NOTICE OF OPEN MEETING & VOTE TO CLOSE PART OF THE MEETING A G E N D A COUNCIL MEETING City of Moberly City Council Room – Moberly City Hall 101 West Reed Street December 19, 2022 6:00 PM

Posted:

 Pledge of Allegiance

 Roll Call

 Approval of Agenda

 Approval of Minutes

 1. Approval Of The City Council Meeting Minutes For December 5, 2022.

Recognition of Visitors

Communications, Requests, Informational Items

2. Moberly Stormwater Annual Report 2022.

Public Hearing and Receipt of Bids

3. Receipt Of Bids For Shelter 5 Roof.

Ordinances & Resolutions

- 4. An Ordinance Authorizing Execution Of An Airport State Block Grant Agreement For Operational And Maintenance Expenses Or Debt Service.
- 5. An Ordinance Amending Chapter 46 Of The City Code To Include A Landscape Plan For Certain Districts By Adding New Sections 46-207, 46-208, 46-209 And 46-210, And Amending Existing Sections 46-202, 46-203, 46-203 And 46-205 And Repealing Sections 46-302, 46-303 And 46-304.
- <u>6.</u> An Ordinance Approving A Cooperative Agreement With Moberly Community Foundation.
- 7. A Resolution Approving Extending The Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W Reed Street And Authorizing The City Manager To Execute The Lease.
- 8. A Resolution Accepting The Bid Of And Authorizing Contracting With Professional Metal Fabricators, LLC For Roof Repairs To Rothwell Park Shelter #5.
- 9. A Resolution Approving A Written Consent To Assignment.
- 10. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

<u>11.</u> Department Head Monthly Reports.

Anything Else to Come Before the Council

- 12. Consideration Of A Motion To Move The January 2, 2023 Meeting to January 3, 2023.
- 13. Consideration Of A Motion To Move The January 16, 2023 Council Meeting To January 17, 2023.
- 14. Consideration Of A Motion To Move The February 20, 2023 Council Meeting To February 21, 2023.

Adjournment

15. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status of A Negotiated Contract. (Closed Statute 610.021) (12)

We invite you to attend virtually by viewing it live on the City of Moberly Facebook page. A link to the City's Channel can be found on our website's main page at <u>www.cityofmoberly.com</u>. 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.

December 5, 2022 City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Kyser and seconded by Brubaker to approve the minutes of the November 21, 2022, Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Jeff Arp with MIRMA presented the City with a Risk Grant Award for the Moberly Police Department for dash mounted cameras.

Kyser introduced a bill for an ordinance entitled: "AN ORDINANCE AUTHORIZING TWO COOPERATIVE AGREEMENTS FOR INFILL DEVELOPMENT WITH RADMER CONSTRUCTION, LLC" and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker introduced a bill for an ordinance entitled: "AN ORDINANCE APPROVING MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION ELECTRONIC Α SIGNATURE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MOBERLY" and moved that the bill be read two times by title for Lucas seconded the motion, and upon said motion the vote was as passage. follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Lucas introduced a bill for an ordinance entitled: "AN ORDINANCE APPROVING A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF MOBERLY" and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read

#1.

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

Kyser introduced **"A RESOLUTION AUTHORIZING AND ACCEPTING A FOURTH CHANGE ORDER TO THE TANNEHILL PARK SPLASHPAD CONTRACT WITH IRVINBILT CONSTRUCTORS, INC"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker introduced "A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE BALL FIELD IMPROVEMENTS CONTRACT AT HOWARD HILS ATHLETIC COMPLEX WITH BLEIGH CONSTRUCTION COMPANY" and made a motion for it to be read. Lucas seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Lucas introduced "A RESOLUTION AUTHORIZING A CONTRACT FOR A MOBERLY INDUSTRIAL PARK ROADWAY AND INTERSECTION EXTENSION STUDY WITH BARTLETT & WEST, INC" and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. 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 Lucas to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kyser introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$319,605.57**" and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Mayor Jeffrey nominated Mary Brink to be re-appointed to the Housing Authority Board. A motion was made by Kimmons and seconded by Brubaker to re-appoint Mary Brink to the Housing Authority Board. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Members from the News Media were: Colin Schowe, Kwix Kres Radio Station and Wynona Whitaker, Moberly Monitor Index.

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

#1.

The following was discussed at the work session:

Review Of First Amendment To Cooperative Agreement For Joint Central Dispatch.

Notification Of Participation In Law Enforcement Support Office (LESO) Program Participating Law Enforcement Agency (LEA).

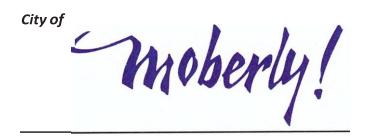
A Request For Lighting Along W Urbandale From S Williams To The Tracks.

A Request From Moberly Chamber Of Commerce To Use The Kelly Hotel In September 2023 For An Event.

Receipt Of Bids For Shelter 5 Roof.

Agenda Item:	Moberly Stormwater Annual Report 2022		
Summary:	Attached is the 2022 Moberly Stormwater Annual Report for review only		
Recommended Action:	Review only.		
Fund Name:			
Account Number:			
Available Budget \$:	\$		

ATTACHMENTS:		Roll Call	Aye	Nay
Memo _x_ Staff Report Correspondence Bid Tabulation	Council Minutes Proposed Ordinance Proposed Resolution Attorney's Report	Mayor M S Jeffrey Council Member	_	
P/C Recommendation P/C Minutes Application Citizen	Petition Contract Budget Amendment Legal Notice	M S Brubake M S Kimmon M S Lucas M S Kyser		
Consultant Report	Other		Passed	Failed



Moberly Stormwater Annual Report 2022

Moberly's stormwater staff stayed busy throughout the year, addressing customer needs, engaging volunteers, and educating residents about stormwater. Just a few of the year's highlights:

- Held 2 community trash cleanups in partnership with Moberly Community Benefit: one after Railroad Days and one after Junk Junction.
- Helped organize a trash cleanup by the Moberly High School Football Team.
- Started a tree planting pilot program in partnership with Stream Teams United, Magic City Master Gardeners, and the Moberly High School Adventure Club. 112 native trees and shrubs were planted in April in a subdivision suffering from streambank erosion, of which 70 were thriving as of October, 2022. Trees were donated by Stream Teams United, and planted by volunteers; making the cost to the city negligible.
- Wrote and published articles on stormwater subjects in Moberly Living Magazine, Moberly Monitor Index, and the City Facebook Page.
- Managed the Household Hazardous Waste Recycling Facility, and successfully recycled over 1,400 lbs of household chemicals and paint.
- Organized educational presentations about native plants.
- Hosted an educational booth at Junk Junction about yard waste recycling.
- Responded to complaints, questions, and concerns about stormwater issues from Moberly residents.
- Checked all high-priority areas for stormwater & stream pollution.
- Performed monthly inspections of Land Disturbance sites & implemented self-inspection program.
- Attended Plan Review meetings, and communicated concerns and items of interest with plan review personnel, contractors, and developers.
- Updated and improved the permitting process for permanent stormwater facilities to comply with the new Stormwater Management Plan.
- Checked all known permanent stormwater facilities for continued functioning and potential future problems.
- Linsured all city departments have stormwater pollution prevention SOPs.
- Updated stormwater training and inspection forms to align with the department SOPs.
- Frovided stormwater training and a SOP compliance review to each city department.

The City of Moberly Stormwater Program is compliant with the Stormwater Management Plan. In 2023, we plan to begin projects to evaluate the stormwater outfalls in town and to create educational materials and opportunities for contractors and developers interested in building within Moberly. We also hope to expand the tree planting program, planting even more native trees to improve local stream health and resident's quality of life. We welcome suggestions about how we can better serve the people of Moberly and maintain compliance with state and federal regulations on our storm sewer system.

#3.

Agenda Item:	Receipt Of Bids For Shelter 5 Roof.
Summary:	Shelter 5 roof is decades old and has holes scattered throughout. It needs replaced and was budgeted for in the current budget year. The trusses are also estimated at 50-60 years old – nearly as old as the old ag. barns – and have signs of deterioration and carpenter bee damage. Truss replacement, metal gables (as opposed to the current deteriorated wood), and a new metal roof is the scope of what we bid out. In-house, we will replace the final 4 posts prior to work starting on the roof. We will remove the existing electrical. And we will then work with the Lion's
	Club for updated electrical that is up to code and LED lighting.
Recommended Action:	Accept these bids
Fund Name:	Parks – Capital Improvement
Account Number:	115.041.5502
Available Budget \$:	\$26,750.83

ATTACHMENTS:		Roll Call	Aye	Nay
Memo	Council Minutes	Mayor		
Staff Report	Proposed Ordinance	M S Jeffrey		
Correspondence	X Proposed Resolution			
X Bid Tabulation	Attorney's Report	Council Member		
P/C Recommendation	Petition	M S Brubaker		
P/C Minutes	Contract	M S Kimmons		
Application	Budget Amendment	M S Kyser		
Citizen	Legal Notice	MSLucas		
Consultant Report	Other:		Passed	Failed

Shelter 5 Roof

CITY OF MOBERLY

"BID OPENING" Sign-In Sheet

Date: 12/02/2022

Name

Shannon Hance

Michael King _____

For Boc,

Company

City of Moberry, MO

Protessical Metal Fatomatore

City of Moberly



CITY OF MOBERLY

"BID OPENING"

Date: 12/02/2022 2pm

Home Perfect Exteriors UC	\$ 62,753.61
PCE	\$ add elevation \$ $49.940.02$, $t 1.250.22$
PMF	\$\$26,506.00
	\$
	\$\$
	\$
	\$\$
	\$
	\$

#3.



Home Perfect Exteriors, LLC 13016 Manchester Rd Des Peres, MO 63131 Phone: 636-541-5191

Company Representative Jack Buck Phone: (314) 706-7143 jack@homeperfectexteriors.com Shelter 5 Roof and Framing Replacement

Job: City of Moberly Shelter 5

12/02/2022

#3.

Moberly, MO 65270

Shelter 5

Home Perfect Exteriors proposes to supply necessary materials, tools, labor and equipment to furnish and replace entire truss system, install new exposed fastener metal roof system and associated trim on property listed above

1. Install landscape protection around property to ensure vegetation and vulnerable areas are well protected throughout demolition phase of the project.

2. Remove existing metal roof and entire truss system and dispose of 2a: All electrical components will be detached and left to be reconnected by others

3. Furnish and install approved truss system

4: Fabricate on-site and install metal roofing panels and trim: exposed fastener 26 gauge, 16" Galvalume, Kynar 500 Finish

5. Fabricate on-site and install metal wall panels and trim where existing: exposed fastener 26 gauge, 16" Galvalume, Kynar 500 Finish

NOTE: Sealed blueprints and building permits to be obtained by Home Perfect Exteriors

Please note: Oil canning is a common occurrence with metal roofing and is not cause for rejection. All work come with a 10 Year Workmanship Warranty and a 45 Year Limited Material Warranty through the manufacturer. Paint finish comes with a 45 Year Limited Warranty.

\$62,753.61

TOTAL

\$62,753.61

Starting at \$627/month with * Acorn • APPLY

Terms and Conditions

1. Home Perfect Exteriors Obligations:

Home Perfect Exteriors will supervise and direct all work, using commercially reasonable skill and attention. All work will be completed in a a. workmanlike manner, according to standard industry practices.

Home Perfect Exteriors will furnish Owner with lien waivers upon completion of the Work and payment in full by Owner. b.

2. **Owner's Obligations:**

Payment: Owner will pay half (1/2) or ACV + deductible (if this is an insurance job) of the contract price upon acceptance and execution of a. the Proposal, before any work is to be performed. The remaining balance of the contract shall be due and payable upon Owner's receipt of Home Perfect Exteriors invoice, which shall occur upon completion of each trade. For Owner's convenience, Home Perfect Exteriors accepts all major credit cards; provided however, if a credit card is used for payment, a 3% fee will apply per transaction. Owner shall be required to pay interest on all past due amounts of more than 30 days at the interest rate of 1.5 month until paid in full. In the event that Home Perfect Exteriors initiates or pursues any action or proceeding to collect amounts owe r the Contract, Home Perfect Exteriors will be entitled to recover all 10

City of Moberly Shelter 5 204 Rothwell Park Road

costs and expenses incurred, including, but not limited to, attorneys' fees, expert fees, and costs and expenses of litigation, including, bu #3.

- b. Insurance: Owner will carry property, casualty, fire and other insurance related to the work contained in this Contract.
- c. Access: Owner grants full access to the subject property for staging and execution of work unless otherwise agreed in writing.

3. The Contract: As used herein, the term "Contract" consists of (1) Home Perfect Exteriors Proposal; (2) Home Perfect Exteriors Terms & Conditions; and (3) Home Perfect Exteriors Authorization Form.

4. Scope of Work: No labor or materials will be furnished except as specified herein or agreed to in writing. All changes to the scope of work set forth in this Contract must be done in writing and signed by both parties. Home Perfect Exteriors rights and remedies extend to changes to the scope of work unless otherwise agreed to in writing. Moreover, the specified work and quoted price is subject to change upon discovery of any latent and/or hidden defects. Accordingly, while Home Perfect Exteriors will take field measurements of existing conditions related to Home Perfect Exteriors work, and shall observe any conditions at the site affecting it, these measurements and observations are solely for the purpose of facilitating coordination and construction by Home Perfect Exteriors and are not for the purpose of discovering any unknown conditions or latent issues related to the site. Therefore, if Home Perfect Exteriors encounters conditions at the site that are unknown or differ materially from those ordinarily found to exist, Home Perfect Exteriors shall promptly notify the Owner. These conditions may cause an increase or decrease in the contract price or scheduled timeline required for the performance of Home Perfect Exteriors work. If this should occur, Home Perfect Exteriors shall negotiate an adjustment to the contract price/sum or timeline with the Owner. Any alteration or deviation from specifications outlined in the Contract involving extra costs must be executed upon written consent of both parties. If the Owner does not agree to the extra cost or time due to the unknown condition, Home Perfect Exteriors may terminate this Contract for cause and cease all operations. In the event that this Contract is terminated, Home Perfect Exteriors will be entitled to receive payment only for the work performed, materials supplied, and any other costs incurred, along with 10% margin for overhead and profit. Notwithstanding anything contained herein to the contrary, in the event the work to be performed under this Contract is to be paid under a property and casualty insurance policy, Owner shall have the right to cancellation as set forth in Section 20 below, and Home Perfect Exteriors shall have the right to terminate this Contract upon notice to Owner if the scope of work and/or the consideration for the scope of work identified by owner's insurer is unacceptable to Home Perfect Exteriors in its sole and absolute discretion.

5. Warranty: Home Perfect Exteriors warrants that the work will be performed in a workmanlike manner. Home Perfect Exteriors Limited Warranty, issued upon the completion of the work and after receipt of payment by Home Perfect Exteriors of the full contract price, is incorporated herein by reference. Owner shall notify Home Perfect Exteriors in writing of any leaks alleged to have been caused by Home Perfect Exteriors workmanship or materials within three (3) days following discovery of said leaks. Owner agrees that Home Perfect Exteriors shall be provided with a reasonable opportunity after such written notification to inspect and repair any workmanship defects. All defects shall be inspected and any defect in workmanship deemed attributable to Home Perfect Exteriors work will be corrected free of charge. In the event Home Perfect Exteriors determines that the alleged defect is not the fault of Home Perfect Exteriors, or is not covered under any applicable warranty, Owner agrees to pay Home Perfect Exteriors a reasonable service fee for the site visit and inspection. Home Perfect Exteriors HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY WARRANTED HEREIN.

6. Unknown Conditions. Home Perfect Exteriors shall not be responsible for any existing mold, hazardous substances or any interior damage resulting from such mold or hazardous substances, concealed, unknown or unusual conditions and defective work, existing code violations or issues that may have been caused by Owner or the prior work, and labor or materials performed by third parties or others that are not employed by Home Perfect Exteriors. Home Perfect Exteriors scope of work shall not include the identification, detection, abatement or removal of asbestos or similar hazardous substances. If Home Perfect Exteriors discovers such products or materials in the course of performing its works and Home Perfect Exteriors determines that such materials present a hazard to Home Perfect Exteriors' team, Home Perfect Exteriors shall have the right to discontinue its work and remove its team from the worksite until such products or materials are located and abated, encapsulated or removed, or it is determined that no hazard exists.

7. Safety. The worksite is an active construction site and is not safe for non-essential personnel or persons who do not hold the proper safety credentials. All Home Perfect Exteriors employees and subcontractors are trained to follow safety guidelines established by applicable industry and governmental standards. For the Owner's safety and the safety of others, Home Perfect Exteriors prohibits anyone other than the members of the Home Perfect Exteriors' team to be in, under, or around the worksite during construction. If someone other than a member of Home Perfect Exteriors' team must be on site, Owner shall make arrangements with Home Perfect Exteriors for a temporary stoppage of work if access to, or through, the area is required. If delays are deemed to have been caused by a violation of this provision, additional expenses may be added to the final invoice.

8. <u>Default.</u> The occurrence of any of the following shall constitute an Event of Default under the Contract : (a) the failure of Owner to make any required payment under this Contract when due and payable; (b) the insolvency or bankruptcy of Owner; (c) the subjection of any of Owner's property to any levy, seizure, general assignment for the benefit of creditors or by any creditor or governmental agency; and (d) the breach by Owner of any of its obligations under this Contract.

9. <u>Remedies</u>. In addition to any and all other rights Home Perfect Exteriors may have at law or in equity, upon the occurrence of an Event of Default by Owner, Home Perfect Exteriors may terminate this Contract by providing written notice of the same to Owner. In the event of termination, Home Perfect Exteriors shall be entitled to payment for any work performed by Home Perfect Exteriors. If either party shall seek to enforce this Contract, or any duties or obligations arising out of this Contract, then the prevailing party in such proceedings shall receive, in addition to all other rights and remedies to which such party is entitled, such party's reasonable costs and expenses incurred in such proceedings, including reasonable attorney's fees.

10. <u>Representations and Warranties of Owner</u>. Owner represents and warrants to Home Perfect Exteriors that: (a) Owner is the true and lawful owner of the real estate and home or building located on the real estate, (b) the home or building that is the subject of this Contract is fully and completely located within the boundaries of the real estate owned by the Owner, and (c) Owner has all necessary power and authority to enter into this Contract.

 11.
 Force Majeure:
 Home Perfect Exteriors is not responsible for and Owner may not hold Home Perfect Exteriors liable for any delay or inability to perform caused by acts of God, weather, pandemic, virus

 11.
 tions, public authorities, or other causes of casualty beyond Home

 Perfect Exteriors control.
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12. <u>Assignment:</u> If Home Perfect Exteriors is unable to complete work for any reason, it may assign its obligations hereunder to 4.

13. <u>**Right of Contractor to Terminate Contract:**</u> Owner may terminate this Contract by written notice to Home Perfect Exteriors at anytime within three (3) business days of the date hereof, without penalty. Home Perfect Exteriors reserves the right to terminate this Contract for convenience within three (3) business days of the date hereof, without penalty. Owner understands, however, that upon the execution of this Contract, Home Perfect Exteriors shall proceed promptly to locate materials, arrange for labor, and engage in other activities necessary to complete the job, all of which constitute the work under this Contract. Therefore, should Owner terminate this Contract for convenience after three (3) business days of the date hereof, Owner shall pay Home Perfect Exteriors the fair and reasonable value for work performed up to the date of termination.

14. Indemnity: Owner hereby agrees to indemnify and hold harmless Home Perfect Exteriors and its subcontractors, agents, employees, and representatives against all claims, losses, damages, costs, injuries, or damages of any kind or nature (including reasonable attorneys' fees') to the extent caused by (a) the negligent acts or omissions of the Owner, its agents, employees and representatives and (b) any breach by Owner of any duties or obligations arising out of this Contract.

15. Limitation of Liability: IN NO EVENT SHALL HOME PERFECT EXTERIORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO HOME PERFECT EXTERIORS PURUSANT TO THIS CONTRACT. IN NO EVENT SHALL HOME PERFECT EXTERIORS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES AND/OR LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS CONTRACT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT OWNER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

16. <u>Venue and Choice of Law:</u> This Contract and the services provided hereunder will be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of law rules. The Owner and Home Perfect Exteriors agree that any actions or proceedings arising directly, indirectly or otherwise in connection with or related to this Contract shall be litigated only in the courts located in St. Louis County, Missouri.

17. Entire Agreement: The "Contract", representing the entire agreement between the parties, consists of (1) Home Perfect Exteriors Proposal; (2) Home Perfect Exteriors Terms & Conditions; and (3) Home Perfect Exteriors Supplemental Owner Information. These documents form the entire agreement between Home Perfect Exteriors and Owner and are incorporated by reference in full, as if repeated herein. The Contract Documents supersede any and all prior negotiations, agreements, statements and understandings between the parties related to the work to be performed under the Contract. The Contract is binding upon the heirs, executors, administrators, successors, and assigns of the Owner.

18. <u>Severability:</u> The partial or complete invalidity of any one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of the Contract, or to exercise any right, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right.

19. Independent Contractor. In performing its obligations under this Contract, Home Perfect Exteriors shall be deemed an independent contractor and not an agent of employee of Owner. Home Perfect Exteriors shall have exclusive authority to manage, direct and control the work performed pursuant to this Contract.

20. <u>Notice of Cancellation</u>. If the work to be performed under this Contract is to be paid under a property and casualty insurance policy, Home Perfect Exteriors has delivered to Owner simultaneously with the execution of this Contract, a Notice of Cancellation in accordance with RSM0 § 407.725 in the form attached hereto as <u>Exhibit A</u>.

21. <u>Mechanics Lien Notice</u>. NOTICE TO OWNER

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

22. <u>Execution</u>. This Contract may be executed and delivered by facsimile or scanned e-mail transmission as so executed.

<u>Exhibit A</u>

NOTICE OF CANCELLATION

If you are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to Home Perfect Exteriors, LLC at 13016 Manchester Rd., Des Peres, MO 63131 at any time prior to midnight on the fifth business day after you have received such notice from your insurer. If you cancel, any payments made by you under the contract, except for certain emergency work already performed by the contractor, will be returned to you within ten business days following receipt by the contractor of your cancellation notice.

