A TEXT AMENDMENT REQUEST MODIFIED FROM A(N) FORMER TEXT OF PRIVATE STORAGE BUILDINGS TO A (N) PRESENT TEXT OF PREVENT SHIPPING CONTAINERS TO BE USED AS ACCESSORY STRUCTURES IN RESIDENTIAL NEIGHBORHOODS.

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 1, 2022 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS ZONING & SUBDIVISION TEXT AMENDMENT 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.

CONDITIONS (IF ANY): _____


CHAIRPERSON

ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: #19.

Department: Parks

Date: August 15, 2022

Agenda Item: A Resolution Authorizing And Accepting A Third Change Order To the Energy Performance Contract With Energy Solutions Professionals, LLC., For Pavilion Construction And Solar Arrays.

Summary: Attached is a document from ESP regarding a change order to install drain tile around the perimeter of the Solar Pavilion to help move water away from the building and take it 40 feet to the west down the hill. This, in the long term, will provide insurance to the building. The area ponds water immediately around the structure during the heaviest rainfalls. The cost includes drain boxes to the east and tying in the gutters on the north and south sides.

Recommended

Action: Approve the Resolution

Fund Name: Parks – Capital Improvement

Account Number: 115.041.5502

Available Budget \$: \$550,524.30

ATTACHMENTS:		Roll Call	Aye	Nay
<input checked="" type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution			
<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___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Lucas	___	___
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Change Order</u>		Passed	Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND ACCEPTING A THIRD CHANGE ORDER TO THE ENERGY PERFORMANCE CONTRACT WITH ENERGY SOLUTIONS PROFESSIONALS, LLC., FOR PAVILION CONSTRUCTION AND SOLAR ARRAYS.

WHEREAS, on September 3, 2019, by Resolution, this Council approved an Energy Performance Contract (“EPC”) with Energy Solutions Professionals, LLC (“ESP”); and

WHEREAS, thereafter a Change Order was approved for ESP to design and build a Pavilion at the Lodge and various solar arrays at an additional cost of \$583,511.00 with reductions to this amount based on a Contingency Transfer from the underlying EPC; and

WHEREAS, thereafter a second Change Order was approved for ESP increasing the cost of the Pavilion by \$15,053.00 for necessary conduit and wire; and

WHEREAS, ESP has submitted a third change order to install drain tile around the perimeter of the Solar Pavilion extending 40 feet to the west including drain boxes and gutters on the north and south sides at an increased cost of \$21,810.00 which said Change Order was signed by the city manager on August 4, 2022; and

WHEREAS, staff recommends that the council authorize acceptance of the Change Order and ratify the City Manager’s execution of said Order.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts and approves the attached Change Order and ratifies the City Manager’s prior execution of the Change Order on behalf of the City.

RESOLVED this 15th day of August, 2022, by the Council of the City of Moberly, Missouri.

 Presiding Officer at Meeting

ATTEST:

 Shannon Hance, MRCC, City Clerk



Energy Solutions Professionals

Change Order

CO # 3

Provider: Energy Solutions Professionals, LLC
 c/o: Jeff Flathman
 9218 Metcalf, Suite 274
 Overland Park, KS 66212

Project Name: Energy Performance Contract
Client City of Moberly
 c/o: Brian Crane, City Manager
 101 W. Reed Street
 Moberly, MO 65270

Original Contract Date: 9/10/2019

The following addition/deletion of scope shall be incorporated in the the Agreement dated as listed above. All of the terms and conditions of the Agreement remain in place unless explicitly described otherwise in this change order or previous change orders to the Agreement.

Project Scope Additions:

- | | |
|---|--------------|
| 1) Provide and install SDR35 drain pipe to go down both sides of the new pavilion (north and south). Kusgen will install and tie all 12 downspouts into this pipe. In addition, Kusgen will extend both of these drains 40' to the west of the Pavilion. Kusgen will provide two 12" drain boxes at the east end of the new pavilion, placed to receive surface runoff at the east end and will be connected to both SDR35 drain pipes at the north and south side of the new pavilion. | \$ 21,810.00 |
|---|--------------|

Total Change Order Amount	\$ 21,810.00
----------------------------------	---------------------

Original Contract Amount:	\$ 4,642,447.00
CO#1: Pavilion and Solar Project:	\$ 446,174.00
CO#2: Pavilion Electrical and Gutter Upgrades:	\$ 15,053.00
Revised Total Contract (Public Works plus Parks and Recreation):	\$ 5,103,674.00
- Public Works Project	\$ 4,505,110.00
- Parks and Recreation Project	\$ 598,564.00

Amount of this Change Order (Parks and Recreation):	\$ 21,810.00
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Total Revised Contract Amount:	\$ 5,125,484.00
- Updated Public Works Project Total (no change)	\$ 4,505,110.00
- Updated Parks and Recreation Project Total	\$ 620,374.00

Revised Agreement substantial completion date (changed / unchanged):	10/31/2022
--	------------

Energy Solutions Professionals, LLC

8-5-2022

Date signed

City of Moberly

8-4-22

Date Signed

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: August 15, 2022

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___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$407,345.09.

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 August 15, 2022 in the amount of \$49,914.72.

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 15, 2022 in the amount of \$16,700.00.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 15, 2022 in the amount of \$2,516.46.

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 August 15, 2022 in the amount of \$5,320.55.

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 August 15, 2022 in the amount of \$160,753.29.

SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 15, 2022 in the amount of \$24,176.45.

SECTION 7: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 15, 2022 in the amount of \$3,666.61.

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 August 15, 2022 in the amount of \$108,970.40.

SECTION 9: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 15, 2022 in the amount of \$5,869.43.

SECTION 10: There is hereby appropriated out of the **Route JJ Sewer Extension Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 15, 2022 in the amount of \$5,850.00.

SECTION 11: There is hereby appropriated out of the **2021 EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 15, 2022 in the amount of \$33.00.

SECTION 12: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 15, 2022 in the amount of \$1,351.47.

SECTION 13: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 15, 2022 in the amount of \$11,592.89.

SECTION 14: There is hereby appropriated out of the **Ameren MO Solar Rebates Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 15, 2022 in the amount of \$1,719.49.

SECTION 15: There is hereby appropriated out of the **Solar Systems Settlement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 15, 2022 in the amount of \$3,910.33.

SECTION 16: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 15, 2022 in the amount of \$5,000.00.

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

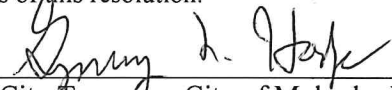
RESOLVED this 15th day of August 2022 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

Shannon Hance, MRCC, City Clerk

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

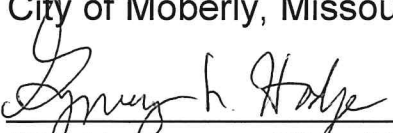


City Treasurer, City of Moberly, Missouri

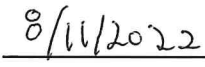
**EXPENSES PAID AUGUST 2, 2022 - AUGUST 11, 2022 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
AUGUST 15, 2022 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$ 49,914.72
Non-Resident Lodging Tax Fund	\$ 16,700.00
Payroll Fund	\$ 2,516.46
Heritage Hills Golf Course Fund	\$ 5,320.55
Parks and Recreation Fund	\$ 160,753.29
Airport Fund	\$ 24,176.45
Utilities Collection Fund	\$ 3,666.61
Utilities OP & Maintenance Fund	\$ 108,970.40
Utilities OP Reserve Fund	\$ 5,869.43
Route JJ Sewer Extension Fund	\$ 5,850.00
2021 EDA Grant Project Fund	\$ 33.00
Emergency Telephone Fund	\$ 1,351.47
Street Improvement Fund	\$ 11,592.89
Ameren MO Solar Rebates Fund	\$ 1,719.49
Solar Systems Settlement Fund	\$ 3,910.33
Downtown CID Sales Tax Fund	\$ 5,000.00
Total	\$ 407,345.09

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



Date

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
24 DISBURSEMENTS								
90800	8/05/2022	6	AMEREN MISSOURI	60.79				
90801	8/05/2022	26	B & D LOCK & KEY	360.00				
90802	8/05/2022	424	BUTLER SUPPLY INC	28.77				
90803	8/05/2022	6454	CAPITAL ONE	622.09				
90804	8/05/2022	2913	CULLIGAN WATER CONDITIONING	19.44				
90805	8/05/2022	3882	ED M FELD EQUIPMENT	335.34				
90806	8/05/2022	2588	GOODRADIO TV	3,087.00				
90807	8/05/2022	2964	LEES LAWN CARE & EQUIPMENT LLC	11,800.00				
90808	8/05/2022	1565	MACON ELECTRIC COOP	40.88				
90809	8/05/2022	801	BENN RYAN D	1,440.00				
90810	8/05/2022	2567	MERAMEC SPECIALTY COMPANY	898.24				
90811	8/05/2022	5239	MISSOURI DEPART OF REV 3375	3,666.61				
90812	8/05/2022	72	MISSOURI PARK AND RECREATION A	4,032.00				
90813	8/05/2022	2740	MOBERLY AREA CHAMBER OF COMMER	14,200.00				
90814	8/05/2022	1921	MOBERLY LUMBER INC	2,002.90				
90815	8/05/2022	6951	TACTICAL TRAINING SPECIALTIES	6,000.00				
90816	8/05/2022	2640	THOMAS HILL PUBLIC WATER SUPPL	171.44				
90817	8/05/2022	6374	UNIFIRST CORPORATION	.00			VOID:	
90818	8/05/2022	6374	UNIFIRST CORPORATION	571.10				
90819	8/05/2022	2644	USA BLUE BOOK	549.74				
90820	8/11/2022	6726	4 HIM CONSTRUCTION LLC	62,368.01				
90821	8/11/2022	6335	A/C OUTFITTERS	120.00				
90822	8/11/2022	4693	ADVANCED TURF SOLUTIONS	832.90				
90823	8/11/2022	2813	AHRENS STEEL & WELDING INC	193.37				
90824	8/11/2022	1	ALTORFER INC	10.80				
90825	8/11/2022	6120	AMAZON CAPITAL SERVICES	400.17				
90826	8/11/2022	3	AFLAC GROUP INSURANCE	1,196.46				
90827	8/11/2022	30	WOOGEDY LLC	143.00				
90828	8/11/2022	4504	AT&T 5011	678.20				
90829	8/11/2022	6245	AZAVAR	386.11				
90830	8/11/2022	26	B & D LOCK & KEY	130.00				
90831	8/11/2022	6160	BACKGROUND INVESTIGATION	19.95				
90832	8/11/2022	3625	BARR ENGINEERING COMPANY	5,265.08				
90833	8/11/2022	34	BOB'S TIRE, LLC	516.00				
90834	8/11/2022	5057	BOONE ANTHONY G.	4,891.64				
90835	8/11/2022	2605	BRATCHER'S MARKET	49.99				
90836	8/11/2022	191	BROWNFIELD OIL CO INC	82.00				
90837	8/11/2022	424	BUTLER SUPPLY INC	153.76				
90838	8/11/2022	6952	C&H CAFE	210.00				
90839	8/11/2022	6207	TYDANCO INC	496.80				
90840	8/11/2022	592	CDW GOVERNMENT INC	250.88				
90841	8/11/2022	2924	CIVICPLUS	3,481.46				
90842	8/11/2022	3063	CONLEY FOREST DO	85.00				
90843	8/11/2022	2645	CORE & MAIN LP	3,408.95				
90844	8/11/2022	678	CROWN POWER & EQUIPMENT	3,897.00				
90845	8/11/2022	2913	CULLIGAN WATER CONDITIONING	85.88				
90846	8/11/2022	118	D & L TRENCHING INC	2,025.00				
90847	8/11/2022	2971	DASH MEDICAL GLOVES INC	237.80				
90848	8/11/2022	285	DUBBERT MATT	100.00				
90849	8/11/2022	6596	ELEVATE EQUIPMENT & CONCRETE	127.94				
90850	8/11/2022	6216	FARRIS DOOR & DECORATING, LLC	201.00				

BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
90851	8/11/2022	3103	FASTENAL COMPANY	278.67				
90852	8/11/2022	1363	FIVE OAKS ASSOCIATES LLC	2,420.00				
90853	8/11/2022	701	FOUR ACRES NURSERY INC	4,150.00				
90854	8/11/2022	2839	FUSION TECHNOLOGY LLC	1,539.59				
90855	8/11/2022	704	GALLS LLC	.00			VOID:	
90856	8/11/2022	704	GALLS LLC	1,163.56				
90857	8/11/2022	6379	GREATLIFE MIDMO LLC	3,709.00				
90858	8/11/2022	737	HACH COMPANY	2,444.00				
90859	8/11/2022	6954	HEADRICK PAT	25.00				
90860	8/11/2022	5874	HILL FARMS EXCAVATION LLC	1,300.00				
90861	8/11/2022	763	SUMNER ONE	264.04				
90862	8/11/2022	5591	INOVATIA LABORATORIES LLC	395.00				
90863	8/11/2022	6671	IRVINBILT CONSTRUCTORS INC	39,995.00				
90864	8/11/2022	1319	KOHL WHOLESALE	4,917.24				
90865	8/11/2022	2919	L & J DEVELOPMENT INC	91,398.76				
90866	8/11/2022	579	LAND/CHARITON COUNTY CONCRETE	1,184.00				
90867	8/11/2022	2340	LAUBER MUNICIPAL LAW LLC	2,760.00				
90868	8/11/2022	1381	LEON UNIFORM COMPANY	429.98				
90869	8/11/2022	3015	LOWE'S HOME CENTERS, LLC	.00			VOID:	
90870	8/11/2022	3015	LOWE'S HOME CENTERS, LLC	1,260.71				
90871	8/11/2022	4718	MACON COUNTY HEALTH DEPARTMENT	10.00				
90872	8/11/2022	1598	MARK TWAIN REGIONAL COG	4,611.42				
90873	8/11/2022	2717	MATHESON TRI GAS INC	185.69				
90874	8/11/2022	1639	MATTOX ADVERTISING CO	2,530.00				
90875	8/11/2022	6955	MCKENNEY WENDY	100.00				
90876	8/11/2022	1726	MIDWEST ENVIR CONSULTANTS INC	89.50				
90877	8/11/2022	3041	MO ONE CALL SYSTEM INC	260.00				
90878	8/11/2022	1770	MO VOCATIONAL ENTERPRISES	272.30				
90879	8/11/2022	2740	MOBERLY AREA CHAMBER OF COMMER	4,750.00				
90880	8/11/2022	1935	MOBERLY MONITOR INDEX	340.00				
90881	8/11/2022	4354	MOORE & SHRYOCK LLC	5,850.00				
90882	8/11/2022	5064	MOORE ASHLEY	25.00				
90883	8/11/2022	4906	MUTTER FARMS LLC	.00			VOID:	
90884	8/11/2022	4906	MUTTER FARMS LLC	.00			VOID:	
90885	8/11/2022	4906	MUTTER FARMS LLC	8,623.53				
90886	8/11/2022	1604	NAPA AUTO PARTS OF MOBERLY	.00			VOID:	
90887	8/11/2022	1604	NAPA AUTO PARTS OF MOBERLY	.00			VOID:	
90888	8/11/2022	1604	NAPA AUTO PARTS OF MOBERLY	1,789.84				
90889	8/11/2022	2976	NEUMAYER EQUIPMENT CO INC	167.50				
90890	8/11/2022	6556	NORTHEAST R-IV PTO	100.00				
90891	8/11/2022	2822	PEPSI-COLA	2,864.96				
90892	8/11/2022	2596	PLUMB SUPPLY COMPANY-MOB	276.10				
90893	8/11/2022	2586	PRATHERS TOWING	100.00				
90894	8/11/2022	6551	PRO PUMPING & HYDROJETTING LLC	3,054.00				
90895	8/11/2022	415	RANDOLPH AREA YMCA	1,631.17				
90896	8/11/2022	1350	RANDOLPH CO FAMILY COMM ED	500.00				
90897	8/11/2022	2590	RANDOLPH COUNTY HEALTH DEPARTM	1,518.00				
90898	8/11/2022	2593	RANDOLPH COUNTY RECORDER	33.00				
90899	8/11/2022	2522	REID WENDY	100.00				
90900	8/11/2022	2977	RICKETTS FARM SERVICE INC	1,200.00				
90901	8/11/2022	2850	ROTARY CLUB OF MOBERLY	1,000.00				
90902	8/11/2022	2600	SAFE PASSAGE	108.00				
90903	8/11/2022	294	SCHAEFER SURVEYING LLC	1,140.00				

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
90904	8/11/2022	280	SCHEPPERS INTERNATIONAL TRUCK	1,363.18						
90905	8/11/2022	6957	SCHMIDT DAVID	603.75						
90906	8/11/2022	617	SCHULTE SUPPLY INC	4,519.60						
90907	8/11/2022	4526	SJ ELECTRO SYSTEMS INC	498.00						
90908	8/11/2022	2610	BRENDLINGER ENTERPRISES INC	1,008.00						
90909	8/11/2022	6471	SMITH SANDY	150.00						
90910	8/11/2022	2265	SNODGRASS JOAN	165.00						
90911	8/11/2022	5639	SOCKET	2,627.63						
90912	8/11/2022	5700	STAPLES	.00					VOID:	
90913	8/11/2022	5700	STAPLES	2,046.99						
90914	8/11/2022	5758	STARGUARD ELITE LLC	75.00						
90915	8/11/2022	6956	STOUT ROBERTA	75.00						
90916	8/11/2022	488	SUPERIOR ADVENTURE CENTER	72.24						
90917	8/11/2022	6371	THE TROLLEY COMPANY	900.00						
90918	8/11/2022	5737	THOMSON REUTERS-WEST	53.00						
90919	8/11/2022	6374	UNIFIRST CORPORATION	89.05						
90920	8/11/2022	2644	USA BLUE BOOK	632.85						
90921	8/11/2022	5575	USI INSURANCE SERVICE LLC	5,000.00						
90922	8/11/2022	2646	VALIC	760.00						
90923	8/11/2022	5386	WEST NATHAN	6.00						
90924	8/11/2022	2656	WESTLAKE HARDWARE	.00					VOID:	
90925	8/11/2022	2656	WESTLAKE HARDWARE	.00					VOID:	
90926	8/11/2022	2656	WESTLAKE HARDWARE	.00					VOID:	
90927	8/11/2022	2656	WESTLAKE HARDWARE	.00					VOID:	
90928	8/11/2022	2656	WESTLAKE HARDWARE	1,347.10						
90929	8/11/2022	6780	WETMORE SCOTT	1,080.00						
90930	8/11/2022	5298	ZAMKUS AND ASSOCIATES LLC	2,500.00						
90931	8/11/2022	5294	ZURCHER TIRE INC	684.00						
*20211124										
20211125	8/05/2022	5898	MOBERLY SOLAR, LLC	15,660.16			E-PAY			
20211126	8/05/2022	13	ARROW ENERGY INC	20,632.49			E-PAY			

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

BANK TOTALS:	
OUTSTANDING	407,345.09
CLEARED	.00

BANK 24 TOTAL	407,345.09
 VOIDED	 .00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	49,914.72	49,914.72	.00	.00
102 NON-RESIDENT LODGING TAX	16,700.00	16,700.00	.00	.00
105 PAYROLL FUND	2,516.46	2,516.46	.00	.00
114 HERITAGE HILLS GOLF CRSE	5,320.55	5,320.55	.00	.00
115 PARKS & RECREATION FUND	160,753.29	160,753.29	.00	.00
120 AIRPORT FUND	24,176.45	24,176.45	.00	.00
300 UTILITIES COLLECTION FUND	3,666.61	3,666.61	.00	.00
301 UTILITIES OP & MAINT	108,970.40	108,970.40	.00	.00
303 UTILITIES OP RESERVE	5,869.43	5,869.43	.00	.00
314 ROUTE JJ SEWER EXTENSION	5,850.00	5,850.00	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER

#20.

BANK# BANK NAME

CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT

CLEARED

MANUAL

VOID

REASON FOR VOID

350	2021 EDA GRANT PROJECTS	33.00	33.00	.00	.00
400	EMERGENCY TELEPHONE FUND	1,351.47	1,351.47	.00	.00
601	STREET IMPROVEMENT FUND	11,592.89	11,592.89	.00	.00
903	AMEREN MO SOLAR REBATES	1,719.49	1,719.49	.00	.00
906	SOLAR SYSTEMS SETTLEMENT	3,910.33	3,910.33	.00	.00
911	DOWNTOWN CID SALES TAX	5,000.00	5,000.00	.00	.00

*** CHECK SUMMARY ***

#20.

BANK#	BANK NAME		DESCRIPTION
CHECK#			
24 DISBURSEMENTS			
90800 Thru 90931	Accounts Payable Checks		
20211125 Thru 20211126	Accounts Payable E-Pay		

City of Moberly

City Council Agenda Summary

Agenda Number: #21.
 Department: City Manager
 Date: August 15, 2022

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 July.

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___ **Kyser** ___ ___

M___ S___ **Lucas** ___ ___

Passed Failed

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

July 2022

A. PROJECTS

Community Development

Demolition – Work is underway with four of the structures (1506 & 205 S. Morley, 512 Roberts and 3330 Hwy JJ) down. Work is moving quickly once they have started. Once we get these properties cleaned off and graded, some have another purpose such as the golf course addition and the clearing of the industrial property on Robertson Road, but the ones available for in-fill housing, we will advertise soon for development proposals.

Staff will be working to get the next round of structures lined up for demo.

Advertisement of City Lots for proposals – We opened proposals for these lots recently which gives anyone interested equal opportunity to submit proposals for redevelopment of these lots. We only received one proposal for 809 Vincil St. from Johnston Builders LLC for a slab type single family home. The property is zoned correctly, and the proposed structure would appear to be a good fit for the neighborhood.

Following the bid opening, we have already had some additional requests for some of these lots. Once a lot has gone through a formal public offering with no proposals submitted, we offer the lots on a first come first serve basis. The proposals are still evaluated based on the proposed use, with redevelopment being the highest priority.

5th Street development – The City owns a few lots on the North end of 5th Street, up to Franklin. We offered these up for development proposals in the past with no proposals. Following that public offering we received some interest and have been working with a developer on layouts for duplexes. They had them very tight in the area and we requested a rework on layout. In talking with the engineer, we anticipate having revised site plan drawings in August. They are hopeful they can get a plan approved and get started on them yet this year.

Public Works

MODOT

Brian and I met with Modot representatives Jeff Kroner and Rob Frese on July 26th to cover several topics. Our top priority was trying to figure out how we could incorporate Route M/Morley intersection improvements in with the cost share proposal. The cost share project that would widen S. Morley from Burkhart to Carpenter is scheduled for 2025, and as part of that Modot is looking to resurface all of S. Morley down to at least Route A, but likely Renick. Either way, new pavement will be through the Rt. M/Morley intersection that is in dire need of improvements. We stressed how this needs to be part of the plans for 2025 with improvements occurring when paving happens. Based on their discussions, it was clear we had to work to get this ranked at the top of the list for the TAC commission, so it had a shot to move up to the Tier I funding level.

