

**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
July 17, 2023
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Approval Of The City Council Meeting Minutes For June 29, 2023.

Recognition of Visitors

Public Hearing and Receipt of Bids

2. Receipt Of Bids For The Demolition Of Three (3) Residential Structures.

Consent Agenda

3. A Resolution Approving A Hay Cutting, Baling & Removal Hay Bales Sale Agreement Between The City Of Moberly, Missouri And Ryan Britt For The Waste Water Treatment Plant Biosolids Land Application Site Property.
4. A Resolution Accepting A Permanent Sewer Easement From The Wright Legacy Trust.
5. A Resolution Accepting The Bid And Authorizing Contracting With Emery Sapp & Sons, Inc., For Construction Of The Morley Pump Station Retrofit And Force Main Extension Project.
6. A Resolution Of The City Of Moberly, Missouri, Authorizing An Application To The Emergency Management Performance Grant Direct Assistance Program For Reimbursement Of Emergency Management Director Costs.
7. A Resolution Authorizing The City Manager To Execute An Architect's Agreement With WSKF, Inc For The Expansion Of Emergency Services Communication.
8. A Resolution Declaring A Proposed Street Name Change.

Ordinances & Resolutions

9. An Ordinance Approving An Addendum To A Cooperative Agreement With Adair Hathaway For Stormwater Improvements Reimbursement.
10. An Ordinance Approving A Subdivision Improvement Agreement With Adair Hathaway For Eagle Tree Ridge Subdivision.
11. A Resolution Accepting The Bid And Authorizing Contracting With Wiedeman Dozing, LLC For Demolition Of Three Residential Structures.
12. A Resolution Of The City Of Moberly, Missouri, Authorizing Acceptance Of The Industrial Site Development Grant.
13. A Resolution Authorizing The City Manager To Execute An Electronic Business Services Agreement With The Central Bank And Authorizing Matt Douglass To Execute An Associated Resolution Of Authorization With Central Bank.

[14.](#) A Resolution Of The City Of Moberly, Missouri, Authorizing Application For A 2023 State Homeland Security Program Grant.

[15.](#) A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

[16.](#) Department Head Monthly Reports.

Anything Else to Come Before the Council

17. Public Comments.

Adjournment

18. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Legal Actions/Litigation And A Negotiated Contract. (Closed Statue 610.021) (1,12).

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

City of Moberly

City Council Agenda Summary

Agenda Number: #1.
Department: City Clerk
Date: July 17, 2023

Agenda Item: Approval Of The City Council Meeting Minutes For June 29, 2023.

Summary: Please find minutes from the last meeting in the packet for review.

Recommended

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

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed



**MINUTES OF THE
CITY OF MOBERLY, MISSOURI
CITY COUNCIL MEETING
June 29, 2023**

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

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

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

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

A motion was made by Lucas and seconded by Kimmons to approve the minutes of the June 19, 2023, Council meeting as presented. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received for ECATS for 9-1-1 call reports: **Zetron MAX MIS** - \$12,910; **ECATS MIS & Text** - \$19,965.60. Zetron does not have the capabilities that the Moberly PD requires to know where 9-1-1 calls originate from. A motion was made by Kyser and seconded by Jeffrey to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received for replacement of Police Department body worn cameras: **AXON** – \$32,278.53 annually, 10-year agreement; **Lenslock Inc.** - \$23,464 annually, five-year agreement; **Motorola** - \$45,033 first year, \$27,810 years two through five, five-year agreement. A motion was made by Kimmons and seconded by Lucas to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following bids were received to replace Police Department in-car cameras: **AXON** - \$21,414 first five years, \$17,886.12 years six through ten of 10-year agreement; **Motorola** – 3 bids received: \$19,110, \$27,472, and \$45,033; **Lenslock** - \$15,464, 5-year agreement. A motion was made by Jeffrey and seconded by Kyser to accept the bids. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Mayor Brubaker asked to entertain any motion to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Brubaker asked for a motion for the Consent Agenda to be read by City Attorney, Randall Thompson. Kimmons made a motion for City Attorney, Randall Thompson, to read the Consent Agenda. Jeffrey seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Bill No. R1482: “A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SALES TERMS AND CONDITIONS AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE PURCHASE OF POLICE BODY WORN CAMERAS AND SUPPORT”

Bill No. R1483: “A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SALES AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE PURCHASE OF POLICE VEHICLE IN-CAR CAMERAS”

Bill No. R1484: “A RESOLUTION AUTHORIZING A SINGLE SOURCE PURCHASE FROM WIRELESS USA FOR INSTALLATION OF FIBER OPTIC PHONE LINES”

Bill No. R1485: “A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH INTRADO LIFE & SAFETY SOLUTIONS CORPORATION FOR ECATS911 EQUIPMENT”

Bill No. R1486: “A RESOLUTION APPROVING A THE RFP SUBMITTED BY MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS FOR PROFESSIONAL ADMINISTRATIVE SERVICES FOR THE FENNEL COMMUNITY REVITALIZATION GRANT, THE INDUSTRIAL SITE GRANT AND THE WABASH HEIGHT GRANT PROJECTS”

The Resolution Bills having previously been made available for public inspection were read by title one time. A motion was made by Kyser and seconded by Lucas to adopt the Resolutions. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: **“AN ORDINANCE AUTHORIZING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF MOBERLY, MISSOURI PREVIOUSLY ADOPTED FOR THE FISCAL YEAR JULY 1, 2022 TO JUNE 30, 2023”** and moved that the bill be read two times by title for passage. Jeffrey seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Jeffrey moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced a bill for an ordinance entitled: **“AN ORDINANCE AUTHORIZING AND APPROVING THE BUDGET FOR THE CITY OF MOBERLY, MISSOURI FOR THE FISCAL YEAR JULY 1, 2023 TO JUNE 30, 2024”** and moved that the bill be read two times by title for passage. Kyser seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Jeffrey moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **“AN ORDINANCE AMENDING SECTIONS 40-800 AND 40-802 RELATING TO RECREATIONAL OFF-HIGHWAY VEHICLES AND GOLF CARTS”** and moved that the bill be read two times by title for passage. Lucas seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The bill having previously been made available for public

inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Jeffrey seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Roll Call: Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Lucas introduced **“A RESOLUTION RATIFYING THE EXECUTION OF PROFESSIONAL SERVICES TASK ORDER #80 WITH MCCLURE ENGINEERING CO”** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kyser introduced **“A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI, TO EXECUTE AN AGREEMENT WITH VENDOR REGISTRY, INC., POWERED BY MDF COMMERCE TO PROVIDE BID AND CONTRACT MANAGEMENT SOFTWARE”** and made a motion for it to be read. Jeffrey seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Lucas and seconded by Kimmons to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Jeffrey introduced **“A RESOLUTION APPOINTING MATTHEW DOUGLASS AS CITY TREASURER AND ACCEPTING THE APPOINTMENT BY THE CITY MANAGER OF MATTHEW DOUGLASS AS CITY COLLECTOR”** and made a motion for it to be read. Kyser seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Kimmons introduced **“A RESOLUTION ACCEPTING THE EMERGENCY PURCHASE OF THREE POLICE VEHICLES IN THE TOTAL AMOUNT OF \$107,508.00 FROM MOBERLY MOTORS”** and made a motion for it to be read. Lucas seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Kimmons to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Lucas introduced **“A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN JUNE 16, 2023 AND JUNE 28, 2023, IN THE AMOUNT OF \$872,324.31”** and made a motion for it to be read. Jeffrey seconded the motion. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Lucas and seconded by Jeffrey to adopt the Resolution. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

Monthly reports were received from various departments.

Mayor Brubaker nominated Sam Tadrus, David Byland and Mike Skubic to the Planning and Zoning Commission. A motion was made by Jeffrey and seconded by Kyser to re-appoint Sam Tadrus, and to appoint David Byland and Mike Skubic to the Planning and Zoning Commission for three-year terms to replace Howard Miedler and Lisa Vanderburg. Ayes: Brubaker, Lucas, Jeffrey, Kyser and Kimmons. Nays: none.

The following new and renewal liquor applications were submitted for approval:

Los Amigos, 1403 S Morley St, Moberly, MO 65270, submitted by Virgilio Acevedo. Retail sale of all kinds of intoxicating liquor by drink, including package sales and retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant bar).

(New Owner) Lula's Tonight, 112 W Carpenter St, Moberly, MO 65270, submitted by Joshua Caleb Pollard. Retail sale of all kinds of intoxicating liquor by drink, including package sales.

Lucky's, 1401 S Morley St, Moberly, MO 65270, submitted by Brendan Fugate. Retail sale of all kinds of intoxicating liquor by drink, including package sales and retail sale of all kinds of intoxicating liquor by drink on premises Sunday only (restaurant bar).

Vertigo Event Services, LLC, 315 W Coates St, Moberly, MO 65270, submitted by Tahlor Fowlkes. Retail sale of all kinds of intoxicating liquor by drink, including package sales.

XPress Liquor & Smokes #14, 817 S Morley St, Moberly, MO 65270, submitted by Hari Poudel. Retail intoxicating liquor in excess of 5% alcohol, by package only and retail intoxicating liquor in excess of 5% alcohol, package, Sunday sales.

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

Shawnda Komer of 414 Vincil Street was present and asked the Council to look into the timing of the pedestrian crossway lights at Morley and Franklin Streets (4.03 seconds to cross) and Morley and Coates Streets (6.69 seconds to cross). These pedestrian crossway lights are owned and operated by MODOT, and staff will contact MODOT on Ms. Komer's behalf to pass along the concerns.

Eric Viccaro, Moberly Monitor Index, was present from the Media.

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

Work Session

The Following Was Discussed At The Work Session:

A Discussion Regarding A Hay Harvest Agreement Between The City Of Moberly, Missouri And For Mowing The City Wastewater Treatment Plant Biosolids Land Application Site And Authorizing The City Manager To Sign The Agreement.

A Discussion Regarding Accepting A Permanent Water And Sewer Line Easement For The Wright Legacy-Jermyn Sewer Project.

A Discussion Regarding Accepting The Bid And Authorizing The City Manager To Execute The Agreement For Morley Pump Station And Force Main EDA Project For Public Utilities.

Request To Have The Addition Of N And S Prefix To All Necessary College Avenue Addresses.

A Request For Approving A Resolution Authorizing The Moberly Fire Department To Submit A Grant Application Through The Emergency Management Performance Grant Direct Assistance Program.

Discussion Of An Agreement Between WSKF And The City Of Moberly For Joint Communication Renovations.

DRAFT

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#2.

Department: Community
Development

Date: July 17, 2023

Agenda Item: Receipt Of Bids For The Demolition Of Three (3) Residential Structures.

Summary: We advertised the demolition of three (3) residential structures in the Moberly Monitor Index newspaper. We received 3 bids (attached).

Recommended

Action: Accept these bids.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

Advertisement for Bids

The City of Moberly will receive sealed bids for the demolition of 3 residential structures and outbuildings at 905 Bond St, 1204 Quinn St and 412 Polston St. The removal of any appliances, the hauling away of demolition materials to a designated landfill and the grading and filling of the lot shall all be included in the bid. The bids are to be submitted to the **City Clerk’s Office at 101 W Reed St.** and are due by **10:00 AM on July 12, 2023** and the envelope marked **“Demo 3 Residential Structures 2023”**. Requirements for these bids may be obtained at the Community Development Office at City Hall, 101 West Reed Street, Moberly, Missouri 65270. The City of Moberly reserves the right to accept or reject any or all bids. For more information call (660)269-7638.

SUBMITTED BY THOMAS E. SANDERS
CITY OF MOBERLY
Director of Community Development

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITIONS OF THE MONITOR INDEX:
WEDNESDAY, June 28, 2023

Demo 3 Residential Structures 2023

#2.

CITY OF MOBERLY

"BID OPENING"

Sign-In Sheet

Date: 07/12/2023 10:00AM

Name

Shannon Hance

Mark L.

TRIP HOLLAND

Jon Deek

Company

City of Moberly

Luecke Farms

JT HOLLAND

City of Moberly

CITY OF MOBERLY

CITY OF MOBERLY

“BID OPENING”

Date: 7/12/2023 10 AM

Wiedeman Dozing

\$ 14,500

\$

\$ _____

Luecke Farms LLC

\$ 23,500

\$ _____

\$

\$

JT Holman Const. LLC

\$ 18,500

City of Moberly
Community Development Department
Demolition Bid Form
Due: July 12, 2023

The City of Moberly is requesting sealed bid quotations for the structures and surfaces located at 1200 East Highway 24. Bid price will include the cost of asbestos removal, demolition, removal of all debris, filing, grading and seeding of the site. The cost of landfill disposal of materials shall be included. Direct all inquiries to the Code Enforcement office. Envelope must be sealed, marked "Demo 3 Residential Structures 2023", and submitted prior to deadline specified below. Bids not marked in this manner or submitted after the deadline will not be considered. The City of Moberly reserves the right to reject any or all bids for any reason.

Bid due date **July 12, 2023**

Bid due time **10:00 a.m.**

Bid submission location City Clerk Office
Moberly City Hall
101 West Reed Street
Moberly, MO 65270

Address		Price per Structure
905 Bond		7,000.00
1204 Quinn		3,000.00
412 Polston		4,500.00
Total Bid Price		14,500.00

I hereby certify that this bid is submitted under the conditions stated on this form and that it shall remain valid for a period of 60 days after the due date specified above.

WIEDERMAN DOZING
Company name (if applicable)


Signature

7/11/2023
Date

City of Moberly
Community Development Department
Demolition Bid Form
Due: July 12, 2023

The City of Moberly is requesting sealed bid quotations for the structures and surfaces located at 1200 East Highway 24. Bid price will include the cost of asbestos removal, demolition, removal of all debris, filing, grading and seeding of the site. The cost of landfill disposal of materials shall be included. Direct all inquiries to the Code Enforcement office. Envelope must be sealed, marked "**Demo 3 Residential Structures 2023**", and submitted prior to deadline specified below. Bids not marked in this manner or submitted after the deadline will not be considered. The City of Moberly reserves the right to reject any or all bids for any reason.

Bid due date **July 12, 2023**

Bid due time **10:00 a.m.**

Bid submission location City Clerk Office
Moberly City Hall
101 West Reed Street
Moberly, MO 65270

Address		Price per Structure
905 Bond		\$11,600.00
1204 Quinn		\$6,300.00
412 Polston		\$5,600.00
Total Bid Price		\$23,500.00

I hereby certify that this bid is submitted under the conditions stated on this form and that it shall remain valid for a period of 60 days after the due date specified above.

Luecke Farms, LLC

Company name (if applicable)

Signature

Date

7/10/2023



LUECFAR-01

KRUB

#2.

N

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mathenia Insurance Group LLC
1405 Jungermann Rd.
Suite E
Saint Peters, MO 63376

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS: info@mathins.com
FAX (A/C, No): (636) 922-5255

INSURED
Luecke Farms LLC
200 Hwy RB
New Florence, MO 63363

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Crum & Forster Specialty Ins Co	44520
INSURER B :	Progressive Cas Ins Co	24260
INSURER C :	Kinsale Insurance Company	
INSURER D :	Missouri Employers Mut Ins Co	10191
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BAK314826	7/17/2022	7/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			06127551	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			0100194790	6/9/2022	7/17/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MEG2016477	5/8/2023	5/8/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Motor Truck Cargo			06127551	5/1/2023	5/1/2024	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cargo Deductible -\$1,000

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only
For Informational Purposes Only
For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Moberly
Community Development Department
Demolition Bid Form
Due: July 12, 2023

The City of Moberly is requesting sealed bid quotations for the structures and surfaces located at 1200 East Highway 24. Bid price will include the cost of asbestos removal, demolition, removal of all debris, filing, grading and seeding of the site. The cost of landfill disposal of materials shall be included. Direct all inquiries to the Code Enforcement office. Envelope must be sealed, marked "**Demo 3 Residential Structures 2023**", and submitted prior to deadline specified below. Bids not marked in this manner or submitted after the deadline will not be considered. The City of Moberly reserves the right to reject any or all bids for any reason.

Bid due date **July 12, 2023**

Bid due time **10:00 a.m.**

Bid submission location City Clerk Office
Moberly City Hall
101 West Reed Street
Moberly, MO 65270

Address		Price per Structure
905 Bond	1000	
1204 Quinn	5000	
412 Polston	5500	
Total Bid Price 18,500		

I hereby certify that this bid is submitted under the conditions stated on this form and that it shall remain valid for a period of 60 days after the due date specified above.

Company name (if applicable)

Signature

Date

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#3.

Department: Public Utilities

Date: July 17, 2023

Agenda Item: A Resolution Approving A Hay Cutting, Baling & Removal Hay Bales Sale Agreement Between The City Of Moberly, Missouri And Ryan Britt For The Waste Water Treatment Plant Biosolids Land Application Site Property.

Summary: The hay harvest project sought to identify area farmers who had capabilities (labor & equipment) for cutting, baling and removal of hay bales from the City Farm in a timely manner so application of biosolids by city personnel can then be made to the farm site also in a strict schedule so farmer/hay contractor can repeat the process to get as many hay crop cuttings done each year to recycle nutrients from the biosolids that are land applied for long term sustainability on the city's land application site. Boone Consulting contacted Mr. John Kirchhoff of the Randolph County Soil & Water Conservation District who knows farmers in the area who may be interested in participating in City's Hay Program.

Boone Consulting emailed and shared the RFP document and Farm Map attached with each of the provided farmers and spoke with each and toured the City Farm Site with interested parties to review. Boone Consulting then asked each of the interested farmers/hay contractors to submit a proposal to the City of Moberly if they were interested in the cutting, raking, baling and removal of hay bales. The farmers that John Kirchhoff provided and the response of each:

Farmer	Discussion/RFP	Bid Hay Crop
Don Wyatt 20829 Frost Pl Callao, MO 63534 Cell Phone: 660-651-7438 donwyatt@cvalley.net	<ul style="list-style-type: none">• Several calls• Emailed RFP• Visit Farm Site	Will not work for their family this year. Still interested in future contract to do haying for the City.
Ryan Britt 11764 N. Highway 3 Clifton Hill, MO 65244 Cell Phone: 660-676-4898 ryan.brittfarms@gmail.com	<ul style="list-style-type: none">• Several calls• Emailed RFP• Visit Farm Site	\$1,555.00
Grayden Pretz 703 E. Terrill St. Moberly MO 65270 Cell phone: 785-375-9195 Grayden.pretz28@gmail.com	<ul style="list-style-type: none">• Several calls• Emailed RFP• Visit Farm Site	Decided not to bid this year.
Daniel John Edgerton 3502 Highway D Huntsville, MO 65259 Cell Phone: 660-414-5623 dirt_rules36@hotmail.com	<ul style="list-style-type: none">• Several calls• Emailed RFP	Decided not to bid this year. Interested in the future.
Marshall Dougherty 3080 State Rte. O Higbee, MO 65243 Cell phone: 660-651-5492	<ul style="list-style-type: none">• No Interest	Decided not to bid this year.
Bill Chinn County Road 2720 Moberly, Missouri 65270 Cell phone: 660-651-1882	<ul style="list-style-type: none">• No Interest	N/A

NOTE: John Kirchhoff Randolph SWCD stated that other farmers may be interested in this project beginning in 2024...others may be watching this year and interested in hay bale feed value; (ADF-Acid Detergent Fiber, NDF-Neutral Detergent Fiber, TDN-Total Digestible Nutrients, RFV-Relative Feed Value, Protein, NEL-Net Energy of Lactation, and other nutrients) harvested this year.

Recommended

Action: Approve the resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<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___ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other <u>Agreement, other</u>		Passed	Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A HAY CUTTING, BALING & REMOVAL HAY BALES SALE AGREEMENT BETWEEN THE CITY OF MOBERLY, MISSOURI AND RYAN BRITT FOR THE WASTE WATER TREATMENT PLANT BIOSOLIDS LAND APPLICATION SITE PROPERTY.

WHEREAS, City staff used a consultant to contact various area farmers/contractors with a Request for Proposal to mow, bale and remove bales from the Waste Water Treatment Plant Biosolids Land Application Site; and

WHEREAS, one response to the Request For Proposal was received from Ryan Britt with a proposal to pay the City (among other things) \$1,555.00 for each cutting and removal which agreement is memorialized in the attached Hay Cutting, Baling & Removal Hay Bales Sale Agreement (the “Agreement”); and

WHEREAS, City staff recommends the approval of the Agreement.

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

RESOLVED this 17th day of July, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

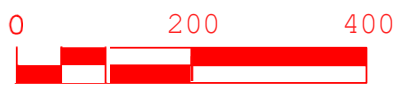
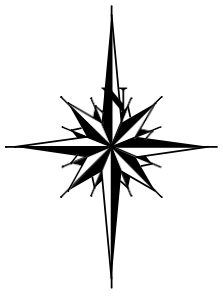
**ACREAGE EXHIBIT FOR
CITY OF MOBERLY-WASTEWATER TREATMENT PLANT FARM**

1429 County Road, Moberly, MO 65270

A PORTION OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 13 WEST
RANDOLPH COUNTY, MISSOURI 117 Acres +/- Hayland



RANDOLPH COUNTY SURVEYING & MAPPING	
Anthony Derboven, PLS 7659 Highway B Higbee, MO 65257 (573)289-3256	<u>SITE ADDRESS</u> COUNTY ROAD 1360 MOBERLY, MO 65170



- NOTES
1. THE BASIS OF BEARINGS IS GRID NORTH AS DETERMINED BY GPS OBSERVATION. REFERENCED TO THE MISSOURI CENTRAL ZONE.
 2. THIS SURVEY WAS EXECUTED TO COMPLY WITH THE ACCURACY STANDARDS FOR A RURAL CLASS PROPERTY JANUARY, 2023

City of

Moberly!

101 West Reed Street ■ Moberly, Missouri 65270-1551

Phone: (660) 263-4420

Fax: (660) 263-9398

**CITY OF MOBERLY WWTP FARM – HAY HARVEST
REQUEST FOR PROPOSALS (RFP) TO MOW, BALE, & REMOVE HAY BALES 2023 SEASON**

City of Moberly is considering a one-year (2023-growing season) RFP to cut, bale, and remove hay bales from the WWTP Farm 117 +/- acres (see attached map with address) that has been seeded to a grass/legume mixture. City will contact bidder 30 days before cutting of hay can begin and will have 10-12 days to cut, bale, and remove hay bales from the farm-site.

City will land apply treated liquid biosolids that meet both federal/state regulations outlined in 40CFR503 and PART III STANDARD CONDITIONS – stating a 30 day pause before harvesting after application of biosolids.

The first cutting/baling of hay will be in July 2023 and possible second cutting/baling in late September 2023 depending upon weather.

Bidder will make payment to City (payable to the City of Moberly) within 5 days after each harvest. Bidder agrees to pay Lump Sum for each cutting after harvest \$ 1,555.⁰⁰.

Bidder understands and agrees to responsibilities outlined in this RFP and General Instructions for cutting, baling, & removing hay bales from the WWTP Farm.

Price & Signature of this RFP must be submitted to City Hall by June 9, 2023 to be considered.



Bidder Signature

6-9-23

Date

Email: ryan.britt@farms@gmail.comRyan Britt

Print Name

Address: 11114 N Hwy 3
Clifton Hill, MO 65244

City of

Moberly!

101 West Reed Street ■ Moberly, Missouri 65270-1551
 Phone: (660) 263-4420
 Fax: (660) 263-9398

RFP to Mow, Bale, & Remove Hay Bales - General Instructions

1. The highest, or any proposal, may not be accepted. Processing proposals and the subsequent awarding of the agreement will take approximately one week.
2. The bidder is responsible for viewing the farm prior to bidding.
3. The bidder is responsible for all field activities in regard to cutting, baling and removing of hay bales.
4. Schedule #1: Cutting of hay must not start before the 30 notice by the City.
5. Schedule #2: All cut hay must then be removed from the farm-site in 10-12 day time-frame.
6. The bidder will communicate with Wastewater Chief Operator on any and all activities on the farm-site. Emily Lute can be contacted by phone at Plant: 660-269-9437.
7. City does recognize that there is some wood debris and some possible rocks in places due to the removal of timber. Bidder to be aware.
8. The bidder is responsible for all field activities in regard to mowing, baling and removal of the hay. The bidder shall ensure that they operate with due consideration for the condition of the property and not enter or run equipment if field conditions are such that damage to the land will occur (i.e. wet or soft field conditions).
9. The bidder shall assume the full responsibility for safety in accordance with all the applicable laws, regulations and generally accepted practices, including safety of all persons and property.
10. The bidder hereby releases City of Moberly and its officers, employees and agents from any actions, claims, accounts, demands, or injuries which the bidder now has or may have in cutting, baling, and removal of hay bales.

**ACREAGE EXHIBIT FOR
CITY OF MOBERLY-WASTEWATER TREATMENT PLANT FARM**

1429 County Road, Moberly, MO 65270

A PORTION OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 13 WEST
RANDOLPH COUNTY, MISSOURI 117 Acres +/- Hayland



**RANDOLPH COUNTY SURVEYING
& MAPPING**

Anthony Derboven, PLS
7669 Highway B
Higbee, MO 65257
(573)289-3256

SITE ADDRESS
COUNTY ROAD 1350
MOBERLY MO 65270



NOTES

1. THE BASIS OF BEARINGS IS GRID NORTH AS DETERMINED BY GPS OBSERVATION, REFERENCED TO THE MISSOURI CENTRAL ZONE.
2. THIS SURVEY WAS EXECUTED TO COMPLY WITH THE ACCURACY STANDARDS FOR A RURAL CLASS PROPERTY JANUARY, 2023

**HAY CUTTING, BALING, &
REMOVAL HAY BALES SALE
AGREEMENT**

THIS AGREEMENT by and between the City of Moberly, Missouri, a municipal corporation, (hereinafter called "City") and Ryan Britt – Britt Farms, L.L.C. (hereinafter called "Hay Contractor") is made and entered into as of the ____ day of _____, 2023 (hereinafter the "Effective Date"). City and Contractor are each individually referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, City sought (RFP) Request For Proposal from qualified vendors for the hay cutting, baling, and removal of hay bales from approximately one hundred seventeen (117+/-) acres on farmland where conservation improvements and newly seeded vegetation of city owned real estate north of the Waste Water Treatment Plant; and

WHEREAS, the Hay Contractor is a Missouri owned business willing to provide the desired services and was the successful bidder for the City request; and

WHEREAS, City is the legal owner of hay crop located on the City property and warrants the title to the hay bales hereby conveyed against the lawful claims of all third parties.

WHEREAS, Hay Contractor agrees to buy the hay bales described herein upon the terms and conditions provided.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. PROJECT DESCRIPTION AND SCOPE OF WORK.

Project Description.

Hayland crop is located on one-hundred seventeen (117+/-) acres in the City of Moberly, Missouri, north of the Wastewater Treatment Plant (WWTP) which is shown on the attached Exhibit- Map. Hay Contractor has agreed to cut, bale, and remove hay bales from the property.

Scope of Work.

- The Hay Contractor is responsible for all field activities in regard to cutting, baling, and removing of hay bales.
 - Hay Contractor must not start cutting hay before the 30 notice by the City.
 - All cut hay must be bales and hay bales removed from the farm-site in 10-12 day time-
- 1 – City of Moberly Hay Agreement 2023 Season

frame by Hay Contractor.

- The Hay Contractor will communicate with Wastewater Chief Operator on any and all activities on the farm-site. Emily Lute can be contacted by phone at Plant: 660-269-9437.
- City does recognize that there is some wood debris and some possible rocks in places due to the removal of timber. Hay Contractor is to be aware. City is not responsible for damage to contractor equipment due to field contents.
- The Hay Contractor is responsible for all field activities in regard to mowing, baling and removal of hay bales. The Hay Contractor shall ensure that all operations in cutting, baling, and removal of hay bales with due consideration for the condition of the property and not enter or run equipment if field conditions are such that damage to the land will occur (i.e., wet or soft field conditions).
- The Hay Contractor shall assume the full responsibility for safety in accordance with all the applicable laws, regulations and generally accepted practices, including safety of all persons and property.
- The contractor hereby releases City of Moberly and its officers, employees and agents from any actions, claims, accounts, demands, or injuries which the bidder now has or may have in cutting, baling, and removal of hay bales.
- Contractor is responsible for any damage inflicted upon existing field permanent structures, especially sludge line valve & reel connection assemblies currently protected by yellow bollards.

2. CONSIDERATION.

In-Kind.

The sole consideration for the work performed by Hay Contractor pursuant to this agreement shall be retaining the hay bales harvested from the property. Further the Hay Contractor agrees to pay to City the sum of One Thousand five hundred fifty-five Dollars for the hay bales removed from the property which amount the Parties agree is fair compensation for the value of the hay bales for each cutting.

Payment.

Hay Contractor shall make payment to City in a lump sum of One Thousand five hundred fifty-five Dollars (\$1,555.00) following completion of the cutting, baling, and removal of hay bales. Payment to be made no later than thirty days (30) after removal of

the hay bales from the property.

3. TERM.

Hay Contractor may begin performance of this agreement the week of July 17, 2023, weather and land conditions. Cutting of hay, baling, and removal of hay bales is estimated to take ten-to-twelve days (10-12) days to complete. Second cutting hay, baling, and removal of hay bales in September-October 2023 will follows all items outlined in this agreement.

4. HOLD HARMLESS AGREEMENT AND IMMUNITIES.

Hold Harmless.

To the fullest extent not prohibited by law, Hay Contractor shall indemnify and hold harmless the City of Moberly, its elected officials, officers, agents and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys and fees) arising by reason of any act or failure to act, negligence or otherwise of Hay Contractor, of any subcontractor, or anyone directly or indirectly employed by Hay Contractor or any subcontractor, in connection with this agreement. These provisions do not, however, require Hay Contractor to indemnify, hold harmless, or defend City from its own negligence.

Immunities.

The Parties hereto understand and agree City is relying on and does not waive or intend to waive by any provision of this Contract any monetary limitations, or any other rights, immunities and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials and employees.

5. DEFAULT.

Hay Contractor shall be in default for failure to comply with any provision of this Agreement. City may immediately terminate the agreement based upon the events of default described herein with or without notice to Hay Contractor. At City's option in the event of default it may provide Hay Contractor with ten (10) days' notice and allow Hay Contractor to cure the default within that time.

6. GOVERNING LAW AND VENUE.

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri. The venue for all litigation arising or relating to the Agreement shall be in the Circuit Court of Randolph County, Missouri.

7. INDEPENDENT CONTRACTOR.

It is understood by both Parties that Hay Contractor is an independent contractor and not an employee of City. Hay Contractor shall not transfer or subcontract any part of this Agreement without prior written approval of City.

8. INSURANCE.

If required by state law, the contractor shall be covered by workers' compensation and public liability insurance and shall provide proof of insurance coverage for the duration of the agreement to City upon execution of this agreement. Further Hay Contractor agrees that all vehicles utilized by it in the performance of this Agreement shall be covered by General Liability Insurance with limits of at least \$1,000,000 each occurrence (combined single limit for bodily injury and property damage).

9. ENTIRE AGREEMENT.

This document represents the entire agreement between the Parties. All previous or contemporaneous representations, promises and conditions relating to Hay Contractor's services are superseded.
IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

CITY OF MOBERLY

By: _____
Brian Crane, City Manager

Attest: _____
Shannon Hance, City Clerk

Ryan Britt, Britt Farms, LLC

By: _____

ryan.brittfarms@gmail.com

11114 N. Hwy 3
Clifton Hill, MO 65244

City of Moberly

City Council Agenda Summary

Agenda Number: #4.
Department: Public Utilities
Date: July 17, 2023

Agenda Item: A Resolution Accepting A Permanent Sewer Easement From The Wright Legacy Trust.

Summary: The city desires to extend gravity sewer north from Wright Legacy property north onto the Jermyn property. This project has been in the planning stage since the 1990s. This easement and sewer extension will allow Moberly to serve the adjoining properties in the future should development occur to the west of these properties and allow the Jermyn property to connect to city sewer and cease use of an onsite evaporative lagoon. The city needs to officially accept this easement from the property owner to complete the transaction. This action will officially accept the easement. The location of the property currently granting the easement is:

“...20.0 foot sanitary sewer easement--A strip of land being a portion of Lot 1 of Christian’s subdivision Urbandale Road, and being located in the southwest quarter of section 12, township 53 north, range 14 west, city of Moberly, Randolph County, Missouri ...”

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO._____

RESOLUTION NO._____

A RESOLUTION ACCEPTING A PERMANENT SEWER EASEMENT FROM THE WRIGHT LEGACY TRUST.

WHEREAS, City staff have successfully negotiated a permanent sewer line easement (attached) with Cathey E. Dodd and Stephen E. Wright, Trustees of the Wright Legacy Trust dated December 7, 2020 (“Wright Legacy Easement”); and

WHEREAS, this easement will permit the City to extend a gravity sewer line north from the Wright Legacy property to the Jermyn property to serve adjoining property for future development; and

WHEREAS, in addition this easement will allow the Jermyn property to connect to City sewer and cease using an onsite evaporative lagoon; and

WHEREAS, City staff requests that the Council accept the Easement.

NOW, THEREFORE, the City Council of the City of Moberly hereby accepts the attached easement from the Wright Legacy Trust and further authorizes the Mayor and City Manager to take such other and further action necessary to accomplish the purposes of this Resolution.

RESOLVED this 17th day of July, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

-
1. Title: PERMANENT SEWER EASEMENT
 2. Date: 6-10-23
 3. Grantor: Cathey E. Dodd and Stephen E. Wright, Trustees of the Wright Legacy Trust dated December 7, 2020
 4. Grantee: City of Moberly, Missouri
 5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
 6. Legal Description:

DESCRIPTION: 20.0 FOOT SANITARY SEWER EASEMENT

A STRIP OF LAND BEING A PORTION OF LOT 1 OF CHRISTIAN'S SUBDIVISION URBANDALE ROAD, AND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 53 NORTH, RANGE 14 WEST, CITY OF MOBERLY, RANDOLPH COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1 AND WITH THE SOUTH LINE THEREOF, N 88° 08' 38" W, 183.98 FEET; THENCE LEAVING THE SOUTH LINE OF SAID LOT 1, N 1° 05' 41" W, 39.25 FEET TO THE END OF AN EXISTING SEWER EASEMENT RECORDED IN BOOK 59M, PAGE 374. AND THE POINT OF BEGINNING OF THIS DESCRIBED STRIP: SAID STRIP BEING 20.00 FEET WIDE AND LYING 10.00 FEET ON BOTH SIDES OF AND ADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE; THENCE FROM THE POINT OF BEGINNING, N 1° 05' 41" W, 61.25 FEET TO THE NORTH LINE OF SAID LOT 1 AND THE END OF THIS DESCRIBED CENTERLINE.

THE END POINT OF THIS DESCRIBED CENTERLINE BEING 188.60 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1 AS MEASURED ALONG THE NORTH LINE THEREOF.

THE ABOVE DESCRIBED STRIP OF LAND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 925, PAGE 1469, OF THE RANDOLPH COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY.

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Cathey E. Dodd and Stephen E. Wright, Trustees of the Wright Legacy Trust dated December 7, 2020 hereinafter called the Grantor, for and in consideration of One Thousand Dollars (\$1,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, an easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line, manhole(s) and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

DESCRIPTION: 20.0 FOOT SANITARY SEWER EASEMENT

A STRIP OF LAND BEING A PORTION OF LOT 1 OF CHRISTIAN'S SUBDIVISION URBANDALE ROAD, AND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 53 NORTH, RANGE 14 WEST, CITY OF MOBERLY, RANDOLPH COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1 AND WITH THE SOUTH LINE THEREOF, N 88° 08' 38" W, 183.98 FEET; THENCE LEAVING THE SOUTH LINE OF SAID LOT 1, N 1° 05' 41" W, 39.25 FEET TO THE END OF AN EXISTING SEWER EASEMENT RECORDED IN BOOK 59M, PAGE 374. AND THE POINT OF BEGINNING OF THIS DESCRIBED STRIP: SAID STRIP

BEING 20.00 FEET WIDE AND LYING 10.00 FEET ON BOTH SIDES OF AND ADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE; THENCE FROM THE POINT OF BEGINNING, N 1° 05' 41" W, 61.25 FEET TO THE NORTH LINE OF SAID LOT 1 AND THE END OF THIS DESCRIBED CENTERLINE.

THE END POINT OF THIS DESCRIBED CENTERLINE BEING 188.60 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1 AS MEASURED ALONG THE NORTH LINE THEREOF.

THE ABOVE DESCRIBED STRIP OF LAND IS A PORTION OF THE SAME LAND DESCRIBED BY DEED RECORDED IN BOOK 925, PAGE 1469, OF THE RANDOLPH COUNTY RECORDS. SUBJECT TO ANY EASEMENT OR RESTRICTION OF RECORD OR NOT OF RECORD, IF ANY

TO HAVE AND TO HOLD the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor’s adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that it will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.
4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 10 day of June, 2023.

CITY OF MOBERLY, MISSOURI, Grantee

By: _____
Brian Crane, City Manager

ATTEST: _____
Shannon Hance, City Clerk

WRIGHT LEGACY TRUST, Grantor

By: Cathey E. Dodd
Cathey E. Dodd, Trustee

By: Stephen E. Wright
Stephen E. Wright, Trustee

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

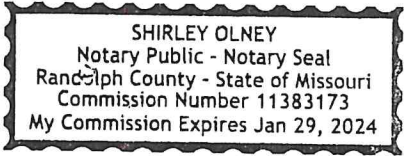
On this 10 day of June, 2023, before me, the undersigned Notary Public, personally appeared Cathey E. Dodd, to me personally known, who by me being duly sworn, did say she is a Trustee of the Wright Legacy Trust, dated December 7, 2020, and that said instrument was signed by her in accordance with authority granted to her by the Wright Legacy Trust and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Shirley Olney

Notary Public

My commission expires Jan 29, 2024



GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

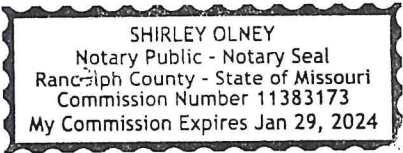
On this 28 day of April, 2023, before me, the undersigned Notary Public, personally appeared Stephen E. Wright, to me personally known, who by me being duly sworn, did say he is a Trustee of the Wright Legacy Trust, dated December 7, 2020, and that said instrument was signed by him in accordance with authority granted to him by the Wright Legacy Trust and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

Shirley Olney

Notary Public

My Commission expires Jan 29, 2024



GRANTEE’S ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF RANDOLPH)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

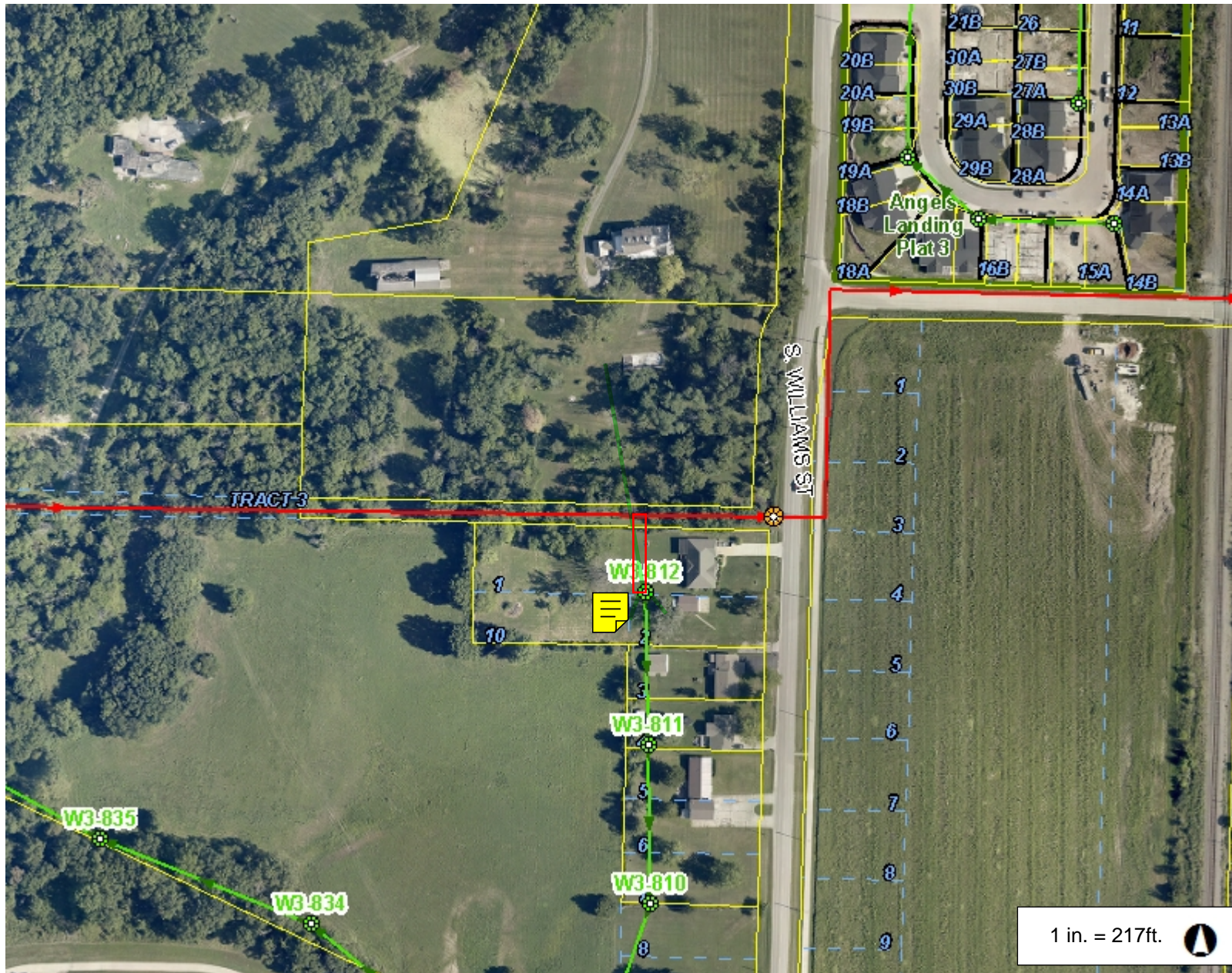
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

Notary Public

My commission expires:_____

Moberly, MO

#4.



Legend

- Sewer Line Investigation Locat
- ⊕ Manhole
- ⊕ Air Release Valve
- ⬠ Lamphole
- ⬠ Lift Station
- Other Sewer Feature**
 - Area Inlet
 - ⊕ Bar Screen
 - ⊕ Curb Inlet
 - ⊕ Grate Inlet
 - G Grit Chamber
 - ⊕ Storm Drain
 - ⌋ Tee
- Gravity Main
- Force Main
- Private Sewer Line
- LS_Electrical
- Roads**
 - Corporate Limit
 - Parcel
 - Original Lot
 - Stream
 - Subdivision
 - Lots
 - South Ridge Lot Line
 - City Easement

Notes

433.0 0 216.50 433.0 Feet

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.

35

THIS MAP IS NOT TO BE USED FOR NAVIGATION

City of Moberly

City Council Agenda Summary

Agenda Number: #5.
 Department: Public Utilities
 Date: July 17, 2023

Agenda Item: A Resolution Accepting The Bid And Authorizing Contracting With Emery Sapp & Sons, Inc., For Construction Of The Morley Pump Station Retrofit And Force Main Extension Project.

Summary: The Public Utilities Department has received bids for the Morley Pump Station And Force Main EDA Project that was approved as one of six projects included within an EDA grant. The quote selected is the \$1,908,522.00 from Emery Sapp & Sons Inc.. The advertisement for bids resulted in bids received ranging from this lowest bid of \$1,829,385.20 to the high bid of \$2,059,198.00. The lowest bidder failed to meet the minimum demonstrated experience requirement for this type of construction work, namely sewer lift station construction and was excluded. EDA approved this exclusion. Project funding is from an EDA Grant with a corresponding Moberly match. EDA requires project completion no later than September 28, 2024. EDA approval of this award is included.

Recommended

Action: Approve the resolution

Fund Name: Capital Improvement Plan

Account Number: 301.112.5412

Available Budget \$: To be secured from capital 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___ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input checked="" type="checkbox"/> Contract	M___ S___ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Exhibits</u>		Passed	Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH EMERY SAPP & SONS, INC., FOR CONSTRUCTION OF THE MORLEY PUMP STATION RETROFIT AND FORCE MAIN EXTENSION PROJECT.

WHEREAS, Public Utilities staff sought bids for construction of the Morley street pump station and force main U.S. Economic Development Administration (“EDA”) project; and

WHEREAS, numerous bids were received and the bid of Emery Sapp & Sons, Inc., (“ESS”) in the amount of \$1,908,522.00 was determined to be the lowest responsible bid; and

WHEREAS, the EDA has concurred with the bid award; and

WHEREAS, the ESS bid was in proper form and City staff recommends acceptance of the bid and authorization to enter into the attached contract documents.

NOW, THEREFORE, the Moberly, Missouri, City Council accepts the bid of ESS and authorizes the City Manager to execute the contract attached hereto and to take such other and further action necessary to carry out the purpose of this resolution.

RESOLVED this 17th day of July, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



United States Department of Commerce
Economic Development Administration
Denver Regional Office
1244 Speer Boulevard, Suite 431
Denver, Colorado 80204

#5.

Date: June 22, 2023

In reply refer to:
Award No. 05-79-06034

Tim Brubaker
Mayor, City of Moberly
101 West Reed
Moberly, MO 65270

Re: Infrastructure Improvements
Bid Award Approval

Dear Mayor Brubaker:

The Economic Development Administration (EDA) has reviewed the bid award documentation, which you submitted for construction of the City of Moberly Pump Station Retrofit and Force Main Extension Project. We concur with your proposed award of a contract to the following bidder:

<u>CONTRACTOR</u>	<u>TYPE OF WORK</u>	<u>AMOUNT</u>
Emery Sapp & Sons, Inc.	Utility Work	\$1,908,522

To obtain EDA approval of the executed contract documents, please submit one copy of the following:

1. A copy of the Executed Documents Checklist. This checklist is located on the Post-Approval Tool.
2. All documents furnished to the bidder, prior to the receipt of bids, including all addenda issues upon which the bids were based, if not previously submitted.
3. A copy of the executed contract or agreement between the grantee and the contractor, with all necessary blanks completed.
4. A copy of the performance and payment bonds for the contractor, dated the same, or not prior to the date of the contract, and supported by a properly signed power of attorney issued by the Surety.
5. A copy of the Certificate of Insurance which the contractor must carry, in conformance with the contract requirements.
6. An executed copy of the Certificate Regarding Lobbying, from the contractor, as required by Section 1352, Title 31, of the U.S. Code, if not previously submitted.

7. A copy of the Recipient's Notification of Award of Prime Contracts letter to the Director, Office of Federal Contract Compliance Programs (OFCCP), in response to the requirements of E.O. 11246 and 41 CFR Chapter 60.

#5.

Once construction has started, the contractor and subcontractors are required to submit weekly payroll reports. The payroll reports may be submitted on the U.S. Department of Labor Standard Form WH-347 or on the contractor's own form provided the form contains all of the information required on the Form WH-347. In addition, a "Statement of Compliance" will need to be submitted with each payroll. Although copies of the payrolls do not need to be submitted to this office, you must retain a copy of each payroll for a period of three (3) years and submit copies to this office upon request.

If you have any questions, please contact me at (202) 880-2906

Sincerely,
Katherine
Travers

Digitally signed by
Katherine Travers
Date: 2023.06.22 11:51:25
-06'00'

Katherine Travers, PE
Project Engineer

Morley St. Lift Station
Retrofit and Force
Main

#5.

CITY OF MOBERLY

"BID OPENING"

Date: 5/23/2023 1:00 pm

Earthworks Excavation \$ 2,059,198.⁰⁰

Willis Bros. \$ 2,049,750.⁰⁰

Gene Haule Excavating Inc. \$ 1,829,385.²⁰

BSS \$ 1,908,522.⁰⁰

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

DOCUMENT 005200 - AGREEMENT

THIS AGREEMENT is by and between the City of Moberly, Missouri (hereinafter called OWNER) and Emery Sapp & Sons, 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:

MORLEY ST. LIFT STATION RETROFIT AND FORCE 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: MORLEY ST. LIFT STATION RETROFIT AND FORCE 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 300 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 330 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:

MORLEY LIFT STATION RETROFIT AND FORCE MAIN					
CITY OF MOBERLY, MISSOURI					
No.	Item	Unit	Estimated Quantity	Unit Price	Extension
1	MOBLIZATION	1	LS	\$46,000.00	\$46,000.00
2	PUMP STATION AND APPURTENANCES	1	EA	\$833,800.00	\$833,800.00
3	SEWAGE GRINDER AND APPURTENANCES	1	EA	\$101,000.00	\$101,000.00
4	EMERGENCY GENERATOR AND APPURTENANCES	1	LF	\$192,200.00	\$192,200.00
5	12" PVC FORCE MAIN	3,216	LF	\$132.00	\$424,512.00
6	12' JACK & BORE W/STEEL CASING PIPE	254	LF	\$810.00	\$205,740.00
7	ASPHALT PAVEMENT REMOVAL & REPLACEMENT	1210	LF	\$87.00	\$105,270.00
TOTAL PRICE BASE BID (Use Figures)					\$1,908,522.00

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. 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.
 - E. 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.
 - F. 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.
 - G. 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.
 - H. 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.
 - I. 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: Morley St. Lift Station Retrofit and Force Main, City of Moberly, Missouri
 8. Addenda (numbers 1 to 2, 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
 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.

MORLEY LIFT STATION RETROFIT AND FORCE MAIN
CITY OF MOBERLY, MISSOURI

#5.

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: #6.
Department: Fire
Date: July 17, 2023

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Authorizing An Application To The Emergency Management Performance Grant Direct Assistance Program For Reimbursement Of Emergency Management Director Costs.

Summary: Moberly's Emergency Management Director, Fire Chief Ryan, wishes to apply for the FY22 Emergency Management Performance Grant. This grant would pay reimbursement to the City of Moberly for the time Chief Ryan is required to dedicate for Emergency Management duties.

Recommended

Action: Approve this resolution.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING AN APPLICATION TO THE EMERGENCY MANAGEMENT PERFORMANCE GRANT DIRECT ASSISTANCE PROGRAM FOR REIMBURSEMENT OF EMERGENCY MANAGEMENT DIRECTOR COSTS.

WHEREAS, the Moberly Fire Department has an opportunity to apply for an Emergency Management Performance Grant to reimburse the City for the costs associated with City’s Emergency Management Director position; and

WHEREAS, Chief Don Ryan has been appointed as the City’s Emergency Management Director, a position which is required by the State of Missouri; and

WHEREAS, the grant application is attached; and

WHEREAS, City staff requests authority to prepare and submit the grant application.

NOW, THEREFORE, BE IT RESOLVED this 17th day of July, 2023, by the City Council for the City of Moberly, Missouri, that City staff is to prepare and submit an application for grant funding described herein and further that the City Manager is hereby authorized to take such other and further action necessary to accomplish the purpose of this Resolution.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Missouri Department of Public Safety

#6.

Application

155393 - FY23 Emergency Management Performance Grants - Final Application

156840 - Emergency Management Performance Grant
Emergency Management Performance Grants (EMPG) Local

Status: Submitted

Submitted Date: 06/19/2023
8:22 AM

Submitted By: Don Ryan

Applicant Information

Primary Contact:

Name:*	Mr.	Don	Ryan
	Title	First Name	Last Name
Job Title:*	Fire Chief/EMD		
Email:*	ryand@moberlyfd.com		
Mailing Address:*	310 North Clark St.		
Street Address 1:			
Street Address 2:			
*	Moberly	Missouri	65270
	City	State/Province	Postal Code/Zip
Phone:*	660-269-8705		2035
			Ext.
Fax:	660-263-0596		

Organization Information

Applicant Agency:*	Moberly, City of, Emergency Management Agency
Organization Type:*	Government
Federal Tax ID#:*	436002348
DUNS #:	080020845
Unique Entity ID:*	ZFDYKNHMPTK9
SAM/CCR CAGE Code:	
	Valid Until Date
Organization Website:	
Mailing Address:*	310 N. Clark St.
Street Address 1:	310 N. Clark St.

Street Address 2:

City*	Moberly	Missouri	65270	2440
	City	State/Province	Postal Code/Zip	+ 4
County:*	Randolph			
Congressional District:*	03			
Phone:*	660-269-8705		2035	
			Ext.	
Fax:	660-263-0596			

Contact Information

Authorized Official

Enter the name and address of the individual who has the authority to legally bind the applicant agency.

- City Government - If the applicant agency is a city, the Mayor/City Administrator shall be the Authorized Official.
- County Government - If the applicant agency is a county, the Presiding Commissioner shall be the Authorized Official.

Authorized Official:*	Mr.	Brian	Crane
	Title	First Name	Last Name
Job Title:*	City Manager		
Agency:*	City of Moberly		
Mailing Address:*	101 West Reed Street		
Street Address:			
City/State/Zip*	Moberly	Missouri	65270
	City	State	Zip Code
Email:*	bcrane@cityofmoberly.com		
Phone:*	660-269-9907	660-998-0137	
	Office	Cell	

Project Director

For EMPG grant the EMD is the Project Director.

Emergency Management Director:*	Chief	Don	Ryan
	Title	First Name	Last Name
Agency:*	City of Moberly Emergency Management Agency		
Mailing Address:*	310 N. Clark Street		
Street Address:	310 N Clark St		
City/State/Zip*	Moberly	Missouri	65270
	City	State	Zip Code
Email:*	ryand@moberlyfd.com		
Phone:*	660-269-8705	319-750-2591	

Office

Cell

Fiscal Officer

For EMPG grants the City/County Treasurer is the Fiscal Officer.

Fiscal Officer:*

Mr.

Greg

Hodge

Title

First Name

Last Name

Job Title:*

Finance Director

Agency:*

City of Moberly

Mailing Address:*

310 N Clark St

Street Address:

City/State/Zip*

Moberly

Missouri

65270

City

State

Zip Code

Email:*

ghodge@cityofmoberly.com

Phone:*

660-269-7673

Office

Cell

Project Contact Person

Is the Emergency Management Director and the Project Contact Person the same?*

Yes

If the EMD & Project Contact are the same, it is not necessary to complete the Project Contact information.