(date)

(Insured's signature).

Company Authorized Signature

Customer Signature

Customer Signature

12/02/2022 Date

Date

Date



December 1, 2022

Moberly Parks & Rec Shelter 5 Roof

PCE is pleased to provide a quote for the work as described below and RFQ:

Base Bid: <u>\$49,940</u>

-New roof system to match existing roof system on existing 2x's for truss bearing (painted lumber noted in picture)
-Demo existing trusses and roof panels
-Set new trusses w/ hurricane clips
-New 2x4 purlins
-Fasten new metal roof (standard color approved by owner) and gable panels (29 gauge)

Voluntary ADD Structural evaluation: \$1,250

-If required, have a structural engineer evaluate the existing roof design is adequate

Exclusions: -Electrical -Painting

Notes: No truss companies contacted will use treated/CCA lumber for trusses above price is for standard truss material. No bond included (can be provided for additional cost), Insurance can be submitted upon request.

If you have any questions or comments, please do not hesitate to contact me. Respectfully,

Brian Dennison Project Coordinator Phone: (573) 442-1113 Ext.223 Cell: (573) 881-2035 Fax: (573) 875-4478



ELECTRIC BY PARKS & REC



16

TRUSSES AND **ROOF PANELS TO BE REPLACED** WITH NEW

PAINTED WOOD TO STAY UNLESS NOTED OTHERWISE

City of Moberly Request For Quotations

The City of Moberly, Missouri ("City"), is inviting bids from qualified vendors for the following purchase: *"Shelter 5 Roof"*

Statement of Intent

The City intends to make the following repairs to the following facilities:

Project Scope

Shelter 5 in Rothwell Park is located at 204 Rothwell Park Road. We are seeking bids on a roofing project for this shelter with the following parameters:

- Must comply with City building codes (the City adopted the 2021 building code).
- Must utilize industry best practices.
- Must use #1 grade wood, CCA treated trusses.
- Green metal roof and gables, standard profile.
- Specify methodology including hurricane straps or truss timber lock fasteners.

Submittal of Bids

Bidders shall submit quotations to:

Shannon Hance

Kay Galloway, City Clerk Moberly City Hall 101 West Reed Street Moberly, Missouri, 65270.

Quotations will be accepted until 2:00 p.m. on Friday December 2, 2022. Quotations received after this date and time will be rejected. It shall be the sole responsibility of the bidder to have their Quotation delivered to the City Clerk for receipt on or before the due date and time indicated. If a Quotation is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City Clerk's office. Quotations delayed by mail shall not be considered, shall not be opened, and shall be rejected.

Quotations shall be submitted in a sealed envelope clearly marked with "*Shelter 5 Roof*," the bidder's legal company name, and the date and time for bid opening clearly and legibly marked on the outside.

Products and prices included in the Quotation may not be withdrawn for a period of Sixty (60) days after the date of Quotation opening without the express written consent of the City.

Quotation Opening

All Quotations will be publicly opened and read aloud at the City Clerk's Office in Moberly City Hall at 2:00 p.m. on Friday December 2, 2022.

General Provisions Related to the Bidding Process

Substitute Materials or Work

Substitute materials or work shall not be permitted and bids submitted that do not correspond to the specifications provided with the Request for Quotation will be rejected as non-responsive.



Reservation of Rights

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the Quotation process, to award any Quotation or portion of a Quotation which is deemed to be the best and/or most advantageous to the City of Moberly, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

Errors and Omissions by the City

No bidder shall be permitted to use to his or her advantage any error or omission in this Request for Quotation or related specifications.

Interpretation of Specifications or other Contract Documents Prior to Bidding

If any person contemplating submission of a Quotation for items contained in this Request for Quotations is in doubt regarding the true meaning of any part of the Request for Quotations documents or has any questions about the technical specifications or project, he or she may submit to Troy Bock, an e-mail at tbock@cityofmoberly.com requesting an interpretation or correction of the Request for Quotations documents not later than Friday November 25, 2022. Any interpretation or correction to the Request for Quotations documents will be made by the City by addendum and will be mailed, e-mailed, faxed, or delivered to each bidder of record not less than three (3) days prior to Quotation opening. It shall be the responsibility of each bidder, prior to submitting their Quotation, to contact the person noted in this section to determine if addenda were issued and to make such addenda a part of their Quotation.

Corrections

No erasures permitted. If a correction is necessary, draw a line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Quotation.

Modifications

A modification for a Quotation already received will be considered only if the modification is received prior to the time announced for opening of Quotations. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Quotation. Modifications submitted by telephone, fax, or email will not be considered.

RFQ Expenses

All expenses for making Quotations to the City are to be borne by the bidder.

Prices

All prices shall be F.O.B. destination 101 W. Reed Street, Moberly, Missouri, 65270. No other costs will be permitted the successful bidder beyond those stated in the Quotation, except by express written consent of the City in accordance with applicable contract documents.

Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Quotation price and not shown separately. The price as shown on the Quotation shall be the price used in determining award(s).

Collusion

By offering a submission to this Request for Quotation, the bidder certifies the bidder has not divulged, discussed, or compared the Quotation with other bidders and has not colluded with any other bidder or parties to this RFQ whatsoever. Also, the bidder certifies that in connection with this RFQ:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- Any prices and/or cost data for this Quotation have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition.

Insurance Requirements

Bidders are informed that the successful bidder will be required to obtain insurance coverage, which shall contain an endorsement, addendum, or rider amending the general liability policy to include the city as an additional insured, for the following types of insurance and in the following minimum amounts:

۰	Workmen's Compensation Insurance		\$1 million/occurrence, \$2 million aggregate	
•	Comp	rehensive General Liability		
	0	Bodily injury, including death	\$1 million/occurrence, \$2 million aggregate	
	0	Property Damage	\$1 million/occurrence, \$2 million aggregate	
•	Comprehensive Automobile Liability			
	0	Bodily injury, including death	\$1 million/occurrence, \$2 million aggregate	
	0	Property Damage	\$1 million/occurrence, \$2 million aggregate	

Federal Work Authorization Program and Proof of Lawful Presence

- Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services.
 - E-Verify is a qualified federal work authorization program. Additional information about E-Verify can be found at <u>www.uscis.gov/everify</u>.
- Bidders shall also sign and submit with the bid an affidavit affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

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Prevailing Wage

As of August 28, 2018, Missouri's Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on Missouri public works construction projects valued at more than \$75,000, such as bridges, roads, and government buildings. The prevailing wage rate differs by county and for different types of work. More information can be found at: https://labor.mo.gov/DLS/PrevailingWage/pwContractors

Variances

Bidders must detail any variances from the City requested specifications and/or terms and conditions, on the bid submittal.

Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

Commencement and Completion of Work

The Work may commence after December 19, 2022, and shall be completed no later than March 31, 2021, subject to Excusable Delays. Excusable Delays shall be delays or temporary inability to commence, complete or proceed in accordance with the foregoing schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the contractor which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the City, acts of war or civil insurrection, or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather.

Authorized Product Representation, Legal Name, and Signature

Quotations shall clearly indicate the legal name and signature, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). The signer shall have the authority to bind the company to the submitted Quotation.

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

Brian Dennison, PLE Brown

Date

City of Moberly City Hall 101 West Reed Street Moberly, MO 65270 Troy Bock (660) 263-4420

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute § 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver same to the District prior to or contemporaneously with the execution of its contract with the District;
- 2) Affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent verified by E-Verify), or to be provided, by your company to the District;
- Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute § 285.530, or any regulations issued thereto;
- 5) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- 6) Agrees to comply with any state of federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute § 285.530, and
- 7) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

Authorized Company Official's Name: Professional Contractors & Engineers Inc.

Signature of Company Official: _	prode	
Date: <u>12/1/22</u>		

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7511 Liberty Road Jefferson City, MO 65101-8685

December 2, 2022

City of Moberly

Jefferson City, Mo

Proposal No. J-0107

Professional Metal Fabricators Mike King Project Manager 816-352-5374

Attention: Kay Galloway/Troy Bock

WE PROPOSE, to furnish labor and materials to demo, fabricate, and install new roof on shelter 5 as follows for the sum \$26,506.00.

- All trusses/gables to demo and replace with <u>#1 grade Kiln dried CCA treated wood trusses</u>.
- Installation will comply with city building codes and manufacture recommendations
- Hurricane clips will be used at trusses to joist and Timberlok from purlins to truss.
- Green metal (color to confirm by owner) G-rib roofing and gables. Ridge cap and fascia included.
- All fasteners for metal to be color match
- Pricing includes equipment rentals, dump fees, material delivery, and removal of existing trusses and roof.

Exclusions: Anything not explicitly described above. Electrical of any type. No foreseen coordination with other trades.

Cost of Materials is reflected as of the current proposal date and is subject to change due to fluctuation in costs. If by your request, an updated cost is needed it will be issued with a purchase order.

Progress billings at the end of each month. – Payment Terms: Net 30 days unless contract states otherwise. This price does not include sales tax unless specifically stated in the proposal.

Presented by:

Accepted by:

Mike King

Client Signature:



City of Moberly

Request For Quotations

The City of Moberly, Missouri ("City"), is inviting bids from qualified vendors for the following purchase: "Shelter 5 Roof"

Statement of Intent

The City intends to make the following repairs to the following facilities:

Project Scope

Shelter 5 in Rothwell Park is located at 204 Rothwell Park Road. We are seeking bids on a roofing project for this shelter with the following parameters:

- Must comply with City building codes (the City adopted the 2021 building code).
- Must utilize industry best practices.
- Must use #1 grade wood, CCA treated trusses.
- Green metal roof and gables, standard profile.
- Specify methodology including hurricane straps or truss timber lock fasteners.

Submittal of Bids

Bidders shall submit quotations to:

Shannon Hance

Kay Galloway, City Clerk Moberly City Hall 101 West Reed Street Moberly, Missouri, 65270.

Quotations will be accepted until 2:00 p.m. on Friday December 2, 2022. Quotations received after this date and time will be rejected. It shall be the sole responsibility of the bidder to have their Quotation delivered to the City Clerk for receipt on or before the due date and time indicated. If a Quotation is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City Clerk's office. Quotations delayed by mail shall not be considered, shall not be opened, and shall be rejected.

Quotations shall be submitted in a sealed envelope clearly marked with "*Shelter 5 Roof*," the bidder's legal company name, and the date and time for bid opening clearly and legibly marked on the outside.

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12-2-22 MIL

Reservation of Rights

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the Quotation process, to award any Quotation or portion of a Quotation which is deemed to be the best and/or most advantageous to the City of Moberly, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

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12-2-22 MIL

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•	Comp	rehensive General Liability	
	0	Bodily injury, including death	\$1 million/occurrence, \$2 million aggregate
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25

12-2-22 MIK

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Authorized Product Representation, Legal Name, and Signature

Quotations shall clearly indicate the legal name and signature, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). The signer shall have the authority to bind the company to the submitted Quotation.

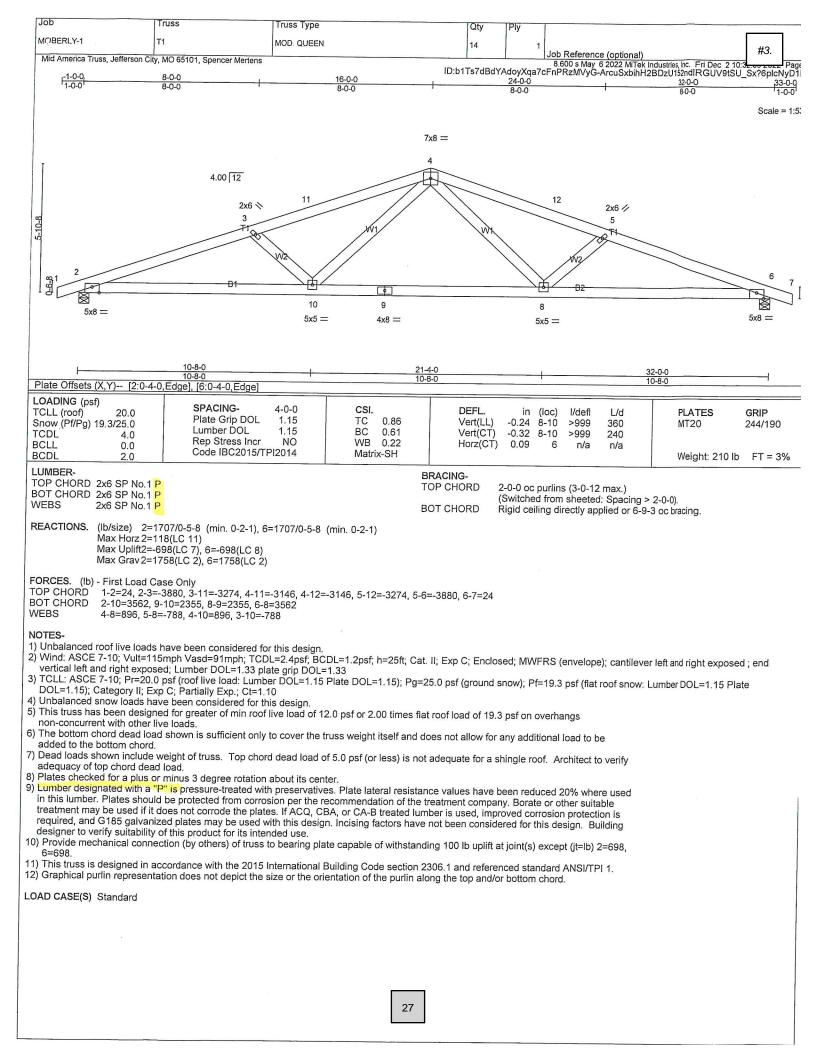
The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

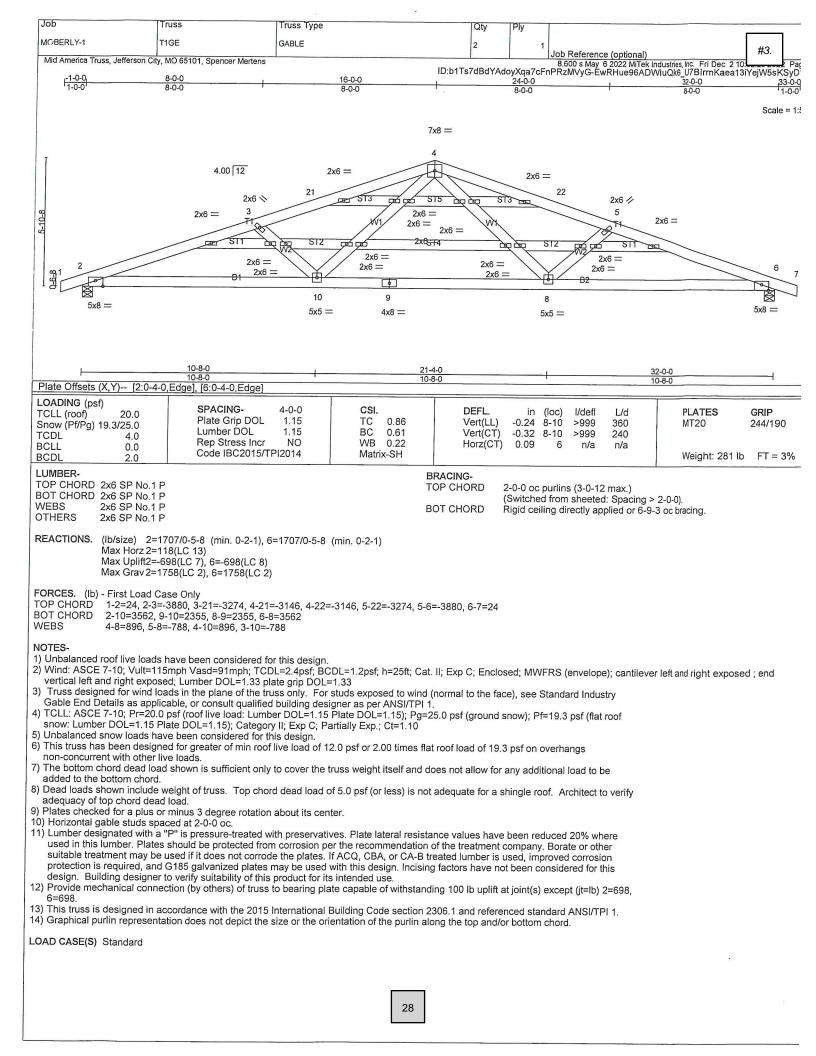
12-02-2022

Date

Mitnesson & Understrood II. Protesson Metul Fobrutery (6 Michael King Project Manage 26

City of Moberly City Hall 101 West Reed Street Moberly, MO 65270 Troy Bock (660) 263-4420





LIMITED 40 YEAR WARRANTY ON AKZO-1050 SILICONIZED POLYESTER FINISH

#3.

APPLIES TO GPB ROOFING AND SIDING PANELS

panels from Graber Post Buildings, Inc. (whichever comes first) under normal atmospheric conditions (which excluding corrosive aggressive chemicals, chemical fumes, or direct the color-coded finish applied to its roofing and siding panels will not, within a period of 40 years after the installation or 40 years and one month after the date of the shipment of This color-coded finish on Graber Post Building Panels is produced and applied according to standard application practices. Graber Post Buildings, Inc. warrants that the integrity of

- ω Peel, crack, check, flake, or blister to an extent that it is apparent on ordinary outdoor visual observation. Vertical installations of GPB Panels will not change color more than five (5) and non-vertical installations will not change more than seven (7) NBS (Hunter) units. Color measurements are to be made per ASTM D-2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D-3964 (1985; for a period of 30 years; and For (30) years; Sidewall Panels of Product will not chalk more than a number eight rating and non-vertical installations will not chalk more than a number six rating when measured for

and which has been coated with an approved Akzo Nobel backer coating on the reverse side, all per specification on the Akzo Nobel Product Date Sheet. Site Conditions Form (appendix A): Product topcoats which are not applied onto metal which has been primed with an approved Akzo Nobel primer on both sides of the metal sheet, (3250 feet), unless approved in writing by Akzo Nobel prior to installation, based on Akzo Nobel prior to Installation, based on Akzo Nobels review of the information provided on the of the substrate and/or corrosion at cut edges; or develops any other condition between the coating and the substrate or delaminate: Product which is installed within 1000 meters installed in such a way that allows contact with animals and/or animal waste or its decomposition products; has suffered from improper forming, fabrication or embossing; corrosion which allows water on the coating or in any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease, or high humidity); has been stored or coater, or contrary to good industry practice: has been damaged due to moisture entrapment in coils and/or bundles during transit or storage: has been stored or installed in a way abrasive or chemical cleaners: has been abused, altered, modified, used in a manner not originally intended, or stored contrary to recommendations of Akzo Nobel, GPB or the coil This is an anti-weathering limited warranty and does not apply to other causes of degradation, including Product which has suffered scratching or abrasion or has been damaged by

This warranty is expressly subject to the following terms and conditions:

.-The remedy for any claims arising from a defective color-coated finish on GPB Panels shall be limited to refinishing or replacing the defective panels, or where applicable, a refund of purchased price. GPB SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES WHETHER DIRECT, INCIDENTAL OR CONSEQUENTAL, CAUSED BY OR RESULTING FROM THE USE OF DEFECTIVE OR NONCONFORMING GPB PANELS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTAL DAMAGES. GPB'S TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE PURCHASED PRICE OF THE GPB PANELS. Some states do not allow the exclusion or limitation of incidental or consequential damage, so this limitation or exclusion may not

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- 2 The express warranty state herein is the exclusive express warranty applicable to the color-coated finish on GPB Panels. ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR MECHANTABILITY OR FITNESS FOR APARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TIME PERIOD OF THE EXPRESS WARRANTY SET FORTH HERIN. Some states do not allow limitation on how long an implied warranty lasts, so this limitation on the duration of implied warranties may not apply to a particular consumer
- e. 4 This warranty provides specific legal rights, and other rights which may vary from state to state may apply. Claims under this warranty must be made in writing to GPB at the address set forth below within 30 days after the discovery of the defect. GPB shall have an additional 30 days to inspect the GPB
- S
- Defects or damages to the GPB color-coated finish caused by handling, shipping, transit, processing, storage or installation are not covered by this warranty. This warranty further shall not extend to or cover damage to the warranted color-coating occasioned by moisture or other contamination detrimental to the color-coated metal prior to installation.
- 7. Minor hairline cracking of the color-coated finish is not covered by this warranty
- The GPB color-coated finish is not warranted to weather uniformly under non-uniform conditions of exposure or use
- 9.00 All claims under this warranty must be accompanied by the original invoice.
- 10. price. The amount of refund shall be reduced by 3.3% for each year the GPB panels were in use. This beginning after the ninth year. THIS WARRANTY IS LIMITED TO THE ORIGINAL PURCHASER ONLY AND IS NOT TRANSFERABLE. The remedy for any claims arising from a defective color-coated finish on GPB panels shall be limited to refinishing or replacing the defective panels, or where applicable, a refund of purchased



Montgomery, IN 47558 (800) 264-5013 | www.graberpost.com Graber Post Buildings, Inc 7716 N 900 E



Graber Post Buildings, Inc.