I have started working on information to send out to my fellow TAC committee members to try and improve the odds of getting this to the top of the list. It will be a challenge as all Counties have needs and feel like their project is as important or more important, but if we can show the need for it to occur as part of other planned work in this area, hopefully it will make sense to the group, and we can get it moved up.

Excess R/W along Hwy 24 – We discussed these lots further and while we have no need for them at this time, other than to maintain them better, we have sent formal letters requesting Modot to deed them to the City for \$1. As these are smaller tracts that have little to no value as stand-alone parcels, they felt like this might be a viable option to acquire them.

Rollins St. sidewalk TAP – Modot is starting the reconstruction of the sidewalks on the North side of the Rollins between Gratz-Brown and Morley. We have applied for \$500,000 in TAP funds for the South side and discussed the needs and benefits with them. With the fact that they are completing work on the North side, and we had a good scoring application on this previously when funding was more limited, I feel like we have a high percentage for success. We should know for sure by next month.

Routh M Trail Extension – We considered submitting two TAP applications this round based on the funding that was available, but it would also require a 20% match and we have to keep our fund balance in good shape for the \$1.5M we will likely be facing for the cost share. We are still waiting on a response from them if we can use the shoulder of M and overpass for part of the proposed sidewalk/trail extension. In the event it is an option, this section is likely what we would recommend applying for as our next TAP application.

Concrete Contractor (DMC) projects in process or coming up soon

Thompson Street – they are currently underway with this work; curbs are being poured as I type. Once completed, the curbs, drive approaches and sidewalks will all be ADA compliant, and the paving contractor can edge mill and it will be a new street.

Martin Lane – we are still waiting on coordination from Modot and RR for the work that will occur in their R/W or close proximity.

Ditching Bids

We have around 9,000' of ditching work in longer runs, and numerous point jobs around the community, more than we have staff to keep up with. We sent out bid notices based on per foot pricing. We received only one bid for Willis Brother for \$7.25/ft. We feel like this is a fair price given the amount of equipment moving around and that they are a quality company we can rely on to do a good job on the grading and profiling.

Airport

Airport – David Allen Construction continues to make progress at the airport. His bid was for labor to replace the metal roof on two hangars, bottom 3' of metal on the main City Hangar and replace windows and install new metal siding and roof cap on the main hangar offices.

As they got into the windows, we found significant wood rot from water damage and some black mold. As a result, we ended up having to gut the previous leased office space. There is significant space available with the downstairs and two upper rooms. There is no reasonable way for ADA access to the upper floor, so it has limited potential for commercial space, but is too good of space and view to be wasted for storage like it has been for the past 40 years. This entire office space was last rented for \$200/mo. I am working on some plans for this space that would make it all utilized and generate significantly more revenue but would more upfront investment to get it finished out. I have a recommended funding source that would not require any funding from the General Fund to accomplish this.

This is a 1940's vintage building, unique styling and given the location overlooking the apron/runways it only adds to the options. The original ceilings downstairs are 14' high brick and clay block construction. I encourage you to stop by and take a look at the facility.

#21.

Cemetery Department

Staff is dealing with an increased level of ornaments and decorations of all types at the Cemetery. This makes mowing and weed eating very difficult and time consuming. We have tried to be reasonable but are now having to start enforcing our policy on items covering the lots. We also will be reviewing regulations and likely offer suggested revisions to better deal with the situations. We have some groups that we have requested to stop placing more items on the grave sites and it has continued. I have directed the sexton to remove the items when we mow and retain them in the office and let the family know that they can have them back, but the next removal we will remove and dispose of any items, outside of approved flowers/etc.

Our long-term grave digging group has sold out to another company. The company has agreed to continue with the same bid terms as we had so it should be an issue. We are looking into what we would need equipment and time wise to complete the grave digging in-house. The main thing will be a good mini excavator to complete the work with. Following more review, we hope to put a proposal together.

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

B. Planning & Zoning Commission

The Planning and Zoning Commission for the City of Moberly held a meeting on July 25, 2022.

1. Notice of a Public Hearing for a re-zoning and minor subdivision development plan submitted by Knox & Haynes Properties for the property located in the 300 block of Terrill Rd. This location is currently zoned B-3 (General Commercial District).
2. Notice of a Public Hearing for a site plan review submitted by Matt Brownfield for the property located at 223 N Williams St. for a proposed AirBnB, Transient Housing Rentals, Apartments. This is currently zoned B-2H (Central Business/Historic District).
3. Notice of a Public Hearing for a re-zoning submitted by Charles Johnston for the property located at and around 801 Myra Street. This is currently zoned B-3 (General Commercial District).
4. Notice of a Public Hearing for a site plan review submitted by L&J Development for the property located at 213 S Sturgeon Street for a proposed new wood frame metal building. This is currently zoned M-1 (Industrial District).
5. Notice of a Public Hearing for a re-zoning and minor subdivision development plan submitted by JAD Properties, LLC for the property located on North Buchanan Street north of 807 W Hwy 24. This location is currently zoned M-1(Industrial District) and B-3 (General Commercial District).
6. Notice of a Public Hearing for a text amendment submitted by the City of Moberly to amend Section 46-140 (Private Storage Buildings). To included additional provisions on shipping containers and storage buildings in residential zones.

C. Code Enforcement

Month of July: Mark

- 81 Inspection and reinspection's
- Drove checking grass

Month of July: David

- Going out doing inspections
- Helping customers in the office.

Month of July: Aaron

- Planning & Zoning 30%.
- Building Inspections 30%
- Training new person 10%
- Historic Preservation Reviews & information 2%
- New Code Review information 8%
- Nuisance complaints 20%
- We are going to advertise for Asbestos testing.

City of Moberly - Street Department

July-22

MAINTENANCE FACILITY

	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	17	0	90	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	7	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	39	0	0	37	\$0.00
Catch Basin Maintenance	119	0	2	0	\$0.00
Crack Sealing	152	0	97	0	\$0.00
Culvert Flushing	8	0	0	0	\$0.00
Culvert Installation	32	0	0	0	\$0.00
Curb Repair	8	0	0	0	\$0.00
Ditch Maintenance	7	0	0	0	\$0.00
Ice & Snow Removal	0	0	0	0	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	64	0	0	0	\$0.00
Rock Loaded/Hauled	0	0	175	0	\$0.00

Street Repair & Maintenance	243	0	5.5	2	\$0.00
Street Sign Maintenance	62	0	0	0	\$0.00
Street Sweeper Operation	11	0	3	0	\$0.00
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	80	0	14	0	\$0.00
Weedeating & Brush Removal, Streets	102	0	16	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	700	0	0	0	\$0.00
Mowing, City Lots	76	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	30	0	0	0	\$0.00
Sidewalk Maintenance	8	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	18	0	78	0	\$0.00
Trash Removal & Clean-Up, All Wards	12	0	23	0	\$0.00
FACILITIES & EQUIPMENT MAINTENANCE					
	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	24	0	0	0	\$0.00
Building Maintenance	0	0	0	0	\$0.00
Cemetery Maintenance	618.5	0	0	0	\$0.00
Grounds Maintenance	4	0	0	0	\$0.00
Landfill Maintenance	44	0	0	0	\$0.00
Maintenance Facility Maintenance	6	0	0	0	\$0.00
Wash Trucks & Equipment	12	0	0	0	\$0.00
MATERIALS PURCHASED					
	Loads	Tons	Cubic Yards	Gallons	Cost
Asphalt	0	0	0	0	\$0.00
Road Marking Paint, White	0	0	0	0	\$0.00
Road Marking Paint, Yellow	0	0	0	0	\$0.00
Salt	0	0	0	0	\$0.00
Sand	0	0	0	0	\$0.00
MECHANIC WORK PERFORMED					
	Units	Hours			
Routine Service	9	23			
Maintenance And Repair	27	87			

City of *Moberly!*

To: Moberly City Council; Brian Crane, City Manager

From: Greg Hodge, Director of Finance *GH*

Subject: Monthly Report – July 2022

General Information

- ✦ Sales and use tax revenues are well ahead of last year, details are below.
- ✦ The implementation of the Caselle continues to progress. After much back and forth, the Caselle management team reluctantly agreed to train here in Moberly versus sending staff to Provo, Utah, which we will do in the Municipal Building Large Conference Room. I anticipate this happening in late September or early October, I will advise once we get the dates set. With a little luck we will have the accounting core and the Utilities Management functions up and running before Thanksgiving.
- ✦ Councilman Lucas, Brian Crane, Matt Douglass, Shannon Hance, and I attended the MIRMA annual meeting at The Lodge of Four Seasons July 20-22. As usual the MIRMA staff did a great job putting together a well organized and informative conference. I was re-elected to the MIRMA Board, my sixth three-year term, and upon my retirement 6/30/2023 we are hoping to get Matt appointed to my seat to fill the remaining two years of my term.

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	+7.97%	Parks	+7.69%	Capital Improvement	+7.69%
Transportation	+7.69%	Use Tax	+35.82%	Downtown CID	+35.62%

Employee Health Insurance

Health claims	\$41,847.04	Pharmaceutical claims	\$24,563.13
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Health Insurance Contributions & Budget

Health Trust Contribution This Month	HSA Contributions This Month	Total Contributions This Month	Annual Budget	Budget Remaining
\$105,451.62	\$3,450.00	\$108,901.62	\$1,544,931.28	\$1,439,479.66

Health Trust Fund Cash Balance

	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
July	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58	\$350,783.18	\$516,952.83	\$396,277.33
August	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52	\$353,291.19	\$476,840.46	
September	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95	\$358,230.40	\$516,375.33	
October	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66	\$361,082.82	\$497,118.03	
November	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25	\$359,913.42	\$422,918.21	
December	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89	\$341,280.69	\$417,269.79	
January	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79	\$436,448.97	\$339,146.79	
February	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27	\$462,855.81	\$372,877.42	
March	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37	\$481,687.90	\$422,345.19	
April	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28	\$520,587.99	\$271,965.89	
May	\$762,796.66	\$608,960.67	\$543,627.95	\$309,247.58	\$473,770.32	\$338,672.63	
June	\$807,724.83	\$569,163.71	\$512,223.04	\$360,812.59	\$519,861.25	\$358,399.51	

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 July 2022.

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 - July 2022

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,627,202.54	641,099.53	-	635,693.43	20,833.33	1,611,775.31
102	Non-Resident Lodging Tax	180,708.71	10,697.09	-	-	-	191,405.80
105	Payroll	540,752.03	612.49	-	(3,350.18)	-	544,714.70
110	Solid Waste	736,407.89	95,745.79	-	85,506.82	-	746,646.86
114	Heritage Hills Golf Course	-	27,246.00	-	7,293.00	19,953.00	-
115	Parks and Recreation	(41,902.13)	81,952.91	299,863.44	381,096.35	-	(41,182.13)
116	Park Sales Tax	1,145,875.02	131,137.79	19,953.00	-	299,863.44	997,102.37
120	Airport	(59,001.31)	47,017.31	-	37,083.44	-	(49,067.44)
125	Perpetual Care Cemetery Sales	709.23	-	-	-	-	709.23
126	Perpetual Care Cemetery Investment	529,000.00	575.49	-	-	-	529,575.49
135	ARPA Grant Fund	1,178,568.14	1,280.43	-	-	-	1,179,848.57
137	Use Tax Trust	249,193.59	270.73	-	-	-	249,464.32
140	Veterans Memorial Flag Project	38,862.31	42.22	-	49.50	-	38,855.03
300	Utilities Collection	-	542,613.95	-	542,613.95	-	-
301	Utilities Operation and Maintenance	(64,498.77)	-	343,330.16	343,330.16	-	(64,498.77)
302	Utilities Replacement	711,038.58	-	4,125.00	-	-	715,163.58
303	Utilities Operating Reserve	1,384,697.58	2,276.87	39,969.48	6,333.49	-	1,420,610.44
306	Utilities Consumer Security	223,881.97	2,261.51	-	-	-	226,143.48
307	Sugar Creek Lake Fund	60,941.70	407.16	-	-	-	61,348.86
314	Route JJ Sewer Extension Fund	(225,227.13)	-	-	54,155.91	-	(279,383.04)
350	EDA Grant Projects Fund	(422,129.67)	-	-	8,459.78	-	(430,589.45)
377	2004B SRF Bonds Debt Service	1,180,306.89	1,282.31	42,772.34	38,403.29	-	1,185,958.25
378	2006A SRF Bonds Debt Service	1,741,694.41	1,892.22	35,728.54	36,130.22	-	1,743,184.95
379	2004C Bond Debt Service	144,800.96	157.32	29,859.58	26,458.37	-	148,359.49
380	2008A Bonds Debt Service	91,233.71	99.13	15,051.85	-	-	106,384.69
381	ESP Projects Debt Service	159,641.22	173.44	50,458.31	135,340.85	-	74,932.12
Escrow		1,017,859.66	-	-	-	-	1,017,859.66
Total CWWSS (funds 300-381 + escrow)		6,004,241.11	551,163.91	561,295.26	1,191,226.02	-	5,925,474.26

City of Moberly Cash Balance Report - July 2022

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
304	Capital Improvement Trust	369,405.91	134,054.67	-	9,589.66	54,994.76	438,876.16
400	911 Emergency Telephone	58,192.80	29,672.93	20,833.33	47,971.01	-	60,728.05
406	Inmate Security Fund	14,871.27	74.16	-	-	-	14,945.43
408	Police Forfeiture Fund	4,320.59	-	-	-	-	4,320.59
600	Transportation Trust	2,337,542.62	145,402.91	-	57,826.58	-	2,425,118.95
601	Street Improvement	(34,939.54)	77,992.21	-	16,151.79	-	26,900.88
900	MODAG Grant/Loan	21,831.34	23.73	-	-	-	21,855.07
901	Misc. Project Residuals	150,333.16	163.33	-	-	-	150,496.49
903	Ameren MO Solar Rebates	352,353.06	-	-	1,719.49	-	350,633.57
904	Hometown Strong Fund	100,000.00	-	-	-	-	100,000.00
905	Retail Consulting Fund	11,647.64	12.66	-	-	-	11,660.30
906	Solar Systems Settlement Fund	801,538.02	-	-	3,910.33	-	797,627.69
908	Railcar Preservation Fund	643.80	0.70	-	-	-	644.50
909	Lucille Manor CDBG Reimbursement	253,527.08	275.45	-	-	-	253,802.53
911	Downtown CID Sales Tax	126,479.35	10,054.73	-	212.95	-	136,321.13
912	Downtown CID Property Tax	309,471.19	6,620.69	-	662.18	1,733.84	313,695.86
914	Downtown NID Cost of Issuance	-	-	-	-	-	-
915	Downtown NID Street Projects	137,005.59	-	-	-	-	137,005.59
916	Downtown NID Sewer Projects	1,516,994.41	-	-	-	-	1,516,994.41
918	Downtown NID Debt Service	77,441.99	84.14	11,817.17	-	-	89,343.30
995	Health Trust	358,399.51	151,772.75	-	113,894.93	-	396,277.33
995	Investments	-	-	-	-	-	-
Total Health Trust		358,399.51	151,772.75	-	113,894.93	-	396,277.33
Total Cash		19,097,676.92	2,145,046.75	913,762.20	2,586,537.30	397,378.37	19,172,570.20
Less Escrow Accounts		(1,017,859.66)	-	-	-	-	(1,017,859.66)
Net Cash per Bank Cash Report		18,079,817.26	2,145,046.75	913,762.20	2,586,537.30	397,378.37	18,154,710.54

City of Moberly Budget Comparison Report - July 2022

#21.

		Percentage of Year Completed							8.33%
		Revenues				Expenditures			
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget
100	General	641,099.53	641,099.53	9,431,789.14	6.80%	672,461.80	672,461.80	9,431,789.14	7.13%
102	Non-Resident Lodging Tax	10,697.09	10,697.09	100,900.00	10.60%	0.00	0.00	100,000.00	0.00%
105	Payroll	612.49	612.49	0.00	0.00%	-3,039.26	-3,039.26	0.00	0.00%
110	Solid Waste	95,745.79	95,745.79	1,093,900.00	8.75%	86,171.54	86,171.54	1,073,840.75	8.02%
114	Heritage Hills Golf Course	27,246.00	27,246.00	246,134.01	11.07%	27,246.00	27,246.00	246,134.01	11.07%
115	Parks and Recreation	381,096.35	381,096.35	3,344,585.83	11.39%	381,096.35	381,096.35	3,344,585.83	11.39%
116	Park Sales Tax	151,090.79	151,090.79	1,628,000.00	9.28%	299,863.44	299,863.44	2,415,969.84	12.41%
120	Airport	47,017.31	47,017.31	635,557.18	7.40%	37,083.44	37,083.44	635,557.18	5.83%
125	Perpetual Care Cemetery Sales	0.00	0.00	25,000.00	0.00%	0.00	0.00	25,000.00	0.00%
126	Perpetual Care Cemetery Investment	575.49	575.49	28,000.00	2.06%	0.00	0.00	3,000.00	0.00%
135	ARPA Grant Fund	1,280.43	1,280.43	1,374,405.28	0.09%	0.00	0.00	300,000.00	0.00%
140	Veterans Memorial Flag Project	42.22	42.22	3,300.00	1.28%	49.50	49.50	3,000.00	1.65%
300	Utilities Collection	542,613.95	542,613.95	7,814,333.91	6.94%	549,888.74	549,888.74	7,814,333.91	7.04%
301	Utilities Operation and Maintenance	343,330.16	343,330.16	5,661,664.64	6.06%	343,330.16	343,330.16	5,661,664.64	6.06%
302	Utilities Replacement	4,125.00	4,125.00	49,500.00	8.33%	0.00	0.00	0.00	0.00%
303	Utilities Operating Reserve	42,246.35	42,246.35	175,568.75	24.06%	6,333.49	6,333.49	437,535.82	1.45%
304	Capital Improvement Trust	134,054.67	134,054.67	1,422,000.00	9.43%	64,584.42	64,584.42	814,206.41	7.93%
307	Sugar Creek Lake Fund	407.16	407.16	2,300.00	17.70%	0.00	0.00	0.00	0.00%
314	Route JJ Sewer Extension Fund	0.00	0.00	1,464,148.00	0.00%	54,155.91	54,155.91	1,464,148.00	3.70%
350	EDA Grant Projects Fund	0.00	0.00	6,128,287.00	0.00%	8,459.78	8,459.78	6,128,287.00	0.14%
377	2004B SRF Bonds Debt Service	44,054.65	44,054.65	519,868.13	8.47%	38,403.29	38,403.29	907,243.75	4.23%
378	2006A SRF Bonds Debt Service	37,620.76	37,620.76	438,342.50	8.58%	36,130.22	36,130.22	836,175.00	4.32%
379	2004C Bond Debt Service	30,016.90	30,016.90	358,795.00	8.37%	26,458.37	26,458.37	326,650.00	8.10%
380	2008A Bonds Debt Service	15,150.98	15,150.98	180,922.16	8.37%	0.00	0.00	164,911.05	0.00%
381	ESP Projects Debt Service	50,631.75	50,631.75	606,199.74	8.35%	135,340.85	135,340.85	551,363.40	24.55%
400	911 Emergency Telephone	50,506.26	50,506.26	532,480.00	9.49%	47,971.01	47,971.01	646,139.37	7.42%
406	Inmate Security Fund	74.16	74.16	810.00	9.16%	0.00	0.00	0.00	0.00%
600	Transportation Trust	145,402.91	145,402.91	1,436,700.00	10.12%	57,826.58	57,826.58	1,279,059.00	4.52%
601	Street Improvement	77,992.21	77,992.21	500,000.00	15.60%	16,151.79	16,151.79	675,275.00	2.39%

City of Moberly Budget Comparison Report - July 2022

#21.

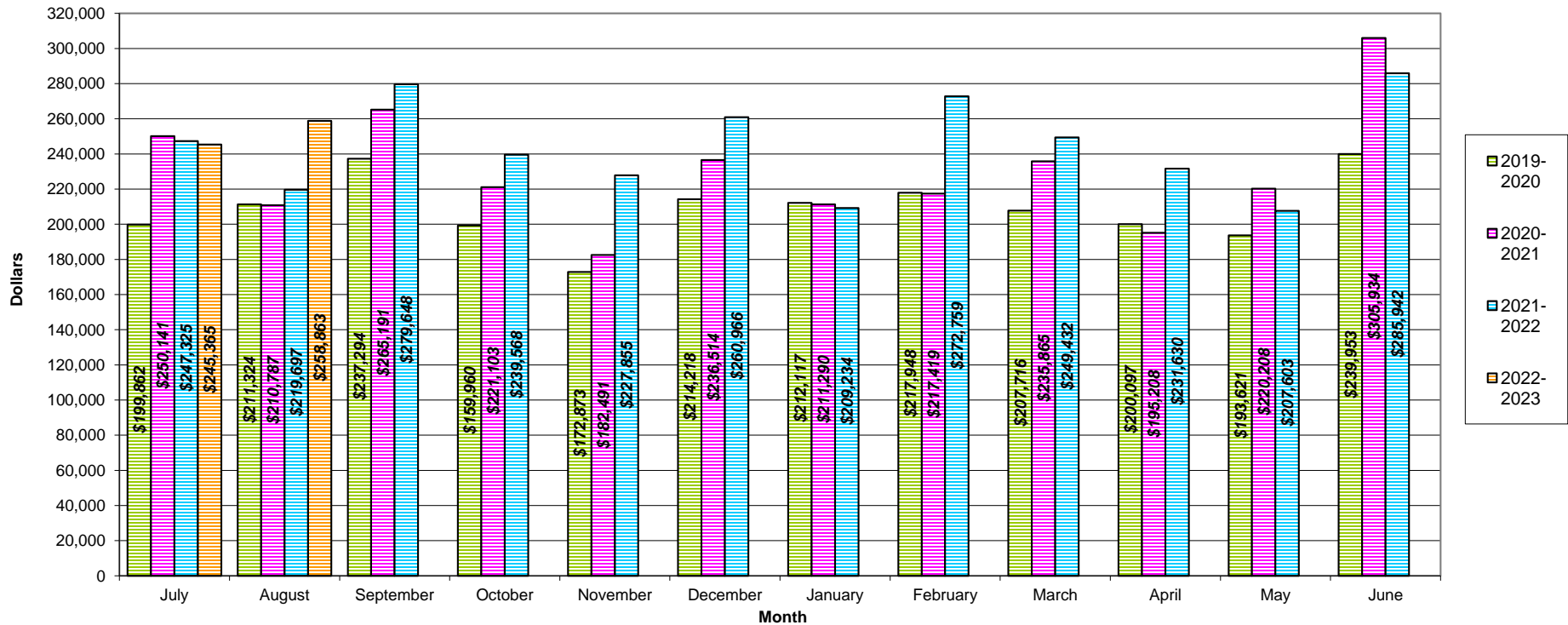
		Percentage of Year Completed								8.33%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
903	Ameren MO Solar Rebates	0.00	0.00	0.00	0.00%	1,719.49	1,719.49	0.00	0.00%	
904	Hometown Strong Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
905	Retail Consulting Fund	12.66	12.66	0.00	0.00%	0.00	0.00	0.00	0.00%	
906	Solar Systems Settlement Fund	0.00	0.00	0.00	0.00%	3,910.33	3,910.33	0.00	0.00%	
908	Railcar Preservation Fund	0.70	0.70	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	275.45	275.45	24,325.00	1.13%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	10,054.73	10,054.73	101,680.00	9.89%	212.95	212.95	101,300.00	0.21%	
912	Downtown CID Property Tax	6,620.69	6,620.69	215,000.00	3.08%	2,396.02	2,396.02	202,616.08	1.18%	
914	Downtown NID Cost of Issuance	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
915	Downtown NID Street Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
916	Downtown NID Sewer Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
918	Downtown NID Debt Service	11,901.31	11,901.31	143,006.04	8.32%	0.00	0.00	128,914.60	0.00%	
995	Health Trust	151,772.75	151,772.75	0.00	0.00%	113,894.93	113,894.93	0.00	0.00%	
TOTALS		3,055,369.65	3,055,369.65	45,687,502.31	6.69%	3,008,101.14	3,008,101.14	45,718,699.78	6.58%	

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

#21.