Project Contact Person:

Title

First Name

Last Name

Job Title:

Agency:

Mailing Address:

Street Address:

City/State/Zip

City

Missouri

State

Zip Code

Email:

Phone:

Office

Cell

Project Narrative Justification

Project Title:*

Emergency Management Performance Grant

Project Type:*

Develop/enhance homeland security/emergency management organization and structure

The requested funds will be used to:*

Sustainment of Existing Project

Select the primary Core Capability that will be supported by this proposed project.*

Protection Public Information and Warning

Project Narrative Summary*

The city is requesting EMPG to provide the safest community they can to their citizens and those living in Randolph County. We are striving to maintain and improve the following projects: complete, review, update, and have Council approve the EOP established, provide and confirm NIMS training for the City of Moberly employees, enhance the training and exercise program for the City of Moberly, insure the outside weather warning devices are maintained and/or replaced, and upgrade the system to provide a second location of activating the system. While in the capacity of the Emergnecy Manager, the Chief or his designee, will provide education to the general public on mitigation, planning and response during a disaster. The Chief or his designee, will establish and maintain incident command within the EOC during major events and disasters. He, or his designee, will provide education to the general public on mitigation, planning and response during a disaster. The Chief and/or his designee will be required to attend Regional Emergency Management meetings, participate in Regional exercises and training.

2000 Character Limit

Gap or Need Addressed*Public Safety

Project Objective*Prevention, Planning, Education, Mitigation, and Response

Anticipated Project Impact*Improved flow of services and resources

Select the Mission Areas that apply to this project. **TO SELECT MULTIPLE CATEGORIES HOLD CONTROL DOWN WHILE SELECTING THEM.**

Mission Area*Prevention, Mitigation, Response

Select the POETE categories that apply to this project. **TO SELECT MULTIPLE CATEGORIES HOLD CONTROL DOWN WHILE SELECTING THEM.**

POETE Category*P - Planning, T - Training

Select the Identified Gap or Need reference document for this project. **TO SELECT MULTIPLE CATEGORIES HOLD CONTROL DOWN WHILE SELECTING THEM.**

Reference for Identified Gap or Need*THIRA/SPR, Hazard Mitigation Plan

Performance Goals

Performance Goals*Review and update the Emergency Operations Plan, ensure our outside weather warning system is maintained (repair or replace, if needed), and continue to make the required Regional Emergency Management meeting, exercises, and trainings.

Current Capability Metrics*Update the Emergency Operations Plan once every 3 years; Provide monthly testing oof our outside weather warning system in order to identify potential maintenance issues and address them within a reasonable amount of time; Put forth a concerted effort to make a majority of offered trainings, exercises, and meetings within the Region.

Milestones*By October, have the review of the Emergency Operation Plan completed to determine any necessary changes to be made. Have the document updated by the end of December. Review the document with the Regional Coordinator by the end of March and disseminate the document to relevant parties by the end of April; The outside weather warning system would be assessed every month to assure reliability and sustainment; Over the next year, make 75% of all meetings, trainings, or exercises.

Performance Measures

Percent of capability-building EMPG Program-funded projects that align to capability gaps identified by states, territories, and urban areas in their SPR submissions.*	20	
Percent of EMPG Program dollars spent on capability-building projects that align to capability gaps identified by states, territories, and urban areas in their SPR submissions.*	20	
Percent of capability-building EMPG Program-funded projects that address a core capability that has one or more targets rated as high priority.*	50	
Percent of funding allocated to build or sustain capabilities in EMPG Program national priority areas and RA agreed-upon priority areas.*	50	
Percent pf Planning, Training and/or Exercise related projects that align with closing capability gaps identified and documented in the state/territory's most recent THIRA/SPR submission, Mitigation Plan, After Action Reports, Audits./Monitoring Findings, or other Deliberate Plans.*	25	

Staffing Pattern

Position	Don Ryan	Chief/EMD	04/05/2021
	Name	Title	Hire Date
Position			
	Name	Title	Hire Date
Position			

55

Position	Name	Title	Hire Date
Position	Name	Title	Hire Date
Position	Name	Title	Hire Date
Position	Name	Title	Hire Date
Position	Name	Title	Hire Date
Position	Name	Title	Hire Date

Baseline Requirement #1- Emergency Operations Center (EOC)

EOC Location*	Moberly Police Station			
EOC Street Address:*	300 N. Clark Street	Moberly	MO	65270
	Street Address	City	State	Zip Code
EOC Phone Number*	660-269-7635	660-263-0346		
	Primary EOC Number	EOC Alternate Phone Number		
EOC Contact Person*	Don Ryan			
	Name			
Contact Person Address*	310 N Clark St	Moberly	MO	65270
	Street	City	State	Zip Code

Baseline Requirement #2- Local Emergency Operations Plan (LEOP)

I understand as a minimum requirement my awarded agency must update/review our LEOP every 2 years and maintain SEMA verification documents with identified changes.*

Yes

Date of Last LEOP update/review?*

09/05/2022

Have you provided your State Emergency Management Agency (SEMA) Area Coordinator

Yes

Baseline Requirement #3- National Incident Management System (NIMS)

- | | |
|--|-----|
| 1. Has the jurisdiction formally adopted the National Incident Management System (NIMS) throughout the jurisdiction or organization to prevent, protect against, mitigate, respond to, and recover from incidents?* | Yes |
| 2. Has the jurisdiction ensured training for the incident personnel incorporates NIMS training that is pertinent to each individuals incident responsibilities in alignment with the NIMS training program?* | Yes |
| 3. Does the jurisdiction develop, maintain, and implement mutual aid agreements (to include agreements with the private sector and nongovernmental organizations)?* | Yes |
| 4. Does the jurisdiction apply ICS as the standard approach to the on-scene command, control, and coordination of incidents?* | Yes |
| 5. Does the jurisdiction enable effective and secure communications within and across jurisdictions and organizations?* | Yes |
| 6. Does the jurisdiction identify and inventory deployable incident resources consistently with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool?* | Yes |

Baseline Requirement #4- Training Requirements

**1. Have all
EMPG funded
personnel
completed the
minimum
required
FEMA
trainings?***

No

IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242, IS 244, IS 700, IS 800.
Required completion within 12 months of hire.

**2. Have all
EMPG funded
personnel
completed the
additional
required
FEMA
trainings?***

No

G191, IS2200 and IS/K2300.
Required completion within 24 months of hire.

If answered 'No' on either training requirements questions, provide your plan to achieve training compliance in the section below.

**Outline plan
to meet
training
requirements.**

The plan is to complete these required courses as time allows. EMD is only a part of my job description. The past years has been very demanding on the fire side to get the department in better shape (realignment to professional standards, equipment and vehicle repairs or replacement, and the ability to continue with educational requirements for the EMD position. The department is onto more solid ground and time for achieving the certifications should be easier to obtain and maintain.

Baseline #5- Exercise Requirements

The Severe Weather Drill and the Great Shake Out Drill will no longer be considered allowable EMPG exercises for this requirement.

**1. I understand all EMPG
funded personnel must
participate in no less than
two (2) exercises per
calendar year with one
exercise being
Operations based. ***

Yes

Baseline Requirement #6- Integrated Preparedness Planning Workshop (IPPW)

**I understand that all
EMPG sub-recipients are
required to conduct or
participate in an annual
Integrated Preparedness
Planning Workshop
(IPPW).***

Yes

At a minimum EMPG sub-recipients should maintain a local IPP that addresses the jurisdiction's compliance with EMPG training and exercise requirements.

Baseline Requirement #7- WebEOC

I understand that my awarded agency will be required to utilize WebEOC during incidents, events and related WebEOC trainings.*

Yes

Baseline Requirement #8- THIRA

Threat and Hazard Identification and Risk Assessments (THIRA)

I understand that all EMPG sub-recipients are required to participate in the development or maintenance of state or regional THIRA at a minimum of at least once every three (3) years.*

Yes

Participation in THIRA development may include serving as a member of regional working groups, interacting with state or regional THIRA planners, and/or answering THIRA data call queries.

This Form Completed By:

* Don Ryan Fire Chief/EMD 660-269-8705

Name Title Phone

* ryand@moberlyfd.com 06/19/2023

E-mail Date Completed

Capitalization Level

Enter your agency's capitalization level. This is the dollar amount which qualifying expenditures are recorded as fixed assets for your City/County.

Capitalization Level:* \$1,000.00

Personnel

Line Item Code:	Name:	Position Title:	Position Status:	Employment Status:	Total Annual Salary:	% of Grant Funded Time:	Total Salary Cost:	Federal Amount:	Match Portion Provided:
	Don Ryan	Fire Chief/EMD	Existing	Full Time	\$81,952.00	25.0	\$20,488.00	\$10,244.00	\$10,244.00
								\$10,244.00	\$10,244.00

Personnel Justification

For each position, provide narrative justification.

If you request a new position or an increase for a current position, please explain why it is being requested. How has the agency paid for this expense in the past?

The City of Moberly provides and pays for the position of Emergency Manager, filled by the Fire Chief. In years past, the city applied for the EMPG to pay 25 percent of the Fire Chief/EMD salary and benefits. Working with the Randolph County Emergency Manager, the goal is to continue to improve on our planning for disasters, update the EOP regularly, and continue to enhance NIMS training. The City is requesting the extra funds to provide a stipend to the Fire Chief for the extra duties that is demanded of an Emergency Manager.

5000 character limit

Personnel Benefits

Line Item Code:	Name:	Indicate the % of total benefits:	Total Benefits:	Federal Portion:	Match Portion Provided:
	Don Ryan	25.0	\$28,853.85	\$25,247.12	\$3,606.73
				\$25,247.12	\$3,606.73

Personnel Benefits Justification

If personnel benefits are included in the budget, provide percentage breakdown by position for each fringe benefit.

The City of Moberly is requesting benefits funds to match the 25 percent of the Fire Chief/EMD package. The city provides the following benefits: LAGERS LT65, Health Insurance, Dental INSURANCE, and Life Insurance.

5000 Character Limit

Emergency Operation Center Supplies & Operating Expenses

Line Item Code:	Supply/Operation Type:	Item Name:	Quantity:	Unit Cost:	Total Supply and Operation Cost:	Federal Portion:	Match Portion Provided:
				60		\$0.00	\$0.00

Emergency Operations Center Supplies & Operating Expenses Justification

If supplies or operating expenses are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

Emergency Operation Center Office Equipment

Line Item Code:	Item Name:	AEL Category:	Qty:	Unit Cost:	Total Office Equipment Costs:	Federal Portion:	Match Portion Provided:
						\$0.00	\$0.00

Emergency Operations Center Office Equipment Justification

If equipment is included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

5000 Character Limit

Travel

Line Item Code:	Item Name:	Category:	Explanation of Other Travel:	Total Cost:	Federal Portion:	Match Portion Provided:
					\$0.00	\$0.00

Travel Justification

If travel is included in the budget, provide justification for each expense. Explain why it is necessary to the success of the proposed project. Include: schedule of travel, duration, location and frequency.

For conferences, identify the location, date(s), and attendee(s) of the conference.

Total Budget

Personnel	\$10,244.00	\$10,244.00	\$20,488.00
	Federal	Match	Total
Benefits	\$25,247.12	\$3,606.73	\$28,853.85
	Federal	Match	Total
Supplies	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Office Equip	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Travel	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Total	\$35,491.12	\$13,850.73	\$49,341.85
	Federal	Match	Total

Certification of Local Match

Type of Match:	Source Name	Match Amount
Hard	Moberly General Fund Revenue	\$13,850.73
		\$13,850.73

Supplanting

I, as my agency's Authorized Official certify that any funds awarded through the Emergency Management Performance Grant (EMPG) shall be used to supplement existing funds for program activities and will not replace (supplant) non-federal funds that have been appropriated for the purposes and goals of the grant.

Select box to certify understanding:*

Yes

Authorized Official Title:*

City Manager

Authorized Official Name:*

Brian Crane

Authorized Official Phone #:*

660-269-9907

Authorized Official Email:*

bcrane@cityofmoberly.com

Date Certified:*

06/09/2023

Audit Details

Date last audit completed: MM/DD/YYYY*	12/15/2022
Dates covered by last audit: MM/DD/YYYY-MM/DD/YYYY*	07/01/2021 - 06/30/2022
Last audit performed by:*	Williams Keepers, LLC
Phone number of auditor*	573-442-6171
Date of next audit: MM/DD/YYYY*	06/30/2023
Dates to be covered by next audit: MM/DD/YYYY-MM/DD/YYYY*	07/01/2022 - 06/30/2023
Next audit will be performed by:*	Williams Keepers, LLC

Audit Certification

We have exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year. We will have our Single Audit or Program Specific Audit completed and will submit the audit report within nine (9) months after the end of the audited fiscal year.

Threshold Exceeded?* No

Certified By:

*	Greg	Hodge	Finance Director
	First Name	Last Name	Title
*	101 West Reed Street		
	Address		
*	Moberly	Missouri	65270
	City	State	Zip Code
*	660-269-7673	ghodge@cityofmoberly.com	06/09/2023
	Telephone	Ext. Cell Phone E-mail Address	Date

Certified Application Assurance

#6.

To the best of my knowledge and belief, all data in this application is correct and the document has been duly authorized by the governing body of the agency. As the applicant agency, we attest to and will comply with the requirements of the 2021 Emergency Management Performance Grant.

I have read and am familiar with the following documents:

2021 EMPG Program Manual
2021 EMPG Notice of Funding Opportunity

I have provided copies of these documents to the Authorized Official and Project Director.

Your typed name as the applicant represents your acceptance of the requirements of this application.

Name:* Don Ryan
Job Title:* Fire Chief/EMD
Date:* 06/09/2023

Required Attachments

Attachment	Description	File Name	Type	File Size
NIMS Ordinance or Resolution	Copy of the Resolutions where the City of Moberly adopted NIMS	City of Moberly - Resolutions 441 and 505 for 2023 Grant.pdf	pdf	908 KB
Audit	City Financial Statement (Audit)	City of Moberly Financial Statement FY 22.pdf	pdf	2.9 MB
Inventory				
Employment Contract				
Benefit Rate Sheets				

Other Attachments

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: July 17, 2023

Agenda Item: A Resolution Authorizing The City Manager To Execute An Architect's Agreement With WSKF, Inc For The Expansion Of Emergency Services Communication.

Summary: A proposal was received from WSKF for design for existing joint communications renovation to expand joint communications to provide additional space for emergency services communications.

Recommended

Action: Approve this resolution.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

BILL NO._____

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ARCHITECT’S AGREEMENT WITH WSKF, INC FOR THE EXPANSION OF EMERGENCY SERVICES COMMUNICATION.

WHEREAS, WSKF, Inc., provided the Police Department with a proposal to renovate the joint communications office by expanding existing office space for \$50,000.00; and

WHEREAS, WSKF, Inc., has proposed the attached Architect’s Agreement which sets forth the terms and conditions for their design and expansion of the City’s emergency services communication space; and

WHEREAS, City staff recommends acceptance of the proposed agreement.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Architect’s Agreement and take such other and further actions as may be required to complete the agreement with WSKF, Inc.

RESOLVED this 17th day of July, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of July in the year Two Thousand Twenty Three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Moberly
101 West Reed Street
Moberly, Missouri 65270

and the Architect:
(Name, legal status, address and other information)

WSKF, Inc.
110 Armour Rd.
North Kansas City, MO 64116

for the following Project:
(Name, location and detailed description)

Project No. 22043
The proposed Scope of Work will involve Design for the existing Dispatch renovation of the Existing Police Department Headquarters, 300 N. Clark Street, Moberly, Missouri Moberly, Missouri.

Generally, the Dispatch Renovation/of the existing Police Headquarters is to provide space for emergency services communications (dispatch, approximately 500 square feet),

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT’S RESPONSIBILITIES
3	SCOPE OF ARCHITECT’S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER’S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner’s program for the Project:
(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

Generally, the proposed Police Dispatch renovation consist of expanding and reconfiguring the existing Dispatch space to accommodate up to 3 Dispatch consoles. The envisioned space requirements is approximately 500 SF of renovation within the existing Dispatch Room.

§ 1.1.2 The Project’s physical characteristics:
(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Police Dept. is located at 300 N. Clark, Moberly, Missouri. The existing Dispatch is approximately 300 SF and is to be expanded by adding the existing vault space to the existing Dispatch for a total area of approximately 500 SF. The scope of work will require demolition of the existing vault including masonry walls and concrete ceiling deck.

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

\$500,000.00

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
Approximately 3 months from Notice to Proceed
- .2 Construction commencement date:
Approximately 5 months from Notice to Proceed
- .3 Substantial Completion date or dates:
Approximately 8 months from Notice to Proceed
- .4 Other milestone dates:
TBD.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid, best-value contract award to a single prime bidder.

(Paragraphs deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Brian Crane, City Manager
101 W. Reed Street
Moberly, Missouri 65270

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

NA

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
NA
- .2 Civil Engineer:

(Paragraphs deleted)

- .2 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Special Inspections & Construction Testing
Environmental Services (as needed)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Rick Kuhl/Doug Boe
110 Armour Road
North Kansas City, MO 64116

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Bob D. Campbell, Inc.
4338 Belleview Ave.
Kansas City, MO 64111

.2 Mechanical Engineer:

PKMR Engineers, Inc.
13300 W. 98th St.
Lenexa, KS 66215

.3 Electrical Engineer:

PKMR Engineers, Inc.
13300 W. 98th St.
Lenexa, KS 66215

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

WSKF Inc. to provide Interior Design Services.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and 00/100's (\$1,000,000.00) for each occurrence and Two Million Dollars and 00/100's (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and 00/100's (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and 00/100's (\$1,000,000.00) each accident, One Million Dollars and 00/100's (\$1,000,000.00) each employee, and One Million Dollars and 00/100's (\$1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and 00/100's (\$1,000,000.00) per claim and Two Million Dollars and 00/100's (\$2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

(Paragraphs deleted)

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s

Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct project reviews to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s project review(s) shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	NP
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	NP

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.9 Landscape design	NP
§ 4.1.1.10 Architectural interior design	A
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.10 - Interior Design services as needed to design the project

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Interior Design - Services to include illustration of furniture, fixtures and equipment for the design, all interior finishes selection and specification, illustration of all interior cabinetry and related work (including related construction oversight of design provided); excludes dispatch consoles.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Monthly visits to the site by the Architect during construction; additional site visits as determined by the Owner; refer to 4.2 Additional Services.
- .3 One (1) review of the work in progress for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) review of the work in progress for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraphs deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐

Arbitration pursuant to Section 8.3 of this Agreement
- ☒

Litigation in a court of competent jurisdiction
- ☐

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Lump sum amount or as otherwise agreed

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Lump sum amount or as otherwise agreed

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
 (\$50,000.00)

(Paragraph deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Lump Sum; amount to be determined.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly with agreed upon max.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Hourly with agreed upon max.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty five	percent (15	%)
------------------------	-------------	-----------	----	----

Construction Documents Phase	forty-five	percent (35	%)
Procurement Phase	five	percent (5	%)
Construction Phase	twenty-five	percent (25	%)
Total Basic Compensation	one hundred	percent (100	%)

(Paragraphs deleted)
§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Refer to attached hourly rates	

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling, and delivery;
- (Paragraph deleted)*
- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .6 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .7 All taxes levied on professional services and on reimbursable expenses;
- (Paragraph deleted)*
- .8 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .9 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus 1.15% of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

None at this time.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying

Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Eight Percent (8%)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 **Indemnification:** The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner against damages, liabilities and costs arising from the negligent acts of the Architect in the performance of professional services under this Contract, to the extent that the Architect is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Architect and the Owner. The Architect shall not be obligated to indemnify the Owner for the Owner's own negligence.

§ 12.2 **Consequential Damages:** Notwithstanding any other provisions of this Contract, and to the fullest extent permitted by law, neither the Owner nor the Architect, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damage arising out of or connected in any way to the Project or to this Contract. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

§ 12.3 **Limitation of Liability:** To the fullest extent permitted by law, and not withstanding any other provision of this Contract, the total liability, in the aggregate, of the Architect and the Architect's officers, directors, partners, employees and subconsultants, and any of them, to the Owner and anyone claiming by or through the Owner, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Contract from any cause or causes shall not exceed the total compensation received by the Architect under this Contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise permitted by law.

§ 12.4 **Corporate Protection:** It is intended by the parties to this Contract that the Architect's services in connection with the Project shall not subject the Architect's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Architect, a Missouri corporation, and not against any of the Architect's individual employees, officers or directors.

§ 12.5 **Betterment:** If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original

construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§ 12.6 Defects in Service: The Owner shall promptly report to the Architect any defects or suspected defects in the Architect’s services of which the Owner becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. The Owner further agrees to impose a similar notification requirement on all contractors in its Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Owner and the Owner’s contractors or subcontractors to notify the Architect shall relieve the Architect of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

§ 12.7 Delays: The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect’s control. For purposes of this Contract, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner’s contractors or architects; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1** AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)
- .2** Exhibits:

(Paragraphs deleted)
- .3** Other documents:
(List other documents, if any, forming part of the Agreement.)

Hourly Rates.

This Agreement entered into as of the day and year first written above.

City of Moberly	WSKF, Inc.
<hr/>	<hr/>
OWNER <i>(Signature)</i>	ARCHITECT <i>(Signature)</i>
<hr/>	<hr/>
<i>(Printed name and title)</i>	Rick Kuhl, Principal <i>(Printed name, title, and license number, if required)</i>

City of Moberly

City Council Agenda Summary

Agenda Number: #8.
 Department: Comm. Dev.
 Date: July 17, 2023

Agenda Item: A Resolution Declaring A Proposed Street Name Change.

Summary: The Postmaster recommended the obvious which is to add N or S prefix to all College Avenue addresses. Only one address would be impacted by adding the N. prefix. The S. would impact 8 private houses and multiple address points with the college. If agreeable, we would have to revise our ordinance for street names to include that prefix. I have included a section of code at the bottom that describes that process and notification procedure.

Recommended

Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

___ ___

Council Member

M___ S___ **Lucas**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Jeffrey**

___ ___

M___ S___ **Kyser**

___ ___

Passed Failed

BILL NO._____

RESOLUTION NO._____

A RESOLUTION DECLARING A PROPOSED STREET NAME CHANGE.

WHEREAS, the Postmaster has suggested that all addresses on College Avenue include the prefix for North (N) or South (S) based upon the Postmaster’s determination of the line of demarcation; and

WHEREAS, the City Council hereby declares that all College Avenue street addresses include a prefix for North (N) or South (S) and that this Resolution be published at least one week in the Moberly Monitor-Index; and

WHEREAS, if within four weeks after such publication, a majority of the resident property owners along such avenue do not file with the City Clerk their written protest against such proposed street name change, the City Council by Ordinance shall change the name in accordance with this Resolution; and

WHEREAS, City staff recommends passage of this Resolution.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves and authorizes the publication of this Resolution for at least one week in the Moberly Monitor-Index.

RESOLVED this 17th day of June, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Carla Beal

From: Tom Sanders
Sent: Tuesday, June 20, 2023 2:43 PM
To: Shirley Olney; Carla Beal
Cc: Brian Crane; Randall Thompson; tlink; DR
Subject: Addition of N & S prefix to all necessary College Ave addresses

I would like to include the following on the next council work session please.

Thanks,
Tom

Steve Lankford lives at 300 College Ave. It should be 300 S. College Avenue. There was never a specific designation for South College Ave, only North when the Apartments (highlighted) were added at the top of the hill. The apartments are 300 N. College avenue and receive extensive mail service and deliveries, much of which gets routed to Mr. Lankford's house. He is asking that something get done. I told him I would speak with the postmaster as to a recommendation on their part for solutions and following that would take recommendations to council for review.

The Postmaster recommended the obvious which is to add N or S prefix to all College street addresses. Only one address would be impacted by adding the N. prefix. The S. would impact 8 private houses and multiple address points with the college. If agreeable, we would have to revise our ordinance for street names to include that prefix. I have included a section of code at the bottom that describes that process and notification procedure.



Sec. 36-40. - Designated street names; procedure for changing street names.

- (a) The official street names for the streets, avenues, and byways within the city shall be as listed in time to time to reflect the adoption of new streets and vacation of existing streets for the prima are on file in the office of the city clerk and the city police chief.
- (b) When it is deemed necessary by the council to change the name of any street or avenue, the council shall cause such resolution to be published at least one week before such publication, a majority of the resident property owners along the line of such street. If a written protest against such proposed change of name, the council shall have power by ordinance in accordance with the terms of such resolution. Upon the passage and approval of such ordinance, the council shall cause a certified copy of such ordinance and the recorder shall enter the same upon the county records.

(Code 1987, § 25-37; Ord. No. 8919, § 1, 12-17-2013; Ord. No. 8932, § 1, 1-21-2014; Ord. No. 9319, 4-17-2014)

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#9.

Department: Community
Development

Date: July 17, 2023

Agenda Item: An Ordinance Approving An Addendum To A Cooperative Agreement With Adair Hathaway For Stormwater Improvements Reimbursement.

Summary: This is a modification to our existing development agreement for the additional stormwater capacity and adding the meter install equipment on to the agreement as additional requirements for the funds to be paid.

Recommended

Action: Approve this ordinance

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker**

___ ___

Council Member

M___ S___ **Lucas**

___ ___

M___ S___ **Kimmons**

___ ___

M___ S___ **Jeffrey**

___ ___

M___ S___ **Kyser**

___ ___

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN ADDENDUM TO A COOPERATIVE AGREEMENT WITH ADAIR HATHAWAY FOR STORMWATER IMPROVEMENTS REIMBURSEMENT.

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

SECTION ONE: Adair Hathaway (“Hathaway”) is in the process of completing a subdivision development platted as Eagle Tree Ridge which will include a stormwater detention basin.

SECTION TWO: Hathaway has been unable to complete the public infrastructure for the development and is willing to execute a Subdivision Improvement Agreement using the \$33,000.00 payment he is to receive from the City for completing the stormwater detention basin as security for completing the public infrastructure provided the city contemporaneously approves the final plat for the subdivision.

SECTION THREE: Attached hereto and incorporated herein is an Addendum to Cooperative Agreement (“Addendum”) through which Hathaway agrees to execute a Subdivision Improvement Agreement as a condition of receiving the \$33,000.00 payment.

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

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager to take such other and further action as may be required to accomplish the purposes of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 17th day of July, 2023.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

ADDENDUM TO
COOPERATIVE AGREEMENT FOR EAGLE TREE RIDGE
STORMWATER REIMBURSEMENT

THIS ADDENDUM TO COOPERATIVE AGREEMENT FOR EAGLE TREE RIDGE STORMWATER REIMBURSEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2022 by and between the **CITY OF MOBERLY, MISSOURI** a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”) and the **ADAIR HATHAWAY**, an individual (“**Hathaway**” and together with the City the “**Parties**”).

RECITALS

- A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with any private person, firm, association or corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality.
- B. Hathaway is in the process of developing a housing project called Eagle Tree Ridge (the “development”) and pursuant to a Cooperative Agreement between City and Hathaway, the City is to pay Hathaway Thirty-Three Thousand Dollars (\$33,000.00) following successful completion of a Detention Basin and stormwater infrastructure as part of the development.
- C. Hathaway is not able to obtain a final plat for his development because not all public infrastructure have been completed as required by Moberly City Code Sec. 38-149(a) and he has requested that the final plat be approved by the City in exchange for the execution of a Subdivision Improvement Agreement wherein adequate security will be provided for the public infrastructure completion.
- D. The Parties desire to enter into this Addendum to include an additional condition on the payment of the \$33,000.00 by the City.

AGREEMENT

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

- 1. The Project.** Hathaway agrees to construct a Stormwater Detention Basin (“Detention”) in the area so depicted in the attached Exhibit “1” and further described as follows:

The Parties agree that the described Detention exceeds the capacity required of Hathaway’s development which will result in the loss of at least one lot which could be used for housing and will increase the cost of the Detention construction. Hathaway will be responsible for the engineering and construction of the Detention and all other aspects of the Detention development.

2. Reimbursement.

The City agrees to contribute the sum of Thirty-Three Thousand Dollars (\$33,000.00) (the “contribution”) toward the cost of the Detention structure in consideration of the capacity described above. The City’s contribution shall be paid to Hathaway following successful completion of the Detention. Hathaway agrees to provide notice to the City once the construction of the Detention has been completed. City shall inspect the structure for compliance with all aspects of the construction as described above. The parties further agree that a further condition on payment of the \$33,000.00 by the City to Hathaway is that Hathaway enter into a Subdivision Improvement Agreement and that he complete all promises and covenants contained therein including but not limited to the installation of 6 meter pits and 6 meter setters. Once the Subdivision Improvement Agreement has been satisfied and the Detention Basin has been inspected and accepted by the City, the City shall make payment to Hathaway of the agreed upon contribution. The \$33,000.00 payment shall serve as security for the completion of the public infrastructure and not be released until the public infrastructure installation has been completed and accepted by the City.

3. No Waiver of Sovereign Immunity; Limited Public Liability; No Personal Liability.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s sovereign immunity. The parties hereto agree that in no event shall the City or any of its officials, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to Hathaway or any successor, assign, heir or personal representative of the Foundation in respect of any suit, claim, or cause of action arising out of this Agreement and Hathaway hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to Hathaway or the successors, assigns, heirs or personal representatives of Hathaway in the event of any default or breach by any party under this Agreement.

4. Notices. Any Notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

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

If to Hathaway:

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

5. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between them and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties and when authorized and approved by the Moberly City Council.

6. Relationship of the Parties; No Third Party Right. Nothing contained in this Agreement nor any act of Hathaway or the City shall be deemed or construed to create a partnership or agency relationship between the parties, or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

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

8. Binding Effect. Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of Hathaway, the City, and their respective successors and permitted assigns.

9. Choice of Law; Venue. This Agreement and its performance shall be governed by and construed by the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suite in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in the Federal District Court for the Eastern District of Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

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

IN WITNESS WHEREOF, the City and Hathaway have each caused this Agreement to be executed in multiple original counterparts in their respective names and attested to as of the date first above written.

CITY OF MOBERLY, MISSOURI
(the “City”)

By: _____
Tim Brubaker, Mayor

ATTEST:

By: _____
Shannon Hance, City Clerk

Adair Hathaway

By: _____
Adair Hathaway

EXPLANATION

The Developer/Contractor have been doing a great job getting all the infrastructure in place. Everything is done except meter pit & meter connection pieces for the water services. They have been ordered since January of this year, and the Corps are not in yet. This one item was delaying the infrastructure completion from being signed off on and accepted by the City which kept us from recording the plat so building permits could not be issued for construction to start on the duplexes. This is clearly out of the control of the developer/contractor as they were diligent in trying to get the components in a timely manner.

Infrastructure for a subdivision can be bonded in full if desired which would allow developers to start housing construction prior to infrastructure even starting. This development is 95%+ complete on infrastructure, as a way to allow the plat to be recorded and housing construction recorded, we are suggesting using the incentive funds that were being provided to the developer to give up a lot in the development and construct additional retention capacity for the area (\$33,000) as security for the remaining work for the meter pits.

The detention basin is constructed and is only waiting on some additional vegetative cover, which has been very difficult this dry year. The remaining component have all been paid in full (\$35K value), the only cost outstanding would be the installation and inspection/approval by utilities.

If approved, the plat would be recorded immediately, and developer could acquire building permits and they hope to start construction on housing late July. They have been informed that the parts they are waiting on should be in mid-August.

Staff recommends approval.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#10.

Department: Community Development
Date: July 17, 2023

Agenda Item: An Ordinance Approving A Subdivision Improvement Agreement With Adair Hathaway For Eagle Tree Ridge Subdivision.

Summary: Attached is the document that would approve the terms of the securities for the remaining infrastructure work (meter pits/connection parts).

Attached is an explanation for these items.

Recommended

Action: Approve this ordinance

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT
WITH ADAIR HATHAWAY FOR EAGLE TREE RIDGE SUBDIVISION.**

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

SECTION ONE: Adair Hathaway (“Hathaway”) is developing a subdivision platted as Eagle Tree Ridge and has requested the City Council waive the requirement that all public improvements be completed and dedicated prior to the final plat being signed by the City.

SECTION TWO: That city code permits the City Council to waive this requirement if a Subdivision Improvement Agreement is completed pursuant to Sec. 38.149 and cash security is provided for the public improvements.

SECTION THREE: Attached hereto and incorporated herein is a Subdivision Improvement Agreement (the “Agreement”) to allow for the signing of the final plat.

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

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the Mayor to take such other and further action as may be required to accomplish the purposes of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 17th day of July, 2023.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

EAGLE TREE RIDGE SUBDIVISION IMPROVEMENT AGREEMENT

THIS EAGLE TREE RIDGE SUBDIVISION IMPROVEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____ 2023 by and between the **CITY OF MOBERLY, MISSOURI** a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”) and the **ADAIR HATHAWAY**, an individual (“**Hathaway**” and together with the City the “**Parties**”).

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize Missouri municipalities to contract with any private person, firm, association or corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of the powers of such municipality.

B. Hathaway is in the process of developing a housing project called Eagle Tree Ridge (the “development”) as further depicted on the attached Eagle Tree Ridge Preliminary Plat, (Exhibit #1) and has requested that the city waive the requirement that all public improvements in the development be completed and dedicated to the city prior to the signing of the final plat and permit a Subdivision Improvement Agreement be approved pursuant to city code.

C. The Parties desire to enter into this Agreement to allow the signing and recording of the final subdivision plat.

AGREEMENT

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

1. The Project. Hathaway agreed to construct a Stormwater Detention Basin (“Detention”) in the subdivision which exceeds the capacity required of Hathaway’s development which will result in the loss of at least one lot which could be used for housing and will increase the cost of the Detention construction in exchange for the city paying \$33,000.00 upon completion of the Detention. Hathaway, due to unavailability of parts, has been unable to complete water connections necessary to finish the public improvements necessary to obtain a signed final plat from the city.

2. City Code Section 38-149. Section 38-149 (b) of the city code allows the city council to waive the requirement that a developer complete and dedicate all public improvements prior to the signing of the final plat and permit the developer to enter into a Subdivision Improvement Agreement whereby the developer agrees that within two years the public improvements will be completed. The

developer must also post cash security to ensure that the improvements are complete. Hathaway covenants to complete all the required public improvements no later than two (2) years from the date of this agreement. Hathaway further agrees that the \$33,000.00 owed to him by the city for completion of the Detention will be held by the city as security for the public improvements. If the public improvements are not completed, then the cash security held by the city will be applied to the costs of completing the public improvements as provided in Sec. 38.150. If the public improvements are completed by Hathaway within 2 years the cash security will be returned to him as provided in Sec. 38-150.

3. No Waiver of Sovereign Immunity; Limited Public Liability; No Personal Liability.

Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. The parties hereto agree that in no event shall the City or any of its officials, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to Hathaway or any successor, assign, heir or personal representative of the Foundation in respect of any suit, claim, or cause of action arising out of this Agreement and Hathaway hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to Hathaway or the successors, assigns, heirs or personal representatives of Hathaway in the event of any default or breach by any party under this Agreement.

4. Notices. Any Notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

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 101 West Reed Street – City Hall
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6. Relationship of the Parties; No Third Party Right. Nothing contained in this Agreement nor any act of Hathaway or the City shall be deemed or construed to create a partnership or agency relationship between the parties, or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities binding on, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

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

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IN WITNESS WHEREOF, the City and Hathaway have each caused this Agreement to be executed in multiple original counterparts in their respective names and attested to as of the date first above written.

CITY OF MOBERLY, MISSOURI
(the "City")

By: _____
Tim Brubaker, Mayor

ATTEST:

By: _____
Shannon Hance, City Clerk

STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Tim Brubaker, to me personally known, who by me being duly sworn, did say he is the Mayor of the City of Moberly, Missouri, a municipal corporation, and that this Agreement was signed and sealed on behalf of the said corporation by authority of its City Council, and the said Tim Brubaker acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Notarial Seal at my office in Randolph County, Missouri the day and year first above written.

 Notary Public

My commission expires: _____

EAGLE TREE RIDGE SUBDIVISION

 Adair Hathaway

STATE OF MISSOURI)
)
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Adair Hathaway, to me personally known, who by me being duly sworn, did say that he owns Eagle Tree Ridge subdivision, and that this Agreement was signed by him upon authority given him as the owner of Eagle Tree Ridge subdivision and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

 Notary Public

My commission expires: _____

EXPLANATION

The Developer/Contractor have been doing a great job getting all the infrastructure in place. Everything is done except meter pit & meter connection pieces for the water services. They have been ordered since January of this year, and the Corps are not in yet. This one item was delaying the infrastructure completion from being signed off on and accepted by the City which kept us from recording the plat so building permits could not be issued for construction to start on the duplexes. This is clearly out of the control of the developer/contractor as they were diligent in trying to get the components in a timely manner.

Infrastructure for a subdivision can be bonded in full if desired which would allow developers to start housing construction prior to infrastructure even starting. This development is 95%+ complete on infrastructure, as a way to allow the plat to be recorded and housing construction recorded, we are suggesting using the incentive funds that were being provided to the developer to give up a lot in the development and construct additional retention capacity for the area (\$33,000) as security for the remaining work for the meter pits.

The detention basin is constructed and is only waiting on some additional vegetative cover, which has been very difficult this dry year. The remaining component have all been paid in full (\$35K value), the only cost outstanding would be the installation and inspection/approval by utilities.

If approved, the plat would be recorded immediately, and developer could acquire building permits and they hope to start construction on housing late July. They have been informed that the parts they are waiting on should be in mid-August.

Staff recommends approval.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#11.

Department: Community Development
Date: July 17, 2023

Agenda Item: A Resolution Accepting The Bid And Authorizing Contracting With Wiedeman Dozing, LLC For Demolition Of Three Residential Structures.

Summary: We advertised for the bids in the newspaper and three bids were received and opened on July 12, 2023. The lowest and best bid was Wiedeman. Staff recommends accepting this bid.

Recommended

Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH WIEDEMAN DOZING, LLC FOR DEMOLITION OF THREE RESIDENTIAL STRUCTURES.

WHEREAS, an advertisement for bids was published for the demolition of three (3) residential structures at 905 Bond Street, 1204 Quinn Street, and 412 Polston Street; and

WHEREAS, the bid opening took place on July 12, 2023, with three bids being received; and

WHEREAS, the bid of Wiedeman Dozing, LLC (“Wiedeman”) in the amount of Fourteen Thousand Five Hundred Dollars (\$14,500.00) was the lowest responsible bid and City staff recommends acceptance of the bid.

NOW, THEREFORE, the City of Moberly, Missouri, City Council accepts the bid of Wiedeman and authorizes the City Manager to contract with Wiedeman for demolition of the three residential structures identified in the bid upon the terms and conditions of the bid advertisement.

RESOLVED, this 17th day of July, 2023, by the City Council for the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Demo 3 Residential Structures 2023

#11.

CITY OF MOBERLY

"BID OPENING"

Sign-In Sheet

Date: 07/12/2023 10:00AM

Name

Shannon Hance

Mark L.

TRIP HOLLIS

Jon Deek

Company

City of Moberly

Luecke Farms

JT Hollis

City of Moberly

CITY OF MOBERLY

“BID OPENING”

“BID OPENING”

Date: 7/12/2023 10 AM

Wiedeman Dozing

\$ 14,500

\$

\$ _____

Luecke Farms LLC

\$ 23,500

\$ _____

\$

\$

JT Holman Const. LLC

\$ 18,500

\$ _____

City of Moberly
Community Development Department
Demolition Bid Form
Due: July 12, 2023

The City of Moberly is requesting sealed bid quotations for the structures and surfaces located at 1200 East Highway 24. Bid price will include the cost of asbestos removal, demolition, removal of all debris, filing, grading and seeding of the site. The cost of landfill disposal of materials shall be included. Direct all inquiries to the Code Enforcement office. Envelope must be sealed, marked "Demo 3 Residential Structures 2023", and submitted prior to deadline specified below. Bids not marked in this manner or submitted after the deadline will not be considered. The City of Moberly reserves the right to reject any or all bids for any reason.

Bid due date **July 12, 2023**

Bid due time **10:00 a.m.**

Bid submission location City Clerk Office
Moberly City Hall
101 West Reed Street
Moberly, MO 65270

Address		Price per Structure
905 Bond		7,000.00
1204 Quinn		3,000.00
412 Polston		4,500.00
Total Bid Price		14,500.00

I hereby certify that this bid is submitted under the conditions stated on this form and that it shall remain valid for a period of 60 days after the due date specified above.

WIEDERMAN DOZING
Company name (if applicable)

Signature

Date

7/11/2023

City of Moberly
Community Development Department
Demolition Bid Form
Due: July 12, 2023

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Bid due date **July 12, 2023**

Bid due time **10:00 a.m.**

Bid submission location City Clerk Office
Moberly City Hall
101 West Reed Street
Moberly, MO 65270

Address		Price per Structure
905 Bond		\$11,600.00
1204 Quinn		\$6,300.00
412 Polston		\$5,600.00
Total Bid Price		\$23,500.00

I hereby certify that this bid is submitted under the conditions stated on this form and that it shall remain valid for a period of 60 days after the due date specified above.

Luecke Farms, LLC

Company name (if applicable)

Signature

Date

7/10/2023



LUECFAR-01

KRUI #11. N

DATE (MM/DD/YYYY)

6/8/2023

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mathenia Insurance Group LLC
1405 Jungermann Rd.
Suite E
Saint Peters, MO 63376

INSURED
Luecke Farms LLC
200 Hwy RB
New Florence, MO 63363

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS: info@mathins.com
FAX (A/C, No): (636) 922-5255

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Ins Co	44520
INSURER B : Progressive Cas Ins Co	24260
INSURER C : Kinsale Insurance Company	
INSURER D : Missouri Employers Mut Ins Co	10191
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BAK314826	7/17/2022	7/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			06127551	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0100194790	6/9/2022	7/17/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MEG2016477	5/8/2023	5/8/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Motor Truck Cargo			06127551	5/1/2023	5/1/2024	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cargo Deductible -\$1,000

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only
For Informational Purposes Only
For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City of Moberly
Community Development Department
Demolition Bid Form
Due: July 12, 2023

The City of Moberly is requesting sealed bid quotations for the structures and surfaces located at 1200 East Highway 24. Bid price will include the cost of asbestos removal, demolition, removal of all debris, filing, grading and seeding of the site. The cost of landfill disposal of materials shall be included. Direct all inquiries to the Code Enforcement office. Envelope must be sealed, marked "**Demo 3 Residential Structures 2023**", and submitted prior to deadline specified below. Bids not marked in this manner or submitted after the deadline will not be considered. The City of Moberly reserves the right to reject any or all bids for any reason.

Bid due date **July 12, 2023**

Bid due time **10:00 a.m.**

Bid submission location City Clerk Office
Moberly City Hall
101 West Reed Street
Moberly, MO 65270

Address		Price per Structure
905 Bond	1000	
1204 Quinn	5000	
412 Polston	5500	
Total Bid Price 18,500		

I hereby certify that this bid is submitted under the conditions stated on this form and that it shall remain valid for a period of 60 days after the due date specified above.

Company name (if applicable)

Signature

Date

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#12.

Department: Comm. Dev.

Date: July 17, 2023

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Authorizing Acceptance Of The Industrial Site Development Grant.

Summary: This grant agreement is for a 50/50 ARPA Industrial Site Grant match for \$1,085,560.00 to be used toward the Moberly Industrial Park street extension work to extend McKeown Parkway West to beyond the proposed intersection of Robertson Road, and to extend Fowler West to connect with Buchanan.

We are leveraging the \$555,560 of Governors Cost Share funding + \$530,000 MHC donated land value as the 50% match requirement.

We are using the cash values of these two grant (\$1,085,560 + \$555,560) + \$150,000 of City funds to towards a 50/50 EDA match of \$1,791,125.00 for a total cash amount of \$3,582,250.00 to complete McKeown, Fowler and also extend Robertson Road North from Fowler to McKeown providing full connectivity through the park, over 3,750' of industrial park roadway. Getting all of these funds aligned, approved and meeting the deadlines is going to take quick turn arounds on every step

Recommended

Action Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING
ACCEPTANCE OF THE INDUSTRIAL SITE DEVELOPMENT GRANT.**

WHEREAS, on February 6, 2023, this Council authorized submitting an application to the Missouri Department of Economic Development for an ARPA funded Industrial Site Development Grant for improvements to the Moberly Industrial Park Site Project; and

WHEREAS, on May 5, 2023, City staff were notified that Moberly was awarded an Industrial Site Development Grant in the amount of \$1,085,560.00 and City staff has now received a grant agreement, attached, for signature to accept the grant award; and

WHEREAS, City staff recommend acceptance of the grant award and authority to execute the grant agreement.

NOW, THEREFORE, BE IT RESOLVED this 17th day of July, 2023, by the City Council for the City of Moberly, Missouri, that the Industrial Site Development Grant is accepted and the City Manager and or the Mayor are hereby authorized to execute the attached grant agreement on behalf of the City of Moberly and the City Manager is further authorized to take such other actions as may be necessary to accomplish the purpose of this Resolution.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

GRANT AGREEMENT**Missouri ARPA Industrial Site Development Grant Program**

This Grant Agreement ("Agreement") is entered into by and between the Department of Economic Development, an executive branch agency of the State of Missouri ("DED"), and Grantee (together with DED a "Party" or collectively the "Parties").

1. IDENTIFYING INFORMATION

A field with an asterisk (*) is a defined term in this Agreement.

GRANTEE*	PROJECT NAME
City of Moberly	Moberly Industrial Park Site Development Project
STATE OF ORGANIZATION	TYPE OF ENTITY
Missouri	Municipality
EIN	SAM.GOV UNIQUE ENTITY IDENTIFIER
436002348	ZFDYKNHMPTK9
FEDERAL AWARD ID NUMBER	CFDA NUMBER AND NAME1111
SLFRP4542	21.027 Coronavirus State Fiscal Recovery Fund
MAXIMUM GRANT AMOUNT*	COST SHARING RATIO*
\$ 1,085,560.00	1:1 (Program Funds:Local Match or Private Investment)
	MO CONTRACT NUMBER
	35614180
DATE OF AWARD*	PERIOD OF PERFORMANCE*
May 5, 2023	March 3, 2021 through September 30, 2026
NOTICE TO GRANTEE*	NOTICE TO DED*
Attn: Jerry Jeffrey Title: Mayor Street: 101 W. Reed Street Moberly, MO 65270 Phone: 660-269-8705 Email: shirleyo@cityofmoberly.com	Department of Economic Development Attn: Bradley Clark Director of New Programs Federal Initiatives Mail: PO Box 1157 Jefferson City, MO 65102 Physical: 301 W. High Street, Suite 720 Jefferson City, MO 65101 Phone: 573/395-6055 Email: Bradley.Clark@ded.mo.gov

2. RECITALS

- 2.1. The federal American Rescue Plan Act of 2021 ("ARPA") (Pub. L. 117-2) established the Coronavirus State Fiscal Recovery Fund ("SFRF") ([42 U.S.C. § 802](#)), and appropriated \$195.3 billion to the U.S. Department of the Treasury ("Treasury") for payments to the states to respond to the Coronavirus Disease 2019 ("COVID-19") public health emergency or for various purposes, including "for the provision of government services to the extent of the reduction in revenue of such State due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State prior to the emergency" ("Revenue Replacement Funds").
- 2.2. The SFRF is further implemented by Treasury through regulations ([31 CFR part 35](#)) and other guidance.
- 2.3. The State of Missouri ("State") entered into an agreement with Treasury regarding the State's share of SFRF funding, including the Revenue Replacement Funds ("Treasury-State Grant Agreement").
- 2.4. The SFRF award to the State is over \$2.5 billion (separate from local government allocations).
- 2.5. The Missouri General Assembly appropriated, and the Governor approved, \$75,000,000 in SFRF funds to DED for "grants to political subdivisions for an Industrial Site Development Program" with a local match requirement, setting aside amounts based on project acreage, for State Fiscal Year 2023 (July 1, 2022 – June 30, 2023) (House Bill 3020, § 20.070, 2022). The funding is reappropriated for FY24 by House Bill 20 (§ 20.070, 2023). Though appropriated from a "Health and Economic Impacts Fund", the State has converted the funding for this item to Revenue Replacement Funds.
- 2.6. DED established the Missouri ARPA Industrial Site Development Grant Program, a competitive grant program ("Program"), to provide federal financial assistance for communities in the State to develop shovel-ready industrial sites to support business attraction and expansion.
- 2.7. DED issued guidelines for the Program on December 7, 2022.
- 2.8. From December 21, 2022 to February 21, 2023, DED accepted applications from interested applicants.
- 2.9. Grantee submitted an application for an industrial site development project, and DED approved the project for funding.
- 2.10. The Parties wish to set forth their mutual expectations and obligations with respect to DED's Grant to Grantee, and agree as follows:

3. DEFINITIONS

3.1. As used in this Agreement, capitalized terms have the meanings set forth in the introductory clause, Section 1 (terms followed by an asterisk), Section 2 of this Agreement, and as follows:

- (a) "Allowable Costs" has the meaning set forth in Section 6 of this Agreement.
- (b) "Cost Sharing Ratio" means the amount of Local Match or Private Investment that Grantee must demonstrate to DED to receive payment of an amount of Program Funds, expressed as a ratio of dollars of Program Funds for each dollar of Local Match.

For this Grant, the Cost Sharing Ratio is set forth in Section 1 of this Agreement. Cost Sharing Ratio is only for the purposes of payment rate of Program Funds, and does not alter the Maximum Grant Amount or Grantee's Local Match or Private Investment obligation.
- (c) "Local Match or Private Investment" is the amount of funds for the Project that are not Program Funds, as described in the Program Guidelines, and as set forth in Grantee's Application, which may be modified by Grantee's Final Project Budget, which is in Exhibit 3 to this Agreement. Although Treasury does not have a match requirement, the General Assembly included it in the appropriation, and it is in the Program Guidelines.
- (d) "Program Funds" means the Federal Financial Assistance Grantee has or may receive from DED under this Agreement, which must not exceed the Maximum Grant Amount in Section 1 of this Agreement. Program Funds consist of SFRF Revenue Replacement Funds.
- (e) "Program Guidelines" means the document attached as Exhibit 1 to this Agreement, titled "Program Guidelines, Industrial Site Development Grant Program".
- (f) "Project" means the industrial site development project as set forth in Grantee's Application, further identified by the Project Name in Section 1 of this Agreement.
- (g) "Request for Program Funds" means any DED form, whether paper or electronic, by which Grantee requests payment from the State/DED from Program Funds by providing required information and supporting documentation.
- (h) "RSMo" means the Revised Statutes of Missouri.
- (i) "Grant" is the Program Funds to be provided to Grantee as described in the contract documents set forth in Section 4 of this Agreement.
- (j) "Grantee" means the entity identified in Section 1 of this Agreement.

- (k) "Grantee's Application", means the application form and supporting documentation received by DED from Grantee for the Program by which Grantee requested an award of federal financial assistance, further identified based on the Project Name specified in Section 1 of this Agreement.
- (l) "Treasury" means the U.S. Department of the Treasury, which is the awarding federal agency as that term is defined in 2 CFR 200.1.
- (m) "Treasury-State Grant Agreement" means the SFRF grant agreement described in Section 2.3 of this Agreement and is the document attached as Exhibit 2 to this Agreement,
- (n) "Uniform Guidance" means [2 CFR part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements, adopted by Treasury pursuant to 2 CFR 1000.10.

4. THE CONTRACT DOCUMENTS

- 4.1. The contract between the Parties with respect to the grant of Program Funds to Grantee shall consist of:
 - (a) This Agreement, which includes the Program Guidelines (Exhibit 1), the Treasury-State Grant Agreement (Exhibit 2); and Grantee's Final Project Budget (Exhibit 3); and
 - (b) Grantee's Application, incorporated by reference as if attached to or fully set forth in this Agreement.

5. GRANTEE'S OBLIGATIONS

- 5.1. In entering into this Agreement, Grantee certifies that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project in compliance with this Agreement.
- 5.2. In addition to federal and state laws, regulations, and executive orders as set forth elsewhere in this Agreement, all of Grantee's activities under this Grant must comply with all requirements applicable to Revenue Replacement Funds¹ in:
 - (a) [42 U.S.C. § 802](#) (codification of SFRF from ARPA);
 - (b) Treasury SFRF regulations at [31 CFR part 35](#);
 - (c) Supplementary Information to the SFRF Final Rule, [87 F.R. 4338-4446](#);
 - (d) Treasury SFRF guidance documents:
 - i. "[Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds](#)", Version 5.1 issued by Treasury on June 6, 2023, as may be amended from time to time;

¹ This funding source is frequently referred to in Federal guidance as the "revenue loss eligible use category".

- ii. "[Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions](#)", most recently updated on April 10, 2023, as may be amended from time to time;
- iii. "[Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds](#)", Version 4.0 issued by Treasury on October 12, 2022, as may be amended from time to time; and
- iv. Any other guidance issued by Treasury regarding the SFRF.

(e) The Treasury-State Grant Agreement (Exhibit 2); and

(f) Program Guidelines (Exhibit 1).

- 5.3. Grantee must complete the Project by the end of the Period of Performance set forth in Section 1 of this Agreement.
- 5.4. Grantee may use Program Funds only to carry out the activities for the Project as set forth in Grantee's Application and for no other purpose.
- 5.5. Grantee may only be reimbursed by DED with Program Funds for Allowable Costs.
- 5.6. Any publications produced with funds from this Grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number SLFRP4542 awarded to the State of Missouri by the U.S. Department of the Treasury."

6. ALLOWABLE COSTS

- 6.1. Grantee shall only receive payment from DED for costs that are determined to be allowable by DED, based on the following:
 - (a) The provisions of Subpart E of the Uniform Guidance (Cost Principles) that Treasury has made applicable to Revenue Replacement Funds²:
 - (i) 2 CFR 200.400(a) - (c), and (e) (Policy guide);
 - (ii) 2 CFR 200.403(a), (c), (d), (g), and (h) (Factors affecting allowability of costs); and
 - (iii) 2 CFR 200.404(e) (Reasonable costs);
 - (b) The cost must be incurred by Grantee during the Period of Performance and must be submitted to DED for payment before the end of the Period of Performance;
 - (c) The cost must be included in the Grantee's Final Project Budget (Exhibit 3);
 - (d) Grant administration costs will be Allowable Costs only if included in Grantee's Application and in Grantee's Final Project Budget (Exhibit 3), and such costs must not exceed the maximum amount as set forth in the Program Guidelines.
- 6.2. Allowable costs exclude:

² [Treasury FAQs](#) 13.15 and 13.16.

- (a) Costs incurred by Grantee outside of the Period of Performance, except for Grant administrative costs incurred relating to close-out of an award;
- (b) Costs that will be paid for by other federal, state, or local funding;
- (c) Costs as set forth in the Program Guidelines as an ineligible cost; and
- (d) Costs that are not allowable in applying the provisions of Subpart E of the Uniform Guidance, Cost Principles, as set forth in Section 6.1 (a) of this Agreement.