7716 N 900 E Montgomery, IN 47558 812-636-7355

Certificate

File #R27457

G-Rib



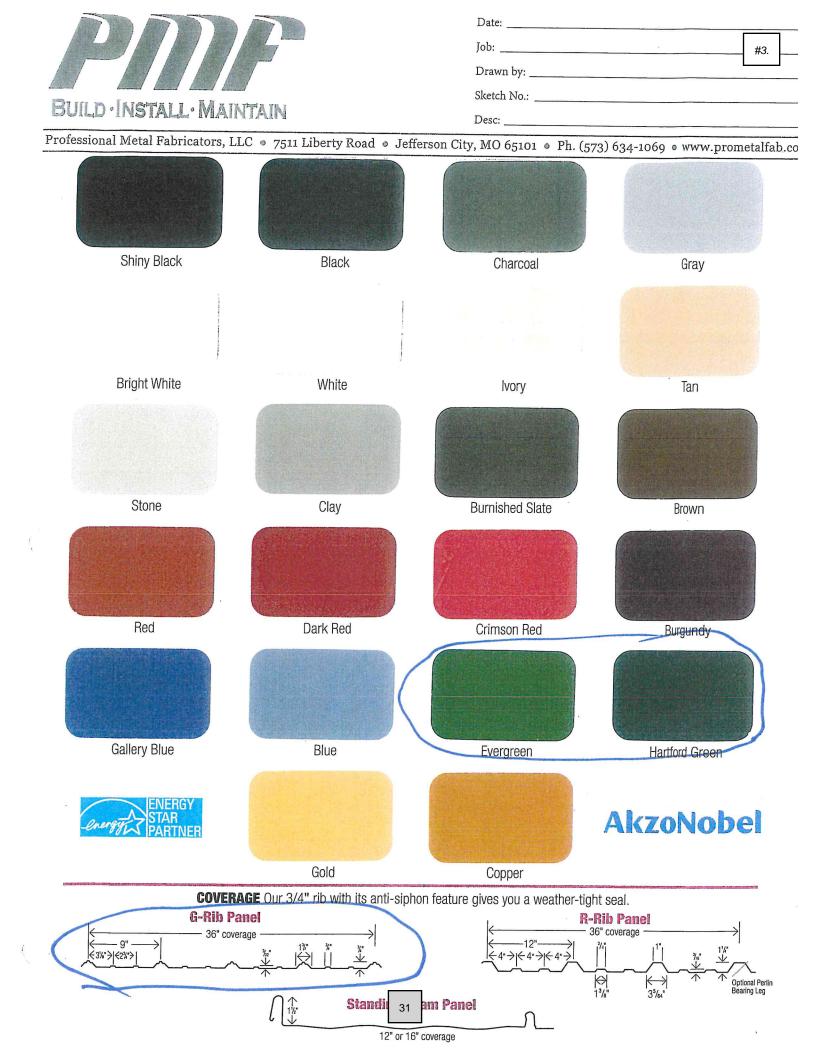
Roof Deck Panels As to Uplift Resistance Class 90 As Shown by Construction Nos. 560,584 See UL Roofing Material and System Directory 4UD5

> Building Units For Roofing Systems As to External Fire Exposure

"Also Classified as to Impact Resistance: Class 4"

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#3.



City of Moberly City Council Agenda Summary

#4.

Agenda Item:	An Ordinance Authorizing Execution Of An Airport State Block Grant Agreement For Operational And Maintenance Expenses Or Debt Service.
Summary:	This document accepts \$32,000 of ARPA funding from State Block Grant to reimburse the airport for fuel purchases. We are using the funding to reimburse what was budget for fuel, and using the budgeted fuel funds to cover building renovation costs at the airport. Staff recommends executing acceptance of funds.
	start recommends executing acceptance of runds.
Recommended Action:	Approve this ordinance.
Fund Name:	N/A
Account Number:	N/A
Available Budget \$:	N/A

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

AN ORDINANCE AUTHORIZING EXECUTION OF AN AIRPORT STATE BLOCK GRANT AGREEMENT FOR OPERATIONAL AND MAINTENANCE EXPENSES OR DEBT SERVICE.

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

SECTION ONE: the America Rescue Plan Act has made grant funds available for airport operational and maintenance expenses or debt service payments.

SECTION TWO: Grant are funds are available in the amount not to exceed \$32,000.00 for qualifying expenses subject to review and approval by the Missouri Highways and

Transportation Commission.

SECTION THREE: Attached hereto and incorporated herein is a Missouri Highways and Transportation Commission Airport Rescue State Block Grant Agreement which is hereby authorized by the City Council and the City Manager, or his designee is hereby authorized to execute the Agreement on behalf of the City.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 19th day of December, 2022.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

CCO FORM: MO# Approved: 11/22 (MWH) Revised: Modified: Sponsor: City of Moberly Project No. 21-034A-2 Airport Name: Omar N. Bradley

CFDA Number:CFDA #20.106CFDA Title:Airport Improvement ProgramFederal Agency:Federal Aviation Administration, Department of Transportation

AIRPORT RESCUE STATE BLOCK GRANT AGREEMENT

SECTION I - TITLE, AUTHORIZATION, PROJECT DESCRIPTION

--State Block Grant Agreement

--Federal Authorization - Airport and Airway Improvement

- Act of 1982 (as amended) and ARP Act
- --Project Description operational and maintenance costs

SECTION II - STANDARD AGREEMENT ITEMS

- 1. PURPOSE
- 2. PERIOD OF PERFORMANCE
- 3. AMOUNT OF GRANT
- 4. ALLOWABLE COSTS
- 5. INDIRECT COSTS-SPONSOR
- 6. FEDERAL SHARE OF COSTS
- 7. COMPLETING THE GRANT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS
- 8. WITHDRAWAL OF GRANT OFFER
- 9. EXPIRATION OF GRANT OFFER
- 10. RECOVERY OF FEDERAL FUNDS
- 11. PAYMENT
- 12. ADMINISTRATIVE/AUDIT REQUIREMENTS
- 13. NONDISCRIMINATION ASSURANCE
- 14. CANCELLATION
- 15. VENUE
- 16. LAW OF MISSOURI TO GOVERN
- 17. CONFIDENTIALITY
- 18. NONSOLICITATION
- 19. DISPUTES
- 20. INDEMNIFICATION
- 21. NOTIFICATION OF CHANGE
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- 26. UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY
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- 30. SUSPENSION OR DEBARMENT
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- 32. REQUIRED FEDERAL PROVISIONS
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- 37. FACE COVERINGS POLICY
- 38. FINANCIAL REPORTING AND PAYMENT REQUIREMENTS
- 39. ARP ACT GRANT ASSURANCES
- 40. EQUIPMENT OR VEHICLE REPLACEMENT
- 41. EQUIPMENT ACQUISITION
- 42. LOW EMISSION SYSTEMS
- 43. UTILITIES PRORATION
- 44. UTILITY RELOCATION IN GRANT

SECTION III – GRANT ACCEPTANCE

--Signature by sponsor constitutes acceptance of grant terms and conditions. Failure to comply with grant requirements will jeopardize funding eligibility. --Certificate of sponsor's attorney

EXHIBIT A – AIRPORT RESCUE GRANT ASSURANCES

Sponsor: City of Moberly Project No.:21-034A-2 Airport Name: Omar N. Bradley

CFDA Number:CFDA #20.106CFDA Title:Airport Improvement ProgramFederal Agency:Federal Aviation Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT RESCUE STATE BLOCK GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Moberly (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA").

WITNESSETH:

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, Title IV of Division M of Public Law 117-2, the American Rescue Plan Act (hereinafter, "ARP Act", or "the Act") and the Missouri General Assembly 2002 appropriations bill, HB 3004, provided General Funds to airports to be utilized for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments; and

WHEREAS, the Airport Rescue State Block Grant is provided in accordance with the ARP Act; and

WHEREAS, the Sponsor has applied to the Commission for an ARP Act sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for airport operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the ARP Act and HB 3004; and

WHEREAS, this grant is provided in accordance with the ARP Act and HB 3004, as described below, to prevent, prepare for, and respond to the coronavirus. ARP Act airport grant amounts to specific airports are derived by legislative formula; and

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

(1) <u>PURPOSE</u>: The purpose of this Airport Rescue State Block Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue State Block Grant Agreement must be used only for purposes directly related to the covered airports and shall be provided to such covered airports using subgrants, which include the terms, conditions, and assurances attached hereto. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue State Block Grant funds may be used to reimburse airport operational expenses directly related to covered airports in Missouri incurred no earlier than January 20, 2020.

Airport Rescue State Block Grant funds also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue State Block Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

(2) <u>PERIOD OF PERFORMANCE</u>: The period of performance shall commence on the date this Agreement is executed by the parties. The end date of the period of performance is August 13, 2025, which is four (4) years (1,460 calendar days) from the date of agreement execution between the Commission and the FAA to receive this funding. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance. Unless the Commission receives a written extension from the FAA, the Sponsor must submit all Grant closeout documentation and liquidate (pay off) all obligations incurred under this award no later than one hundred twenty (120) calendar days after the end date of the period of performance (2 Code of Federal Regulations (CFR) § 200.344). The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

(3) <u>AMOUNT OF GRANT</u>: The amount of this grant is not to exceed Thirty-Two Thousand Dollars (\$32,000). The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all expenses to ensure that they are qualifying expenses under this program.

(4) <u>ALLOWABLE COSTS</u>: These funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable under the ARP Act.

(5) <u>INDIRECT COSTS—SPONSOR</u>: The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as

accepted by the Commission, to allowable costs for Sponsor direct salaries and wages only.

(6) <u>FEDERAL SHARE OF COSTS</u>: The United States' share of allowable Grant costs is One Hundred Percent (100%).

(7) <u>COMPLETING THE GRANT WITHOUT DELAY AND IN CONFORMANCE</u> <u>WITH REQUIREMENTS</u>: The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Agreement, the ARP Act, and the regulations, policies, standards and procedures of the United States Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the Commission any disengagement from funding eligible expenses under the Grant that exceeds three (3) months or a twenty-five percent (25%) reduction in time devoted to the Agreement, and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are labeled as Exhibit A and attached to the Agreement and incorporated herein by reference, and any addendum that may be attached hereto at a later date by mutual consent.

(8) <u>WITHDRAWAL OF GRANT OFFER</u>: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(9) <u>EXPIRATION OF GRANT OFFER</u>: This grant offer shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before February 16, 2023, or such subsequent date as may be prescribed in writing by the Commission.

(10) <u>RECOVERY OF FEDERAL FUNDS</u>: The Sponsor shall take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner, including uses that violate this Agreement, the ARP Act, or other provisions of applicable law. For the purposes of this Agreement, the term "Federal funds" means funds, however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor shall return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission.

(11) <u>PAYMENT</u>: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs,

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copies of checks used to pay providers must be submitted to the Commission. The Sponsor shall comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(12) <u>ADMINISTRATIVE/AUDIT REQUIREMENTS</u>: The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Commission and shall provide one (1) copy of the completed audit to the Commission. Upon request of the FAA, the Commission and Sponsor shall provide one copy of the completed audit to the FAA.

(13) <u>NONDISCRIMINATION ASSURANCE</u>: With regard to work under this Agreement, the Sponsor agrees as follows:

(A) <u>Civil Rights Statutes</u>: The Sponsor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Sponsor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) <u>Administrative Rules</u>: The Sponsor shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) <u>Nondiscrimination</u>: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(D) <u>Solicitations for Subcontracts, Including Procurements of Material</u> <u>and Equipment</u>: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Sponsor. These apply to all solicitations either by competitive bidding or negotiation made by the Sponsor for work to be performed under a subcontract, including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Sponsor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) <u>Information and Reports</u>: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) <u>Sanctions for Noncompliance</u>: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Sponsor complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (13) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

(14) <u>CANCELLATION</u>: The Commission may cancel this Agreement at any time the Sponsor breaches the contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the material terms and conditions of this Agreement. If the Commission determines that

substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

(15) <u>VENUE</u>: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(16) <u>LAW OF MISSOURI TO GOVERN</u>: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(17) <u>CONFIDENTIALITY</u>: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(18) <u>NONSOLICITATION</u>: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(19) <u>DISPUTES</u>: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(20) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) The Sponsor will require any contractor procured by the Sponsor to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(21) <u>NOTIFICATION OF CHANGE</u>: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission:	Kyle LePage, Administrator of Aviation Missouri Department of Transportation P.O. Box 270 Jefferson City, MO 65102 (573) 526-5571 (573) 526-4709 FAX email: <u>kyle.lepage@modot.mo.gov</u>

Sponsor: Tom Sanders Airport Manager 101 W. Reed St. Moberly, MO 65270 (660)-269-8705 ext. 2044 Email: tsanders@cityofmoberly.com

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document. (22) <u>AMENDMENTS</u>: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Commission.

(23) <u>ASSIGNMENT</u>: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(24) <u>BANKRUPTCY</u>: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

(25) <u>COMMISSION REPRESENTATIVE</u>: The Commission's assistant chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) <u>UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY</u>: The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

(27) <u>FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF</u> <u>2006</u>: The Sponsor shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(28) BAN ON TEXTING WHILE DRIVING:

(A) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Agreement or subgrant funded by this Agreement.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(B) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Agreement.

(29) <u>SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE</u> ENTITY IDENTIFIER:

(A) Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

(B) Unique entity identifier (hereinafter, "UEI") means a twelve (12) character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

(30) <u>SUSPENSION OR DEBARMENT</u>: When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within SAM to determine if the non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

(B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).

(C) Immediately disclose to the Commission whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2)

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suspends or debars a contractor, person, or entity.

(D) Insert this clause on suspension or debarment in all contracts and subcontracts that result from this Agreement.

(31) TRAFFICKING IN PERSONS:

(A) The Sponsor as the recipient, the Sponsor's employees, subrecipients under this Agreement, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;

2. Procure a commercial sex act that the period of time that the Agreement is in effect; or

3. Use forced labor in the performance of this Agreement or subawards under this Agreement.

(B) The Commission may unilaterally terminate this award on behalf of the FAA as the Federal awarding agency, without penalty, if the Sponsor or a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in Paragraph (31)(A) of this Agreement; or

2. Has an employee who is determined by the Commission and/or FAA official authorized to terminate the Agreement to have violated a prohibition in Paragraph (31)(A)1. of this Agreement through conduct that is either:

a. Associated with performance under this Agreement; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)", as implemented by the FAA at 2 CFR Part 1200.

(C) The Sponsor must inform the Commission immediately of any information the Sponsor receives from any source alleging a violation of a prohibition in Paragraph (31)(A) during the time period of this Agreement.

(D) The Commission's right to terminate unilaterally that is described in Paragraph (31)(A) above:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)); and

2. Is in addition to all other remedies for noncompliance that are available to the Commission and/or the FAA under this Agreement.

(32) <u>REQUIRED FEDERAL PROVISIONS</u>: The Sponsor shall incorporate all required federal contract provisions that apply to this Project in its contract documents.

(33) EMPLOYEE PROTECTION FROM REPRISAL:

(A) <u>Prohibition of Reprisals</u>:

1. In accordance with 41 U.S.C. § 4712, an employee of the Sponsor or a subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (A)2, information that the employee reasonably believes is evidence of:

	a.	Gross mismanagement of a Federal grant;	
	b.	Gross waste of Federal funds;	
of Federal funds;	C.	An abuse of authority relating to implementation or use	
safety; or	d.	A substantial and specific danger to public health or	
Federal grant.	e.	A violation of law, rule, or regulation related to a	
2. is covered are as follows:	The persons and bodies to which a disclosure by an employee		
committee of Congress;	a.	A member of Congress or a representative of a	
	b.	An Inspector General;	
	C.	The Government Accountability Office;	
of a grant program;	d.	A Federal office or employee responsible for oversight	
	e.	A court or grand jury;	
	f.	A management office of the Sponsor or subgrantee; or	

g. A Federal or State regulatory enforcement agency.

(B) <u>Submission of Complaint</u>: A person who believes that they have been subjected to a reprisal prohibited by Paragraph (33)(A) of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(C) <u>Time Limitation for Submittal of a Complaint</u>: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(D) <u>Required Actions of the Inspector General</u>: Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

(E) <u>Assumption of Rights to Civil Remedy</u>: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

(34) <u>BUY AMERICAN</u>: Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this Agreement. The Sponsor will include a provision implementing Buy American in every contract and subcontract issued under this Agreement.

(35) <u>LIMITATIONS</u>: Nothing provided herein shall be constructed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the Commission prior to the date of this Agreement.

(36) <u>AIR AND WATER QUALITY</u>: The Sponsor is required to comply with all applicable air and water quality standards for all projects funded pursuant to this Agreement. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.

(37) <u>FACE COVERINGS POLICY</u>: The Sponsor agrees to implement a facecovering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

(38) <u>FINANCIAL REPORTING AND PAYMENT REQUIREMENTS</u>: The Commission and Sponsor will comply with all Federal financial reporting requirements

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and payment requirements, including submittal of timely and accurate reports.

(39) <u>AIRPORT RESCUE GRANT ASSURANCES</u>: The Airport Rescue Grant Assurances are required under the ARP Act and are attached to this Agreement. The Sponsor shall comply with these assurances to accomplish the requirements of this Agreement. The Airport Rescue Grant Assurances are hereby provided to the Sponsor as Exhibit A and incorporated into and made part of this Agreement.

(40) <u>EQUIPMENT OR VEHICLE REPLACEMENT</u>: The Sponsor agrees to treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

(41) <u>EQUIPMENT ACQUISITION</u>: The Sponsor agrees that for any equipment acquired with funds provided by this Agreement, such equipment shall be used solely for purposes directly related to the Airport.

(42) <u>LOW EMISSION SYSTEMS</u>: The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:

(A) Will be maintained and used at the Airport for which they were purchased; and

(B) Will not be transferred, relocated, or used at another Airport without the advance consent of the Commission on behalf of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenses, cost effectiveness, and emission reductions.

(43) <u>UTILITIES PRORATION</u>: For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable costs of utilities incurred by the Sponsor to operate and maintain the Airport included in this Agreement must not exceed the percent attributable to the capital or operating costs of the Airport.

(44) <u>UTILITY RELOCATION IN GRANT</u>: The Sponsor understands and agrees that:

(A) The Commission will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the Commission that the Sponsor is legally responsible for payment of such costs;

(B) ARP Act funding participation is limited to those utilities located onairport or off-airport only where the Sponsor has an easement for the utility; and

(C) The utilities must serve a purpose directly related to the Airport.

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this	day of	, 20
Executed by the Commission this _	day of	, 20
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF MOBERLY	
Ву	Ву	
Title	Title	
Attest:	Attest:	
Secretary to the Commission	Ву	
	Title	
Approved as to Form:		

Commission Counsel

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ______, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the ARP Act. The Sponsor understands funding made available under this grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

SPONSOR: CITY OF MOBERLY

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date _____

EXHIBIT A AIRPORT RESCUE GRANT ASSURANCES AIRPORT Sponsors

A. General.

- These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Relief and Relief Supplemental Appropriations Act of 2020 (ARP Act or "the Act"), Public Law Number, Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- Upon acceptance of this ACRGP State Block Grant subaward offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The Sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act 29 U.S.C. 201, et seq.
- d. Hatch Act 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.
- I. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 42 U.S.C. 4151, et seq.
- s. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq.
- u. Copeland Anti-kickback Act 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 31 U.S.C. 7501, <u>et seq.</u>²
- y. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 Equal Employment Opportunity
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 Environmental Justice
- g. Executive Order 14005 Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4}
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- h. 29 CFR Part 5 Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹

- i. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 New restrictions on lobbying.
- k. 49 CFR Part 21 Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- I. 49 CFR Part 23 Participation by Disadvantaged Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- n. 49 CFR Part 27 Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 Seismic Safety.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. <u>Purpose Directly Related to the Airport.</u> It certifies that the reimbursement sought is for a purpose directly related to the Airport.

2. <u>Responsibility and Authority of the Sponsor.</u>

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing

the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. <u>Good Title.</u> It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the Airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the Airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the Airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.
- 5. <u>Consistency with Local Plans.</u> Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application or State subaward as applicable) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the Airport.
- <u>Consideration of Local Interest.</u> It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.
- 7. <u>Consultation with Users.</u> In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the Airport at which project(s) is/are proposed.
- 8. <u>Pavement Preventative Maintenance.</u> With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the Airport, it

assures or certifies that it has implemented an effective Airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the Airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
- 10. <u>Minimum Wage Rates.</u> It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- 11. <u>Veteran's Preference.</u> It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the Airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the Airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the Airport's aeronautical facilities whenever required.
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the Airport. Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
- **13.** <u>Hazard Removal and Mitigation.</u> It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- 14. <u>Compatible Land Use.</u> It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.
- 15. <u>Exclusive Rights.</u> The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if
 - a. it is unreasonably costly, burdensome, or impractical for more than one fixedbased operator to provide the services; and
 - allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the Airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP State Block Grant Agreement will only be expended for the capital or operating costs of the Airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the Airport(s) subject to this Agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the Airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the Airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the Airport to other units of government and the amount of compensation received for provision of each such service and property.
- 18. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the Airport showing:
 - 1) boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the Airport's property boundary. Such Airport layout plans and each amendment,

revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport layout plan. The sponsor will not make or permit any changes or alterations in the Airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the Airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the Airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the Airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the Airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.
- 20. <u>Civil Rights.</u> It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.
 - a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
 - b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
 - c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which

case the assurance obligates the sponsor, or any transferee for the longer of the

- 1. So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- So long as the sponsor retains ownership or possession of the property.
 Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for

agreements, including airport concessions, regardless of funding source:

"The <u>(Name of Sponsor)</u>, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

following periods:

- It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the nondiscrimination in Federally-assisted programs of the DOT Acts and regulations.
- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4. It will insert non-discrimination contract clauses prohibiting discrimination based on race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such

program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.
- 21. <u>Foreign Market Restrictions.</u> It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 22. <u>Policies, Standards and Specifications.</u> It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 23. <u>Access By Intercity Buses.</u> The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the Airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 24. Disadvantaged Business Enterprises. The sponsor shall not discriminate based on race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate based on race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOTassisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this Agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).
- 25. <u>Acquisition Thresholds.</u> The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Agenda Item:	An Ordinance Amending Chapter 46 Of The City Code To Include A Landscape Plan For Certain Districts By Adding New Sections 46-207, 46- 208, 46-209 And 46-210, And Amending Existing Sections 46-202, 46-203, 46-203 And 46-205 And Repealing Sections 46-302, 46-303 And 46-304.
Summary:	The attached Landscape Plan was drafted and developed after comparison with other communities like Troy, MO; St. Anne, MO; Warrensburg, MO; and other communities of similar size to Moberly. The result is a Landscape Plan that will apply to both Residential and Commercial sites within Moberly, MO. This will provide a clearer understanding of the acceptable plans that are requested as a component of the Site Plan and Development Process. It also will provide guidance with respect to modification in the street frontage of Residential homes in Moberly. The Planning & Zoning Commission recommended approval for the request of this text amendment.
Recommended Action:	Approve this ordinance.
Fund Name:	N/A
Account Number:	N/A
Available Budget \$:	N/A

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

ORDINANCE NO: _____

AN ORDINANCE AMENDING CHAPTER 46 OF THE CITY CODE TO INCLUDE A LANDSCAPE PLAN FOR CERTAIN DISTRICTS BY ADDING NEW SECTIONS 46-207, 46-208, 46-209 AND 46-210, AND AMENDING EXISTING SECTIONS 46-202, 46-203, 46-203 AND 46-205 AND REPEALING SECTIONS 46-302, 46-303 AND 46-304.