	2019-2020				2020-2021				2021-2022				2022-2023			
			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	7.97%	\$199,862	-17.31%	-17.31%	9.09%	\$250,141	25.16%	25.16%	8.44%	\$247,325	-1.13%	-1.13%	48.66%	\$245,365	-0.79%	-0.79%
August	8.43%	\$211,324	12.94%	-4.11%	7.66%	\$210,787	-0.25%	12.10%	7.49%	\$219,697	4.23%	1.32%	51.34%	\$258,863	17.83%	7.97%
September	9.47%	\$237,294	-3.45%	-3.87%	9.64%	\$265,191	11.76%	11.97%	9.54%	\$279,648	5.45%	2.83%	0.00%			
October	7.95%	\$199,259	7.64%	-1.39%	8.03%	\$221,103	10.96%	11.73%	8.17%	\$239,568	8.35%	4.12%	0.00%			
November	6.90%	\$172,873	6.55%	-0.13%	6.63%	\$182,491	5.56%	10.69%	7.77%	\$227,855	24.86%	7.47%	0.00%			
December	8.55%	\$214,218	-3.25%	-0.68%	8.59%	\$236,514	10.41%	10.64%	8.90%	\$260,966	10.34%	7.97%	0.00%			
January	8.46%	\$212,117	2.23%	-0.27%	7.68%	\$211,290	-0.39%	9.02%	7.14%	\$209,234	-0.97%	6.77%	0.00%			
February	8.70%	\$217,948	2.24%	0.05%	7.90%	\$217,419	-0.24%	7.81%	9.30%	\$272,759	25.45%	9.03%	0.00%			
March	8.29%	\$207,716	2.51%	0.32%	8.57%	\$235,865	13.55%	8.45%	8.51%	\$249,432	5.75%	8.65%	0.00%			
April	7.98%	\$200,097	-4.84%	-0.20%	7.09%	\$195,208	-2.44%	7.40%	7.90%	\$231,630	18.66%	9.53%	0.00%			
May	7.73%	\$193,621	1.22%	-0.08%	8.00%	\$220,208	13.73%	7.94%	7.08%	\$207,603	-5.72%	8.16%	0.00%			
June	9.57%	\$239,953	10.55%	0.85%	11.12%	\$305,934	27.50%	9.81%	9.75%	\$285,942	-6.53%	6.52%	0.00%			
Total	100.00%	\$2,506,282			100.00%	\$2,752,151			100.00%	\$2,931,659			100.00%	\$504,227		

Annual Comparison by Month

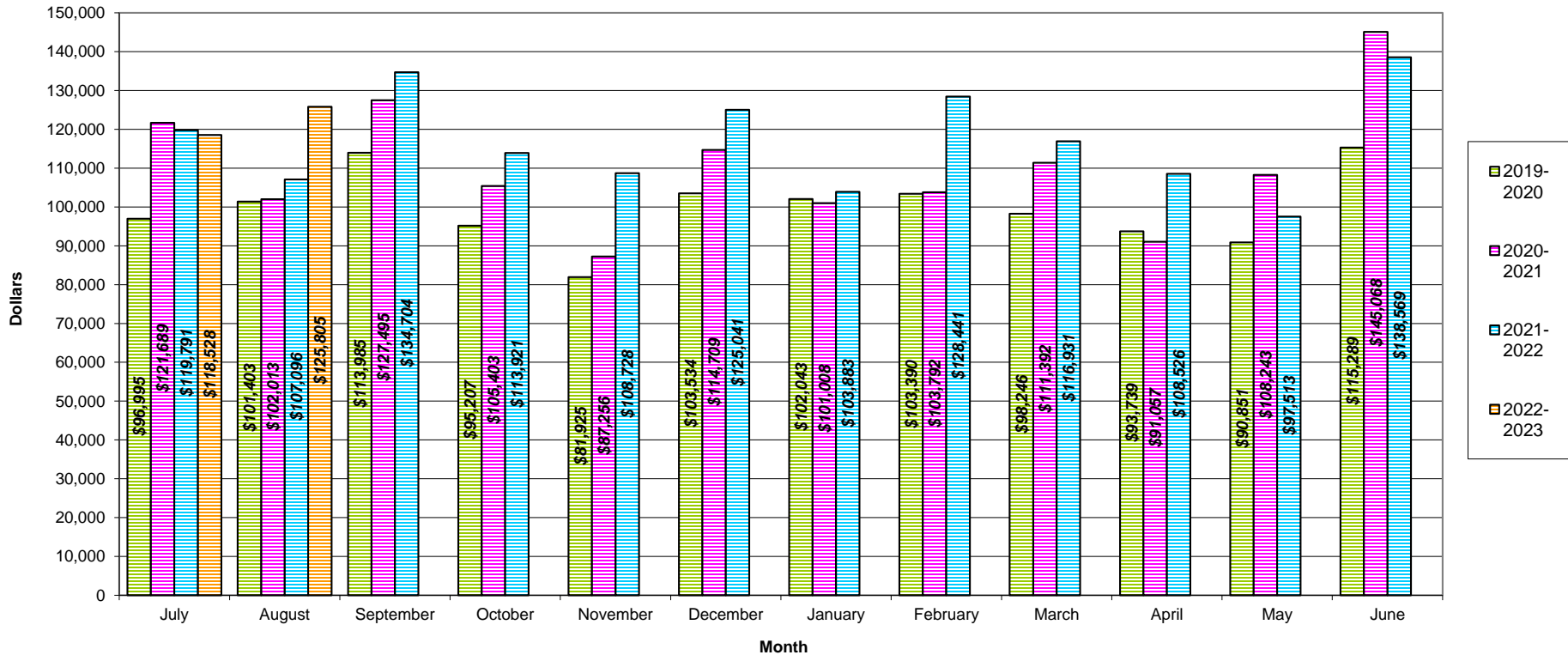


City of Moberly
One-Half Percent (1/2%) Parks Fund Sales Tax Analysis

#21.

	2019-2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	8.54%	\$119,791	-1.56%	-1.56%	48.51%	\$118,528	-1.05%	-1.05%
August	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	7.63%	\$107,096	4.98%	1.42%	51.49%	\$125,805	17.47%	7.69%
September	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	9.60%	\$134,704	5.65%	2.96%	0.00%			
October	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	8.12%	\$113,921	8.08%	4.14%	0.00%			
November	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	7.75%	\$108,728	24.61%	7.43%	0.00%			
December	8.65%	\$103,534	17.42%	3.20%	8.70%	\$114,709	10.79%	11.05%	8.91%	\$125,041	9.01%	7.70%	0.00%			
January	8.53%	\$102,043	-15.02%	0.05%	7.66%	\$101,008	-1.01%	9.28%	7.40%	\$103,883	2.85%	7.06%	0.00%			
February	8.64%	\$103,390	3.00%	0.42%	7.87%	\$103,792	0.39%	8.13%	9.15%	\$128,441	23.75%	9.06%	0.00%			
March	8.21%	\$98,246	3.21%	0.72%	8.44%	\$111,392	13.38%	8.70%	8.33%	\$116,931	4.97%	8.59%	0.00%			
April	7.83%	\$93,739	-4.21%	0.23%	6.90%	\$91,057	-2.86%	7.61%	7.73%	\$108,526	19.18%	9.50%	0.00%			
May	7.59%	\$90,851	1.52%	0.34%	8.21%	\$108,243	19.14%	8.58%	6.95%	\$97,513	-9.91%	7.71%	0.00%			
June	9.63%	\$115,289	9.85%	1.18%	11.00%	\$145,068	25.83%	10.24%	9.88%	\$138,569	-4.48%	6.37%	0.00%			
Total	100.00%	\$1,196,607			100.00%	\$1,319,125			100.00%	\$1,403,145			100.00%	\$244,333		

Annual Comparison by Month

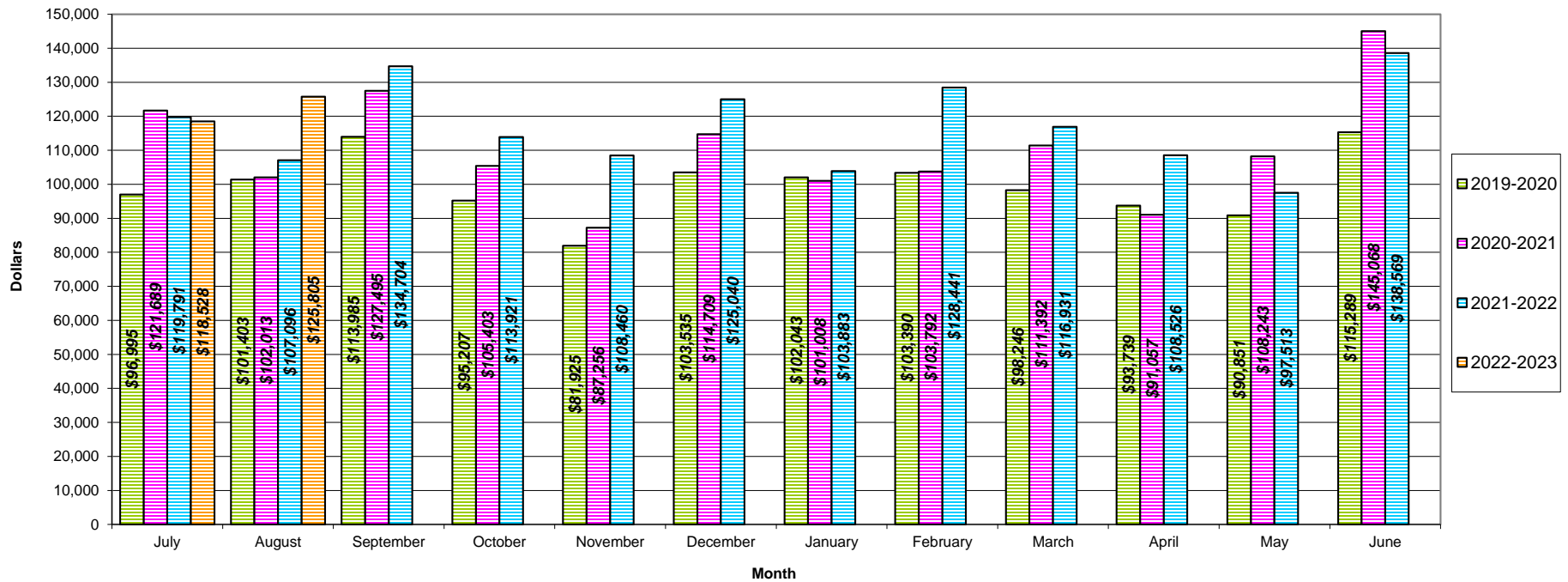


City of Moberly
One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis

#21.

	2019-2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	8.54%	\$119,791	-1.56%	-1.56%	48.51%	\$118,528	-1.05%	-1.05%
August	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	7.63%	\$107,096	4.98%	1.42%	51.49%	\$125,805	17.47%	7.69%
September	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	9.60%	\$134,704	5.65%	2.96%	0.00%			
October	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	8.12%	\$113,921	8.08%	4.14%	0.00%			
November	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	7.73%	\$108,460	24.30%	7.38%	0.00%			
December	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,709	10.79%	11.05%	8.91%	\$125,040	9.01%	7.66%	0.00%			
January	8.53%	\$102,043	1.96%	0.03%	7.66%	\$101,008	-1.01%	9.28%	7.41%	\$103,883	2.85%	7.02%	0.00%			
February	8.64%	\$103,390	3.04%	0.41%	7.87%	\$103,792	0.39%	8.13%	9.16%	\$128,441	23.75%	9.03%	0.00%			
March	8.21%	\$98,246	3.21%	0.71%	8.44%	\$111,392	13.38%	8.70%	8.34%	\$116,931	4.97%	8.57%	0.00%			
April	7.83%	\$93,739	-4.17%	0.23%	6.90%	\$91,057	-2.86%	7.61%	7.74%	\$108,526	19.18%	9.47%	0.00%			
May	7.59%	\$90,851	1.52%	0.33%	8.21%	\$108,243	19.14%	8.58%	6.95%	\$97,513	-9.91%	7.69%	0.00%			
June	9.63%	\$115,289	9.85%	1.18%	11.00%	\$145,068	25.83%	10.24%	9.88%	\$138,569	-4.48%	6.35%	0.00%			
Total	100.00%	\$1,196,609			100.00%	\$1,319,126			100.00%	\$1,402,876			100.00%	\$244,333		

Annual Comparison by Month

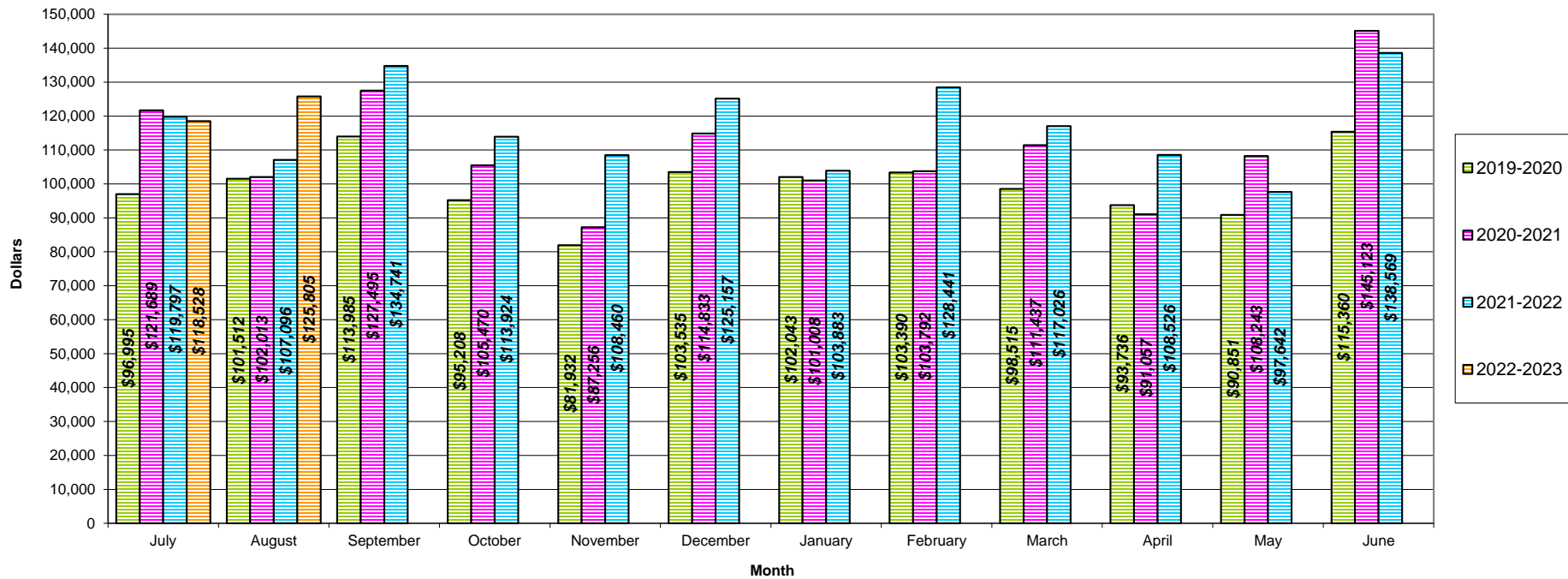


City of Moberly
One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis

#21.

	2019-2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.10%	\$96,995	-16.56%	-16.56%	9.22%	\$121,689	25.46%	25.46%	8.54%	\$119,797	-1.55%	-1.55%	48.51%	\$118,528	-1.06%	-1.06%
August	8.48%	\$101,512	14.32%	-3.19%	7.73%	\$102,013	0.49%	12.69%	7.63%	\$107,096	4.98%	1.43%	51.49%	\$125,805	17.47%	7.69%
September	9.52%	\$113,985	-2.80%	-3.05%	9.66%	\$127,495	11.85%	12.39%	9.60%	\$134,741	5.68%	2.97%	0.00%			
October	7.95%	\$95,208	8.16%	-0.64%	7.99%	\$105,470	10.78%	12.01%	8.12%	\$113,924	8.02%	4.14%	0.00%			
November	6.84%	\$81,932	7.44%	0.62%	6.61%	\$87,256	6.50%	11.09%	7.73%	\$108,460	24.30%	7.37%	0.00%			
December	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,833	10.91%	11.06%	8.92%	\$125,157	8.99%	7.65%	0.00%			
January	8.52%	\$102,043	1.82%	0.01%	7.66%	\$101,008	-1.01%	9.29%	7.40%	\$103,883	2.85%	7.01%	0.00%			
February	8.64%	\$103,390	3.04%	0.39%	7.87%	\$103,792	0.39%	8.13%	9.15%	\$128,441	23.75%	9.03%	0.00%			
March	8.23%	\$98,515	3.37%	0.71%	8.45%	\$111,437	13.12%	8.68%	8.34%	\$117,026	5.02%	8.57%	0.00%			
April	7.83%	\$93,736	-4.18%	0.23%	6.90%	\$91,057	-2.86%	7.59%	7.73%	\$108,526	19.18%	9.47%	0.00%			
May	7.59%	\$90,851	1.52%	0.33%	8.20%	\$108,243	19.14%	8.56%	6.96%	\$97,642	-9.79%	7.70%	0.00%			
June	9.64%	\$115,360	9.87%	1.18%	11.00%	\$145,123	25.80%	10.22%	9.87%	\$138,569	-4.52%	6.35%	0.00%			
Total	100.00%	\$1,197,062			100.00%	\$1,319,415			100.00%	\$1,403,262			100.00%	\$244,333		

Annual Comparison by Month

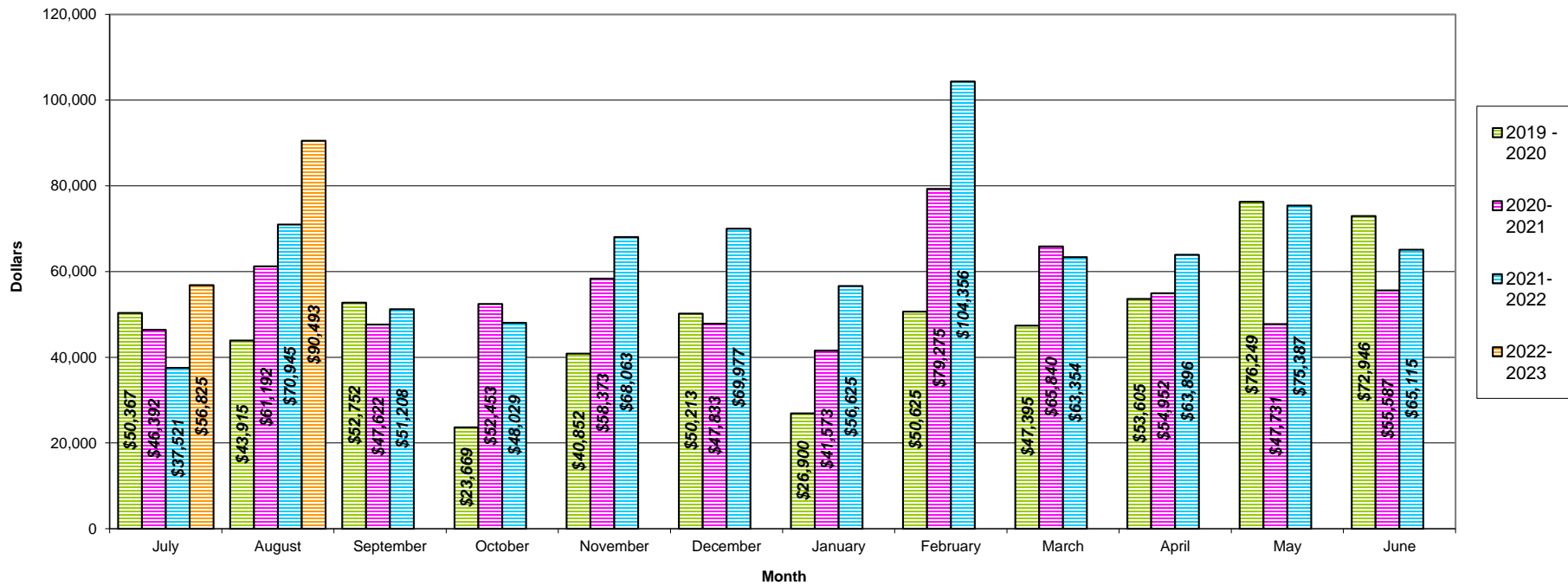


City of Moberly
Two & One-Half Percent (2-1/2%) Use Tax Analysis

#21.