7. LOCAL MATCH OR PRIVATE INVESTMENT

- (a) Grantee's Application, as modified by Grantee's Final Project Budget (Exhibit 3), includes a Local Match or Private Investment commitment. Grantee must meet the Local Match or Private Investment as set forth in this Agreement.
- (b) Treasury has no match requirements under SFRF. The Uniform Guidance regarding cost sharing (2 CFR 200.306) is inapplicable to Revenue Replacement Funds. Neither Party intends for the Local Match or Private Investment to be considered voluntary committed cost sharing under the Uniform Guidance and therefore Local Match or Private Investment is not subject to any of the cost principles of subpart E of the Uniform Guidance unless specified in this Agreement.
- (c) Grantee's Local Match or Private Investment must be incurred during the Period of Performance.
- (d) Grantee's failure to meet its Local Match or Private Investment obligation may result in DED assigning specific award conditions or taking other action as authorized in Section 14 of this Agreement.
- (e) Grantee must create and maintain sufficient records demonstrating that it is meeting or has met its Local Match or Private Investment obligation, to facilitate questions and audits.
- (f) Grantee must submit records to DED showing how it has met its Local Match or Private Investment according to the Cost Sharing Ratio, in order to receive payment under Section 8 of this Agreement.

8. PROGRAM FUNDS PAYMENT

- 8.1. Grantee will receive no Program Funds from DED until it has successfully registered for and received:
 - (a) A SAM.gov Unique Entity Identifier and provided the number to DED; and
 - (b) A vendor number from Missouri's SAM II vendor registration system.

- 8.2. Grantee may submit Requests for Program Funds to DED with all necessary supporting documentation, including invoices, by using an electronic interface designated by DED, which will require Grantee to have the ability to upload electronic copies of documents.
- (a) Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):
 - i. Invoice/reference number (assigned by Grantee);
 - ii. Invoice date;
 - iii. Invoice period (to which the reimbursement request is applicable);
 - iv. MO Contract Number (from Section 1 of this Agreement);
 - v. Recipient/Pass-through Entity: State of Missouri, Department of Economic Development;
 - vi. Grantee name;
 - vii. Grantee remittance address;
 - viii. Grantee contact for invoice questions (name, phone, and email, if available); and
 - ix. Itemization of payment requested for the invoice period detailing, at minimum, all of the following:
 - a. The amount requested by Grant budget line-item;
 - b. The amount paid by Grant budget line-item to date;
 - c. The total amount paid under this Agreement to date; and
 - d. The total amount requested (all line-items) for the invoice period;
 - (b) Grantee has agreed to a Local Match or Private Investment through this Agreement, as described in Section 7. With each Request for Program Funds to DED, Grantee must submit documents enabling DED to ensure it is paying Grantee with Program Funds according to the Cost Sharing Ratio in Section 1 of this Agreement. For example, if the Cost Sharing Ratio is 1:1, for every dollar requested in Program Funds, Grantee must demonstrate to DED that it (or a third party if applicable) has incurred one dollar in Local Match or Private Investment;
 - i. Upon written request from Grantee explaining mitigating circumstances for its inability to demonstrate the 1:1 Cost Sharing Ratio, DED may, in its reasonably exercised discretion, pay Grantee ARPA Program Funds for certain expenses at a lower ratio (e.g., 1:2), with the agreement that Grantee will subsequently have a higher cost sharing ratio applied (e.g., 2:1) until the average ratio returns to the 1:1 ratio. The Parties shall memorialize any Cost Sharing Ratio exception in a writing signed by the Parties.

- 8.3. Requests for Program Funds must be submitted only by a person authorized to submit such a request according to Grantee's internal control processes. A form will be provided by DED for Grantee to designate who is authorized to submit Requests for Program Funds.
- 8.4. Grantee shall submit Requests for Program Funds no more than once a month, unless the amount exceeds \$10,000.
- 8.5. Requests for Program Funds can be of two types:
- (a) Reimbursement of Costs Paid. The cost reimbursement method of payment consists of the payment of Program Funds to the Grantee based on actual expenditures for which the Grantee paid.
 - i. Supporting documentation may include invoices, paid bills, purchase vouchers, payrolls, copies of checks, contractor pay applications, etc.
 - ii. All vouchers/invoices should be on contractor's/vendors' letterhead.
 - iii. Source documentation should explain the basis of the costs incurred and the actual dates of the expenditure.
 - iv. Reimbursement of costs paid is the preferred method of payment of Funds by DED.
 - (b) Advance Payment. The Grantee may request Program Funds for incurred costs that the Grantee is unable to pay in advance of receiving Program Funds from DED.
 - i. Supporting documentation includes invoices or similar documentation. Grantee must explain in its Request for Program Funds why it cannot proceed with the reimbursement of costs method.
 - ii. During monitoring by DED, the Grantee must provide supporting documentation that the incurred costs were paid within three business days of receipt of Program Funds by DED (the "Three-Day Rule"). Documents of this include bank statements or cancelled checks.
 - (c) Grantee may use both types of Request for Program Funds, depending on the costs at issue.
- 8.6. If Grantee's budget includes grant administration costs, such costs shall not exceed the amounts in the Program Guidelines (the lower of 4% of the grant or \$100,000).
- (a) Grantee's grant administration costs shall be paid by DED as a set percentage of each Request for Program Funds.
- 8.7. Upon review and approval of Grantee's Request for Program Funds, DED shall pay Grantee's Allowable Costs with Program Funds, not to exceed the Maximum Grant Amount in Section 1 of this Agreement.

- 8.8. Grantee must submit its final Request for Program Funds to DED no later than the end of the Period of Performance. DED will not reimburse a Request for Program Funds received after this date.
- 8.9. DED is not liable for any of Grantee's obligations, expenditures, or commitments in any amount in excess of the Maximum Grant Amount in Section 1 of this Agreement.
- 8.10. Any payments to Grantee will be subject to reduction for amounts included in any invoice or payment that are determined by DED, on the basis of audits or monitoring, to constitute disallowed costs as set forth in this Agreement.
- 8.11. An initial payment by DED will not be construed as a final determination by DED that the costs are Allowable Costs.
- 8.12. If total payments to Grantee under this Agreement exceed the Maximum Grant Amount, Grantee must refund the excess amount to DED.
- 8.13. As provided in the Treasury-State Grant Agreement, any funds paid to the Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this Grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to 42 U.S.C. § 802(e) and have not been repaid by the State shall constitute a debt owed by the State to the federal government.
 - (a) In such instance, the funds constituting the State's debt to the federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee to the State. A debt owed to the State by Grantee under this Agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this Section 8.13.
 - (b) The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under Section 14 of this Agreement. The rights of the State as expressed in this Section 8.13 are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

9. REPORTING

- 9.1. Grantee agrees to comply with any reporting obligations established by Treasury or DED, as it relates to this Grant. DED/the State must report to Treasury regarding how Revenue Replacement Funds are allocated to government services. These reporting requirements are also to ensure the Project is proceeding as planned (according to budget and timeline).

9.2. Quarterly Project and Expenditure Reports

- (a) DED/the State must submit quarterly project and expenditure reports ("Quarterly Reports") to Treasury.
- (b) Grantee agrees to provide DED with the data, information, and documents set forth in Section 9.2(e) of this Agreement on the following dates each year: March 1, June 1, September 1, and December 1.
- (c) Grantee agrees to provide the data, information, and documents for the Quarterly Reports in a format designated by DED, which is expected to be using the Submittable® platform similar to how Grantee applied for the Program.
- (d) Grantee agrees that if Treasury modifies its quarterly project and expenditure reporting requirements under SFRF Revenue Replacement Funds, Grantee will provide additional reporting required by Treasury of DED/the State for the Project.
- (e) Grantee agrees to provide the following information to DED/the State for the Quarterly Reports:

(1)	Project name, basic description, project expenditure category
(2)	Project completion status (not started, less than 50% complete, 50% or more complete, completed)
(3)	Project obligations and expenditures (current period and cumulative)
(4)	Total approved/adopted budget for Project (all sources)
(5)	For construction projects: (a) Projected and actual construction start date (b) Projected and actual construction completion date
(6)	Other information as reasonably required by DED
(7)	Any other information required by Treasury

9.3. Annual Recovery Plan Performance Report.

- (a) DED/the State must submit Recovery Plan Performance Reports annually covering each July 1-June 30 fiscal year for 2022 through 2026. Those reports are due to Treasury by the July 31 following the end of the applicable fiscal year. The final Recovery Plan Performance Report (July 1, 2026-Dec. 31, 2026) is due to Treasury April 30, 2027. The annual reports required are:
- (b) Information about the contents of the Recovery Plan Performance Report are in the [SFRF Compliance and Reporting Guidance](#), pp. 34-40, in Treasury's [Recovery Plan Reporting User Guide](#) (Version 2.0, July 1, 2022) and Treasury has a suggested template (for the State) at the [SFRF Compliance and Reporting webpage](#) titled "Recovery Plan Template".

- (c) In order for DED/the State to be able to timely file its Annual Performance Reports with Treasury, Grantee agrees to provide DED/the State with any required data, information, and documents to be included in the Annual Performance Reports no later than February 28, 2027.
- (d) DED will make all efforts to use the Quarterly Reports to create the Annual Performance Reports in lieu of potentially duplicative reporting, but reserves the right to request updated information if necessary to comply with Treasury's requirements.

9.4. Per 31 CFR 35.4, Treasury may request other additional information, in addition to regular reporting as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of 31 CFR 35.1 to 35.12. Grantee agrees to cooperate with DED/the State and provide any information requested by Treasury.

10. MONITORING AND CLOSEOUT

- 10.1. DED will monitor the Project to evaluate Grantee's compliance with Federal statutes, regulations and the terms of this Agreement, and will take prompt action when instances of noncompliance are identified.
 - (a) Monitoring and oversight may be in the form of site visits or desk reviews. DED will notify Grantee in advance of any site visits.
- 10.2. Grantee must submit to DED all Project closeout documents no later than sixty (60) days after the end of the Period of Performance so that DED can submit its closeout documents to Treasury, as set forth in 2 CFR 200.344. The Parties hereby agree that the provisions of 2 CFR 200.344 will apply to DED's closeout of this Grant, as if Grantee were a subrecipient.
- 10.3. The Parties hereby agree that Grantee shall have continuing responsibilities as set forth in 2 CFR 200.345 as if Grantee were a subrecipient.

11. RECORD RETENTION AND ACCESS

- 11.1. Grantee must establish and maintain records, including financial documents, sufficient to enable DED to determine whether Grantee has complied with the terms of this Agreement, and to assist DED in meeting its recordkeeping requirements. Such records may include, but are not limited to:
 - (a) Records documenting compliance with 42 U.S.C. § 802, Treasury SFRF regulations at 31 CFR part 35; Supplementary Information to the Final SFRF Rule, 87 F.R. 4338-4446; Treasury Guidance as described in Sections 5.2(d) of this Agreement, and other terms of this Agreement (2 CFR 200.302(a));
 - (b) Records sufficient to permit, as stated in 2 CFR 200.302(a):
 - i. The preparation of reports required by general and program-specific terms;

- ii. The tracing of funds to a level of expenditures adequate to establish that such funds have been used according to Federal statutes, regulations, and the terms of this Agreement; and
- (c) Records allowing DED to establish and demonstrate that the requirements of 2 CFR 200.302(b) are met with respect to the Project.
- 11.2. Grantee must retain all of its records relating to this Grant, including supporting documentation, for five (5) years from the date of DED's closeout of this Grant, unless a longer period is required as set forth in the exceptions in 2 CFR 200.334.
- 11.3. Grantee must give the State, DED, Treasury, Treasury's Office of the Inspector General, the Government Accountability Office, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Grantee related to this Grant in order to conduct inspections, audits, or other investigations. Grantee must also give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.

12. ADDITIONAL PASS-THROUGH REQUIREMENTS

- 12.1. This Agreement is subject to the following provisions of the Uniform Guidance:
 - (d) Subparts A, B, and C;
 - (e) The following regulations in Subpart D, Post Federal Award Requirements:
 - (i) 200.300 Statutory and national policy requirements;
 - (ii) 200.302 Financial management;
 - (iii) 200.303 Internal controls;
 - (iv) 200.328 Financial reporting;
 - (v) 200.329 Monitoring and reporting program performance;
 - (vi) Record Retention and Access (2 CFR §§ 200.334 – 200.338); and
 - (vii) 200.346 Collection of amounts due;
 - (f) The regulations in Subpart E, Costs Principles, as set forth in Section 6.1 (a) of this Agreement; and
 - (g) Subpart F, Audit Requirements, implementing the Single Audit Act.
- 12.2. Pursuant to the Treasury-State Grant Agreement, the following federal laws and regulations apply to this Grant:
 - (h) Universal Identifier and System for Award Management ("SAM"), [2 CFR part 25](#), pursuant to which the award term set forth at [Appendix A to 2 CFR part 25](#) is hereby incorporated by reference;
 - (i) Reporting Grant and Executive Compensation Information, [2 CFR part 170](#), pursuant to which the award term set forth at [Appendix A to 2 CFR part 170](#) is hereby incorporated by reference;

- (j) OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), [2 CFR part 180](#), and Treasury's implementing regulation at [31 CFR part 19](#), including both the requirement to comply with [31 CFR part 19's subpart C](#) as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
 - i. Grantee hereby reaffirms its statements in the "Certification Regarding Debarment and Suspension" submitted with Grantee's Application.
- (k) Recipient Integrity and Performance Matters, pursuant to which the award term set forth at [2 CFR part 200, Appendix XII](#), is hereby incorporated by reference;
- (l) Government-wide Requirements for Drug-Free Workplace, [31 CFR part 20](#);
- (m) New Restrictions on Lobbying, [31 CFR part 21](#);

If the Maximum Grant Amount in Section 1 of this Agreement exceeds \$100,000, Grantee certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- iii. Grantee must require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Grantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (n) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended ([42 U.S.C. §§ 4601–4655](#)) and implementing regulations;
- (o) Federal statutes, regulations, and federal executive orders prohibiting discrimination applicable to this Grant include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964, as amended ([42 U.S.C. §§ 2000d et seq.](#)) and Treasury's implementing regulations at [31 CFR part 22](#), and the government-wide regulations contained in [28 CFR part 42](#), subparts C and F, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended ([42 U.S.C. §§ 3601 et seq.](#)) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended ([29 U.S.C. § 794](#)), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; and
 - iv. The Age Discrimination Act of 1975, as amended ([42 U.S.C. §§ 6101-6107](#)) and Treasury's implementing regulations at [31 CFR part 23](#), which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended ([42 U.S.C. §§ 12101 et seq.](#)), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

12.3. Pursuant to the Treasury-State Grant Agreement, as a condition of receiving ARPA federal financial assistance, Grantee provides the following assurances:

- (a) Grantee ensures its current and future compliance with applicable provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 CFR part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

- (b) Grantee acknowledges that [federal Executive Order 13166](#), "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Grantee must initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee's programs, services, and activities.
- (c) Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
- (d) Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee's successors, transferees, and assignees for the period in which such assistance is provided.
- (e) Grantee acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with the assurances in (a) through (d) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Grantee and any contractor, subcontractor, successor, transferee, and assignee:

The contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31

CFR part 22, and herein incorporated by reference and made a part of this agreement.

- (f) Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
 - (g) Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.
 - (h) Grantee must maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State.
 - (i) Grantee must provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.
 - (j) The United States of America has the right to seek judicial enforcement of the terms of this assurance Section 12.3 and nothing in this Section 12.3 alters or limits the federal enforcement measures that the United States may take in order to address violations of this Section 12.3 or applicable federal law.
- 12.4. Grantee agrees to comply, if applicable, with requirements of the Hatch Act (5 U.S.C. §§ [1501–1508](#) and [7324–7326](#)), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

- 12.5. Grantee understands that making false statements or claims in connection with this Grant is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 12.6. Pursuant to the Treasury-State Grant Agreement, and federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 12.7. Pursuant to the Treasury-State Grant Agreement, and federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State encourages the Grantee to adopt and enforce policies that ban text messaging while driving.
- 12.8. Grantee must provide for compliance with the applicable requirements of the laws, regulations, and Treasury guidance in Section 5.2 of this Agreement, and with other applicable federal statutes, regulations, and executive orders by other parties in any agreements it enters into with other parties relating to this Grant.
- 12.9. In the Treasury-State Grant Agreement, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Grant or any other losses resulting in any way from the performance of this Grant or any contract or subcontract under this Grant. Furthermore, in the Treasury-State Grant Agreement, Treasury also states that the acceptance of the award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this Grant.
- 12.10. In accordance with [41 U.S.C. § 4712](#), Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the statement above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;
- (b) An Inspector General;
- (c) The Government Accountability Office;

- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury;
- (g) A management official or other employee of the State, DED, or the Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee must inform its employees in writing of the rights and remedies provided under this Section 12.10, in the predominant native language of the workforce.

13. EFFECTIVE DATE AND TERMINATION

- 13.1. This Agreement shall become effective upon the last signature after full execution by both Parties.
- 13.2. This Agreement shall terminate automatically 60 days after DED completes closeout of this Grant.
- 13.3. Upon termination, Sections 1, 2, 3, 4, 11, 14, and 15.5(g) of this Agreement shall survive and continue in force.

14. DEFAULT AND REMEDIES

- 14.1. Grantee's knowing misrepresentation of a material fact to DED, whether in Grantee's Application, this Agreement, a Request for Program Funds, or in any communication or document in connection with the Program, is a default event, in which case DED may cancel this Grant, and Grantee shall have no right or claim to this Grant and shall forfeit and repay the Program Funds received by Grantee under this Grant, plus any program income attributable to the Program Funds.
 - (a) For the purposes of this Section 14.1 of this Agreement, "knowing" means Grantee's shareholders, directors, officers, and other employees know or should have known, after reasonable investigation.
- 14.2. Grantee's failure to perform the work in accordance with the terms of this Agreement, maintain satisfactory performance as determined by DED, or otherwise comply with the terms of this Agreement is a default event, in which case DED may take one or more of the following actions:
 - (a) The imposition of additional award conditions in accordance with 2 CFR 200.208 (Specific conditions), if necessary to cure a default event under this Agreement;
 - (b) Temporarily withholding Program Funds pending the correction of the deficiency;
 - (c) The disallowance of costs and the establishment of an accounts receivable;

- (d) Restricting Grantee to receiving Program Funds only through a cost reimbursement method, as described in Section 8.5(a) of this Agreement;
 - (e) Wholly or partially suspending or terminating the Grant and this Agreement;
 - (f) Require Grantee to return to DED any Program Funds used for ineligible purposes or unallowable costs;
 - (g) Initiating suspension or debarment proceedings in accordance with 2 CFR parts 180 and 1326; and
 - (h) Such other remedies as may be legally available.
- 14.3. DED shall give written notice to Grantee as set forth in Notice to Grantee in Section 1 of this Agreement, in writing, if DED takes any of the actions in Section 14.2 of this Agreement, describing the basis for any action, and the effective date(s) of any action.
- 14.4. Costs to the Grantee resulting from financial obligations incurred by Grantee during a suspension or after termination of this Grant are not allowable costs unless DED expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:
- (a) The costs result from financial obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and
 - (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

15. STANDARD TERMS

- 15.1. **Federal Laws and Regulations.** This Agreement is subject to the laws and regulations of the United States. Grantee must comply with all applicable requirements of all Federal laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 15.2. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Grantee must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 15.3. **Ongoing Representations.** All statements and representations by Grantee in Grantee's Application, this Agreement, any Request for Program Funds, or in any other writing delivered in connection with the performance of the Grant or this Agreement, shall survive the signing and delivery thereof and shall be continuing representations unless and until revised by Grantee in a writing delivered to DED.

15.4. **Grantee Status.** Grantee shall not represent Grantee or Grantee's employees to be employees of DED or the State.

15.5. **IRC 501(c) Grantees.** If Grantee is an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended:

- (a) Grantee understands and agrees that in the course of performing the Project, including reporting on the Project and in the State's/DED's monitoring of the Project, it will provide information to the State, DED, their employees and officials, just as any non-IRC 501(c) Grantee would.
- (b) Grantee understands that this information may include "personal information" as that term is defined in [§ 105.1500 RSMo](#) ("Personal Information"),
- (c) Grantee represents that it voluntarily applied for this Program with the understanding that it may need to provide Personal Information not only in Grantee's Application, but also from time-to-time in the course of the Project due to reporting on and monitoring of the Grant, just as any non-IRC 501(c) Grantee would.
- (d) Grantee hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials are requiring or otherwise compelling Applicant to release any such information.
- (e) Grantee further understands that the State and DED may retain records received from Grantee that contain personal information, and that the State, DED, and their employees and officials may, just as they would with any non-IRC 501(c) Grantee, share the records, including Grantee's Application, with contractors and members of any review or advisory committee for the following purposes:
 - i. Determining eligibility and qualifications of applicants;
 - ii. Scoring applications;
 - iii. Ranking applications;
 - iv. Reviewing and advising on recommended awards;
 - v. Conducting risk assessments on awarded projects; and
 - vi. Monitoring and conducting closeout on awarded projects.
- (f) Grantee further understands that members of the Missouri General Assembly may request information regarding the Program, including applicants, applications, and other information that may include Personal Information.
- (g) Grantee hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials, in releasing information as described in Sections 15.5(e) and (f), are releasing, publicizing, or otherwise publicly disclosing Personal Information.

15.6. **Grantee's Vendors, Contractors, and Subcontractors**

- (a) Grantee shall not enter into a contract with any vendor, contractor, or subcontractor that is suspended or debarred by the State (check <https://purch.oa.mo.gov/media/pdf/suspendeddebarred-vendors> and <https://oa.mo.gov/facilities/project-management/debarred-contractors>).
- (b) Grantee must ensure that its vendors, contractors, or subcontractors that are required to register with the Missouri Secretary of State are registered and in good standing with the State of Missouri by checking the entity on the [Missouri Secretary of State's business entity search](#) or by requiring a copy of a certificate of good standing.

15.7. **Authorized Employees – Federal Law.** Grantee must comply with the Immigration Reform and Control Act, 8 U.S.C. § 1324a *et seq.*, which prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment.

15.8. **Authorized Employees – Missouri Law.** Pursuant to § 285.530.1 RSMo, Grantee must not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

- (c) Grantee submitted with an Affidavit and the Employment Eligibility Verification Program ("E-Verify") Memorandum of Understanding that it will use for employees with Grantee's Application to DED.
- (d) Grantee hereby reaffirms its enrollment and participation in E-Verify with respect to the employees working in connection with this Agreement.

15.9. **Funds Availability.** Funding for this Agreement must be appropriated by the Missouri General Assembly and approved by the Governor for each fiscal year in which Grantee submits Requests for Program Funds to DED. Therefore, this Agreement shall not be binding upon DED for any period in which funds have not been appropriated or approved, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by such unavailability of funds.

15.10. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Grantee and Notice to DED in Section 1 of this Agreement.

- (a) Notwithstanding Section 15.11 of this Agreement to the contrary, DED and Grantee may from time to time designate, unilaterally and by written notice given under this Section to the other, additional or substitute contact information.
- (b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.

- 15.11. **Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.
- 15.12. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:
- (a) Headings are for reference purposes only and shall not alter the interpretation of this Agreement;
 - (b) Words importing the singular may include the plural and vice versa, as reasonably required by context;
 - (c) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;
 - (d) References to a statute, regulation, federal notice, or executive order means such statute, regulation, federal notice, or executive order as amended from time to time; and
 - (e) References to a party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.
- 15.13. **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.
- 15.14. **Consent to Jurisdiction.** Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, and by signing and delivering this Agreement to DED, Grantee hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid court.
- 15.15. **No Assignment.** Grantee shall not assign, including by merger (if Grantee is the disappearing entity), consolidation, dissolution, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this Section 15.15 will be void.
- 15.16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.
- 15.17. **No Third Party Beneficiaries.** This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.
- 15.18. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
- 15.19. **Legal Capacity.** The signatories to this Agreement on behalf of the Parties represent that they have full capacity and authorization to sign this Agreement and bind their respective Parties.

- 15.20. **No Violation of other Contracts.** The signing, delivery, and performance of this Agreement by Grantee will not violate, conflict with, require consent under, or result in any breach or default under the provisions of any material contract or agreement to which Grantee is a party.
- 15.21. **Licenses, Permits, and Approvals.** Grantee has obtained, or is capable of obtaining, all material licenses, authorizations, approvals, consents, or permits required by applicable laws to conduct its business generally and to perform its obligations under this Agreement.
- 15.22. **Counterparts.** This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.23. **Electronic Signatures.** The Parties agree that electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and have the same force and effect as a wet signature. Delivery of a copy of this Agreement or any amendment to this Agreement bearing a wet or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a wet or electronic signature.
- 15.24. **Electronic Documents.** Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

16. ENTIRE AGREEMENT

- 16.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

[The remainder of this page is intentionally blank. Signature page follows.]

Department of Economic Development

By:

Michelle Hataway, Acting Director

Date signed

Grantee

By:

Signature

Printed Name

Printed Title

Date signed

Approved as to Form (if applicable)

City Attorney, or designee

Exhibits

- Exhibit 1 Program Guidelines
- Exhibit 2 Treasury-State Grant Agreement
- Exhibit 3 Grantee's Final Project Budget



Missouri Department of
Economic Development

INDUSTRIAL SITE DEVELOPMENT GRANT

Program Guidelines | Revised 12.5.2022

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PROGRAM GUIDELINES

Industrial Site Development Grant Program | Revised December 7, 2022

1. PURPOSE

The Industrial Site Development Grant Program (Program) helps communities develop shovel-ready industrial sites to support business expansion and attraction.

The Missouri General Assembly appropriated \$75 million to the Department of Economic Development (DED) in House Bill 3020 at § 20.070 (2022), designating \$50 million to be used in sites of 1,000 or more contiguous acres and \$25 million to be used in sites of less than 1,000 contiguous acres.

The Program is funded through the U. S. Department of the Treasury (Treasury) Coronavirus State Fiscal Recovery Fund (SFRF) authorized by the American Rescue Plan Act (ARPA). As a result, the grant must comply with various federal requirements, including Treasury regulations in 31 CFR part 35.

2. TIMELINE

The Department intends to award all funds in one funding round, but may hold additional funding rounds prior to June 30, 2024 to ensure all available funds have been obligated prior to the ARPA funding deadline.

October 19, 2022 | Draft guidelines posted for public comment

December 7, 2022 | Final guidelines posted

December 21, 2022 | Application cycle opens

February 20, 2023 | Application cycle closes

April 2023 | Anticipated award announcements

NOTE: Once an application cycle is opened, Applicants will have 60 days to submit applications. The dates above are subject to change.

3. FUNDING CATEGORIES

The General Assembly appropriated the funds based on the size of the site.

3.1 MEGA SITES

Total funds available: \$50 million

Defined as: The creation or expansion of an industrial site that is at time of application, or as a result of a successful project, 1,000 or more contiguous, developable acres.

3.2 PREMIER SITES

Total funds available: \$25 million

Defined as:

The creation or expansion of an industrial site that, as a result of a successful project would be more than 50 and less than 1,000 contiguous, developable acres.

4. APPLICANTS

Applicants are the entities receiving funds from the State to carry out the proposed project.

4.1 ELIGIBLE APPLICANTS

The General Assembly appropriated the funds for political subdivisions. The following entities are eligible to receive funds from the Program:

1. Missouri municipalities (incorporated cities, towns, or villages)
2. Missouri counties
3. Missouri levee districts (organized pursuant to Chapter 245 RSMo)
4. Missouri Industrial Development Authorities (organized pursuant to Chapter 349 RSMo)
5. Port authorities (organized pursuant to Chapter 68 RSMo)
6. Other political subdivisions that conduct economic development activities

4.2 INELIGIBLE APPLICANTS

Ineligible applicants for this Program include:

1. For-profit organizations
2. Nonprofit organizations
3. Entities that are debarred or suspended from participation in federally funded programs.

5. ACTIVITIES

5.1 ELIGIBLE ACTIVITIES

All applications must be for the expansion or creation of an industrial site or park. Planning-only projects are not an eligible use of Program funds.

5.1.1 Land Assemblage

1. Acquisition of properties (subject to the Uniform Relocation Act - [49 CFR part 24](#))

5.1.2 Site Feasibility & Planning

1. Feasibility studies to support a comprehensive site plan, including:
 - a. Current land use and zoning (and timelines for zoning changes if applicable)
 - b. Engineering
 - c. Building permit requirements
 - d. Fire department requirements
 - e. Building setbacks
 - f. Storm drainage
 - g. Parking setbacks and requirements
 - h. Landscape setbacks and requirements
 - i. Lighting ordinances
 - j. Signage requirements
 - k. Road transportation access and any requirements set forth by Missouri Department of Transportation
 - l. Rail transportation access and related requirements
 - m. Off-site improvements that support the project
 - n. Utilities information, including:
 - i. Water: (1) Current / projected service provider; (2) Current and projected service capacity; (3) Projected development / expansion capacity requirements and timeline
 - ii. Wastewater: (1) Current / projected service provider; (2) Current and projected service capacity; (3) Projected development / expansion capacity requirements and timeline
 - iii. Power: (1) Current / projected service provider; (2) Current and projected service capacity; (3) Projected development / expansion capacity requirements and timeline
 - iv. Natural Gas: (1) Current / projected service provider; (2) Current and projected service capacity; (3) Projected development / expansion capacity requirements and timeline

5.1.3 Site Engineering

1. Environmental study, including Phase I and Phase II
2. Geotechnical study
3. Site / property survey

5.1.4 Site Preparation

1. Site clearance
2. Soil preparation
3. Construction grading
4. Environmental mitigation and/or remediation costs for brownfield site

5.1.5 Infrastructure Development

1. Road, curb and gutter, sidewalk, expansion and improvement of flood control management, and storm drainage construction and expansion (as applicable)
2. Rail access development (if applicable)
3. Expansion of wastewater and water facilities and infrastructure to the extent necessary for site development (if applicable)
4. Expansion of electric infrastructure to the extent necessary for site development (if applicable)
5. Expansion of natural gas infrastructure to the extent necessary for site development (if applicable)

5.2 INELIGIBLE ACTIVITIES

Grant funds may not be used for the following activities:

1. A program, service or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. This includes programs or services that impose conditions for participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with practices included in CDC guidance. (See [Treasury's SFRF Final Rule Notice](#), 87 FR 4340, 4431, for more information).
2. Generally projects that are otherwise eligible for funding under other ARPA Programs in the State of Missouri may not be considered under this Program.
3. Demolition of vacant or abandoned residential properties that exacerbates the COVID-19 pandemic's impact on housing insecurity or lack of affordable housing (see [Treasury's SFRF Final Rule Notice](#), 87 FR 4343-45, 4374-75, for more information).
4. Funds may not be used to develop or expand industrial sites that are barred from development or expansion by state or federal agencies (e.g., Missouri Department of Natural Resources, U.S. Environmental Protection Agency) due to environmental or other regulatory constraints applicable to the site. If a remediation plan is an allowable alternative per the applicable regulatory agency, applicant must

submit the agency-approved remediation plan to be eligible for Program funds.

6. PROJECT BUDGET

Applicants will be required to submit a detailed budget for the project that includes anticipated costs of the proposed project, as well as matching funds (for more information on matching funds, see [section 7.5](#) of these Guidelines).

6.1 ELIGIBLE TIME PERIOD

Reimbursement will only be issued for allowable costs incurred after March 3, 2021, and before September 30, 2026.

6.2 MINIMUM AND MAXIMUM AWARDS

Grants will be subject to the following limitations:

1. Grant minimum: \$500,000; and
2. Maximum award is limited to available funds Funding Category identified in [section 3](#) of these Guidelines.

Mega Site Maximum Award: \$50 Million

Premier Site Maximum Award: \$5 Million

6.3 ELIGIBLE COSTS

Grantees¹ will be able to request reimbursements on up to a monthly basis for costs to carry out the project. Costs for which reimbursement is requested must meet certain requirements to be eligible for reimbursement. Treasury has determined that certain provisions in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in [2 CFR part 200](#) (Uniform Guidance) apply for this Program, while others do not. There are cost principles in Subpart E of the Uniform Guidance that apply to this Program that are not repeated in full in these Guidelines.² To be a cost eligible for reimbursement generally, the cost must be reasonable and necessary to carry out the project, and have been incurred directly or indirectly in the performance of the project.

Examples of eligible project costs are:

1. New construction, expansion, or renovation costs.

¹ Upon award, applicants are referred to as a grantee.

² This Program is being funded with “Revenue Replacement” funds and is subject to different requirements than other ARPA funded programs. In [Treasury’s Final Rule FAQs](#), FAQ #13.15 sets forth which provisions in the Uniform Guidance apply when Revenue Replacement funds are used, including which cost principle provisions in Subpart E apply.

2. Paid services necessary for construction such as legal, architectural, engineering, etc.
3. Rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned properties to reduce their negative impact.
4. Demolition or deconstruction of vacant or abandoned buildings.
5. Other costs such as environmental assessment, appraisal, permits, and inspections.
6. Grant administration costs not to exceed the lower of 4% of the grant award or \$100,000.
 - a. Grant administration activities are limited to costs related to facilitating project completion, and must be included in project budget as part of the application. Administration may include, but is not limited to, services for: procurement, contract management, labor standards, equal opportunity/civil rights, property management, accounting, reporting, and project closeout. Audit costs must be budgeted separately from administrative costs.

6.4 INELIGIBLE COSTS

The following costs may not be reimbursed by the grant or counted as local matching funds:

1. Any costs incurred prior to March 3, 2021.
2. Costs not paid and submitted to DED by September 30, 2026.
3. Costs of ineligible activities (see [section 5.2](#) of these Guidelines).
4. Duplication of Benefits Prohibited: Costs that have been or will be reimbursed by other funds, including but not limited to federal, state or local economic development program incentives, grants, insurance reimbursements, forgivable loans, or federally insured loans.

6.5 LOCAL MATCH OR PRIVATE INVESTMENT

In all cases, Applicants are required to document some combination of local match or private investment ([section 6.6](#)) in the site equal to at least 50% of the projected total project cost. Applicants may document this investment through local match (sections 6.5.1-6.5.3, below) or through new private investment committed to the project.

Although a 50% local match/private investment is required, projects that provide documentation of local match/private investment that is greater than 50% will score higher.

6.5.1 Eligible Local Match

The following are eligible as local match:

1. Local sources of cash

2. Local payment for grant administration services
3. Coronavirus Local Fiscal Recovery Funds (CLFRF) received through ARPA
4. Other local Federal fund sources (if that grant allows it to be matched with ARPA SFRF Revenue Replacement funds)
5. Loans or other cash funded through Missouri Development Finance Board
6. Donation of real property by Applicant
7. Other activities proposed and approved by the Department

Eligible expenses incurred on or after March 3, 2021, and paid with sources of funding identified in this section, may be counted toward local match. All local match fund sources must be identified in the submitted project budget, which must include the uses for each fund source.

6.5.2 Ineligible Local Match

The Program does not allow in-kind contributions as match.

6.5.3 Documenting Local Matching Funds

The Applicant must submit documentation demonstrating capacity to provide the matching funds, to include the local match and financial statements from participating organizations (as applicable). The Applicant must provide documentation that the matching funds will:

1. Be committed to the project for the period of performance;
2. Be available as needed; and
3. Not be conditioned or encumbered in any way that may preclude its use consistent with the requirements of this Program.

To meet these requirements, Applicants must submit, for each source of the matching share, an MOU or similarly authorizing document that is signed by an authorized representative of the organization providing the matching funds. Appropriate authorizing documents include:

1. A commitment letter;
2. A board resolution; or
3. Equivalent document.

Additional documentation may be requested by DED to substantiate the availability of the matching funds.

6.6 PRIVATE INVESTMENT

In addition to, or as an alternative to local match, private entities may commit to invest in the industrial site proposed as Applicant's project. For

example, this can include the private purchase of property, the development of fixed infrastructure assets (i.e. road, sidewalk, gutter, storm water management) on the site, the private expansion of utility assets (i.e. electric, gas, water, wastewater, greater than or equal to 100/20 Broadband) to the site, or the value of rail expansion to the site.

6.6.1 Documenting Private Investment

The Applicant must submit documentation stating all sources, project type, and amount of private investment that is being conducted at the site.

To meet this requirement, Applicants must submit, for each source of the private investment, an authorizing document that is signed by an authorized representative of the private entity (or entities) that are committing the investment.

Appropriate authorizing documents include:

1. A commitment letter; or
2. Equivalent document.

Additional documentation may be requested by DED to substantiate the private investment.

7. SELECTION CRITERIA

This Program is a competitive grant. To qualify to be scored, Applicants must meet all of the eligibility requirements listed in [section 7.1](#) below. Applications will then be scored and ranked based on the criteria list in [section 7.2](#).

7.1 ELIGIBILITY REQUIREMENTS

Applicants must demonstrate that the proposed project meets the following requirements before their application will be considered for funding:

1. The Applicant can demonstrate site control through site ownership, a signed option to purchase, or letters of commitment (signed, dated, with dollar amount and terms of expiration) from landowners whose properties compose the identified site.
2. The Applicant is registered with the Missouri Secretary of State to conduct operations in the State, if applicable to the entity type, and provides a certificate of good standing with its application;
3. The Applicant is registered in [SAM.gov](https://sam.gov), and can provide a Unique Entity Identifier that was generated by SAM.gov (Note: DUNS numbers

have been removed from SAM.gov as of April 4, 2022 – existing registered entities can find their Unique Entity ID by visiting the SAM.gov website and following the instructions for requesting a Unique Entity ID). If an Applicant is in process of obtaining its Unique Entity ID, that will be satisfactory to proceed to scoring; however, no Grant Agreement will be entered into with an Applicant until it has a Unique Entity ID;

4. The Applicant has a Missouri Tax ID Number (EIN);
5. The Applicant has a Federal Employer Identification Number (FEIN);
6. The Applicant is not delinquent in taxes owed to the State of Missouri;
7. The Applicant has signed the Certification Regarding Debarment and Suspension and Other Responsibility Matters document provided by DED;
8. The Applicant is enrolled in E-Verify and provides a copy of its signed Memorandum of Understanding with the U.S. Department of Homeland Security, as required by [§ 285.530 RSMo](#)³;
9. The Applicant is an eligible entity listed in [section 4](#) of these Guidelines;
10. The proposed project includes eligible activities as outlined in [section 5](#) of these Guidelines.

7.2 SCORING FACTORS

Applications meeting the requirements in [section 7.1](#) of these Guidelines will be scored and ranked based on the criteria listed in the scorecard in [Appendix A](#) (Mega Sites) or [Appendix B](#) (Premier Sites) of these Guidelines.

Funds for each Funding Category listed in [section 3](#) of these Guidelines will be awarded based on a score from highest to lowest until all funds have been obligated from that category. Should two or more projects score the same, funds will be awarded in the order completed applications were received by DED.

7.2.1 Scoring Process

Scoring will be completed as follows:

1. Each application will be reviewed and scored by a committee.

³ The [E-Verify Program](#) is currently the only federal work authorization program as described in § 285.530 RSMo. If Applicant is not already enrolled in E-Verify, go to <https://e-verify.uscis.gov/enroll/> to enroll in the program. Applicant can provide a copy of the entire MOU or it can provide the last few pages starting with the signature page. Include the page(s) with "Information relating to your Company" and "Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State", which should be the pages immediately after the signature page.

2. Applications will be ranked by final score within their respective Funding Category listed in [section 3](#) of these Guidelines.

2a. Mega Sites: Once ranked, projects will be awarded from highest to lowest until funds are exhausted. If two or more projects score the same, funds will be awarded in the order completed applications were received.

2b. Premier Sites: Once ranked, projects will be mapped by [economic region of the state](#). The top-ranking project in each region will receive funding, provided that project scores in the top 10% of all projects. The remaining projects will then be awarded based on score (from highest to lowest) until funds are exhausted. If two or more projects score the same, projects will be awarded in the order completed applications were received.

7.2.2 Workforce Scoring for Mega Sites

All Mega Sites applications will undergo a labor shed data analysis conducted by DED using the [US Census On The Map](#) tool. Sites will be searched by Metropolitan / Micropolitan Statistical Area (MSA), with the following parameters:

Home/Work Area: Work

Analysis Type: Inflow/Outflow

Year: 2019

Job Type: All Jobs

Workforce will be scored based on the sum of all Inflow, Outflow, and Intra MSA workers.

8. APPLICATION PREPARATION

8.1 APPLICATION SUBMISSION

Applicants can access and complete the application for this Program using the [MO DED ARPA Application Portal](#). Once applications are made available, applicants will have 60 days to submit complete applications.

8.1.2 Submitting Multiple Applications

Applicants wishing to submit multiple projects for grant funding will need to submit multiple applications using their ARPA Grant Portal Account.

8.2 REQUIRED DOCUMENTATION

Applicants will be required to submit documentation to DED through the ARPA Application Portal demonstrating eligibility and supporting their application narratives. A list of acceptable documentation is contained in [Appendix C](#) of these Guidelines.

8.3 REQUIRED NARRATIVE

Applicants will be required to submit several detailed narratives to help illustrate the impact of the proposed project, the Applicant's experience and capacity, the level of company collaboration, and economic impact.

8.3.1 *Project Overview Narrative*

The Applicant's project overview narrative must clearly articulate the following:

1. General overview of the proposed project, including a summary of the project plans, listing of project partners (which may include private land owners), and overall timeline of the project.

If applying for an expansion project under the Premier Sites funding category, the narrative must include both existing industrial site size prior to expansion and anticipated size post-expansion.

2. Description of how project partners will participate in the project and/or conduct project activities (example: Applicant may be conducting improvements in support of industrial activities on private partner-owned site).
3. Applicants should clearly articulate plans for future marketing of the site, supported by qualitative and/or quantitative data. The marketing plan can include:
 - a) Recruitment and Retention efforts planned to fill the site
 - b) Anticipated business expansions on the site (if applicable)
4. Specific, measurable, achievable, relevant, and time bound performance measures will be tracked to show that the progress of the proposed project.

8.3.2 Community Priority Narrative

Projects should be in alignment with community priorities. This should be illustrated by one or both of the following in the Applicant's community priority narrative:

1. Clearly illustrate broad support for the project across stakeholder groups through both narrative and submission of project support letters.
2. Demonstrate that the project is a continuation of an ongoing economic development plan.

8.3.3 Workforce Narrative

Applicant must submit workforce information, to include a list of higher education facilities located within 50 miles of the site, and a description of any past partnerships with any higher education facilities that support workforce development.

8.3.4 Past Performance Narrative

The Applicant's past performance narrative should clearly detail examples of past projects administered by the Applicant that:

1. Exhibit similar federal funding requirements, tracking, monitoring and compliance; and
2. One of the following:
 - a. Exhibit similar budget to the proposed project; or
 - b. Exhibit similar measurable outcomes to those proposed in the application.

8.3.5 Budget

The Applicant must submit a budget that includes itemized anticipated costs, clear milestones and timelines for when costs are expected to be paid, and the specific sources and uses of funds.

8.3.6 Accounting and Financial Systems Narrative

The accounting and financial systems narrative thoroughly articulates that the Applicant has each of the following in place:

1. Appropriate accounting controls
2. Financial reporting systems

9. AGREEMENTS

9.1. GRANT AGREEMENT

1. If an Applicant's project is awarded a Program grant, the Applicant, or Grantee, will enter into a grant agreement with DED (Grant Agreement),

committing to complete the project as set forth in the application, among other obligations.

2. The Grant Agreement will pass through to the Subrecipient applicable requirements imposed on the State of Missouri under its agreement with Treasury. The Grant Agreement will also include state law and other requirements for Program administration.

3. Because this Program is federally funded, various federal laws, regulations, and guidance will apply under the Grant Agreement. Prospective Applicants are encouraged to acquaint themselves with some of the requirements by visiting these resources:

- (a) The [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200, to the extent applicable to SFRF Revenue Replacement funds as set forth in Treasury's Final Rule FAQs, FAQ #13.14 and FAQ #13.15](#);
- (b) Uniform Relocation Act [49 CFR part 24](#);
- (c) [42 U.S.C. § 802](#), Coronavirus State Fiscal Recovery Fund (SFRF);
- (d) [31 CFR part 35](#), Treasury's SFRF regulations;
- (e) [Treasury's SFRF webpage containing guidance on compliance](#).

4. Recipient will be required to submit documentation demonstrating ownership (e.g., warranty deed or closing statement) or site control (e.g., leasehold interest) before funds will be released.

5. The Grant Agreement will also include requirements regarding the following:

- (a) In addition to documents submitted to obtain reimbursement of costs, Grantees may be required to submit reports to DED in a format and frequency to be specified by DED, to include project activities and associated expenditures, and any data allowance metrics.
- (b) DED may monitor the Grantee for compliance with the terms of the Grant Agreement and applicable federal laws, regulations, and guidance; and Grantee will cooperate in all monitoring.
- (c) Record retention and inspection.

(d) Audits relating to the grant, including cooperating with federal and state representatives and providing requested access, information, and records for such audits.

(e) If DED determines, based on monitoring, an audit, or otherwise, that a Grantee is not complying with the terms of the Grant Agreement and applicable federal laws, regulations, and guidance, DED may take actions as set forth in, but limited to, [2 CFR § 200.339](#).

6. Records created in the administration of the Program and in communications about it, including records submitted by and provided to Applicants and Grantees, will be subject to federal and state open records laws. DED may be required to disclose some information in the records relating to the Program or in agency communications upon DED's receipt of a third party request.

7. DED may disclose grant records to other state agencies or public governmental bodies in the course of administering the grant.



Missouri Department of
Economic Development

APPENDIX A: MEGA SITES SCORECARD

Industrial Site Development Grant Program | Revised 12.5.2022

Criteria	Mega Site Maximum Score
1. Site Characteristics	390
A. Site Control	75
B. Site Readiness	50
C. Infrastructure	40
D. Accessibility	225
D1-Road Access	75
D2- Rail & Intermodal Access	50
D3- Airport Access	50
D4- Workforce Access	50
2. Prior Investment & Community Support	45
A. Pre-Application Site Investment	30
B. Community Support	15
3. Applicant Experience & Capacity	40
A. Project Match and/or Private Investment	20
B. Budget & Timeline	10
C. Financial Management	10
TOTALS	475

1. SITE CHARACTERISTICS			
Site Control	Criteria	Possible Points	Points Total
PREFERRED: Applicant or project partner(s) owns site SATISFACTORY: Applicant or project partner(s) does not own site, but an option to purchase is in place. MARGINAL: Applicant or project partner(s) does not own site. There is not an option to purchase is in place, but applicant provides letter of commitment to sell from land owner. NO POINTS Applicant or project partner(s) does not own the site, has no option to purchase, and does not include a commitment letter from owner.	PREFERRED SATISFACTORY MARGINAL NO POINTS	51-75 points 26-50 points 1-25 points 0 points	
Site Control Points (up to 75)			
SITE READINESS	Criteria	Possible Points	Points Total
SATISFACTORY: (A) Site has undergone all of the following studies: 1) Phase I and/or Phase II 2) Archeological and/or Historical 3) Endangered Species 4) Geotechnical (including seismic) ...and can document the following results: Studies (1, 2, 3) have cleared site from impact, or impacts have been cleared per study findings; and Geotechnical (4) report indicates that site is clear of impact risk from poor soils as well as seismic activity.	PREFERRED SATISFACTORY MARGINAL NO POINTS	31-50 points 16-30 points 1-15 points 0 points	

<p>(B) Site is zoned for industrial use; OR County of site does not maintain zoning standards, negating zoning need; OR property is zoned/used for agricultural, but relevant local government certifies willingness to re-zone property to facilitate industrial development.</p> <p>(C) Site has been fully surveyed, and is free of encumbering Easements or Rights of Way.</p> <p>(D) Site is located adjacent to developable land for potential future expansion.</p> <p>(E) Site is located outside of 500-year floodplain OR If site is located in a floodplain or levee district, the applicant can demonstrate successful mitigation measures or has all relevant permits in-hand to develop or expand a levee or other flood control to support the project.</p> <p>(F) Feasibility and Site Development planning has been conducted for the site, and includes, as applicable for the local jurisdiction:</p> <ul style="list-style-type: none"> a. Site Engineering b. Storm Drainage c. Building Permit Requirements d. Timeline for Building Permit processing e. Fire Department Requirements f. Building Setback Requirements g. Parking Setback Requirements h. Landscape Setbacks and Requirements i. Lighting Ordinances j. Signage Requirements <p>SATISFACTORY:</p> <p>(A) Site has undergone all of the following studies:</p>			
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<p>1) Phase I and/or Phase II 2) Archeological and/or Historical 3) Endangered Species 4) Geotechnical (including seismic) ...and can document the following results:</p> <p>(1) Site is in the process of being cleared of potential impact from environmental concerns (2, 3) site is in the process of clearing the site from impact, or impacts have been cleared per study findings (4) Geotechnical report indicates that site is clear of impact risk from poor soils as well as seismic activity (B) Site is located in a county that maintains a zoning standard, and has begun re-zoning process to permit industrial use, OR is included in relevant local government's comprehensive, or master land use, or master land use plan for industrial use. (C) Site has been at least partially surveyed, and is free of encumbering easements or rights of way. (D) Site is located adjacent to developable land for future expansion (E) Site is located outside of 500-year floodplain OR if site is located in a floodplain or levee district, the applicant can demonstrate that development of successful mitigation measures has begun and all relevant permits have been obtained. (F) Feasibility and Site Development planning has been conducted for the site, and includes, as applicable for the local jurisdiction:</p>			
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<ul style="list-style-type: none"> a. Site Engineering b. Storm Drainage c. Building Permit Requirements d. Timeline for Building Permit processing e. Fire Department Requirements f. Building Setback Requirements g. Parking Setback Requirements <p>MARGINAL:</p> <p>(A) Site has undergone all of the following studies:</p> <ul style="list-style-type: none"> 1) Phase I and/or Phase II 4) Geotechnical (including seismic) <p>...and can document the following results:</p> <ul style="list-style-type: none"> (1) Site is in the process of being cleared of potential impact from environmental concerns (4) Geotechnical report indicates that site is clear of impact risk from poor soils as well as seismic activity <p>AND</p> <p>Site has not yet undergone the following studies: (2) Archeological and/or Historical or (3) Endangered Species</p> <p>(B) Site is located in a County that maintains a zoning standard, and has not begun re-zoning process to permit industrial use, nor is it included in relevant local government's comprehensive, or master land use, or master land use plan for industrial use.</p> <p>(C) Site has been at least partially surveyed, and is may include some encumbering Easements or Rights of Way.</p> <p>(D) Site is not located adjacent to developable land for future expansion</p>			
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<p>(E) Site is located outside of 100-year floodplain OR if site is located in a floodplain or levee district, the applicant can demonstrate that the process of seeking permits for mitigation measures has begun.</p> <p>(F) Feasibility Planning has not been conducted for the site, however, site development planning has been conducted for the site.</p> <p>NO POINTS:</p> <p>(A) Site has not undergone any of the following studies:</p> <ol style="list-style-type: none"> 1) Phase I and/or Phase II 2) Archeological and/or Historical 3) Endangered Species 4) Geotechnical (including seismic) <p>(B) Site is located in a County that maintains a zoning standard, and has not begun re-zoning process to permit industrial use, nor is it included in relevant local government's comprehensive, or master land use, or master land use plan for industrial use.</p> <p>(C) Site has not been surveyed, and includes encumbering Easements or Rights of Way.</p> <p>(D) Site is not located adjacent to developable land for future expansion</p> <p>(E) Site is located in a floodplain and the applicant has not completed mitigation measures, nor begun the process of obtaining the relevant permits.</p> <p>(F) Neither feasibility nor site development planning has been conducted for the site.</p>			
Site Readiness Points (up to 50)			

INFRASTRUCTURE	Criteria	Possible Points	Points Total
<p>PREFERRED: (A) Applicant submitted complete service descriptions, including current and projected service providers as well as current or projected service capacity. Submitted minimums for current or projected capacity include:</p> <ol style="list-style-type: none"> 1. Water (minimum 12" line to curb) 2. Sewer 3. Power (minimum 3 phase to curb) 4. Natural Gas to curb 5. Greater than or equal to 100/20 Broadband to curb <p>(B) Applicant submitted infrastructure maps, which include labels by infrastructure type, as well as site boundaries and access points.</p> <p>(C) Applicant submitted projected development/expansion capacity requirement and timeline (as applicable), including maps for expansion planning OR justification for no expansion plans to accommodate industrial site development.</p> <p>SATISFACTORY: (A) Applicant submitted service descriptions, including current and projected service providers as well as current or projected service capacity. Submitted minimums for current or projected capacity include:</p>			
	PREFERRED	30-40 points	
	SATISFACTORY	19-29 points	
	MARGINAL	1-18 points	
	NO POINTS	0 points	

<ol style="list-style-type: none"> 1. Water (minimum 12" line to curb) 2. Sewer 3. Power (minimum 3 phase to curb) 4. Natural Gas to curb 5. Greater than or equal to 100/20 Broadband to curb <p>(B) Applicant submitted incomplete infrastructure maps, which include labels by infrastructure type, as well as site boundaries and access points.</p> <p>(C) Applicant submitted incomplete projected development/expansion capacity requirement and timeline (as applicable), including maps for expansion planning.</p> <p>MARGINAL:</p> <p>(A) Applicant submitted incomplete service descriptions, including current and projected service providers.</p> <p>(B) Applicant submitted incomplete site map(s),</p> <p>(C) Applicant submitted incomplete projected development / expansion capacity requirements and timeline (as applicable).</p> <p>NO POINTS:</p> <p>(A) Applicant did not submit service descriptions of current and projected service providers and capacity.</p> <p>(B) Applicant submitted map(s) that do not illustrate infrastructure assets (existing or planned).</p> <p>(C) Applicant did not submit projected development/expansion</p>			
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of capacity and did not demonstrate sufficient existing capacity.			
Site Infrastructure Points (up to 40)			
ACCESSIBILITY: Road Access	Criteria	Possible Points	Points Total
Distance to nearest Interstate (4-lane) access/exit via road <i>Rank, rounding up to nearest full mile</i>	0-4 miles	45 points	
	5-9 miles	30 points	
	10-14 miles	15 points	
	15+ miles	0 points	
Distance to nearest State Highway (4-lane) access/exit via road <i>Rank, rounding up to nearest full mile</i>	0-4 miles	15 points	
	5-9 miles	10 points	
	10-14 miles	5 points	
	15+ miles	0 points	
Have required local road improvements / expansions been presented to MODOT? OR If no improvements needed = 5pts	Yes / No or None	Yes - 5 No - 0 OR None - 5	
Does current site access road route through primarily residential areas?	<i>If primary route is residential = 0</i>	Yes - 0 No - 5	
Does current site access road route within 1 block of any K-12 school or hospital?	<i>If route is within a block of a K-12 school or hospital = 0</i>	Yes - 0 No - 5	
Road Accessibility Points (up to 75)			
ACCESSIBILITY: Rail & Intermodal	Criteria	Possible Points	Points Total
Is rail service available in the site? <i>Not across any streets or property lines – located within site itself.</i>	Yes / No	Yes - 20 No - 0	