Whereas, city staff submitted an application on October 1, 2022, to the Planning and Zoning Commission proposing amendments to Chapter 46 of the City Code to specify landscaping requirements for certain districts; and

Whereas, a public hearing was held on October 31, 2022, before the City of Moberly, Missouri, Planning and Zoning Commission to consider the application filed by Moberly City Staff at which time the application was approved; and

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

Whereas, the Moberly City Council hereby adopts the recommendations of the Planning and Zoning Commission and enacts amendments to the city code as follows.

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

SECTION ONE: Chapter 46 of the city code is hereby amended to include the following new provisions:

Sec. 46-207.- Residential Districts Landscaping. It shall be at the discretion of the individual property owners to landscape their lots; however, at any given time the following provisions shall apply:

(1) No tree or ground cover shall be planted of a type of species apt to destroy, impair, or otherwise interfere with any street improvements, sidewalks, curbs, gutters, sewer, or other public improvements. The discarding of landscape related materials in the right of way shall be subject to the Nuisance regulations of Chapter 26. The property owner shall contact the City prior to landscaping within any street right of way or utility easement.

(2) Vines of climbing plants growing over street signs, fire hydrants, or other public property shall be removed by the property owner.

(3) On a corner lot, no planting or other obstruction to vision extending to a height in excess of twenty-four (24) inches above the established street grade shall be erected, planted or maintained within the sight distance as established per Section 46-3.

(4) All landscaping shall be properly maintained according to City ordinances presently in effect. A minimum of fifty percent (50%) of all yard areas shall be comprised of natural grass. Natural grass refers to all species of grass that for the percent and are typically used for lawns such as, but not limited to, Kentucky Bluegras, because the percent and the percent areas shall be comprised of percent.

calculate into this requirement. Front yard landscaping (and side/rear yards abutting a street on corner lots) shall require a majority of natural grasses. Trees shall not be planted within six (6) feet of a property line in the side and rear yard. The individual property owner shall be responsible for such maintenance.

(5) For all multiple-family zoning districts, "R-3", a landscape plan shall accompany, or be a part of, each site plan, and no site plan shall be approved without the Planning and Zoning Commission's review and approval of said landscape plan. The landscape plan shall contain size, type and location of plantings. All "R-2" Two-Family Residential Zoning Districts shall be required to have a landscape plan which may be approved by the Administrative Officer or forwarded to the Planning and Zoning Commission for its review and approval at the discretion of the Administrative Officer. Landscaping to be completed prior to the issuance of a final occupancy permit for the structure(s).

(a) Exception to the landscape plan requirement for R-2 Two Family Residential Districts applies when a single lot is being redeveloped as a single in-fill type lot.

(6) In all residential zoning districts, above-ground fuel storage tanks shall be thoroughly screened (70% blocked visibility or more) with appropriate materials or landscaping to conceal their visibility from the right-or-way and neighboring properties.

(7) All trees shall be planted so as to maintain a minimum fifteen (15) foot setback from all levees.

Sec. 46-208.- Non-Residential Districts (Commercial/Industrial). In "B" (Commercial) and "M" Districts, the landscaping/screening requirements are as follows:

(1) Screening Requirements.

(a) All screening and buffering requirements previously set forth in the individual districts, conditional use permit, or Planned Development (PD) agreement shall be the responsibility of the lot owner or developer to install and maintain.

(b) When off-street parking areas for six (6) or more vehicles are located within or are adjoining a residential district, and where such parking areas are not entirely screened visually from such lot by an intervening building or structure, a continuous, visual screen with minimum height of six (6) feet shall be provided between the parking area and the said lot or residential district. Such screen shall consist of a solid fence or masonry wall, a compact evergreen hedge or foliage screening may be approved as an alternative by the Administrative Officer. Screening shall meet the requirements for buffering between districts per Sections 46-199 through 46-206.

(c) Protective Screening. When off-street loading areas are located within or adjacent to a residential district, and where such loading areas are not entirely screened visually by an intervening building or structure, a continuous visual screen with a minimum height of eight (8) feet shall be provided between the loading area and the said lot or residential district. Such screen shall consist of a solid fence or a masonry wall, a compact evergreen hedge or foliage screening may be approved as an alternative by the Administrative Officer. Screening shall meet the requirements for buffering between districts per Sections 46-199 through 46-206.

(2) Landscaping Requirements.

(a) A landscape plan shall accompany, or be a part of, each site plan, and no site plan shall be approved without the Planning and Zoning Commission's approval of said landscape plan. This landscape plan shall inclease the planting islands, perimeter for the planting islands, perimeter for the planting islands and shall inclease the planting islands and shall inclease the planting islands and shall inclease the planting islands are planting islands.

(b) Where off-street parking spaces are provided, a minimum of ten (10) square feet of landscaping shall be provided or as approved by the Commission. While no specific tree species or plantings are given in this Chapter, the developer or owner shall be expected to provide sufficient landscaping details on the plans at the time of submittal. The use of earth berms or sculpting shall be encouraged provided these are designed in an area of enough size so as to cause no erosion, drainage or maintenance problems.

Sec. 46-209.- Screening and Landscaping. All off-street parking facilities, with the exception of a single-family dwelling or a two-family dwelling, shall be screened and landscaped in accordance with the following design standards and Section 46-203.

(1) Planting Strip Along Property Lines.

(a) Along each property line of the zoning lot, a planting strip of four (4) feet minimum width shall be provided between said property line and the off-street parking facilities. Where parking facilities for non-residential uses abut a residential district, a sight-proof fence or hedge of not less than six (6) feet in height shall be provided along the perimeter of the off-street parking facility within the planting strip herein described and in agreement with Section 46-203.

(b) In the case of a common/shared driveway entrance/exit the requirement for a four (4) feet minimum width planting strip will be waived. However, the remainder of the site shall contain sufficient additional landscaped areas to compensate for the loss of the planting strip or a portion thereof.

(2) All off-street parking facilities shall be appropriately broken by linear planting strips or variable shaped islands in the interior of the facility. Such planting strips or islands shall be satisfactorily landscaped with trees or other suitable vegetation and shall constitute no less than five percent (5%) of the total area of the off-street parking facility excluding the four (4) foot planting strip previously mentioned.

(3) The selection of trees, hedges and other planting materials shall be approved by the Commission on recommendation by the Administrative Officer.

(4) All screening and landscaping shall be installed in conformance with the "Corner Visibility" restrictions in this Chapter.

(5) The selection of trees, hedges, and other planting materials shall be as approved on the landscape plan. Minor modifications to the landscape plan may be approved by the Administrative Officer. Substantial modifications shall be reviewed and approved by the Planning Commission.

Sec. 46-210.- Occupancy Permit. Prior to issuance of a final occupancy permit, all landscaping indicated on the approved site development plan shall be installed. If installation of landscape materials cannot be accomplished due to weather conditions or other factors, an escrow shall be established to guarantee purchase and installation of all landscape materials. The escrow shall be submitted for approval by the Administrative Officer. Upon installation of the landscape materials, the escrow shall be released by the City.

SECTION TWO: Sections 46-202, 46-203, 46-204 and 46-205 are hereby amended to provide as follows:

Sec. 46-202. – Transition buffer general provisions.

(a) *Location of buffers*. Transition buffers shall be located along those portions of a site that are along those portions of adjoining lots with a different zoning classification that require a buffer.

(b) *Responsibility for installing buffers.* The developing property shall always be responsible for providing required buffers.

Sec. 46-203. – Transition buffer specifications.

When a transition buffer is required by this Code, such transition buffer shall consist of a planting screen, landscaped berm or a fence screen meeting the specifications herein.

(1) *Planting screens*. Planting screens shall consist of trees, bushes or shrubs of a variety and so planted and kept as to be achieved within 36 months after occupancy of the premises to be screened.

a. Such screen shall have a minimum height of six feet above grade at any particular point along its length.

b. Any two-foot square segment of a planting screen shall contain no more than 30 percent open space affording a direct horizontal view through such screen if such segment is over two feet above grade.

(2) *Landscaped berm.* Adequate evidence shall be furnished demonstrating that the construction of such berm, along with any necessary culverts and ditching, will not create adverse drainage and flooding conditions on adjacent property.

a. Such berm shall be at least 30 feet in width at the base and at least four feet in height, as measured perpendicular to grade level at any point along its length. Side slopes shall have a gradient no steeper than three to one.

b. Side slopes of such berm shall be sodded or sealed so as to prevent erosion. The top of the berm shall contain a planting screen above except that the minimum height of such planting screen need be no more than three feet above the top of the berm at any particular point along its length. Construction and material of such berm shall be as approved by the zoning board of adjustment.

(3) *Fence screen.* A fence screen shall not be less than six feet, nor more than eight feet, in height above grade level, at any particular point along its length. Any two-foot square segment of such screen shall contain no more than 30 percent open space affording a direct horizontal view through such screen. Construction and material of such fence screen shall be as approved by the planning and zoning commission.

Sec. 46-204.- Transition buffer requirements.

Landscape buffers shall be provided and maintained when certain land uses are adjoining one another. This requirement is intended to help ease the land use transition between areas of varying development intensity and to ensure land use compatibility.

(1) *Determination transition buffer requirements*. The following procedure shall be followed in determining if a transition buffer is required. Using the matrix in subsection (2) of this section, transition buffer requirements, of this article:

a. Identify the minimum zoning classification required to accommodate the proposed use. These classifications are listed under proposed zoning in the first column.

b. For transition buffer requirements, identify the actual zoning classification of the abutting sites. These classifications are listed under the heading, adjoining zoning.

c. Determine if a transition buffer is required by crossing the previously identified proposed zoning with the adjoining zoning. The letter "R" indicates that a transition buffer is required, otherwise, no transition buffer is required.

(2) Transition buffer requirements.

TRANSITION BUFFER REQUIREMENTS

The heading in the second column of the matrix in subsection (2) is changed from "Adjacent zoning" to "Adjoining zoning".

Sec. 46-205. – Dumpster screening.

Dumpsters for solid waste located in B-1, B-2, B-3 and M-1 districts shall be completely screened from view of roadways and adjoining sites by fences, walls or vegetative screens. The screen shall be designed to accommodate refuse hauling equipment and provide complete visual screening of the dumpster and be compatible in material and color with the principal structure on the lot.

SECTION THREE: Sec. 46-302, Sec 46-303 and Sec. 46-304 are hereby repealed.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 19th day of December, 2022.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

To: Planning and Zoning Commission

From: Planning Staff

Subject: Agenda item 3, Text Amendment Application for Landscape Plan

Meeting: October 31, 2022

Public Hearing to consider:

Notice of a public hearing for a Text Amendment Application submitted by City of Moberly for clarification and details related to a Landscape Plan Ordinance. This Landscape Plan is being asked to be incorporated into Chapter 46, Article V.

Comments:

The attached Landscape Plan was drafted and developed after comparison with other communities like Troy, MO; St. Anne, MO; Warrensburg, MO; and other communities of similar size to Moberly. The result is a Landscape Plan that will apply to both Residential and Commercial sites within Moberly, MO. This will provide a clearer understanding of the acceptable plans that are requested as a component of the Site Plan and Development Process. It also will provide guidance with respect to modification in the street frontage of Residential homes in Moberly.

City staff:

The Landscape Plan presented was drafted and compared to several communities that are similar in design to Moberly (Size and Rural Environment). Clarification with respect to development applications was necessary to communicate expectations in the process. The City of Moberly Staff recommends approval of the proposed Landscape Plan to Chapter 46, Article V of the City Code of Ordinances.

A Text Amendment approved by Planning & Zoning Commission will require the additional approval of the City Council.

Respectfully Submitted Aaron Decker

CITY OF MOBERLY, MISSOURI ZONING & SUBDIVISION TEXT AMENDMENT APPLICATION

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

For Office Use Only:

Filing Fee:	
Date Advertised:	
Date Notices Sent	
Public Hearing Date:	

APPLICANT INFORMATION:

Applicant: City of Meberly Address: 101 w, Reed. St.	Phone: <u>460-269-7642</u> Zip: <u>65270</u>
Owner:	Phone:
Address:	Zip:
TEXT AMENDMENT PROPOSED:	
Amendment Proposed to (Check One):	
City Zoning Regulations	City Subdivision Regulations

Growth Area Subdivision Regulations		
Section to Be Amended: Chapter 46	Article	Section_207-235
Present Text: <u>46-207 - 46-235</u>	reserved	
Proposed Text: See Attachment		

Reason for Amendment: To improve and	darify Landscaping Guidelines
for both Residential 4	Commercial prophety in
Mobelly.	
Attach additiona	al sheets as needed.

IMPACT OF AMENDMENT:

Does the amendment add language to the Regulations?	Yes <u>X</u>
Does the amendment supplement an existing section?	Yes 🔏
Does the amendment modify an existing section?	Yes
Does the amendment repeal a section?	Yes

And

'Applicant's Signature

Yes $\underline{\aleph}$	No
Yes <u>A</u>	No
Yes	No <u>X</u>
Yes	No <u>X</u>

/0-1-22 Date

<u>A.</u>

Residential Districts. It shall be at the discretion of the individual property owners to landscape their lots; however, at any given time the following provisions shall apply:

<u>1.</u>

No tree or ground cover shall be planted of a type of species apt to destroy, impair, or otherwise interfere with any street improvements, sidewalks, curbs, gutters, sewer, or other public improvements. The discarding of landscape related materials in the right of way shall be subject to the Nuisance regulations of Chapter 26. The property owner shall contact the City prior to landscaping within any street right-of-way or utility easement.

[Ord. No. _____)

<u>2.</u>

Vines of climbing plants growing over street signs, fire hydrants, or other public property shall be removed by the property owner.

<u>3.</u>

On a corner lot, no planting or other obstruction to vision extending to a height in excess of twenty-four (24) inches above the established street grade shall be erected, planted or maintained within the sight distance as established per Section 46-3.

<u>4.</u>

All landscaping shall be properly maintained according to City ordinances presently in effect. A minimum of fifty percent (50%) of all yard areas shall be comprised of turf grass. Turf grass refers to all species of grass that are perennial and are typically used for lawns such as, but not limited to, Kentucky Bluegrass or perennial ryegrass. Driveways that meet and not exceed the current driveway regulations found in section 40-500 shall not calculate into this requirement. Front yard landscaping (and side/rear yards abutting a street on corner lots) shall require a majority of turf grasses. Trees shall not be planted within six (6) feet of a property line in the side and rear yard. The individual property owner shall be responsible for such maintenance.

[Ord. No._____

<u>5.</u>

For all multiple-family zoning districts, "R-3", a landscape plan shall accompany, or be a part of, each site plan, and no site plan shall be approved without the Planning and Zoning Commission's review and approval of said landscape plan. The landscape plan shall contain size, type and location of plantings. All "R-2" Two-Family Residential Zoning Districts shall be required to have a landscape plan which may be approved by the Planning and Development

Department or forwarded to the Planning and Zoning Commission for its review and approval at the discretion of the Administrative Officer. Landscaping to be completed prior to the issuance of a final occupancy permit for the structure(s). A.) Exception to the landscape plan requirement for R-2 Two Family Residential Districts applies when a single lot is being redeveloped as a single in-fill type lot.

6.

In all residential zoning districts, above-ground fuel storage tanks shall be thoroughly screened (70% blocked visibility or more) with appropriate materials or landscaping to conceal their visibility from the right-of-way and neighboring properties.

7.

All trees shall be planted so as to maintain a minimum fifteen (15) foot setback from all levees.

<u>B.</u>

Non-Residential Districts (Commercial/Industrial). In "B" (Commercial) and "M" Districts, the landscaping/screening requirements are as follows:

<u>1.</u>

Screening Requirements.

<u>a.</u>

All screening and buffering requirements previously set forth in the individual districts, conditional use permit, or Planned Development (PD) agreement shall be the responsibility of the lot owner or developer to install and maintain. [Ord. No.]

<u>b.</u>

When off-street parking areas for six (6) or more vehicles are located within or adjacent to a residential district, and where such parking areas are not entirely screened visually from such lot by an intervening building or structure, a continuous, visual screen with minimum height of six (6) feet shall be provided between the parking area and the said lot or residential district. Such screen shall consist of a solid fence or masonry wall, a compact evergreen hedge or foliage screening may be approved as an alternative by the Administrative Officer. Screening shall meet the requirements for buffering between districts per Section 46-301 through 46-306.

<u>c.</u>

Protective Screening. When off-street loading areas are located within or adjacent to a residential district, and where such loading areas are not entirely screened visually by an intervening building or structure, a continuous visual screen with a minimum height of eight (8) feet shall be provided between the

loading area and the said lot or residential district. Such screen shall consist of a solid fence or a masonry wall, a compact evergreen hedge or foliage screening may be approved as an alternative by the Administrative Officer. Screening shall meet the requirements for buffering between districts per Section 46-301 through 46-306

<u>2.</u>

Landscaping Requirements.

<u>a.</u>

A landscape plan shall accompany, or be a part of, each site plan, and no site plan shall be approved without the Planning and Zoning Commission's approval of said landscape plan. This landscape plan shall include size, type and location of plantings and shall include parking lot planting islands, perimeter plantings, and similar landscape features.

b.

Where off-street parking spaces are provided, a minimum of ten (10) square feet of landscaping shall be provided or as approved by the Commission. While no specific tree species or plantings are given in this Chapter, the developer or owner shall be expected to provide sufficient landscaping details on the plans at the time of submittal. The use of earth berms or sculpting shall be encouraged provided these are designed in an area of enough size so as to cause no erosion, drainage or maintenance problems.

<u>3.</u>

All trees shall be planted so as to maintain a minimum fifteen (15) foot setback from all levees.

<u>C.</u>

Screening And Landscaping. All off-street parking facilities, with the exception of a single-family detached dwelling or a two-family dwelling, shall be screened and landscaped in accordance with the following design standards and Section 46-302.

<u>1.</u>

Planting Strip Along Property Lines.

<u>a.</u>

Along each property line of the zoning lot, a planting strip of four (4) feet minimum width shall be provided between said property line and the off-street parking facilities. Where parking facilities for non-residential uses abut a residential district, a sight-proof fence or hedge of not less than six (6) feet in height shall be provided along the perimeter of the off-street parking facility within the planting strip herein described and in agreement with Section 46-302. <u>b.</u>

In the case of a common/shared driveway entrance/exit the requirement for a four (4) feet minimum width planting strip will be waived. However, the remainder of the site shall contain sufficient additional landscaped areas to compensate for the loss of the planting strip or a portion thereof.

<u>2.</u>

All off-street parking facilities shall be appropriately broken by linear planting strips or variable shaped islands in the interior of the facility. Such planting strips or islands shall be satisfactorily landscaped with trees or other suitable vegetation and shall constitute no less than five percent (5%) of the total area of the off-street parking facility excluding the four (4) foot planting strip previously mentioned.

<u>3.</u>

The selection of trees, hedges and other planting materials shall be approved by the Commission on recommendation by the Administrative Officer.

<u>4.</u>

All screening and landscaping shall be installed in conformance with the "Corner Visibility" restrictions of this Chapter, Section_____

<u>5.</u>

The selection of trees, hedges, and other planting materials shall be as approved on the landscape plan. Minor modifications to the landscape plan may be approved by the Administrative Officer. Substantial modifications shall be reviewed and approved by the Planning Commission.

D.

Prior to issuance of a final occupancy permit, all landscaping indicated on the approved site development plan shall be installed. If installation of landscape materials cannot be accomplished due to weather conditions or other factors, an escrow shall be established to guarantee purchase and installation of all landscape materials. The escrow shall be submitted for approval by the Administrative Officer. Upon installation of the landscape materials, the escrow shall be released by the City.

- **Agenda Item:** An Ordinance Approving A Cooperative Agreement With Moberly Community Foundation.
 - We have an area of trail/Street on the South end of town, W. Urbandale Dr. Summary: that between the RR Tracks and S. Williams has no secondary power on poles and no residences fronting this area. It is very dark, and we have significant trail use in the mornings and evening with people concerned about the dark conditions. We have put up lighting for street and trail coverage all along here where we could, but without secondary power available on these poles, this area remains very dark.

I have attached a quote from Brian Blackburn (Ameren) to install secondary along here and while it's not overly expensive, however we don't have a funding source that I can cover it from. I have requested financial assistance from Ameren and the Brian (City of Moberly). Ameren thinks they could come up with at least \$500 in the upcoming budget year and Brian felt like the City could contribute \$1,000, so the third-party group would need to come up with the remaining total to cover the installation of secondary power (\$3,827.66 + MCF fee), and I am proposing that the City would support the ongoing monthly operational costs under our street light program, if outside donations can raise enough funds to cover the remainder of secondary power cost.

Recommended

Approve this ordinance. Action:

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

Staff Report x Proposed Ordinance M_ Correspondence Proposed Resolution M_ Bid Tabulation Attorney's Report Corespondence	ayor S Jeffrey ouncil Member		
P/C Recommendation Petition M_ P/C Minutes Contract M_ Application Budget Amendment M_ Citizen Legal Notice M_ Consultant Report Other_ M_	SKimmons SKyser	Passed	Failed

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH MOBERLY COMMUNITY FOUNDATION.

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

SECTION ONE: Attached hereto is a Cooperative Agreement with the Moberly Community Foundation to assist with fundraising for the installation of light poles on Urbandale Avenue.

SECTION TWO: 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 THREE: 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 19th day of December, 2022.