	2019 - 2020				2020-2021				2021-2022				2022-2023			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.54%	\$50,367	8.33%	8.33%	7.04%	\$46,392	-7.89%	-7.89%	4.84%	\$37,521	-19.12%	-19.12%	38.57%	\$56,825	51.45%	51.45%
August	7.45%	\$43,915	-15.49%	-4.24%	9.29%	\$61,192	39.34%	14.11%	9.16%	\$70,945	15.94%	0.82%	61.43%	\$90,493	27.55%	35.82%
September	8.95%	\$52,752	90.99%	16.62%	7.23%	\$47,622	-9.73%	5.56%	6.61%	\$51,208	7.53%	2.88%	0.00%			
October	4.02%	\$23,669	-14.91%	10.92%	7.96%	\$52,453	121.61%	21.65%	6.20%	\$48,029	-8.44%	0.02%	0.00%			
November	6.93%	\$40,852	-25.03%	1.52%	8.86%	\$58,373	42.89%	25.75%	8.79%	\$68,063	16.60%	3.66%	0.00%			
December	8.52%	\$50,213	26.92%	5.57%	7.26%	\$47,833	-4.74%	19.90%	9.04%	\$69,977	46.30%	10.16%	0.00%			
January	4.56%	\$26,900	-41.60%	-1.82%	6.31%	\$41,573	54.55%	23.13%	7.31%	\$56,625	36.21%	13.20%	0.00%			
February	8.59%	\$50,625	-5.09%	-2.32%	12.03%	\$79,275	56.59%	28.12%	13.47%	\$104,356	31.64%	16.56%	0.00%			
March	8.04%	\$47,395	-19.65%	-4.84%	9.99%	\$65,840	38.92%	29.45%	8.18%	\$63,354	-3.78%	13.89%	0.00%			
April	9.09%	\$53,605	47.24%	-0.55%	8.34%	\$54,952	2.51%	26.17%	8.25%	\$63,896	16.28%	14.13%	0.00%			
May	12.93%	\$76,249	139.75%	8.85%	7.24%	\$47,731	-37.40%	16.78%	9.73%	\$75,387	57.94%	17.59%	0.00%			
June	12.37%	\$72,946	46.93%	12.46%	8.44%	\$55,587	-23.80%	11.76%	8.41%	\$65,115	17.14%	17.55%	0.00%			
Total	100.00%	\$589,488			100.00%	\$658,823			100.00%	\$774,475			100.00%	\$147,319		

Annual Comparison by Month

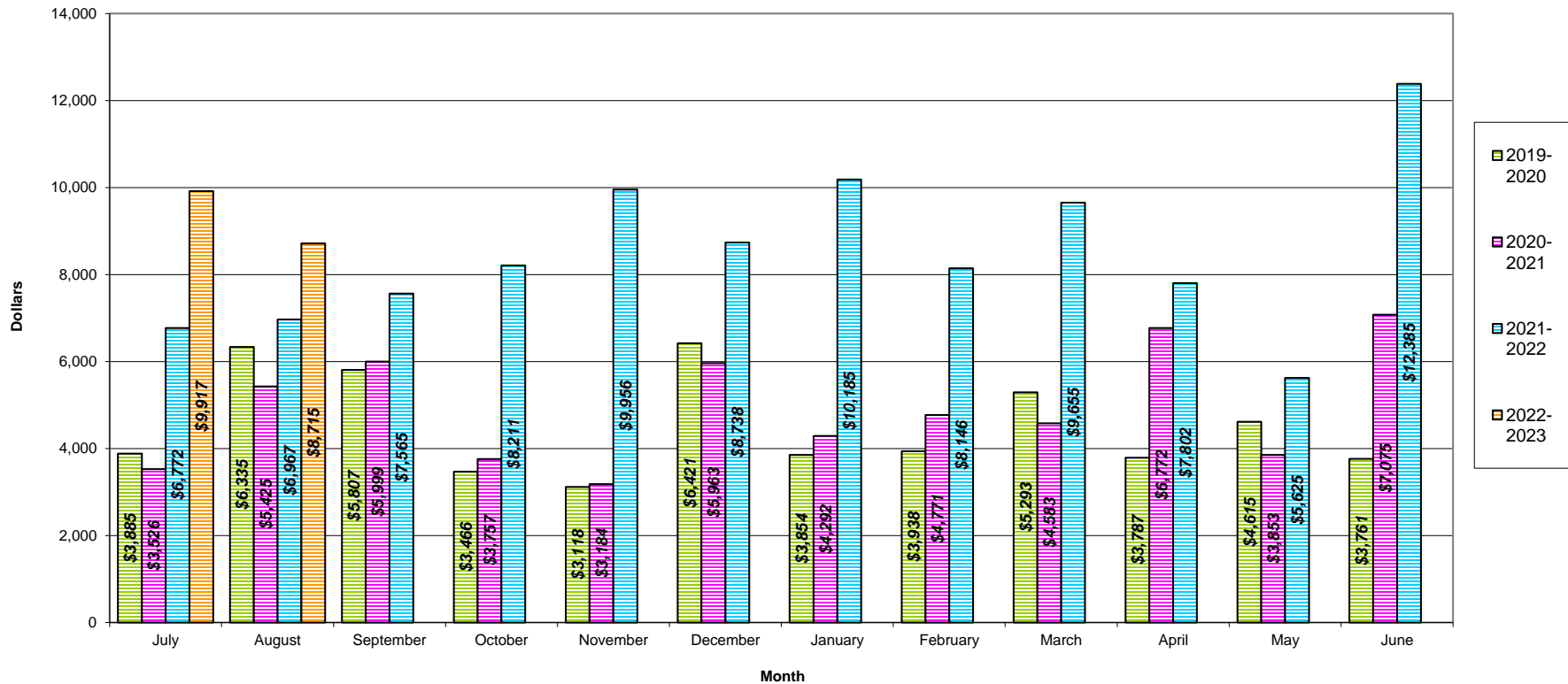


City of Moberly
One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis

#21.

	2019-2020				2020-2021				2021-2022				2022-2023			
			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	7.16%	\$3,885	-22.25%	-22.25%	5.96%	\$3,526	-9.24%	-9.24%	6.64%	\$6,772	92.03%	92.03%	53.23%	\$9,917	46.46%	46.46%
August	11.67%	\$6,335	110.82%	27.72%	9.16%	\$5,425	-14.37%	-12.42%	6.83%	\$6,967	28.42%	53.48%	46.77%	\$8,715	25.09%	35.62%
September	10.70%	\$5,807	59.53%	37.67%	10.13%	\$5,999	3.32%	-6.72%	7.42%	\$7,565	26.09%	42.49%	0.00%			
October	6.39%	\$3,466	-4.97%	27.50%	6.35%	\$3,757	8.39%	-4.03%	8.05%	\$8,211	118.56%	57.76%	0.00%			
November	5.75%	\$3,118	-4.21%	21.93%	5.38%	\$3,184	2.09%	-3.19%	9.76%	\$9,956	212.74%	80.30%	0.00%			
December	11.83%	\$6,421	65.55%	29.48%	10.07%	\$5,963	-7.14%	-4.06%	8.57%	\$8,738	46.55%	73.08%	0.00%			
January	7.10%	\$3,854	0.40%	25.23%	7.25%	\$4,292	11.36%	-2.25%	9.98%	\$10,185	137.32%	81.65%	0.00%			
February	7.26%	\$3,938	-34.19%	14.20%	8.06%	\$4,771	21.14%	0.25%	7.99%	\$8,146	70.75%	80.24%	0.00%			
March	9.75%	\$5,293	30.90%	16.06%	7.74%	\$4,583	-13.42%	-1.47%	9.47%	\$9,655	110.68%	83.61%	0.00%			
April	6.98%	\$3,787	20.74%	16.44%	11.44%	\$6,772	78.83%	5.15%	7.65%	\$7,802	15.21%	74.01%	0.00%			
May	8.50%	\$4,615	43.88%	18.50%	6.51%	\$3,853	-16.50%	3.18%	5.51%	\$5,625	45.98%	71.94%	0.00%			
June	6.93%	\$3,761	-9.77%	15.98%	11.95%	\$7,075	88.10%	9.06%	12.14%	\$12,385	75.04%	72.31%	0.00%			
Total	100.00%	\$54,280			100.00%	\$59,199			100.00%	\$102,005			100.00%	\$18,632		

Annual Comparison by Month



City of Moberly Health Plan Trust
Comparative Profit & Loss Statement
July 2022

<u>Income</u>	<u>July 2022</u>	<u>July 2021</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	20,260.38	0.00	20,260.38	0.00%
4901 Interest Income	0.00	6.37	(6.37)	-100.00%
4950 Employer Contributions	109,363.29	111,965.99	(2,602.70)	-2.32%
4951 Employee Contributions	21,028.70	0.00	21,028.70	0.00%
4952 Employee Cobra Payments	70.38	0.00	70.38	0.00%
4953 Reinsurance Refunds	0.00	0.00	0.00	0.00%
4954 Employee Buy-up Premiums	<u>1,050.00</u>	<u>550.00</u>	<u>500.00</u>	<u>90.91%</u>
Total Income	151,772.75	112,522.36	39,250.39	34.88%
 <u>Expenditures</u>				
5406 Contracted Services	452.50	0.00	452.50	100.00%
5806 Miscellaneous	0.00	64.00	(64.00)	-100.00%
5817 Bank Fees	0.00	0.00	0.00	100.00%
5850 Health Claims Paid	41,847.04	47,821.88	(5,974.84)	-12.49%
5851 Pharmaceuticals	24,563.13	17,104.37	7,458.76	43.61%
5852 Reinsurance Premiums	28,205.50	30,816.92	(2,611.42)	-8.47%
5853 Life Insurance Premiums	2,376.27	1,972.78	403.49	20.45%
5854 Medical Claims Admin Fees	6,162.04	6,259.44	(97.40)	-1.56%
5855 Dental Claims Admin Fees	432.15	432.25	(0.10)	-0.02%
5856 Air Ambulance Memberships	5,503.00	6,300.00	(797.00)	-12.65%
5857 Dental Claims Paid	4,255.80	4,594.14	(338.34)	-7.36%
5858 HSA Account Fees	<u>97.50</u>	<u>65.00</u>	<u>32.50</u>	<u>50.00%</u>
Total Expenditures	<u>113,894.93</u>	<u>115,430.78</u>	<u>(1,535.85)</u>	<u>-1.33%</u>
 Net Income (Loss)	 <u>37,877.82</u>	 <u>(2,908.42)</u>	 <u>40,786.24</u>	 <u>-1402.35%</u>

City of Moberly Health Plan Trust
Comparative Balance Sheet
July 31, 2022

<u>ASSETS</u>	<u>July 31, 2022</u>	<u>July 31, 2021</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>396,277.33</u>	<u>516,952.83</u>	<u>(120,675.50)</u>	<u>-23.34%</u>
Total Current Assets	<u>396,277.33</u>	<u>516,952.83</u>	<u>(120,675.50)</u>	<u>-23.34%</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>396,277.33</u>	<u>516,952.83</u>	<u>(120,675.50)</u>	<u>-23.34%</u>
<u>LIABILITIES & EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	<u>358,399.51</u>	<u>519,861.25</u>	<u>(161,461.74)</u>	<u>-31.06%</u>
Net Income (Loss)	<u>37,877.82</u>	<u>(2,908.42)</u>	<u>40,786.24</u>	<u>-1402.35%</u>
Total Equity	<u>396,277.33</u>	<u>516,952.83</u>	<u>(120,675.50)</u>	<u>-23.34%</u>
TOTAL LIABILITIES & EQUITY	<u>396,277.33</u>	<u>516,952.83</u>	<u>(120,675.50)</u>	<u>-23.34%</u>

08/01/22
12:57

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

343
Page: 1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	7	0.89
Accident/Motor Vehicle	30	3.82
Alarm Call	15	1.91
Animal Bite	3	0.38
Animal Complaint	9	1.15
Arson	1	0.13
Assault	7	0.89
Assist Other Agency	37	4.71
Assist Public/Employee	71	9.03
Building Check	94	11.96
Burglary	1	0.13
City Ordinance Violation	2	0.25
Damage Property	15	1.91
Document Delivery/Pickup	1	0.13
Domestic Abuse	4	0.51
Extra Watch	20	2.54
Extra Watch Request	45	5.73
Field Contact	10	1.27
Fire Call	2	0.25
Found Property/Contraband	6	0.76
Fraud	2	0.25
Funeral Escort	2	0.25
Harassment	24	3.05
Health Safety	1	0.13
Information/Criminal Activity	1	0.13
Keeping the Peace	5	0.64
Medical Assist\RCAD	7	0.89
Missing Person	7	0.89
Motor Vehicle Theft	1	0.13
Parking Violation	6	0.76
Peace Disturbance	66	8.40
Runaway Juvenile Detained	1	0.13
Runaway Juv	6	0.76
Sex Offenses	1	0.13
Special Assignment	1	0.13
Stealing	33	4.20
Suspicious Activity	46	5.85
Suspicious Person	31	3.94
Suspicious Vehicle	11	1.40
Traffic Complaint	90	11.45
Trespass/Refusing to Leave	10	1.27
Warrant Arrest	21	2.67
Try to Contact/Well-Being	33	4.20

Total Calls: 786

Report Includes:

All dates between `00:00:01 07/01/22` and `23:59:59 07/31/22`
 All nature of incidents
 All cities matching `MOB`
 All types
 All priorities
 All agencies matching `1`

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



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
July 2022**

1. Abuse of a Child: Suspect: AF, W/M, 28 yoa; Victim: LF, W/M, 7 months old
Reports sent to RCPA.
2. Warrant: Leaving the scene of an accident. Suspect: RC, W/M, 46yoa; Victim:
State of MO. Reports sent to RCPA.
3. 2. Rape: Suspect: JS, W/M, 41yoa; Victim: MM, W/F, 37yoa. Unfounded
4. 3. Missing Person (Adult): Missing: KG, W/F, 22yoa. Cleared, Located.
5. 4. Warrant: (Probation Violation) Possession of Controlled Substance. Suspect:
DH, W/M, 37yoa; Victim: State of MO. Reports sent to RCPA.
6. 5. Delivery of a Control Substance/Endangering the Welfare of a Child: Suspect:
LP, W/F, 20 yoa; Victim: AM, W/F, 15yoa. Reports sent to RCPA.
7. Domestic Assault 3rd: Suspect; WB, W/M, 34 yoa, Victim; AM, W/F, 31 yoa,
Disposition: Reports sent to RCPA
8. Burglary 1st: Suspect; WB, W/M, 34 yoa, Victim; AM, W/F, 31 yoa, Disposition:
Reports sent to RCPA
9. Warrant Arrest (FTR as Sex Offender): Suspect; WB, W/M, 34 yoa, Victim; State
of Missouri, Disposition: Reports sent to RCPA
10. Possession of a Controlled Substance-Felony: Suspect; AM, W/F, 44 yoa, Victim;
State of Missouri, Disposition: Reports sent to RCPA
11. Possession of Marijuana Less Than 10 Grams-Prior Offender: Suspect; AM, W/F,
44 yoa, Victim; State of Missouri, Disposition: Reports sent to RCPA
12. Nonconsensual Dissemination of Sexual Images: Suspect; EH, W/M, 25 yoa,
Victim: AD, B/F, 20 yoa, Disposition: Reports sent to RCPA
13. Possession with Intent. Suspect; BD, W/F, 36 yoa, Victim: State of Missouri,
Disposition. Reports sent to BCPA.

Cases Cleared.....	13
Interviews.....	68
Interrogations.....	5
Reports Written.....	68

Special Assignments

Monthly Report

Completed Paycom for detective unit.
 Approved numerous reports for Detective Unit.
 Tagged numerous body camera videos.
 Conducted follow up on missing person investigation.
 Liquor License Application- Westside Bar and Grill.
 Attended forensic interview in Columbia reference Child Abuse investigation.
 Attended Human Trafficking training in Kirksville.
 Conducted follow up in reference to Child Molestation investigation.
 Assisted with Child Abuse investigation.
 Assisted with Stealing/ Drug Possession case.
 Assisted with Missing Person investigation.
 Conducted follow up on Child Abuse investigation.
 Assisted Columbia PD with a Harassment investigation.
 Collected DNA swab in reference to Child Abuse investigation.
 Assisted US Marshals/ MSHP with reported kidnapping.
 Assisted with Arson investigation.
 Attended meeting at the Randolph County Prosecutor's Office.
 Defensive Tactics training.
 Investigated report of possible kidnapping.
 Picked up SAFE kit from University Hospital.
 Conducted follow up on Child Abuse investigation.
 Completed Lab Analysis Request form for testing of evidence.
 Conducted follow up on a Stealing investigation.
 Served Randolph County arrest warrant.
 Conducted follow-up on rape case.
 Responded to Rainbow House for a Forensic Interview.
 Attended Sex Trafficking Awareness training.
 Assisted Major Crime Task Force for Homicide Investigation.
 Submitted a Snapchat preservation request.
 Followed up on locating a missing person.
 Assisted Patrol Division with warrant arrest.
 Assisted Patrol Division with arson investigation.
 Attended State Court.
 Responded to Rainbow House for a Forensic Interview.



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 Patrol Division with trespassing investigation.
Responded to Rainbow House for a Forensic Interview.
Attended ground fighting training.
Arrest for driving while suspended investigation.
Arrest for delivery of controlled substance and child endangerment investigation.
Assisted Callaway County Sheriff's Office on rape case.
Followed up on hotline investigation.
Conducted field contact.
Conducted demonstration for the Junior Police Academy
Met with AUSA and DEA in reference to OD death investigation
Typed federal search warrant affidavit
Met with RCPA in reference to cold case murder
Located wanted sex offender
Attended human trafficking training in Kirksville
NEMO Major case squad callout for homicide in Adair County
Attended State Court
Assisted DEA, CPD and Boone County SO with drug operation
Typed search warrant
Conducted traffic stop
Attended defensive tactics training
Assisted other detective with stealing investigation
Collected evidence from Boone County Cyber Crimes
Executed search warrant to AT&T
Conducted SWAT and Detective presentation for Jr. Police Academy
Applied for notary through Secretary of State
Followed lead on possible sighting of Adair County homicide suspect
Assisted NOMO DTF with identification of suspects in drug investigation

Respectfully Submitted,

Tracey Hayes
Commander

Moberly Fire Department

July Monthly Report

2022



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: August 1, 2022, 2022
 Re: July Monthly Council Report:

- Last month the fire department responded to 131 incidents (28 different types) this included: **7 fire related calls, 74 EMS Calls, 24 service calls, 4 good intent call, 13 false alarms & false calls, 3 Hazardous Condition (No Fire), 5 Special Incident Types, 1 Overpressure Rupture, Explosion, Overheat (No Fire), and 21 fire inspections.**
- The Department's three shifts combined for **223** training hours. The following topics were covered: Hose Advancement; Radio Communications; Scene Size-Up; Aerial Operations; Search & Rescue; Helicopter Functions & Landing Zone Operations; Naval Nuclear Spent Fuel Transportation Accident (Classroom); and Health and Wellness.
- Vehicle maintenance: Engine 305 is at Cummins in Columbia for major repairs to fix issues not corrected by STLF; Aerial Truck 301 has to have new injectors put in (Palmatory's).
- The fire station resource location study has been completed and presented to Council. Robert Graff with ESCI presented to Council during special Work Session on July 28th.
- Building inspections (CFOs) and annual business inspections continue to be done by all three shifts.
- Hydrant testing is progressing well. The crews tested 55 hydrants in July.
- Crews assisted with the Harrier Track Club Independence 5K.
- Crews were on hand at the 4th of July festivities at the Sports complex.
- Crews assisted with the Randolph County Fair Tractor Pull and other activities.
- Chief and on-duty personnel participated in a virtual meeting with Rick Kuhl of WSKF Architects regarding a proposed station design. Concepts/ideas of possible "spaces" were the main subject of the meeting.

Notice for August 2022

- Gas Appliance and Business inspections will continue to be provided. They will be scheduled and done when the crews are available.

- The Chief will continue to participate in the COVID-19 conference call (COAD) when they occur.
- The Naval Nuclear Spent Fuel Transportation Accident exercise will occur on August 2nd. On-duty crews and the Fire Chief will participate. The exercise will be held on the Railroad yard grounds.
- The Chief will participate in the RHSOC Region B Oversight Committee Meeting on August 8th.
- The Chief will attend the Region B Fire Chief's Association Meeting on August 17th in Shelbina.
- The Department will be holding a recruit testing day this month (August 19th).
- The department will have at least one individual participate in the Amtrak Derailment Debriefing in Mendon on August 27th.
- Crews will assist in a fire prevention learning program with the Randolph County Public Health Department at two area childcare locations on August 30th.