Does the site have an existing rail spur located within it? (active or inactive)	Yes / No	Yes - 5 No - 0	
Did applicant submit data indicating that navigable water to port onsite, or have Port access within 30 miles via road?	Data submitted does not indicate any navigable water to port onsite, or 30 mi Port access = No	Yes - 15 No - 0	
Did applicant submit data indicating that distance to nearest intermodal hub was within 30 miles via road?	Data submitted does not indicate any access to Intermodal Hub = No	Yes - 10 No - 0	
Rail & Intermodal Site Access Points (up to 50)			
ACCESSIBILITY: Airport Access	Criteria	Possible Points	Points Total
PREFERRED 0-30 miles to National Airport SATISFACTORY 31-100 miles to National Airport OR 0-50 miles to Regional airport MARGINAL 100+ miles to National airport OR 51+ miles to Regional airport NO POINTS Local or basic airport access only.	<u>PREFERRED</u> <u>SATISFACTORY</u> <u>MARGINAL</u> <u>NO POINTS</u>	<u>50 points</u> <u>30 points</u> <u>10 points</u> <u>0 points</u>	
Airport Accessibility Points (up to 50)			
ACCESSIBILITY: Workforce	Criteria	Possible Points	Points Total
Is site located in a Certified Work-Ready Community ?	Yes / No	Yes - 5 No - 0	

Is there at least one 4-year degree college, community college, state technical college, or career technical center facility within 30 miles of the site via road?	Yes / No	Yes - 5 No - 0	
Does narrative indicate a track record of partnerships with any higher education facilities that support workforce development?	Yes / No	Yes - 5 No - 0	
Labor Shed MSA result: Inflow + Intra + Outflow. Sums within 1,000 workers will be bumped into higher scoring bracket. <i>0 Points if not located in a Metropolitan or Metropolitan Statistical Area.</i>	<div>Above 1M</div> <div>~500K – 1M</div> <div>~250K – 500K</div> <div>~100K – 250K</div> <div>~100K or less</div>	<div>35 points</div> <div>25 points</div> <div>20 points</div> <div>15 points</div> <div>10 points</div>	
Workforce Accessibility Points (up to 50)			

2. PRIOR INVESTMENT & COMMUNITY SUPPORT

A. Pre-Application Site Investment	Criteria	Possible Points	Points Total
Financial investments made into the site by applicant or project partner from March 3, 2021- date of application. <i>Round up to nearest full dollar</i>	\$50M +	30 points	
	\$10-50M	20 points	
	\$1-10M	10 points	
	\$100k-1M	5 points	
	<\$100k	0 points	
B. Community Support	Criteria	Possible Points	Points Total
PREFERRED (A) Application outlines a project that is a continuation of an ongoing economic development plan AND/OR Application clearly illustrates broad support for the project across stakeholder groups. (B) Application includes letters of support from the following: A. Local jurisdiction elected leaders (i.e., Mayor, Presiding	PREFERRED	10-15 points	
	SATISFACTORY	5-9 points	
	MARGINAL	1-4 points	
	NONE	0 points	

<p>Commissioner, and other local elected leadership) B. At least one state representative and one state senator in the project area C. One federal elected leader D. Other stakeholders in the project area, not to exceed 5 submissions.</p> <p>SATISFACTORY (A) Application outlines a project that has been identified as a new local priority AND/OR Application illustrates some level of support for the project across stakeholder groups. (B) Application includes letters of support from the following: A. Local jurisdiction elected leaders (i.e., Mayor, Presiding Commissioner, and other local elected leadership) B. At least one state representative and one state senator in the project area D. Other stakeholders in the project area, not to exceed 5 submissions.</p> <p>MARGINAL (A) Project has not been identified as a local priority and illustrates very little support from stakeholder groups. (B) Application includes letters of support from the following: A. Local jurisdiction elected leaders (i.e., Mayor, Presiding Commissioner, and other local elected leadership)</p>			
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<p>D. Other stakeholders in the project area, not to exceed 5 submissions.</p> <p>NONE</p> <p>(A) Project has not been identified as a local priority and illustrates very little support from stakeholders.</p> <p>(B) Application does not include letters of support.</p>			
Community Support Points (up to 45)			

3. Applicant Experience and Capacity

Project Match	Possible Points	Points Total	Points Total
<p>PREFERRED: Applicant has secured and provides a clear description of local matching funds, (outlined in section 6.5.1 of these guidelines), (AND/OR) Private Investment greater than 70% of total project cost.</p> <p>SATISFACTORY: Applicant has secured and provides a clear description of local matching funds, (outlined in section 6.5.1 of these guidelines), (AND/OR) Private Investment 50-69% of total project cost.</p> <p>MARGINAL: Applicant provides a clear description of local matching funds, (outlined in section 6.5.1 of these guidelines), (AND/OR) Private Investment 50% or more of total project cost, which include federal funds sources other than local ARPA.</p> <p>APPLICATION DENIAL:</p>	<p>PREFERRED</p> <hr/> <p>SATISFACTORY</p> <hr/> <p>MARGINAL</p> <hr/> <p>DENIAL</p>	<p>14-20 points</p> <hr/> <p>6-13 points</p> <hr/> <p>1-5 points</p> <hr/> <p>0 points</p>	

Local matching funds (AND/OR) Private Investment are not yet secured .			
MATCHING FUNDS & PRIVATE INVESTMENT POINTS (up to 15)			
Budget and Timeline		Possible Points	Points Total
The timeline demonstrates key project milestones and when costs are expected to be paid.		Yes - 5 PS - 2 No - 0	
Narrative provides strong support for reasonableness of costs		Yes - 5 PS - 2 No - 0	
Budget and Timeline Points (up to 10)			
Financial Management		Possible Points	Points Total
The application thoroughly articulates that the Applicant has the following in place: <ul style="list-style-type: none"> 1. Roles, responsibilities, and experience of all individuals administering the grant; 2. Appropriate accounting controls; AND Financial reporting systems. 		6-10	
The application incompletely articulates that the Applicant has the following in place: <ul style="list-style-type: none"> 1. Roles, responsibilities, and experience of all individuals administering the grant; 2. Appropriate accounting controls; AND Financial reporting systems. 		1-5	
Financial Management Points (up to 10)			
MEGA SITES APPLICATION SCORE:			



Missouri Department of
Economic Development

APPENDIX B: PREMIER SITES SCORECARD

Industrial Site Development Grant Program | Revised 12.2.2022

Criteria	Premier Site Maximum Score
1. Site Characteristics	215
A. Site Control	50
B. Site Readiness	40
C. Infrastructure	40
D. Accessibility	85
D1-Road Access	35
D2- Rail & Intermodal Access	20
D3- Airport Access	15
D4- Workforce Access	15
2. Prior Investment & Community Support	45
A. Pre-Application Site Investment	30
B. Community Support	15
3. Applicant Experience & Capacity	40
A. Project Match and/or Private Investment	20
B. Budget & Timeline	10
C. Financial Management	10
TOTALS	300

1. SITE CHARACTERISTICS			
Site Control	Criteria	Possible Points	Points Total
PREFERRED: Applicant or project partner(s) owns site SATISFACTORY: Applicant or project partner(s) does not own site, but an option to purchase is in place. MARGINAL: Applicant or project partner(s) does not own site. There is not an option to purchase is in place, but applicant provides letter of commitment to sell from land owner. NO POINTS Applicant or project partner(s) does not own the site, has no option to purchase, and does not include a commitment letter from owner.	PREFERRED	16-25 points	
	SATISFACTORY	6-15 points	
	MARGINAL	1-5 points	
	NO POINTS	0 points	
PREFERRED: 200 + contiguous, developable acres SATISFACTORY: 150-199 contiguous, developable acres MARGINAL: 100-149 contiguous, developable acres NO POINTS 50-99 contiguous, developable acres <i>Sites with less than 50 acres are not eligible for Program funds.</i>	PREFERRED	16-25 points	
	SATISFACTORY	6-15 points	
	MARGINAL	1-5 points	
	NO POINTS	0 points	
Site Control Points (up to 50)			
SITE READINESS	Criteria	Possible Points	Points Total
PREFERRED:	PREFERRED	13-20 points	

<p>(A) Site has undergone all of the following studies:</p> <ul style="list-style-type: none"> • Phase I and/or Phase II • Archeological and/or Historical • Endangered Species • Geotechnical (including seismic) <p>(B) Site is zoned for industrial use; OR County of site does not maintain zoning standards, negating zoning need; OR property is zoned/used for agricultural, but relevant local government certifies willingness to re-zone property to facilitate industrial development.</p> <p>(C) Site has been fully surveyed, and is free of encumbering Easements or Rights of Way.</p> <p>(D) Site is located adjacent to developable land for potential future expansion.</p> <p>(E) Site is located outside of 500-year floodplain OR If site is located in a floodplain or levee district, the applicant can demonstrate successful mitigation measures or has all relevant permits in-hand to develop or expand a levee or other flood control to support the project.</p> <p>(F) Feasibility and Site Development planning has been conducted for the site, and includes, as applicable for the local jurisdiction:</p> <ul style="list-style-type: none"> k. Site Engineering l. Storm Drainage m. Building Permit Requirements n. Timeline for Building Permit processing o. Fire Department Requirements p. Building Setback Requirements q. Parking Setback Requirements r. Landscape Setbacks and Requirements 	SATISFACTORY	6-12 points	
	MARGINAL	1-5 points	
	NO POINTS	0 points	

<p>s. Lighting Ordinances t. Signage Requirements</p> <p>SATISFACTORY: (A) Site has undergone all of the following studies:</p> <ul style="list-style-type: none"> • Phase I and/or Phase II • Archeological and/or Historical • Endangered Species • Geotechnical (including seismic) <p>(B) Site is located in a county that maintains a zoning standard, and has begun re-zoning process to permit industrial use, OR is included in relevant local government's comprehensive, or master land use, or master land use plan for industrial use.</p> <p>(C) Site has been at least partially surveyed, and is free of encumbering easements or rights of way.</p> <p>(D) Site is located adjacent to developable land for future expansion</p> <p>(E) Site is located outside of 500-year floodplain OR if site is located in a floodplain or levee district, the applicant can demonstrate that development of successful mitigation measures has begun and all relevant permits have been obtained.</p> <p>(F) Feasibility and Site Development planning has been conducted for the site, and includes, as applicable for the local jurisdiction:</p> <ul style="list-style-type: none"> h. Site Engineering i. Storm Drainage j. Building Permit Requirements k. Timeline for Building Permit processing 			
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<p>l. Fire Department Requirements m. Building Setback Requirements n. Parking Setback Requirements</p> <p>MARGINAL: (A) Site has undergone all of the following studies:</p> <ul style="list-style-type: none"> • Phase I and/or Phase II • Geotechnical (including seismic) <p>(B) Site is located in a County that maintains a zoning standard, and has not begun re-zoning process to permit industrial use, nor is it included in relevant local government's comprehensive, or master land use, or master land use plan for industrial use.</p> <p>(C) Site has been at least partially surveyed, and is may include some encumbering Easements or Rights of Way.</p> <p>(D) Site is not located adjacent to developable land for future expansion</p> <p>(E) Site is located outside of 100-year floodplain OR if site is located in a floodplain or levee district, the applicant can demonstrate that the process of seeking permits for mitigation measures has begun.</p> <p>(F) Feasibility Planning has not been conducted for the site, however, site development planning has been conducted for the site.</p> <p>NO POINTS: (A) Site has not undergone any of the following studies:</p> <ul style="list-style-type: none"> • Phase I and/or Phase II • Archeological and/or Historical • Endangered Species • Geotechnical (including seismic) 			
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<p>(B) Site is located in a County that maintains a zoning standard, and has not begun re-zoning process to permit industrial use, nor is it included in relevant local government's comprehensive, or master land use, or master land use plan for industrial use.</p> <p>(C) Site has not been surveyed, and includes encumbering Easements or Rights of Way.</p> <p>(D) Site is not located adjacent to developable land for future expansion</p> <p>(E) Site is located in a floodplain and the applicant has not completed mitigation measures, nor begun the process of obtaining the relevant permits.</p> <p>(F) Neither feasibility nor site development planning has been conducted for the site.</p>			
<p>PREFERRED: Site has undergone all of the following studies:</p> <ol style="list-style-type: none"> 1) Phase I and/or Phase II 2) Archeological and/or Historical 3) Endangered Species 4) Geotechnical (including seismic) <p>...and can document the following results: Studies (1, 2, 3) have cleared site from impact, or impacts have been cleared per study findings; and Geotechnical (4) report indicates that site is clear of impact risk from poor soils as well as seismic activity</p> <p>SATISFACTORY:</p>	<p>PREFERRED</p> <hr/> <p>SATISFACTORY</p> <hr/> <p>MARGINAL</p> <hr/> <p>NO POINTS</p>	<p>13-20 points</p> <hr/> <p>6-12 points</p> <hr/> <p>1-5 points</p> <hr/> <p>0 points</p>	

<p>Site has undergone all of the following studies:</p> <ol style="list-style-type: none"> 1) Phase I and/or Phase II 2) Archeological and/or Historical 3) Endangered Species 4) Geotechnical (including seismic) <p>...and can document the following results:</p> <p>(1) Site is in the process of being cleared of potential impact from environmental concerns</p> <p>(2, 3) site is in the process of clearing the site from impact, or impacts have been cleared per study findings</p> <p>(4) Geotechnical report indicates that site is clear of impact risk from poor soils as well as seismic activity</p> <p>MARGINAL:</p> <p>Site has undergone all of the following studies:</p> <ol style="list-style-type: none"> 1) Phase I and/or Phase II 4) Geotechnical (including seismic) <p>...and can document the following results:</p> <p>(1) Site is in the process of being cleared of potential impact from environmental concerns</p> <p>(4) Geotechnical report indicates that site is clear of impact risk from poor soils as well as seismic activity</p> <p>AND</p> <p>Site has not yet undergone the following studies: (2) Archeological and/or Historical or (3) Endangered Species</p> <p>NO POINTS:</p> <p>Site has not undergone any of the following studies:</p>			
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1) Phase I and/or Phase II 2) Archeological and/or Historical 3) Endangered Species 4) Geotechnical (including seismic)			
Site Readiness Points (up to 40)			
INFRASTRUCTURE	Criteria	Possible Points	Points Total
PREFERRED: (A) Applicant submitted complete service descriptions, including current and projected service providers as well as current or projected service capacity. Submitted minimums for current or projected capacity include: <ol style="list-style-type: none"> 1. Water (minimum 12" line to curb) 2. Sewer 3. Power (minimum 3 phase to curb) 4. Natural Gas to curb 5. Greater than or equal to 100/20 Broadband to curb (B) Applicant submitted complete infrastructure maps, which include labels by infrastructure type, as well as site boundaries and access points. (C) Applicant submitted projected Development / Expansion capacity requirement and timeline (as applicable), including maps for expansion planning OR justification for no expansion plans to	PREFERRED SATISFACTORY MARGINAL NO POINTS	30-40 points 19-29 points 1-18 points 0 points	

accommodate industrial site development.

SATISFACTORY:

(A) Applicant submitted service descriptions, including current and projected service providers as well as current or projected service capacity. Submitted minimums for current or projected capacity include:

1. Water (minimum 12" line to curb)
2. Sewer
3. Power (minimum 3 phase to curb)
4. Natural Gas to curb
5. Greater than or equal to 100/20 Broadband to curb

(B) Applicant submitted site map(s), which include general descriptions infrastructure locations, as well as site boundaries and access points.

(C) Applicant submitted incomplete projected Development / Expansion capacity requirement and timeline (as applicable), including maps for expansion planning OR justification for no expansion plans to accommodate industrial site development.

MARGINAL:

(A) Applicant submitted incomplete service descriptions that do not include all current and projected service providers.

(B) Applicant submitted site map(s), which include general descriptions infrastructure locations, as well as site boundaries and access points.

<p>(C) Applicant submitted incomplete projected Development / Expansion capacity requirement and timeline (as applicable), including maps for expansion planning OR justification for no expansion plans to accommodate industrial site development.</p> <p>NO POINTS:</p> <p>(A) Applicant did not submit service descriptions, which would include current and projected service providers as well as current or projected service capacity.</p> <p>(B) Applicant did not submit map(s) illustrating infrastructure assets (existing or planned).</p> <p>(C) Applicant did not submit projected Development / Expansion of capacity OR justification for no expansion plans to accommodate industrial site development.</p>			
Site Infrastructure Points (up to 40)			
ACCESSIBILITY: Road Access	Criteria	Possible Points	Points Total
Distance to nearest Interstate OR State highway (4-lane) access/exit via road <i>Rank, rounding up to nearest full mile</i>	0-2 miles	20 points	
	3-5 miles	15 points	
	6-10 miles	10 point	
	10+ miles	0 points	
Distance to nearest county highway (2-lane) via road <i>Rank, rounding up to nearest full mile</i>	0-2 miles	5 points	
	3-5 miles	3 points	
	6-10 miles	1 point	
	10+ miles	0 points	

Improvements have been presented to MODOT or relevant local planning activities are underway. OR If no improvements needed = 5pts		Yes - 5 No - 0 OR None - 5	
Does current site access road route through primarily residential areas?	<i>If primary route is residential = 0</i>	Yes - 0 No - 5	
Road Accessibility Points (up to 35)			
ACCESSIBILITY: Rail & Intermodal	Criteria	Possible Points	Points Total
PREFERRED Rail service is available within the site, with multiple rail providers, with an existing active rail spur SATISFACTORY Rail service is available within the site, with a single rail provider option, with an existing active or inactive rail spur MARGINAL Rail service is available within the site, with a single rail provider option, with no rail spur NO POINTS Rail service is not located within the site.	PREFERRED	11-15 points	
	SATISFACTORY	6-10 points	
	MARGINAL	1-5 points	
	NO POINTS	0 points	
If rail service is not located on site, distance to closest rail line. Full points will be awarded in this category if rails service is located on site.	0-2 miles	5 points	
	3-5 miles	3 points	
	6-10 miles	1 point	
	10+ miles	0 points	
Rail & Intermodal Site Access Points (up to 20)			
ACCESSIBILITY: Airport Access	Criteria	Possible Points	Points Total
Distance to nearest National or Regional Airport via road <i>Rank, rounding up to nearest full mile</i>	0-20 miles	15 points	
	21-50 miles	10 points	
	51-100 miles	5 point	
	101+ miles	0 points	
Airport Accessibility Points (up to 15)			

ACCESSIBILITY: Workforce	Criteria	Possible Points	Points Total
Is site located in a Certified Work-Ready Community ?		Yes - 5 No - 0	
Is there at least 1 4-year degree college, community college, state technical college, or career technical center facility within 30 miles of the site via road?		Yes - 5 No - 0	
Does narrative indicate a track record of partnerships with any higher education facilities that support workforce development		Yes - 5 No - 0	
Workforce Accessibility Points (up to 15)			
2. PRIOR INVESTMENT & COMMUNITY SUPPORT			
A. Pre-Application Site Investment	Criteria	Possible Points	Points Total
Financial investments made into the site by applicant or project partner from March 3, 2021- date of application. <i>Round up to nearest full dollar</i>	\$50M +	30 points	
	\$10-50M	20 points	
	\$1-10M	10 points	
	\$100k-1M	5 points	
	<\$100k	0 points	
B. Community Support	Criteria	Possible Points	Points Total
PREFERRED (A) Application outlines a project that is a continuation of an ongoing economic development plan AND/OR Application clearly illustrates broad support for the project across stakeholder groups (B) Application includes letters of support from any of the following: A. Local Jurisdiction elected leaders (i.e., Mayor, Presiding Commissioner, and other local elected leadership)			
	PREFERRED	10-15 points	
	SATISFACTORY	5-9 points	
	MARGINAL	1-4 points	
	NONE	0 points	

B. least one state representative and one state senator in the project area C. Federal elected leaders D. other stakeholders in the project area, not to exceed 5 submissions.			
Community Support Points (up to 35)			
3. Applicant Experience and Capacity			
Project Match	Possible Points	Points Total	Points Total
PREFERRED: Applicant has secured and provides a clear description of local matching funds, (outlined in section 6.5.1 of these guidelines), (AND/OR) Private Investment greater than 70% of total project cost.			
SATISFACTORY: Applicant has secured and provides a clear description of local matching funds, (outlined in section 6.5.1 of these guidelines), (AND/OR) Private Investment 50-69% of total project cost.	<div>PREFERRED</div> <div>SATISFACTORY</div> <div>MARGINAL</div>	<div>14 - 20 points</div> <div>6 - 13 points</div> <div>1 - 5 points</div>	
MARGINAL: Applicant provides a general description of local matching funds, (outlined in section 6.5.1 of these guidelines), (AND/OR) Private Investment 50% or more of total project cost, which include federal funds sources other than local ARPA.			
APPLICATION DENIAL: Local matching funds (AND/OR) Private Investment are not yet secured .			

MATCHING FUNDS & PRIVATE INVESTMENT POINTS (up to 15)			
Budget and Timeline		Possible Points	Points Total
Timeline demonstrates key project milestones and timelines for when costs are expected to be paid.		Yes - 5 PS - 2 No - 0	
Narrative provides strong support for reasonableness of costs		Yes - 5 PS - 2 No - 0	
Budget and Timeline Points (up to 10)			
Financial Management		Possible Points	Points Total
The application thoroughly articulates that the Applicant has the following in place: <ol style="list-style-type: none"> 1. Roles, responsibilities, and experience of all individuals administering the grant; 2. Appropriate accounting controls; AND Financial reporting systems. 		6-10	
The application incompletely articulates that the Applicant has the following in place: <ol style="list-style-type: none"> 1. Roles, responsibilities, and experience of all individuals administering the grant; 2. Appropriate accounting controls; AND Financial reporting systems. 		1-5	
Financial Management Points (up to 10)			
PREMIER SITE APPLICATION SCORE:			



Missouri Department of Economic Development

APPENDIX C: REQUIRED DOCUMENTATION

Industrial Site Development Grant Program | Revised 12.2.2022

In preparation for application, Applicants are encouraged to ensure they have the following information ready and available for upload during the application process. Having this prepared in advance of application will facilitate a timely application process, as well as assist Applicants in ensuring a complete and accurate application is submitted.

C.1 APPLICATION REQUIREMENTS AND DOCUMENTATION

The list below is the minimum required information for the submission of a complete application.

Requirement	Sources for Obtaining Information or Documents
Registered and in good standing with MO Secretary of State, if required for the entity type	A copy of a certificate of Good Standing for your entity, which can be obtained through Missouri Business Filings (mo.gov)
Unique Entity ID from SAM.gov	If Applicant does not already have Unique Entity ID from SAM.gov, register to obtain one at SAM.gov Entity Registrations
MO Tax ID Number	MO Tax ID Number
Federal Employer Identification Number (FEIN)	IRS.gov
SAM II Vendor ID Number	Vendor Input Form
Statement of No Tax Due	Entities must show they are compliant with state sales and withholding tax laws to be eligible for funding. To register and obtain your Statement of No Tax Due, visit No Tax due (mo.gov)
E-Verify Registration and MOU	You will need a copy of the electronically signed Memorandum of Understanding between your entity and the U.S. Department of Homeland Security, https://e-verify.uscis.gov/enroll
Certification Regarding Debarment and Suspension and Other Responsibility Matters	Debarment and Suspension form
Leadership and Ownership Information	Leadership and Ownership form

Applicant Certification	Application Certification form
Proof that applicant community is Certified Work-Ready	
Project Narratives	Include relevant data, identified needs, rationale, summary, etc.
List of Project Stakeholders	
Letters of Support	Letters should be from Community and Project Stakeholders.
Project Location	Include address or coordinates if not addressed.
Project Site Map, with boundaries identified	
Site Project Plan, including any renderings, identification of egress, infrastructure (road, rail, water, wastewater, natural gas, other)	
Project Site Topography Map	
Project Site Photos	
Project Schedule	Include proposed project timeline and milestones.
Project Budget	
Project Statement of Sources and Uses	Sources and Uses
Engineer Estimate of Cost (if applicable)	Include a preferred option and documentation of project alternatives.
Engineers and / or Architect Estimate of Cost (as applicable)	
IF property is not yet zoned for industrial use, please upload either: A) Statement certifying the local jurisdiction's willingness to re-zone property to facilitate industrial development; B) Comprehensive or Master Land Use Plan that identifies property as industrial use.	
Existing Feasibility Studies(as applicable)	
Existing Environmental Study report, and either: (a) completed report deliverables or (b) plan to complete report deliverables	
Existing Archeological Study report, and either: (a) completed report deliverables or (b) plan to complete report deliverables	
Existing Endangered Species Study report, and either: (a) completed report	

deliverables or (b) plan to complete report deliverables	
Existing Geotechnical (including Seismic) Study report, and either: (a) completed report deliverables or (b) plan to complete report deliverables	

C.2 LETTERS OF SUPPORT

Each grant submitted will receive additional points if it includes letters of support from multiple stakeholders. The following list includes *recommended* stakeholder letters to include in the application:

- State Senator
- State Representative
- Member of Congress
- City elected leader (*i.e.*, Mayor)
- County elected leader (*i.e.*, Presiding Commissioner)
- Major employers
- Other community leaders

Each letter should be customized by the stakeholder indicating how they will support the project and how they specifically believe the project will impact the community. Letters should be dated within 6 months of the submission date.

Exhibit 2

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND

Recipient name and address:
State of Missouri
301 W. High St, Room 570
Jefferson City, Missouri 65101

DUNS Number: 073134579
Taxpayer Identification Number: 446000987
Assistance Listing Number and Title: 21.027

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund.

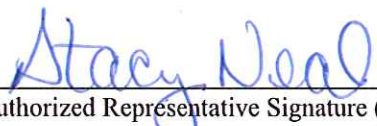
As a condition to receiving such payment from Treasury, the authorized representative below hereby (i) certifies that the recipient named above requires the payment to be made pursuant to section 602(b) of the Act in order to carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto.

The following applies only to States:

Section 603(b)(2) of the Act as added by section 9901 of ARPA authorizes Treasury to make payments to States for the State to distribute to nonentitlement units of local government within the State in accordance with section 603(b)(2). The authorized representative below hereby agrees to use such payment from Treasury to make payments to such nonentitlement units of local government in accordance with Section 603(b) and Treasury's implementing regulations and guidance.

Section 603(b)(3)(B)(ii) of the Act authorizes Treasury to make payments to States, in the case of an amount to be paid to a county that is not a unit of general local government, for the State to distribute to units of general local government within such county in accordance with Section 603(b)(3)(B)(ii) of the Act. To the extent applicable, the authorized representative below hereby agrees to use any such payment from Treasury to make payments to such units of general local government in accordance with Section 603(b) of the Act and Treasury's implementing regulations and guidance.

Recipient:


Authorized Representative Signature (above)

Authorized Representative Name:

Stacy Neal

Authorized Representative Title:

Director of Accounting, Office of
Administration

Date Signed:

7/26/21

U.S. Department of the Treasury:

Authorized Representative Signature (above)

Authorized Representative Name:

Authorized Representative Title:

Date Signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from

the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the State of Missouri (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose including the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

#12.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

State of Missouri
Recipient
Stacy Neal
Signature of Authorized Official:

7/26/21
Date

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

EXHIBIT 3: PROJECT BUDGET

Pictu

re]

City of Moberly			Amount of Local Matching Funds					Private Investment	Total Budgeted Amount	Additional Comments regarding Match (Please provide additional detail, including if other state agency/other federal funds exactly what funding source is, for example: CDBG, HUD, DTAP, and NAP.)
Budget Item	Explanation of Budget Item	Amount of Grant Funds Requested	LOCAL MATCH WITH PRIOR ARPA FUNDS (CLFRF)	APPLICANT'S CASH FUNDS (INCLUDES LOANS)	APPLICANT'S NON-CASH (IN-KIND) RESOURCES	OTHER STATE AGENCY FUNDS	OTHER FEDERAL AGENCY FUNDS			
Property (land only) acquisition (subject to 49 CFR part 24)		\$ -	\$ -	\$ -	\$ 530,000.00	\$ -	\$ -	\$ -	\$ 530,000.00	Donation of real property from project partner to Applicant
Road Infrastructure Construction		\$ 748,075.00	\$ -	\$ -	\$ -	\$ 382,845.00	\$ -	\$ -	\$ 1,130,920.00	
Road Infrastructure Contingency (up to 10% of construction cost)		\$ 74,747.00	\$ -	\$ -	\$ -	\$ 38,253.00	\$ -	\$ -	\$ 113,000.00	
Site / Project Engineering (all)		\$ 205,719.00	\$ -	\$ -	\$ -	\$ 105,281.00	\$ -	\$ -	\$ 311,000.00	
Surveying and Geotechnical services		\$ 41,144.00	\$ -	\$ -	\$ -	\$ 21,056.00	\$ -	\$ -	\$ 62,200.00	
Administration (4% of grant award or up to \$100,000)		\$ 15,875.00	\$ -	\$ -	\$ -	\$ -	\$ 8,125.00	\$ -	\$ 24,000.00	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Grant:									\$ 1,085,560.00	
Total Local Matching Funds:			\$ -	\$ -	\$ 530,000.00	\$ 547,435.00	\$ 8,125.00		\$ 1,085,560.00	
Total Private Investment:									\$ -	
Total LMF + PI (%):									50%	
Total Project Costs:									\$ 2,171,120.00	

City of Moberly
City Council Agenda
Summary

Agenda Number: _____
Department: Finance
Date: July 17, 2023

Agenda Item: A Resolution Authorizing The City Manager To Execute An Electronic Business Services Agreement With The Central Bank And Authorizing Matt Douglass To Execute An Associated Resolution Of Authorization With Central Bank.

Summary: Occasionally the City Treasurer will need to withdraw funds or send electronic payments in an expedient manner. This resolution allows the City Treasurer to make such payments with his sole signature. All procedures regarding the safe a proper transfer of funds will be followed. Such payments will be shown in the appropriations resolution at the next City Council meeting.

Recommended
Action: Approve the resolution.

Fund Name: N/A

Account
Number: N/A

Available
Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M__ S__ Lucas	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Jeffrey	<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			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELECTRONIC BUSINESS SERVICES AGREEMENT WITH THE CENTRAL BANK AND AUTHORIZING MATT DOUGLASS TO EXECUTE AN ASSOCIATED RESOLUTION OF AUTHORIZATION WITH CENTRAL BANK.

WHEREAS, Central Bank has requested the City approve the attached Electronic Business Services Agreement which permits the City to electronically access accounts to initiate various cash management functions via the internet; and

WHEREAS, also attached is a Resolution of Authorization which Central Bank has requested Matt Douglass, Director of Finance, sign on behalf of the City which authorizes Matt Douglass to act on behalf of the City in transactions with Central Bank; and

WHEREAS, staff recommends acceptance of the Agreement.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the attached Agreement and authorizes the City Manager or his designee to execute the Agreement on behalf of the City and further the City Council authorizes Matt Douglass to act on behalf of the City and to execute the attached Resolution of Authorization and the City Manager is further authorized to take such other and further actions necessary to carry out the purposes of this Resolution.

RESOLVED this 17th day of July, 2023, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

BUS-Agreement

CSR Name: michelle_legrand

[22-720429344]

Customer: City of Moberly**Customer ID:** 720429344**ICBK:** 5680000220000067**Market:** 22**How was this request verified with the customer:** ☒ **By Phone** ☐ **In Person**

Note: This request cannot be accepted by email. You must speak with the customer.

Was the BusinessLink opened online? ☐ Yes ☒ No

Electronic Business Services Agreement

Updated August 2017

This **Electronic Business Services Agreement** is made and entered into, effective the 1st day of July, 2023, by and between Central Bank and City of Moberly ("Customer").

Recitals:

- A. Customer maintains one or more transaction accounts with Bank;
- B. Customer desires to electronically access one or more of its transaction accounts to initiate various cash management functions via the Internet or direct computer modem dial-up including without limitation the Bank's "BusinessLink" program ("BusinessLink"); and
- C. Bank is willing to permit Customer to do so upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank and Customer agree as follows:

1. Electronic Business Services Booklet. Customer hereby acknowledges receipt of and agreement with the terms and conditions contained in that certain booklet entitled "Electronic Business Services Terms and Conditions Booklet" which are incorporated herein by this reference as if fully stated herein (the "Electronic Business Services Booklet").
2. Defined Terms. Certain capitalized terms used but not defined herein shall have the meanings assigned to them in the Electronic Business Services Booklet unless the context clearly dictates a meaning to the contrary.
3. Services/Compensation. Bank shall make the Services and Software available to Customer for so long as this Electronic Business Services Agreement continues in effect upon the terms and conditions provided herein, in the Installation Information, and in the Electronic Business Services Booklet. Customer agrees to pay timely to the Bank the agreed upon fees for the Services and Software according to the service fee schedule shown on Exhibit A attached hereto and incorporated herein by this reference (the "Service Fees"). Bank reserves the right to change the Service Fees from time to time.
4. Term. This Electronic Business Services Agreement shall be terminable (a) by Customer at any time upon one (1) business day's prior written notice to Bank, (b) by Bank at any time upon thirty (30) days' prior written notice to Customer; or (c) immediately, without notice to Customer, in the event Customer fails to pay the Service Fees or any other amounts due Bank or otherwise fails to observe, perform, keep or comply with any of its representations, warranties, or agreements in this Electronic Business Services Agreement.
5. Representations and Warranties. Bank and Customer represent to the other that it is duly organized, validly existing and in good standing under the laws of the state of its organization and incorporation; is authorized to execute, deliver and perform its obligations under this Electronic Business Services Agreement pursuant to the Resolution; and any consent or authorization of any governmental authority or third party required to be obtained. Customer further represents and warrants that the Services are for business or commercial purposes only; Customer is the owner and authorized signatory on Authorized Accounts subject to the terms of this Electronic Business Services Agreement; and the authorizations for the transactions described in this Electronic Business Services Agreement have not been revoked by Customer or by any third party or by operations of law.
6. Liability. Bank will exercise ordinary care in providing the Services and will be responsible for any loss

sustained by Customer only to the extent such loss is caused by Bank's recklessness, gross negligence or willful misconduct. Customer shall similarly exercise good faith and reasonable care in observing and maintaining security procedures, in initiating the Services, and in reviewing bank statements and notices for any discrepancies. Bank shall not have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages, whether or not the possibility of such damages were disclosed to or could have been reasonably foreseen by Bank. Bank's liability shall be limited to recovery of funds erroneously transferred and/or interest lost thereon arising out of Bank's error or omission in executing a funds transfer request. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THE ELECTRONIC BUSINESS SERVICES AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Under no circumstances shall Bank be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with any Service which is caused by circumstances beyond Bank's control.

7. Indemnity. So long as Bank exercises that degree of care described in the paragraph immediately above, Customer will reimburse and indemnify Bank for, and hold Bank harmless against, any losses, liabilities, claims, judgments, damages, expenses, or controversy of any kind arising out of or in connection with third party claims asserted against the Bank for its performance of its duties and obligations under the Electronic Business Services Agreement, as well as the cost and expense (including, but not limited to, attorney's fees) of defending against any such third party claim or liability arising out of or relating to the performance by Bank of its duties and obligations under the Electronic Business Services Agreement.

8. Other Agreements, Laws and Regulations. In addition to this Electronic Business Services Agreement and the terms and conditions found in the Electronic Business Services Booklet the Services are provided to the Customer subject to the following other agreements, laws and regulations, which are hereby incorporated into and made a part of this Agreement.

- (a) The terms and conditions found in any of the Addenda which have been initialed below or which are entered into by Customer subsequent to the effective date of this Electronic Business Services Agreement.

Addenda (Check Applicable Addenda)	
<input checked="" type="checkbox"/>	Terms and Conditions
<input type="checkbox"/>	ACH Exposure Review and Approval Form (Required if doing ACH) - Additional Fees Apply
<input type="checkbox"/>	Wire Transfer Authorization Form - Additional Fees Apply
<input type="checkbox"/>	Dual Approval Opt-Out Form
<input type="checkbox"/>	Positive Pay Company Setup Form (Required if doing Positive Pay)
<input type="checkbox"/>	Positive Pay User Setup Form (Required if doing Positive Pay)
<input type="checkbox"/>	ACH Authorization Form
<input type="checkbox"/>	eDeposit Setup Form - Additional Fees Apply
<input type="checkbox"/>	Back Office Conversion Setup (Required if doing Back Office Conversion) - Additional Fees Apply

- (b) The most current Electronic Business Services fee schedules and other fee disclosures provided to customer, including account statements;
- (c) The provisions of the then current deposit account agreement and accompanying disclosures and fee schedules which govern standard deposit accounts and other depository services;
- (d) The Uniform Commercial Code, as enacted in the state of the bank's main office is located;
- (e) All federal, state and local laws and regulations applicable to Bank or Customer, including, without limitation, the regulations promulgated by the Office of Foreign Asset Control ("OFAC").

9. Amendments. Bank may amend this Agreement upon thirty (30) days prior written notice to Customer. If Customer disagrees with any such amendment, Customer shall notify Bank in writing within thirty (30) days following the date of Bank's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either Bank or Customer may terminate this Agreement and Bank may terminate the Services. No amendment with which Customer disagrees in writing as provided above shall be effective unless subsequently accepted in writing by Customer. Any amendment to which Customer does not object in writing as provided above

shall be conclusively and irrevocably deemed to be accepted by Customer on the thirtieth (30th) day following the date of Bank's written notice of such amendment to Customer.

IN WITNESS WHEREOF, Bank and Customer have entered into this Electronic Business Services Agreement as of the day and year first above written.

Customer Signature:

By: Matt Douglass



(Signature)

Finance Manager

(Job Title)

(Date)

Market Signature:

By: _____

(Signature)

If two signatures are required:

By: _____

(Signature)

(Job Title)

(Date)

Assistant Vice President

(Job Title)


(Date)

Resolution of Authorization

I, Matt Douglass, certify that I am the Finance Director of the above-referenced entity which is organized under the laws of the State of Missouri, Federal Employer Identification Number 436002348, engage in business under the trade name of City of Moberly (the "Company"), and that the resolution on this document is a correct copy of the resolution adopted by the governing authority of the above-referenced entity on 07/01/2023 and has not been rescinded or modified.

WHEREAS, the Company desires to obtain a variety of services from the Central Bank as described by the certain Electronic Business Services Agreement of even date herewith, and it is necessary or desirable that the Electronic Business Services Agreement be authorized by the Company, and the Company desires to give such approval;

NOW, THEREFORE, BE IT RESOLVED, that the person(s) listed below (the "Authorized Persons"), or any one of them, shall enter into and execute and deliver the Electronic Business Services Agreement and such applications, instruments, documents, agreements, financial statements, and other writings and any amendments or modifications of any of the same, as in the opinion of the Authorized Persons may be necessary or desirable to consummate the Electronic Business Services Agreement; and

Name	Job Title	Signature
Matt Douglas	Finance Director	

FURTHER RESOLVED, that the Authorized Persons, individually or jointly, are hereby authorized and directed to execute, acknowledge and deliver on behalf of the above-referenced entity, as the Authorized Persons may deem necessary or desirable, any and all documents and other writings to consummate the Electronic Business Services Agreement together with any modifications of the same, and to perform the transactions.

This Authorization may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute but one and the same Authorization.

IN EXECUTING THE ELECTRONIC BUSINESS SERVICES AGREEMENT, THE PERSONS NAMED ABOVE WILL AUTHORIZE AN ADMINISTRATOR AS SET FORTH IN THE ADDENDA TO DESIGNATE USERS TO ACCESS ACCOUNTS FROM TIME TO TIME.

IN WITNESS WHEREOF, I hereunto subscribed my name on the _____ day of _____, 20____.

Name: Matt Douglass

By:  _____
Customer Authorized Signor (i.e. Secretary, Owner)

Job Title: _____

Addenda
Business Online Services Access
Customer Setup and Fee Schedule

Customer Information			
Bank Number/Name: <u>Central Bank</u>			
Customer Name: <u>City of Moberly</u>			
Customer Address: <u>101 W Reed St</u>			
City: <u>Moberly</u>			State: <u>MO</u>
Zip: <u>65270-1554</u>		Tax ID: <u>436002348</u>	
Phone Number: <u>660-263-4420</u>			Fax Number: _____

Online Services	
<input type="checkbox"/> Bill Pay	<input checked="" type="checkbox"/> Transfers Maximum Daily Transfer Amount \$ <u>999,999,999</u>
<input type="checkbox"/> Direct Connect	
<input type="checkbox"/> Business Mobile Check Deposit (Limits assigned by account)	
<input checked="" type="checkbox"/> ACH <u>Complete a new ACH Authorization Form</u> <input type="checkbox"/> Wires	

Administrator Information	
Administrator's Name:	<u>Matt Douglass</u>
Administrator's Phone:	<u>660-263-4420</u>
Administrator's Email:	<u>MATTD@CITYOFMOBERLY.COM</u>
User ID (minimum 6 characters; no spaces or special characters)	<u>MATTDUGLASS</u>
Temporary Password (8 to 10 alphanumeric characters - no special characters)	<u>n/a</u>
PLEASE NOTE	
Quicken/Quickbooks/Money users can only use 6-20 alphanumeric characters; no spaces	
Two-Factor Authentication	<input checked="" type="checkbox"/> Secret Word <input type="checkbox"/> Security Token

Account InformationAccount Number 137007711 Market 22Account Nickname: BK 20 Park & Recreation Deposits**Type of Account:**

- ☒ Checking
☐ Savings
☐ Certificate of Deposit
☐ Installment Loan
☐ Mortgage Loan
☐ Overdraft Banking
☐ Home Equity Loan

Services for this Account:

- | | |
|--|--|
| <input checked="" type="checkbox"/> View Account Balance | <input checked="" type="checkbox"/> Stop Payments |
| <input checked="" type="checkbox"/> Account Transfer TO this account | <input type="checkbox"/> Bill Pay |
| <input checked="" type="checkbox"/> Account Transfer FROM this account | <input type="checkbox"/> Direct Connect |
| <input type="checkbox"/> Wire Transfer Origination | <input type="checkbox"/> ACH Origination |
| <input type="checkbox"/> Business Mobile Check Deposit | <input checked="" type="checkbox"/> Electronic Statement |
| | <input checked="" type="checkbox"/> Electronic Notices |

Account InformationAccount Number 137007738 Market 22Account Nickname: BK 21 Cash Deposits**Type of Account:**

- ☒ Checking
☐ Savings
☐ Certificate of Deposit
☐ Installment Loan
☐ Mortgage Loan
☐ Overdraft Banking
☐ Home Equity Loan

Services for this Account:

- | | |
|--|--|
| <input checked="" type="checkbox"/> View Account Balance | <input checked="" type="checkbox"/> Stop Payments |
| <input checked="" type="checkbox"/> Account Transfer TO this account | <input type="checkbox"/> Bill Pay |
| <input checked="" type="checkbox"/> Account Transfer FROM this account | <input type="checkbox"/> Direct Connect |
| <input type="checkbox"/> Wire Transfer Origination | <input type="checkbox"/> ACH Origination |
| <input type="checkbox"/> Business Mobile Check Deposit | <input checked="" type="checkbox"/> Electronic Statement |
| | <input checked="" type="checkbox"/> Electronic Notices |

Account InformationAccount Number 137007746 Market 22Account Nickname: BK 22 Electronic Deposits**Type of Account:**

- ☒ Checking
☐ Savings
☐ Certificate of Deposit
☐ Installment Loan
☐ Mortgage Loan
☐ Overdraft Banking
☐ Home Equity Loan

Services for this Account:

- | | |
|--|--|
| <input checked="" type="checkbox"/> View Account Balance | <input checked="" type="checkbox"/> Stop Payments |
| <input checked="" type="checkbox"/> Account Transfer TO this account | <input type="checkbox"/> Bill Pay |
| <input checked="" type="checkbox"/> Account Transfer FROM this account | <input type="checkbox"/> Direct Connect |
| <input type="checkbox"/> Wire Transfer Origination | <input type="checkbox"/> ACH Origination |
| <input type="checkbox"/> Business Mobile Check Deposit | <input checked="" type="checkbox"/> Electronic Statement |
| | <input checked="" type="checkbox"/> Electronic Notices |

Account InformationAccount Number 137007983 Market 22Account Nickname: BK 23 Health Trust Deposits**Type of Account:****Services for this Account:**

<input checked="" type="radio"/> Checking <input type="radio"/> Savings <input type="radio"/> Certificate of Deposit <input type="radio"/> Installment Loan <input type="radio"/> Mortgage Loan <input type="radio"/> Overdraft Banking <input type="radio"/> Home Equity Loan	<input checked="" type="checkbox"/> View Account Balance <input checked="" type="checkbox"/> Account Transfer TO this account <input checked="" type="checkbox"/> Account Transfer FROM this account <input type="checkbox"/> Wire Transfer Origination <input type="checkbox"/> Business Mobile Check Deposit	<input checked="" type="checkbox"/> Stop Payments <input type="checkbox"/> Bill Pay <input type="checkbox"/> Direct Connect <input type="checkbox"/> ACH Origination <input checked="" type="checkbox"/> Electronic Statement <input checked="" type="checkbox"/> Electronic Notices
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Account Information

Account Number	<u>137007754</u>	Market <u>22</u>
Account Nickname: <u>BK 24 Central Disbursements</u>		

<u>Type of Account:</u> <input checked="" type="radio"/> Checking <input type="radio"/> Savings <input type="radio"/> Certificate of Deposit <input type="radio"/> Installment Loan <input type="radio"/> Mortgage Loan <input type="radio"/> Overdraft Banking <input type="radio"/> Home Equity Loan	<u>Services for this Account:</u> <input checked="" type="checkbox"/> View Account Balance <input checked="" type="checkbox"/> Account Transfer TO this account <input checked="" type="checkbox"/> Account Transfer FROM this account <input type="checkbox"/> Wire Transfer Origination <input type="checkbox"/> Business Mobile Check Deposit <input checked="" type="checkbox"/> Stop Payments <input type="checkbox"/> Bill Pay <input type="checkbox"/> Direct Connect <input type="checkbox"/> ACH Origination <input checked="" type="checkbox"/> Electronic Statement <input checked="" type="checkbox"/> Electronic Notices
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Account Information

Account Number	<u>137007762</u>	Market <u>22</u>
Account Nickname: <u>BK 25 General Operations</u>		

<u>Type of Account:</u> <input checked="" type="radio"/> Checking <input type="radio"/> Savings <input type="radio"/> Certificate of Deposit <input type="radio"/> Installment Loan <input type="radio"/> Mortgage Loan <input type="radio"/> Overdraft Banking <input type="radio"/> Home Equity Loan	<u>Services for this Account:</u> <input checked="" type="checkbox"/> View Account Balance <input checked="" type="checkbox"/> Account Transfer TO this account <input checked="" type="checkbox"/> Account Transfer FROM this account <input type="checkbox"/> Wire Transfer Origination <input type="checkbox"/> Business Mobile Check Deposit <input checked="" type="checkbox"/> Stop Payments <input type="checkbox"/> Bill Pay <input type="checkbox"/> Direct Connect <input type="checkbox"/> ACH Origination <input checked="" type="checkbox"/> Electronic Statement <input checked="" type="checkbox"/> Electronic Notices
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Account Information

Account Number	<u>137007797</u>	Market <u>22</u>
Account Nickname: <u>BK 26 Utilities Collection</u>		

<u>Type of Account:</u> <input checked="" type="radio"/> Checking <input type="radio"/> Savings <input type="radio"/> Certificate of Deposit <input type="radio"/> Installment Loan <input type="radio"/> Mortgage Loan	<u>Services for this Account:</u> <input checked="" type="checkbox"/> View Account Balance <input checked="" type="checkbox"/> Account Transfer TO this account <input checked="" type="checkbox"/> Account Transfer FROM this account <input type="checkbox"/> Wire Transfer Origination <input checked="" type="checkbox"/> Stop Payments <input type="checkbox"/> Bill Pay <input type="checkbox"/> Direct Connect <input type="checkbox"/> ACH Origination <input checked="" type="checkbox"/> Electronic Statement
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<input type="radio"/> Overdraft Banking	<input type="checkbox"/> Business Mobile Check Deposit	<input checked="" type="checkbox"/> Electronic Notices
<input type="radio"/> Home Equity Loan		

Account Information

Account Number	<u>137007800</u>	Market <u>22</u>
Account Nickname: <u>BK 27 Utilities Consumer Deposits</u>		

<u>Type of Account:</u> <input checked="" type="radio"/> Checking <input type="radio"/> Savings <input type="radio"/> Certificate of Deposit <input type="radio"/> Installment Loan <input type="radio"/> Mortgage Loan <input type="radio"/> Overdraft Banking <input type="radio"/> Home Equity Loan	<u>Services for this Account:</u> <input checked="" type="checkbox"/> View Account Balance <input checked="" type="checkbox"/> Account Transfer TO this account <input checked="" type="checkbox"/> Account Transfer FROM this account <input type="checkbox"/> Wire Transfer Origination <input type="checkbox"/> Business Mobile Check Deposit <input checked="" type="checkbox"/> Stop Payments <input type="checkbox"/> Bill Pay <input type="checkbox"/> Direct Connect <input checked="" type="checkbox"/> ACH Origination <input checked="" type="checkbox"/> Electronic Statement <input checked="" type="checkbox"/> Electronic Notices
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Account Information

Account Number	<u>137007819</u>	Market <u>22</u>
Account Nickname: <u>BK 28 Parks & Recreation Sales Tax</u>		

<u>Type of Account:</u> <input checked="" type="radio"/> Checking <input type="radio"/> Savings <input type="radio"/> Certificate of Deposit <input type="radio"/> Installment Loan <input type="radio"/> Mortgage Loan <input type="radio"/> Overdraft Banking <input type="radio"/> Home Equity Loan	<u>Services for this Account:</u> <input checked="" type="checkbox"/> View Account Balance <input checked="" type="checkbox"/> Account Transfer TO this account <input checked="" type="checkbox"/> Account Transfer FROM this account <input type="checkbox"/> Wire Transfer Origination <input type="checkbox"/> Business Mobile Check Deposit <input checked="" type="checkbox"/> Stop Payments <input type="checkbox"/> Bill Pay <input type="checkbox"/> Direct Connect <input type="checkbox"/> ACH Origination <input checked="" type="checkbox"/> Electronic Statement <input checked="" type="checkbox"/> Electronic Notices
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Account Information

Account Number	<u>137007827</u>	Market <u>22</u>
Account Nickname: <u>BK 29 Capital Improvements Sales Tax</u>		

<u>Type of Account:</u> <input checked="" type="radio"/> Checking <input type="radio"/> Savings <input type="radio"/> Certificate of Deposit <input type="radio"/> Installment Loan <input type="radio"/> Mortgage Loan <input type="radio"/> Overdraft Banking <input type="radio"/> Home Equity Loan	<u>Services for this Account:</u> <input checked="" type="checkbox"/> View Account Balance <input checked="" type="checkbox"/> Account Transfer TO this account <input checked="" type="checkbox"/> Account Transfer FROM this account <input type="checkbox"/> Wire Transfer Origination <input type="checkbox"/> Business Mobile Check Deposit <input checked="" type="checkbox"/> Stop Payments <input type="checkbox"/> Bill Pay <input type="checkbox"/> Direct Connect <input type="checkbox"/> ACH Origination <input checked="" type="checkbox"/> Electronic Statement <input checked="" type="checkbox"/> Electronic Notices
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Account Information

Account Number	<u>137007835</u>	Market <u>22</u>
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Account Nickname: BK 29 Capital Improvement Sales Tax

<u>Type of Account:</u>	<u>Services for this Account:</u>
<input checked="" type="radio"/> Checking	<input checked="" type="checkbox"/> View Account Balance
<input type="radio"/> Savings	<input checked="" type="checkbox"/> Account Transfer TO this account
<input type="radio"/> Certificate of Deposit	<input checked="" type="checkbox"/> Account Transfer FROM this account
<input type="radio"/> Installment Loan	<input type="checkbox"/> Wire Transfer Origination
<input type="radio"/> Mortgage Loan	<input type="checkbox"/> Business Mobile Check Deposit
<input type="radio"/> Overdraft Banking	<input checked="" type="checkbox"/> Stop Payments
<input type="radio"/> Home Equity Loan	<input type="checkbox"/> Bill Pay
	<input type="checkbox"/> Direct Connect
	<input type="checkbox"/> ACH Origination
	<input checked="" type="checkbox"/> Electronic Statement
	<input checked="" type="checkbox"/> Electronic Notices

Account InformationAccount Number 137007835 Market 22Account Nickname: BK 30 Transportation Trust Sales Tax

<u>Type of Account:</u>	<u>Services for this Account:</u>
<input checked="" type="radio"/> Checking	<input checked="" type="checkbox"/> View Account Balance
<input type="radio"/> Savings	<input checked="" type="checkbox"/> Account Transfer TO this account
<input type="radio"/> Certificate of Deposit	<input checked="" type="checkbox"/> Account Transfer FROM this account
<input type="radio"/> Installment Loan	<input type="checkbox"/> Wire Transfer Origination
<input type="radio"/> Mortgage Loan	<input type="checkbox"/> Business Mobile Check Deposit
<input type="radio"/> Overdraft Banking	<input checked="" type="checkbox"/> Stop Payments
<input type="radio"/> Home Equity Loan	<input type="checkbox"/> Bill Pay
	<input type="checkbox"/> Direct Connect
	<input type="checkbox"/> ACH Origination
	<input checked="" type="checkbox"/> Electronic Statement
	<input checked="" type="checkbox"/> Electronic Notices

Account InformationAccount Number 137007843 Market 22Account Nickname: BK 31 Police Grants

<u>Type of Account:</u>	<u>Services for this Account:</u>
<input checked="" type="radio"/> Checking	<input checked="" type="checkbox"/> View Account Balance
<input type="radio"/> Savings	<input checked="" type="checkbox"/> Account Transfer TO this account
<input type="radio"/> Certificate of Deposit	<input checked="" type="checkbox"/> Account Transfer FROM this account
<input type="radio"/> Installment Loan	<input type="checkbox"/> Wire Transfer Origination
<input type="radio"/> Mortgage Loan	<input type="checkbox"/> Business Mobile Check Deposit
<input type="radio"/> Overdraft Banking	<input checked="" type="checkbox"/> Stop Payments
<input type="radio"/> Home Equity Loan	<input type="checkbox"/> Bill Pay
	<input type="checkbox"/> Direct Connect
	<input type="checkbox"/> ACH Origination
	<input checked="" type="checkbox"/> Electronic Statement
	<input checked="" type="checkbox"/> Electronic Notices

Account InformationAccount Number 137007851 Market 22Account Nickname: BK 32 Payroll

<u>Type of Account:</u>	<u>Services for this Account:</u>
<input checked="" type="radio"/> Checking	<input checked="" type="checkbox"/> View Account Balance
<input type="radio"/> Savings	<input checked="" type="checkbox"/> Account Transfer TO this account
	<input checked="" type="checkbox"/> Stop Payments
	<input type="checkbox"/> Bill Pay

<input type="radio"/> Certificate of Deposit <input type="radio"/> Installment Loan <input type="radio"/> Mortgage Loan <input type="radio"/> Overdraft Banking <input type="radio"/> Home Equity Loan	<input checked="" type="checkbox"/> Account Transfer FROM this account <input type="checkbox"/> Wire Transfer Origination <input type="checkbox"/> Business Mobile Check Deposit	<input type="checkbox"/> Direct Connect <input checked="" type="checkbox"/> ACH Origination <input checked="" type="checkbox"/> Electronic Statement <input checked="" type="checkbox"/> Electronic Notices
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Account Information

Account Number	<u>137007878</u>	Market <u>22</u>
Account Nickname: <u>Municipal Court</u>		

<u>Type of Account:</u> <input checked="" type="radio"/> Checking <input type="radio"/> Savings <input type="radio"/> Certificate of Deposit <input type="radio"/> Installment Loan <input type="radio"/> Mortgage Loan <input type="radio"/> Overdraft Banking <input type="radio"/> Home Equity Loan	<u>Services for this Account:</u> <input checked="" type="checkbox"/> View Account Balance <input checked="" type="checkbox"/> Account Transfer TO this account <input checked="" type="checkbox"/> Account Transfer FROM this account <input type="checkbox"/> Wire Transfer Origination <input type="checkbox"/> Business Mobile Check Deposit	<input checked="" type="checkbox"/> Stop Payments <input type="checkbox"/> Bill Pay <input type="checkbox"/> Direct Connect <input type="checkbox"/> ACH Origination <input checked="" type="checkbox"/> Electronic Statement <input checked="" type="checkbox"/> Electronic Notices
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Account Information

Account Number	<u>7014135</u>	Market <u>22</u>
Account Nickname: <u>Health Trust Claims</u>		

<u>Type of Account:</u> <input checked="" type="radio"/> Checking <input type="radio"/> Savings <input type="radio"/> Certificate of Deposit <input type="radio"/> Installment Loan <input type="radio"/> Mortgage Loan <input type="radio"/> Overdraft Banking <input type="radio"/> Home Equity Loan	<u>Services for this Account:</u> <input checked="" type="checkbox"/> View Account Balance <input checked="" type="checkbox"/> Account Transfer TO this account <input checked="" type="checkbox"/> Account Transfer FROM this account <input type="checkbox"/> Wire Transfer Origination <input type="checkbox"/> Business Mobile Check Deposit	<input checked="" type="checkbox"/> Stop Payments <input type="checkbox"/> Bill Pay <input type="checkbox"/> Direct Connect <input checked="" type="checkbox"/> ACH Origination <input checked="" type="checkbox"/> Electronic Statement <input checked="" type="checkbox"/> Electronic Notices
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ATM/Debit Card (Travel Notifications)**Account Information**

User ID _____	Market <u>Select Market...</u>
Masked Card Number _____	Pseudo Number _____

Credit Card**Account Information**

User Name _____	Market <u>Select Market...</u>
User ID _____	Pseudo Number _____
Masked Card Number _____	Pseudo Number _____

Bankcard approval required when User receiving online account access is other than the cardholder

By:

_____ (Signature) _____ (Job Title) _____ (Date)

Home Equity Loan Information

Home Equity Loan Information				
Bank	Loan Number	Loan Nickname	Advances (customer wishes to do advances)	Electronic Notices
Select Market...			<input type="checkbox"/>	<input type="checkbox"/>

****The Customer will only be able to access Line of Credit for Advances through BusinessLink upon approval of Customer's loan officer.**

Loan Officer Signature _____ Loan Officer Number _____

Attach Home Equity Loan display screen from Banking System on each loan.