ATTEST:

Presiding Officer at Meeting

Shannon Hance, MRCC, City Clerk

#6.

COOPERATIVE AGREEMENT FOR FUNDING LIGHT POLES

THIS COOPERATIVE AGREEMENT FOR FUNDING LIGHT POLES (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 MOBERLY COMMUNITY FOUNDATION ("MCF"), a Missouri nonprofit corporation, ("MCF").

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. MCF desires to participate in providing safe, lighted sidewalks and trails for Moberly residents in the Urbandale neighborhood in Moberly, Missouri by serving as a conduit to pass donated funds to the City to offset installation costs for three light poles on Urbandale Street.

C. The City is a willing to coordinate and pay for costs associated with the installation of three light poles provided a certain threshold of donations are received prior to the start of the project. MCF will accept donations to pass along to the City to offset installation costs.

D. The Parties have received a quote from Ameren in the amount of \$3,827.66 for the installation of three light poles with secondary power on Urbandale Street.

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. The City agrees to undertake the installation of three light poles by contracting with Ameren for the project. The City agrees to make payment to Ameren for the estimated cost of the project. The City will be responsible for the coordination and administration of the project. The City's obligation to start the project is conditioned upon MCF receiving at least \$2,827.66 in donations for the project.

2. Reimbursement and Contributions. The City agrees to contribute \$1,000.00 to the costs of the light poles and the monthly costs of electrical service. Costs in excess of these contributions may be paid by the City prior to the City having received any contributions from MCF. In this instance MCF agrees to reimburse the City for those monies in an amount not to exceed \$2,827.66

3. Donations.

MCF agrees to begin actively accepting contributions for the Project from all interested parties upon the execution of this Agreement. MCF is hereby obligated to pass those donations along to the City. If, within one year's time from the execution of the Agreement, MCF does not receive the minimum \$2,827.66 in donations then their obligation to accept and pass along donations for the project shall end. Any donations received may then be refunded by MCF.

4. 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 MCF and Ameren or any successor, assign, heir or personal representative of MCF and Ameren in respect of any suit, claim, or cause of action arising out of this Agreement and MCF hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City shall be personally liable to MCF or Ameren or the successors, assigns, heirs or personal representatives of MCF or Ameren in the event of any default or breach by any party under this Agreement.

5. 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 MCF:	Moberly Community Foundation P.O. Box 32 Moberly, MO 65270 Attn: Chairman

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.

6. 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.

7. Relationship of the Parties; No Third Party Right. Nothing contained in this Agreement nor any act of MCF, Ameren 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.

8. 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.

9. 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 MCF, the City, and Ameren and their respective successors and permitted assigns.

10. 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, MCF and Ameren 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")

Ву: ____

Mayor

ATTEST:

By: _____ Shannon Hance, City Clerk

Moberly Community Foundation

By:_____ Bob Riley, Chairman

ATTEST:

By:_____ Greg Hodge, Secretary

CHRGPRNT AMEREN MISSOURI 08/27/22 PRICE OUOTATION AND AUTHORIZATION COMPANY: UEC REGION: 019 DISTRICT: 2DLD W/R# 104771 CREW HQ: 06NXXX WPA: 270 STATUS: 20 ON 01/13/22 DESIGN SCHEME NUMBER: PROJECT NAME: QUOTE JOB - SIMP - NOT FOR CONSTRUCTION TAX AREA: 065270 JOB ADDRESS: 0, URBANDALE, MOBERLY PREMISE: JOB DESCRIPTION: SYSTEM WORK NON-STANDARD CHARGES: \$4,165.66 CUSTOMER ENTITLEMENT: (LESS) \$0.00 REVENUE OFFSET: (LESS) \$338.00 SUBTOTAL \$3,827.66

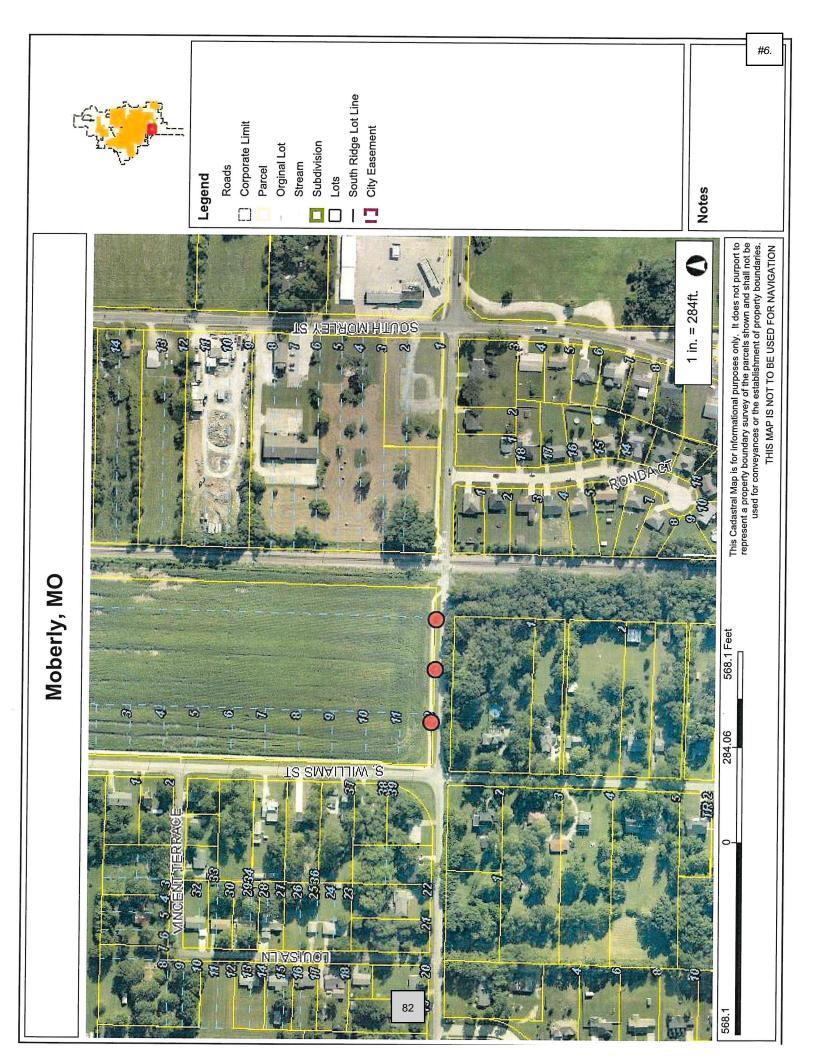
STANDARD CHARGES:

BILLING INFO:	CITY OF MOBERLY 0,URBANDALE		
	MOBERLY	MO 65270	
AUTHORIZED BY:	Brian Blackburn		NAME
			POSITION
		PHONE	

PURCHASE ORDER NO. IF APPLICABLE

MOBERLY, MO 65270

THIS QUOTATION IS FIRM ONLY IF ACCEPTED BY 11/25/22 AND IF CUSTOMER FULFILLED NECESSARY REQUIREMENTS FOR AMEREN MISSOURI TO COMMENCE WORK BY 02/23/23



#7.

Agenda Item:	A Resolution Approving Extending The Lease Agreement With Marine Toys For Tots Foundation For Property Located At 218 W Reed Street And Authorizing The City Manager To Execute The Lease.
Summary:	Toys for Tots had requested the use of 218 W. Reed for their 2022 collection, and distribution, campaign. This agreement with the city began October 1, 2022 through December 31, 2022. Toys for Tots has requested the use of this facility for another 2 months until they are able to find a building to place their items in as the current property they was asked to vacate. The lease agreement presented sets forth the rights and liabilities of the participating parties. Toys for Tots is agreeable to paying \$1 for each month the unit is rented.
Recommended Action	Approve this resolution.
Fund Name:	
Account Number:	

Available Budget \$:

TTACHMENTS:		Roll Call	Aye	Nay
Memo	Council Minutes	Mayor		
Staff Report	Proposed Ordinance	M S Jeffrey		
x Correspondence	x Proposed Resolution			
Bid Tabulation	Attorney's Report	Council Member		
P/C Recommendation	Petition	M S Brubaker		
P/C Minutes	Contract	M S Kimmons		
Application	Budget Amendment	M S Kyser		
Citizen	Legal Notice	M S Lucas		
Consultant Report	Other		Passed	Failed

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

WHEREAS, Marine Toys for Tots Foundation ("Marine") rented retail office space from the City at 218 W Reed Street for a charitable holiday fund raising venture which lease was approved on August 15, 2022; and

WHEREAS, the current lease terminates on December 31, 2022 and Marine has requested that the lease be extended until March 1, 2023, upon the same terms and conditions; and

WHEREAS, staff recommends that the lease be extended upon the same terms and conditions.

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

RESOLVED this 19th day of December, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

LEASE EXTENSION

Attached hereto is a certain lease agreement between the City of Moberly, Missouri and Marine Toys for Tots for property located at 218 W. Reed Street which lease terminates on December 31, 2022. The parties hereby agree to extend the lease on the existing terms and conditions until March 1, 2023.

IN WITNESS WHEREOF, the parties enter into this Lease Extension this 19th day of December, 2022.

CITY OF MOBERLY, MISSOURI

MARINE TOYS FOR TOTS

By: Brian Crane, City Manager

By:

City of Moberly City Council Agenda Summary

Agenda Item:	A Resolution Accepting The Bid Of And Authorizing Contracting With Professional Metal Fabricators, LLC For Roof Repairs To Rothwell Park Shelter #5.
Summary:	Shelter 5 roof is decades old and has holes scattered throughout. It needs replaced and was budgeted for in the current budget year. The trusses are also estimated at 50-60 years old – nearly as old as the old ag. barns – and have signs of deterioration and carpenter bee damage. Truss replacement, metal gables (as opposed to the current deteriorated wood), and a new metal roof is the scope of what we bid out. In-house, we will replace the final 4 posts prior to work starting on the roof. We will remove the existing electrical. And we will then work with the Lion's Club for updated electrical that is up to code and LED lighting.
Recommended Action:	Approve the Resolution.
Fund Name:	Parks – Capital Improvement
Account Number:	115.041.5502
Available Budget \$:	\$26,750.83

ATTACHMENTS:		Roll Call	Aye	Nay
Memo Staff Report Correspondence	Council Minutes Proposed Ordinance X Proposed Resolution	Mayor MS Jeffrey		
X Bid Tabulation	Attorney's Report	Council Member		
P/C Recommendation	Petition	MSBrubaker		
P/C Minutes	Contract	M S Kimmons		
Application	Budget Amendment	M S Kyser		
Citizen	Legal Notice	M S Lucas		
Consultant Report	Other:		Passed	Failed

A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING CONTRACTING WITH PROFESSIONAL METAL FABRICATORS, LLC FOR ROOF REPAIRS TO ROTHWELL PARK SHELTER #5.

WHEREAS, the Parks and Recreation Department solicited bids by way of a Request for Qualifications ("RFQ") from qualified contractors to make roof repairs to Shelter #5 at Rothwell Park; and

WHEREAS, three responses were received with the bid of Professional Metal Fabricators, LLC in the amount of \$26,506.00 being the lowest responsible bid for material, equipment and labor to reconstruct the roof on shelter #5; and

WHEREAS, City staff recommends acceptance of the bid and Proposal (attached) which incorporates the terms of the RFQ.

THEREFORE, the Moberly, Missouri, City Council accepts the bid of Professional Metal Fabricators, LLC and authorizes the City Manager to contract for reconstruction of the roof of shelter #5 at Rothwell Park and to take such other and further actions necessary to carry out the intent of this Resolution.

RESOLVED this 19th day of December, 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Shelter 5 Roof

CITY OF MOBERLY

"BID OPENING" Sign-In Sheet

Date: 12/02/2022

Name

Shannon Hance

Michael King _____

For Boc,

Company

City of Moberly, MO

Protessical Metal Fatomatore

City of Moberly



CITY OF MOBERLY

"BID OPENING"

Date: 12/02/2022 2pm

Home Perfect Exteriors UC	\$ 62,753.61
PCE	$s_{49,940.00}, t 1,250.00$
DAAF	\$
PMF	\$\$\$\$\$\$
	\$
	\$
	\$
	\$\$
	\$
	\$

89 \$



Home Perfect Exteriors, LLC 13016 Manchester Rd Des Peres, MO 63131 Phone: 636-541-5191

Company Representative Jack Buck Phone: (314) 706-7143 jack@homeperfectexteriors.com Shelter 5 Roof and Framing Replacement

Job: City of Moberly Shelter 5

12/02/2022

#8.

Moberly, MO 65270

Shelter 5

Home Perfect Exteriors proposes to supply necessary materials, tools, labor and equipment to furnish and replace entire truss system, install new exposed fastener metal roof system and associated trim on property listed above

1. Install landscape protection around property to ensure vegetation and vulnerable areas are well protected throughout demolition phase of the project.

2. Remove existing metal roof and entire truss system and dispose of 2a: All electrical components will be detached and left to be reconnected by others

3. Furnish and install approved truss system

4: Fabricate on-site and install metal roofing panels and trim: exposed fastener 26 gauge, 16" Galvalume, Kynar 500 Finish

5. Fabricate on-site and install metal wall panels and trim where existing: exposed fastener 26 gauge, 16" Galvalume, Kynar 500 Finish

NOTE: Sealed blueprints and building permits to be obtained by Home Perfect Exteriors

Please note: Oil canning is a common occurrence with metal roofing and is not cause for rejection. All work come with a 10 Year Workmanship Warranty and a 45 Year Limited Material Warranty through the manufacturer. Paint finish comes with a 45 Year Limited Warranty.

\$62,753.61

TOTAL

\$62,753.61

Starting at \$627/month with * Acorn • APPLY

Terms and Conditions

1. Home Perfect Exteriors Obligations:

Home Perfect Exteriors will supervise and direct all work, using commercially reasonable skill and attention. All work will be completed in a a. workmanlike manner, according to standard industry practices.

Home Perfect Exteriors will furnish Owner with lien waivers upon completion of the Work and payment in full by Owner. b.

2. **Owner's Obligations:**

Payment: Owner will pay half (1/2) or ACV + deductible (if this is an insurance job) of the contract price upon acceptance and execution of a. the Proposal, before any work is to be performed. The remaining balance of the contract shall be due and payable upon Owner's receipt of Home Perfect Exteriors invoice, which shall occur upon completion of each trade. For Owner's convenience, Home Perfect Exteriors accepts all major credit cards; provided however, if a credit card is used for payment, a 3% fee will apply per transaction. Owner shall be required to pay interest on all past due amounts of more than 30 days at the interest rate of 1.5 month until paid in full. In the event that Home Perfect Exteriors initiates or pursues any action or proceeding to collect amounts owe r the Contract, Home Perfect Exteriors will be entitled to recover all 90

City of Moberly Shelter 5 204 Rothwell Park Road

costs and expenses incurred, including, but not limited to, attorneys' fees, expert fees, and costs and expenses of litigation, including, bu #8.

- b. Insurance: Owner will carry property, casualty, fire and other insurance related to the work contained in this Contract.
- c. Access: Owner grants full access to the subject property for staging and execution of work unless otherwise agreed in writing.

3. The Contract: As used herein, the term "Contract" consists of (1) Home Perfect Exteriors Proposal; (2) Home Perfect Exteriors Terms & Conditions; and (3) Home Perfect Exteriors Authorization Form.

4. Scope of Work: No labor or materials will be furnished except as specified herein or agreed to in writing. All changes to the scope of work set forth in this Contract must be done in writing and signed by both parties. Home Perfect Exteriors rights and remedies extend to changes to the scope of work unless otherwise agreed to in writing. Moreover, the specified work and quoted price is subject to change upon discovery of any latent and/or hidden defects. Accordingly, while Home Perfect Exteriors will take field measurements of existing conditions related to Home Perfect Exteriors work, and shall observe any conditions at the site affecting it, these measurements and observations are solely for the purpose of facilitating coordination and construction by Home Perfect Exteriors and are not for the purpose of discovering any unknown conditions or latent issues related to the site. Therefore, if Home Perfect Exteriors encounters conditions at the site that are unknown or differ materially from those ordinarily found to exist, Home Perfect Exteriors shall promptly notify the Owner. These conditions may cause an increase or decrease in the contract price or scheduled timeline required for the performance of Home Perfect Exteriors work. If this should occur, Home Perfect Exteriors shall negotiate an adjustment to the contract price/sum or timeline with the Owner. Any alteration or deviation from specifications outlined in the Contract involving extra costs must be executed upon written consent of both parties. If the Owner does not agree to the extra cost or time due to the unknown condition, Home Perfect Exteriors may terminate this Contract for cause and cease all operations. In the event that this Contract is terminated, Home Perfect Exteriors will be entitled to receive payment only for the work performed, materials supplied, and any other costs incurred, along with 10% margin for overhead and profit. Notwithstanding anything contained herein to the contrary, in the event the work to be performed under this Contract is to be paid under a property and casualty insurance policy, Owner shall have the right to cancellation as set forth in Section 20 below, and Home Perfect Exteriors shall have the right to terminate this Contract upon notice to Owner if the scope of work and/or the consideration for the scope of work identified by owner's insurer is unacceptable to Home Perfect Exteriors in its sole and absolute discretion.

5. Warranty: Home Perfect Exteriors warrants that the work will be performed in a workmanlike manner. Home Perfect Exteriors Limited Warranty, issued upon the completion of the work and after receipt of payment by Home Perfect Exteriors of the full contract price, is incorporated herein by reference. Owner shall notify Home Perfect Exteriors in writing of any leaks alleged to have been caused by Home Perfect Exteriors workmanship or materials within three (3) days following discovery of said leaks. Owner agrees that Home Perfect Exteriors shall be provided with a reasonable opportunity after such written notification to inspect and repair any workmanship defects. All defects shall be inspected and any defect in workmanship deemed attributable to Home Perfect Exteriors work will be corrected free of charge. In the event Home Perfect Exteriors determines that the alleged defect is not the fault of Home Perfect Exteriors, or is not covered under any applicable warranty, Owner agrees to pay Home Perfect Exteriors a reasonable service fee for the site visit and inspection. Home Perfect Exteriors HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY WARRANTED HEREIN.

6. Unknown Conditions. Home Perfect Exteriors shall not be responsible for any existing mold, hazardous substances or any interior damage resulting from such mold or hazardous substances, concealed, unknown or unusual conditions and defective work, existing code violations or issues that may have been caused by Owner or the prior work, and labor or materials performed by third parties or others that are not employed by Home Perfect Exteriors. Home Perfect Exteriors scope of work shall not include the identification, detection, abatement or removal of asbestos or similar hazardous substances. If Home Perfect Exteriors discovers such products or materials in the course of performing its works and Home Perfect Exteriors determines that such materials present a hazard to Home Perfect Exteriors' team, Home Perfect Exteriors shall have the right to discontinue its work and remove its team from the worksite until such products or materials are located and abated, encapsulated or removed, or it is determined that no hazard exists.

7. Safety. The worksite is an active construction site and is not safe for non-essential personnel or persons who do not hold the proper safety credentials. All Home Perfect Exteriors employees and subcontractors are trained to follow safety guidelines established by applicable industry and governmental standards. For the Owner's safety and the safety of others, Home Perfect Exteriors prohibits anyone other than the members of the Home Perfect Exteriors' team to be in, under, or around the worksite during construction. If someone other than a member of Home Perfect Exteriors' team must be on site, Owner shall make arrangements with Home Perfect Exteriors for a temporary stoppage of work if access to, or through, the area is required. If delays are deemed to have been caused by a violation of this provision, additional expenses may be added to the final invoice.

8. <u>Default.</u> The occurrence of any of the following shall constitute an Event of Default under the Contract : (a) the failure of Owner to make any required payment under this Contract when due and payable; (b) the insolvency or bankruptcy of Owner; (c) the subjection of any of Owner's property to any levy, seizure, general assignment for the benefit of creditors or by any creditor or governmental agency; and (d) the breach by Owner of any of its obligations under this Contract.

9. <u>Remedies</u>. In addition to any and all other rights Home Perfect Exteriors may have at law or in equity, upon the occurrence of an Event of Default by Owner, Home Perfect Exteriors may terminate this Contract by providing written notice of the same to Owner. In the event of termination, Home Perfect Exteriors shall be entitled to payment for any work performed by Home Perfect Exteriors. If either party shall seek to enforce this Contract, or any duties or obligations arising out of this Contract, then the prevailing party in such proceedings shall receive, in addition to all other rights and remedies to which such party is entitled, such party's reasonable costs and expenses incurred in such proceedings, including reasonable attorney's fees.

10. <u>Representations and Warranties of Owner</u>. Owner represents and warrants to Home Perfect Exteriors that: (a) Owner is the true and lawful owner of the real estate and home or building located on the real estate, (b) the home or building that is the subject of this Contract is fully and completely located within the boundaries of the real estate owned by the Owner, and (c) Owner has all necessary power and authority to enter into this Contract.

11. Force Majeure: Home Perfect Exteriors is not responsible for and Owner may not hold Home Perfect Exteriors liable for any delay or inability to perform caused by acts of God, weather, pandemic, virus Perfect Exteriors control.

12. <u>Assignment:</u> If Home Perfect Exteriors is unable to complete work for any reason, it may assign its obligations hereunder to 4.

13. <u>**Right of Contractor to Terminate Contract:**</u> Owner may terminate this Contract by written notice to Home Perfect Exteriors at anytime within three (3) business days of the date hereof, without penalty. Home Perfect Exteriors reserves the right to terminate this Contract for convenience within three (3) business days of the date hereof, without penalty. Owner understands, however, that upon the execution of this Contract, Home Perfect Exteriors shall proceed promptly to locate materials, arrange for labor, and engage in other activities necessary to complete the job, all of which constitute the work under this Contract. Therefore, should Owner terminate this Contract for convenience after three (3) business days of the date hereof, Owner shall pay Home Perfect Exteriors the fair and reasonable value for work performed up to the date of termination.