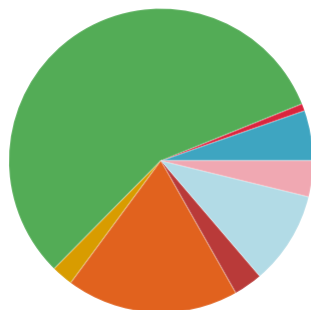


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports By Incident Type, Summary



- 1 - Fire: 5.34 %
- 2 - Overpressure Rupture, Explosion, Overheat(no fire): 0.76 %
- 3 - Rescue & Emergency Medical Service Incident: 56.49 %
- 4 - Hazardous Condition (No Fire): 2.29 %
- 5 - Service Call: 18.32 %
- 6 - Good Intent Call: 3.05 %
- 7 - False Alarm & False Call: 9.92 %
- 9 - Special Incident Type: 3.82 %

Incident Type	Total Incidents	Percent
141 - Forest, woods or wildland fire	1	0.76%
143 - Grass fire	2	1.53%
151 - Outside rubbish, trash or waste fire	1	0.76%
1511 - Household Refuse Fire	1	0.76%
160 - Special outside fire, other	1	0.76%
1601 - Fence or other outside structure	1	0.76%
251 - Excessive heat, scorch burns with no ignition	1	0.76%
311 - Medical assist, assist EMS crew	1	0.76%
3112 - Lift Assistance	10	7.63%
3113 - Standby, No care provided	2	1.53%
321 - EMS call, excluding vehicle accident with injury	53	40.46%
322 - Motor vehicle accident with injuries	3	2.29%

Incident Type	Total Incidents	Percent
324 - Motor vehicle accident with no injuries.	5	3.82%
412 - Gas leak (natural gas or LPG)	1	0.76%
444 - Power line down	2	1.53%
5001 - Gas Appliance Inspection	21	16.03%
522 - Water or steam leak	1	0.76%
551 - Assist police or other governmental agency	1	0.76%
553 - Public service	1	0.76%
611 - Dispatched & canceled en route	3	2.29%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.76%
700 - False alarm or false call, other	1	0.76%
730 - System malfunction, other	1	0.76%
735 - Alarm system sounded due to malfunction	7	5.34%
741 - Sprinkler activation, no fire - unintentional	1	0.76%
745 - Alarm system activation, no fire - unintentional	2	1.53%
746 - Carbon monoxide detector activation, no CO	1	0.76%
911 - Citizen complaint	5	3.82%

Total Number of Incidents: 131

Total Number of Incident Types: 28

Incident Type	Total Incidents	Percent
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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 '7/1/2022 12:00:00 AM' and '7/31/2022 11:59:59 PM'

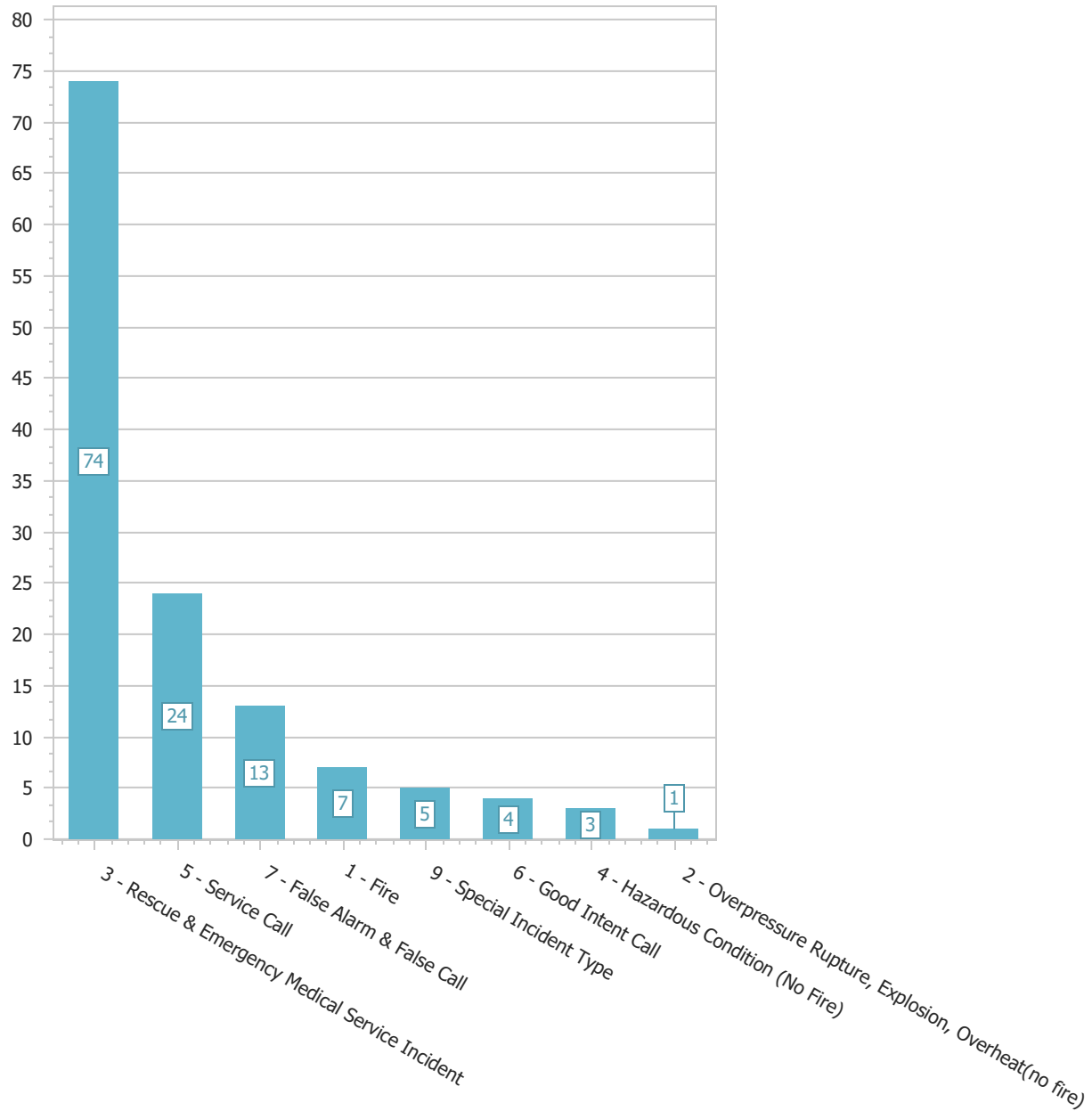


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports by Incident Type Series, Detailed



Incident Type: 1 - Fire

Incident #	Exp #	Alarm Date/Time	Address
2200710	0	7/1/2022 10:10:09 PM	115 HURLEY ST, Moberly, MO 65270
2200724	0	7/4/2022 10:01:23 PM	1221 CONCANNON ST W, Moberly, MO 65270
2200726	0	7/4/2022 10:43:11 PM	823 S WILLIAMS ST, Moberly, MO 65270
2200733	0	7/5/2022 2:06:58 PM	1052 BOND, Moberly, MO 65270
2200735	0	7/5/2022 9:56:49 PM	720 Benson, Moberly, MO 65270
2200771	0	7/14/2022 1:22:26 PM	422 Taylor ST, Moberly, MO 65270
2200788	0	7/19/2022 1:57:34 PM	W Hwy 24 & Holman RD, Moberly, MO

Total Incidents: 7**Incident Type:** 2 - Overpressure Rupture, Explosion, Overheat(no fire)

Incident #	Exp #	Alarm Date/Time	Address
2200770	0	7/14/2022 12:48:37 PM	139 Tannehill ST, Moberly, MO 65270

Total Incidents: 1**Incident Type:** 3 - Rescue & Emergency Medical Service Incident

Incident #	Exp #	Alarm Date/Time	Address
2200708	0	7/1/2022 2:20:44 PM	1800 E OUTER RD, Moberly, MO 65270
2200709	0	7/1/2022 7:52:23 PM	800 SINNOCK AVE #21, Moberly, MO 65270
2200711	0	7/2/2022 3:49:55 AM	308 N COLLEGE AVE #6, Moberly, MO 65270
2200713	0	7/2/2022 5:05:35 PM	508 ROBERTS, Moberly, MO 65270
2200714	0	7/2/2022 6:56:51 PM	1 WESTWOOD, Moberly, MO 65270
2200717	0	7/3/2022 3:23:20 PM	325 MORNINGSIDE DR, Moberly, MO 65270
2200718	0	7/3/2022 9:12:21 PM	319 MOREHEAD ST, Moberly, MO 65270

2200719	0	7/3/2022 10:19:31 PM	629 FRANKLIN AVE #15, Moberly, MO 65270
2200721	0	7/4/2022 12:21:52 PM	800 SINNOCK AVE #22, Moberly, MO 65270
2200723	0	7/4/2022 6:37:48 PM	205 Farror ST, Moberly, MO 65270
2200725	0	7/4/2022 10:06:34 PM	400 AUSTIN ST, Moberly, MO 65270
2200727	0	7/5/2022 2:03:18 AM	464 E BURKHART ST, Moberly, MO 65270
2200728	0	7/5/2022 6:02:20 AM	2105 SILVA LN N #7, Moberly, MO 65270
2200730	0	7/5/2022 9:40:46 AM	600 E HIGHWAY 24, Moberly, MO 65270
2200734	0	7/5/2022 2:45:07 PM	1021 N MORLEY, Moberly, MO 65270
2200741	0	7/6/2022 5:30:00 PM	300 N Clark ST, Moberly, MO 65270
2200742	0	7/6/2022 10:39:05 PM	1501 N Morley ST, Moberly, MO 65270
2200743	0	7/7/2022 5:56:25 PM	1204 S MORLEY ST #24, Moberly, MO 65270
2200744	0	7/7/2022 6:34:12 PM	1021 N MORLEY ST, Moberly, MO 65270
2200746	0	7/8/2022 8:06:13 AM	703 FRANKLIN ST, Moberly, MO 65270
2200747	0	7/8/2022 11:43:34 AM	1217 SHEPHERDS DR, Moberly, MO 65270
2200748	0	7/8/2022 12:01:19 PM	411 W REED ST, Moberly, MO 65270
2200749	0	7/8/2022 2:32:32 PM	300 E HIGHWAY 24, Moberly, MO 65270
2200751	0	7/8/2022 5:05:04 PM	301 S Morley ST, Moberly, MO 65270
2200752	0	7/8/2022 5:10:15 PM	W 24 HWY & Emerson ST, Moberly, MO
2200753	0	7/9/2022 7:21:37 AM	1025 Williams S, Moberly, MO 65270
2200755	0	7/9/2022 9:25:40 PM	823 N Ault ST, Moberly, MO 65270
2200757	0	7/10/2022 12:44:04 PM	100 ROTHWELL PARK, Moberly, MO 65270
2200758	0	7/10/2022 8:01:10 PM	300 W ROLLINS ST, Moberly, MO 65270
2200759	0	7/10/2022 8:26:01 PM	619 Meadowbrook CIR, Moberly, MO 65270

2200761	0	7/11/2022 2:10:13 AM	800 SINNOCK AVE E #33, Moberly, MO 65270
2200763	0	7/11/2022 2:50:46 PM	319 MOREHEAD, Moberly, MO 65270
2200765	0	7/12/2022 12:34:39 PM	614 Epperson ST, Moberly, MO 65270
2200768	0	7/13/2022 8:20:37 PM	1358 CONESTOGA TRCE, Moberly, MO 65270
2200772	0	7/14/2022 4:10:16 PM	424 E McKinsey ST, Moberly, MO 65270
2200775	0	7/15/2022 6:38:00 AM	208 Edgwood TER, Moberly, MO 65270
2200776	0	7/15/2022 6:29:52 PM	1340 HARVEST, Moberly, MO 65270
2200777	0	7/16/2022 2:01:40 AM	522 McKinley AVE, Moberly, MO 65270
2200779	0	7/17/2022 6:10:23 AM	1223 SHEPHERDS, Moberly, MO 65270
2200783	0	7/18/2022 6:32:04 AM	221 MORLEY, Moberly, MO 65270
2200784	0	7/18/2022 12:08:08 PM	1712 N Morley ST, Moberly, MO 65270
2200786	0	7/18/2022 6:56:40 PM	319 Morehead ST, Moberly, MO 65270
2200787	0	7/19/2022 2:57:25 AM	1204 S Morley ST, Moberly, MO 65270
2200789	0	7/20/2022 7:23:15 AM	1900 HIGHWAY DD, Moberly, MO 65270
2200790	0	7/20/2022 11:17:15 AM	800 SINNOCK #33, Moberly, MO 65270
2200791	0	7/20/2022 3:15:31 PM	Hwy 24 W & Holman RD, Moberly, MO
2200792	0	7/21/2022 12:11:22 PM	N Morley & E Highway 24, Moberly, MO
2200794	0	7/22/2022 4:45:03 PM	424 CORINTH DR, Moberly, MO 65270
2200795	0	7/22/2022 8:47:39 PM	419 S WILLIAMS ST, Moberly, MO 65270
2200796	0	7/23/2022 1:58:00 AM	1028 Sinnock AVE, Moberly, MO 65270
2200797	0	7/24/2022 10:16:57 AM	1028 SINNOCK, Moberly, MO 65270
2200801	0	7/25/2022 3:29:08 PM	919 S WILLIAMS ST, Moberly, MO 65270
2200802	0	7/25/2022 6:21:59 PM	704 Vincil ST E, Moberly, MO 65270

2200805	0	7/26/2022 12:31:00	OAKS, Moberly, MO 65270 PM
2200806	0	7/26/2022 1:41:14	714 ST CHARLES, Moberly, MO 65270 PM
2200807	0	7/26/2022 3:34:53	221 MORLEY, Moberly, MO 65270 PM
2200808	0	7/26/2022 4:55:13	1024 S 4Th ST, Moberly, MO 65270 PM
2200809	0	7/26/2022 11:58:18	601 ALLEN, Moberly, MO 65270 PM
2200810	0	7/27/2022 8:37:22	1028 SINNOCK, Moberly, MO 65270 PM
2200811	0	7/28/2022 3:18:27	1309 HWY 24 HWY, Moberly, MO 65270 PM
2200819	0	7/29/2022 12:35:12	1028 SINNOCK, Moberly, MO 65270 PM
2200820	0	7/29/2022 1:11:15	1217 SHEPHERDS, Moberly, MO 65270 PM
2200821	0	7/29/2022 5:18:19	1347 MORLEY, Moberly, MO 65270 PM
2200822	0	7/29/2022 6:38:22	906 MYRA, Moberly, MO 65270 PM
2200823	0	7/29/2022 7:02:00	300 W Highway 24, Moberly, MO 65270 PM
2200825	0	7/30/2022 2:14:00	906 Sinnock AVE, Moberly, MO 65270 AM
2200826	0	7/30/2022 5:25:00	1515 Union AVE, Moberly, MO 65270 AM
2200828	0	7/30/2022 7:54:04	621 N MORLEY, Moberly, MO 65270 AM
2200830	0	7/30/2022 11:09:58	1201 S Morley #8, Moberly, MO 65270 AM
2200832	0	7/30/2022 11:44:30	1820 CHRISMAN, Moberly, MO 65270 AM
2200833	0	7/30/2022 11:45:08	1301 HIGHWAY 24, Moberly, MO 65270 AM
2200834	0	7/30/2022 7:10:00	E Highway 24 & N Highway 63, Moberly, MO PM
2200835	0	7/31/2022 1:16:32	1301 E 24 HWY, Moberly, MO 65270 PM
2200836	0	7/31/2022 2:09:12	711 E TERRILL RD, Moberly, MO 65270 PM

Total Incidents: 74

Incident Type: 4 - Hazardous Condition (No Fire)

Incident # Exp # Alarm Date/Time Address

2200774	0	7/14/2022 10:51:38 PM	507 Taylor STS, Moberly, MO 65270
2200780	0	7/17/2022 12:36:36 PM	132 ELIZABETH, Moberly, MO 65270
2200824	0	7/29/2022 7:27:00 PM	608 W Rollins ST, Moberly, MO 65270

Total Incidents: 3**Incident Type:** 5 - Service Call**Incident # Exp # Alarm Date/Time Address**

2200731	0	7/5/2022 9:28:00 AM	1250 E McKinsey ST, Moberly, MO 65270
2200732	0	7/5/2022 10:19:00 AM	126 Bedford ST, Moberly, MO 65270
2200736	0	7/6/2022 10:25:00 AM	1811 S Morley ST, Moberly, MO 65270
2200737	0	7/6/2022 10:41:00 AM	620 Cleveland AVE, Moberly, MO 65270
2200738	0	7/6/2022 12:55:00 PM	914 E Logan ST, Moberly, MO 65270
2200739	0	7/6/2022 3:40:00 PM	827 Fourth S, Moberly, MO 65270
2200740	0	7/6/2022 4:25:00 PM	1029 N Ault ST, Moberly, MO 65270
2200750	0	7/8/2022 3:30:00 PM	1517 PARK DR, Moberly, MO 65270
2200764	0	7/11/2022 3:19:00 PM	544 Woodland AVE, Moberly, MO 65270
2200766	0	7/12/2022 1:00:00 PM	421 Barrow ST, Moberly, MO 65270
2200769	0	7/14/2022 8:00:00 AM	515 Franklin AVE, Moberly, MO 65270
2200773	0	7/14/2022 4:36:30 PM	212 N Fifth ST, Moberly, MO 65270
2200785	0	7/18/2022 12:05:00 PM	301 Hinkley ST, Moberly, MO 65270
2200793	0	7/22/2022 3:05:00 PM	1350 Lantern PT, Moberly, MO 65270
2200798	0	7/24/2022 3:05:03 PM	419 Rothwell Park RD, Moberly, MO 65270
2200800	0	7/25/2022 2:01:00 PM	118 Pine ST, Moberly, MO 65270

2200812	0	7/28/2022 5:50:00	W Rollins ST & S Sixth ST, Moberly, MO PM
2200814	0	7/29/2022 10:27:00	531 W Carpenter ST, Moberly, MO 65270 AM
2200815	0	7/29/2022 10:50:00	426 E Rollins ST, Moberly, MO 65270 AM
2200816	0	7/29/2022 11:05:00	360 E Rollins ST, Moberly, MO 65270 AM
2200817	0	7/29/2022 11:21:00	629 Porter ST, Moberly, MO 65270 AM
2200818	0	7/29/2022 11:41:00	310 Hillcrest DR, Moberly, MO 65270 AM
2200829	0	7/30/2022 10:57:00	801 S 4th ST, Moberly, MO 65270 AM
2200831	0	7/30/2022 11:37:00	301 S Morley ST, Moberly, MO 65270 AM

Total Incidents: 24

Incident Type: 6 - Good Intent Call

Incident #	Exp #	Alarm Date/Time	Address
2200745	0	7/8/2022 2:36:00	100 McKeown PKY, Moberly, MO 65270 AM
2200760	0	7/10/2022 9:23:18	112 S 6Th, Moberly, MO 65270 PM
2200767	0	7/13/2022 2:40:43	1309 Highway 24 HWY E, Moberly, MO 65270 PM
2200804	0	7/25/2022 10:57:22	500 W Rollins ST, Moberly, MO 65270 PM

Total Incidents: 4

Incident Type: 7 - False Alarm & False Call

Incident #	Exp #	Alarm Date/Time	Address
2200707	0	7/1/2022 7:30:01	1600 E Rollins ST, Moberly, MO 65270 AM
2200712	0	7/2/2022 8:08:12	1600 HIGHWAY DD, Moberly, MO 65270 AM
2200715	0	7/3/2022 5:42:18	400 E HIGHWAY 24, Moberly, MO 65270 AM
2200716	0	7/3/2022 7:50:33	1600 DD HWY, Moberly, MO 65270 AM
2200720	0	7/4/2022 7:54:40	1600 DD HWY, Moberly, MO 65270 AM

2200722	0	7/4/2022 3:04:14 PM	1212 W 24 HWY, Moberly, MO 65270
2200729	0	7/5/2022 7:53:00 AM	1600 Highway DD, Moberly, MO 65270
2200754	0	7/9/2022 7:56:45 AM	1600 DD HWY, Moberly, MO 65270
2200756	0	7/10/2022 7:32:26 AM	1600 N HIGHWAY DD, Moberly, MO 65270
2200762	0	7/11/2022 11:43:15 AM	1625 GRATZ BROWN, Moberly, MO 65270
2200799	0	7/24/2022 7:15:36 PM	605 605 Gilman, Moberly, MO 65270
2200803	0	7/25/2022 8:43:54 PM	100 mckeown PKY, Moberly, MO 65270
2200827	0	7/30/2022 6:26:00 AM	700 E Urbandale DR, Moberly, MO 65270

Total Incidents: 13

Incident Type: 9 - Special Incident Type

Incident #	Exp #	Alarm Date/Time	Address
2200778	0	7/16/2022 6:05:00 PM	514 S Clark ST, Moberly, MO 65270
2200781	0	7/17/2022 10:27:00 PM	220 Taylor ST, Moberly, MO 65270
2200782	0	7/18/2022 2:05:36 AM	412 4th ST, Moberly, MO 65270
2200813	0	7/29/2022 7:59:01 AM	505 N Ault, Moberly, MO 65270
2200837	0	7/31/2022 6:55:16 PM	220 TAYLOR, Moberly, MO 65270

Total Incidents: 5

Total Number of Distict Incidents: 131

Total Number of Distict Incident Types: 28

Report Filter Settings

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

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '7/1/2022 12:00:00 AM' and '7/31/2022 11:59:59 PM'

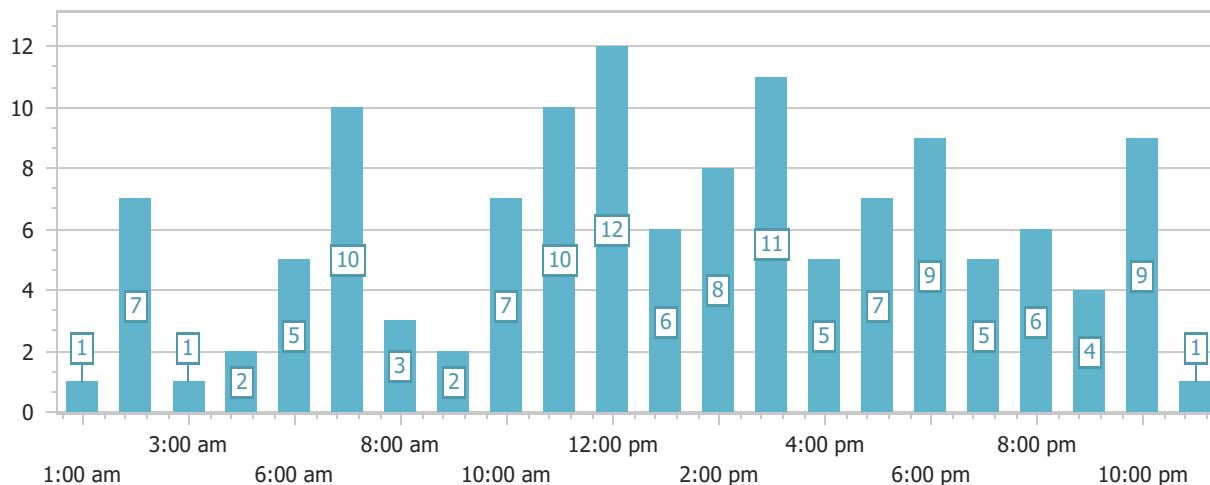


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

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
2200796	0	7/23/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 1

2:00 am

Incident #	Exp #	Alarm Date	Incident Type
2200727	0	7/5/2022	321 - EMS call, excluding vehicle accident with injury
2200745	0	7/8/2022	611 - Dispatched & canceled en route
2200761	0	7/11/2022	321 - EMS call, excluding vehicle accident with injury
2200777	0	7/16/2022	3112 - Lift Assistance
2200782	0	7/18/2022	911 - Citizen complaint
2200787	0	7/19/2022	321 - EMS call, excluding vehicle accident with injury
2200825	0	7/30/2022	324 - Motor vehicle accident with no injuries.