Commercial Loan Information

Commercial Loan Information					
Bank	Note Number	Loan Nickname	Payments (customer wishes to make payments)	Advances (customer wishes to do advances)	Electronic Notices
Select Market...			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

****The Customer will only be able to access Line of Credit for Advances through BusinessLink upon approval of Customer's loan officer.**

Loan Officer Signature _____ Loan Officer Number _____

Fee Schedule Exhibit A

Customer Name: City of Moberly

Description	Fee Amount	Fee Method	SC Indicator
BusinessLink Corporate Setup Fee (includes one Digipass Token)	<u>\$100.00</u>	<u>Select One</u>	143
BusinessLink Corporate Monthly Maintenance Fee	<u>\$25.00</u>	<u>Select One</u>	144
BusinessLink Account Transfer Fee (per transaction)	No Charge	n/a	n/a
BusinessLink Stop Payment Fee (per transaction)	<u>\$15.00</u>	<u>Select One</u>	158
BusinessLink Stop Payment Release Fee (per transaction)	No Charge	n/a	n/a
BusinessLink Bill Pay Fee (monthly)	<u>\$6.95</u>	<u>Select One</u>	183
BusinessLink No. of Bill Pays included in monthly fee	20	n/a	n/a
BusinessLink Bill Pay Fee if exceed limit (per transaction)	<u>\$0.55</u>	<u>N/A</u>	182
BusinessLink Mobile Check Deposit Fee:	<u>N/A</u>		
BusinessLink Mobile Check Deposit Fee if exceed limit (per transac...	N/A	<u>Select One</u>	197
BusinessLink Direct Connect Monthly Fee for Quicken®, QuickBooks®	<u>\$9.95</u>	<u>Select One</u>	181
BusinessLink ACH File Fee (per file originated)	<u>\$5.00</u>	<u>Select One</u>	124
BusinessLink Domestic ACH Transfer Fee (per transaction originated)	<u>\$0.11</u>	<u>Select One</u>	146
BusinessLink Same Day ACH Transaction Premium Fee (per transaction originated)	\$0.75	<u>Select One</u>	164
BusinessLink International ACH Transaction Fee (per transaction originated)	<u>\$5.00</u>	<u>Select One</u>	AA
BusinessLink ACH per Return Transaction Fee	<u>\$3.00</u>	<u>Select One</u>	159
BusinessLink ACH per Unauthorized Return Transaction Fee	<u>\$7.50</u>	<u>Select One</u>	165
BusinessLink Domestic Wire Transfer Fee (per transaction originated)	<u>\$20.00</u>	<u>Select One</u>	155
BusinessLink Int'l Wire Transfer Fee (per transaction originated)	<u>\$65.00</u>	<u>Select One</u>	189
Two-Factor Authentication:	One Token Included	<u>Fee Amount</u>	<u>Select One</u>
	# of Additional Tokens		
Charge Account	<u>137007754</u>	Effective Date	<u>07/01/2023</u>

Employee Name: Michelle LeGrand
Operator ID: 22399
Market Code: 022
Branch Number: 1
Phone Ext: 25279
BusinessLink Specialist: Michelle LeGrand
Operator ID: 22399
Branch Number: 1
Date: 07/01/2023
Phone Ext: 25279
Comments:

No changes being made - just completing for Administrative purposes due to the retirement of Gregory Hodge. Matt Douglass will now be allowed to sign alone on paperwork due to City Ordinance #8949 being updated.

Scan to Remote Scan - BusinessLink Documents

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: July 17, 2023

Agenda Item: A Resolution Of The City Of Moberly, Missouri, Authorizing Application For A 2023 State Homeland Security Program Grant.

Summary: Police Department SWAT Team's heavy body armor has reached the end of the manufacturer's warranty and needs to be replaced. Moberly Police participates in the Missouri Counter Terrorism Officer training program and that officer qualifies to apply for the FY2023 SHSP CTO equipment grant to replace his out of warranty heavy tactical vest, update ballistic helmet and protective respirator.

Recommended Action Approve the 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___ **Brubaker** _____

Council Member

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Lucas** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING
APPLICATION FOR A 2023 STATE HOMELAND SECURITY PROGRAM GRANT.**

WHEREAS, the tactical vest used by the Police Department's SWAT officer is out of warranty and must be replaced; and

WHEREAS, the Missouri Department of Public Safety is offering a 2023 State Homeland Security Program grant which would provide funds to purchase a new tactical vest, update the ballistic helmet and update the protective respirator; and

WHEREAS, attached hereto is a grant application form which must be submitted to receive consideration for the grant; and

WHEREAS, City staff requests authority to prepare and submit the grant application.

NOW, THEREFORE, BE IT RESOLVED this 17th day of July, 2023, by the City Council for the City of Moberly, Missouri, that City staff is to prepare and submit an application for grant funding described herein and further that the City Manager is hereby authorized to take such other and further action necessary to accomplish the purpose of this Resolution.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Missouri Department of Public Safety

Application

157559 - FY 2023 SHSP Counter Terrorism Officer (CTO) Equipment Grant - Final Application

157601 - Updating aging protective equipment
State Homeland Security Program (SHSP)

Status: Editing

Submitted
Date:

Submitted
By:

Applicant Information

Primary Contact:

Name:*	Officer Title	Adam First Name	Swon Last Name
Job Title:*	Community Policer Officer		
Email:*	Aswon@moberlypd.com		
Mailing Address:*	300 n Clark		
Street Address 1:			
Street Address 2:	300 n Clark		
*	MOBERLY City	Missouri State/Province	65270 Postal Code/Zip
Phone:*	660-651-8728		
Fax:	660-263-0346		

Ext.

Organization Information

Applicant Agency:*	Moberly, Police Department	
Organization Type:*	Government	
Federal Tax ID#:*	436002348	
DUNS #:	080020845	
Unique Entity ID:*	ZFDYKNHMPTK9	
SAM/CCR CAGE Code:	6SBK1	01/08/2023 Valid Until Date
Organization Website:	www.moberlypd.com	
Mailing Address:*	300 N. Clark Street	
Street Address 1:		

Street Address 2:

City* Moberly Missouri 65270 5211
City State/Province Postal Code/Zip + 4
County:* Randolph
Congressional District:* 09
Phone:* 660-263-0346 Ext.
Fax: 660-263-8540

Contact Information

Authorized Official

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract and is generally the applicant's elected or appointed chief executive. For example:

- If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official
- If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official
- If the applicant agency is a State Department, the Director shall be the Authorized Official
- If the applicant agency is a college/university, the President shall be the Authorized Official
- If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, this includes Fire Protection Districts
- If the applicant agency is an Regional Planning Commission or Council of Government, the Executive Director shall be the Authorized Official
- If the applicant agency is a special district, such as Fire Protection District or Ambulance District, the Board Chair/President shall be the Authorized Official

****If the Authorized Official has a different title, than those listed above, official documentation naming that position as the Authorized Official for your agency must be included in the application attachments or your application will not be considered for funding****

****This is not an all-inclusive list. If your agency does not fall into the above categories or you are unsure of who the Authorized Official should be for your agency, please contact the Missouri Office of Homeland Security at (573) 522-6125****

Authorized Official:* Mayor Tim Brubaker
Title (Mr.Ms.etc) First Name Last Name

Job Title:* Mayor City of Moberly

Agency:* City of Moberly

Mailing Address:* 101 W Reed

Street Address 1:

Street Address 2:

* Moberly Missouri 65270
City State Zip Code

Email:* tbrubaker@cityofmoberly.com

Phone:* 660-269-8705
Office Ext. Cell

Fax:

Applicant Project Director

Applicant Project Director:* Officer Adam Swon
Title (Mr.Ms.etc) First Name Last Name

Job Title:* Community Police Officer

Agency:* Moberly PD

Mailing Address:* 300 n Clark

Street Address 1:**Street Address 2:**

*

MOBERLY

Missouri

65270

City

State

Zip Code

Email:*

Aswon@moberlypd.com

Phone:*

660-263-0346

Office

Ext.

Cell

Fax

660-263-8540

Fiscal Officer**Fiscal Officer:***

Mr

Greg

Hodge

Title (Mr.Ms.etc)

First Name

Last Name

Job Title:*

Finance Officer

Agency:*

City of Moberly

Mailing Address:*

101 W Reed

Street Address 1:**Street Address 2:**

*

Moberly

Missouri

65270

City

State

Zip Code

Email:*

greggh@cityofmoberly.com

Phone:*

660-269-8705

Office

Ext.

Cell

Fax**Project Contact Person****Project Contact Person:**

Officer

Adam

Swon

Title (Mr.Ms.etc)

First Name

Last Name

Job Title:**Agency:**

Moberly Police Dept

Mailing Address:

300 n Clark

Street Address 1:**Street Address 2:**

MOBERLY

Missouri

65270

City

State

Zip Code

Email:

Aswon@moberlypd.com

Phone:

660-263-0346

Office

Ext.

Cell

Fax:

660-263-8540

220

Section A.1 through B.4

A. Project Worksheet

A.1 Project Title:*	Updating aging protective equipment
A.2 Agency Name:*	Moberly Police Department
A.3 Region:*	B
A.4 County:*	Randolph
A.5 Project Location Zip Code:*	65270
A.6 Project Activity Type:*	Administer and manage the grant
A.7 Project Description*	Replace aging personal protective equipment for Counter Terrorism Officer (CTO)
A.8 Provide a summary of specific project actions/items that will be purchased with grant funds:*	Replace an out of date set of external armor, update helmet and protective respirator
A.9 Provide estimated duration of the project (how long will it take to complete this project):*	6 months from time of approval
A.10 What are the objectives this project is designed to accomplish? (the purpose of the project)*	Currently the CTO for Moberly Police Department is using an out of date set of external armor. This project would provide them with a new complete set of protective equipment.
A.11 How does this project align with/increase terrorism preparedness?*	The CTO is the first line of response to any terrorism related event. Whether that be in response to an attack or in the investigation of terrorist activity. Them having current protective equipment is important.
A.12 How will the requested equipment assist the Counter Terrorism Officer (CTO)/agency in the prevention, protection, and/or mitigation of acts of terror?*	This protective equipment will allow the CTO to be as safe as possible in high threat environments while conducting operations and responding to events.
A.13 List the critical infrastructure or key resource(s) (CI/KR) within your jurisdiction.*	<p>Moberly is a key shipping center with both retail and industrial warehouses located here to be near the US 24/US 63 junction. Norfolk Southern also operates a switch yard locally and defense shipments routinely</p> <p>Moberly is home to 2 colleges and a regional hospital. Our school district has 6 campuses located in the city.</p> <p>Randolph County contains a regional Electric power plant and a large natural gas pipeline. Both critical infrastructure.</p>
A.14 List the identified threats and hazards within your jurisdiction and how this equipment	Our community could be targeted for domestic terrorism in the form of a School Active Killer Event. Protective equipment such as this would help in both a response and would be useful should our CTO be able to develop intelligence prior to the attack.

will be utilized to mitigate those identified threats and hazards.*

We also have major transportation routes, pipelines, powerplants, medical and educational centers which could be targeted.

A.15 Why is this project necessary for the jurisdiction, region, and state?*

Locally this equipment would provide the protection that our CTO needs in high risk environments.

Since our SWAT team and our CTO are available to both the region and the state on demand this equipment would be used in any response we participate in at those levels. Moberly Police Department has a history of being a regional resource for major events.

A.16 How does your agency plan to financially sustain the requested items in the future without grant funding?*

This equipment is a one time purchase with a life span of five years.

B. Project Capability, THIRA and Dual Use

B.1 Did your agency participate in the development of your respective region's Threat and Hazard Identification and Risk Assessment (THIRA)?*

No

B.1.a If you answered no to Question B.1, please explain why your agency did not participate.

we did not have the staffing at that time. Moberly Fire Department was able to attend.

Please review the State FY 2022 MO THIRA and FY 2022 MO SPR to determine the following:

B.2 Which Primary Core Capability best aligns to this project? Note: Your project must align to a Protection of Soft Targets/Crowded Places Primary Core Capability. A list of eligible Core Capabilities are included in the Notice of Funding Opportunity NOFO).*

Interdiction and disruption

B.3 Which POETE (Planning, Organization, Equipment, Training, and Exercise) category(s) does your project address? *

Since this is personal protective equipment it fits into all the categories for which our CTO would respond.

1000 Character Limit

B.4 How does this project impact the Capability Target listed on the State THIRA/SPR for the Core Capability chosen in B.2 and the POETE category(s) listed in B.3?*

Supplying personal protective equipment to our CTO helps them meet their most likely role in several of the Core Capabilities. Those include but are not limited to Interdiction and disruption as outlined in page 21 of the 2023SPR and One Scene Protection, Security and Law enforcement as outlined on page 100 of the 2023SPR

1000 Character Limit

B.5 If this project is dual use, please describe how this project supports terrorism preparedness, and how this project increases preparedness for other hazards unrelated to terrorism: (both terrorism preparedness, and other unrelated hazards)?

This equipment would also allow the CTO to function with this equipment with the Moberly PD SWAT team as well as any other local or regional response in which this kind of equipment and our officer would be helpful.

Dual use are activities, which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. Funding for activities not explicitly focused on terrorism preparedness must demonstrate Dual Use. 1000 Character Limit

C. Deployable/Shareable Resources

Deployable Resource: Identifies the availability and utility of an asset to multiple jurisdictions, regions, and the Nation; provides information on mobility of assets in an area. An asset that is physically mobile and can be used anywhere in the United States and territories via Emergency Management Assistance Compacts or other mutual aid/assistance agreements.

Shareable Resource: Provides information on the utility of a non-deployable shared asset in a region; identifies the asset's ability to augment and sustain a reinforced response within a region. An asset that can be utilized as a local, state, regional, or national capability, but is not physically deployable (i.e., fusion centers).

C.1 Does this project fund resources that are:*

Deployable Resource

If answered Deployable in question C.1 complete questions C.2-C.8.
If answered Shareable in question C.1 complete questions C.2-C.4.
If answered NA in question C.1 skip to Section D.

C.2 Item Name: 6-509-1364 Mobile Field Force Officer

C.3 If this is a sustainment project, describe how the project sustains the deployable/shareable resource?:

By updating and replacing protective equipment our officer is ready to serve in this task.

250 Character Limit

C.4 Are there any special conditions/requirements on sharing the deployable/shareable resources(s)?

Yes
Example: Specific requirements of equipment, operator, etc.
250 Character Limit

C.4.a Please explain the special conditions/requirements on sharing the deployable/shareable resource.

A request for Mutual Aid would be required outside of Randolph County

FEMA Resource Typing Library Tool is located at <https://rtlt.preptoolkit.org/Public>.

C.5 Is deployable resource NIMS Kind & Typed?:

Yes

C.6 Deployable Resources Kind & Type Name(s):

Special Weapons and Tactics Team

Example: Patrol Team Officer
250 Character Limit

C.7 Deployable Resources Kind & Type ID(s): (ID x-xxx-xxxx)

6-509-1378 Special Weapons and tactics team member.

Our CTO functions within our SWAT and they would be available as a regional or state wide resource which would include this personal protective equipment.

Example: ID 6-509-1369
250 Character Limit

C.8 If not NIMS Kind & Typed, explain how the item further supports the Homeland Security Initiative:

250 Character Limit

D. Audit Details

D.1 Has the Applicant Agency exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year?:*

Yes

If the applicant agency exceeded the federal expenditure threshold in their last fiscal year, they must have their Single Audit or Program Specific Audit completed and submitted to the OHS within nine (9) months after the end of the audited fiscal year.

D.2 Date last audit/financial statement completed: MM/DD/YYYY*

06/30/22

If an agency has never had an audit, please enter the date of their last annual financial statement.

D.3 By checking this box the applicant agency understands they are required to upload a copy of the agency's most recent completed audit (or annual financial statement) in the Named Attachments section of this application:*

Yes

E. Risk Assessment

E.1 Does the applicant agency have new personnel that will be working on this award?:*

No

New personnel is defined as working with this award type less than 12 months.

E.2 Does the applicant agency have a new fiscal or time accounting system that will be used on this award?:*

No

New fiscal or time accounting system is defined as a system being utilized less than 12 months within the applicant agency.

E.3 Does the applicant agency receive any direct Federal awards?:*

No

Direct grants are grants that you apply directly to the federal government for and there is no intermediary agency such as OHS.

E.4 Did the applicant agency receive any Federal monitoring on a direct federal award in their last fiscal year?:*

No

F. National Incident Management System (NIMS)

Please select Yes/No to questions F.1-F.14. If you answer no to any of these questions, explain planned activities during the grant period to strive towards being NIMS compliant in F.15. If your agency is a Regional Planning Commission (RPC) or Council of Government (COG) and questions F.1-F.14 do not apply, select N/A.

F.1 Has the jurisdiction formally adopted the National Incident Management System (NIMS) throughout the

Yes

jurisdiction or organization to prevent, protect against, mitigate, respond to, and recover from incidents?.*

F.2 Has the jurisdiction ensured training for the incident personnel incorporates NIMS training that is pertinent to each individuals incident responsibilities in alignment with the NIMS training program?.*

Yes

F.3 Does the jurisdiction develop, maintain, and implement mutual aid agreements (to include agreements with the private sector and nongovernmental organizations)?.*

Yes

F.4 Does the jurisdiction apply ICS as the standard approach to the on-scene command, control, and coordination of incidents?.*

Yes

F.5 Does the jurisdiction enable effective and secure communications within and across jurisdictions and organizations?.*

Yes

F.6 Does the jurisdiction identify and inventory deployable incident resources consistently with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool?.*

No

F.7 Has your agency designated a point of contact to serve as the principal coordinator for the implementation of NIMS?.*

Yes

F.8 Has your agency adopted NIMS terminology for the qualification, certification, and credentialing of incident personnel?.*

Yes

F.9 Does your agency use the NIMS Resource

Yes

Management Process during incidents? (identify requirements, order and acquire, mobilize, track and report, demobilize, reimburse and restock)*

F.10 Does your agency implement Joint Information System (JIS) for the dissemination of incident information to the public, incident personnel, traditional and social media, and other stakeholders?* Yes

F.11 Does your agency use Multiagency Coordination (MAC) Groups/Policy Groups during incidents to enable decision making among elected and appointed officials and support resource prioritization and allocation?* Yes

F.12 Does your agency organize and manage EOC's and EOC teams consistent with pertinent NIMS guidance?* Yes

F.13 Does your agency apply plain language and clear text communications standards?* Yes

F.14 Does your agency develop, maintain, and implement procedures for data collection, analysis, and dissemination to meet organizational needs for situational awareness?* Yes

If answered No to any questions F.1-F.14, please explain planned activities during grant period to strive towards being NIMS compliant.

F.15 Planned Activities: f.6 special operations uses the NIMS framework but it would require additional training for Patrol Level functions.

Several of these functions are administered through our local Emergency Operation personnel

G. Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

SHSP Certified Assurances

G.1 By checking this box, I have read and agree to the terms and conditions of this grant:* Yes

In order to be considered eligible for funding, the correct Authorized Official must be designated and have knowledge of the certified assurances associated with this funding opportunity. If the incorrect Authorized Official is listed in G.2 of the application, the application will be deemed ineligible for funding.

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract and is generally the applicant's elected or appointed chief executive. For example:

- If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official
- If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official
- If the applicant agency is a State Department, the Director shall be the Authorized Official
- If the applicant agency is a college/university, the President shall be the Authorized Official
- If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, this includes Fire Protection Districts.
- If the applicant agency is an Regional Planning Commission (RPC) or Council of Government (COG), the Executive Director shall be the Authorized Official
- If the applicant agency is a special district, such as Fire Protection District or Ambulance District, the Board Chair/President shall be the Authorized Official

If a designee is being utilized to authorize the application, the Missouri Department of Public Safety (DPS) reserves the right to request documentation that indicates the designee has the authority to legally bind the applicant into a contract in lieu of the Authorized Official at the time of application submission.

If the Authorized Official has a different title, than those listed above, official documentation naming that position as the Authorized Official for your agency must be included in the application attachments or your application will not be considered for funding

The above list is not an all-inclusive list. If you do not fall into the above listed categories, or if you are unsure of who the Authorized Official is for your agency, please contact the Missouri Office of Homeland Security at (573) 522-6125.

G.2 Authorized Official Name and Title:* Mayor Tom Brubaker

G.3 Name and Title of person completing this proposed application:* Officer A J Swon

G.4 Date:*

Radio Interoperability

Refer to the Radio Interoperability Guidelines for reference to a list of radios certified as meeting the P25 standard by the Missouri Department of Public Safety, and certified to operate on the MOSWIN by the manufacturer.

1. Are you applying for interoperable communications equipment? No

Equipment

Line Item Name:	AEL #:	Qty:	Unit Cost:	Total Cost:	Sustainment:	Discipline:	Function:	Allowable Activity:
Helmet Ballistic	01LE-01-HLMT - Helmet, Ballistic	1.0	\$565.00	\$565.00	Yes	Agriculture	Planning	Developing related terrorism and other catastrophic event prevention activities
Armis Tactical Vest	01LE-01-ARMR - Armor, Body	1.0	\$2,880.00	\$2,880.00	Yes	Law Enforcement	Equipment	Personal Protective Equipment

227

(St Joe pattern)								
Avon C50 First Responder	01AR-02-APR - Respirator, Air-Purifying, Full-Face, Tight-Fitting, Negative Pressure, CBRN	1.0	\$793.00	\$793.00	Yes	Law Enforcement	Equipment	Personal Protective Equipment
				\$4,238.00				

Narrative Justification - Equipment

Personal Protective equipment is important for any officer who might be put at risk due to their duties as a Counter Terrorism Officer. This request is to replace an out of date vest and update a helmet and gas mask. These three pieces of PPE make up the majority of the cost of providing good protective equipment to a Counter Terrorism Officer. The Armis vest was chosen by this department as their new special operations tactical vest between 3 competitors(attached letter). The Avon C50 mask has been in use by this department and its choice allows intercompatibility with the existing systems. The Hard Hat Veterans helmet was chosen as it was the lowest cost option yet was manufactured in the USA and meets NIJ specs for Ballistic protection. The Moberly Police Department would absorb all costs in excess of this budget should prices change.

5000 Character Limit

Supplies/Operations

Supply/Operation Type:	Item Name:	Qty:	Unit Cost:	Total Supply or Operation Expense Cost:	Discipline:	Function:	Allowable Activity:
				\$0.00			

Narrative Justification - Supplies/Operations

5000 Character Limit

Total Budget

Total Equipment: \$4,238.00
Total Supplies/Operation: \$0.00
Total Project Cost: \$4,238.00

Named Attachments

Attachment	Description	File Name	Type	File Size
Audit/Financial Statement (REQUIRED)*	Moberly Audit 06/30/22	Moberly Financial Statements FY22.pdf	pdf	2.9 MB
Quote or other costs basis	Cost of Helmet and protective mask.	20230623154946382.pdf	pdf	1.9 MB
Other Supporting Information	Letter of explanation of selection of ARMIS vests for Moberly PD SWAT by Sgt Calvert(SWAT Team Leader)	bobby letter.pdf	pdf	1.3 MB
Other Supporting Information	Letter from Cpl West	ctoletter.pdf	pdf	293 KB
Other Supporting Information				
Other Supporting Information				
Other Supporting Information				

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#15.

Department: City Clerk

Date: July 17, 2023

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

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

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget : N/A

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** ___ ___

Council Member

M___ S___ **Lucas** ___ ___

M___ S___ **Jeffrey** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI TO PAY EXPENSES DUE BETWEEN JULY 1, 2023 AND JULY 17, 2023, IN THE AMOUNT OF \$951,126.96

WHEREAS, the funds are to be disbursed as follows:

General Fund	\$	341,399.27
Non-Resident Lodging Tax Fund	\$	14,200.00
Payroll Fund	\$	50,644.17
Solid Waste Fund	\$	72,203.89
Heritage Hills Golf Course Fund	\$	3,834.00
Parks and Recreation Fund	\$	175,680.15
Airport Fund	\$	1,026.55
Perpetual Care Cemetery Fund	\$	54.00
Veterans Flag Project Fund	\$	200.45
Utilities Collection Fund	\$	3,355.21
Utilities Operating & Maintenance Fund	\$	185,158.15
Utilities Reserve Fund	\$	5,869.43
Route JJ Sewer Extension Fund	\$	3,531.84
Emergency Telephone Fund	\$	1,705.32
Transportation Trust Fund	\$	8,727.92
Street Improvement Fund	\$	12,618.69
Ameren Solar Rebates Fund	\$	1,719.49
Solar Systems Settlement Fund	\$	3,910.33
Downtown CID Property Tax Fund	\$	15,848.17
Health Trust Fund	\$	49,439.93
Total:	\$	951,126.96

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

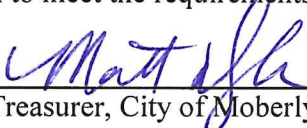
RESOLVED the 17th day of July 2023 by the Council of the City Of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

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



City Treasurer, City of Moberly, Missouri

City of Moberly
Live 11.07.2022 Hosted

Check Register - City of Moberly
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Report Criteria:

Report type: Summary

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

Check Number	Check Issue Date	Vendor Number	Payee	Amount
93838	07/06/2023	10000	2RY ENTERPRISE LLC	5,120.00
93839	07/06/2023	10018	AFLAC GROUP INSURANCE	1,062.04
93840	07/06/2023	10020	AHRENS STEEL & WELDING INC	3,040.72
93841	07/06/2023	10021	AIRMEDCARE NETWORK	6,721.00
93842	07/06/2023	10027	AMAZON CAPITAL SERVICES	750.67
93843	07/06/2023	10044	AT&T 5001	10.70
93844	07/06/2023	10044	AT&T 5001	1,694.62
93845	07/06/2023	10080	BOB'S TIRE LLC	60.00
93846	07/06/2023	10098	CAPITAL ONE	1,411.06
93847	07/06/2023	10105	CASON BUILDING MAINTENANCE INC	2,463.70
93848	07/06/2023	10119	CLEAVINGER, HADLEY	225.00
93849	07/06/2023	94990	COMPLETE FAMILY MEDICINE	874.00
93850	07/06/2023	10138	CUNNINGHAM VOGEL & ROST PC	55.50
93851	07/06/2023	10155	DMC CONCRETE CONSTRUCTION	11,446.00
93852	07/06/2023	95524	EFFECTIVE COMMUNICATIONS INC	9.00
93853	07/06/2023	10162	ELEVATE EQUIPMENT & CONCRETE	15.70
93854	07/06/2023	10702	ENGEL, JACKSON	250.00
93855	07/06/2023	10170	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	1,667.00
93856	07/06/2023	95593	ESRY, DANIEL	385.00
93857	07/06/2023	10176	FASTENAL COMPANY	76.55
93858	07/06/2023	10179	FEHLING SMALL ENGINE LLC	336.25
93859	07/06/2023	10703	FLETCHER, CARSON	260.00
93860	07/06/2023	95752	FOSTER BROS. WOOD PRODUCTS INC	713.00
93861	07/06/2023	10194	FUSION TECHNOLOGY LLC	144.98
93862	07/06/2023	10718	GRAY DESIGN GROUP	5,251.90
93863	07/06/2023	96032	GREY HOSPITALITY LLC	2,000.00
93864	07/06/2023	10223	HAWKINS INC	2,154.00
93865	07/06/2023	10713	HYDRO BIOSCIENCE, LLC	18.86
93866	07/06/2023	10601	JACKSON BROTHERS OF THE NORTH	147.75
93867	07/06/2023	10269	L & J DEVELOPMENT INC	122,945.72
93868	07/06/2023	10270	LAND/CHARITON COUNTY CONCRETE	1,714.50
93869	07/06/2023	97258	MARTIN, TAYLOR	613.00
93870	07/06/2023	10704	MARTIN, WILLIAM	380.00
93871	07/06/2023	10631	MIDWAY HAULING	1,086.80
93872	07/06/2023	10344	MISSOURI PUBLIC UTILITY ALLIANCE	9,600.00
93873	07/06/2023	97597	MISSOURI STATE TROOPERS ASSOCIATION	300.00
93874	07/06/2023	97605	MITCHELL, COLBY	930.00
93875	07/06/2023	97610	MITCHELL, TRAVIS	425.00
93876	07/06/2023	10375	NEMO ELECTRIC CO INC	5,494.00
93877	07/06/2023	10398	PEST PRO SOLUTIONS INC	100.00
93878	07/06/2023	10399	PETTY CASH	100.00
93879	07/06/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	122.40
93880	07/06/2023	98155	POEPPING STONE BACH & ASSOCIATES INC	3,531.84
93881	07/06/2023	10410	PRO PUMPING & HYDROJETTING LLC	920.00
93882	07/06/2023	10418	RANDOLPH AREA YMCA	2,315.48
93883	07/06/2023	10424	RANDOLPH COUNTY RECORDER	54.00
93884	07/06/2023	10721	REVENANT TRAINING GROUP LLC	825.00
93885	07/06/2023	10447	SAMS CLUB	3,641.38
93886	07/06/2023	10459	SCHULTE SUPPLY INC	10,415.48
93887	07/06/2023	10705	SCOTT, KATELYN	180.00
93888	07/06/2023	10485	STAPLES	1,140.98
93889	07/06/2023	10486	STARGUARD ELITE LLC	100.00
93890	07/06/2023	10720	STEEVES, ZACHARIAH	155.49

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93891	07/06/2023	10501	THOMAS HILL PUBLIC WATER SUPPLY	86.16
93892	07/06/2023	99416	TITAN INDUSTRIAL CHEMICALS LLC	802.70
93893	07/06/2023	10607	T-MOBILE	2,518.01
93894	07/06/2023	10722	TOTAL POWDER COAT & FINISH	50.00
93895	07/06/2023	10716	TRACY, RYAN	300.00
93896	07/06/2023	10514	TURFMARK SERVICES LLC	1,550.00
93897	07/06/2023	10519	UNIFIRST CORPORATION	279.64
93898	07/06/2023	99523	UNITED INDUSTRIES INC	396.84
93899	07/06/2023	10525	UNITED WAY	1,166.95
93900	07/06/2023	10533	VALIC	1,065.00
93901	07/06/2023	10715	WALES, ADDI	290.00
93902	07/06/2023	99659	WALKER, TODD	15.16
93903	07/06/2023	10719	WEHMEYER, KARA	150.00
93904	07/06/2023	99730	WEHMEYER, LISA	150.00
93905	07/06/2023	10569	WIRELESS USA	557.35
93906	07/06/2023	10573	WOOGEDY LLC	50.00
93907	07/06/2023	10644	WSKF ARCHITECTS	13,549.40
93908	07/13/2023	93957	ACE PIPE CLEANING INC	101,413.00
93909	07/13/2023	10027	AMAZON CAPITAL SERVICES	852.86
93910	07/13/2023	10028	AMEREN MISSOURI	24.06
93911	07/13/2023	10028	AMEREN MISSOURI	34.29
93912	07/13/2023	10032	APOLLO PORTA POTTIES & PUMPING SERVICES	395.00
93913	07/13/2023	94117	ARNSPERGER, MARK	6.00
93914	07/13/2023	10046	ATCO INTERNATIONAL	1,008.00
93915	07/13/2023	10056	BACKGROUND INVESTIGATION BUREAU LLC	224.50
93916	07/13/2023	10061	BANNER FIRE EQUIPMENT INC	3,302.25
93917	07/13/2023	10695	BLUE CARDINAL CHEMICAL LLC	262.35
93918	07/13/2023	10080	BOB'S TIRE LLC	435.00
93919	07/13/2023	94468	BOTKINS TRUCKING LLC	288.32
93920	07/13/2023	10087	BRENDLINGER ENTERPRISES INC	2,279.00
93921	07/13/2023	94593	BROWNFIELD OIL CO INC	165.00
93922	07/13/2023	94601	BRUNDAGE ENVIRONMENTAL	1,768.43
93923	07/13/2023	10095	BUTLER SUPPLY INC	135.48
93924	07/13/2023	94733	CAPITAL SAND COMPANY	692.11
93925	07/13/2023	10111	CHAPPYS LLC	150.00
93926	07/13/2023	10116	CIVICPLUS	6,606.67
93927	07/13/2023	10119	CLEAVINGER, HADLEY	180.00
93928	07/13/2023	10121	COE EQUIPMENT	36.11
93929	07/13/2023	94990	COMPLETE FAMILY MEDICINE	35.00
93930	07/13/2023	10127	CORE & MAIN LP	9,122.33
93931	07/13/2023	95101	CRANE, BRIAN	45.92
93932	07/13/2023	10135	CULLIGAN WATER CONDITIONING	84.77
93933	07/13/2023	10155	DMC CONCRETE CONSTRUCTION	1,687.20
93934	07/13/2023	95406	DOUGLAS, CATHERINE PAIGE	400.00
93935	07/13/2023	10687	DYSART LANDSCAPING LLC	387.00
93936	07/13/2023	10162	ELEVATE EQUIPMENT & CONCRETE	34.44
93937	07/13/2023	10723	ENCORE	2,338.72
93938	07/13/2023	10702	ENGEL, JACKSON	230.00
93939	07/13/2023	95593	ESRY, DANIEL	465.00
93940	07/13/2023	10176	FASTENAL COMPANY	468.80
93941	07/13/2023	10179	FEHLING SMALL ENGINE LLC	692.17
93942	07/13/2023	10703	FLETCHER, CARSON	385.00
93943	07/13/2023	10194	FUSION TECHNOLOGY LLC	1,781.54
93944	07/13/2023	10197	GALLS LLC	1,002.27
93945	07/13/2023	10724	GRAY ELECTRIC	2,550.00
93946	07/13/2023	10206	GREATLIFE MIDMO LLC	3,834.00
93947	07/13/2023	10229	HEIMAN FIRE EQUIPMENT INC	20,475.00

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93948	07/13/2023	10246	IDEXX DISTRIBUTION CORP	488.74
93949	07/13/2023	10249	INOVATIA LABORATORIES LLC	289.20
93950	07/13/2023	10601	JACKSON BROTHERS OF THE NORTH	251.25
93951	07/13/2023	10264	KIWANIS OF MOBERLY	666.00
93952	07/13/2023	10267	KOHL WHOLESale	14,780.38
93953	07/13/2023	10270	LAND/CHARITON COUNTY CONCRETE	4,629.00
93954	07/13/2023	10272	LATSON, DOROTHY	185.45
93955	07/13/2023	10273	LAUBER MUNICIPAL LAW LLC	1,096.50
93956	07/13/2023	10289	MACON ELECTRIC COOPERATIVE	42.88
93957	07/13/2023	97258	MARTIN, TAYLOR	473.00
93958	07/13/2023	10704	MARTIN, WILLIAM	355.00
93959	07/13/2023	10301	MATHESON TRI GAS INC	208.65
93960	07/13/2023	97338	MCCLURE ENGINEERING COMPANY	4,500.00
93961	07/13/2023	10309	MCM SYSTEMS	17,111.95
93962	07/13/2023	10315	MFA INCORPORATED	308.96
93963	07/13/2023	10316	MFA OIL COMPANY	3,801.43
93964	07/13/2023	97587	MISSOURI MUNICIPAL ATTORNEYS A	55.00
93965	07/13/2023	97605	MITCHELL, COLBY	815.00
93966	07/13/2023	97610	MITCHELL, TRAVIS	340.00
93967	07/13/2023	10355	MO ONE CALL SYSTEM INC	301.05
93968	07/13/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	14,200.00
93969	07/13/2023	97652	MOBERLY AREA COUNCIL OF THE AR	1,000.00
93970	07/13/2023	10360	MOBERLY COMMUNITY BETTERMENT	1,500.00
93971	07/13/2023	97919	MOBERLY COMMUNITY FOUNDATION	1,000.00
93972	07/13/2023	10362	MOBERLY MONITOR INDEX	260.00
93973	07/13/2023	10363	MOBERLY MOTOR COMPANY	107,576.57
93974	07/13/2023	10370	MOTOROLA	32,056.98
93975	07/13/2023	97776	MUNICIPAL EQUIPMENT CO INC	668.68
93976	07/13/2023	97789	MUTTER, DON	725.60
93977	07/13/2023	10376	NEUMAYER EQUIPMENT CO INC	249.25
93978	07/13/2023	10383	ONMEDIA-COLUMBIA	2,123.00
93979	07/13/2023	10384	O'REILLY AUTOMOTIVE STORES INC	173.19
93980	07/13/2023	10725	PAPA ROCK LLC	20.00
93981	07/13/2023	10395	PEPSI-COLA	2,569.96
93982	07/13/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	186.62
93983	07/13/2023	10410	PRO PUMPING & HYDROJETTING LLC	2,817.50
93984	07/13/2023	10412	Q SECURITY SOLUTIONS LLC	223.00
93985	07/13/2023	10413	QUALITY RENTAL CENTER	257.00
93986	07/13/2023	10424	RANDOLPH COUNTY RECORDER	27.00
93987	07/13/2023	10431	RETAIL STRATEGIES LLC	40,000.00
93988	07/13/2023	10442	RSINET	180.00
93989	07/13/2023	10444	SAFE PASSAGE	176.00
93990	07/13/2023	10689	SAM GRAVES OFFICE SUPPLY ACCOUNT	657.55
93991	07/13/2023	10705	SCOTT, KATELYN	135.00
93992	07/13/2023	10465	SENIOR AMERICANS MULTIPURPOSE CENTER	4,000.00
93993	07/13/2023	10469	SHERWOODS SIGNS LLC	152.50
93994	07/13/2023	10486	STARGUARD ELITE LLC	1,200.00
93995	07/13/2023	10490	SUMNER ONE	331.25
93996	07/13/2023	10493	SWALLOW TROPHY & ENGRAVING	15.00
93997	07/13/2023	99386	THOMPSON, RANDALL	330.00
93998	07/13/2023	10503	THOMSON REUTERS-WEST	53.00
93999	07/13/2023	10716	TRACY, RYAN	85.00
94000	07/13/2023	10511	TRAVELSTORYSGPS LLC	1,500.00
94001	07/13/2023	10728	TWISTED FIREWORKS	885.31
94002	07/13/2023	10519	UNIFIRST CORPORATION	139.23
94003	07/13/2023	99523	UNITED INDUSTRIES INC	116.61
94004	07/13/2023	10529	USA BLUE BOOK	1,136.78

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Check Number	Check Issue Date	Vendor Number	Payee	Amount
94005	07/13/2023	10715	WALES, ADDI	162.00
94006	07/13/2023	10556	WESTLAKE HARDWARE	1,520.15
94007	07/13/2023	10727	WHEELAN, SIDNEY	5,000.00
94008	07/13/2023	10565	WILLIS BROS INC	23,231.60
94009	07/13/2023	10566	WILLIS, MARK	4,000.00
94010	07/13/2023	10569	WIRELESS USA	55.76
94011	07/13/2023	10573	WOOGEDY LLC	477.00
94012	07/13/2023	10580	ZURCHER TIRE INC	1,434.00
20230705	07/06/2023	10100	CAPITAL RX INC	190.00 M
20230706	07/06/2023	10373	MUTUAL OF OMAHA	2,512.72 M
20230707	07/06/2023	10518	UMR	6,453.16 M
20230708	07/06/2023	10518	UMR	33,114.15 M
20230709	07/06/2023	10518	UMR	448.90 M
20230711	07/11/2023	10726	HOMAN, STEVE	600.00 M
20230712	07/12/2023	10335	MISSOURI DEPARTMENT OF REVENUE 840	3,255.21 M
202302302	07/06/2023	10365	MOBERLY SOLAR LLC	15,660.16
202302303	07/13/2023	10324	MIRMA	950.00
202302304	07/13/2023	10336	MISSOURI LAGERS	46,559.18
202302305	07/13/2023	10359	MOBERLY AREA ECONOMIC DEVELOPMENT COR	43,750.00
202302306	07/13/2023	10546	WASTE MANAGEMENT SOLUTIONS	73,047.56
202302307	07/13/2023	10559	WEX BANK	14,567.52
Grand Totals:				951,126.96

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100.000.1600	274.20	.00	274.20
100.000.1601	2,838.81	.00	2,838.81
100.000.2000	1,442.26	342,841.53-	341,399.27-
100.000.2200	885.31	.00	885.31
100.001.5200	41.53	.00	41.53
100.001.5211	35.97	.00	35.97
100.001.5402	650.00	.00	650.00
100.001.5403	20.98	.00	20.98
100.002.5200	18.98	.00	18.98
100.002.5211	35.97	.00	35.97
100.002.5402	300.00	.00	300.00
100.003.5200	41.54	.00	41.54
100.003.5211	35.97	.00	35.97
100.003.5404	222.00	.00	222.00
100.003.5807	45.92	.00	45.92
100.004.5402	330.00	.00	330.00
100.004.5404	108.00	.00	108.00
100.004.5700	1,152.00	.00	1,152.00
100.005.5200	41.54	.00	41.54
100.005.5211	179.85	.00	179.85
100.005.5212	220.00	.00	220.00
100.005.5403	129.99	.00	129.99
100.005.5404	222.00	.00	222.00
100.005.5406	6,167.00	.00	6,167.00
100.005.5418	762.88	.00	762.88
100.006.5211	35.97	.00	35.97
100.007.5107	155.49	.00	155.49

GL Account	Debit	Credit	Proof
100.007.5200	431.48	.00	431.48
100.007.5205	3,741.38	6.31-	3,735.07
100.007.5206	217.50	.00	217.50
100.007.5208	270.34	.00	270.34
100.007.5209	15.48	.00	15.48
100.007.5211	143.88	.00	143.88
100.007.5307	523.61	.00	523.61
100.007.5308	1,504.00	.00	1,504.00
100.007.5402	1,125.00	.00	1,125.00
100.007.5403	32,056.98	.00	32,056.98
100.007.5406	35.00	.00	35.00
100.007.5502	107,508.00	.00	107,508.00
100.008.5107	549.77	.00	549.77
100.008.5200	152.54	.00	152.54
100.008.5201	176.63	108.98-	67.65
100.008.5203	169.76	.00	169.76
100.008.5205	1,781.79	6.31-	1,775.48
100.008.5206	131.24	.00	131.24
100.008.5211	973.24	.00	973.24
100.008.5212	174.00	.00	174.00
100.008.5300	46.55	.00	46.55
100.008.5307	89.50	.00	89.50
100.008.5309	3,440.19	.00	3,440.19
100.008.5311	110.88	.00	110.88
100.008.5402	300.00	.00	300.00
100.008.5403	344.98	.00	344.98
100.008.5406	166.90	.00	166.90
100.008.5502	13,549.40	.00	13,549.40
100.008.5505	20,475.00	.00	20,475.00
100.008.5813	26.38	.00	26.38
100.009.5200	1,212.37	.00	1,212.37
100.009.5205	2,292.25	6.31-	2,285.94
100.009.5211	143.88	.00	143.88
100.009.5212	40.00	.00	40.00
100.009.5300	283.67	.00	283.67
100.009.5309	163.05	.00	163.05
100.009.5310	125.00	.00	125.00
100.009.5311	121.16	.00	121.16
100.009.5406	70.00	.00	70.00
100.009.5806	144.00	.00	144.00
100.010.5205	1,172.23	.00	1,172.23
100.010.5211	35.97	.00	35.97
100.010.5300	20.07	.00	20.07
100.010.5305	45.97	.00	45.97
100.010.5311	30.26	.00	30.26
100.010.5813	26.44	.00	26.44
100.011.5200	66.75	.00	66.75
100.011.5204	369.41	.00	369.41
100.011.5406	2,288.70	.00	2,288.70
100.012.5211	35.97	.00	35.97
100.013.5205	273.56	6.30-	267.26
100.013.5210	4,629.00	.00	4,629.00
100.013.5308	7.00	.00	7.00
100.013.5403	26,263.24	1,308.05-	24,955.19
100.013.5406	91,259.00	.00	91,259.00
100.013.5500	2,651.27	.00	2,651.27
100.013.5806	1,700.48	.00	1,700.48

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GL Account	Debit	Credit	Proof
100.013.5808	60.48	.00	60.48
100.013.5813	241.21	.00	241.21
100.014.5204	81.24	.00	81.24
100.014.5209	58.35	.00	58.35
100.016.5406	1,500.00	.00	1,500.00
100.020.5204	71.25	.00	71.25
100.020.5406	175.00	.00	175.00
102.000.2000	.00	14,200.00-	14,200.00-
102.000.5406	14,200.00	.00	14,200.00
105.000.2000	.00	50,644.17-	50,644.17-
105.000.2603	4,084.99	.00	4,084.99
105.000.5102	46,559.18	.00	46,559.18
110.000.2000	.00	72,203.89-	72,203.89-
110.000.2202	72,203.89	.00	72,203.89
114.000.2000	.00	3,834.00-	3,834.00-
114.000.5406	3,834.00	.00	3,834.00
115.000.2000	219.70	175,899.85-	175,680.15-
115.040.5200	60.44	.00	60.44
115.040.5211	35.97	.00	35.97
115.040.5311	667.98	.00	667.98
115.041.5200	685.99	.00	685.99
115.041.5204	64.02	.00	64.02
115.041.5205	1,233.46	6.31-	1,227.15
115.041.5207	109.01	.00	109.01
115.041.5211	71.94	.00	71.94
115.041.5300	439.91	.00	439.91
115.041.5305	394.29	.00	394.29
115.041.5311	1,587.07	.00	1,587.07
115.041.5406	321.00	.00	321.00
115.041.5502	122,945.72	.00	122,945.72
115.041.5813	411.76	.00	411.76
115.042.5200	159.89	.00	159.89
115.042.5204	244.07	.00	244.07
115.042.5207	2,154.00	.00	2,154.00
115.042.5300	2.39	.00	2.39
115.042.5311	807.61	.00	807.61
115.042.5402	1,300.00	.00	1,300.00
115.042.5406	91.00	.00	91.00
115.043.5200	67.99	.00	67.99
115.044.5200	199.29	.00	199.29
115.044.5201	24.99	.00	24.99
115.044.5202	50.00	.00	50.00
115.044.5204	39.99	.00	39.99
115.044.5211	71.94	.00	71.94
115.044.5212	2,282.00	.00	2,282.00
115.044.5311	93.26	.00	93.26
115.044.5404	222.00	.00	222.00
115.044.5406	515.00	.00	515.00
115.044.5500	1,509.64	.00	1,509.64
115.045.5200	159.74	.00	159.74
115.045.5204	87.22	.00	87.22
115.045.5215	21,167.09	207.08-	20,960.01
115.048.5200	163.73	.00	163.73
115.048.5204	570.62	.00	570.62
115.048.5205	165.90	6.31-	159.59
115.048.5207	420.00	.00	420.00
115.048.5211	35.97	.00	35.97

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GL Account	Debit	Credit	Proof
115.048.5305	1,855.11	.00	1,855.11
115.048.5311	3,172.25	.00	3,172.25
115.048.5402	179.60	.00	179.60
115.048.5406	9,059.00	.00	9,059.00
120.000.2000	.00	1,026.55-	1,026.55-
120.000.5200	174.50	.00	174.50
120.000.5204	75.39	.00	75.39
120.000.5211	35.97	.00	35.97
120.000.5300	178.00	.00	178.00
120.000.5311	429.25	.00	429.25
120.000.5406	35.00	.00	35.00
120.000.5813	98.44	.00	98.44
125.000.2000	.00	54.00-	54.00-
125.000.4814	54.00	.00	54.00
140.000.2000	.00	200.45-	200.45-
140.000.5200	200.45	.00	200.45
300.000.1070	100.00	.00	100.00
300.000.2000	.00	3,355.21-	3,355.21-
300.000.2100	3,255.21	.00	3,255.21
301.000.2000	180.52	185,338.67-	185,158.15-
301.110.5200	18.98	.00	18.98
301.110.5201	551.30	.00	551.30
301.110.5205	107.78	6.31-	101.47
301.110.5211	229.57	.00	229.57
301.110.5306	80.00	.00	80.00
301.110.5308	26.00	.00	26.00
301.110.5403	9,600.00	.00	9,600.00
301.110.5700	1,768.43	.00	1,768.43
301.110.5806	54.00	.00	54.00
301.112.5200	64.75	.00	64.75
301.112.5204	32.94	.00	32.94
301.112.5205	3,734.09	6.31-	3,727.78
301.112.5211	219.10	.00	219.10
301.112.5213	10,087.80	.00	10,087.80
301.112.5217	34.06	.00	34.06
301.112.5309	68.57	.00	68.57
301.112.5310	70.00	.00	70.00
301.112.5311	36.11	.00	36.11
301.112.5313	11,225.68	.00	11,225.68
301.112.5314	105,497.88	.00	105,497.88
301.112.5406	423.05	.00	423.05
301.112.5412	20,754.18	.00	20,754.18
301.113.5200	1,008.00	.00	1,008.00
301.113.5201	29.34	.00	29.34
301.113.5205	359.80	6.31-	353.49
301.113.5206	71.94	.00	71.94
301.113.5211	44.47	.00	44.47
301.113.5216	1,449.67	.00	1,449.67
301.113.5300	58.51	.00	58.51
301.113.5311	210.88	.00	210.88
301.113.5316	612.96	.00	612.96
301.113.5406	35.00	.00	35.00
301.113.5813	39.44	.00	39.44
301.114.5200	163.59	.00	163.59
301.114.5204	67.09	.00	67.09
301.114.5205	850.67	6.31-	844.36
301.114.5209	70.68	.00	70.68

GL Account	Debit	Credit	Proof
301.114.5211	80.44	.00	80.44
301.114.5302	288.32	.00	288.32
301.114.5303	8,251.44	.00	8,251.44
301.114.5304	4,859.25	.00	4,859.25
301.114.5311	755.91	148.97-	606.94
301.114.5402	199.99	.00	199.99
301.114.5417	289.20	.00	289.20
301.114.5806	725.60	.00	725.60
301.115.5205	96.24	6.31-	89.93
301.115.5211	35.97	.00	35.97
303.000.2000	.00	5,869.43-	5,869.43-
303.000.5500	5,869.43	.00	5,869.43
314.000.2000	.00	3,531.84-	3,531.84-
314.000.5408	3,531.84	.00	3,531.84
400.000.2000	.00	1,705.32-	1,705.32-
400.000.5211	1,705.32	.00	1,705.32
600.000.2000	.00	8,727.92-	8,727.92-
600.000.5406	3,040.72	.00	3,040.72
600.143.5502	5,687.20	.00	5,687.20
601.000.2000	.00	12,618.69-	12,618.69-
601.000.5302	7,498.69	.00	7,498.69
601.000.5502	5,120.00	.00	5,120.00
903.000.2000	.00	1,719.49-	1,719.49-
903.000.5500	1,719.49	.00	1,719.49
906.000.2000	.00	3,910.33-	3,910.33-
906.000.5500	3,910.33	.00	3,910.33
912.000.2000	.00	15,848.17-	15,848.17-
912.000.5406	14,590.62	.00	14,590.62
912.000.5502	600.00	.00	600.00
912.000.5806	657.55	.00	657.55
995.000.2000	.00	49,439.93-	49,439.93-
995.000.5406	190.00	.00	190.00
995.000.5852	33,114.15	.00	33,114.15
995.000.5853	2,512.72	.00	2,512.72
995.000.5854	6,453.16	.00	6,453.16
995.000.5855	448.90	.00	448.90
995.000.5856	6,721.00	.00	6,721.00
Grand Totals:	954,811.92	954,811.92-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

City of Moberly

City Council Agenda Summary

Agenda Number: #16.
Department: City Manager
Date: July 17, 2023

Agenda Item: Department Head Monthly Reports.