14. Indemnity: Owner hereby agrees to indemnify and hold harmless Home Perfect Exteriors and its subcontractors, agents, employees, and representatives against all claims, losses, damages, costs, injuries, or damages of any kind or nature (including reasonable attorneys' fees') to the extent caused by (a) the negligent acts or omissions of the Owner, its agents, employees and representatives and (b) any breach by Owner of any duties or obligations arising out of this Contract.

15. Limitation of Liability: IN NO EVENT SHALL HOME PERFECT EXTERIORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO HOME PERFECT EXTERIORS PURUSANT TO THIS CONTRACT. IN NO EVENT SHALL HOME PERFECT EXTERIORS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES AND/OR LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS CONTRACT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT OWNER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

16. <u>Venue and Choice of Law:</u> This Contract and the services provided hereunder will be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of law rules. The Owner and Home Perfect Exteriors agree that any actions or proceedings arising directly, indirectly or otherwise in connection with or related to this Contract shall be litigated only in the courts located in St. Louis County, Missouri.

17. Entire Agreement: The "Contract", representing the entire agreement between the parties, consists of (1) Home Perfect Exteriors Proposal; (2) Home Perfect Exteriors Terms & Conditions; and (3) Home Perfect Exteriors Supplemental Owner Information. These documents form the entire agreement between Home Perfect Exteriors and Owner and are incorporated by reference in full, as if repeated herein. The Contract Documents supersede any and all prior negotiations, agreements, statements and understandings between the parties related to the work to be performed under the Contract. The Contract is binding upon the heirs, executors, administrators, successors, and assigns of the Owner.

18. <u>Severability:</u> The partial or complete invalidity of any one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of the Contract, or to exercise any right, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right.

19. Independent Contractor. In performing its obligations under this Contract, Home Perfect Exteriors shall be deemed an independent contractor and not an agent of employee of Owner. Home Perfect Exteriors shall have exclusive authority to manage, direct and control the work performed pursuant to this Contract.

20. <u>Notice of Cancellation</u>. If the work to be performed under this Contract is to be paid under a property and casualty insurance policy, Home Perfect Exteriors has delivered to Owner simultaneously with the execution of this Contract, a Notice of Cancellation in accordance with RSM0 § 407.725 in the form attached hereto as <u>Exhibit A</u>.

21. <u>Mechanics Lien Notice</u>. NOTICE TO OWNER

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

22. <u>Execution</u>. This Contract may be executed and delivered by facsimile or scanned e-mail transmission as so executed.

<u>Exhibit A</u>

NOTICE OF CANCELLATION

If you are notified by your insurer that all or any part of the claim or contract is not a covered loss under the insurance policy, you may cancel the contract by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice to Home Perfect Exteriors, LLC at 13016 Manchester Rd., Des Peres, MO 63131 at any time prior to midnight on the fifth business day after you have received such notice from your insurer. If you cancel, any payments made by you under the contract, except for certain emergency work already performed by the contractor, will be returned to you within ten business days following receipt by the contractor of your cancellation notice.

(date)

(Insured's signature).

Company Authorized Signature

Customer Signature

Customer Signature

12/02/2022 Date

Date

Date



December 1, 2022

Moberly Parks & Rec Shelter 5 Roof

PCE is pleased to provide a quote for the work as described below and RFQ:

Base Bid: <u>\$49,940</u>

-New roof system to match existing roof system on existing 2x's for truss bearing (painted lumber noted in picture)
-Demo existing trusses and roof panels
-Set new trusses w/ hurricane clips
-New 2x4 purlins
-Fasten new metal roof (standard color approved by owner) and gable panels (29 gauge)

Voluntary ADD Structural evaluation: \$1,250

-If required, have a structural engineer evaluate the existing roof design is adequate

Exclusions: -Electrical -Painting

Notes: No truss companies contacted will use treated/CCA lumber for trusses above price is for standard truss material. No bond included (can be provided for additional cost), Insurance can be submitted upon request.

If you have any questions or comments, please do not hesitate to contact me. Respectfully,

Brian Dennison Project Coordinator Phone: (573) 442-1113 Ext.223 Cell: (573) 881-2035 Fax: (573) 875-4478



ELECTRIC BY PARKS & REC



TRUSSES AND ROOF PANELS TO BE REPLACED WITH NEW

96

PAINTED WOOD TO STAY UNLESS NOTED OTHERWISE

City of Moberly Request For Quotations

The City of Moberly, Missouri ("City"), is inviting bids from qualified vendors for the following purchase: *"Shelter 5 Roof"*

Statement of Intent

The City intends to make the following repairs to the following facilities:

Project Scope

Shelter 5 in Rothwell Park is located at 204 Rothwell Park Road. We are seeking bids on a roofing project for this shelter with the following parameters:

- Must comply with City building codes (the City adopted the 2021 building code).
- Must utilize industry best practices.
- Must use #1 grade wood, CCA treated trusses.
- Green metal roof and gables, standard profile.
- Specify methodology including hurricane straps or truss timber lock fasteners.

Submittal of Bids

Bidders shall submit quotations to:

Shannon Hance

Kay Galloway, City Clerk Moberly City Hall 101 West Reed Street Moberly, Missouri, 65270.

Quotations will be accepted until 2:00 p.m. on Friday December 2, 2022. Quotations received after this date and time will be rejected. It shall be the sole responsibility of the bidder to have their Quotation delivered to the City Clerk for receipt on or before the due date and time indicated. If a Quotation is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City Clerk's office. Quotations delayed by mail shall not be considered, shall not be opened, and shall be rejected.

Quotations shall be submitted in a sealed envelope clearly marked with "*Shelter 5 Roof*," the bidder's legal company name, and the date and time for bid opening clearly and legibly marked on the outside.

Products and prices included in the Quotation may not be withdrawn for a period of Sixty (60) days after the date of Quotation opening without the express written consent of the City.

Quotation Opening

All Quotations will be publicly opened and read aloud at the City Clerk's Office in Moberly City Hall at 2:00 p.m. on Friday December 2, 2022.

General Provisions Related to the Bidding Process

Substitute Materials or Work

Substitute materials or work shall not be permitted and bids submitted that do not correspond to the specifications provided with the Request for Quotation will be rejected as non-responsive.



Reservation of Rights

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the Quotation process, to award any Quotation or portion of a Quotation which is deemed to be the best and/or most advantageous to the City of Moberly, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

Errors and Omissions by the City

No bidder shall be permitted to use to his or her advantage any error or omission in this Request for Quotation or related specifications.

Interpretation of Specifications or other Contract Documents Prior to Bidding

If any person contemplating submission of a Quotation for items contained in this Request for Quotations is in doubt regarding the true meaning of any part of the Request for Quotations documents or has any questions about the technical specifications or project, he or she may submit to Troy Bock, an e-mail at tbock@cityofmoberly.com requesting an interpretation or correction of the Request for Quotations documents not later than Friday November 25, 2022. Any interpretation or correction to the Request for Quotations documents will be made by the City by addendum and will be mailed, e-mailed, faxed, or delivered to each bidder of record not less than three (3) days prior to Quotation opening. It shall be the responsibility of each bidder, prior to submitting their Quotation, to contact the person noted in this section to determine if addenda were issued and to make such addenda a part of their Quotation.

Corrections

No erasures permitted. If a correction is necessary, draw a line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Quotation.

Modifications

A modification for a Quotation already received will be considered only if the modification is received prior to the time announced for opening of Quotations. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Quotation. Modifications submitted by telephone, fax, or email will not be considered.

RFQ Expenses

All expenses for making Quotations to the City are to be borne by the bidder.

Prices

All prices shall be F.O.B. destination 101 W. Reed Street, Moberly, Missouri, 65270. No other costs will be permitted the successful bidder beyond those stated in the Quotation, except by express written consent of the City in accordance with applicable contract documents.

Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Quotation price and not shown separately. The price as shown on the Quotation shall be the price used in determining award(s).

Collusion

By offering a submission to this Request for Quotation, the bidder certifies the bidder has not divulged, discussed, or compared the Quotation with other bidders and has not colluded with any other bidder or parties to this RFQ whatsoever. Also, the bidder certifies that in connection with this RFQ:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- Any prices and/or cost data for this Quotation have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition.

Insurance Requirements

Bidders are informed that the successful bidder will be required to obtain insurance coverage, which shall contain an endorsement, addendum, or rider amending the general liability policy to include the city as an additional insured, for the following types of insurance and in the following minimum amounts:

۰	Worki	nen's Compensation Insurance	\$1 million/occurrence, \$2 million aggregate
•	Comp	rehensive General Liability	
	0	Bodily injury, including death	\$1 million/occurrence, \$2 million aggregate
	0	Property Damage	\$1 million/occurrence, \$2 million aggregate
•	Comp	rehensive Automobile Liability	
	0	Bodily injury, including death	\$1 million/occurrence, \$2 million aggregate
	0	Property Damage	\$1 million/occurrence, \$2 million aggregate

Federal Work Authorization Program and Proof of Lawful Presence

- Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services.
 - E-Verify is a qualified federal work authorization program. Additional information about E-Verify can be found at <u>www.uscis.gov/everify</u>.
- Bidders shall also sign and submit with the bid an affidavit affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

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Prevailing Wage

As of August 28, 2018, Missouri's Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on Missouri public works construction projects valued at more than \$75,000, such as bridges, roads, and government buildings. The prevailing wage rate differs by county and for different types of work. More information can be found at: https://labor.mo.gov/DLS/PrevailingWage/pwContractors

Variances

Bidders must detail any variances from the City requested specifications and/or terms and conditions, on the bid submittal.

Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

Commencement and Completion of Work

The Work may commence after December 19, 2022, and shall be completed no later than March 31, 2021, subject to Excusable Delays. Excusable Delays shall be delays or temporary inability to commence, complete or proceed in accordance with the foregoing schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the contractor which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the City, acts of war or civil insurrection, or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather.

Authorized Product Representation, Legal Name, and Signature

Quotations shall clearly indicate the legal name and signature, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). The signer shall have the authority to bind the company to the submitted Quotation.

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

Brian Dennison, PLE Brown

Date

City of Moberly City Hall 101 West Reed Street Moberly, MO 65270 Troy Bock (660) 263-4420

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute § 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver same to the District prior to or contemporaneously with the execution of its contract with the District;
- 2) Affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent verified by E-Verify), or to be provided, by your company to the District;
- Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute § 285.530, or any regulations issued thereto;
- 5) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- 6) Agrees to comply with any state of federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute § 285.530, and
- 7) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

Authorized Company Official's Name: Professional Contractors & Engineers Inc.

Signature of Company Official: _	brah
Date: <u>12/1/22</u>	

101



7511 Liberty Road Jefferson City, MO 65101-8685

December 2, 2022

City of Moberly

Jefferson City, Mo

Proposal No. J-0107

Professional Metal Fabricators Mike King Project Manager 816-352-5374

Attention: Kay Galloway/Troy Bock

WE PROPOSE, to furnish labor and materials to demo, fabricate, and install new roof on shelter 5 as follows for the sum \$26,506.00.

- All trusses/gables to demo and replace with <u>#1 grade Kiln dried CCA treated wood trusses</u>.
- Installation will comply with city building codes and manufacture recommendations
- Hurricane clips will be used at trusses to joist and Timberlok from purlins to truss.
- Green metal (color to confirm by owner) G-rib roofing and gables. Ridge cap and fascia included.
- All fasteners for metal to be color match
- Pricing includes equipment rentals, dump fees, material delivery, and removal of existing trusses and roof.

Exclusions: Anything not explicitly described above. Electrical of any type. No foreseen coordination with other trades.

Cost of Materials is reflected as of the current proposal date and is subject to change due to fluctuation in costs. If by your request, an updated cost is needed it will be issued with a purchase order.

Progress billings at the end of each month. – Payment Terms: Net 30 days unless contract states otherwise. This price does not include sales tax unless specifically stated in the proposal.

Presented by:

Accepted by:

Mike King

Client Signature:



City of Moberly

Request For Quotations

The City of Moberly, Missouri ("City"), is inviting bids from qualified vendors for the following purchase: "Shelter 5 Roof"

Statement of Intent

The City intends to make the following repairs to the following facilities:

Project Scope

Shelter 5 in Rothwell Park is located at 204 Rothwell Park Road. We are seeking bids on a roofing project for this shelter with the following parameters:

- Must comply with City building codes (the City adopted the 2021 building code).
- Must utilize industry best practices.
- Must use #1 grade wood, CCA treated trusses.
- Green metal roof and gables, standard profile.
- Specify methodology including hurricane straps or truss timber lock fasteners.

Submittal of Bids

Bidders shall submit quotations to:

Shannon Hance

Kay Galloway, City Clerk Moberly City Hall 101 West Reed Street Moberly, Missouri, 65270.

Quotations will be accepted until 2:00 p.m. on Friday December 2, 2022. Quotations received after this date and time will be rejected. It shall be the sole responsibility of the bidder to have their Quotation delivered to the City Clerk for receipt on or before the due date and time indicated. If a Quotation is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the City Clerk's office. Quotations delayed by mail shall not be considered, shall not be opened, and shall be rejected.

Quotations shall be submitted in a sealed envelope clearly marked with "*Shelter 5 Roof*," the bidder's legal company name, and the date and time for bid opening clearly and legibly marked on the outside.

Products and prices included in the Quotation may not be withdrawn for a period of Sixty (60) days after the date of Quotation opening without the express written consent of the City.

Quotation Opening

All Quotations will be publicly opened and read aloud at the City Clerk's Office in Moberly City Hall at 2:00 p.m. on Friday December 2, 2022.

General Provisions Related to the Bidding Process

Substitute Materials or Work

Substitute materials or work shall not be permitted and bids submitted that do not correspond to the specifications provided with the Request for Quotation will be rejected as non-responsive.

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Reservation of Rights

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the Quotation process, to award any Quotation or portion of a Quotation which is deemed to be the best and/or most advantageous to the City of Moberly, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

Errors and Omissions by the City

No bidder shall be permitted to use to his or her advantage any error or omission in this Request for Quotation or related specifications.

Interpretation of Specifications or other Contract Documents Prior to Bidding

If any person contemplating submission of a Quotation for items contained in this Request for Quotations is in doubt regarding the true meaning of any part of the Request for Quotations documents or has any questions about the technical specifications or project, he or she may submit to Troy Bock, an e-mail at tbock@cityofmoberly.com requesting an interpretation or correction of the Request for Quotations documents not later than Friday November 25, 2022. Any interpretation or correction to the Request for Quotations documents will be made by the City by addendum and will be mailed, e-mailed, faxed, or delivered to each bidder of record not less than three (3) days prior to Quotation opening. It shall be the responsibility of each bidder, prior to submitting their Quotation, to contact the person noted in this section to determine if addenda were issued and to make such addenda a part of their Quotation.

Corrections

No erasures permitted. If a correction is necessary, draw a line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Quotation.

Modifications

A modification for a Quotation already received will be considered only if the modification is received prior to the time announced for opening of Quotations. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Quotation. Modifications submitted by telephone, fax, or email will not be considered.

RFQ Expenses

All expenses for making Quotations to the City are to be borne by the bidder.

Prices

All prices shall be F.O.B. destination 101 W. Reed Street, Moberly, Missouri, 65270. No other costs will be permitted the successful bidder beyond those stated in the Quotation, except by express written consent of the City in accordance with applicable contract documents.

12-2-22 MIL

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Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Quotation price and not shown separately. The price as shown on the Quotation shall be the price used in determining award(s).

Collusion

By offering a submission to this Request for Quotation, the bidder certifies the bidder has not divulged, discussed, or compared the Quotation with other bidders and has not colluded with any other bidder or parties to this RFQ whatsoever. Also, the bidder certifies that in connection with this RFQ:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- Any prices and/or cost data for this Quotation have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition.

Insurance Requirements

Bidders are informed that the successful bidder will be required to obtain insurance coverage, which shall contain an endorsement, addendum, or rider amending the general liability policy to include the city as an additional insured, for the following types of insurance and in the following minimum amounts:

0	Workı	nen's Compensation Insurance	\$1 million/occurrence, \$2 million aggregate
•	Comp	Comprehensive General Liability	
	0	Bodily injury, including death	\$1 million/occurrence, \$2 million aggregate
	0	Property Damage	\$1 million/occurrence, \$2 million aggregate
•	Comprehensive Automobile Liability		
	0	Bodily injury, including death	\$1 million/occurrence, \$2 million aggregate
	0	Property Damage	\$1 million/occurrence, \$2 million aggregate

Federal Work Authorization Program and Proof of Lawful Presence

- Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services.
 - E-Verify is a qualified federal work authorization program. Additional information about E-Verify can be found at <u>www.uscis.gov/everify</u>.
- Bidders shall also sign and submit with the bid an affidavit affirming that it does not and will not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

12-2-22 MIK

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Prevailing Wage

As of August 28, 2018, Missouri's Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on Missouri public works construction projects valued at more than \$75,000, such as bridges, roads, and government buildings. The prevailing wage rate differs by county and for different types of work. More information can be found at: https://labor.mo.gov/DLS/PrevailingWage/pwContractors

Variances

Bidders must detail any variances from the City requested specifications and/or terms and conditions, on the bid submittal.

Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

Commencement and Completion of Work

The Work may commence after December 19, 2022, and shall be completed no later than March 31, 2021, subject to Excusable Delays. Excusable Delays shall be delays or temporary inability to commence, complete or proceed in accordance with the foregoing schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the contractor which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the City, acts of war or civil insurrection, or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather.

Authorized Product Representation, Legal Name, and Signature

Quotations shall clearly indicate the legal name and signature, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). The signer shall have the authority to bind the company to the submitted Quotation.

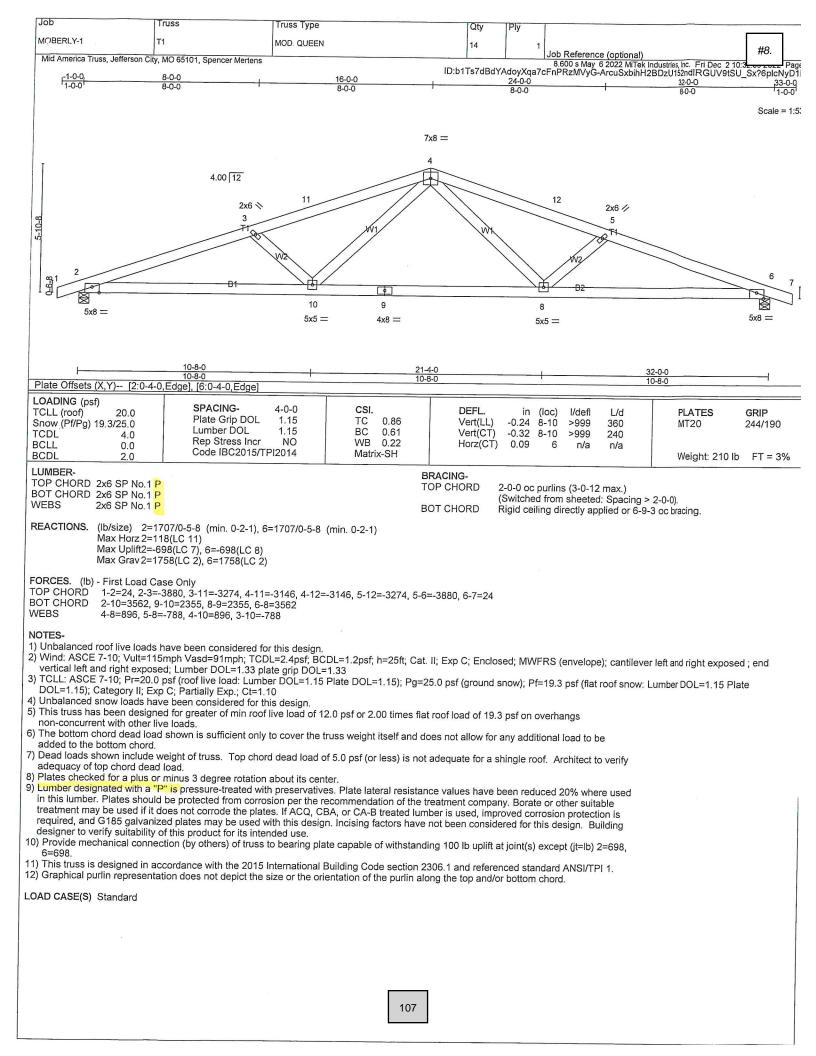
The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

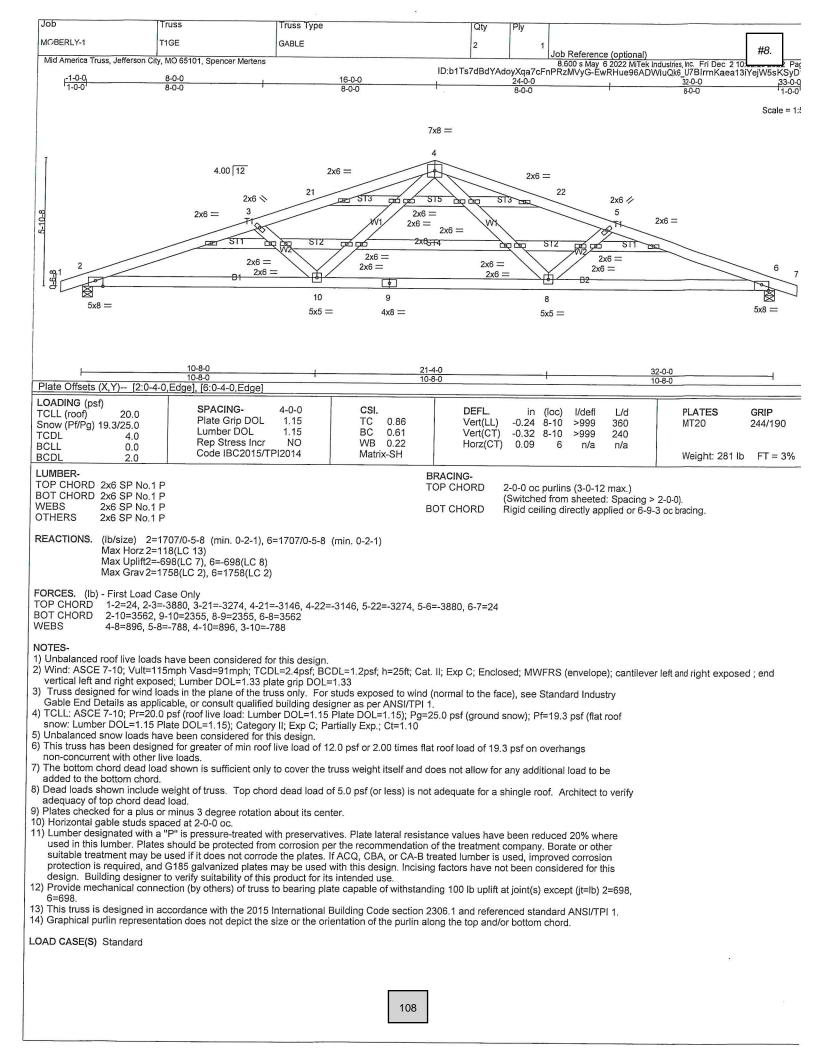
12-02-2022

Date

M Whitnessed & Understood Tr (6) Protesson Metal Fobrate Michael King Project Mange 106

City of Moberly City Hall 101 West Reed Street Moberly, MO 65270 Troy Bock (660) 263-4420





LIMITED 40 YEAR WARRANTY ON AKZO-1050 SILICONIZED POLYESTER FINISH

#8.