Total Number of Incidents: 7

3:00 am**Incident # Exp # Alarm Date Incident Type**

2200711	0	7/2/2022	321 - EMS call, excluding vehicle accident with injury
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Total Number of Incidents: 1

5:00 am**Incident # Exp # Alarm Date Incident Type**

2200715	0	7/3/2022	735 - Alarm system sounded due to malfunction
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2200826	0	7/30/2022	3112 - Lift Assistance
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Total Number of Incidents: 2

6:00 am**Incident # Exp # Alarm Date Incident Type**

2200728	0	7/5/2022	3112 - Lift Assistance
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2200775	0	7/15/2022	3112 - Lift Assistance
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2200779	0	7/17/2022	3112 - Lift Assistance
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2200783	0	7/18/2022	324 - Motor vehicle accident with no injuries.
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2200827	0	7/30/2022	741 - Sprinkler activation, no fire - unintentional
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Total Number of Incidents: 5

7:00 am**Incident # Exp # Alarm Date Incident Type**

2200707	0	7/1/2022	745 - Alarm system activation, no fire - unintentional
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2200716	0	7/3/2022	735 - Alarm system sounded due to malfunction
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2200720	0	7/4/2022	735 - Alarm system sounded due to malfunction
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2200729	0	7/5/2022	735 - Alarm system sounded due to malfunction
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2200753	0	7/9/2022	321 - EMS call, excluding vehicle accident with injury
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2200754	0	7/9/2022	745 - Alarm system activation, no fire - unintentional
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2200756	0	7/10/2022	730 - System malfunction, other
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2200789	0	7/20/2022	321 - EMS call, excluding vehicle accident with injury
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2200813	0	7/29/2022	911 - Citizen complaint
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2200828 0 7/30/2022 321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 10

8:00 am

Incident #	Exp #	Alarm Date	Incident Type
2200712	0	7/2/2022	735 - Alarm system sounded due to malfunction
2200746	0	7/8/2022	321 - EMS call, excluding vehicle accident with injury
2200769	0	7/14/2022	5001 - Gas Appliance Inspection

Total Number of Incidents: 3

9:00 am

Incident #	Exp #	Alarm Date	Incident Type
2200731	0	7/5/2022	5001 - Gas Appliance Inspection
2200730	0	7/5/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 2

10:00 am

Incident #	Exp #	Alarm Date	Incident Type
2200732	0	7/5/2022	5001 - Gas Appliance Inspection
2200736	0	7/6/2022	5001 - Gas Appliance Inspection
2200737	0	7/6/2022	5001 - Gas Appliance Inspection
2200797	0	7/24/2022	311 - Medical assist, assist EMS crew
2200814	0	7/29/2022	5001 - Gas Appliance Inspection
2200815	0	7/29/2022	5001 - Gas Appliance Inspection
2200829	0	7/30/2022	5001 - Gas Appliance Inspection

Total Number of Incidents: 7

11:00 am

Incident #	Exp #	Alarm Date	Incident Type
2200747	0	7/8/2022	3112 - Lift Assistance
2200762	0	7/11/2022	735 - Alarm system sounded due to malfunction

2200790	0	7/20/2022	321 - EMS call, excluding vehicle accident with injury
2200816	0	7/29/2022	5001 - Gas Appliance Inspection
2200817	0	7/29/2022	5001 - Gas Appliance Inspection
2200818	0	7/29/2022	5001 - Gas Appliance Inspection
2200830	0	7/30/2022	321 - EMS call, excluding vehicle accident with injury
2200831	0	7/30/2022	5001 - Gas Appliance Inspection
2200832	0	7/30/2022	321 - EMS call, excluding vehicle accident with injury
2200833	0	7/30/2022	3113 - Standby, No care provided

Total Number of Incidents: 10

12:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2200721	0	7/4/2022	321 - EMS call, excluding vehicle accident with injury
2200738	0	7/6/2022	5001 - Gas Appliance Inspection
2200748	0	7/8/2022	321 - EMS call, excluding vehicle accident with injury
2200757	0	7/10/2022	321 - EMS call, excluding vehicle accident with injury
2200765	0	7/12/2022	321 - EMS call, excluding vehicle accident with injury
2200770	0	7/14/2022	251 - Excessive heat, scorch burns with no ignition
2200780	0	7/17/2022	444 - Power line down
2200785	0	7/18/2022	5001 - Gas Appliance Inspection
2200784	0	7/18/2022	321 - EMS call, excluding vehicle accident with injury
2200792	0	7/21/2022	324 - Motor vehicle accident with no injuries.
2200805	0	7/26/2022	321 - EMS call, excluding vehicle accident with injury
2200819	0	7/29/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 12

1:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2200766	0	7/12/2022	5001 - Gas Appliance Inspection
2200771	0	7/14/2022	1601 - Fence or other outside structure
2200788	0	7/19/2022	143 - Grass fire
2200806	0	7/26/2022	321 - EMS call, excluding vehicle accident with injury

2200820	0	7/29/2022	3112 - Lift Assistance
2200835	0	7/31/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 6

2:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2200708	0	7/1/2022	321 - EMS call, excluding vehicle accident with injury
2200733	0	7/5/2022	143 - Grass fire
2200734	0	7/5/2022	321 - EMS call, excluding vehicle accident with injury
2200749	0	7/8/2022	322 - Motor vehicle accident with injuries
2200763	0	7/11/2022	321 - EMS call, excluding vehicle accident with injury
2200767	0	7/13/2022	611 - Dispatched & canceled en route
2200800	0	7/25/2022	5001 - Gas Appliance Inspection
2200836	0	7/31/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 8

3:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2200717	0	7/3/2022	321 - EMS call, excluding vehicle accident with injury
2200722	0	7/4/2022	735 - Alarm system sounded due to malfunction
2200739	0	7/6/2022	5001 - Gas Appliance Inspection
2200750	0	7/8/2022	5001 - Gas Appliance Inspection
2200764	0	7/11/2022	5001 - Gas Appliance Inspection
2200791	0	7/20/2022	322 - Motor vehicle accident with injuries
2200793	0	7/22/2022	5001 - Gas Appliance Inspection
2200798	0	7/24/2022	551 - Assist police or other governmental agency
2200801	0	7/25/2022	321 - EMS call, excluding vehicle accident with injury
2200807	0	7/26/2022	324 - Motor vehicle accident with no injuries.
2200811	0	7/28/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 11

4:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2200740	0	7/6/2022	5001 - Gas Appliance Inspection
2200772	0	7/14/2022	3112 - Lift Assistance
2200773	0	7/14/2022	522 - Water or steam leak
2200794	0	7/22/2022	3112 - Lift Assistance
2200808	0	7/26/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 5

5:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2200713	0	7/2/2022	321 - EMS call, excluding vehicle accident with injury
2200741	0	7/6/2022	321 - EMS call, excluding vehicle accident with injury
2200743	0	7/7/2022	321 - EMS call, excluding vehicle accident with injury
2200751	0	7/8/2022	321 - EMS call, excluding vehicle accident with injury
2200752	0	7/8/2022	322 - Motor vehicle accident with injuries
2200812	0	7/28/2022	553 - Public service
2200821	0	7/29/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 7

6:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2200714	0	7/2/2022	321 - EMS call, excluding vehicle accident with injury
2200723	0	7/4/2022	321 - EMS call, excluding vehicle accident with injury
2200744	0	7/7/2022	321 - EMS call, excluding vehicle accident with injury
2200776	0	7/15/2022	321 - EMS call, excluding vehicle accident with injury
2200778	0	7/16/2022	911 - Citizen complaint
2200786	0	7/18/2022	321 - EMS call, excluding vehicle accident with injury
2200802	0	7/25/2022	321 - EMS call, excluding vehicle accident with injury
2200822	0	7/29/2022	321 - EMS call, excluding vehicle accident with injury
2200837	0	7/31/2022	911 - Citizen complaint

Total Number of Incidents: 9

7:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2200709	0	7/1/2022	321 - EMS call, excluding vehicle accident with injury
2200799	0	7/24/2022	746 - Carbon monoxide detector activation, no CO
2200823	0	7/29/2022	321 - EMS call, excluding vehicle accident with injury
2200824	0	7/29/2022	412 - Gas leak (natural gas or LPG)
2200834	0	7/30/2022	324 - Motor vehicle accident with no injuries.

Total Number of Incidents: 5

8:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2200758	0	7/10/2022	321 - EMS call, excluding vehicle accident with injury
2200759	0	7/10/2022	321 - EMS call, excluding vehicle accident with injury
2200768	0	7/13/2022	321 - EMS call, excluding vehicle accident with injury
2200795	0	7/22/2022	321 - EMS call, excluding vehicle accident with injury
2200803	0	7/25/2022	700 - False alarm or false call, other
2200810	0	7/27/2022	3112 - Lift Assistance

Total Number of Incidents: 6

9:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2200718	0	7/3/2022	3113 - Standby, No care provided
2200735	0	7/5/2022	1511 - Household Refuse Fire
2200755	0	7/9/2022	321 - EMS call, excluding vehicle accident with injury
2200760	0	7/10/2022	611 - Dispatched & canceled en route

Total Number of Incidents: 4

10:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2200710	0	7/1/2022	151 - Outside rubbish, trash or waste fire
2200719	0	7/3/2022	321 - EMS call, excluding vehicle accident with injury

2200724	0	7/4/2022	141 - Forest, woods or wildland fire
2200725	0	7/4/2022	321 - EMS call, excluding vehicle accident with injury
2200726	0	7/4/2022	160 - Special outside fire, other
2200742	0	7/6/2022	321 - EMS call, excluding vehicle accident with injury
2200774	0	7/14/2022	444 - Power line down
2200781	0	7/17/2022	911 - Citizen complaint
2200804	0	7/25/2022	652 - Steam, vapor, fog or dust thought to be smoke

Total Number of Incidents: 9

11:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2200809	0	7/26/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 1

Report Filter Settings

Report Name: Incident Reports by Time of Day, Detailed

Filter Name: last month

Filter Expression: [AlarmDateTime] is between '7/1/2022 12:00:00 AM' and '7/31/2022 11:59:59 PM'



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

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports by Apparatus, Summary

Apparatus:	Total Number of Incidents Responded to:
302 - 2014 Saber	58
303 - 2011 Ford 350	4
304 - 2002 Contender	60
305 - 2007 Contender	1
310 - 2013 Dodge Dakota P/U	2
313 - 2008 Command Vehicle	80
Total Number of Incidents: 131	

Report Filter Settings

Report Name: Incident Reports by Apparatus, Summary

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '7/1/2022 12:00:00 AM' and '7/31/2022 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

Department Log Hours and Points, Detailed

Allen, Keagan

		Time at Activity	Hours Paid	Points
Start Time: 7/14/2022 7:00:00 AM	Activity:	24:00		4
Log Type: Training	Entry Text: Hose Advancment			
Start Time: 7/5/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Radio Communication Training			
Total Hours and Points:		28:00	0	8

Ballow, Bobby, W

		Time at Activity	Hours Paid	Points
Start Time: 7/26/2022 1:30:00 PM	Activity: On Duty		3	
Log Type: Training	Entry Text: Helicopter functions and landing Zones			
Start Time: 7/14/2022 7:00:00 AM	Activity:	24:00		4
Log Type: Training	Entry Text: Hose Advancment			
Start Time: 7/6/2022 1:00:00 PM	Activity:			4
Log Type: Training	Entry Text: Radio Communication Training			
Start Time: 7/5/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Radio Communication Training			
Total Hours and Points:		0-3544084	3	12

Boeding, Matthew

	Time at Activity	Hours Paid	Points
Start Time: 7/26/2022 1:30:00 PM Activity: On Duty		3	
Log Type: Training Entry Text: Helicopter functions and landing Zones			
Total Hours and Points: 0-1772067		3	0

Brockman, Stacy, D

	Time at Activity	Hours Paid	Points
Start Time: 7/26/2022 1:30:00 PM Activity: On Duty		3	
Log Type: Training Entry Text: Helicopter functions and landing Zones			
Start Time: 7/14/2022 7:00:00 AM Activity:	24:00		4
Log Type: Training Entry Text: Hose Advancement			
Start Time: 7/5/2022 1:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: Radio Communication Training			
Total Hours and Points: 0-1772064		3	8

Cody, Mark A

	Time at Activity	Hours Paid	Points
Start Time: 7/25/2022 8:00:00 AM Activity: On Duty	01:00		1
Log Type: Training Entry Text: 1 hr. physical training. YMCA			
Start Time: 7/19/2022 1:00:00 PM Activity: On Duty	04:00		4
Log Type: Training Entry Text: Scene Size Up.			
Start Time: 7/13/2022 1:00:00 PM Activity: On Duty	04:00		4
Log Type: Training Entry Text: 4 hrs In House training . Hose Advancement			
Start Time: 7/13/2022 8:00:00 AM Activity: On Duty	01:00		1
Log Type: Training Entry Text: Health & Wellness			

Start Time: 7/7/2022 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** Tower Truck Operations
Training (1 hour)Radio
Communications Training
(3 hours)

Start Time: 7/1/2022 10:00:00 AM **Activity:** 02:00 2

Log Type: Training **Entry Text:** Search & Rescue: MFD
personnel used the 2nd
floor of the Old Fennel
Building to conduct
training exercises
involving searching for
and locating victims
and/or down firefighters.
Personnel training on
effective methods of
carrying people based on
different situations
involving multiple
scenarios.

Total Hours and Points: 16:00 0 16

Davidson, Wade

		Time at Activity	Hours Paid	Points
Start Time: 7/28/2022 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: 4 hours In-house .Naval Spent Fuel Transportation Accident (Classroom).			
Start Time: 7/19/2022 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Scene Size Up.			
Start Time: 7/13/2022 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: 4 hrs In House training . Hose Advancement			
Total Hours and Points:		12:00	0	12

Fulks, Scott

	Time at Activity	Hours Paid	Points
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Start Time: 7/26/2022 1:30:00 PM **Activity:** On Duty 3

Log Type: Training **Entry Text:** Helicopter functions and landing Zones

Start Time: 7/14/2022 7:00:00 AM **Activity:** 24:00 4

Log Type: Training **Entry Text:** Hose Advancment

Start Time: 7/5/2022 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** Radio Communication Training

Total Hours and Points: 0-1772064 3 8

Holtkamp, Roy

	Time at Activity	Hours Paid	Points
Start Time: 7/26/2022 1:30:00 PM Activity: On Duty		3	
Log Type: Training Entry Text: Helicopter functions and landing Zones			
Start Time: 7/12/2022 1:00:00 PM Activity: On Duty		0	4
Log Type: Training Entry Text: Hose Advancement			
Start Time: 7/6/2022 1:00:00 PM Activity:			4
Log Type: Training Entry Text: Radio Communication Training			
Total Hours and Points: 0-5316121	3	8	

McGee, Dusty

	Time at Activity	Hours Paid	Points
Start Time: 7/28/2022 1:00:00 PM Activity: On Duty	04:00		4
Log Type: Training Entry Text: 4 hours In-house .Naval Spent Fuel Transportation Accident (Classroom).			
Start Time: 7/19/2022 1:00:00 PM Activity: On Duty	04:00		4
Log Type: Training Entry Text: Scene Size Up.			
Start Time: 7/13/2022 1:00:00 PM Activity: On Duty	04:00		4
Log Type: Training Entry Text: 4 hrs In House training . Hose Advancement			

Start Time: 7/13/2022 8:00:00 AM **Activity:** On Duty 01:00 1
Log Type: Training **Entry Text:** Health & Wellness

Total Hours and Points: 13:00 0 13

Park, Trevor

		Time at Activity	Hours Paid	Points
Start Time: 7/28/2022 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: 4 hours In-house .Naval Spent Fuel Transportation Accident (Classroom).			
Start Time: 7/28/2022 7:30:00 AM	Activity: On Duty	01:00		1
Log Type: Training	Entry Text: Health & Wellness; 1 hr. physical training (YMCA)			
Start Time: 7/19/2022 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Scene Size Up.			
Start Time: 7/1/2022 10:00:00 AM	Activity:	02:00		2
Log Type: Training	Entry Text: Search & Rescue: MFD personnel used the 2nd floor of the Old Fennel Building to conduct training exercises involving searching for and locating victims and/or down firefighters. Personnel training on effective methods of carrying people based on different situations involving multiple scenarios.			
Total Hours and Points:		11:00	0	11

Price, Darren

		Time at Activity	Hours Paid	Points
Start Time: 7/12/2022 1:00:00 PM	Activity: On Duty		0	4
Log Type: Training	Entry Text: Hose Advancement			

Start Time: 7/6/2022 1:00:00 PM **Activity:** 4
Log Type: Training **Entry Text:** Radio Communication Training

Start Time: 7/1/2022 10:00:00 AM **Activity:** 02:00 2
Log Type: Training **Entry Text:** Search & Rescue: MFD personnel used the 2nd floor of the Old Fennel Building to conduct training exercises involving searching for and locating victims and/or down firefighters. Personnel training on effective methods of carrying people based on different situations involving multiple scenarios.

Total Hours and Points: 0-3544053 0 10

Putnam, Cory

	Time at Activity	Hours Paid	Points
Start Time: 7/12/2022 1:00:00 PM Activity: On Duty		0	4
Log Type: Training Entry Text: Hose Advancement			
Start Time: 7/7/2022 1:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: Tower Truck Operations Training (1 hour)Radio Communications Training (3 hours)			
Start Time: 7/6/2022 1:00:00 PM Activity:			4
Log Type: Training Entry Text: Radio Communication Training			
Start Time: 7/1/2022 10:00:00 AM Activity:	02:00		2
Log Type: Training Entry Text: Search & Rescue: MFD personnel used the 2nd floor of the Old Fennel Building to conduct training exercises involving searching for			

and locating victims
and/or down firefighters.
Personnel training on
effective methods of
carrying people based on
different situations
involving multiple
scenarios.

Total Hours and Points: 0-3544053 0 14

Rhoads, Lawrence			
		Time at Activity	Hours Paid Points
Start Time: 7/28/2022 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: 4 hours In-house .Naval Spent Fuel Transportation Accident (Classroom).		
Start Time: 7/28/2022 7:30:00 AM	Activity: On Duty	01:00	1
Log Type: Training	Entry Text: Health & Wellness; 1 hr. physical training (YMCA)		
Start Time: 7/25/2022 8:00:00 AM	Activity: On Duty	01:00	1
Log Type: Training	Entry Text: 1 hr. physical training. YMCA		
Start Time: 7/19/2022 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: Scene Size Up.		
Start Time: 7/13/2022 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text: 4 hrs In House training . Hose Advancement		
Start Time: 7/13/2022 8:00:00 AM	Activity: On Duty	01:00	1
Log Type: Training	Entry Text: Health & Wellness		
Start Time: 7/7/2022 1:00:00 PM	Activity:	04:00	4
Log Type: Training	Entry Text: Tower Truck Operations Training (1 hour)Radio Communications Training (3 hours)		
Total Hours and Points:		19:00	0 19

Steeves, Zachariah

	Time at Activity	Hours Paid	Points
Start Time: 7/12/2022 1:00:00 PM Activity: On Duty		0	4
Log Type: Training Entry Text: Hose Advancement			
Start Time: 7/6/2022 1:00:00 PM Activity:			4
Log Type: Training Entry Text: Radio Communication Training			
Total Hours and Points: 0-3544053	0	8	

Stone, Slater

	Time at Activity	Hours Paid	Points
Start Time: 7/26/2022 1:30:00 PM Activity: On Duty		3	
Log Type: Training Entry Text: Helicopter functions and landing Zones			
Start Time: 7/14/2022 7:00:00 AM Activity:	24:00		4
Log Type: Training Entry Text: Hose Advancement			
Start Time: 7/5/2022 1:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: Radio Communication Training			
Total Hours and Points: 0-1772064	3	8	

Sunderland, Daniel J

	Time at Activity	Hours Paid	Points
Start Time: 7/28/2022 1:00:00 PM Activity: On Duty	04:00		4
Log Type: Training Entry Text: 4 hours In-house .Naval Spent Fuel Transportation Accident (Classroom).			
Start Time: 7/25/2022 8:00:00 AM Activity: On Duty	01:00		1
Log Type: Training Entry Text: 1 hr. physical training. YMCA			
Start Time: 7/19/2022 1:00:00 PM Activity: On Duty	04:00		4

Log Type: Training **Entry Text:** Scene Size Up.

Start Time: 7/12/2022 1:00:00 PM **Activity:** On Duty 0 4

Log Type: Training **Entry Text:** Hose Advancement

Start Time: 7/7/2022 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** Tower Truck Operations
Training (1 hour)Radio
Communications Training
(3 hours)

Start Time: 7/1/2022 10:00:00 AM **Activity:** 02:00 2

Log Type: Training **Entry Text:** Search & Rescue: MFD
personnel used the 2nd
floor of the Old Fennel
Building to conduct
training exercises
involving searching for
and locating victims
and/or down firefighters.
Personnel training on
effective methods of
carrying people based on
different situations
involving multiple
scenarios.

Total Hours and Points: 0-1772032 0 19

Tompson, Ron

	Time at Activity	Hours Paid	Points
Start Time: 7/28/2022 1:00:00 PM Activity: On Duty	04:00		4
Log Type: Training Entry Text: 4 hours In-house .Naval Spent Fuel Transportation Accident (Classroom).			
Start Time: 7/19/2022 1:00:00 PM Activity: On Duty	04:00		4
Log Type: Training Entry Text: Scene Size Up.			
Start Time: 7/13/2022 1:00:00 PM Activity: On Duty	04:00		4
Log Type: Training Entry Text: 4 hrs In House training . Hose Advancement			
Start Time: 7/13/2022 8:00:00 AM Activity: On Duty	01:00		1

Log Type: Training **Entry Text:** Health & Wellness

Start Time: 7/7/2022 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** Tower Truck Operations
Training (1 hour)Radio
Communications Training
(3 hours)

Total Hours and Points: 17:00 0 17

Wisdom, Zachary

		Time at Activity	Hours Paid	Points
Start Time: 7/28/2022 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: 4 hours In-house .Naval Spent Fuel Transportation Accident (Classroom).			
Start Time: 7/28/2022 7:30:00 AM	Activity: On Duty	01:00		1
Log Type: Training	Entry Text: Health & Wellness; 1 hr. physical training (YMCA)			
Start Time: 7/19/2022 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: Scene Size Up.			
Start Time: 7/13/2022 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text: 4 hrs In House training . Hose Advancement			
Start Time: 7/13/2022 8:00:00 AM	Activity: On Duty	01:00		1
Log Type: Training	Entry Text: Health & Wellness			
Start Time: 7/7/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Tower Truck Operations Training (1 hour)Radio Communications Training (3 hours)			
Start Time: 7/1/2022 10:00:00 AM	Activity:	02:00		2
Log Type: Training	Entry Text: Search & Rescue: MFD personnel used the 2nd floor of the Old Fennel Building to conduct training exercises			

involving searching for
and locating victims
and/or down firefighters.
Personnel training on
effective methods of
carrying people based on
different situations
involving multiple
scenarios.