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

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

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

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___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kyser** _____

Passed Failed

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

June 2023

A. PROJECTS

Community Development

Grants/Funding

Industrial Park Street Development - This is a significant part of the current workload, keeping up with all the needs for three grants and trying to coordinate rush reviews and approvals to meet deadlines. This month we have gotten quite a bit completed. We were able to work with EquipmentShare to get the 900B form necessary for EDA funding, formally submit EDA application, we got an important letter from DED (Industrial Site Grant project) confirming to EDA that the ISG funds were eligible to use as match for EDA funding, and we received the formal agreement for the ISG grant which will be on the meeting of the 17th for approval. The current time crunches we are working on are the requirements for EDA to approve funding, which was the letter and the ISG agreement we just received. We should be able to find out about EDA funding soon with these.

We are touching base almost daily with Modot regarding the Gov. Cost Share agreement. This program has the shortest time frame for completion but has been the slowest to get the agreement together on. Each funding source also has limitations as to what it can be spent on, some construction only. It is time-consuming to lay out how to show the funding projections in the budget, and that is why we felt it necessary to put in \$150,000 of City funds to cover some of the items the grants might not cover fully. It all looks very positive and will be a huge sum of funding and development for our community for a relatively small match, less than 5%.

Downtown Parking Lots - I have been in contact with Matt Brownfield who has the building known as "The Office" on Rollins. He owns both parking lots to the East and the green space to the West of it. He is inquiring about a lease for the parking areas in the City and we have discussed our past agreements like this with Home Health Care and Green Relief. As downtown residential continues to develop, it is likely we will have to start dealing with parking enforcement and residents will need a place to park off-street. Areas like this would be good to have access to for alternate parking for them. The lots are in average and poor condition and would need extensive work, so we will have to weigh the cost/benefit to work out and agreement. I am expecting a proposal from him soon for review.

Wegg Building - Deadline for a viable response is July 14th. We have had some verbal contact with the owner, which has been the case in the past, but never produced any formal plans or actions. I hope we do not have to contract the work, but it is looking more and more likely.

Eagle Tree Ridge - They have all the infrastructure completed in approved other than the proposed meter pits and connection parts. They have been on order since January and are now holding up the development of the subdivision as the plat can't be signed off on and accepted until that work is completed or bonded. There is an agreement on the upcoming council meeting that would put in place committed funds as security for the remaining work and if approved, would allow the City to sign off on the plat and record it, allowing developer to apply for building permits to start housing construction. The few missing parts are expected to arrive in mid-August and could easily be completed prior to the completion of any housing. We have receipts from the vendor showing all parts were paid in advance. This agreement will allow the developer to take advantage of as much buildable weather as possible.

Wayfinding signage – The proposal from Arcturis with two sign options and suggested points of identification are included in the upcoming council package for review/approval. This has been reviewed

by staff, stakeholders, CID board and Park board with comments and suggestions and is now before council for final approval. We have included all comments and suggestions for review. Option two on sign styles was the clear favorite.

Jr. High Project – In discussion with developer, MHDC, and others as to the status of the facility and what can be done to move it forward. While the project was approved, costs skyrocketed after approval and before anything could be started. The estimated gap is approximately \$1.6M and MHDC is not willing to fund that much additional. They have offered up to a 20% increase, and everyone is looking for ways to make that work, but still seem to be too large of a gap. MHDC did indicate that they would be willing to look at the full cost if they resubmitted, but not to increase approve amount that much. While they acknowledged that it was a great project they all liked, said Ken was a good developer, it seemed like they were afraid to set a precedence of going that far over what was approved, as there were several other projects that experienced the same thing and they were not approved beyond the 20%, or at least that was what was indicated by MHDC. All parties are looking at our options and future approach.

ARPA Stormwater - We have a kickoff meeting planned with Bartlett & West and Barr engineering mid-July. This is where we will discuss alternative solutions and then run them by DED as to what they will approve. I am leaning towards numerous land acquisitions out there as most of the properties cannot reasonably access City sewers, and we cannot pump the sewer out with the stormwater. This initial study will paint a good picture as to what our options are.

North Morley TAP Grant - We submitted the last round and were not approved, primarily due to the fact we had a pending approved TAP grant (E. Rollins) that we had not even started yet. We are under contract with B&W for engineering design and they are working on it now. We made a few tweaks to the application and are resubmitting for the July round. I think we will have a good chance for success.

Public Works

Staffing – We have hired one part-time/seasonal person to assist us. We still have two full-time positions open in the street department and now another full-time person is out for several weeks on medical. We will be working with personnel to try and fill these positions, however in the \$13 (part-time) & \$15 (full-time) hourly range continues to prove difficult to find reliable candidates.

Willis Brothers Drainage Improvements – We added some additional drainage work under the current Willis Brothers Contract with Utilities. With their unit prices being mobilized, it would be a stretch for anyone to compete with their prices. Projects include;

Fisk, near Edgewood Terr. – replacement of a drainage pipe, inlet, and outfall repairs. This was eroding badly and was at risk of losing a section of road, Homestead Dr., N. entrance hill. Water is undermining the broken panels and failed section of curb & gutter. Willis will be cross trenching and installing underdrains to take the water out from under the street. Once that is completed, DMC, our concrete contractor will replace the material in the trenches as well as the damaged panels and remove all the deteriorated curb on the hill and replace along with flumes for the underdrain tubes; Sturgeon Street – adjacent to the current water line project. Water lays between the street and RR yards pooling with no place to drain and cause the road subbase to be soft and heavy trucks to pump the asphalt breaking it up. They will ditch along the road so that water can flow to a few identified points where we can cross Sturgeon under drains or take it all the way South across McKinsey or North across Wightman. Once we have the water issues taken care of, Capital will edge mill and wedge pave all of Sturgeon as part of the repairs of the water line project and correct water sheeting at the same time.

Infill Housing Development – Several houses continue to be underway; we are seeing good progress and hope to have some additional lots to put out for proposals soon following our demolition work.

#16.

Demolition & Property Maintenance – Three more properties had bids opened recently. Wiedeman was the low bid, and it will be on the upcoming council regular agenda for approval. We have not gotten many houses down recently and need to get these rolling with the new budget in place and feel likely we can get these signed up for development soon.

Airport

Extensive activity continues with the training, spray operations, etc. We have had more requests for information on private hangar development. I anticipate at least a couple more to be underway this year.

We are awaiting completion of design plans for the terminal work so that we can get that bid out. Many upcoming events that the proposed work should prove to be beneficial for.

Cemetery Department

Made an initial contact with Trekk Engineering. Mike Klasing, their staff member has done an extensive amount of plat work out there both with Trekk and previous Allstate. We are filling in some unused areas with additional plats and identifying each burial space for better accuracy. Currently there may be 8 to 12 names in a block, and it is impossible to tell who is where without going on-site. There were two (2) grave lot sold; three (3) graves opened; and five (5) monument permits sold during the month of June.

B. Planning & Zoning Commission

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

C. Code Enforcement

Month of June: Mark

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

Month of June: David

- | | |
|--|-----|
| • Planning & Zoning | 5%. |
| • Commercial Inspections | 20% |
| • Residential New Construction Inspections | 30% |
| • Residential Remodel Inspections | 10% |
| • Office File System Organized | 5% |
| • Letters of City Violations | 10% |
| • Calling and answering residents on complaints | 20% |
| • Discussing Codes with Contractors & Residents that come in | 0% |

June began with a rest from Planning and Zoning as there were no applications for the month. However, part way through the month we began reviews and conversations with applicants for the month of July. We received three applications for review during the July meeting.

Historic Preservation was light with a couple applications and a couple projects completed. 523 W Coates St, 416 W Reed St, 420 W Reed St, and the Gymnastics facility all made progress on improvements. Additionally dangerous building rosters and other topics were presented to Historic Preservation to review in July meeting. 3 homes clear of asbestos were put out for demolition bid while the green light was passed to the asbestos contractor to begin abatement on the remaining houses. Two properties are being investigated to determine ownership and be able to notice the first stages of dangerous building proceedings. Complaints from Civic Plus and walk-ins have been handled as able and cleanup or resolve has been put in place.

Inspections continued on Commercial properties, Residential Properties, and review of the necessary applicable codes to better serve the community have been reviewed.

City of Moberly - Street Department

June-23

MAINTENANCE FACILITY

	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	13	0	69	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	56	0	0	5	\$0.00
Catch Basin Maintenance	48	0	6.5	0	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	0	0	0	0	\$0.00
Culvert Installation	0	0	0	0	\$0.00
Curb Repair	0	0	0	0	\$0.00
Ditch Maintenance	32	0	0	28	\$0.00
Ice & Snow Removal	0	0	0	0	\$0.00
Milling	7	0	0	0	\$0.00
Mowing, Right-Of-Ways	93	0	0	0	\$0.00
Rock Loaded/Hauled	8	0	8	0	\$0.00
Street Repair & Maintenance	446	0	4	10.5	\$0.00
Street Sign Maintenance	8	0	0	0	\$0.00

Street Sweeper Operation	6	0	3	0	\$0.00	#16.
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00	
Weedeating & Brush Removal, Alleys	24	0	1	0	\$0.00	
Weedeating & Brush Removal, Streets	42	0	12	0	\$0.00	
Weedkiller Application, Alleys	0	0	0	0	\$0.00	
Weedkiller Application, Streets	20	0	0	0	\$0.00	
MISCELLANEOUS						
	Hours	O/T	Loads	Tons	Cost	
Inmate Labor	770	0	0	0	\$0.00	
Mowing, City Lots	107.5	0	0	0	\$0.00	
Outer Road Fill Dump Site Grading	20	0	0	0	\$0.00	
Sidewalk Maintenance	49	0	0	0	\$0.00	
Trash Removal & Clean-Up, Downtown	18	0	82	0	\$0.00	
Trash Removal & Clean-Up, All Wards	0	0	0	0	\$0.00	
FACILITIES & EQUIPMENT MAINTENANCE						
	Hours	O/T	Loads	Tons	Cost	
Airport Maintenance	14	0	0	0	\$0.00	
Building Maintenance	8	0	0	0	\$0.00	
Cemetery Maintenance	348	0	0	0	\$0.00	
Grounds Maintenance	0	0	0	0	\$0.00	
Landfill Maintenance	9	0	0	0	\$0.00	
Maintenance Facility Maintenance	0	0	0	0	\$0.00	
Wash Trucks & Equipment	0	0	0	0	\$0.00	
MATERIALS PURCHASED						
	Loads	Tons	Cubic Yards	Gallons	Cost	
Asphalt	0	0	0	0	\$0.00	
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	21				
Maintenance And Repair	17	64				

City of *Moberly!*

To: Moberly City Council; Brian Crane, City Manager

From: Matt Douglass, Finance Director



Subject: Monthly Report – June 2023

General Information

- ✚ The General Fund ended fiscal year 2022-2023 with a balance of \$2.4 million, up roughly \$750 thousand from the beginning of the year. This was in part due to higher than budgeted sales and use tax revenues, real estate taxes, and gas and electric franchise fees, and in part due to lower than budgeted expenditures. This fund balance ensures that the City has funds available for the many upcoming projects and an appropriate level of reserves in the event of an economic downturn.
- ✚ The City paid the annual liability and worker's compensation invoice to MIRMA at the end of June. This year's assessment increased by 4% over the previous fiscal year. The assessment this year included several credits for previous years lower-than-expected loss occurrences and credits for City staff's active participation in loss control activities.
- ✚ In addition to Greg Hodge's duties at the City, he served on the MIRMA board of directors. Matt Douglass will be running for his open seat at the July 19-21st annual meeting. Attendance at this meeting is required for at least one official City representative. This year Matt Douglass, Christina Buie and Shannon Hance will be representing the City.

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	+7.78%	Parks	+5.74%	Capital Improvement	+5.74%
Transportation	+5.74%	Use Tax	+43.17%	Downtown CID	+59.03%

Employee Health Insurance

Health claims	\$52,401.03	Pharmaceutical claims	\$35,974.74
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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
\$110,301.62	\$5,100.00	\$115,401.62	\$1,544,931.28	\$244,853.98

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	\$425,417.39
September	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95	\$358,230.40	\$516,375.33	\$406,745.91
October	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66	\$361,082.82	\$497,118.03	\$435,605.63
November	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25	\$359,913.42	\$422,918.21	\$355,851.03
December	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89	\$341,280.69	\$417,269.79	\$153,538.63
January	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79	\$436,448.97	\$339,146.79	\$140,640.39
February	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27	\$462,855.81	\$372,877.42	\$312,434.63
March	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37	\$481,687.90	\$422,345.19	\$290,958.93
April	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28	\$520,587.99	\$271,965.89	\$228,595.23
May	\$762,796.66	\$608,960.67	\$543,627.95	\$309,247.58	\$473,770.32	\$338,672.63	\$337,349.11
June	\$807,724.83	\$569,163.71	\$512,223.04	\$360,812.59	\$519,861.25	\$358,399.51	\$352,279.12

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



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

I submit herein a summary of the business transactions for the month of June 2023.


Matthew P. Douglass, City Treasurer

City of Moberly Cash Balance Report - June 2023

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	2,762,463.26	601,796.98	-	950,574.02	20,833.33	2,392,852.89
102	Non-Resident Lodging Tax	195,382.04	8,339.93	-	2,000.00	-	201,721.97
105	Payroll	568,499.35	1,739.95	-	(795.60)	-	571,034.90
110	Solid Waste	820,379.42	104,400.81	-	90,722.76	-	834,057.47
114	Heritage Hills Golf Course	-	-	9,115.05	9,115.05	-	-
115	Parks and Recreation	20,259.44	143,101.43	171,419.46	373,169.39	-	(38,389.06)
116	Park Sales Tax	1,114,477.08	152,754.06	-	-	180,534.51	1,086,696.63
120	Airport	(262,791.40)	42,720.36	-	55,989.88	-	(276,060.92)
125	Perpetual Care Cemetery Sales	12,432.23	1,554.00	-	-	-	13,986.23
126	Perpetual Care Cemetery Investment	542,874.88	1,699.58	-	-	-	544,574.46
135	ARPA Grant Fund	2,655,570.79	8,127.66	-	-	-	2,663,698.45
137	Use Tax Trust	255,649.14	782.44	-	-	-	256,431.58
140	Veterans Memorial Flag Project	39,890.89	772.09	-	226.35	-	40,436.63
300	Utilities Collection	-	510,543.84	-	-	-	-
301	Utilities Operation and Maintenance	52,467.86	-	16,698.09	35,901.52	491,340.41	(60,164.35)
302	Utilities Replacement	729,283.58	-	358,256.22	470,888.43	-	733,408.58
303	Utilities Operating Reserve	845,706.72	4,981.01	-	6,333.49	16,698.09	827,656.15
306	Utilities Consumer Security	207,149.49	777.76	-	-	-	207,927.25
307	Sugar Creek Lake Fund	64,152.16	561.34	-	-	-	64,713.50
314	Route JJ Sewer Extension Fund	(368,776.89)	-	-	30.00	-	(368,806.89)
350	EDA Grant Projects Fund	(1,329,602.69)	-	-	280,266.39	-	(1,609,869.08)
377	2004B SRF Bonds Debt Service	1,256,447.54	3,845.49	42,772.34	38,124.15	-	1,264,941.22
378	2006A SRF Bonds Debt Service	1,865,464.73	5,709.46	35,728.54	27,861.38	-	1,879,041.35
379	2004C Bond Debt Service	180,156.92	551.39	29,859.58	26,465.87	-	184,102.02
380	2008A Bonds Debt Service	102,115.53	312.54	15,051.85	-	-	117,479.92
381	ESP Projects Debt Service	177,077.30	541.96	50,458.31	-	-	228,077.57
Escrow		1,026,212.66	-	-	-	-	1,026,212.66
Total CWWS (funds 300-381 + escrow)		4,807,854.91	527,824.79	552,949.93	885,871.23	508,038.50	4,494,719.90
304	Capital Improvement Trust	902,793.49	141,650.12	-	6,464.10	54,994.76	982,984.75
400	911 Emergency Telephone	11,689.61	16,633.12	20,833.33	91,731.11	-	(42,575.05)
406	Inmate Security Fund	15,795.84	132.34	-	-	-	15,928.18
408	Police Forfeiture Fund	-	-	-	-	-	-
600	Transportation Trust	2,705,629.56	161,259.45	-	59,662.19	-	2,807,226.82
601	Street Improvement	689,769.78	43,196.31	-	41,714.49	-	691,251.60
900	MODAG Grant/Loan	22,396.93	68.55	-	-	-	22,465.48
901	Misc. Project Residuals	154,227.64	472.03	-	-	-	154,699.67
903	Ameren MO Solar Rebates	345,266.17	-	-	1,719.49	-	343,546.68

City of Moberly Cash Balance Report - June 2023

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
904	Hometown Strong Fund	-	-	-	-	-	-
905	Retail Consulting Fund	17,057.08	52.21	-	-	-	17,109.29
906	Solar Systems Settlement Fund	758,524.39	-	-	3,910.33	-	754,614.06
908	Railcar Preservation Fund	660.50	2.02	-	-	-	662.52
909	Lucille Manor CDBG Reimbursement	285,151.78	4,676.94	-	-	-	289,828.72
911	Downtown CID Sales Tax	171,639.72	8,486.68	-	-	-	180,126.40
912	Downtown CID Property Tax	359,547.07	1,972.08	-	22,994.32	1,733.84	336,790.99
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	80,524.73	246.45	11,817.17	-	-	92,588.35
995	Health Trust	344,887.98	147,737.73	-	140,346.59	-	352,279.12
995	Investments	-	-	-	-	-	-
	Total Health Trust	344,887.98	147,737.73	-	140,346.59	-	352,279.12
	Total Cash	22,052,504.30	2,122,200.11	766,134.94	2,735,415.70	766,134.94	21,439,288.71

City of Moberly Budget Comparison Report - June 2023

		Percentage of Year Completed				Expenditures				100.00%
		Revenues								
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	601,796.98	9,121,565.44	9,431,789.14	96.71%	634,661.64	8,365,050.31	9,431,789.14	88.69%	
102	Non-Resident Lodging Tax	8,339.93	105,874.93	100,900.00	104.93%	2,000.00	84,861.67	100,000.00	84.86%	
105	Payroll	1,739.95	16,041.98	0.00	0.00%	-2,043.60	-6,531.72	0.00	0.00%	
110	Solid Waste	104,400.81	1,300,366.17	1,093,900.00	118.87%	90,940.04	1,210,052.55	1,073,840.75	112.68%	
114	Heritage Hills Golf Course	9,115.05	324,721.61	246,134.01	131.93%	9,115.05	324,721.61	246,134.01	131.93%	
115	Parks and Recreation	314,520.89	3,611,107.57	3,344,585.83	107.97%	314,520.89	3,611,107.57	3,344,585.83	107.97%	
116	Park Sales Tax	152,754.06	2,246,477.21	1,628,000.00	137.99%	180,534.51	2,305,655.60	2,415,969.84	95.43%	
120	Airport	42,720.36	379,965.28	635,557.18	59.78%	50,769.61	595,130.41	635,557.18	93.64%	
125	Perpetual Care Cemetery Sales	1,554.00	13,277.00	25,000.00	53.11%	0.00	0.00	25,000.00	0.00%	
126	Perpetual Care Cemetery Investment	1,699.58	15,574.46	28,000.00	55.62%	0.00	0.00	3,000.00	0.00%	
135	ARPA Grant Fund	8,127.66	1,508,358.31	1,374,405.28	109.75%	0.00	23,228.00	300,000.00	7.74%	
251	Veterans Memorial Flag Project	772.09	4,181.99	3,300.00	126.73%	226.35	2,607.67	3,000.00	86.92%	
301	Utilities Collection	527,241.93	7,241,451.74	7,814,333.91	92.67%	526,173.36	7,251,651.27	7,814,333.91	92.80%	
302	Utilities Operation and Maintenance	358,256.22	4,952,369.11	5,661,664.64	87.47%	358,256.22	4,952,369.11	5,661,664.64	87.47%	
303	Utilities Replacement	4,125.00	49,500.00	49,500.00	100.00%	0.00	27,130.00	0.00	0.00%	
304	Utilities Operating Reserve	4,981.01	343,931.13	175,568.75	195.90%	23,031.58	913,634.19	437,535.82	208.81%	
307	Capital Improvement Trust	141,650.12	1,501,553.13	1,422,000.00	105.59%	61,458.86	887,974.29	814,206.41	109.06%	
314	Sugar Creek Lake Fund	561.34	3,771.80	2,300.00	163.99%	0.00	0.00	0.00	0.00%	
350	Route JJ Sewer Extension Fund	0.00	0.00	1,464,148.00	0.00%	30.00	145,782.26	1,464,148.00	9.96%	
377	EDA Grant Projects Fund	0.00	0.00	6,128,287.00	0.00%	280,266.39	1,187,739.41	6,128,287.00	19.38%	
378	2004B SRF Bonds Debt Service	46,617.83	548,307.23	519,868.13	105.47%	38,124.15	463,672.90	907,243.75	51.11%	
379	2006A SRF Bonds Debt Service	41,438.00	480,546.54	438,342.50	109.63%	27,861.38	343,199.60	836,175.00	41.04%	
380	2004C Bond Debt Service	30,410.97	363,059.11	358,795.00	101.19%	26,465.87	323,758.05	326,650.00	99.11%	
381	2008A Bonds Debt Service	15,364.39	183,610.77	180,922.16	101.49%	0.00	157,364.56	164,911.05	95.42%	
400	ESP Projects Debt Service	51,000.27	609,799.75	606,199.74	100.59%	0.00	541,363.40	551,363.40	98.19%	
406	911 Emergency Telephone	37,466.45	553,709.24	532,480.00	103.99%	65,061.32	653,411.23	646,139.37	101.13%	
600	Inmate Security Fund	132.34	1,056.91	810.00	130.48%	0.00	0.00	0.00	0.00%	
601	Transportation Trust	161,259.45	1,608,989.90	1,436,700.00	111.99%	59,662.19	1,026,775.70	1,279,059.00	80.28%	
903	Street Improvement	43,196.31	866,423.57	500,000.00	173.28%	41,714.49	253,255.81	675,275.00	37.50%	
904	Ameren MO Solar Rebates	0.00	11,827.50	0.00	0.00%	1,719.49	20,633.88	0.00	0.00%	
	Hometown Strong Fund	0.00	0.00	0.00	0.00%	0.00	100,000.00	0.00	0.00%	

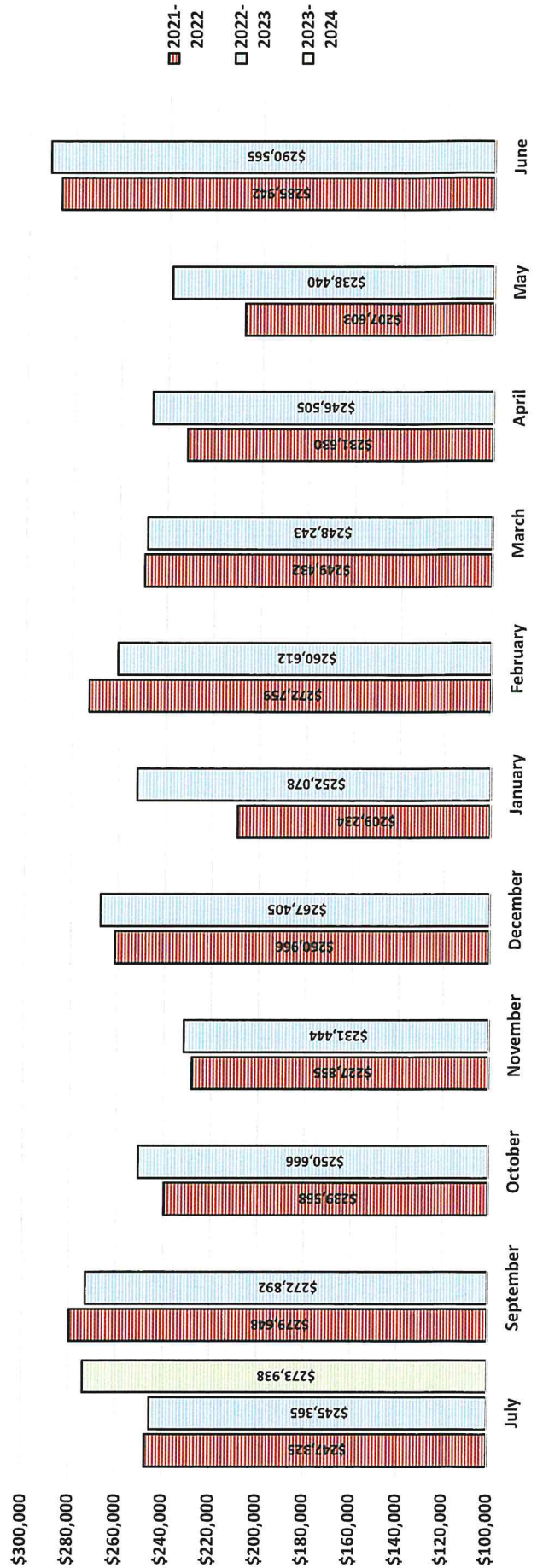
City of Moberly Budget Comparison Report - June 2023

		Percentage of Year Completed						100.00%			
		Revenues			Expenditures						
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget		
905	Retail Consulting Fund	52.21	5,461.65	0.00	0.00%	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	46,923.96	0.00	0.00%	0.00	0.00%
908	Railcar Preservation Fund	2.02	18.72	0.00	0.00%	0.00	0.00	0.00	0.00%	0.00	0.00%
909	Lucille Manor CDBG Reimbursement	4,676.94	36,301.64	24,325.00	149.24%	0.00	0.00	0.00	0.00%	0.00	0.00%
911	Downtown CID Sales Tax	8,486.68	112,481.61	101,680.00	110.62%	0.00	58,834.56	101,300.00	58.08%	0.00	0.00%
912	Downtown CID Property Tax	1,972.08	250,653.85	215,000.00	116.58%	24,728.16	223,334.05	202,616.08	110.23%	0.00	0.00%
914	Downtown NID Cost of Issuance	0.00	0.00	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%	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%	0.00	0.00%
918	Downtown NID Debt Service	12,063.62	144,060.96	143,006.04	100.74%	0.00	128,914.60	128,914.60	100.00%	0.00	0.00%
995	Health Trust	147,737.73	2,015,189.79	0.00	0.00%	140,346.59	2,025,221.85	0.00	0.00%	0.00	0.00%
252	ALS	2,886,234.27	40,531,587.60	45,687,502.31	88.71%	2,959,534.87	38,248,828.35	45,718,699.78	83.66%		

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

	2021-2022					2022-2023					2023-2024				
	Budget Comparison				+/- Budget %	Budget Comparison				+/- Budget %	Budget Comparison				+/- Budget %
	Amount	YTD Amount	YTD Change	YTD Budgeted Amount		Amount	YTD Amount	YTD Change	YTD Budgeted Amount		Amount	YTD Amount	YTD Change	YTD Budgeted Amount	
July	\$247,325	\$247,325	-1.1%	225,000	9.9%	\$245,365	\$245,365	-0.8%	245,833	-0.2%	\$273,938	\$273,938	11.6%	254,167	7.8%
August	\$219,697	\$467,022	1.3%	450,000	3.8%	\$258,863	\$504,227	8.0%	491,667	2.6%				508,333	
September	\$279,648	\$746,670	2.8%	675,000	10.6%	\$272,892	\$777,119	4.1%	737,500	5.4%				762,500	
October	\$239,568	\$986,238	4.1%	900,000	9.6%	\$250,666	\$1,027,785	4.2%	983,333	4.5%				1,016,667	
November	\$227,855	\$1,214,092	7.5%	1,125,000	7.9%	\$231,444	\$1,259,229	3.7%	1,229,167	2.4%				1,270,833	
December	\$260,966	\$1,475,059	8.0%	1,350,000	9.3%	\$267,405	\$1,526,635	3.5%	1,475,000	3.5%				1,525,000	
January	\$209,234	\$1,684,292	6.8%	1,575,000	6.9%	\$252,078	\$1,778,713	5.6%	1,720,833	3.4%				1,779,167	
February	\$272,759	\$1,957,051	9.0%	1,800,000	8.7%	\$260,612	\$2,039,325	4.2%	1,966,667	3.7%				2,033,333	
March	\$249,432	\$2,206,484	8.7%	2,025,000	9.0%	\$248,243	\$2,287,568	3.7%	2,212,500	3.4%				2,287,500	
April	\$231,630	\$2,438,114	9.5%	2,250,000	8.4%	\$246,505	\$2,534,072	3.9%	2,458,333	3.1%				2,541,667	
May	\$207,603	\$2,645,716	8.2%	2,475,000	6.9%	\$238,440	\$2,772,512	4.8%	2,704,167	2.5%				2,795,833	
June	\$285,942	\$2,931,659	6.5%	2,700,000	8.6%	\$290,565	\$3,063,077	4.5%	2,950,000	3.8%				3,050,000	
Total	\$2,931,659					\$3,063,077					\$273,938				

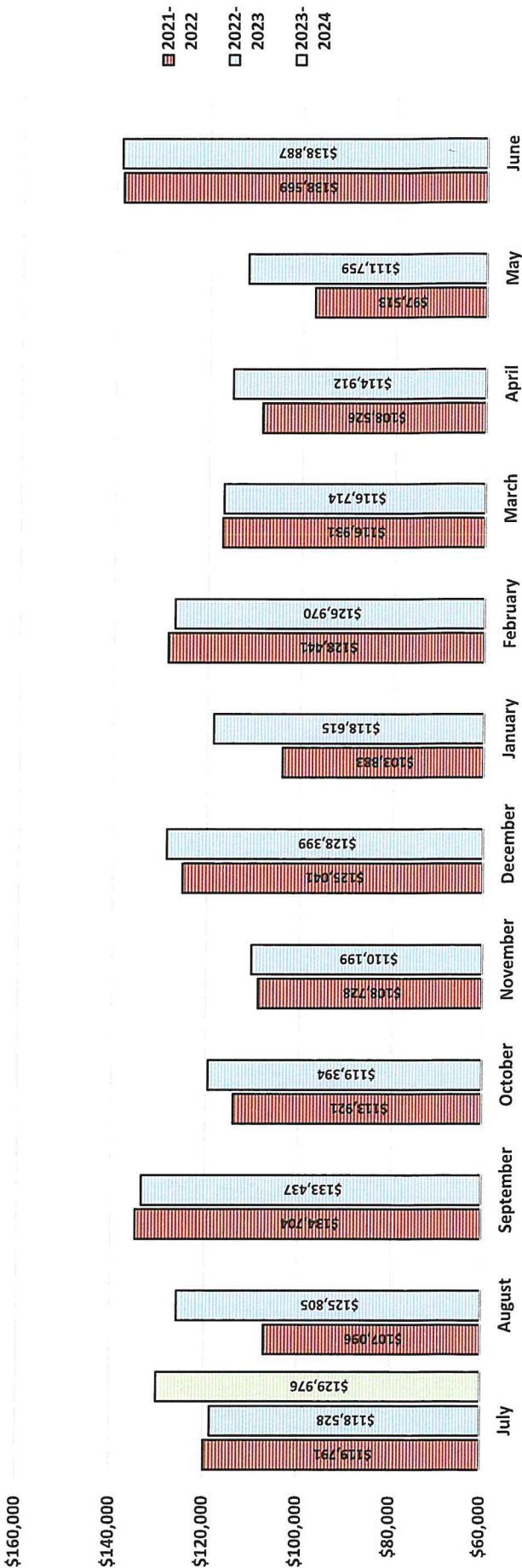
Annual Comparison by Month



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

	2021-2022				2022-2023				2023-2024			
	Budget Comparison			YTD	Budget Comparison			YTD	Budget Comparison			YTD
	Amount	YTD	Change		Amount	YTD	Change		Amount	YTD	Change	
July	\$119,791	\$119,791	-1.6%	108,333	108,333	\$118,528	-1.1%	117,500	\$129,976	\$129,976	9.7%	122,917
August	\$107,096	\$226,888	1.4%	216,667	216,667	\$244,333	7.7%	235,000				245,833
September	\$134,704	\$361,592	3.0%	325,000	325,000	\$377,769	4.5%	352,500				368,750
October	\$113,921	\$475,513	4.1%	433,333	433,333	\$497,163	4.6%	470,000				491,667
November	\$108,728	\$584,240	7.4%	541,667	541,667	\$607,363	4.0%	587,500				614,583
December	\$125,041	\$709,282	7.7%	650,000	650,000	\$735,762	3.7%	705,000				737,500
January	\$103,883	\$813,165	7.1%	758,333	758,333	\$854,377	5.1%	822,500				860,417
February	\$128,441	\$941,606	9.1%	866,667	866,667	\$981,348	4.2%	940,000				983,333
March	\$116,931	\$1,058,537	8.6%	975,000	975,000	\$1,098,061	3.7%	1,057,500				1,106,250
April	\$108,526	\$1,167,063	9.5%	1,083,333	1,083,333	\$1,212,973	3.9%	1,175,000				1,229,167
May	\$97,513	\$1,264,576	7.7%	1,191,667	1,191,667	\$1,324,732	4.8%	1,292,500				1,352,083
June	\$138,569	\$1,403,145	6.4%	1,300,000	1,300,000	\$1,463,619	4.3%	1,410,000				1,475,000
Total	\$1,403,145					\$1,463,619			\$129,976			

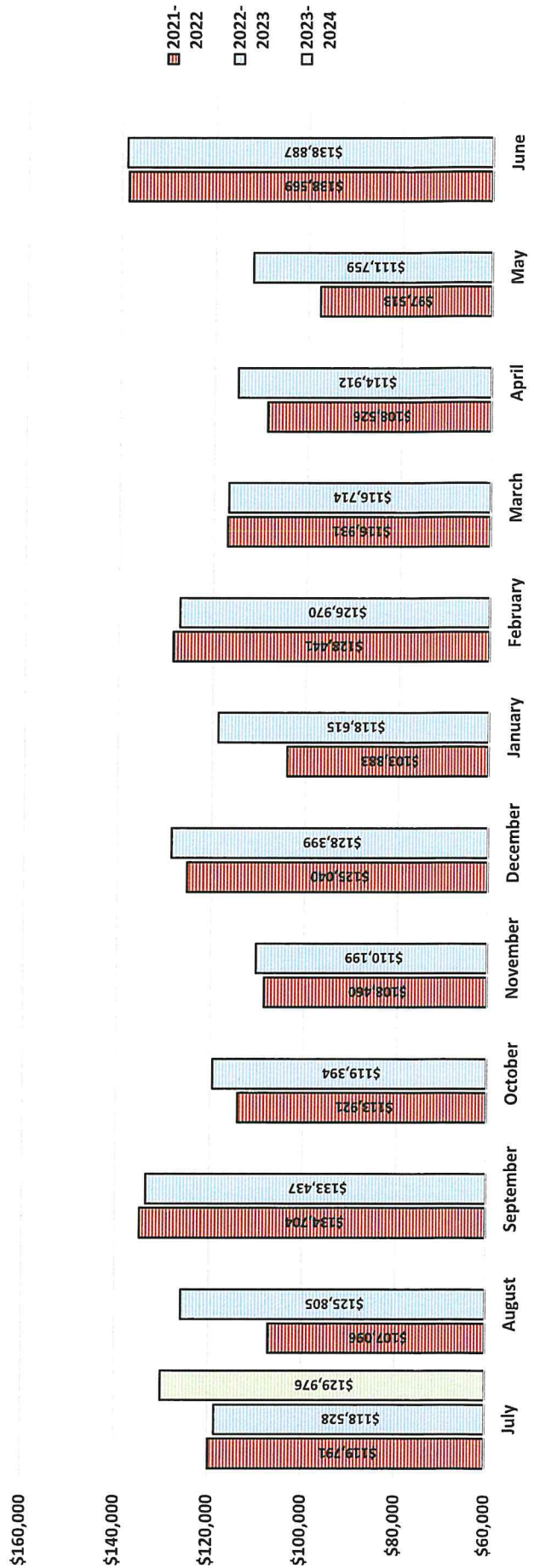
Annual Comparison by Month



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

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

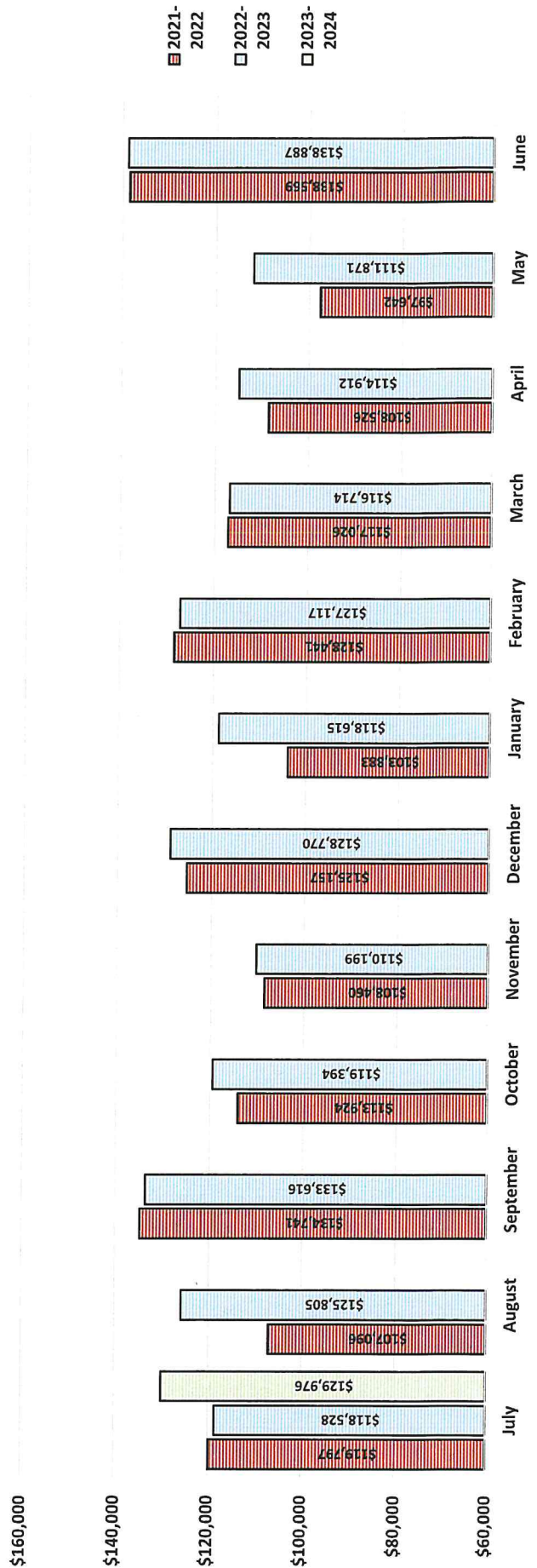
Annual Comparison by Month



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

	2021-2022				2022-2023				2023-2024			
	Budget Comparison			YTD	Budget Comparison			YTD	Budget Comparison			YTD
	Amount	YTD	Change		Amount	YTD	Change		Amount	YTD	Change	
July	\$119,797	\$119,797	-1.6%	108,333	108,333	\$118,528	-1.1%	117,500	\$129,976	\$129,976	9.7%	122,917
August	\$107,096	\$226,894	1.4%	216,667	216,667	\$244,333	7.7%	235,000				245,833
September	\$134,741	\$361,635	3.0%	325,000	325,000	\$377,949	4.5%	352,500				368,750
October	\$113,924	\$475,558	4.1%	433,333	433,333	\$497,343	4.6%	470,000				491,667
November	\$108,460	\$584,018	7.4%	541,667	541,667	\$607,542	4.0%	587,500				614,583
December	\$125,157	\$709,176	7.7%	650,000	650,000	\$736,313	3.8%	705,000				737,500
January	\$103,883	\$813,059	7.0%	758,333	758,333	\$854,928	5.1%	822,500				860,417
February	\$128,441	\$941,500	9.0%	866,667	866,667	\$982,045	4.3%	940,000				983,333
March	\$117,026	\$1,058,525	8.6%	975,000	975,000	\$1,098,759	3.8%	1,057,500				1,106,250
April	\$108,526	\$1,167,051	9.5%	1,083,333	1,083,333	\$1,213,670	4.0%	1,175,000				1,229,167
May	\$97,642	\$1,264,693	7.7%	1,191,667	1,191,667	\$1,325,541	4.8%	1,292,500				1,352,083
June	\$138,569	\$1,403,262	6.4%	1,300,000	1,300,000	\$1,464,428	4.4%	1,410,000				1,475,000
Total	\$1,403,262					\$1,464,428			\$129,976			

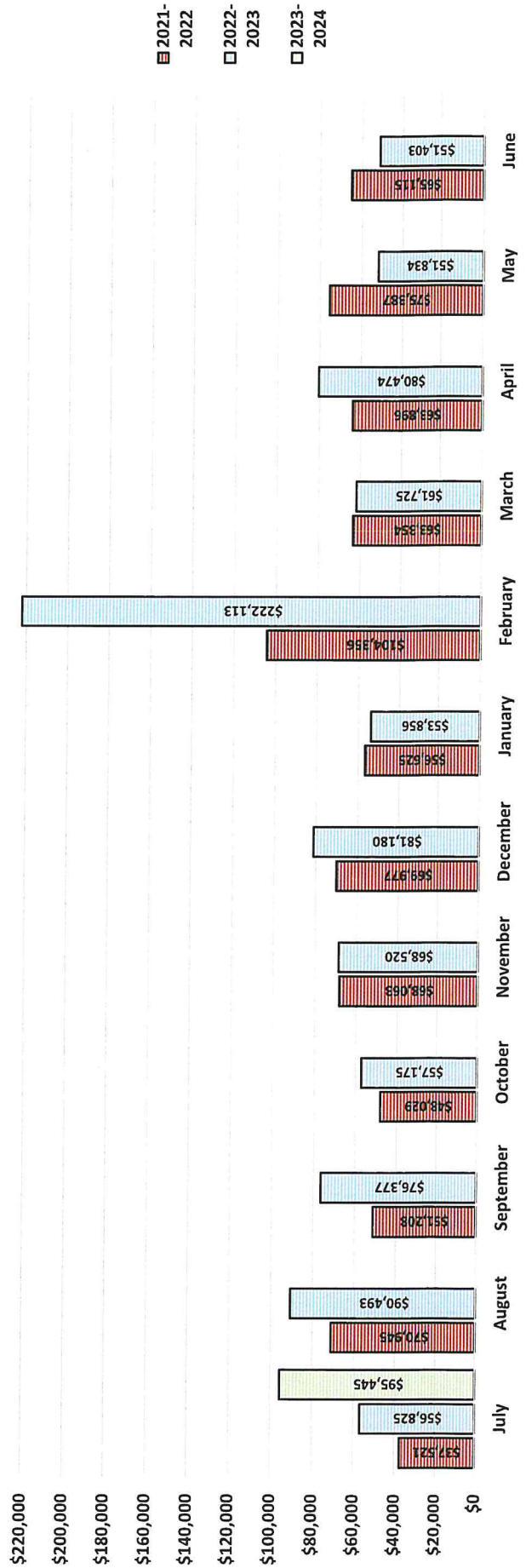
Annual Comparison by Month



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

	2021-2022				2022-2023				2023-2024			
	Budget Comparison			YTD	Budget Comparison			YTD	Budget Comparison			YTD
	Amount	YTD	Change		Amount	YTD	Change		Amount	YTD	Change	
July	\$37,521	\$37,521	-19.1%	44,583	\$56,825	\$56,825	51.4%	50,000	\$95,445	\$95,445	68.0%	66,667
August	\$70,945	\$108,466	0.8%	89,167	\$147,319	\$147,319	35.8%	100,000				133,333
September	\$51,208	\$159,674	2.9%	133,750	\$223,695	\$223,695	40.1%	150,000				200,000
October	\$48,029	\$207,702	0.0%	178,333	\$280,870	\$280,870	35.2%	200,000				266,667
November	\$68,063	\$275,765	3.7%	222,917	\$349,390	\$349,390	26.7%	250,000				333,333
December	\$69,977	\$345,742	10.2%	267,500	\$430,570	\$430,570	24.5%	300,000				400,000
January	\$56,625	\$402,367	13.2%	312,083	\$484,427	\$484,427	20.4%	350,000				466,667
February	\$104,356	\$506,723	16.6%	356,667	\$706,540	\$706,540	39.4%	400,000				533,333
March	\$63,354	\$570,077	13.9%	401,250	\$768,265	\$768,265	34.8%	450,000				600,000
April	\$63,896	\$633,973	14.1%	445,833	\$848,739	\$848,739	33.9%	500,000				666,667
May	\$75,387	\$709,360	17.6%	490,417	\$900,572	\$900,572	27.0%	550,000				733,333
June	\$65,115	\$774,475	17.6%	535,000	\$951,975	\$951,975	22.9%	600,000				800,000
Total	\$774,475				\$951,975				\$95,445			

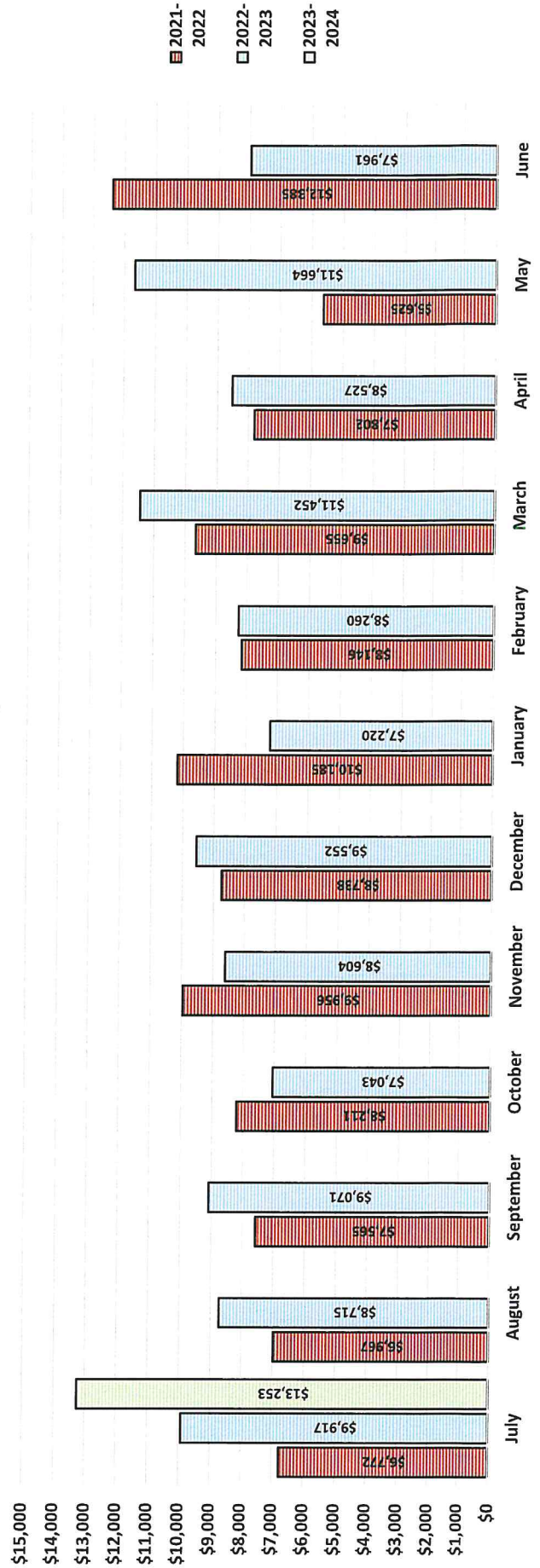
Annual Comparison by Month



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

	2021-2022				2022-2023				2023-2024			
				Budget Comparison				Budget Comparison				Budget Comparison
	Amount	YTD Amount	YTD Change	+/- Budget %	Amount	YTD Amount	YTD Change	+/- Budget %	Amount	YTD Amount	YTD Change	+/- Budget %
July	\$6,772	\$6,772	92.0%	47.7%	\$9,917	\$9,917	46.5%	19.0%	\$13,253			59.0%
August	\$6,967	\$13,738	53.5%	49.9%	\$8,715	\$18,632	35.6%	11.8%				
September	\$7,565	\$21,303	42.5%	54.9%	\$9,071	\$27,703	30.0%	10.8%				
October	\$8,211	\$29,514	57.8%	61.0%	\$7,043	\$34,746	17.7%	4.2%				
November	\$9,956	\$39,470	80.3%	72.2%	\$8,604	\$43,350	9.8%	4.0%				
December	\$8,738	\$48,208	73.1%	75.3%	\$9,552	\$52,902	9.7%	5.8%				
January	\$10,185	\$58,393	81.7%	82.0%	\$7,220	\$60,122	3.0%	3.1%				
February	\$8,146	\$66,539	80.2%	81.5%	\$8,260	\$68,382	2.8%	2.6%				
March	\$9,655	\$76,194	83.6%	84.7%	\$11,452	\$79,834	4.8%	6.4%				
April	\$7,802	\$83,996	74.0%	83.3%	\$8,527	\$88,361	5.2%	6.0%				
May	\$5,625	\$89,620	71.9%	77.8%	\$11,664	\$100,026	11.6%	9.1%				
June	\$12,385	\$102,005	72.3%	85.5%	\$7,961	\$107,987	5.9%	8.0%				
Total	\$102,005				\$107,987				\$13,253			

Annual Comparison by Month



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

<u>Income</u>	<u>July 2022-June 2023</u>	<u>July 2021-June 2022</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	69,752.86	42,089.78	27,663.08	65.72%
4901 Interest Income	7,758.48	412.93	7,345.55	1778.89%
4950 Employer Contributions	1,307,564.06	1,291,290.64	16,273.42	1.26%
4951 Employee Contributions	283,178.48	284,999.18	(1,820.70)	-0.64%
4952 Employee Cobra Payments	5,833.26	7,051.08	(1,217.82)	-17.27%
4953 Reinsurance Refunds	334,752.65	87,711.39	247,041.26	281.65%
4954 Employee Buy-up Premiums	<u>6,350.00</u>	<u>3,775.00</u>	<u>2,575.00</u>	<u>68.21%</u>
Total Income	2,015,189.79	1,717,330.00	297,859.79	17.34%
 <u>Expenditures</u>				
5406 Contracted Services	3,852.07	1,856.00	1,996.07	107.55%
5806 Miscellaneous	54.00	312.00	(258.00)	-82.69%
5817 Bank Fees	1,095.12	963.85	131.27	13.62%
5850 Health Claims Paid	1,248,196.07	1,137,394.67	110,801.40	9.74%
5851 Pharmaceuticals	209,561.75	207,398.67	2,163.08	1.04%
5852 Reinsurance Premiums	366,472.92	357,944.14	8,528.78	2.38%
5853 Life Insurance Premiums	29,576.89	26,094.70	3,482.19	13.34%
5854 Medical Claims Admin Fees	75,832.23	63,057.96	12,774.27	20.26%
5855 Dental Claims Admin Fees	4,847.45	5,248.15	(400.70)	-7.64%
5856 Air Ambulance Memberships	5,649.00	7,206.00	(1,557.00)	-21.61%
5857 Dental Claims Paid	79,071.85	73,415.60	5,656.25	7.70%
5858 HSA Account Fees	<u>1,012.50</u>	<u>900.00</u>	<u>112.50</u>	<u>12.50%</u>
Total Expenditures	<u>2,025,221.85</u>	<u>1,881,791.74</u>	<u>143,430.11</u>	<u>7.62%</u>
 Net Income (Loss)	 <u>(10,032.06)</u>	 <u>(164,461.74)</u>	 <u>154,429.68</u>	 <u>-93.90%</u>

City of Moberly Health Plan Trust
Comparative Balance Sheet - June 30, 2023

<u>ASSETS</u>	<u>June 30, 2023</u>	<u>June 30, 2022</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>352,279.12</u>	<u>358,399.51</u>	<u>(6,120.39)</u>	<u>-1.71%</u>
Total Current Assets	<u>352,279.12</u>	<u>358,399.51</u>	<u>(6,120.39)</u>	<u>-1.71%</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>352,279.12</u>	<u>358,399.51</u>	<u>(6,120.39)</u>	<u>-1.71%</u>
<u>LIABILITIES & EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	<u>362,311.18</u>	<u>519,861.25</u>	<u>(157,550.07)</u>	<u>-30.31%</u>
Net Income (Loss)	<u>(10,032.06)</u>	<u>(164,461.74)</u>	<u>154,429.68</u>	<u>-93.90%</u>
Total Equity	<u>352,279.12</u>	<u>355,399.51</u>	<u>(3,120.39)</u>	<u>-0.88%</u>
TOTAL LIABILITIES & EQUITY	<u>352,279.12</u>	<u>355,399.51</u>	<u>(3,120.39)</u>	<u>-0.88%</u>



Monthly Report

June 2023

#16.