APPLIES TO GPB ROOFING AND SIDING PANELS

panels from Graber Post Buildings, Inc. (whichever comes first) under normal atmospheric conditions (which excluding corrosive aggressive chemicals, chemical fumes, or direct the color-coded finish applied to its roofing and siding panels will not, within a period of 40 years after the installation or 40 years and one month after the date of the shipment of This color-coded finish on Graber Post Building Panels is produced and applied according to standard application practices. Graber Post Buildings, Inc. warrants that the integrity of

- ω Peel, crack, check, flake, or blister to an extent that it is apparent on ordinary outdoor visual observation. Vertical installations of GPB Panels will not change color more than five (5) and non-vertical installations will not change more than seven (7) NBS (Hunter) units. Color measurements are to be made per ASTM D-2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D-3964 (1985; for a period of 30 years; and For (30) years; Sidewall Panels of Product will not chalk more than a number eight rating and non-vertical installations will not chalk more than a number six rating when measured for

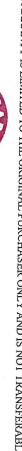
and which has been coated with an approved Akzo Nobel backer coating on the reverse side, all per specification on the Akzo Nobel Product Date Sheet. Site Conditions Form (appendix A): Product topcoats which are not applied onto metal which has been primed with an approved Akzo Nobel primer on both sides of the metal sheet, (3250 feet), unless approved in writing by Akzo Nobel prior to installation, based on Akzo Nobel prior to Installation, based on Akzo Nobels review of the information provided on the of the substrate and/or corrosion at cut edges; or develops any other condition between the coating and the substrate or delaminate: Product which is installed within 1000 meters installed in such a way that allows contact with animals and/or animal waste or its decomposition products; has suffered from improper forming, fabrication or embossing; corrosion which allows water on the coating or in any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease, or high humidity); has been stored or coater, or contrary to good industry practice: has been damaged due to moisture entrapment in coils and/or bundles during transit or storage: has been stored or installed in a way abrasive or chemical cleaners: has been abused, altered, modified, used in a manner not originally intended, or stored contrary to recommendations of Akzo Nobel, GPB or the coil This is an anti-weathering limited warranty and does not apply to other causes of degradation, including Product which has suffered scratching or abrasion or has been damaged by

This warranty is expressly subject to the following terms and conditions:

.-The remedy for any claims arising from a defective color-coated finish on GPB Panels shall be limited to refinishing or replacing the defective panels, or where applicable, a refund of purchased price. GPB SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES WHETHER DIRECT, INCIDENTAL OR CONSEQUENTAL, CAUSED BY OR RESULTING FROM THE USE OF DEFECTIVE OR NONCONFORMING GPB PANELS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTAL DAMAGES. GPB'S TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE PURCHASED PRICE OF THE GPB PANELS. Some states do not allow the exclusion or limitation of incidental or consequential damage, so this limitation or exclusion may not

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- 2 The express warranty state herein is the exclusive express warranty applicable to the color-coated finish on GPB Panels. ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR MECHANTABILITY OR FITNESS FOR APARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TIME PERIOD OF THE EXPRESS WARRANTY SET
- e. 4 FORTH HERIN. Some states do not allow limitation on how long an implied warranty lasts, so this limitation on the duration of implied warranties may not apply to a particular consumer
- S This warranty provides specific legal rights, and other rights which may vary from state to state may apply. Claims under this warranty must be made in writing to GPB at the address set forth below within 30 days after the discovery of the defect. GPB shall have an additional 30 days to inspect the GPB
- Defects or damages to the GPB color-coated finish caused by handling, shipping, transit, processing, storage or installation are not covered by this warranty. This warranty further shall not extend to or cover damage to the warranted color-coating occasioned by moisture or other contamination detrimental to the color-coated metal prior to installation.
- 7. Minor hairline cracking of the color-coated finish is not covered by this warranty
- The GPB color-coated finish is not warranted to weather uniformly under non-uniform conditions of exposure or use
- All claims under this warranty must be accompanied by the original invoice.
- 9.00
- 10. price. The amount of refund shall be reduced by 3.3% for each year the GPB panels were in use. This beginning after the ninth year. THIS WARRANTY IS LIMITED TO THE ORIGINAL PURCHASER ONLY AND IS NOT TRANSFERABLE. The remedy for any claims arising from a defective color-coated finish on GPB panels shall be limited to refinishing or replacing the defective panels, or where applicable, a refund of purchased





Montgomery, IN 47558 (800) 264-5013 | www.graberpost.com Graber Post Buildings, Inc 7716 N 900 E



Graber Post Buildings, Inc.

7716 N 900 E Montgomery, IN 47558 812-636-7355

Certificate

File #R27457

G-Rib



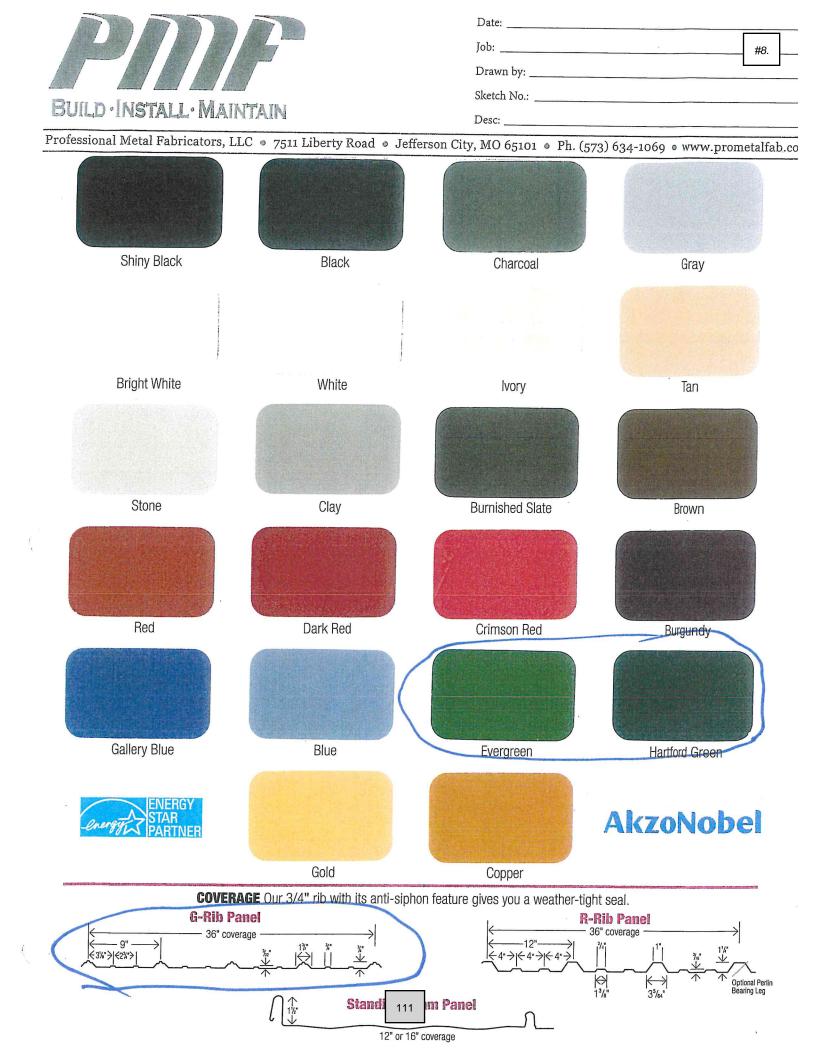
Roof Deck Panels As to Uplift Resistance Class 90 As Shown by Construction Nos. 560,584 See UL Roofing Material and System Directory 4UD5

> Building Units For Roofing Systems As to External Fire Exposure

"Also Classified as to Impact Resistance: Class 4"

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#8.



Agenda Item: A Resolution Approving A Written Consent To Assignment.

Summary: The agreement is with County Bank to allow the privately owned hangar on a land lease with the City to use the structure as collateral for an aircraft purchase.

In the past, private hangars automatically reverted to the City after a period of years. Under the current lease format, the owner of the hangar may continue to renew the lease as many times as they want or sell and the new owner can continue to lease. Due to the prior format, owners were not allowed to encumber the buildings, however given the costs for these now and the fact that they do not revert to the City, we have allowed owner to put liens on the structure only. There is no lien on the land, and if the bank were to reposes, they would have to update the land lease with the City and pay the lease. The City has nothing to lose in this situation. Staff recommends approval of the agreement with County Bank.

Recommended

Action: Approve this resolution.

Fund Name: N/A

- Account Number: N/A
- Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Ауе	Nay
Memo Staff Report Correspondence	Council Minutes Proposed Ordinance X Proposed Resolution	Mayor MSJeffrey		
Bid Tabulation P/C Recommendation P/C Minutes Application Citizen	Attorney's Report Petition Contract Budget Amendment Legal Notice	Council Member MSBrubaker MSKimmons MSKyser MSLucas		
Consultant Report	Other		Passed	Failed

A RESOLUTION APPROVING A WRITTEN CONSENT TO ASSIGNMENT.

WHEREAS, County Bank and Edge Aviation, LLC have entered into an Assignment of Leases and Rents agreement whereby Edge Aviation assigns its interest in a certain lease (the "Lease") between the City of Moberly and Edge dated October 1, 2021, for hangar space at Omar N. Bradley Regional Airport; and

WHEREAS, the Lease provides that it is not assignable without the written permission of the City; and

WHEREAS, the Written Consent to Assignment, attached hereto, will satisfy the consent requirement in the lease upon execution by all the parties.

NOW, THEREFORE, the Written Consent to Assignment is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

RESOLVED this 19th day of December 2022, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

Space Above This Line For Recording Data

Return To: Loan Department, County Bank, 1615 N. Morley, Moberly, MO 65270 Prepared By: Loan Department, County Bank, 1615 N. Morley, Moberly, MO 65270

ASSIGNMENT OF LEASES AND RENTS

DATE AND PARTIES. The date of this Assignment of Leases and Rents (Assignment) is December 14, 2022. The parties and their addresses are:

ASSIGNOR/GRANTOR:

EDGE AVIATION LLC A Missouri Limited Liability Company 1225 AVIATOR LANE MOBERLY, MO 65270

LENDER/GRANTEE:

COUNTY BANK Organized and existing under the laws of Missouri 1615 N MORLEY MOBERLY, MO 65270

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Assignment at any one time and from time to time will not exceed \$382,143.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Assignment. Also, this limitation does not apply to advances made under the terms of this Assignment to protect Lender's security and to perform any of the covenants contained in this Assignment.

3. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Assignment will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated December 16, 2022, from Assignor to Lender, and maturing on September 20, 2028.

B. Future Advances. All future advances from Lender to Assignor under the Specific Debts executed by Assignor in favor of Lender after this Assignment. If more than one person signs this Assignment, each agrees that this Assignment will secure all future advances that are given to Assignor either individually or with others who may not sign this Assignment. All future advances are secured by this Assignment even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Assignment. Nothing in this Assignment shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. This Assignment secures all future advances to Grantor from Lender or other future obligations of Grantor to Lender, as governed by Mo. Rev. Stat. § 443.055.

C. All Debts. All present and future debts from Assignor to Lender, even if this Assignment is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Assignment, each agrees that it will secure debts incurred either individually or with others who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Assignment will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Assignment.

4. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

5. ASSIGNMENT OF LEASES AND RENTS. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor does hereby assign, grant, bargain and convey to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have regarding the Property (Rents).

C. The term Property as used in this Assignment shall include the following described real property:

Commencing at a cotton gin spike marking the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 24, Township 54 North, Range 14 West, Randolph County, Missouri; thence along the Quarter Section line North 88 degrees 26 minutes 52 seconds West a distance of 501.94 feet; thence leaving said Quarter Section line North 01 degrees 43 minutes 01 seconds East a distance of 394.08 feet to the Point of Beginning; thence North 88 degrees 16 minutes 59 seconds West a distance of 100.00 feet; thence North 01 degrees 43 minutes 01 110.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence North 01 degrees 43 minutes 01 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 110.00 feet; to the Point of Beginning, said tract containing 0.25 acres more or less or more commonly known as 1217 Aviator Lane, Moberly, MO.

The property is located in Randolph County at 1217 AVIATOR LANE, MOBERLY, Missouri 65270.

D. Assignor hereby assigns to Assignee, subject to obtaining written consent from the City of Moberly, Missouri, all of his interest in a certain lease attached hereto as "Exhibit 1" between the City of Moberly, Missouri, Lessor, and Wren Johannaber, d/b/a Edge Aviation, Lessee, dated October 1, 2021. Upon obtaining written consent to this assignment, Assignee hereby assumes all of Assignor's interests, rights and obligations under the lease.

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

6. PAYMENTS. Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.

7. COLLECTION OF RENTS. Assignor may collect, receive, enjoy and use the Rents so long as Assignor is not in default. Assignor will not collect in advance any Rents due in future lease periods, unless Assignor first obtains Lender's written consent.

Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses.

Assignor agrees that this Assignment is immediately effective between Assignor and Lender.

This Assignment will remain effective during any statutory redemption period until the Secured Debts are satisfied.

Unless otherwise prohibited or prescribed by state law, Assignor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Assignor agrees that actual possession of the Property is deemed to occur when Lender notifies Assignor of Assignor's default and demands that Assignor and Assignor's tenants pay all Rents due or to be come due directly to Lender. Immediately after Lender gives Assignor the notice of default, Assignor agrees that either Lender or Assignor may immediately notify the tenants and demand that all future Rents be paid directly to Lender.

8. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Assignment or any other document relating to the Secured Debts. Assignor agrees to pay expenses for Lender to inspect, valuate, appraise and preserve the Property and for any recordation costs of releasing the Property from this Assignment. Expenses include, but are not limited to, attorneys' fees, court costs, and other legal expenses, as allowed by law. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to

the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Assignor.

9. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Assignor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Assignor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Assignor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Assignor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Assignor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Assignor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Assignor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Assignor agrees, at Assignor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

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J. Lender has the right, but not the obligation, to perform any of Assignor's obligations under this section at Assignor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Assignment.

L. Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

10. CONDEMNATION. Assignor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Assignor authorizes Lender to intervene in Assignor's name in any of the above described actions or claims. Assignor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Assignment. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

11. APPOINTMENT OF A RECEIVER. On or after an Assignor's default, Assignor agrees to Lender making an application to the court for an appointment of a receiver for the benefit of Lender to take possession of the Property and the Leases, with the power to receive, collect and apply the Rents. Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents, and any remaining sums shall be applied to the Secured Debts. Assignor agrees that this appointment of a receiver may be without giving bond, without reference to the then-existing value of the Property, and without regard to the insolvency of any person liable for any of the Secured Debts.

12. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

13. TRANSFER OF AN INTEREST IN THE ASSIGNOR. If Assignor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

A. A beneficial interest in Assignor is sold or transferred.

B. There is a change in either the identity or number of members of a partnership or similar entity.

C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Assignment.

14. WARRANTIES AND REPRESENTATIONS. Assignor makes to Lender the following warranties and representations which will continue as long as this Assignment is in effect:

A. Power. Assignor is duly organized, and validly existing and in good standing in all jurisdictions in which Assignor operates. Assignor has the power and authority to enter into this transaction and to carry on

Assignor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Assignor operates.

B. Authority. The execution, delivery and performance of this Assignment and the obligation evidenced by this Assignment are within Assignor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Assignor is a party or to which Assignor is or any of Assignor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Assignor has not changed Assignor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Assignor does not and will not use any other name and will preserve Assignor's existing name, trade names and franchises.

D. Title. Assignor has good title to the Leases, Rents and Property and the right to assign, grant, bargain and convey to Lender as additional security the Leases and Rents, and no other person has any right in the Leases and Rents.

E. Recordation. Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property.

F. Default. No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender.

G. Lease Modification. Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so require).

H. Encumbrance. Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents.

15. COVENANTS. Assignor agrees to the following covenants:

A. Rent Abatement and Insurance. When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

B. Copies of Leases. Assignor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed.

C. Right To Rents. After default and Lender taking the appropriate affirmative action, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's right to the Leases and Rents.

D. Accounting. When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.

E. Lease Modification. Assignor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's written consent.

F. Encumbrance. Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.

G. Future Leases. Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time.

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H. Personal Property. Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.

I. Prosecution and Defense of Claims. Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.

J. Liability and Indemnification. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses or damages due to Lender's gross negligence or intentional torts. Otherwise, Assignor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

K. Leasehold Estate. Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.

L. Insolvency. Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

M. Use of Property and Related Indemnification. Assignor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Assignor becomes aware of such a violation, Assignor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Assignment or the related Property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such Property, then Assignor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by Lender in favor of Assignor.

Violation of this provision is a material breach of this Assignment and thereby constitutes a default under the terms and provisions of this Assignment.

16. DEFAULT. Assignor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Assignor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Assignor, Borrower, or any co-signer, endorser, surety or guarantor of this Assignment or any other obligations Borrower has with Lender.

C. Business Termination. Assignor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Assignor fails to perform any condition or to keep any promise or covenant of this Assignment.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Assignor is in default on any other debt or agreement Assignor has with Lender.

G. Misrepresentation. Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Assignor fails to satisfy or appeal any judgment against Assignor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Assignor transfers all or a substantial part of Assignor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Assignor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Assignor's financial condition from the conditions set forth in Assignor's most recent financial statement before the date of this Assignment or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

17. REMEDIES. After Assignor defaults, Lender may at Lender's option do any one or more of the following.

A. Acceleration. Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

B. Additional Security. Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.

C. Sources. Lender may use any and all remedies Lender has under Missouri or federal law or in any document relating to the Secured Debts.

D. Insurance Benefits. Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.

E. Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

F. Rents. Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents, Lender may apply the balance as provided for by the Secured Debts.

G. Entry. Lender may enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases; obtain or evict any tenants or licensees; increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement. Lender may take such

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action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession.

The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice. The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

H. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies Lender does not give up any other remedy. Lender does not waive a default if Lender chooses not to use a remedy. By electing not to use any remedy, Lender does not waive Lender's right to later consider the event a default and to use any remedies if the default continues or occurs again.

18. TERM. This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts. If any or all payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made.

19. WAIVERS. Except to the extent prohibited by law, Assignor waives all appraisement and homestead exemption rights relating to the Property.

20. FIXTURE FILING. Assignor gives to Lender a security interest in all goods that Assignor owns now or in the future and that are or will become fixtures related to the Property. This Assignment constitutes a financing statement and is to be recorded in the real estate records.

21. PERSONAL PROPERTY. Assignor gives to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Assignor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term Property). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

22. APPLICABLE LAW. This Assignment is governed by the laws of Missouri, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

23. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor severally or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. Assignor agrees that Lender and any party to this Assignment may extend, modify or make any change in the terms of this Assignment or any evidence of debt without Assignor's consent. Such a change will not release Assignor from the terms of this Assignment. Lender may assign all or part of Lender's rights under this Assignment without Assignor's consent. If Lender assigns this Assignment, all of Assignor's covenants, agreements, representations and warranties contained in this Assignment will benefit Lender's successors and assigns. The duties of this Assignment will bind the successors and assigns of Assignor.

24. AMENDMENT, INTEGRATION AND SEVERABILITY. This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing. This Assignment and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

EDGE AVIATION LLC Missouri Assignment of Leases and Rents MO/4TSTONEKI0000000002894026N **25. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.

26. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Assignor will be deemed to be notice to all Assignors. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Assignment. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property, and Assignor agrees to pay all expenses, charges and taxes in connection with the preparation this Assignment and to confirm Lender's lien status on any Property, and Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (ASSIGNOR) AND US (LENDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

ASSIGNOR:

EDGE AVIATION LLC

ran A Stampton

WREN A JOHANNABER, Member

ACKNOWLEDGMENT.

STATE OF MISSOURI, COUNTY OF RANDOLPH ss.

On this 14th day of December 2022, before me, LORENA JUNE GORDY, a Notary Public in and for said state, personally appeared WREN A JOHANNABER - Member of EDGE AVIATION LLC, a Limited Liability Company, known to me to be the person(s) who executed the within instrument in behalf of said Limited Liability Company and acknowledged to me that he/she/they executed the same for the purposes therein stated.

My commission expires:

February 14, 2025

(Notary Public) 🥠 **JORENA JUNE GORDY**

LORENA JUNE GORDY
Notary Public, Notary Seal
State of Missouri
Randolph County
Commission # 17115445
My Commision Expires 02-14-2025

EDGE AVIATION LLC Missouri Assignment of Leases and Rents MO/4TSTONEKI00000000002894026N

Wolters Kluwer Financial Services, Inc.-1996, 2022 Bankers Systems* Page 11

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WRITTEN CONSENT TO ASSIGNMENT

COMES NOW, the City of Moberly, Missouri, a Missouri statutory third-class city, (hereinafter "City"). County Bank, a bank organized and authorized by Missouri law, (hereinafter "Bank") and Edge Aviation, LLC (hereinafter "Edge") and for their Written Consent to Assignment state as follows:

WHEREAS, Bank and Edge have entered into an agreement entitled Assignment of Leases and Rents which agreement includes an assignment from Edge to Bank of a real estate lease identified below.