Total Hours and Points: 20:00 0 20

Wolverton, Charles B

	Time at Activity	Hours Paid	Points
Start Time: 7/5/2022 1:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: Radio Communication Training			
Total Hours and Points:	04:00	0	4

Wright, Dalton

	Time at Activity	Hours Paid	Points
Start Time: 7/12/2022 1:00:00 PM Activity: On Duty		0	4
Log Type: Training Entry Text: Hose Advancement			
Start Time: 7/6/2022 1:00:00 PM Activity:			4
Log Type: Training Entry Text: Radio Communication Training			
Total Hours and Points: 0-3544053		0	8
Grand Total Hours and Points: 11 Days, 1		18	223

Report Filter Settings

Report Name: Department Log Hours and Points, Detailed
Filter Name: Last Month's Training
Filter Expression: ([StartTime] is between '7/1/2022 12:00:00 AM' and '7/31/2022 11:59:59 PM') And ([LogTypeID] equals 'Training')



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

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Hydrant Flow Tests by Hydrant Number

Hydrant Number: 1W348

Location: W.Outer Rd., Moberly, MO **Color:** Red
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/13/2023 **Make:**

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/13/2022		2531	1921	50	40	40	1061

Hydrant Number: 1W349

Location: W Outer RD, Moberly, MO 65270 **Color:** Orange
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/13/2023 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/13/2022		2531	1921	50	40	40	1061

Hydrant Number: 1W350

Location: Silva LN, Moberly, MO **Color:** Orange

District: WARD ONE**Township:****Year:****Next Test Date:** 07/13/2023**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/13/2022		3010	2192	45	30	40	919

Hydrant Number: 1W351**Location:** Crete Street, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 07/13/2023**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/13/2022		2307	1586	40	20	35	750

Hydrant Number: 1w352**Location:** Crete Street, Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 07/13/2023**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/13/2022		1943	1336	40	30	30	919

Hydrant Number: 1W353**Location:** Crete Street, Moberly, MO 65270**Color:** Green**District:** WARD ONE**Township:****Year:**

Next Test Date: 07/13/2023

Make:

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/13/2022		3476	2531	45	40	40	1061

Hydrant Number: 1w354

Location: Crete Street, Moberly, MO 65270

Color: Orange

District: WARD ONE

Township:

Year:

Next Test Date: 07/13/2023

Make:

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/13/2022		2192	1663	50	30	40	919

Hydrant Number: 1w355

Location: Mall parking lot behind Countr, Moberly, MO 65270

Color: Green

District:

Township:

Year:

Next Test Date: 07/13/2023

Make:

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/13/2022				0	0		

Hydrant Number: 1w356

Location: Hwy. 24, Moberly, MO 65270

Color: Green

District: WARD ONE

Township:

Year:

Next Test Date: 07/13/2023

Make:

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/13/2022				45	40	40	
07/13/2022		3476	2531	45	40	40	1061

Hydrant Number: 1w357**Location:** Morley Street N, Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 07/13/2023**Make:** Mueller**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/13/2022		1943	1336	40	30	30	919

Hydrant Number: 1w359**Location:** North Avenue, Moberly, MO 65270**Color:** Orange**District:** WARD FOUR**Township:****Year:****Next Test Date:** 07/13/2023**Make:** American Darling**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/13/2022		3010	2192	45	30	40	919

Hydrant Number: 1W359A**Location:** West of/behind Quik Cash, Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 07/13/2023**Make:** Mueller

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/13/2022		3010	2192	45	30	40	919

Hydrant Number: 1W359B**Location:** West of/behind County Bank, Moberly, MO 65270**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 07/13/2023**Make:** Mueller**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/13/2022		3051	2099	40	35	35	993

Hydrant Number: 1W359C**Location:** West of/behind McDonalds, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 07/13/2023**Make:** Mueller**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/13/2022		3476	2531	45	40	40	1061

Hydrant Number: 1W361A**Location:** Morley Street N, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 07/22/2023**Make:** Mueller**FLOW TEST SUMMARY**

Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
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Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
07/22/2022		3051	2099	40	35	35	993

Hydrant Number: 1W361B

Location: 1600 Morley Street N, Moberly, MO **Color:** Orange
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/22/2023 **Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
07/22/2022		1943	1336	40	30	30	919

Hydrant Number: 1W362

Location: Morley Street N, Moberly, MO **Color:** Red
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/22/2023 **Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
07/22/2022		2579	1774	40	25	35	839

Hydrant Number: 1W363

Location: Porter, Moberly, MO **Color:** Orange
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/22/2023 **Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow

07/22/2022 2748 2001 45 25 40 839

Hydrant Number: 1W364

Location: 512 Austin, Moberly, MO **Color:** Orange
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/22/2023 **Make:**

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/22/2022		3051	2099	40	35	35	993

Hydrant Number: 1W365

Location: Bertley, Moberly, MO **Color:** Green
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/22/2023 **Make:** Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/22/2022		3476	2531	45	40	40	1061

Hydrant Number: 1W366

Location: Kennedy, Moberly, MO **Color:** Orange
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/22/2023 **Make:**

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/22/2022		3252	2367	45	35	40	993

Hydrant Number: 1W367**Location:** Kehoe, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 07/22/2023**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/22/2022		1761	1336	50	30	35	919

Hydrant Number: 1W368**Location:** #7 Willot, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 07/22/2023**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/22/2022				0	0	0	

Hydrant Number: 1W369**Location:** #11 Kehoe, Moberly, MO**Color:** Orange**District:** WARD ONE**Township:****Year:****Next Test Date:** 07/22/2023**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/22/2022		989	750	50	20	20	750

Hydrant Number: 1W370

Location: Nickell Terrace, Moberly, MO**Color:** Orange**District:** WARD ONE **Township:****Year:****Next Test Date:** 07/22/2023**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/22/2022		1663	1211	45	30	30	919

Hydrant Number: 1W371**Location:** Kenedy, Moberly, MO**Color:** Orange**District:** WARD ONE **Township:****Year:****Next Test Date:** 07/22/2023**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/22/2022		2628	1663	35	30	30	919

Hydrant Number: 1w372**Location:** Kennedy, Moberly, MO**Color:** Orange**District:** WARD ONE **Township:****Year:****Next Test Date:** 07/22/2023**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/22/2022				0			

Hydrant Number: 1w373

Location: Morley Street N, Moberly, MO
District: WARD ONE **Township:**
Next Test Date: 07/22/2023

Color: Orange
Year:
Make:

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/22/2022		1663	1211	45	30	30	919

Hydrant Number: 1W374

Location: Porter, Moberly, MO
District: WARD ONE **Township:**
Next Test Date: 07/22/2023

Color: Green
Year:
Make:

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/22/2022		3252	2367	45	35	40	993

Hydrant Number: 1W375

Location: Bertley, Moberly, MO
District: WARD ONE **Township:**
Next Test Date: 07/22/2023

Color: Red
Year:
Make:

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/22/2022		620	426	40	10	10	531

Hydrant Number: 1W376

Location: Porter, Moberly, MO

Color: Green

District: WARD ONE**Township:****Year:****Next Test Date:** 07/22/2023**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/22/2022		3051	2099	40	35	35	993

Hydrant Number: 1W377**Location:** Bertley, Moberly, MO**Color:** Red**District:** WARD ONE**Township:****Year:****Next Test Date:** 07/22/2023**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/22/2022		608	442	45	10	10	531
07/22/2022		608	442	45	10	10	531

Hydrant Number: 1W378**Location:** Morley Street N, Moberly, MO**Color:** Green**District:** WARD ONE**Township:****Year:****Next Test Date:** 07/22/2023**Make:****FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/22/2022		2236	1628	45	35	35	993

Hydrant Number: 1W379**Location:** Porter, Moberly, MO**Color:** Orange

District: WARD ONE **Township:**
Next Test Date: 07/22/2023

Year:
Make: American Darlling

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/22/2022		1943	1336	40	30	30	919

Hydrant Number: 1W380

Location: Bertley, Moberly, MO
District: WARD ONE **Township:**
Next Test Date: 07/22/2023

Color: Orange
Year:
Make: American Darlling

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/22/2022		970	667	40	20	20	667
07/22/2022		1091	750	40	20	20	750

Hydrant Number: 1W381

Location: Morehead, Moberly, MO
District: WARD ONE **Township:**
Next Test Date: 07/22/2023

Color: Orange
Year:
Make: Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/22/2022		1091	750	40	20	20	750

Hydrant Number: 1W390

Location: Mid 600 Franklin AVE, Moberly, MO
District: WARD ONE **Township:**
Next Test Date: 07/28/2023

Color: Red
Year:
Make: Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/28/2022		599	454	50	10	10	531

Hydrant Number: 1W391

Location: St. Charles & Franklin AVE
District: WARD ONE **Township:**
Next Test Date: 07/28/2023

Color: Red
Year:
Make: Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/28/2022		620	426	40	10	10	531

Hydrant Number: 1W392

Location: St. Charles, Moberly, MO
District: WARD ONE **Township:**
Next Test Date: 07/28/2023

Color: Orange
Year:
Make: Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/28/2022		1425	980	40	25	25	839

Hydrant Number: 1W393

Location: 914 Sinnock Avenue

Color: Red

Make: Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/28/2022		1663	1211	45	30	30	919

Hydrant Number: 1W394

Make: Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/28/2022		1943	1336	40	30	30	919

Hydrant Number: 1W394A

Make: Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/28/2022		2367	1797	50	35	40	993

Hydrant Number: 1W395

Year:

Next Test Date: 07/28/2023

Make: Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/28/2022		3476	2531	45	40	40	1061
07/28/2022		1663	1211	45	30	30	919

Hydrant Number: 1W396

Location: Sinnock Avenue, Moberly, MO

Color: Green

District: WARD ONE

Township:

Year:

Next Test Date: 07/28/2023

Make: Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/28/2022		3476	2531	45	40	40	1061

Hydrant Number: 1W397

Location: Sinnock Sinnock Spur, Moberly, MO

Color: Orange

District: WARD ONE

Township:

Year:

Next Test Date: 07/28/2023

Make: Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/28/2022		1943	1336	40	30	30	919

Hydrant Number: 1W398

Location: Outer Rd Sinnock Spur, Moberly, MO

Color: Red

District: WARD ONE

Township:

Year:

Next Test Date: 07/28/2023

Make: Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/28/2022		3476	2531	45	40	40	1061

Hydrant Number: 1W399

Location: MPMC, Moberly, MO

Color: Orange

District: WARD ONE

Township:

Year:

Next Test Date: 07/28/2023

Make:

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/28/2022		3476	2531	45	40	40	1061

Hydrant Number: 1W400

Location: MPMC / NE corner at N. entranc, Moberly, MO

Color: Green

District: WARD ONE

Township:

Year:

Next Test Date: 07/29/2023

Make: Mueller

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
07/29/2022		3903	2962	50	45	45	1126

Hydrant Number: 1W401

Location: MPMC / N. corner / Union & out, Moberly, MO

Color: Orange

District: WARD ONE

Township:

Year:

Next Test Date: 07/29/2023

Make: Mueller

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/29/2022		2531	1921	50	40	40	1061

Hydrant Number: 1W402A

Location: MPMC / SE corner Dr office par, Moberly, MO **Color:** Orange
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/29/2023 **Make:** Mueller

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/29/2022		3903	2962	50	45	45	1126

Hydrant Number: 1W403

Location: MPMC / SE corner Dr Office Bld, Moberly, MO **Color:** Orange
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/29/2023 **Make:** Mueller

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
07/29/2022		2531	1921	50	40	40	1061

Hydrant Number: 1W405

Location: MPMC / Behind Dialysis Clinic, Moberly, MO **Color:** Orange
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/29/2023 **Make:** Mueller

FLOW TEST SUMMARY

Flow at	Flow at	Static	Pitot	Actual Residual	Calculated
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Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
07/29/2022		2236	1628	45	35	35	993

Hydrant Number: 1W405B

Location: W. outer Rd - 1st Plug S. of, Moberly, MO **Color:** Green
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/29/2023 **Make:** Mueller

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
07/29/2022		2367	1797	50	35	40	993

Hydrant Number: 1W405C

Location: Hwy 63 S. of RR Tracks, Moberly, MO **Color:** Green
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/29/2023 **Make:**

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
07/29/2022		2236	1628	45	35	35	993

Hydrant Number: 1W405D

Location: HWY 63 Second Plug S. of RR Tr, Moberly, MO **Color:** Green
District: WARD ONE **Township:** **Year:**
Next Test Date: 07/29/2023 **Make:**

<i>FLOW TEST SUMMARY</i>		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow

07/29/2022

3252

2367

45

35

40

993

Report Filter Settings**Report Name:** Hydrant Flow Tests by Test Date**Filter Name:** Last Month**Filter Expression:** [TestDate] is between '7/1/2022 12:00:00 AM' and '7/31/2022 11:59:59 PM'

August 01, 2022 07:01

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Monthly Report

July 2022

#21.

		2022	2021
Parks	Thompson Campground	197	Daily(156) Monthly(12) Tent Camping(29) 182
	Misc Thompson Campground	\$40.00	Dump Station(2) \$0
	Miscellaneous Park Fees	\$0.00	- \$1,320.00
	Overnight Fishing Passes	\$25.00	Overnight Fishing Passes(1) \$20.00
	Paddleboat Rental	\$180.00	18 rentals \$270
	Canoe Storage	-	-
	Archery Range	-	-
	Overlook & Plaza	-	-
	Midway	2	Tractor Pull(1) Randolph County Fair(1 res. 9 days) 1
	Agricultural Barns	1	Randolph County Fair (1 res. 9 days) 1
	Equestrian Area/ Rodeo Ground	1	Randolph County Fair (1 res. 9 days) 1
	James Youth Center	5	Fair Board Meeting(1) 4-H Bacon Curing Event(1) Family Gathering(1) 4 H Meeting(1) Randolph County Fair(1 res. 9 days) 6
	Lodge	5	Family Reunion(2) Randolph County Fair(1 res. 9 days) Randolph Area Pachyderm Club(1) Internal: Block for 4th of July(1 res. 3 days) 5
	Lion's Beuth Park	-	-
	Tannehill Park	-	-
	Depot Park - Entire Park	-	-
	Rothwell Park 5K / Complex 5K	1	Harrier Track Club 5K(1) 1
		1	2021
Courts (Please note field reservations are subject due to weather)	Red 1	10	MML 14U Games(7 days of games) MML Playoffs(2 days of games) Internal: Block for 4th of July(1 res. 4 days) 9
	Red 2	1	Internal: Block for 4th of July(1 res. 4 days) 0
	Blue 1	1	Internal: Block for 4th of July(1 res. 5 days) 1
	Blue 2	1	Internal: Block for 4th of July(1 res. 5 days) 1
	Blue 3	1	Internal: Block for 4th of July(1 res. 5 days) 1
	Green 1	1	Internal: Block for 4th of July(1 res. 4 days) Games
	Green 2	11	MPRD Softball Games(5-10U Games & 5-8U Games) Internal: Block for 4th of July(1 res. 4 days) 7+Rainout games
	Green 3	32	MPRD Softball Games(14-12U Games, 2-14U Games & 15-16/18U Games) Internal: Block for 4th of July(1 res. 4 days) 18+Rainout games
	Green 4	7	MML 10U Games(4 days of games) MML Playoffs(2 days of games) Internal: Block for 4th of July(1 res. 4 days) 9
	Green 5	7	MML 12U Games(4 days of games) MML Playoffs(2 days of games) Internal: Block for 4th of July(1 res. 4 days) 8
	Green 6	1	Internal: Block for 4th of July(1 res. 4 days) 0

Fields/C	Groeber	4	MML Practices(3) Drone Racing at 4th of July(1 res. 3 days)	8
	Meinert	5	Drone Racing at 4th of July(1 res. 3 days) HAVOC Softball Tryouts(3 days of tryouts) Randolph County Fair(1 res. 9 days)	5
	Patrick	6	Drone Racing at 4th of July(1 res. 3 days) HAVOC Softball Tryouts(2 days of tryouts) Softball practices(3)	6
	Fox Field	1	Optimist Practice(1)	0
	Fox Park Pickleball/ Tennis Courts	-	-	-
	Batting Cages	0	-	2
	Shelter 1 Tennis Courts	-	-	-
	Wilhite Tennis Courts	-	-	-
	2022			2021
	Shelter 1	3	Birthday Party(1) Memorial Gathering(1) Family Reunion(1)	2
Shelters	Shelter 3	0	-	1
	Shelter 5	1	Family Gathering(1)	5
	Fox Park Shelter	2	Birthday Party(1) Family Reunion(1)	2
	Klein Shelter	1	Church Gathering(1 res. 2 days) Family Reunion(1) Birthday Party(2)	1
	Lake Pavilion	8	Private Rental(1) Internal: Art in the Park(4)	6
	Riley Pavilion	4	Moberly Area Community Band(2) Randolph County Fair(1 res. 9 days) Internal: Block for 4th of July(1)	3
	Meditation Garden and Legacy Overlook	-	-	-
	Depot Park Shelter	-	-	-
	2022			2021
	Entire Facility	5	Little Dixie Regional Library Children's Program(1) Powerhouse Ministries(1 res. 4 days) Redeemer Church Camp(1 res. 6 days) MPD Junior Academy(1 res. 5 days) Internal: Block for backup location for 4th of July(3)	7
Auditorium				
Aquatic Center	Entire Facility	13	Birthday Party(5) Church Family Party(3) Private Party(2) O'Loughlin Dental(1) Moberly Correctional Center Company Party(1) Internal: Block for 4th of July(1)	8
	Sunshade Area	6	Birthday Parties(6)	5
Recreation				
	Approximately 9,000		4th of July Extravaganza	12,000-13,000
	70-105/week		Art in the Park. Partnered with Little Dixie Regional Library	45-90/week
	50		Sink & Snack with Randolph County Health Department	70

Director – Troy Bock

- The splash pad has had significant daily use and has been bringing young families back to the downtown area.
- The metal structure for the solar pavilion is being erected.
- Reviewed MACC plans for improvements with staff. The main concern is sufficient electrical to the dugouts and that feedback was provided again.
- Cart paths on #7 have been completed. We plan to continue having Dustin McCormick work on the front 9.
- I worked with Riles Bros. after other bidders declined to replace the railing at the Tannehill gazebo and repaint the wood posts. It has been a notable improvement with a little work remaining.
- Met with Flynn Drilling on multiple projects and maintenance items throughout the department.
- Attended a quarterly meeting with tourism related entities organized by the Chamber.
- Attended the monthly health coalition meeting where we discussed promotional opportunities to push unplugging and being active, amongst other business.
- Attended the annual joint meeting of Council and Park Board. From the staff perspective, the cooperative and respectful relationship between members of both bodies for years is appreciated and ensures we keep progressing and moving forward.
- Met with Capital Paving on the gravel area near the Riley Pavilion that will be paved during the current budget year. We are trying to get an estimate to determine bid process for formal bids to do the rock work needed in some areas prior to paving.
- Met with Jacob and the Pachyderm club representatives on a potential flagpole installation project at Howard Hills Athletic Complex.
- Began the bid process for invasive species treatment in Beuth and portions of Rothwell Park. Also coordinated with Conservation to work the process to potentially receive reimbursement of the majority of the project cost.
- Worked on various promotional products for the Department.
- Coordinated with SafeSlides on a fall date for slide recoating. We are awaiting the final date but aiming for the first half of September.

Administration – Leslie Keeney

- Processed bills and timesheets for the department.
- Ran the department's Information Booth at the annual 4th of July Extravaganza.
- Continued processing seasonal financial paperwork for the pool and concessions operations.
- Finalized 2022 Little Spartan Football Contract.
- Assisted in interviewing candidates for the Full-Time maintenance position that was approved for the new budget year.
- Oversaw day to day operations of Parks and Recreation Office.

Dirk Miller – Park Superintendent

- Agee Plumbing fixed problem with grinder pump at Thompson Campground. Ordered new grinder pump control/alarm box and waiting to install. Have a new leak from main water line for campers, located by parking area for bathroom to be fixed. City has partially marked "old cast iron" water line to the James Youth Center.
- Prepped for the Randolph County Fair.
- Continued work at Tannehill as Splash Pad now open, i.e. replaced light pole, watered sod, equipment work, etc.

- Working on costs/bids for re-roofing and replacing Copula on Gazebo at Tannehill.
- Sprayed for blue algae, Lilly pads, and “sea-weed” in both Rothwell and Waterworks lakes.
- Working on pole for Shepherd’s Wind Art Memorial at “old” swimming pool site; Still working on Totem pole mounting.
- Contacted Conservation about new ADA sidewalk and boat ramp at Rothwell Lake. May have to remove 2-3 large dying Oaks.
- Contacted Stockman Stoneworks for additional block boulders on north side of Paddle Boat Dock and new “pavers” for Meditation Garden. Spoke with Ameren about connecting power lines to new poles erected since lines were attached to dead/dying trees.
- Updated Terry with ESP on Solar Shelter progress. Structure up, roof on, gutters attached, now waiting on electrical, drainpipe installation.
- Reviewed plans for MACC at Complex.
- Mowed.

Jacob Buntun – Athletic Complex Supervisor/Sports Manager

Athletic Complex:

- July 4th Extravaganza event was held.
- TurfMark Services started on the MACC baseball infield. Work is hopefully to be completed in time for their first official practice on August 22nd, but weather has delayed them a week.

Sports:

- Nightly league play continued with games being held 5 nights a week and some weekends. Leagues concluded on July 21st.

Recreation – Jenna Kitchen & Taylor Kroner

Events/Marketing

- Most of our summer activities have wrapped up other than the Outdoor Survival Camping 101 activity with the Missouri Department of Conservation on August 20th.
- Sept. 17th-18th is the Allen Train Robbery Reenactment at the mini train. This event is in conjunction with Junk Junktion, Gus Macker, and other activities. MPRD will have a booth, face painters, and a trolley providing transportation to and from downtown and Rothwell Park.
- Before too long, it’ll be time to start planning ideas for the 2023 Activity Guide.

Aquatics

- Lifeguards had their last audit, 4-star.
- Last day of the pool will be Sunday, August 14th. Overall, a great season.
- We reached max reservations for private pool parties. Sunshade rental seemed to be more popular this year as well.
- Appreciate Taylor’s help over the summer, couldn’t have done it without her.

Director's Summary

Progress activities are narrowing down on EDA projects. The timeline for this group of projects is pointing towards advertisement for bids around the end of the year with bid awards anticipated early in 2023, with construction on each to be underway throughout 2023. Staff completed ARPA project applications and three were successfully submitted prior to the July 14, 2022 deadline. Staff continues to spend time on staff turnover, project planning, and activities related to pursuit of easement and property data necessary prior to project advertisement for bids. Department staff are preparing for evaluation of a lower cost and GPS location enabled computerized maintenance management system to replace the existing work order system. Utility bill paying kiosk project is moving towards an implementation date prior to the end of 2022.

Caselle Software: Staff is scheduled to receive training and practice with the new system during the 3rd quarter of 2022.

Project Tracking

Sugar Creek Dam – Waiting on Drill Tech to send final As-Built revisions. Once received, will send to MDNR to close out construction permit and project. This is the vendor's busiest time of year, hence the delay.

WTP Tracer Study:

- MoDNR approved for flow test.
- Sampling protocol development underway.

Industrial Pretreatment Program Update: Sampling and data collection proceeding. Submittal to DNR for review and approval anticipated in late 2022 or early 2023.

Sparks Avenue Sewer: Design review underway. Project scheduled for advertisement of bids during 4th quarter of 2022.

Northwest Regional Lift Station: Project not started.

WWTP Digester Liner Replacement: Design and specifications activities underway.

Tannehill Apartments Water Line Replacement: DNR construction permit received. Winning bid received at 80% above original project estimate. This is typical of construction projects in 2022. Project anticipated to submit bid for city acceptance in August.