Parks

	2023	2022
Thompson Campground	190	Daily(176) Monthly(8) Overflow(6) 161
Misc. Thompson Campground	\$0.00	\$60.00
Miscellaneous Park Fees	\$70.25	Dump Station(\$20) Sale of old equipment(\$50) Envelope purchase(25Cents) \$90
Overnight Fishing Passes	\$25.00	2023 Season Pass(1) \$0.00
Paddleboat Rental	\$190.00	One hour rental(19) 329.9
Canoe Storage	-	-
Archery Range	-	-
Overlook & Plaza	-	-
Midway	-	-
Agricultural Barns	-	-
Equestrian Area/ Rodeo Ground	2	4-H Horse Show(2) 0
James Youth Center	8	Graduation Party(1) Family Reunions(3) Fair Board Meetings(1) MASA Meetings(2) 11
Lodge	7	Internal: Hold for Discover Nature Fishing for MDC(5 days of classes) Wedding Showers(1) Family Reunions(2) Wedding Receptions(2) Private Rentals(1) 5
Lion's Beuth Park	-	Internal: Hold for Dairy Goat Show(1) -
Tannehill Park & Gazebo	1	Pop-Up Park Events(1) 0
Depot Park (Entire Park)	1	Railroad Days(1 res for 7 days) 1
Rothwell Park 5K / Complex 5K	-	-
	2023	2022
Red 1	1	Internal: MACC Softball Team Practice & Program(1 res. For 30 days) 20
Red 2	43	14U Moberly Midget League Games(43) 1
Blue 1	Optimist	Optimist T-Ball Games 1
Blue 2	Optimist	Optimist T-Ball Games 1
Blue 3	0	1
Green 1	261	Optimist Advanced T-Ball Games & Optimist Pitching Machine Games 1

Fields	(Practices and Games subject to change due to weather)			
	Green 2	63	MPRD 8U Rec Softball Games(26) MPRD 10U Rec Softball Games(37)	48
	Green 3	64	MPRD 12U Rec Softball Games(18) 12U Competitive Softball Games(19) MPRD 14U Competitive Softball Games(12) MPRD 18U Competitive Softball Games(15) 10U Moberly Midget League Games(32)	56
	Green 4	33	Internal: MACC Softball Team Practice & Program(1 res. For 30 days)	21
	Green 5	41	12U Moberly Midget League Games(29)	21
	Green 6	29	8U Moberly Midget League Games(29)	13
	Groeber	9	MPRD Practices(1) Optimist Practices(7) Moberly Midget League Practices(1)	13
	Meinert	7	MPRD Practices(1) Moberly Midget League Practices(5) Adult Softball Practices(1)	7
	Patrick	21	MPRD Practices(7) Optimist Practices(4) Moberly Midget League Practices(10)	5
	Fox Field	0		3
Shelters	Fox Park Pickleball / Tennis Courts	8	Internal: Beginner Pickleball Lessons(1 res. for 4 days) Intermediate Pickleball Lessons(1 res. For 4 days)	8
	Batting Cages	7	MPRD Batting Practices(1) Optimist Club Batting Practices(6)	0
	Shelter 1 Tennis Courts	13	Internal: Tennis Lessons-all levels(13 res. For 13 days)	13
	Wilhite Tennis Courts	-		-
	2023		2022	
	Shelter 1	3	Family Reunion(1) Women's Group Meet & Greet(1) Private Rental(1)	4
	Shelter 3	1	Private Event(1)	3
	Shelter 5	4	Birthday Party(2) Disc Golf Tournament(1) Private Rental(1)	4
	Fox Park Shelter	4	Private Events(3) Birthday Party(1)	6
	Klein Shelter	1	Celebration of Life(1)	3
	Lake Pavilion	8	Birthday Party(2) Company Picnic(1) Private Rental(3) Family Reunion(1) Father's Day Gathering(1)	8
	262			

Riley Pavilion	3	Family Reunion(1) Dairy Goat Show(1 res. For 2 days) Internal: Contruction(1 res. For 26 days)	2
Meditation Garden and Legacy Overlook	-		-
Depot Park Shelter	2	Rotary Club Event(1) Railroad Days(1 res for 7 days)	2
2023		2022	

Auditorium

Entire Facility	4	Wedding(1 res. For 2 days) Dance Recital(1) Railroad Days Pageants(1 res. For 3 days) Internal: Blocked for Railroad Days in case of rain(1 res. For 2 days)	5
2023		2022	

Aquatic Center

Entire Facility	2	Birthday Party(1) Foster Parent Appreciation Event(1)	4
Sunshade Area	4	Birthday Parties(3) Baseball End of Season Gathering(1)	4
2023		2022	

Recreation

276-Rec; 17 Competitive Teams	MPRD Leagues	246 Rec; 13 Competitive Teams
185	Swimming Lessons	159
3	Pickleball Lessons	14
19	Tennis Lessons	17

Director – Troy Bock

- Amphitheater work continues. L&J Development is aiming to be complete by the end of July.
- Conservation has reimbursed their portion on the invasive species treatment (\$10,500).
- Continued 4th of July preparation and coordination with staff and outside groups.
- Had the original lighting engineer for the Aquatic Center utilize their archived documents to develop a lighting study for future upgrade to LED lighting within the fenced area. Budget will dictate whether we can fit this in the current budget year or next budget year.
- Met with Bryan Minnis and Eric Brown on golf course operations, course condition, and the budget for the upcoming year. The budget is largely status quo with increases to equipment maintenance, equipment, and grounds personnel if the right Superintendent is found.
- Irrigation issues at Heritage Hills were rectified, which has made life easier for course staff and has allowed them to work on course condition.
- 50 youth including my own children participated in the youth golf lessons at Heritage Hills this spring. That bodes well for the future of the course. Mike Goff, Jared Van Cleve, and others are to thank for offering these classes.
- Engineering work continues on the lakeshore project.
- Final permit plans for Kiwanis Park were produced. We are awaiting a grant award likely in the August or September time frame.

Administration – Leslie Keeney

- Worked with Head Umpire, Paige Douglas, in dealing with any umpire/sports league issues.
- Continued tracking concessions and pool operation revenues.
- Met with Park Rangers, Troy, and Dirk to discuss operations, trying to work together to make processes as smooth as possible.
- Assisted in organizing Park Board member photos with the Moberly Area Chamber of Commerce.
- Oversaw day to day operations of Parks and Recreation Office.

Park Superintendent – Dirk Miller

- Sprayed for Lilly Pads and other weeds in both Rothwell and Water Works lakes.
- Cut and hauled off Bush Honeysuckle from Rothwell spillway and removed invasive trees from the back of Groeber. Cut down three large trees behind MACC with help from Ameren.
- Temporarily fixed bridge at Heritage Hills for two tournaments.
- Replaced swings at Candy Cane, Shelters #1 & #3, and hangers at Candy Cane. Made temporary patch to teeter totter at Candy Cane playground.
- Had Stacy Sears come and bore part of the new underground electric line from the south entrance to Shelter #5. We trenched the rest; Tony Harlan helped us with running new wire to the shelter and hooked up the breaker box. Sent out bids for the lights, outlets, switches, and photocells.
- Had Gray Electric bring in a new 40hp turbine motor for the Well Pump that does the irrigation at the Complex. Had the old motor taken to Hauser to rebuild.
- Assisted with a large goat/sheep show at The Riley Pavilion, where they had over 400 entrants for the two-day event.
- L&J poured the last two sections of concrete for the surrounding driveway around the coming Amphitheater and added a section on the east end of the Solar Shelter. They had enclosed all the downspouts on the south side of the Solar Shelter and the north side of the Riley Pavilion. Start of the actual construction of Amphitheater should begin shortly.

- We have hired two new employees; Danny Koenig is a full-time employee who will clean and maintain the Park restrooms and do general maintenance, and Paula Johnson, who is part-time, to do mowing and maintenance.
- New streetlights should start to be installed this month. We have 20 to replace or add.

Athletic Complex Supervisor/Sports Manager – Jacob Buntin

Athletic Complex:

- Prep work for the 4th of July Extravaganza began.
- PTO driven deep tine aerification done to MACC infield. Then a USGA coarse sand was top-dressed and drug into the turf.
- Grub control application was sprayed on all field turf.
- VFD irrigation system is up and working to full capacity.

Sports:

- Nightly league play continued with games being held five nights a week.
- MML 8U league play ended June 27th.
- Optimist T-ball and Advanced T-ball leagues play ended June 29th.

Recreation Supervisor – Jenna Kitchen

Events/Marketing

- Our 9th Annual 4th of July Extravaganza was very successful! We had a massive crowd, tasty food truck vendors, an amazing band, and a wonderful firework show.
- July swim lessons began.
- Art in the Park is Tuesdays in July, organized by the Moberly Little Dixie Regional Library.
- The world's greatest 3D archery shoot, the Rinehart 100 Archery Shoot, organized by NOMO, is returning to Rothwell Park on August 4th-6th.
- July is National Park and Recreation month. Park and Recreation month has been celebrated since 1985 in the U.S. and we are here to continue the tradition to help promote building strong, vibrant, and resilient communities.

Concessions/Aquatics

- At the end of June, the Aquatic Center lifeguards received a 4-Star Audit through StarGuard ELITE. I am very proud of our lifeguards for their performances each day. This audit was a great learning experience for our guards and for me. We received positive, constructive feedback.
- Last Wednesday, we had two individuals participate in our Lifeguard for a Day activity. This is an opportunity for those ages 13-15 to “job shadow” our lifeguards to see what being a lifeguard is like and how our facility operates.



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
 June 2023**

1. Sexual Misconduct 2nd degree: Suspect: EW, W/F, 35 yoa; Victim: Unknown. (Unfounded)
2. Driving While Intoxicated: Suspect: SW, W/F, 50 yoa; Victim: State of Missouri. Reports sent to RCPA.
3. Possession of Controlled Substance (Meth): Suspect: SW, W/F, 50 yoa; Victim: State of Missouri. Reports sent to RCPA.
4. Fraud: Suspect: UNK; Victim: OF&H, Bus. Unfounded
5. Stealing: Suspect: UNK; Victim: RCF, Bus. Unfounded
6. Stealing: Suspect: CJ, W/M, 33yoa; Victim: JH, W/M, 71yoa. Reports sent to RCPA.
7. Child Molestation: Suspect: DS, W/M, 42yoa; Victim: AS, W/F, 19 yoa. Unfounded
8. Statutory Rape: Suspect: ZB, W/F, 19yoa; Victim: TE, W/M, 13yoa. Unfounded.
9. Burglary-1st Degree; Suspect: CJ, W/M 33 YOA; Victim: PL, W/F 71 YOA. Reports sent to RCPA.
10. Stealing; Suspect: CJ, W/M 33 YOA; Victim: SH, W/M 52 YOA. Reports sent to RCPA.
11. Tampering with a Motor Vehicle; Suspect: CJ, W/M 33 YOA; Victim: JB, W/M 36 YOA Reports sent to RCPA.
12. Stealing; Suspect: CJ, W/M 33 YOA; Victim: JB, W/M 36 YOA. Reports sent to RCPA.
13. Stealing; Suspect: CJ, W/M 33 YOA; Victim: RB, W/F 82 YOA. Reports sent to RCPA.
14. Fraudulent Use of a Credit/Debit Card; Suspect: CJ, W/M 33 YOA; Victim: RB, W/F 82 YOA Reports sent to RCPA.
15. Stealing; Suspect: CJ, W/M 33 YOA; Victim: WS, W/M 31 YOA. Reports sent to RCPA.

16. Stealing; Suspect: CJ, W/M 33 YOA; Victim: AL, W/M 68 YOA. Reports sent to RCPA.
17. Fraudulent Use of a Credit/Debit Card; Suspect: CJ, W/M 33 YOA; Victim: AL, W/M 68 YOA. Reports sent to RCPA.
18. 10. Stealing; Suspect: CJ, W/M 33 YOA; Victim: CC, W/M 48 YOA. Reports sent to RCPA.
19. 11. Fraudulent Use of a Credit/Debit Card; Suspect: CJ, W/M 33 YOA; Victim: CC, W/M 48 YOA. Reports sent to RCPA.

Cases Cleared.....20
Interviews.....90
Interrogations.....3
Reports Written.....98

Special Assignments

Monthly Report

Completed Paycom for detective unit.
 Approved numerous reports for Detective Unit.
 Tagged numerous body camera videos.
 Liquor License Application- D'Abolengo LLC.
 Liquor License Application- VFW Post 2654.
 Assisted NOMO Drug Task Force with Drug Investigation.
 Liquor License Application- Fraternal Order of Eagles.
 Liquor License Application- Get It N Go Express South.
 Restocked/ organized Detective Unit vehicles.
 Liquor License Application- Get It N Go Express.
 Liquor License Application- West Side Bar and Grill.
 Conducted follow up on Burglary/ Harassment investigation.
 Liquor License Application- Mallards Pub & Pool.
 Liquor License Application- Felicia's Restaurant & Entertainment.
 Conducted follow up on child abuse investigation.
 Virtual Academy Online Training- Psychological Compliance and De-Escalation.
 Liquor License Application- Casey's #1121.
 Assisted Patrol Division with a civil matter.
 Liquor License Application- Casey's #2003.
 Virtual Academy Online Training- Implicit Bias.
 Assisted Patrol Division with recovery of a stolen vehicle out of Columbia.
 Liquor License Application- Vertigo Event Services.
 Liquor License Application- Lula's.
 Liquor License Application- Bean.
 Virtual Academy Online Training- EVOC: Precision Driving.
 Liquor License Application- Pizza Hut.
 Liquor License Application- 7th Heaven.



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Chief of Police

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Assisted with Death Investigation.

Received report of possible Elder Abuse from Department of Health and Senior Services.

Conducted follow up on Statutory Rape investigation.

Submitted preservation request to Snapchat.

Submitted preservation request to Facebook.

Liquor License Application- Aldi.

Submitted preservation request to Boost Mobile.

Submitted preservation request to US Cellular.

Submitted referral for forensic interview to Rainbow House.

Assisted Fire Marshal with follow up on Arson investigation.

Liquor License Application- Moose Lodge.

Liquor License Application- Fiesta.

Assisted Patrol Division with follow up on a Driving While Intoxicated investigation.

Assisted Patrol Division with a report of Suspicious Activity.

Attended training in Columbia for two days.

Assisted with search warrant for Stealing/ Tamper with a Motor Vehicle investigation.

Responded with Children's Division for a Hotline Report.

Assisted with attempting to locate suspect in Stealing investigation.

Assisted with processing evidence for Rape investigation.

Liquor License Application- Lucky's.

Submitted Press Release to local media in reference to Burglary investigation/ arrest.

Conducted follow up on a Child Molestation investigation.

Liquor License Application- Los Amigos.

Contacted by MACC about a possible Sexual Misconduct investigation.

Assisted Patrol Division with Property Damage/ Leaving the Scene of an Accident investigation.

Attended forensic interview in Columbia for Statutory Rape investigation.

Attended Supervisor's Meeting.

Assisted Boone County Cyber Crimes with a Child Pornography investigation.

Followed up on a fraud investigation.

Followed up on a child molestation investigation.

Responded to a peace disturbance on Johnson.

Assisted patrol with a property damage investigation on Myra.

Attended door breaching training with MPD Swat Team.
Assisted patrol with a peace disturbance on S. Williams.
Served a search warrant to Meta Platforms (Facebook).
Completed training through MIRMA University (Sexual Harassment in the Workplace)
Completed training through MIRMA University (Worker's Compensation prevent sprains/strains)
Followed up on a child molestation investigation.
Assisted patrol in identifying an individual with assistance from MIAC.
Assisted on an elder abuse investigation.
Conducted an interview in reference to a sexual misconduct investigation.
Responded to University of MO Hospital in reference to a hotline investigation.
Follow up on robbery investigation.
Assisted in serving a search warrant on Monroe.
Follow up on stolen vehicle investigation.
Responded to E. Lee in reference to a wanted individual for arrest.
Conducted an interview in reference to a stolen vehicle.
Attended MPD SWAT training on Gratz Brown.
Responded to University Hospital for evidence collection.
Examined evidence in a sexual assault investigation.
Followed up on a sexual assault investigation.
Followed up on a stolen vehicle investigation.
Responded to the Randolph County Sheriff's Office to follow up on a stealing investigation.
Wrote cellphone search warrant in reference to Fraudulent Use of a Debit/Credit Card investigation.
Assisted patrol with an arrest for Burglary.
Submitted cellphone search warrant in reference to Fraudulent Use of a Debit/Credit Card investigation.
Reviewed Chime information return in reference to Fraudulent Use of a Debit/Credit Card investigation.
Contacted Boone County Cyber Crimes in reference to Fraudulent Use of a Debit/Credit Card investigation / cellphone search warrant.
Wrote CashApp investigative subpoena request in reference to Fraudulent Use of a Debit/Credit Card investigation.
Assisted Patrol with stolen vehicle recovery / Tampering with a Motor Vehicle investigation.
Assisted Patrol with multiple Stealing investigations.
Conducted follow-ups and canvassed neighborhoods in reference to multiple Stealing investigations.
Reviewed video surveillance in reference to Stealing investigations.
Assisted Patrol with recovery of a stolen vehicle.
Wrote residential search warrant in reference to Stealing, Fraudulent Use of a Debit/Credit Card investigations.
Executed search warrant in reference to Stealing, Fraudulent Use of a Debit/Credit Card investigations.



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Completed follow-ups in reference to Stealing, Fraudulent Use of a Debit/Credit Card investigations.

Submitted Facebook preservation request in reference to Stealing, Fraudulent Use of a Debit/Credit Card investigations.

Returned search warrant to the Randolph County Clerk's Officer in reference to Stealing, Fraudulent Use of a Debit/Credit Card investigation.

Wrote Facebook search warrant in reference to Stealing, Tampering with a Motor Vehicle and Fraudulent Use of a Debit/Credit Card investigations.

Submitted CashApp investigative subpoena request in reference to Fraudulent Use of a Debit/Credit Card investigation.

Reviewed video surveillance in reference to Leaving the Scene of an Accident.

Submitted MIAC facial and vehicle recognition requests in reference to Leaving the Scene of an Accident.

Attended Preliminary Hearing for Stealing case.

Attended Preliminary Hearing for Leaving the Scene of an Accident case.

Conducted follow-ups in reference to Leaving the Scene of an Accident.

Conducted follow-ups in reference to Animal Bite.

Recovered Property

2004 Ford F-150, value: \$5,000

2009 Chevrolet Aveo, estimated value: \$2,000

2- Absolut Peach 750, estimated value: \$50

2- Gosling 750, estimated value: \$50

Igloo lunchbox, estimated value: \$20

Vehicle and other misc. keys, estimated value: \$100

North Face backpack, estimated value: \$100

Kate Spade wallet, estimated value: \$100

MO driver's license and other misc. cards, estimated value: \$50

Lexie hearing aids, estimated value: \$800

Swiss Gear backpack, estimated value: \$80

Respectfully Submitted,

Tracey Hayes
Commander

07/03/23
09:22

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	0.61
Accident/Motor Vehicle	27	2.34
Alarm Call	30	2.60
Animal Bite	5	0.43
Animal Complaint	38	3.30
Assault	6	0.52
Assist Other Agency	31	2.69
Assist Public/Employee	98	8.51
Building Check	144	12.50
Burglary	3	0.26
City Ordinance Violation	3	0.26
Damage Property	18	1.56
Death Investigation	3	0.26
Document Delivery/Pickup	10	0.87
Domestic Abuse	3	0.26
E911 Check	3	0.26
Extra Watch	57	4.95
Extra Watch Request	11	0.95
Field Contact	26	2.26
Fire Alarm Call	3	0.26
Fire Call	10	0.87
Fire Health Safety Check	8	0.69
Found Property/Contraband	11	0.95
Fraud	2	0.17
Funeral Escort	1	0.09
Harassment	7	0.61
Health Safety	2	0.17
Keeping the Peace	4	0.35
Liquor Laws	6	0.52
Medical Assist\RCAD	73	6.34
Missing Person	6	0.52
Motor Vehicle Theft	2	0.17
Parking Violation	9	0.78
Peace Disturbance	69	5.99
Runaway Juv	2	0.17
Sex Offenses	4	0.35
Special Assignment	7	0.61
Stalking	1	0.09
Stealing	52	4.51
Suicide/Suicide Attempt	2	0.17
Suspicious Activity	51	4.43
Suspicious Person	29	2.52
Suspicious Vehicle	22	1.91
Traffic Complaint	163	14.15
Trespass/Refusing to Leave	9	0.78
Warrant Arrest	25	2.17
Weapons	1	0.09
Try to Contact/Well-Being	48	4.17
Total Calls:		1152

Report Includes:

All dates between `00:00:01 06/01/23` and `23:59:59 06/30/23`

All nature of incidents

All cities matching `MOB`

**Moberly Fire Department
June Monthly Report
2023**



City of Moberly Fire Department

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

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

To: Mayor and City Council
 From: Don Ryan, Fire Chief
 Date: July 5, 2023
 Re: May Monthly Council Report:

- Last month the fire department responded to 118 incidents (26 different types) this included: **6 fire related calls; 72 EMS Calls; 24 service calls; 4 good intent call; 2 false alarms & false calls; 8 Hazardous Condition (No Fire); 2 Special Incident and 18 fire inspections.**
- The Department's three shifts combined for **462.0** training hours. The following topics were covered: PS Trax Training; Target Solutions Training; Stormwater Training; Firefighter Survival Drills; NFPA 1410 Drills; Recruit Training; Department Policy Training; Thermal Imager Training; and Health and Wellness.

Building inspections (CFOs), annual business inspections, and hydrant testing continue to be done by all three shifts.

- The department participated in the Community Cleanup Day on the 6th.
- The department participated in the monthly siren test on the 7th.
- The Chief participated in a meeting with WSKF regarding the fire/police renovation project and the new fire station build project on the 13th.
- The department welcomed our newest hire to the fire department family on the 16th. We would like to introduce Manlee Lamar.
- The Chief attended the Region B Coordinator's Meeting in Macon on the 20th.
- On the 22nd, the Chief attended the 4th of July meeting.
- The Chief participated in a virtual meeting with FEMA GO for the Quarterly Status Report on the 27th.
- The Chief participated in a webinar regarding "Missing Persons" on the 27th.
- We had our monthly officer's meeting on the 28th.
- The Chief participated in the 24/63 Fire Chief's Meeting in Huntsville on the 28th.
- The Chief did the KWIXland radio show on the 30th.

Notice for June 2023

- The Chief will attend the Region B Coordinator's Meeting in Kirksville on the 17th.
- Monthly Siren Test on the 5th.
- The Chief will attend the Region B Fire Chief's Meeting in Shelbina.
- The Chief will attend the LEPC Meeting for Randolph County on the 20th.

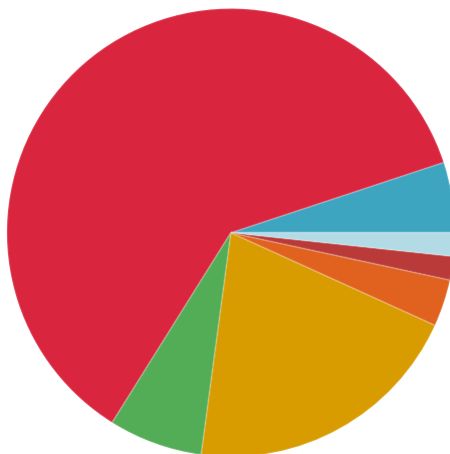


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
132 - Road freight or transport vehicle fire	1	0.85%
1382 - Motorcycle	1	0.85%
142 - Brush or brush-and-grass mixture fire	1	0.85%
143 - Grass fire	1	0.85%
1513 - Yard Waste/ Refuse Fire	1	0.85%
162 - Outside equipment fire	1	0.85%
311 - Medical assist, assist EMS crew	6	5.08%
3112 - Lift Assistance	4	3.39%
3113 - Standby, No care provided	7	5.93%
321 - EMS call, excluding vehicle accident with injury	48	40.68%
322 - Motor vehicle accident with injuries	3	2.54%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.85%

Incident Type	Total Incidents	Percent
324 - Motor vehicle accident with no injuries.	2	1.69%
341 - Search for person on land	1	0.85%
411 - Gasoline or other flammable liquid spill	1	0.85%
444 - Power line down	5	4.24%
463 - Vehicle accident, general cleanup	2	1.69%
5001 - Gas Appliance Inspection	16	13.56%
5005 - CFO Inspection	2	1.69%
551 - Assist police or other governmental agency	2	1.69%
561 - Unauthorized burning	4	3.39%
611 - Dispatched & canceled en route	1	0.85%
631 - Authorized controlled burning	3	2.54%
735 - Alarm system sounded due to malfunction	1	0.85%
736 - CO detector activation due to malfunction	1	0.85%
911 - Citizen complaint	2	1.69%

Total Number of Incidents: 118

Total Number of Incident Types: 26

Incident Type	Total Incidents	Percent
---------------	-----------------	---------

Report Filter Settings

Report File Name: Incidents by Incident Type, Summary with Major Type Graph

Filter Name: Last Calendar Month

Filter Expression: [AlarmDateTime] is between '6/1/2023 12:00:00 AM' and '6/30/2023 11:59:59 PM'

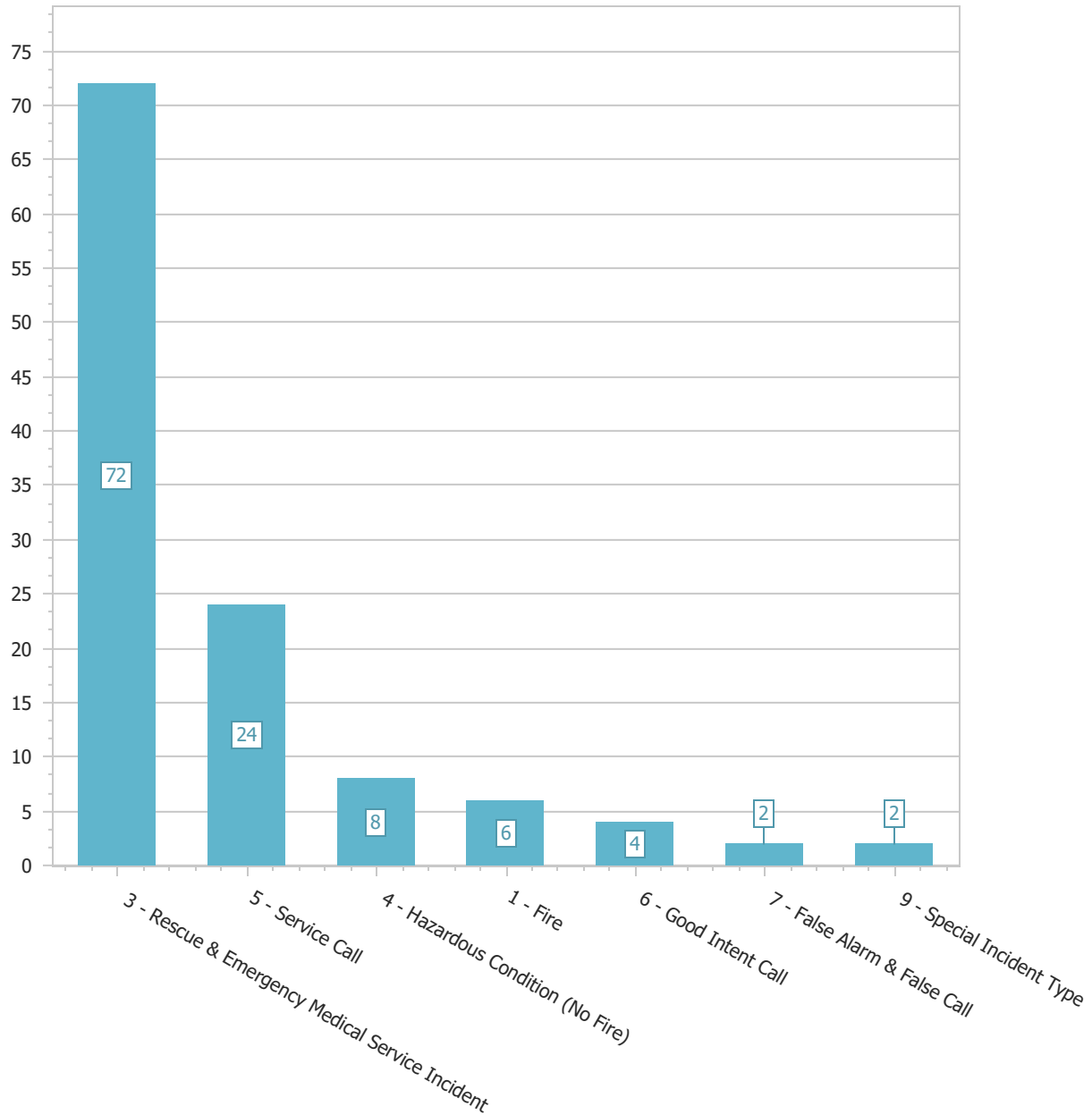


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports by Incident Type Series, Detailed



Incident Type: 1 - Fire

Incident #	Exp #	Alarm Date/Time	Address
2300595	0	6/13/2023 12:55:00 PM	400 Roberts ST, Moberly, MO 65270
2300634	0	6/23/2023 1:48:25 PM	1707 S Morley ST, Moberly, MO 65270
2300635	0	6/23/2023 7:09:33 PM	1212 2320 RD, Moberly, MO 65270
2300636	0	6/24/2023 8:00:34 AM	1751 E Urbandale DR, Moberly, MO 65270
2300651	0	6/28/2023 7:52:29 PM	FISK, Moberly, MO 65270
2300652	0	6/28/2023 8:55:34 PM	1115 Fisk AVE, Moberly, MO 65270

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

Incident #	Exp #	Alarm Date/Time	Address
2300555	0	6/1/2023 9:28:35 AM	2002 W 24 HWY, Moberly, MO 65270
2300556	0	6/1/2023 12:12:53 PM	Hwy 63 Southbound near MRMCM, Moberly, MO 65270
2300557	0	6/1/2023 3:40:54 PM	837 W Coates ST, Moberly, MO 65270
2300558	0	6/2/2023 5:35:04 AM	702 S Williams ST, Moberly, MO 65270
2300561	0	6/2/2023 3:16:33 PM	208 Edgewood Terrace S, Moberly, MO 65270
2300564	0	6/2/2023 4:16:53 PM	426 S MORLEY ST S, Moberly, MO 65270
2300565	0	6/2/2023 8:32:43 PM	824 WILLIAMS, Moberly, MO 65270
2300566	0	6/3/2023 12:28:50 AM	600 RUTH AVE, Moberly, MO 65270
2300568	0	6/3/2023 10:39:08 PM	501 Oak TER, Moberly, MO 65270
2300569	0	6/5/2023 11:20:29 AM	421 E Rollins ST, Moberly, MO 65270
2300570	0	6/5/2023 9:56:53 PM	401 S Ault ST, Moberly, MO 65270
2300571	0	6/6/2023 11:21:14 AM	312 E Coates ST, Moberly, MO 65270

2300572	0	6/6/2023 4:09:52 PM	315 S CLARK, Moberly, MO 65270
2300573	0	6/7/2023 9:27:27 AM	1351 lantern, Moberly, MO 65270
2300574	0	6/7/2023 11:09:12 AM	2041 SILVA LN, Moberly, MO 65270
2300575	0	6/7/2023 12:31:40 PM	105 NORTH AVE, Moberly, MO 65270
2300576	0	6/7/2023 1:22:22 PM	220 TAYLOR ST #308, Moberly, MO 65270
2300577	0	6/8/2023 8:16:21 AM	336 Woodland AVE, Moberly, MO 65270
2300580	0	6/8/2023 3:21:35 PM	310 S Clark ST, Moberly, MO 65270
2300581	0	6/9/2023 12:06:22 AM	1407 Buchannan ST, Moberly, MO 65270
2300582	0	6/10/2023 9:03:54 AM	710 E McKinsey ST, Moberly, MO 65270
2300583	0	6/10/2023 11:09:02 AM	COATES, Moberly, MO 65270
2300585	0	6/10/2023 9:52:03 PM	612 W Coates ST, Moberly, MO 65270
2300587	0	6/11/2023 6:50:49 AM	906 Shelby ST, Moberly, MO 65270
2300590	0	6/12/2023 5:51:49 PM	1507 BERTLEY, Moberly, MO 65270
2300592	0	6/13/2023 5:01:16 AM	800 W Reed ST, Moberly, MO 65270
2300593	0	6/13/2023 9:13:00 AM	300 W Rollins ST, Moberly, MO 65270
2300596	0	6/13/2023 5:55:00 PM	318 S Fifth ST, Moberly, MO 65270
2300597	0	6/13/2023 7:50:20 PM	800 Sinnock AVE, Moberly, MO 65270
2300598	0	6/14/2023 6:03:56 PM	256 E US 24 HWY, Moberly, MO 65270
2300599	0	6/14/2023 7:04:06 PM	116 E Carpenter ST, Moberly, MO 65270
2300600	0	6/14/2023 11:04:00 PM	710 W Rollins ST, Moberly, MO 65270
2300603	0	6/15/2023 1:10:10 PM	8 WILLOTT, Moberly, MO 65270
2300602	0	6/15/2023 1:13:15 PM	600 E 24 HWY, Moberly, MO 65270
2300608	0	6/16/2023 1:50:37 PM	40 KENNEDY, Moberly, MO 65270

2300610	0	6/17/2023 6:09:47 PM	S Williams ST & Shepherd Brothers BLVD, Moberly, MO
2300612	0	6/18/2023 3:00:25 AM	1204 S Morley ST #4, Moberly, MO 65270
2300613	0	6/18/2023 10:43:09 AM	1502 S MORLEY #21, Moberly, MO 65270
2300614	0	6/18/2023 1:08:42 PM	310 S CLARK, Moberly, MO 65270
2300615	0	6/19/2023 9:48:47 AM	1437 S Morley ST, Moberly, MO 65270
2300619	0	6/19/2023 12:57:28 PM	319 Morehead ST E, Moberly, MO 65270
2300620	0	6/19/2023 6:31:28 PM	1177 N MORLEY ST, Moberly, MO 65270
2300621	0	6/20/2023 2:09:34 AM	1942 Eastbrook CIR, Moberly, MO 65270
2300622	0	6/20/2023 1:20:27 PM	1100 N Morley ST, Moberly, MO 65270
2300623	0	6/20/2023 4:00:00 PM	1007 Buchanan ST W, Moberly, MO 65270
2300624	0	6/21/2023 2:50:17 AM	310 S Clark ST, Moberly, MO 65270
2300626	0	6/21/2023 4:41:19 PM	304 N COLLEGE AVE #1, Moberly, MO 65270
2300628	0	6/22/2023 11:27:03 AM	1062 BOND ST, Moberly, MO 65270
2300630	0	6/22/2023 1:51:37 PM	205 FARROR ST #410, Moberly, MO 65270
2300631	0	6/22/2023 3:34:45 PM	1501 N MORLEY ST, Moberly, MO 65270
2300632	0	6/22/2023 7:53:07 PM	209 S Ault ST, Moberly, MO 65270
2300633	0	6/23/2023 12:43:35 PM	600 N Morley ST, Moberly, MO 65270
2300637	0	6/24/2023 7:33:27 PM	217 UNION, Moberly, MO 65270
2300638	0	6/25/2023 12:33:15 AM	618 BERTLEY, Moberly, MO 65270
2300639	0	6/25/2023 6:10:33 AM	502 MADISON, Moberly, MO 65270
2300640	0	6/25/2023 11:28:56 AM	2251 SILVA LN #25, Moberly, MO 65270
2300641	0	6/25/2023 1:30:11 PM	669 N MORLEY ST, Moberly, MO 65270
2300642	0	6/26/2023 10:26:16 AM	905 Taylor ST, Moberly, MO 65270

2300644	0	6/26/2023 2:48:20 PM	E hwy 24 HWY E & E Outer RD, Moberly, MO
2300645	0	6/26/2023 7:14:00 PM	906 W Myra ST, Moberly, MO 65270
2300649	0	6/28/2023 4:02:31 PM	527 BARROW ST, Moberly, MO 65270
2300653	0	6/29/2023 5:01:42 AM	1906 Darwood CIR, Moberly, MO 65270
2300654	0	6/29/2023 7:28:34 AM	1150 S Morley ST S, Moberly, MO 65270
2300662	0	6/29/2023 2:15:27 PM	220 Taylor ST #200, Moberly, MO 65270
2300664	0	6/29/2023 3:13:58 PM	506 Patton ST, Moberly, MO 65270
2300665	0	6/29/2023 6:53:00 PM	906 W Myra ST, Moberly, MO 65270
2300666	0	6/29/2023 11:39:00 PM	829 Concannon ST W, Moberly, MO 65270
2300667	0	6/30/2023 9:10:40 AM	1004 W REED, Moberly, MO 65270
2300668	0	6/30/2023 10:31:24 AM	1210 N Morley ST #C, Moberly, MO 65270
2300670	0	6/30/2023 4:32:47 PM	703 TERRILL, Moberly, MO 65270
2300671	0	6/30/2023 7:07:08 PM	1501 N Morley ST, Moberly, MO 65270
2300672	0	6/30/2023 8:35:36 PM	419 E Lee ST, Moberly, MO 65270

Total Incidents: 72

Incident Type: 4 - Hazardous Condition (No Fire)

Incident #	Exp #	Alarm Date/Time	Address
2300584	0	6/10/2023 9:29:00 PM	626 W Coates ST, Moberly, MO 65270
2300586	0	6/10/2023 10:40:35 PM	MORLEY, Moberly, MO 65270
2300588	0	6/11/2023 10:00:00 AM	E McKinsey ST & S Morley ST, Moberly, MO
2300655	0	6/29/2023 9:14:49 AM	121 Johnson ST, Moberly, MO 65270
2300657	0	6/29/2023 10:27:49 AM	525 Farror ST, Moberly, MO 65270
2300658	0	6/29/2023 10:46:39 AM	131 Elizabeth ST, Moberly, MO 65270

2300661	0	6/29/2023 11:07:32	512 McKinley AVE, Moberly, MO 65270
		AM	
2300660	0	6/29/2023 11:48:49	416 Garfield AVE, Moberly, MO 65270
		AM	

Total Incidents: 8

Incident Type: 5 - Service Call

Incident #	Exp #	Alarm Date/Time	Address
2300562	0	6/2/2023 4:00:00	428 Franklin AVE, Moberly, MO 65270
		AM	
2300563	0	6/2/2023 4:00:01	713 S Williams ST S, Moberly, MO 65270
		AM	
2300559	0	6/2/2023 9:00:00	535 W Coates ST, Moberly, MO 65270
		AM	
2300560	0	6/2/2023 10:30:00	727 S Williams ST S, Moberly, MO 65270
		AM	
2300578	0	6/8/2023 8:56:11	308 E Lee ST, Moberly, MO 65270
		AM	
2300579	0	6/8/2023 10:15:00	527 Garfield AVE, Moberly, MO 65270
		AM	
2300589	0	6/12/2023 1:00:00	2 Windsor PL, Moberly, MO 65270
		PM	
2300594	0	6/13/2023 9:45:00	209 E Burkhardt ST, Moberly, MO 65270
		AM	
2300601	0	6/15/2023 12:30:43	710 E Logan ST, Moberly, MO 65270
		AM	
2300604	0	6/15/2023 3:00:00	2011 Sterling DR, Moberly, MO 65270
		PM	
2300606	0	6/16/2023 10:00:00	614 W Rollins ST, Moberly, MO 65270
		AM	
2300607	0	6/16/2023 10:30:00	1502 S Morley ST, Moberly, MO 65270
		AM	
2300616	0	6/19/2023 10:20:00	317 Oak TER, Moberly, MO 65270
		AM	
2300617	0	6/19/2023 10:40:00	1347 Lantern Pointe LOOP, Moberly, MO 65270
		AM	
2300618	0	6/19/2023 11:00:00	730 Meadowbrook CIR, Moberly, MO 65270
		AM	
2300625	0	6/21/2023 12:59:34	AULT, Moberly, MO 65270
		PM	
2300627	0	6/21/2023 5:00:00	411 Union AVE, Moberly, MO 65270
		PM	
2300629	0	6/22/2023 12:15:00	112 W Carpenter ST, Moberly, MO 65270
		PM	

2300643	0	6/26/2023 12:04:03	1520 E Rollins ST, Moberly, MO 65270 PM
2300648	0	6/28/2023 12:40:44	713 S 6th, Moberly, MO 65270 AM
2300650	0	6/28/2023 4:40:00	1224 Bond ST, Moberly, MO 65270 PM
2300659	0	6/29/2023 11:37:29	1401 Buchanan ST, Moberly, MO 65270 AM
2300663	0	6/29/2023 2:45:00	619 Vincil ST, Moberly, MO 65270 PM
2300669	0	6/30/2023 2:30:00	499 Woodland AVE, Moberly, MO 65270 PM

Total Incidents: 24

Incident Type: 6 - Good Intent Call

Incident #	Exp #	Alarm Date/Time	Address
2300567	0	6/3/2023 5:33:59	1515 Union AVE, Moberly, MO 65270 PM
2300591	0	6/12/2023 8:40:00	619 Franklin AVE, Moberly, MO 65270 PM
2300646	0	6/27/2023 6:40:06	1640 S WILLIAMS, Moberly, MO 65270 PM
2300647	0	6/27/2023 9:25:47	1307 FISK, Moberly, MO 65270 PM

Total Incidents: 4

Incident Type: 7 - False Alarm & False Call

Incident #	Exp #	Alarm Date/Time	Address
2300605	0	6/15/2023 9:52:36	335 Woodland AVE, Moberly, MO 65270 PM
2300656	0	6/29/2023 10:12:56	607 Fowler RD, Moberly, MO 65270 AM

Total Incidents: 2

Incident Type: 9 - Special Incident Type

Incident #	Exp #	Alarm Date/Time	Address
2300609	0	6/16/2023 11:53:01	407 Bertley ST, Moberly, MO 65270 PM
2300611	0	6/17/2023 11:30:43	407 Bertley ST, Moberly, MO 65270 PM

Total Incidents: 2

Total Number of Distict Incidents: 118

Total Number of Distict Incident Types: 26

Report Filter Settings

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

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '6/1/2023 12:00:00 AM' and '6/30/2023 11:59:59 PM'

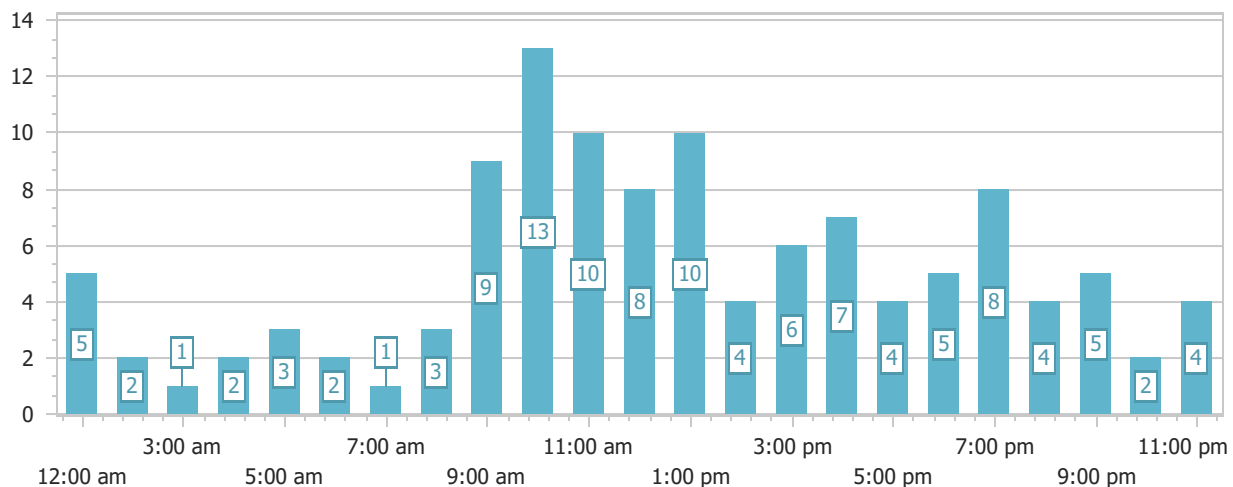


Emergency: Dial 911
 Station #1: 660-269-8705 Ext: 2035
 Fax: 600-263-0596
 Station #2: 660-263-4121

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports by Time of Day, Detailed



12:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300566	0	6/3/2023	3113 - Standby, No care provided
2300581	0	6/9/2023	321 - EMS call, excluding vehicle accident with injury
2300601	0	6/15/2023	561 - Unauthorized burning
2300638	0	6/25/2023	321 - EMS call, excluding vehicle accident with injury
2300648	0	6/28/2023	561 - Unauthorized burning

Total Number of Incidents: 5

2:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300621	0	6/20/2023	3112 - Lift Assistance
2300624	0	6/21/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 2

3:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300612	0	6/18/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 1

4:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300562	0	6/2/2023	5001 - Gas Appliance Inspection
2300563	0	6/2/2023	5001 - Gas Appliance Inspection

Total Number of Incidents: 2

5:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300558	0	6/2/2023	321 - EMS call, excluding vehicle accident with injury
2300592	0	6/13/2023	321 - EMS call, excluding vehicle accident with injury
2300653	0	6/29/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 3

6:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300587	0	6/11/2023	321 - EMS call, excluding vehicle accident with injury
2300639	0	6/25/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 2

7:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300654	0	6/29/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 1

8:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300577	0	6/8/2023	321 - EMS call, excluding vehicle accident with injury

2300578	0	6/8/2023	551 - Assist police or other governmental agency
2300636	0	6/24/2023	162 - Outside equipment fire

Total Number of Incidents: 3

9:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300555	0	6/1/2023	3112 - Lift Assistance
2300559	0	6/2/2023	5005 - CFO Inspection
2300573	0	6/7/2023	321 - EMS call, excluding vehicle accident with injury
2300582	0	6/10/2023	321 - EMS call, excluding vehicle accident with injury
2300593	0	6/13/2023	3113 - Standby, No care provided
2300594	0	6/13/2023	5001 - Gas Appliance Inspection
2300615	0	6/19/2023	321 - EMS call, excluding vehicle accident with injury
2300655	0	6/29/2023	411 - Gasoline or other flammable liquid spill
2300667	0	6/30/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 9

10:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300560	0	6/2/2023	5001 - Gas Appliance Inspection
2300579	0	6/8/2023	5001 - Gas Appliance Inspection
2300588	0	6/11/2023	463 - Vehicle accident, general cleanup
2300606	0	6/16/2023	5001 - Gas Appliance Inspection
2300607	0	6/16/2023	5001 - Gas Appliance Inspection
2300613	0	6/18/2023	321 - EMS call, excluding vehicle accident with injury
2300616	0	6/19/2023	5001 - Gas Appliance Inspection
2300617	0	6/19/2023	5001 - Gas Appliance Inspection
2300642	0	6/26/2023	321 - EMS call, excluding vehicle accident with injury
2300656	0	6/29/2023	735 - Alarm system sounded due to malfunction
2300657	0	6/29/2023	444 - Power line down
2300658	0	6/29/2023	444 - Power line down
2300668	0	6/30/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 13

11:00 am

Incident #	Exp #	Alarm Date	Incident Type
2300569	0	6/5/2023	321 - EMS call, excluding vehicle accident with injury
2300571	0	6/6/2023	321 - EMS call, excluding vehicle accident with injury
2300574	0	6/7/2023	311 - Medical assist, assist EMS crew
2300583	0	6/10/2023	322 - Motor vehicle accident with injuries
2300618	0	6/19/2023	5001 - Gas Appliance Inspection
2300628	0	6/22/2023	321 - EMS call, excluding vehicle accident with injury
2300640	0	6/25/2023	321 - EMS call, excluding vehicle accident with injury
2300661	0	6/29/2023	444 - Power line down
2300659	0	6/29/2023	5001 - Gas Appliance Inspection
2300660	0	6/29/2023	444 - Power line down

Total Number of Incidents: 10

12:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300556	0	6/1/2023	311 - Medical assist, assist EMS crew
2300575	0	6/7/2023	321 - EMS call, excluding vehicle accident with injury
2300595	0	6/13/2023	1513 - Yard Waste/ Refuse Fire
2300619	0	6/19/2023	3112 - Lift Assistance
2300625	0	6/21/2023	551 - Assist police or other governmental agency
2300629	0	6/22/2023	5005 - CFO Inspection
2300633	0	6/23/2023	323 - Motor vehicle/pedestrian accident (MV Ped)
2300643	0	6/26/2023	561 - Unauthorized burning

Total Number of Incidents: 8

1:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300576	0	6/7/2023	321 - EMS call, excluding vehicle accident with injury
2300589	0	6/12/2023	5001 - Gas Appliance Inspection

2300603	0	6/15/2023	321 - EMS call, excluding vehicle accident with injury
2300602	0	6/15/2023	311 - Medical assist, assist EMS crew
2300608	0	6/16/2023	311 - Medical assist, assist EMS crew
2300614	0	6/18/2023	321 - EMS call, excluding vehicle accident with injury
2300622	0	6/20/2023	3113 - Standby, No care provided
2300630	0	6/22/2023	321 - EMS call, excluding vehicle accident with injury
2300634	0	6/23/2023	132 - Road freight or transport vehicle fire
2300641	0	6/25/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 10

2:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300644	0	6/26/2023	322 - Motor vehicle accident with injuries
2300662	0	6/29/2023	321 - EMS call, excluding vehicle accident with injury
2300663	0	6/29/2023	5001 - Gas Appliance Inspection
2300669	0	6/30/2023	5001 - Gas Appliance Inspection

Total Number of Incidents: 4

3:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300557	0	6/1/2023	321 - EMS call, excluding vehicle accident with injury
2300561	0	6/2/2023	321 - EMS call, excluding vehicle accident with injury
2300580	0	6/8/2023	321 - EMS call, excluding vehicle accident with injury
2300604	0	6/15/2023	561 - Unauthorized burning
2300631	0	6/22/2023	321 - EMS call, excluding vehicle accident with injury
2300664	0	6/29/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 6

4:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300564	0	6/2/2023	324 - Motor vehicle accident with no injuries.

2300572	0	6/6/2023	321 - EMS call, excluding vehicle accident with injury
2300623	0	6/20/2023	3113 - Standby, No care provided
2300626	0	6/21/2023	321 - EMS call, excluding vehicle accident with injury
2300649	0	6/28/2023	321 - EMS call, excluding vehicle accident with injury
2300650	0	6/28/2023	5001 - Gas Appliance Inspection
2300670	0	6/30/2023	341 - Search for person on land

Total Number of Incidents: 7

5:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300567	0	6/3/2023	611 - Dispatched & canceled en route
2300590	0	6/12/2023	3113 - Standby, No care provided
2300596	0	6/13/2023	3113 - Standby, No care provided
2300627	0	6/21/2023	5001 - Gas Appliance Inspection

Total Number of Incidents: 4

6:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300598	0	6/14/2023	322 - Motor vehicle accident with injuries
2300610	0	6/17/2023	321 - EMS call, excluding vehicle accident with injury
2300620	0	6/19/2023	321 - EMS call, excluding vehicle accident with injury
2300646	0	6/27/2023	631 - Authorized controlled burning
2300665	0	6/29/2023	311 - Medical assist, assist EMS crew

Total Number of Incidents: 5

7:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300597	0	6/13/2023	321 - EMS call, excluding vehicle accident with injury
2300599	0	6/14/2023	3113 - Standby, No care provided
2300632	0	6/22/2023	321 - EMS call, excluding vehicle accident with injury
2300635	0	6/23/2023	143 - Grass fire

2300637	0	6/24/2023	321 - EMS call, excluding vehicle accident with injury
2300645	0	6/26/2023	3112 - Lift Assistance
2300651	0	6/28/2023	1382 - Motorcycle
2300671	0	6/30/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 8

8:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300565	0	6/2/2023	321 - EMS call, excluding vehicle accident with injury
2300591	0	6/12/2023	631 - Authorized controlled burning
2300652	0	6/28/2023	142 - Brush or brush-and-grass mixture fire
2300672	0	6/30/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 4

9:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300570	0	6/5/2023	324 - Motor vehicle accident with no injuries.
2300584	0	6/10/2023	444 - Power line down
2300585	0	6/10/2023	321 - EMS call, excluding vehicle accident with injury
2300605	0	6/15/2023	736 - CO detector activation due to malfunction
2300647	0	6/27/2023	631 - Authorized controlled burning

Total Number of Incidents: 5

10:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2300568	0	6/3/2023	311 - Medical assist, assist EMS crew
2300586	0	6/10/2023	463 - Vehicle accident, general cleanup

Total Number of Incidents: 2

11:00 pm

Incident #	Exp #	Alarm Date	Incident Type
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2300600	0	6/14/2023	321 - EMS call, excluding vehicle accident with injury
2300609	0	6/16/2023	911 - Citizen complaint
2300611	0	6/17/2023	911 - Citizen complaint
2300666	0	6/29/2023	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 4

Report Filter Settings

Report Name: Incident Reports by Time of Day, Detailed

Filter Name: last month

Filter Expression: [AlarmDateTime] is between '6/1/2023 12:00:00 AM' and '6/30/2023 11:59:59 PM'



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

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Incident Reports by Apparatus, Summary

Apparatus:	Total Number of Incidents Responded to:
300 - 2015 Chevy Traverse	1
301 Command Ford F250	71
302 - 2014 Saber	50
303- 2022 Commander	60
304 - 2002 Contender	10
305 - 2006 Sutphen Aerial	1
313 - 2008 Command Vehicle	3
315 - 2007 Chevy Pickup	5
Total Number of Incidents: 118	

Report Filter Settings

Report Name: Incident Reports by Apparatus, Summary

Filter Name: Last Month

Filter Expression: [AlarmDateTime] is between '6/1/2023 12:00:00 AM' and '6/30/2023 11:59:59 PM'



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

City of Moberly Fire Department

310 N. Clark
 Moberly, MO 65270-1520

Department Log Hours and Points, Detailed

Ballow, Bobby, W

		Time at Activity	Hours Paid	Points
Start Time: 6/27/2023 1:00:00 PM	Activity:	03:00		3
Log Type: Training	Entry Text: Firefighter survival, Drags and carries			
Start Time: 6/21/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Gear Drills: Personnel conducted training in relation to donning and doffing PPE as it relates to fireground operations.			
Start Time: 6/15/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: 1410 Drills			
Start Time: 6/6/2023 4:00:00 PM	Activity:	01:00		1
Log Type: Training	Entry Text: PS TRAX AND TARGET SOLUTIONS			
Start Time: 6/6/2023 2:00:00 PM	Activity:	02:00		2
Log Type: Training	Entry Text: Waste water training			
Start Time: 6/6/2023 1:00:00 PM	Activity:	02:00		1
Log Type: Training	Entry Text: SOG AND SOP			
Total Hours and Points:		16:00	0	15

Boeding, Matthew

		Time at Activity	Hours Paid	Points
Start Time: 6/27/2023 1:00:00 PM	Activity:	03:00		3
Log Type: Training	Entry Text: Firefighter survival, Drags and carries			

Start Time: 6/15/2023 1:00:00 PM **Activity:** 04:00 4
Log Type: Training **Entry Text:** 1410 Drills

Start Time: 6/9/2023 8:00:00 AM **Activity:** 01:30 1
Log Type: Training **Entry Text:** YMCA

Total Hours and Points: 08:30 0 8

Brockman, Stacy, D

	Time at Activity	Hours Paid	Points
Start Time: 6/27/2023 1:00:00 PM Activity:	03:00		3
Log Type: Training Entry Text: Firefighter survival, Drags and carries			
Start Time: 6/15/2023 1:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: 1410 Drills			
Start Time: 6/12/2023 8:00:00 AM Activity:	01:30		1
Log Type: Training Entry Text: YMCA			
Start Time: 6/6/2023 4:00:00 PM Activity:	01:00		1
Log Type: Training Entry Text: PS TRAX AND TARGET SOLUTIONS			
Start Time: 6/6/2023 2:00:00 PM Activity:	02:00		2
Log Type: Training Entry Text: Waste water training			
Start Time: 6/6/2023 1:00:00 PM Activity:	02:00		1
Log Type: Training Entry Text: SOG AND SOP			
Total Hours and Points:	13:30	0	12

Brown, Killian

	Time at Activity	Hours Paid	Points
Start Time: 6/27/2023 1:00:00 PM Activity:	03:00		3
Log Type: Training Entry Text: Firefighter survival, Drags and carries			
Start Time: 6/21/2023 1:00:00 PM Activity:	04:00		4

Log Type: Training	Entry Text: Gear Drills: Personnel conducted training in relation to donning and doffing PPE as it relates to fireground operations.		
Start Time: 6/12/2023 8:00:00 AM	Activity:	01:30	1
Log Type: Training	Entry Text: YMCA		
Start Time: 6/6/2023 4:00:00 PM	Activity:	01:00	1
Log Type: Training	Entry Text: PS TRAX AND TARGET SOLUTIONS		
Start Time: 6/6/2023 2:00:00 PM	Activity:	02:00	2
Log Type: Training	Entry Text: Waste water training		
Start Time: 6/6/2023 1:00:00 PM	Activity:	02:00	1
Log Type: Training	Entry Text: SOG AND SOP		
Total Hours and Points:		13:30	0
			12

Brown, Wayne

		Time at Activity	Hours Paid	Points
Start Time: 6/26/2023 9:30:00 AM	Activity:	02:00		4
Log Type: Training	Entry Text: New Hire Training Gear Drills Truck Formalization			
Start Time: 6/26/2023 7:30:00 AM	Activity:	01:00		
Log Type: Training	Entry Text: YMCA			
Start Time: 6/23/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: NFPA 1410 drills Wk 2 Finish up week 1 start week 2			
Start Time: 6/23/2023 7:30:00 AM	Activity:	01:00		
Log Type: Training	Entry Text: YMCA			
Start Time: 6/20/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: NFPA 1410 Drills			

Start Time: 6/17/2023 7:00:00 PM **Activity:** 01:00

Log Type: Training **Entry Text:** Night TrainingTIC
Training

Start Time: 6/14/2023 8:00:00 AM **Activity:** 04:00 4

Log Type: Training **Entry Text:** NFPA 1410 Drills

Total Hours and Points: 17:00 0 16

Burton, Eric

Time at Activity **Hours Paid** **Points**

Start Time: 6/22/2023 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** NFPA 1410 Training
Evolutions 1-3

Start Time: 6/21/2023 1:00:00 PM **Activity:** 04:00 4

Log Type: Training **Entry Text:** Gear Drills: Personnel
conducted training in
relation to donning and
doffing PPE as it relates to
fireground operations.

Start Time: 6/7/2023 2:00:00 PM **Activity:** On Duty 2

Log Type: Training **Entry Text:** Storm Water Training

Total Hours and Points: 0-1772825 0 10

Cody, Mark A

Time at Activity **Hours Paid** **Points**

Start Time: 6/26/2023 9:30:00 AM **Activity:** 02:00 0

Log Type: Training **Entry Text:** New HireTraining Gear
DrillsTruck Formalization

Start Time: 6/23/2023 1:00:00 PM **Activity:** 04:00 0

Log Type: Training **Entry Text:** NFPA 1410 drills Wk
2Finish up week 1 start
week 2

Start Time: 6/20/2023 1:00:00 PM **Activity:** 04:00 0

Log Type: Training **Entry Text:** NFPA 1410 Drills

Start Time: 6/17/2023 7:00:00 PM	Activity:	01:00	0
Log Type: Training	Entry Text: Night TrainingTIC Training		
Start Time: 6/14/2023 8:00:00 AM	Activity:	04:00	0
Log Type: Training	Entry Text: NFPA 1410 Drills		
Total Hours and Points:		15:00	0

Dutton II, Kenneth Ross

		Time at Activity	Hours Paid	Points
Start Time: 6/15/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: 1410 Drills			
Start Time: 6/12/2023 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 6/9/2023 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 6/6/2023 4:00:00 PM	Activity:	01:00		1
Log Type: Training	Entry Text: PS TRAX AND TARGET SOLUTIONS			
Start Time: 6/6/2023 2:00:00 PM	Activity:	02:00		2
Log Type: Training	Entry Text: Waste water training			
Start Time: 6/6/2023 1:00:00 PM	Activity:	02:00		1
Log Type: Training	Entry Text: SOG AND SOP			
Total Hours and Points:		12:00	0	10

Holtkamp, Roy

		Time at Activity	Hours Paid	Points
Start Time: 6/22/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: NFPA 1410 Training Evolutions 1-3			
Start Time: 6/7/2023 2:00:00 PM	Activity: On Duty			2

Log Type: Training**Entry Text:** Storm Water Training**Total Hours and Points:** 0-1772825 0 6**Keel, Ivan**

	Time at Activity	Hours Paid	Points
Start Time: 6/27/2023 1:00:00 PM Activity:	03:00		3
Log Type: Training Entry Text: Firefighter survival, Drags and carries			
Start Time: 6/21/2023 1:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: Gear Drills: Personnel conducted training in relation to donning and doffing PPE as it relates to fireground operations.			
Total Hours and Points:	07:00	0	7

McCawley, Justus

	Time at Activity	Hours Paid	Points
Start Time: 6/26/2023 9:30:00 AM Activity:	02:00		4
Log Type: Training Entry Text: New Hire Training Gear Drills Truck Formalization			
Start Time: 6/26/2023 7:30:00 AM Activity:	01:00		
Log Type: Training Entry Text: YMCA			
Start Time: 6/23/2023 1:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: NFPA 1410 drills Wk 2 Finish up week 1 start week 2			
Start Time: 6/23/2023 7:30:00 AM Activity:	01:00		
Log Type: Training Entry Text: YMCA			
Start Time: 6/20/2023 1:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: NFPA 1410 Drills			
Start Time: 6/17/2023 7:00:00 PM Activity:	01:00		4

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Log Type: Training	Entry Text: Night TrainingTIC Training		
Start Time: 6/14/2023 8:00:00 AM	Activity:	04:00	4
Log Type: Training	Entry Text: NFPA 1410 Drills		
Start Time: 6/9/2023 8:00:00 AM	Activity:	01:30	1
Log Type: Training	Entry Text: YMCA		
Total Hours and Points:		18:30	0
			21

McGee, Dusty

		Time at Activity	Hours Paid	Points
Start Time: 6/26/2023 9:30:00 AM	Activity:	02:00		0
Log Type: Training	Entry Text: New HireTraining Gear DrillsTruck Formalization			
Start Time: 6/23/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: NFPA 1410 drills Wk 2Finish up week 1 start week 2			
Start Time: 6/20/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: NFPA 1410 Drills			
Start Time: 6/17/2023 7:00:00 PM	Activity:	01:00		4
Log Type: Training	Entry Text: Night TrainingTIC Training			
Start Time: 6/14/2023 8:00:00 AM	Activity:	04:00		4
Log Type: Training	Entry Text: NFPA 1410 Drills			
Total Hours and Points:		15:00	0	16

Price, Darren

		Time at Activity	Hours Paid	Points
Start Time: 6/22/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: NFPA 1410 Training Evolutions 1-3			

Start Time: 6/7/2023 2:00:00 PM **Activity:** On Duty 2

Log Type: Training **Entry Text:** Storm Water Training

Total Hours and Points: 0-1772825 0 6

Putnam, Cory

	Time at Activity	Hours Paid	Points
Start Time: 6/22/2023 1:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: NFPA 1410 Training Evolutions 1-3			
Start Time: 6/21/2023 1:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: Gear Drills: Personnel conducted training in relation to donning and doffing PPE as it relates to fireground operations.			
Start Time: 6/7/2023 2:00:00 PM Activity: On Duty			2
Log Type: Training Entry Text: Storm Water Training			
Total Hours and Points:	0-1772825	0	10

Reinhart, Joey

	Time at Activity	Hours Paid	Points
Start Time: 6/22/2023 1:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: NFPA 1410 Training Evolutions 1-3			
Total Hours and Points:	04:00	0	4

Rhoades, Lawrence

	Time at Activity	Hours Paid	Points
Start Time: 6/26/2023 9:30:00 AM Activity:	02:00		4
Log Type: Training Entry Text: New Hire Training Gear Drills Truck Formalization			
Start Time: 6/26/2023 7:30:00 AM Activity:	01:00		

Log Type: Training**Entry Text:** YMCA**Start Time:** 6/23/2023 1:00:00 PM **Activity:** 04:00 4**Log Type:** Training**Entry Text:** NFPA 1410 drills Wk
2Finish up week 1 start
week 2**Start Time:** 6/23/2023 7:30:00 AM **Activity:** 01:00**Log Type:** Training**Entry Text:** YMCA**Start Time:** 6/20/2023 1:00:00 PM **Activity:** 04:00 4**Log Type:** Training**Entry Text:** NFPA 1410 Drills**Start Time:** 6/17/2023 7:00:00 PM **Activity:** 01:00 4**Log Type:** Training**Entry Text:** Night TrainingTIC
Training**Start Time:** 6/14/2023 8:00:00 AM **Activity:** 04:00 4**Log Type:** Training**Entry Text:** NFPA 1410 Drills**Total Hours and Points:** 17:00 0 20**Steeves, Zachariah****Time at
Activity Hours
Paid Points****Start Time:** 6/22/2023 1:00:00 PM **Activity:** 04:00 4**Log Type:** Training**Entry Text:** NFPA 1410 Training
Evolutions 1-3**Start Time:** 6/7/2023 2:00:00 PM **Activity:** On Duty 2**Log Type:** Training**Entry Text:** Storm Water Training**Total Hours and Points:** 0-1772825 0 6**Stone, Slater****Time at
Activity Hours
Paid Points****Start Time:** 6/27/2023 1:00:00 PM **Activity:** 03:00 3**Log Type:** Training**Entry Text:** Firefighter survival, Drags
and carries**Start Time:** 6/21/2023 1:00:00 PM **Activity:** 04:00 4

Log Type: Training**Entry Text:** Gear Drills: Personnel conducted training in relation to donning and doffing PPE as it relates to fireground operations.**Start Time:** 6/15/2023 1:00:00 PM **Activity:** 04:00 4**Log Type:** Training **Entry Text:** 1410 Drills**Start Time:** 6/6/2023 4:00:00 PM **Activity:** 01:00 1**Log Type:** Training **Entry Text:** PS TRAX AND TARGET SOLUTIONS**Start Time:** 6/6/2023 2:00:00 PM **Activity:** 02:00 2**Log Type:** Training **Entry Text:** Waste water training**Start Time:** 6/6/2023 1:00:00 PM **Activity:** 02:00 1**Log Type:** Training **Entry Text:** SOG AND SOP**Total Hours and Points:** 16:00 0 15**Sunderland, Daniel J**

		Time at Activity	Hours Paid	Points
Start Time: 6/26/2023 7:30:00 AM	Activity:	01:00		
Log Type: Training	Entry Text: YMCA			
Start Time: 6/23/2023 7:30:00 AM	Activity:	01:00		
Log Type: Training	Entry Text: YMCA			
Start Time: 6/17/2023 7:00:00 PM	Activity:	01:00		4
Log Type: Training	Entry Text: Night TrainingTIC Training			
Start Time: 6/14/2023 8:00:00 AM	Activity:	04:00		4
Log Type: Training	Entry Text: NFPA 1410 Drills			
Total Hours and Points:		07:00	0	8

Tompson, Ron

Time at Activity	Hours Paid	Points
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Start Time: 6/26/2023 9:30:00 AM	Activity:	02:00	0
Log Type: Training	Entry Text: New Hire Training Gear Drills Truck Formalization		
Start Time: 6/26/2023 7:30:00 AM	Activity:	01:00	
Log Type: Training	Entry Text: YMCA		
Start Time: 6/23/2023 1:00:00 PM	Activity:	04:00	4
Log Type: Training	Entry Text: NFPA 1410 drills Wk 2 Finish up week 1 start week 2		
Start Time: 6/23/2023 7:30:00 AM	Activity:	01:00	
Log Type: Training	Entry Text: YMCA		
Start Time: 6/20/2023 1:00:00 PM	Activity:	04:00	4
Log Type: Training	Entry Text: NFPA 1410 Drills		
Start Time: 6/17/2023 7:00:00 PM	Activity:	01:00	0
Log Type: Training	Entry Text: Night Training TIC Training		
Start Time: 6/14/2023 8:00:00 AM	Activity:	04:00	0
Log Type: Training	Entry Text: NFPA 1410 Drills		
Total Hours and Points:		17:00	0 8

Westhues, Cody

		Time at Activity	Hours Paid	Points
Start Time: 6/22/2023 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: NFPA 1410 Training Evolutions 1-3			
Start Time: 6/7/2023 2:00:00 PM	Activity: On Duty			2
Log Type: Training	Entry Text: Storm Water Training			
Total Hours and Points:		0-1772825	0	6

Wilborn, Patrick

	Time at Activity	Hours Paid	Points
Start Time: 6/7/2023 2:00:00 PM Activity: On Duty			2
Log Type: Training Entry Text: Storm Water Training			
Total Hours and Points:	0-1772826	0	2

Wisdom, Zachary

	Time at Activity	Hours Paid	Points
Start Time: 6/17/2023 7:00:00 PM Activity:	01:00		4
Log Type: Training Entry Text: Night TrainingTIC Training			
Start Time: 6/14/2023 8:00:00 AM Activity:	04:00		4
Log Type: Training Entry Text: NFPA 1410 Drills			
Total Hours and Points:	05:00	0	8

Wolverton, Charles B

	Time at Activity	Hours Paid	Points
Start Time: 6/27/2023 1:00:00 PM Activity:	03:00		3
Log Type: Training Entry Text: Firefighter survival, Drags and carries			
Start Time: 6/15/2023 1:00:00 PM Activity:	04:00		4
Log Type: Training Entry Text: 1410 Drills			
Start Time: 6/12/2023 8:00:00 AM Activity:	01:30		1
Log Type: Training Entry Text: YMCA			
Start Time: 6/6/2023 4:00:00 PM Activity:	01:00		1
Log Type: Training Entry Text: PS TRAX AND TARGET SOLUTIONS			
Start Time: 6/6/2023 1:00:00 PM Activity:	02:00		1
Log Type: Training Entry Text: SOG AND SOP			
Total Hours and Points:	11:30	0	10

Grand Total Hours and Points: 10 Days, 0 0 236

Report Filter Settings

Report Name: Department Log Hours and Points, Detailed
Filter Name: Last Month's Training
Filter Expression: ([StartTime] is between '6/1/2023 12:00:00 AM' and '6/30/2023 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: 3W087

Location: Greenhills--2nd plug, Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/01/2024 **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						
06/02/2023		809	684	75	15	25	650

Hydrant Number: 3W088

Location: Corinth DR, Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/01/2024 **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						
06/02/2023				65	25	30	
06/02/2023		1172	961	65	25	30	839
06/02/2023		1172	961	65	25	30	839

Hydrant Number: 3W089

Location: 309 Greenbrier, Moberly, MO**Color:** Orange**District:** WARD THREE **Township:****Year:****Next Test Date:** 06/01/2024**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						
06/02/2023		975	800	65	20	25	750
06/02/2023		975	800	65	20	25	750

Hydrant Number: 3W090**Location:** 505 Greenbrier, Moberly, MO**Color:** Orange**District:** WARD THREE **Township:****Year:****Next Test Date:** 06/01/2024**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						
06/02/2023		975	800	65	20	25	750

Hydrant Number: 3W091**Location:** 602 Greenbrier, Moberly, MO**Color:** Orange**District:** WARD THREE **Township:****Year:****Next Test Date:** 06/01/2024**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						
06/02/2023		2127	1744	65	45	45	1126
06/02/2023				65	45	45	
06/02/2023		2127	1744	65	45	45	1126

Hydrant Number: 3W092**Location:** 711 Greenbrier, Moberly, MO**Color:** Orange**District:** WARD THREE **Township:****Year:****Next Test Date:** 06/08/2024**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						
06/09/2023				60			
06/09/2023		1004	807	60	20	25	750
06/09/2023				60	20	25	

Hydrant Number: 3w093**Location:** Brierwood DR, Moberly, MO**Color:** Orange**District:** WARD THREE **Township:****Year:****Next Test Date:** 06/08/2024**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						
06/09/2023		1475	1185	60	30	35	919

Hydrant Number: 3w094**Location:** 614 Brierwood RD, Moberly, MO**Color:** Orange**District:** WARD THREE **Township:****Year:****Next Test Date:** 06/08/2024**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						

06/09/2023 1004 807 60 20 25 750

Hydrant Number: 3w095

Location: 706 Brierwood RD, Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/08/2024 **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						
06/09/2023		1122	902	60	25	25	839
06/09/2023				60	25	25	

Hydrant Number: 3w096

Location: 1606 Parkwood at end, Moberly, MO **Color:** Green
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/08/2024 **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						
06/09/2023							
06/09/2023		2099	1686	60	35	45	993

Hydrant Number: 3w097

Location: Park Ave---600 BLK, Moberly, MO **Color:** Green
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/08/2024 **Make:**

<i>FLOW TEST SUMMARY</i>		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
06/09/2023							
06/09/2023		4109	3219	55	45	50	1126

Hydrant Number: 3w098

Location: 7 Westwood, Moberly, MO **Color:** Green
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/08/2024 **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						
06/09/2023		2243	1802	60	40	45	1061
06/09/2023		2243	1802	60	40	45	1061

Hydrant Number: 3w099

Location: Park AVE & 7 Bridges RD, Moberly, MO **Color:** Green
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/08/2024 **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						
06/09/2023							
06/09/2023		2140	1677	55	40	40	1061

Hydrant Number: 3w100

Location: Park AVE & Beuth PL, Moberly, MO **Color:** Blue
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/08/2024 **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
06/09/2023		3209	2748	80	60	65	1300

Hydrant Number: 3W146**Location:** Windsor PL--S. end, Moberly, MO**Color:** Orange**District:** WARD THREE**Township:****Year:****Next Test Date:** 06/19/2024**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
06/20/2023		1518	1105	45	25	30	839

Hydrant Number: 3W147**Location:** Fifth S., Moberly, MO**Color:** Orange**District:** WARD THREE**Township:****Year:****Next Test Date:** 06/19/2024**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
06/20/2023		599	454	50	10	10	531

Hydrant Number: 3W148**Location:** Fifth S., Moberly, MO**Color:** Red**District:** WARD THREE**Township:****Year:****Next Test Date:** 06/19/2024**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
06/20/2023		397	301	50	5	5	375

Hydrant Number: 3W149

Location: Epperson, Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/19/2024 **Make:** American Darlling

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
06/20/2023		2001	1518	50	25	40	839

Hydrant Number: 3W150

Location: Logan W., Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/19/2024 **Make:** American Darlling

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
06/20/2023		1204	967	60	20	35	750

Hydrant Number: 3W152

Location: Lee, Moberly, MO **Color:** Red
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/19/2024 **Make:** American Darlling

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
06/20/2023		395	309	55	5	5	375

Hydrant Number: 3W153**Location:** Fifth S., Moberly, MO**Color:** Orange**District:** WARD THREE**Township:****Year:****Next Test Date:** 06/19/2024**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
06/20/2023		945	717	50	15	25	650

Hydrant Number: 3w155**Location:** Epperson, Moberly, MO**Color:** Red**District:** WARD THREE**Township:****Year:****Next Test Date:** 06/25/2024**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
06/26/2023		599	454	50	10	10	531

Hydrant Number: 3w156**Location:** Carpenter, Moberly, MO**Color:** Red**District:** WARD THREE**Township:****Year:****Next Test Date:** 06/25/2024**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
06/26/2023		397	301	50	5	5	375

Hydrant Number: 3w157

Location: Lions Pa Beuth RD, Moberly, MO **Color:** Blue
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/25/2024 **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
06/26/2023		4760	4156	90	75	80	1453

Hydrant Number: 3w158

Location: 822 Beuth RD, Moberly, MO **Color:** Blue
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/25/2024 **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
06/26/2023		5625	4691	70	65	65	1353

Hydrant Number: 3w159

Location: 714 Beuth RD, Moberly, MO **Color:** Blue
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/25/2024 **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

06/26/2023 3260 2673 65 50 55 1186

Hydrant Number: 3w160

Location: 620 Beuth RD, Moberly, MO **Color:** Red
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/25/2024 **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						
06/26/2023		3122	2508	60	50	50	1186

Hydrant Number: 3W161

Location: Sixth S., Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/25/2024 **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						
06/26/2023							
06/26/2023		2367	1797	50	35	40	993

Hydrant Number: 3w162

Location: Sixth S., Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/25/2024 **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						

06/26/2023 830 650 55 15 20 650

Hydrant Number: 3w163

Location: Epperson, Moberly, MO **Color:** Red
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/27/2024 **Make:** American Darlling

FLOW TEST SUMMARY

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
06/28/2023		591	463	55	10	10	531

Hydrant Number: 3w164

Location: Gilman, Moberly, MO **Color:** Red
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/27/2024 **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
06/28/2023		397	301	50	5	5	375
06/28/2023		397	301	50	5	5	375

Hydrant Number: 3w165

Location: Gilman & Flower LN **Color:** Red
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/27/2024 **Make:** American Darlling

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
06/28/2023		393	316	60	5	5	375

Hydrant Number: 3w166

Location: Flower LN---S. End, Moberly, MO **Color:** Red
District: WARD THREE **Township:** **Year:**
Next Test Date: 05/21/2021 **Make:** American Darling

FLOW TEST SUMMARY		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
06/28/2023		393	316	60	5	5	375

Hydrant Number: 3W167

Location: 820 Gilman 820, Moberly, MO **Color:** Red
District: WARD THREE **Township:** **Year:**
Next Test Date: 05/21/2021 **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	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow
06/28/2023		393	316	60	5	5	375

Hydrant Number: 3W251

Location: Kentucky, Moberly, MO **Color:** Red
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/27/2024 **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	0 PSI	20 PSI	Pressure	Pressure	Pressure	Flow

06/28/2023 562 426 50 10 5 531

Hydrant Number: 3W252

Location: Chariton AVE, Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/27/2024 **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						
06/28/2023		1091	828	50	20	25	750

Hydrant Number: 3W253

Location: Six Mile Ln., Moberly, MO **Color:** Orange
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/27/2024 **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						
06/28/2023		1507	1144	50	30	30	919

Hydrant Number: 3w254

Location: #9 Urbandale S.---2nd plug, Moberly, MO **Color:** Red
District: WARD THREE **Township:** **Year:**
Next Test Date: 06/24/2021 **Make:** American Darlling

FLOW TEST SUMMARY		Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
Test Date	Test Purpose						
06/28/2023		397	301	50	5	5	375

Hydrant Number: 3w255**Location:** #13 Urbandale S.--3rd plug, Moberly, MO**Color:** Red**District:** WARD THREE**Township:****Year:****Next Test Date:** 06/24/2020**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
06/28/2023		397	301	50	5	5	375

Hydrant Number: 3w256**Location:** #31 Urbandale S.--4th plug, Moberly, MO**Color:** Orange**District:** WARD THREE**Township:****Year:****Next Test Date:** 06/24/2021**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
06/28/2023		910	690	50	20	15	750

Hydrant Number: 3W257**Location:** Urbandale S & Morningside DR**Color:** Orange**District:****Township:****Year:****Next Test Date:** 06/24/2021**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
06/28/2023		1220	926	50	25	25	839

Hydrant Number: 3w258

Location: Morningside DR, Moberly, MO**Color:** Orange**District:** WARD THREE **Township:****Year:****Next Test Date:** 06/24/2020**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
06/28/2023		1220	926	50	25	25	839

Hydrant Number: 3w259**Location:** RT AA, Moberly, MO**Color:** Orange**District:** WARD THREE **Township:****Year:****Next Test Date:** 06/24/2021**Make:** American Darlling**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
06/28/2023		1336	1014	50	30	25	919

Hydrant Number: 3w260**Location:** RT AA, Moberly, MO**Color:** Orange**District:** WARD THREE **Township:****Year:****Next Test Date:** 06/24/2021**Make:** American Darlling**FLOW TEST SUMMARY**

Test Date	Test Purpose	Flow at 0 PSI	Flow at 20 PSI	Static Pressure	Pitot Pressure	Actual Residual Pressure	Calculated Flow
06/28/2023		1336	1014	50	30	25	919

Hydrant Number: 4W101

Location: Myra Street, Moberly, MO**Color:** Green**District:** WARD TWO**Township:****Year:****Next Test Date:** 06/08/2024**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
06/09/2023		1507	1144	50	30	30	919
06/09/2023							

Hydrant Number: 4W102**Location:** Myra Street, Moberly, MO**Color:** Red**District:** WARD FOUR**Township:****Year:****Next Test Date:** 06/08/2024**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
06/09/2023		856	650	50	15	20	650
06/09/2023							

Hydrant Number: 4W103**Location:** Concannon ST, Moberly, MO**Color:** Green**District:** WARD FOUR**Township:****Year:****Next Test Date:** 05/12/2021**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
06/09/2023				50	35	40	
06/09/2023		2367	1797	50	35	40	993

Hydrant Number: 4W104**Location:** Concannon ST, Moberly, MO**Color:** Orange**District:** WARD FOUR **Township:****Year:****Next Test Date:** 05/12/2021**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
06/09/2023		1507	1144	50	30	30	919

Hydrant Number: 4W105**Location:** Concannon ST, Moberly, MO**Color:** Green**District:** WARD FOUR **Township:****Year:****Next Test Date:** 05/12/2021**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
06/09/2023		1761	1336	50	30	35	919
06/09/2023		1761	1336	50	30	35	919

Hydrant Number: 4W106**Location:** Franklin & Hagood, Moberly, MO**Color:** Red**District:** **Township:****Year:****Next Test Date:** 06/11/2024**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
06/12/2023		856	650	50	15	20	650

Hydrant Number: 4W107**Location:** West End, Moberly, MO**Color:** Red**District:** WARD FOUR **Township:****Year:****Next Test Date:** 06/11/2024**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
06/12/2023		827	628	50	15	18	650

Hydrant Number: 4W108**Location:** Franklin Street W, Moberly, MO**Color:** Orange**District:** WARD FOUR **Township:****Year:****Next Test Date:** 06/11/2024**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
06/12/2023		1761	1336	50	30	35	919

Hydrant Number: 4W109**Location:** Franklin Street W, Moberly, MO**Color:** Orange**District:** WARD FOUR **Township:****Year:****Next Test Date:** 06/11/2024**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
06/12/2023		856	650	50	15	20	650

Hydrant Number: 4W110

Location: Franklin Street W, Moberly, MO
District: WARD FOUR **Township:**
Next Test Date: 06/11/2024

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						
06/12/2023		1091	828	50	20	25	750
06/12/2023				50			

Hydrant Number: 4W111

Location: Franklin Street W, Moberly, MO
District: WARD FOUR **Township:**
Next Test Date: 06/11/2024

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						
06/12/2023		1231	934	50	20	30	750

Hydrant Number: 4W112

Location: West End, Moberly, MO
District: WARD FOUR **Township:**
Next Test Date: 06/11/2024

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						
06/12/2023		856	650	50	15	20	650

Hydrant Number: 4W299A

Location: 607 Fowler RD, Moberly, MO**Color:** Red**District:** WARD FOUR **Township:****Year:****Next Test Date:** 06/27/2024**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						
06/28/2023		1220	926	50	25	25	839

Hydrant Number: 4W300**Location:** Sparks & Shueneman, Moberly, MO**Color:** Red**District:** WARD FOUR **Township:****Year:****Next Test Date:** 06/27/2024**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						
06/28/2023				50		40	
06/28/2023		2367	1797	50	35	40	993

Hydrant Number: 4W301**Location:** Sparks Avenue, Moberly, MO**Color:** Orange**District:** WARD FOUR **Township:****Year:****Next Test Date:** 06/27/2024**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						
06/28/2023		643	488	50	10	15	531

Hydrant Number: 4W302

Location: Sparks Avenue, Moberly, MO**Color:** Orange**District:** WARD FOUR **Township:****Year:****Next Test Date:** 06/27/2024**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
06/28/2023		2367	1797	50	35	40	993

Hydrant Number: 4W303**Location:** Basket, Moberly, MO**Color:** Orange**District:** WARD FOUR **Township:****Year:****Next Test Date:** 06/27/2024**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
06/28/2023		989	750	50	20	20	750

Hydrant Number: 4W304**Location:** North Avenue, Moberly, MO**Color:** Orange**District:** WARD FOUR **Township:****Year:****Next Test Date:** 06/27/2024**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
06/28/2023				50		30	
06/28/2023		1507	1144	50	30	30	919

Hydrant Number: 4W305

Location: Basket, Moberly, MO**Color:** Orange**District:** WARD FOUR**Township:****Year:****Next Test Date:** 06/27/2024**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
06/28/2023		1761	1336	50	30	35	919

Hydrant Number: 4w306**Location:** North Avenue, Moberly, MO**Color:** Orange**District:** WARD FOUR**Township:****Year:****Next Test Date:** 06/27/2024**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
06/28/2023		1507	1144	50	30	30	919

Hydrant Number: 4w307**Location:** North Avenue, Moberly, MO**Color:** Orange**District:** WARD FOUR**Township:****Year:****Next Test Date:** 06/27/2024**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
06/28/2023		2531	1921	50	40	40	1061

Hydrant Number: 4w308

Location: Fowler RD, Moberly, MO**Color:** Red**District:** WARD FOUR **Township:****Year:****Next Test Date:** 06/27/2024**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
06/28/2023		2192	1663	50	30	40	919

Hydrant Number: 4w309**Location:** Fowler Rd at R R Tracks, Moberly, MO**Color:** Orange**District:** WARD FOUR **Township:****Year:****Next Test Date:** 06/27/2024**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
06/28/2023		2367	1797	50	35	40	993

Report Filter Settings**Report Name:** Hydrant Flow Tests by Test Date**Filter Name:** Last Month**Filter Expression:** [TestDate] is between '6/1/2023 12:00:00 AM' and '6/30/2023 11:59:59 PM'

Director Of Utilities Monthly Report
June 2023 (Presented At The July 17 City Council Meeting)

Director's Summary

Sturgeon & Rollins water line replacement is virtually complete. The timeline for the remaining 2 EDA projects that have not been advertised is pointing towards project start in the 3rd quarter of 2023 following contract awards, and construction on each to be underway sometime prior to the end of 2023. Other projects underway are the Stormwater 319 Grant Application development along with the Stormwater Master Plan, utility billing kiosk installation and several others.

Project Tracking

WTP Tracer Study testing:

- Nearing completion and Jacobs is preparing data model for submittal to DNR.

Sparks Avenue Sewer:

- Construction permit requested. Plans under review for that permit.
- Engineer consultant has scheduled the project for advertisement during 3rd quarter of 2023.

Northwest Regional Lift Station:

- Design phase underway.
- Additional SRF documents remaining to be submitted for project timeline extension.
- Easements needed for piping routes. Mapping of those easements to begin soon.

WWTP Digester Liner Replacement:

- Design and specifications activities underway. Nearing advertisement stage.

Route JJ:

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

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

Morley Street Pump Station:

- The contract award is slated for July 17th.

N. Morley Water Main:

- Project advertisement for bids underway with an August 10, 2023 bid opening.

Sturgeon and Rollins Water Main:

- Construction complete.

Downtown Sewer Rehab:

- Project has been restructured as one contract for completion of cleaning, inspection and rehabilitation to consolidate the effort with one full service contractor, and to better able to control total project costs. Final scope and specifications discussions with EDA underway.

Downtown CSO Storage Facility:

- Construction permit from DNR expected in the next two months.
- Bid and/or construction start date to accommodate 2023 September special events.

Industrial Park Stormwater – (Howe Company project)

- Award of contract complete. Physical site work expected to begin in July 2023.

Dept. Summaries:

Drinking Water produced:	34.522 MG (1.151 MG/Day)
Drinking Water billed:	25.246 MG (0.652 MG/Day) \$235,756 (\$6,526/Day)
Wastewater Treated:	34.903 MG (1.126 MG/Day)
Wastewater Billed:	23.654 MG (0..589 MG/Day) \$317,950 (\$8,785/Day)
Wastewater Discharge Combined Sewer Outfalls:	0.00 MG
Total June precipitation	0.46 inches

Monthly Water Production	33,009,008
Monthly Used by City Facilities	2,526,954
Accounted for During Water Leaks	1,207,696
System Flushing	615,401
Metered & Billed	26,333,502
YTD Avg Water Loss Monthly Avg	7.8%
*Flow #s are 12 month running average, Gallons	

Water Billing Office

- 75 Landlord letters.
- 25 Deposit letters.
- 46 Emails to 9 Landlords.
- 140 meter technician work orders.
- Received 15 Waste Management calls or visits from customers.

Distribution and Collection Department and Customer Service

- Repaired 10 water leaks.
- Replaced or removed 6 valves.
- Completed 222 Missouri One Call tickets for locating water and sewer lines.
- Staff investigated 16 sewer calls.
- 9 staff OT hours.
- Inspected 1,740 feet of sewer line.
- Jetted approximately 11,723 feet of sewer line. (Over 2 miles.)
- Sawed 0 feet of sewer lines to remove roots.

Water Plant

- WTP staff completed 3,483 lab analyses.
- Analyzed 13 Colilert samples for total coliform.
- Completed Disinfection turbidity report for May and facility inspection for June. Met with the historical society about Sugar Creek, Water Works lake and Witaker Gardens.
- Stained wooden doors for the new work bench that we built for the tool room.
- Trouble shot some bad reading from our CL-17 online chlorine residual analyzer. This process took several days to identify the cause and perform corrective action.
- Conducted interviews for our open positions and attended Jacobs engineering meetings.
- Changed oil and filters on the grasshopper mower for our annual yard maintenance.
- Collected Bac-Ts, TOCs and DBPs.
- Took 746 to the street barn because the AC had quit working.
- Met with Tim Patrick about Wicker tower, the engineers did not put the water line hook up on the plans as we had discussed so we made sure we agreed with the way it was done for tower maintenance.
- Attended another interview with water plant applicant.
- Spoke with an applicant who turned down the operator position as it was a money driven decision.
- Picked up used file cabinets from City Hall.
- Analyzed lake samples that had arrived the previous day.
- Sat in on a meeting with Barr & Associates.
- Pulled SD card out of the Neptune meter data collector gateway at the high school and took it to the water office to be reformatted.
- Talked to the parks director and told them they need to get the air done to find the intake pipe at Water Works lake.
- Attended a MWWC zoom meeting.
- Loaned the street department some empty totes to help clean up an oil leak that had started at their shop.
- Met with City Hall about the two interviewees that accepted the position with an official start date of July 5th if they passed their physical and drug screen.
- Switched out old caustic soda day tank with a new tank as the old one was starting to leak around the fittings.
- Shipped off carbon screw feed motors to see if they can be rebuilt.

Wastewater Treatment Facility

No report, Chief Operator on leave

Water Quality Coordinator

Household Hazardous Waste

- Accepted 1188.65 lbs hazardous waste into the Household Hazardous Waste Facility.
- Stabilized and disposed of 721.7 lbs non-reusable materials.
- Distributed 645.8 lbs of recycled material to Moberly residents for reuse.
- Managed Open Household Hazardous Waste Day on June 10th.
- Cleaned and organized Household Hazardous Waste Facility.

Public Education and Involvement

- Made appointments with Moberly residents at Household Hazardous Waste Facility.
- Advertised HHW facility on social media.
- Hosted educational presentation for Chamber of Commerce about benefits of cleanup participation.
- Hosted Community Trash Cleanup on June 6th, in which 18 volunteers cleaned up 70 cubic feet of trash.
- Posted pictures and thanks for cleanup volunteers on social media.
- Provided materials and disposal for Moberly Spartans Football Cleanup on June 29th, in which 70 volunteers cleaned up 60 cubic feet of trash.
- Attended Community Betterment meeting to plan and fall cleanup.
- Contacted DOC for information about tree planting.

Illicit Discharge Detection and Elimination

- Provided lake monitoring for Rothwell and Waterworks Lakes.
- Responded to stormwater complaint of foul odor in drainage ditch.

Construction Stormwater Runoff Control

- Performed Land Disturbance Inspections for all Land Disturbance sites (see attached chart.)
- Attended Planning Committee meeting.
- Designed Quick-SWPPP draft for construction contractors.

Post-Construction Stormwater Controls

- Cleaned trash out of city hall rain gardens.
- Transplanted plants into rain garden.
- Discussed post construction program options for K. O. Storage.
- Evaluated basin progress for Eagle Tree Ridge.

Municipal Good Housekeeping

- Provided annual stormwater training for fire department, street department, and weekday airport staff.
- Scheduled annual training for Animal Control.

Finances, Certifications and Education

- Attended 7 Bridges CSO Upgrade Project Kickoff.
- Attended AWWA webinar about stormwater management for utilities.
- Registered for Missouri Water Seminar conference.
- Registered for AMCA meeting in Columbia.

319 Project

- Contacted potential members of steering committee.
- Attended planning meeting with Barr Engineering and DNR.
- Updated application information on SharePoint site.

Land Disturbance Inspections Performed

Site	Permit Holder	Status
Logan Street	Drew Kerns	Construction Not Started
Cobblestone Creek	Tony Stuart	Needs inlet protection, needs self-inspections, needs construction entrance
Cobblestone Creek	Graydon Pretz	Needs inlet protection, needs self-inspections
Ellis Place	Tony Stuart	No issues
Southridge Lots 34,35, & 39	Don Mutter	No self-inspections
Other Southridge Lots	Tony Stuart	No issues
Lantern Pointe	Larry Schnell	Mud washing into drain, and erosion control removed
Eagle Tree Ridge	C. L. Richardson	Sediment downstream of basin
ECLC	PCE	No issues
Club Carwash	Scott Mueller	No issues
Alt Ed School	Jeff McCracken	No issues

Moberly Area Economic Development Corporation
Board Report: June 16 – July 13, 2023
Randy Asbury, President, & Kaylee Paffrath, Director of Business Development

Goals/Activities for the Past Month

- (Ongoing) Wrap up the strategic planning process and publicly roll out the final MAEDC strategic planning action items.
- (Ongoing) Continue spring business retention and expansion (BR&E) efforts throughout Howard and Randolph counties.
- (Ongoing) Continue discussions with the City of Moberly and The Bricton Group regarding downtown Moberly hotel opportunities and development services.
- (Ongoing) Continue working on a new marketing plan for all MAEDC efforts.
- (Completed) Work alongside the City of Moberly regarding grant-related improvements at the Moberly Area Industrial Park (MAIP).
- (Ongoing) Continue to provide follow-up on all outstanding projects requiring management and response.
- (Ongoing) Continue social media and website engagement efforts.
- (Ongoing) Continue facilitating and hosting various major employers for the KWIXLand in the Morning monthly interviews. The June interview is with Paul Zacharias, SBDC - Columbia.
- (Completed) Meet with Patrick Kussman, Regional Missouri Bank.
- (Rescheduled) Meet with Aaron McVicker, McClure Engineering.
- (Completed) A Moberly Kiwanis presentation is scheduled in Moberly for June 21.
- (Attended) MEDC Annual Conference June 13-14
- (Completed) Promote the SBDC at MAEDC Lunch and Learn taking place on July 13th.
- (Awaiting Proposal) Initiate discussions with Terracon and other engineering firms to obtain cost proposals for environmental services for the certification of the remainder of the MAIP.

Goals/Activities for the Next Month

- Wrap up the strategic planning process and finalize plans to begin implementation efforts.
- Continue spring business retention and expansion (BR&E) efforts throughout Howard and Randolph counties.
- Continue discussions with the City of Moberly and The Bricton Group regarding downtown Moberly hotel opportunities and development services.
- Finalize a new marketing plan for all MAEDC efforts that aligns with Action Plan recommendations.
- Continue to provide follow-up on all outstanding projects requiring management and response.
- Continue social media and website engagement efforts.
- Continue facilitating and hosting various major employers for the KWIXLand in the Morning monthly interviews. Kaylee will provide an area overview for the July 19th interview.
- Meet with Aaron McVicker, McClure Engineering.
- Meet with Amy O'Brien, Mexico Economic Development.
- Receive Terracon proposal for Missouri Site Certification process for Moberly Area Industrial Park.

- Provide Century 21 McKeown & Associates' agents information related to the Moberly Depot District grant programs and incentives associated with the Opportunity Zone program.

Project Overviews

- The Bulk Industrial building at 1755 Hwy Dd is under contract and nearing conclusion of the due diligence process. We hosted a Zoom call between a company representative and Shari Schenewerk, MO DED, to discuss potential incentives. Assuming the sale closes, future incentives conversations are expected to occur.

Other Substantive News & Efforts

- Chuck Lawber, DSV Plant Manager, accepted a lateral position in the KC area. His position is currently being advertised.
- We have submitted the facility at 1415 Riley Industrial Drive for several potential opportunities.
- Rapid Aid Corporation, a Canadian company, purchased the Cardinal Health facility on Hwy 24. We met with a company representative on July 7 to discuss company plans and to provide incentives information and process requirements. Ongoing discussions are planned.
- The City of Moberly received a spotlight feature on its housing development efforts in the June Tri-State Development Regional Report as a result Kaylee's outreach efforts.
- Met with Cana Conrow and Landon Ball to discuss Fayette Chamber and Main Street plans.
- Spoke with Travis Ginter, Thomas Hill Water District, to discuss capacities and availability for potential City of Moberly projects.
- Participated in the Mark Twain Broadband Gap Overview call.
- Joined a Moberly Downtown Hotel Design Meeting discussion.
- Participated in a State Historic Tax Credits Opportunities for Affordable Housing and Sustainability Zoom meeting.
- Joined a Zoom call where future broadband internet availability in Howard County was discussed.
- Spoke with Julee Sherman, CMU, to provide them with current retail lease rates for the area.
- Provided the Moberly Depot District board an explanation of the current PPI and Landlord Property Improvement grant applicant projects.
- Met with the MAEDC Executive Committee to discuss the strategic planning initiative Action Plan.
- Met with Aaron McVicker, McClure Engineering.
- Hosted the Moberly SBDC Roadshow in the MAEDC conference room.
- Facilitated Retail Strategies discussions regarding local franchise opportunities.
- Requested and received a listing of all tax abatement properties in Randolph County.
- Met w/ Dave Patton regarding the Missouri STEM Initiative. Provided guidance on branding for a 501 c 3.
- Met with the Retail Strategies team for a "re-introductory" call.
- Attended Leadership Northeast – Brunswick.
- Attended the MEDC Annual Conference. Kaylee was selected to be the Public Policy Representative for the NE Missouri region.
- Met with John Baker, Community Foundation of Central Missouri, and Allie Bennet, Northeast Power. John provided an overview of the Community Foundation and the resources that they have available.

- Attended IEDC Ethics Training (virtual).
- Attended State Historic Tax Credit: Opportunities for Affordable Housing and Sustainability Presentation.
- Submitted a Grant Application for "Kids Win MO" Childcare Planning Grant.
- Working with Chamber and Art Dept. on a possible logo re-brand.
- Working with City of Moberly on possibly submitting a T-Mobile grant for the upcoming round of applications.
- Submitted a Grant "Expression of Interest" Application for the Economic Recovery Corps – US Economic Development Administration
- Social Media Stats:

July-23	Total	Change
Facebook Page Followers	2,025	+8
Facebook Page Reach	3,961	+85.5%
LinkedIn Followers	313	+2
SEO/Website Views	634	-211



#16.

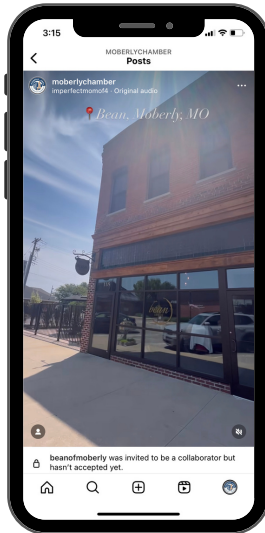
JULY REPORT

2023

SOCIAL MEDIA STATS

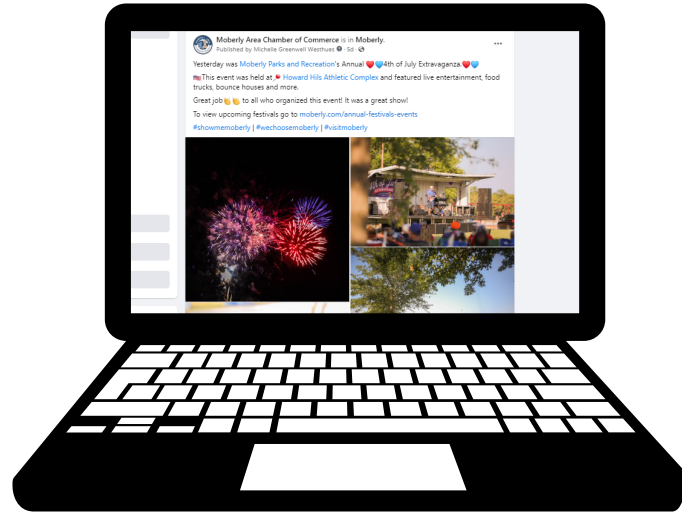
TOP ORGANIC POSTS THIS MONTH

INSTAGRAM



**THE BEAN
CASH MOB VIDEO
39 LIKES**

FACEBOOK



**4TH OF JULY EXTRAVAGANZA PHOTOS
REACHED 8,303 PEOPLE**

TOTAL REACH ON SOCIAL MEDIA THIS MONTH

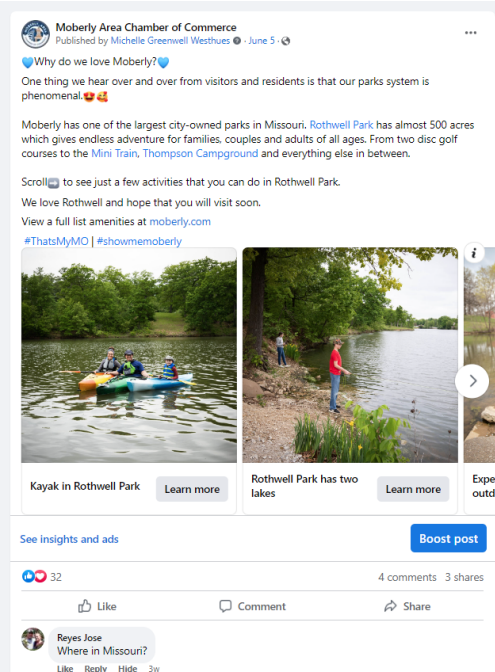
Month	Facebook	Instagram	Twitter	Total
Jan - 2023	31,167	2,222	325	33,714 people
Feb - 2023	48,957	4,560	1,020	54,538 people
March - 2023	41,282	3,206	661	45,149 people
April - 2023	61,038	3,783	684	65,505 people
May - 2023	98,181	4,340	143	102,644 people
June - 2023	76,390	3,690	281	80,361 people
As of July 10, 2023	12,380	863	200	14,402 people

ALL OF THESE ADS HAD TO BE COMPLETED BY JUNE 30

ROTHWELL PARK AD

Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	June 5 - June 30	19,854	\$500.00

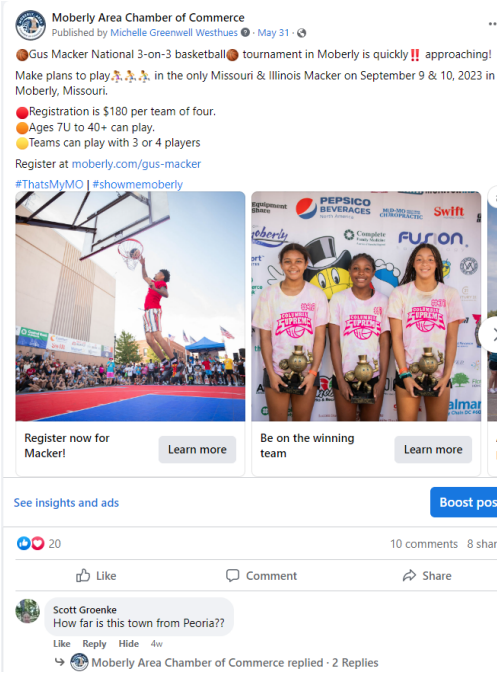
This was a repeat ad that was done earlier in the year, however a different location in Missouri was targeted.



GUS MACKER AD

Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	June 1 - June 30	15,807	\$400.00

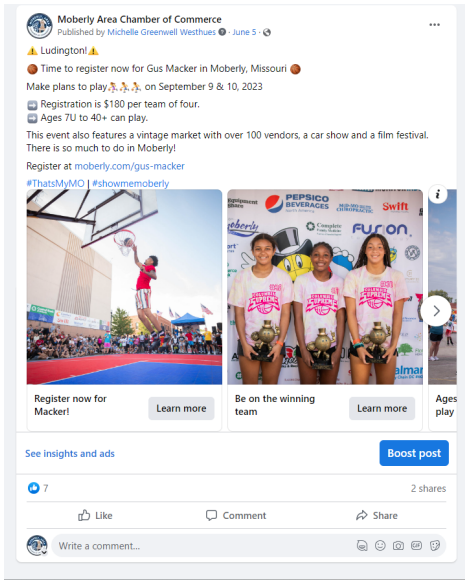
This was a Gus Macker ad that was targeted toward the Quincy & Hannibal area. Since that area knows about Gus Macker, it is a great way to spread awareness for our area.



RAILROAD DAYS AD

Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	June 7 - June 14	5,997	\$100.00

This ad was ran to promote Railroad Days events and activities.



GUS MACKER AD - MICHIGAN

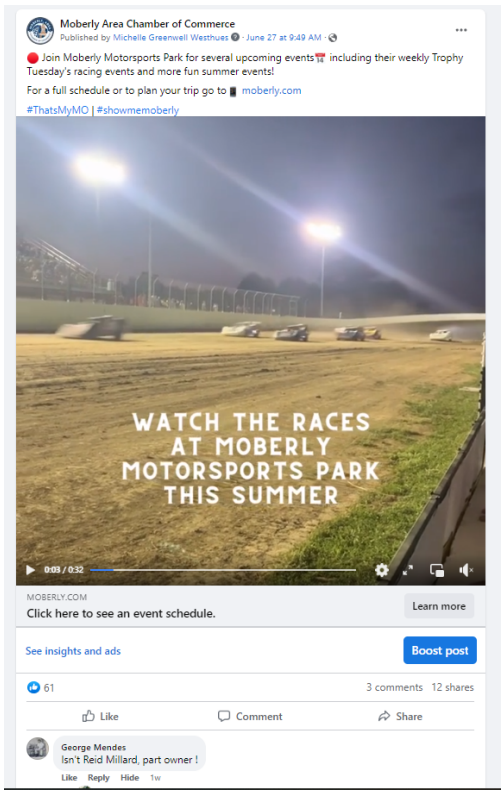
Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	June 14 - June 18	19,138	\$400.00

This ad was targeted towards Ludington, Michigan during their tournament, which is one of the largest tournaments in Macker. It also increases Moberly awareness in the Michigan market.

MOBERLY MOTORSPORTS PARK AD

Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	June 23 - June 30	17,812	\$300.00

This ad was used to promote upcoming events at MMP. On the landing page this ad redirected people to, it listed all of the upcoming events and activities since this ad had to be completed by June 30



DRIVE IN AD

Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	June 23 - June 30	14,924	\$300.00

The drive-in is a very unique activity that many people love going to. This ad spreads awareness about our facility. The engagement with this ad as far as comments, likes and shares was fantastic.



AMISH AD

Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	June 16 - June 30	19,854	\$200.00

SINCE WE ARE OFFICIALLY DONE WITH OUR FY23 ADS I THOUGHT I WOULD INCLUDE SOME DATA FROM THE PAST FISCAL YEAR

Social Media Reach	Impressions	Website Visitors	Visitors Guide Requests
1,004,079	1,999,220	46,248	464

VISITORS GUIDE REQUESTS



We have had 63 visitor guide requests this month. Below are some of the locations where they have been sent.

- Highlights include:
- Chillicothe, IL
 - Redding, CA
 - Kingman, KS
 - Execlsior Springs, MO
 - And more

MEDIA	2019	2020	2021	2022	2023
DIGITAL	\$10,644.12	\$8,530.54	\$8,449.00	\$6,623.69	\$5,500.00
SHOW ME STRONG DIGITAL	0	\$2,989.99			
PRINT	\$800.00	\$1,200.00	\$2,100.00	\$3,600.00	\$1,500.00
RADIO	0	\$4,998.00			
SEM	\$1,332.93	\$3,465.62	\$3309.03		
BILLBOARD	0	\$2,000.00	0		
TV			\$7,224.00	\$7,014.00	
TOTAL:	\$12,777.05	\$23,184.15	\$12,958.09	\$17,237.69	\$4,300.00

HALF OF THIS AD SPEND IS REIMBURSED BY THE STATE

OWNED COMMUNICATION ASSETS



- Sent out monthly July tourism newsletter to partners
- Planned and scheduled social media content
- Gathered photos & videos at The Bean and 4th of July Extravaganza
- Updated moberly.com to reflect new content and additions
- Delivered visitors guides and dining and shopping guides to area businesses, partners and those that requested them on the website
- Restocked hotels
- Reviewed SEM FY24 contract and updated keywords to reflect changes and additions

ADDITIONAL ITEMS

#16.



- Attended Community Betterment Board Meeting, Tourism Commission (zoom), 4th Street Theatre Board Meeting, Huntsville Community Club meeting and Missouri Association of Convention & Visitors Bureaus Board Meeting.
- Met with the new Tourism Director from Marshall and met with Tom about 2024 Air Race Classic
- Marketed July's Friday Night Cruise
- Worked on Q1 ad designs

PLANNED ACTIVITES

- Continued working on Gus Macker and Junk Junktion

TOURISM EVENT RECAP

- June 20 - Dirt Car Summer Nationals at Moberly Motorsports Park
- July 1 - HLR Night Series
- July 1 - Skullsplitter Spirits Distillery
- July 4 - 4th of July Extravaganza
- July 6 - Classic Movie Night at 4th Street Theatre
- July 8-9 - Missouri Men's Masters
- July 14 - Friday Night Cruise & Concert
- July 14 - Shake, Rattle & Roll
- July 14-23 - Randolph County Fair
- July 15 - HLR Hot Summer Nights



MONTHLY BILLING

ITEM # DESCRIPTION	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY
102.000.521: ADVERTISING	\$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
102.000.541: ADMINISTRATIVE FEES	\$583	\$583	\$583	\$583	\$583	\$583	\$583
TOTAL:	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100