Route JJ

- Moberly working to obtain easements.
- Jacobs to prepare application for construction permit.

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

Morley Street Pump Station – Finishing up 100% plans for the pump station site, including the Pump Mate system and electrical drawings.

- Plans and Specs ready to send to EDA for review and MDNR for permit.
- Jacobs finishing electrical plan and spec revisions.

- Jacobs to prepare construction permit application.
- Jacobs to prepare updated cost estimate.

N. Morley Water Main – 100% plans and specifications are complete and have been sent to EDA for approval. DNR construction permit has been received.

- One easement is not being signed as of now.
 - City working through the condemnation process.
 - Owner has not responded to a monetary offer for the easement.
- Ready to bid once easement secure and EDA documents signed.
- Alternative alignment being investigated in case it is necessary.

Sturgeon and Rollins Water Main – 90% Drawings complete. This will be the next one sent to EDA for review once we receive City comments.

- Project was bid out; the low bid was approximately \$600k higher than the allocated amount in the grant.
- City will rebid project without asphalt replacement to get the bids closer to the allocated amount. City will replace the asphalt using their existing asphalt replacement contract outside the scope of the project.
- Jacobs to update plans and specs for re-bid. To coordinate with other EDA projects, bid process is anticipated to be completed in early 2023.

Downtown Sewer Rehab – Project to be restructured as one contract for completion of cleaning, inspection and rehabilitation to consolidate the effort with one full service contractor, and to better able to control total project costs.

Downtown CSO Storage Facility – 100% Plans to City for review and Moberly staff review completed. Revisions necessary due to construction cost inflation. Specifications preparation underway. EDA to approve restructuring justification.

- Redesign is complete.
- To add 4-2" conduits for future EV charging stations.
- 100% Plans to City for review completed.
- Bid and/or construction start date to accommodate September special events.

Industrial Park Stormwater – (Howe Company project.) Corps of Engineer approval complete. Advertisement for bids expected in late summer of 2022.

Utility Dept. Staffing: The Department was not fully staffed this month.

Dept. Summary:

Drinking Water produced:	32.845 MG (1.060 MG/Day)
Drinking Water billed:	27.923 MG (0.901 MG/Day) \$270,679 (\$8,732/Day)
*The billing cycle follows the usage cycle by up to 15 days each month.	
Wastewater Treated:	38.931 MG (1.256 MG/Day)
Wastewater Billed:	25.078 MG (0.809 MG/Day) \$339,206 (\$10,942/Day)
Total Water Loss from Leaks and service work:	1.513 MG
Wastewater Discharge Combined Sewer Outfalls:	19.931 MG
Total precipitation for July	3.23 inches

Water Office

- 67 Landlord letters.
- 29 Deposit letters.
- 44 Emails to 16 Landlords.
- 101 Final work orders.
- 88 Initial signups.
- 53 miscellaneous work orders.

Distribution and Collection Department and Customer Service

- Repaired 9 water leaks.
- Replaced or removed 1 valve.
- Poured 2.25 yards of concrete.
- Completed 207 Missouri One Call tickets for locating water and sewer lines.
- Staff investigated 6 sewer calls.
- >66 staff OT hours.
- Inspected 1,900 feet of sewer line.
- Jetted almost 10,000 feet of sewer line. (Almost 2 miles.)

Wastewater Treatment Facility

- Transferred 1,154,454 gallons of sludge for the SBRs to the digesters.
- 71.73 DT of biosolids were applied for the month.
- 5.23 inches of precipitation fell over a 9-day period.
- Taylor CSO (outfall 002) discharged 10.085 MGD over a 3-day period.
- Rollins CSO (outfall 003) discharged 9.742 MGD over a 12-day period.
- Seven Bridges CSO (outfall 004) 0.104 MGD over a 3-day period.
- Holman Rd CSO (outfall 005) did not discharge in the month of July.
- Pro Pumping has been removing grease from the wet well at Morley Pumpstation on weekly basis. Roughly 13,000 gallons of grease was removed from the station for the month of July. Floats in the Morley PS have not been working properly due to high grease amounts in the wet well. Grease was noticed at the Rollins PS bar screen. Large amounts of grease are present at the WWTP. City staff has stayed in contact with Swift Foods to monitor the response of their pretreatment NOV. They are looking into BMPs internally.
- The biosolids land improvements project is coming along. Seed has been planted to the east side for erosion control. The last few structures are in the beginning phases of construction.
- Brushhogging was completed around the WWTP, Rollins Lagoon, and Seven Bridges Lagoon.
- Local Limits samples were collected at Seven Bridges and Morley PS.
- Summer staff worked on repainting the buildings at the WWTP.
- DMRQA study 42 was conducted. This is part of an annual EPA laboratory performance requirement.
- WWTP assisted Rachel in preparing the barrel of mystery crystals for lab analysis.
- Pump 1 at Darwood PS had to be pulled. A clog of rags was removed, and pump put back in operation.
- Emily Lute concluded MacRak Inc.'s annual pretreatment inspection and sampling.
- WWTP staff received the new Bad Boy mower. Within 20 minutes of mowing, the mower busted a pulley and started leaking hydraulic oils. The mower is back at Lee's Lawn Care for warranty work.
- Hach performed annual calibrations for the DO probes for the SBR basins.
- Quarterly samples were collected from Heritage Hills Golf Course. WWTP staff found that golf course staff have not been maintaining the lagoon as promised. WWTP staff will start doing routine maintenance there as needed.

- Blower #1 had a motor failed. The motor is not covered under warranty. WWTP staff are looking into replacement motor options.

Water Plant

- Completed 3,864 lab tests.
- Analyzed 10 Colilert tests.
- Completed and mailed Disinfection/Turbidity report to DNR. Ordered the level indicator for the backwash recovery basin.
- Removed the solids from the south upflow basin for basin cleaning.
- Ran fluoride samples for plumber looking for leaks in the railroad yard. Both tested for strong fluoride.
- Installed new packing on raw water pump #1 and new mixer on the potassium permanganate feed system.
- Took a sludge sample to ES&S in Columbia for analysis for landfill approval.
- Had to reset communication at Sparks Water tower. Worked on water meter reading radio Gateway at High School.
- Worked on running tests on lake samples brought in on the 7th.
- Collected Bac-T and TOC samples.
- Performed monthly maintenance on Total CL-17 chlorine analyzer.
- Worked on Gateway at High School again. If not working this time we will have Schulte come work on it.
- Spoke with Wilson Trailers about the issues they were having with daily alarms on their fire suppression. It appears it is a spike on their system and not a drop in pressure. Water plant staff worked late to push the system pressure closer to the setpoint psi and try to help remedy this issue.
- Contacted Wilson trailer and their gauge went from 47 to 50 psi but still had an alarm. We will try again to get it higher.
- Contacted Schulte because Gateway at High School is still not working. They will be here the end of July.
- Collected Bac-T samples.
- Met with Dana and Tim about flushing the system. For annual chlorine burnout.
- Recovery basin level indicator started working after a period of inactivity. Replacement unit ordered.
- Received call from Wilson trailers that we tripped their alarm even though we went all weekend with no problems. I informed them that I would adjust my VFD on the motor but if this failed to work, we would need to find another way to boost their pressure.
- Recovery level indicator quit working.
- Power washed upflow blowdown pit where the sump pump is going to be replaced.
- Collected Bac-T samples.
- Hach field service technician onsite to perform contracted quarterly maintenance on the TU5 turbidimeters on the filters and annual maintenance on the R6000 and benchtop turbidimeter.
- Changed out tubing on the TU5s that got disturbed during the tech's maintenance effort.
- Finished getting equipment set up for the trial study for the new coagulant.
- Received the trial study chemical shipment.
- CedarChem representative onsite for trial study. We met at 8:30 PM and calibrated feed pump. Once calibration was complete, we set pump to proper dosage and started filling south upflow basin. South upflow was full at 0400 AM. Trial study began at 0800 with the required monitoring and testing set up by the state.
- Schulte was here and worked on the Gateway at the High School. After an hour of trouble shooting and reprogramming, they got it working.
- Pulled distribution system sampling coupons from the test rack for the corrosion study at the plant and municipal auditorium and replaced with new ones.
- Replaced the booster pump in the chemical building.
- Matt Evert's 20 year mark with the City.
- Had conference call with Jacobs to answer DNR's questions on the tracer study.
- On July 30, began startup for the distribution system chlorine burn.

Water Quality Coordinator

Household Hazardous Waste

- Accepted 2098.75 lbs hazardous waste into the Household Hazardous Waste Facility.
- Stabilized and disposed of 634.75 lbs non-reusable materials.
- Distributed 1035.95 lbs of recycled material to Moberly residents for reuse.
- Managed Open Household Hazardous Waste Day on June 9th.
- Cleaned and organized Household Hazardous Waste Facility.
- Collected sample from mystery barrel for analysis by Pace Analytics.

Public Education and Involvement

- Made appointments with Moberly residents at Household Hazardous Waste Facility.
- Advertise HHW facility and on social media.
- Worked with Moberly Community Betterment to plan and advertise fall community cleanup.
- Worked with Stream Teams United and High School to plan activities for fall semester.

Illicit Discharge Detection and Elimination

- Performed regular lake sampling for Lakes of Missouri Volunteer Water Quality Monitoring.

Construction Stormwater Runoff Control

- Performed regular construction inspections.
- Performed Land Disturbance Inspections for all Land Disturbance sites (see attached chart.)
- Attended Planning Committee meetings.
- Met with Tony Stuart about Land Disturbance self-inspections.
- Emailed C. L. Richardson about Land Disturbance self-inspections.

Post-Construction Stormwater Controls

- Cleaned trash and weeds out of city hall rain gardens.
- Performed facility inspections at permanent stormwater facilities.
- Contacted Moberly High School for update on construction timeline.

Municipal Good Housekeeping

- Worked on MSDS binder for HHW facility.
- Collected information for 9 Minimum Controls report.
- Scheduled Snowplow Training and Stormwater Training for the Street Department.
- Designed Snowplow Training.

Finances, Certifications and Education

- Received hazardous waste training materials from DNR.
- Researched Hazardous Waste Training opportunities.
- Set up VPN T-Drive access.
- Registered for PFAS webinar.

Land Disturbance Inspections Performed

Site	Permit Holder	Status
Rothwell Park Pavilion	Troy Bock	Construction not started
Logan Street	Drew Kerns	Construction Not Started
Cobblestone Creek	Tony Stuart	No issues
Ellis Place	Tony Stuart	No issues
Southridge Lots 34,35, & 39	Don Mutter	No Issues
Plumrose	Emery Sapp & Sons	No issues
Lantern Pointe	Larry Schnell	No issues
Eagle Tree Ridge	C. L. Richardson	Detention Basin not complete

MAEDC Economic Development Report

July 17, 2022 – August 13, 2022

Goals from Last Month

- (Complete) Participate in July 28 meeting between Monnig Industries and Glasgow City officials.
- (Complete) Mail official Moberly Depot District postcard grant program announcements.
- (Complete) Have follow up call with new hotel development contact and the management company he is bringing to the table; and determine next steps.
- (Complete) Receive completed study for Fayette from Retail Strategies
- (Complete) Distribute Industrial Appreciation Day invites
- (Complete) Start marketing campaign of CID investment videos.

Business Growth

- Spoke with Mason Spurgeon, Fayette, to discuss a potential real estate development in Fayette. Provided him with information pertaining to various lending options.
- Met with Monnig Industries President Jason Monnig and staff, Glasgow City Administrator Andrew Frazier and Police Chief Tyler Polson, to discuss Monnig's campus and their 2021 flood impacts.
- Provided Jason Monnig with MODOT right-of-way contact information.
- Spoke with Glasgow City Attorney Randall Barron regarding project ideas for a Glasgow mitigation project.
- Met with Moberly City Manager Brian Crane, First State Community Bank representatives Mike Skubic and Ron Hopkins, and Nuveen Green Capital representatives by Zoom to discuss a potential downtown Moberly project.
- Conference call regarding utilization of Retail Strategies product for CMU Fayette project. Decided on action items and next steps.
- Follow up call with potential hotel management company. Conversation went well and a site visit was organized.
- Followed up with City of Glasgow about downtown redevelopment project. Updated them on timelines and what next steps would look like.
- Received written update from Project Robot on the current status of the project.
- Followed up with contact on Project North, prospect has been silent for several months.

Business & Community Partnership

- Met with Landon Ball, State Farm - Fayette, to tour his new location and visit about economic development issues.
- Met J.B. Waggoner to discuss Howard County economic development issues.
- Met with Fayette City Clerk Tara Kunze to discuss data comparisons between like-population municipalities.
- Connected with MODOT Central District Area Engineer Kirsten Munck to obtain contact information for the right-of-way and utility permitting departments.
- Processed multiple PPI applications and reimbursement requests and fielded several grant program questions.
- Mailed official grant program announcements to all Moberly Depot District property owners.
- Talked with Mid-Mo Regional Planning Commission regarding the use of their revolving loan funds for a specific Fayette project.
- Sought available lending options from Anastasia Tiedemann, SBDC, and Jennifer Schenk, Missouri Women's Business Center.
- Provided the Moberly Chamber of Commerce with the most current mailing list of Moberly Depot District property owners.
- Participated in an email discussion with Gigi McAreavy, director of economic development at Boonslick County Development Corporation.
- Submitted Round 14 PPI memorandum and spreadsheet to the Moberly Depot District CID board for review and processing.
- Provided Julee Sherman, CMU, with contact information for Executive Director David Bock, Mid-Mo Regional Planning Commission.
- Provided MRMC with information regarding the GlobalSTL Health Innovation Summit.

Regional Engagement

- Attended the Fayette Mainstreet presentation of their Gateway Boulevard concept.
- Participated in board meeting for Enterprise Development Corporation.
- Checked with GSG about MAEDC response rates for the labor study being conducted by MO NE.

Internal Development and Marketing

- Provided Randal Weidenaar, Notionfront, with the 2021 tax rates for Howard and Randolph Counties for use in updating the MAEDC website.
- Completed notary training to become a State of Missouri commissioned notary.
- Met with a Board of Directors prospect about potentially joining MAEDC in 2023.
- Communicated with Missouri Partnership about industrial site initiative.
- Began publication of downtown redevelopment marketing videos.
- Several IT upgrades were implemented by Fusion Technologies.

Goals for Next Month

- Meet with Gigi McAreavy, director of economic development at Boonslick County Development Corporation.
- Join ongoing Monnig Industries campus and flood impacts discussions.
- Meet with Mason Spurgeon, Fayette, to discuss sewer access via a MODOT right-of-way.
- Meet with Howard County Commission to discuss a Glasgow project.
- Speak with John Kuhlman, MODOT utility representative, to identify right-of-way permitting process.
- Host Moberly Crossings CID meeting to update slate of officers
- Host site visit for downtown hotel project



#21.

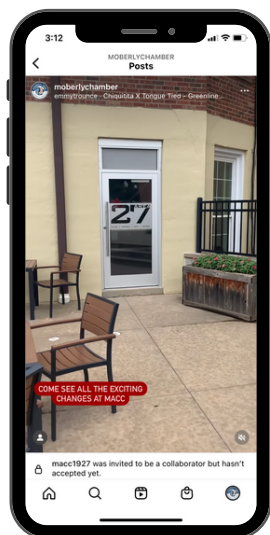
AUGUST REPORT

2022

SOCIAL MEDIA STATS

TOP POSTS THIS MONTH

INSTAGRAM



**MACC AFTER HOURS
VIDEO
40 LIKES**

FACEBOOK



**MACC AFTER HOURS - BASEBALL
& SOFTBALL PROGRAMS
REACHED 9,434 PEOPLE**

NUMBER OF FOLLOWERS PER PLATFORM

Month	Facebook	Instagram	Twitter
Jan.	6,478	1,067	484
Feb.	6,522	1,081	477
March	6,546	1,085	493
April	6,643	1,088	496
May	6,735	1,096	499
June	6,873	1,119	501
July	6,904	1,137	503
August	6,957	1,144	504

3 *Amazing Events*
IN ONE WEEKEND!
SEPTEMBER 17 & 18 | MOBERLY, MO



Medium	Date Ad Ran	Subscribers	Amount Spent
Print - Show Me Missouri	Fall Edition	24,000	\$750.00

Additional ads are still in progress

MEDIA	2019	2020	2021	2022
DIGITAL	\$10,644.12	\$8,530.54	\$8,449.00	\$3,353.69
SHOW ME STRONG DIGITAL	0	\$2,989.99		
PRINT	\$800.00	\$1,200.00	\$2,100.00	\$2,850.00
RADIO	0	\$4,998.00		
SEM	\$1,332.93	\$3,465.62	\$3309.03	
BILLBOARD	0	\$2,000.00	0	
TV			\$7,224.00	\$5,514.00
TOTAL:	\$12,777.05	\$23,184.15	\$12,958.09	\$10,967.69

OWNED COMMUNICATION ASSETS

- Finalized ATV Trail Map
- Continued working on visitor guide revisions with designer
- Added events when submitted/showed members how to submit their events on website
- Updated tourism website to reflect upcoming changes/additions
- Started working on revisions for dining & shopping guide

DEPOT DISTRICT BUSINESSES

Dining in Moberly

The Bean 118 W Reed St | 660-998-1853

Black Market BBQ 1515 S Morley St | 660-372-2277

The Brick 107 N Williams St | 660-263-1414

Bubba's Burger Bar 213 N 5th St | 660-651-8200

C&H Country Cafe 520 Hwy 24 | 660-372-1799

China Garden 1720 Crete St | 660-269-9800

China King 1320 E Hwy 24 | 660-269-8882

Coates Street Corner Grill 320 W Coates St | 660-372-1689

D'Abolengo 2002 Silva Lane | 660-263-6565

Dinner's Ready 102 Johnson St & 537 W Reed St | 660-372-9099

Dot's Bakery 303 W Reed St | 660-372-1900

Don's Family Style Buffet 315 Hwy JJ, Huntsville | 660-277-4466

El Vaquero 721 N Morley St | 660-263-6336

Felicia's 1461 Hwy JJ | 660-263-0009

Fiesta Bar & Grill 104 W Wightman St | 660-269-7188

Funny Pages Cafe 1714 N Morley St | 660-263-5233

Karma's Cafe 669 S Morley St | 660-372-8222

Los Amigos 1403 S Morley St | 660-372-8448

Legend Nutrition 101 E Coates St | 660-998-6882

Lula's 112 W Carpenter St | 660-263-9610

Mallard's Pub & Pool 407 E Urbandale Dr

Pizza Works 319 N Morley St | 660-263-8102

Route 2 Classic Country Barn & Grill 121 E Martin St, Cairo | 660-263-0960

Sammy D's 300 Main St, Clark | 660-414-7883

Shady's 400 W Reed St | 660-372-1888

The Wabash 111 E Coates St | 660-269-9932

Blissfully Yours Sweet Shoppe 619 Concanon St | 660-353-0756

Donut Palace 304 S. Morley St | 660-372-1626

Fadd's Frozen Custard 1600 N Morley St | 660-353-9833

Orange Leaf Frozen Yogurt & Humble Donut Co. 1625 N Morley St | 660-372-1433

Shopping in Moberly

A Stroke of Magic 215 W Reed St | 660-372-5000

AK's Guns and Ammo 209 N 4th St | 660-372-1781

Art's Appliance & Furniture 420 W Hwy 24 | 660-263-3367

Becraft Jewelers 507 W Reed St | 660-263-2144

Best TV 408 W Reed St | 660-263-7368

Bob's Butcher Shop 1304 S Morley St | 660-263-0032

The Book Store 523 W Coates St | 660-263-1432

Cato 1320 E Hwy 24 | 660-263-1586

CCCC Bookstore 911 E Urbandale Dr | 660-263-3909

Charlotte's Web Antiques 518 W Reed St | 660-372-1790

Coach Light 500 W Reed St | 660-263-2708

COCO Dispensary 106 N Clark St | 660-372-1500

Country Meat Shop 1515 W Outer Rd | 660-263-4663

DD Cycles 823 W Rollins St | 660-414-7411

Deatrick's Floral 213 W Reed St | 660-833-9191

Do Furniture 1020 W Hwy 24 | 660-263-9905

Encore 317 W Reed St | 660-263-2322

Encore 2 322 W Reed St | 660-263-2322

Factory Connection 1600 N Morley | 660-269-8859

Fusion Technology 1315 E Hwy 24 | 660-263-9400

Green Relief 414 W Coates St | 660-372-1560

Guides & Vibes 301 N Morley St | 660-372-8099

Hibbett Sports 1320 E Hwy 24 | 660-263-3343

Knot as it Seems 500 W Hwy 24 | 660-372-5017

Magic City Pawn 524 W Reed St | 660-263-2011

Maurices 1720 Crete St | 660-263-9200

Merle Norman Cosmetics 313 W Reed St | 660-269-9919

New Beginnings Furniture 120 W Reed St | 660-263-7676

The Odd Pear 529 W Reed St | 660-263-0335

Orscheln Farm & Home 314 Hwy 24 | 660-263-3987

Randolph County Helping Hands 309 W Reed St | 660-269-8780

Randolph Mercantile 1011 W Hwy 24 | 660-263-8087

Shepherd Farms Pecan Valley 1580 CR 2010, Clifton Hill | 660-261-4567

Shoe Sensation 1320 E Hwy 24 | 660-269-9991

Steve's Toys 1415 W Outer Rd | 660-263-1078

Superior Adventure Center 1350 E Hwy 24 | 660-263-5900

Vintage 424 424 W Reed St | 660-414-7424

WanDee's Eclectibles 314 W Reed St

Wise Women Botanicals 1011 Hwy 24 | 660-263-1033

Woodsman Distilling 7239 Hwy A, Higbee | 660-456-7610

Skullsplitter Distillery 9603 Hwy B, Higbee | 660-456-7660

LEARN MORE AT MOBERLY.COM or SCAN THE QR CODE BELOW

ADDITIONAL ITEMS

#21.



- Submitted additional ads to the Missouri Division of Tourism
- Followed up with area tourism related events
- Continued working on FY22 Q4 Quarterly Report
- Communicated with hotels on wine stroll & archery tournament & Gus Macker/Junk Junktion
- Restocked hotels
- Attended Tourism Commission & CID meeting
- Working on commercials for Gus Macker
- Spoke to NARVE about tourism advocacy & updates
- Spoke about tourism to new teachers
- Attended MACC After Hours & several ribbon cuttings

PLANNED ACTIVITES

- Continuing working on Junk Junktion and Gus Macker Events
- Marketed August's Street Food Throwdown
- Took photos at July's Car Cruise
- Continued spreading the word about 2022 Christmas
- Had a meeting to talk about 2023 fishing tournaments with organizer



MONTHLY BILLING

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