WHEREAS, Edge and City entered into a certain lease, attached hereto as Exhibit 1 (the "Lease"), on October 1, 2021, whereby Edge leased certain real estate at the Omar N. Bradley Regional Airport for purposes of erecting an airplane hangar.

WHEREAS, the lease contains a prohibition on assignment unless the City gives written consent to the assignment.

NOW, THEREFORE, the City hereby gives written consent to the assignment between Edge and Bank upon the following terms and conditions:

The assignment becomes effective upon the execution of this agreement by all parties until 1. revoked by either the Bank or Edge, in which case, the parties will notify the City in writing of the assignment revocation.

The Bank accepts all responsibility and liability for the execution of all lessee obligations and 2. terms of the lease including but not limited to the payment of rent.

IN WITNESS WHEREOF, the parties acknowledge that the signatories to this agreement are authorized to act on behalf of their respective party and that this agreement represents the entire agreement between the parties.

CITY OF MOBERLY, MISSOURI

By: Brian Crane, City Manager

COUNTY BANK

Matt Cleannie, President By: Dated: 12/13/22

EDGE AVIATION, LLC

Dated:

By: Wren A. Johannaber, Menter

Dated: 12/13/2022

LEASE

THIS LEASE made this the 1^{S+} day of Octobers, 20 ≥ 1 by and between the

City of Moberly, Missouri, a municipal corporation, hereinafter called the "Lessor" and _____

Wren Johannaber, Edge Aviation , hereinafter called "Lessee".

WITNESSETH:

The Lessor leases to the Lessee premises located in the County of Randolph and State of Missouri, as

follows:

Commencing at a cotton gin spike marking the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 24, Township 54 North, Range 14 West, Randolph County Missouri; thence along the Quarter Section line North 88 degrees 26 minutes 52 seconds West a distance of 501.94 feet; thence leaving said Quarter Section line North 01 degrees 43 minutes 01 seconds East a distance of 394.08 feet to the Point of Beginning; thence North 88 degrees 16 minutes 59 seconds West a distance of 100.00 feet; thence North 01 degrees 43 minutes 01 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence North 01 degrees 43 minutes 01 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence North 01 degrees 43 minutes 01 seconds East a distance of 100.00 feet; thence South 88 degrees 16 minutes 59 seconds East a distance of 100.00 feet; thence North 01 degrees 43 minutes 01 seconds West a distance of 110.00 feet to the Point of Beginning, said tract containing 0.25 acres more or less or more commonly known as 1217 Aviator Lane, Moberly, MO.

1. To have and to hold the premises, containing <u>2,358.7</u> sq. ft. of structure for a term of

fifteen (15) years from and after the $/\frac{\mathcal{I}}{\mathcal{I}}$ day of \mathcal{O} to \mathcal{I} , 20 \mathcal{A} .

2. It is further understood and agreed by and between the parties that in addition to the payment by

the Lessee of the cost of the construction of the airport hangar building located on the above-described premises, Lessee will pay as a rental fee per square foot of structure upon the above described lands to the City during the term hereof, at the rate of \$.15 sq. ft. per year, payable annually in advance, the first of said payments being due upon the execution of this lease, and the remaining payments being due on the third day of January thereafter during the primary terms hereof. It is understood and agreed by and between the parties that time is of the essence of this contract and Lessee does hereby bind him/her to pay promptly said rental payments for the full term hereof. Failure to make timely rental payments will be grounds for default. Also if Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct 126 iolation within thirty days, the Lessor may at once, if it so elects, terminate the same and take possession of the premises. It is further understood and

agreed that there shall be a mandatory site lease rent cost review by the airport advisory committee every fifth year, for the duration of the lease, for possible rent adjustment, based on inflation factors, not to exceed CPI, and airport improvements.

3. The Lessee shall have the right to erect, maintain and alter buildings or structure upon said premises providing such buildings or structures conform to the Building Code requirements of the City of Moberly, now or hereafter in effect. All plans for such buildings or structures shall be reviewed and approved by the said Airport Committee. Title to the building(s) erected by the Lessee shall remain with the Lessee and shall be transferable during the term of the lease (see item #9).

4. The building upon the premises shall be maintained in all respects by the Lessee during the term of this lease. The Lessee shall not make any substantial alteration in the external elevation or architectural design of the building after the same is constructed or injure or remove any of the principal walls or supporting timbers thereof without the consent in writing of the Lessor. The building upon the premises herein leased shall be used solely for the purpose of storage, repair and maintenance of aircraft and other purposes incidental to general aviation. The Lessor shall have the privilege of terminating this lease upon sixty (60) days notice to Lessee that such lease will be terminated unless necessary repairs are made.

5. In the event of fire or any other casualty, the owner of such structure so affected shall either repair or replace the building to its original condition or return site to original condition. Such action must be accomplished within 90 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted.

6. It is understood that the Lessor will maintain the apron and provide snow removal for the apron and ramps providing access to the leased premises.

7. Lessor agrees that following termination of this lease that Lessee shall have the right of first refusal to rent or lease the subject realty at the then prevailing rate and upon the then currently acceptable conditions. At the termination of this lease, whether the same be at the end of the lease or prior termination for cause, the Lessee shall surrender the premises, with all buildings erected thereon and additions thereto to the Lessor. Any building erected upon the premises herein leased or any fixture of a permanent nature placed upon said premises, including driveway, runways, d_{127} ns, shall at the termination of this lease become the

property of the Lessor without payment of any nature whatsoever to the Lessee, provided the Lessee does not wish to sell the facility or renew the lease.

8. The Lessee shall not suffer the premises or any improvements thereon to become subject to any lien, charge or any encumbrance whatsoever; it is being expressly agreed that the Lessee shall have no authority express or implied to create any lien, charge, or encumbrance upon the premises or the improvements thereon.

9. The Lessee shall not assign this lease, except with the Lessor's written consent.

10. Lessee agrees during the term of this lease not to interfere with the normal operations of the airport.

11. Lessee agrees that said hanger will be used only for the storage maintenance and operation of the Lessee's private aircraft and no services are provided to the general public, unless a business license is acquired and all other requirements of a commercial property are met, and the business is wholly aviation related. Final determination for "Aviation Related" will be made by the Airport Board.

12. It is agreed that the Lessor and its agents and servants at all reasonable times shall have the right to enter upon the premises leased to view the condition of the premises and the building.

13. The Lessee shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits or claims of any character brought for or on account of any injuries received by any person or property resulting from the lease, except to the extent such suit, action or claim is caused by the sole negligence or willful misconduct of the City, its officers, employees or agents.

14. The Lessee agrees to indemnify Lessor against all costs and expenses lawfully and reasonably incurred in or about the premises in the defense of action or proceedings, or in the discharge of the premises for any charge, lien or encumbrance or in obtaining possession after default of the Lessee, or the termination of this lease.

15. The Lessee agrees to remove any buildings on the premises that the Lessor determines to be a determent to the premises at the sole expense of the Lessee. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to dire 128 control all activities of the Lessee in this regard.

16. Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

17. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

18. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other area or facilities of the Airport. If any such agreement is executed, the provision of the agreement with the Lessor shall be suspended.

19. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way to interfere with or adversely affect the use, operation, maintenance or development of a federally obligated Airport.

20. All covenants, stipulation and agreements to this lease shall extend to and bind the successors and assigns of the parties respectively by and to whom the same have been made.

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

CITY OF MOBERLY, MISSOURI A Municipal Corporation

Public Works Director

ATTEST:

Shannon Hance

BY_ Wran Lessee

#9.

STATE OF MISSOURI)	
)	SS
COUNTY OF RANDOLPH)	

On this $/ \frac{d}{d}$ day of $October, 20 \frac{d}{d}$, before me personally appeared Tom Sanders, to me personally known, who, being by me duly sworn, did say that he is the Public Works Director of the City of Moberly, Missouri, a municipal corporation, and that the seal affixed to the foregoing instrument is the seal of said municipality and that said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Public Works Director, Tom Sanders acknowledged said instrument to be the free act of deed of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, the day and year first above written.

My Commission expires

July 11, 2025 CARLA BEAL Notary Public - Notary Seal Randolph County - State of Missouri Commission Number 17277856 My Commission Expires Jul 11, 2025 STATE OF MISSOURI SS) COUNTY OF RANDOLPH

Jula Beak Notary Public

On this 1st day of October, 20 21, before me personally appeared Wren Johannaber, to me personally known, who, being by me duly sworn, did say that he is the <u>Owner</u> of 1217 Aviator Lane, and that the seal affixed to the foregoing instrument is the corporation seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Moberly, the day and year first above written.

130

CARLA BEAL Notary Public - Notary Seal Randolph County - State of Missouri Commission Number 17277856 My Commission Expires Jul 11, 2025

Carla Beal

Notary Public

#10.

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:		Roll Call	Ауе	Nay
Memo Staff Report Correspondence	Council Minutes Proposed Ordinance X Proposed Resolution	Mayor MSJeffrey		
Bid Tabulation	Attorney's Report	Council Member		
P/C Recommendation P/C Minutes	Petition Contract	MSBrubaker MSKimmons		
Application	Budget Amendment	M S Kyser		
Citizen	Legal Notice	MS Lucas		
Consultant Report	Other		Passed	Failed

BILL NO.

RESOLUTION NO.

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF <u>\$718,807.10.</u>

WHEREAS, the funds are to be disbursed as follows.

SECTION 1: There is hereby appropriated out of the General Fund of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$110,908.92</u>.
SECTION 2: There is hereby appropriated out of the Non-Resident Lodging Tax Fund of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$7,100.00</u>.
SECTION 3: There is hereby appropriated out of the Payroll Fund of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$2,569.60</u>.
SECTION 4: There is hereby appropriated out of the Solid Waste Fund of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$91,504.54</u>.

SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of **<u>\$111,483.65</u>**.

SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$81,159.76</u>.

SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$32,307.75</u>.

SECTION 8: There is hereby appropriated out of the **Perpetual Care Cemetery Sales Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$81.00</u>.

SECTION 9: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$3,700.48</u>.

SECTION 10: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$203,651.01</u>.

SECTION 11: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$5,869.43</u>.

SECTION 12: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of **<u>\$8,691.65</u>**.

SECTION 13: There is hereby appropriated out of the **2021 EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of **<u>\$16,287.50.</u>**

SECTION 14: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of **<u>\$1,017.69</u>**.

SECTION 15: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$30,884.50</u>.

SECTION 16: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$5,206.14</u>.

SECTION 17: There is hereby appropriated out of the Ameren MO Solar Rebates Fund of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$1,719.49</u>.

SECTION 18: There is hereby appropriated out of the **Solar Systems Settlement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$3,910.33</u>.

SECTION 19: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$27.90</u>.

SECTION 20: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due December 19, 2022, in the amount of <u>\$725.76.</u>

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

RESOLVED this 19th day of December 2022, 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 several funds covered by this resolution to meet the requirements of this resolution.

City Treasurer, City of Moberly, Missouri

EXPENSES PAID DECEMBER 6, 2022 - December 19, 2022 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE DECEMBER 19, 2022 APPROPRIATION RESOLUTION TOTAL.

NA BUARS R	
General Fund	\$ 110,908.92
Non-Resident Lodging Tax Fund	\$ 7,100.00
Payroll Fund	\$ 2,569.60
Solid Waste Fund	\$ 91,504.54
Heritage Hills Golf Course Fund	\$ 111,483.65
Parks and Recreation Fund	\$ 81,159.76
Airport Fund	\$ 32,307.75
Perpetual Care Cemetery Sales Fund	\$ 81.00
Utilities Collection Fund	\$ 3,700.48
Utilities OP & Maintenance Fund	\$ 203,651.01
Utilities OP Reserve Fund	\$ 5,869.43
Capital Improvement Trust Fund	\$ 8,691.65
2021 EDA Grant Projects Fund	\$ 16,287.50
Emergency Telephone Fund	\$ 1,017.69
Transportation Trust Fund	\$ 30,884.50
Street Improvement Fund	\$ 5,206.14
Ameren MO Solar Rebates Fund	\$ 1,719.49
Solar Systems Settlement Fund	\$ 3,910.33
Downtown CID Sales Tax Fund	\$ 27.90
Downtown CID Property Tax Fund	\$ 725.76

Total

\$ 718,807.10

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

my L. Hale

City Treasurer, City of Moberly, Missouri

12/14/2022

Date

City of Moberly

Live 11.07.2022 Hosted

Check Register - City of Moberly Check Issue Dates: 12/6/2022 - 12/19/2022 Page: 1 Dec 14, 2022 10:15AM

#10.

Report Criteria:

Report type: Summary Check.Type = {<>} "Adjustment"

Check Number	Check Issue Date	Vendor Number	Рауее	Amount	
0	12/19/2022	10359	MOBERLY AREA ECONOMIC DEVELOPMENT COR	43,750.00	
0	12/19/2022	10559	WEX BANK	14,484.92	
90398	12/06/2022	96013	GREATLIFE KC	400.00-	v
91204	12/08/2022	10212	GUTHRIE, DILLAND	25.00-	v
91936	12/09/2022	10028	AMEREN MISSOURI	70.34	
91937	12/09/2022	10040	ARROW ENERGY INC	23,354.80	
91938	12/09/2022	10134	CROWN POWER & EQUIPMENT	338.00	
91939	12/09/2022	10212	GUTHRIE, DILLAND	25.00	
91940	12/09/2022	10251	IRVINBILT CONSTRUCTORS INC	29,824.42	
91941	12/09/2022	10280	LOWES HOME CENTERS LLC	1,425.51	
91942	12/09/2022	10333	MISSOURI DEPARTMENT OF REVENUE	3,700.48	
91943	12/09/2022	10350	MISSOURI WATER & WASTEWATER CONFERENCE	70.00	
91944	12/09/2022	10380	NOLANDS CATERING	7,849.36	
91945	12/09/2022	10447	SAMS CLUB	383.13	
91946	12/09/2022	10476	SOCKET	2,670.85	
91947	12/19/2022	93985	AERZEN USA CORP	2,597.90	
91948	12/19/2022	10018	AFLAC GROUP INSURANCE	1,159.60	
91949	12/19/2022	10019	AGEE, CARL W	1,320.00	
91950	12/19/2022	10027	AMAZON CAPITAL SERVICES	387.11	
91951	12/19/2022	10044	AT&T 5001	10.70	
91952	12/19/2022	10045	AT&T 5011	656.06	
91953	12/19/2022	10054	AZAVAR	386.11	
91954	12/19/2022	10055	B & D LOCK & KEY	525.00	
91955	12/19/2022	10061	BANNER FIRE EQUIPMENT INC	2,399.00	
91956	12/19/2022	10080	BOB'S TIRE LLC	1,090.00	
91957	12/19/2022	94443	BONUCHI, BECKY	118.02	
91958	12/19/2022	94448	BOONE, ANTHONY G.	440.00	
91959	12/19/2022	94468	BOTKINS TRUCKING LLC	5,799.05	
91960	12/19/2022	94498	BOYER, LISA	200.00	
91961	12/19/2022	10085	BRATCHERS MARKET	544.23	
91962	12/19/2022	10087	BRENDLINGER ENTERPRISES INC	461.00	
91963	12/19/2022	94593	BROWNFIELD OIL CO INC	66.00	
91964	12/19/2022	10095	BUTLER SUPPLY INC	1,174.38	
91965	12/19/2022	10116	CIVICPLUS	4,500.00	
91966	12/19/2022	10124	CONLEY FOREST DO	55.00	
91967	12/19/2022	10127	CORE & MAIN LP	1,508.89	
91968	12/19/2022	10128	CORRECTIVE ASPHALT MATERIALS LLC	30,884.50	
91969	12/19/2022	95078	COUNTY BANK	200.00	
91970	12/19/2022	10134	CROWN POWER & EQUIPMENT	75.80	
91971	12/19/2022	10135	CULLIGAN WATER CONDITIONING	33.99	
91972	12/19/2022	10647	CULP AMANDA	50.00	
91973	12/19/2022	10648	DAMIAN VERONICA	200.00	
91974	12/19/2022	95423	DR PEPPER SNAPPLE GROUP	28.38	
91975	12/19/2022	10161	ED ROEHR SAFETY PRODUCTS INC	525.37	
91976	12/19/2022	10645	ELLIOTT DATA SYSTEMS INC	3,156.50	
91977	12/19/2022	10166	ENERGY SOLUTIONS PROFESSIONALS	17,325.00	
91978	12/19/2022	95596	ESSENCE CHEMICAL COMPANY LLC	185.00	
91979	12/19/2022	10176	FASTENAL COMPANY	1,378.77	
91980	12/19/2022	95690	FIRE FIGHTERS ASSOC OF MO	380.00	
91981	12/19/2022	10599	FLETCHERS EXCAVATING LLC	2,750.00	
91982	12/19/2022	10655	FUEMMELER MELISSA	200.00	
91983	12/19/2022	10197	GALLS LLC	728.15	
91984	12/19/2022	10649	GILBERT EDDIE	200.00	

91965 12192022 10206 GREATLIFE MIDMO LLC 3,709.00 91986 12192022 10203 GULF STATES DISTRIBUTORS 1,375.00 91988 12192022 10223 HAWKINS INC 6,966.01 91989 12192022 10224 HAWKINS INC 77.92 91990 12192022 10224 HEINAN FIRE EQUIPMENT INC 707.92 91990 12192022 10244 HOVEN ALLS 5.00 91992 12192022 10244 HUTGHINSON SALT COMPRAY 4.565.76 91993 12192022 10244 HUTGHINSON SALT COMPRAY 4.565.76 91996 12192022 10244 JACKSON BROTHERNO GROUP INC 4.522.03 91996 12192022 10244 JACKSON BROTHERNO GROUP INC 4.522.00 91996 12192022 10254 LEOR LEOR VINCIPAL LAW LLC 1.462.00 91996 12192022 10254 LEOR VINCIPAL LAW LLC 1.462.00 91997 12192022 10254 LEOR VINCIPAL LAW LLC 1.462.00	Check Number	Check Issue Date	Vendor Number	Payee	Amount
91987 12/19/2022 1022 HAZARDOUS WASTE EXPERTS 9,887.00 91988 12/19/2022 1023 HEIMAN FIRE EQUIPMENT INC 707.92 91990 12/19/2022 1023 HEIMAN FIRE EQUIPMENT INC 707.92 91991 12/19/2022 1063 HOWEN AUSA 5.00 91992 12/19/2022 1024 HOWEN AUSA 5.00 91993 12/19/2022 1024 HOVEN AUSA 5.00 91994 12/19/2022 1024 HOTENISON SALT COMPANY 4.566.76 91995 12/19/2022 10801 JACKSON BROTHERS OF THE NORTH 91.50 91995 12/19/2022 1025 JACKSON BROTHERS NG ROUP INC 45.22.23 91996 12/19/2022 1025 LADER MUNICPAL LAW ILC 1.462.00 91998 12/19/2022 1025 LADER MUNICPAL LAW ILC 1.462.00 91999 12/19/2022 1035 MATEICON TRI GAS INC 100.60 92001 12/19/2022 1035 MATEICON TRI GAS INC 101.00 92002	91985	12/19/2022	10206	GREATLIFE MIDMO LLC	3,709.00
91988 12/19/2022 1064 HAZARDOUS WASTE EXPERTS 9.877.00 91989 12/19/2022 1023 HEMAN FIRE EQUIPMENT INC 707.92 919901 12/19/2022 1024 HERTAGE HILLS GOLF COURSE LLC 100,000.00 91991 12/19/2022 1024 HUTSVILLE MACHINE LLC 47.47.78 91993 12/19/2022 1024 HUTSVILLE MACHINE LLC 47.47.78 91995 12/19/2022 1024 HUTSVILLE MACHINE LLC 38.15.0 91996 12/19/2022 1024 HUTSVILLE MACHINE FEING GROUP INC 452.82.30 91997 12/19/2022 1025 LACOB SENDERENING GROUP INC 452.802 91998 12/19/2022 1025 LEAF 200.00 92000 12/19/2022 1035 MIDHESON TRI CAS INC 18.68 92001 12/19/2022 1035 MIDHESON TRI CAS INC 17.9 92001 12/19/2022 1035 MIDHESON TRI CAS INC 17.9 92001 12/19/2022 1035 MIDHESON TRI CAS INC 17.9	91986	12/19/2022	10210	GULF STATES DISTRIBUTORS	1,375.00
91989 12/19/2022 1023 HERITAGE HILLS GOLF COURSE LLC 100.000.00 91991 12/19/2022 1026 HOWEN ALISA 5.00 91992 12/19/2022 1024 HUTSINISC MALISA 5.00 91993 12/19/2022 1024 HUTSINISC MALISA 5.00 91994 12/19/2022 10244 HUTSINISC MALISA 5.00 91995 12/19/2022 10244 HUTSINISC MALISA 5.00 91996 12/19/2022 10244 JACKSON BROGHERS ALIC COMPANY 45.222.30 91997 12/19/2022 10254 JACKSON BROGHER ALING GROUP INC 14.62.00 91998 12/19/2022 10254 LEAF 200.00 92001 12/19/2022 10354 MEATESON TRI GAS INC 100.60 92003 12/19/2022 10354 MATCRESON TRI GAS INC 100.60 92004 12/19/2022 10354 MID WEST TACTCALLLC 625.00 92004 12/19/2022 10354 MID LAND SCIENTIFIC INC 71.01 92005 <td< td=""><td>91987</td><td>12/19/2022</td><td>10223</td><td>HAWKINS INC</td><td>6,996.01</td></td<>	91987	12/19/2022	10223	HAWKINS INC	6,996.01
91990 12/19/2022 10231 HERTAGE HILLS GOLF COURSE LLC 100.000.00 91991 12/19/2022 10240 HUNTSVILLE MACHINE LLC 474.78 91993 12/19/2022 10244 HUTCHINSON SALT COMPANY 4,586.76 91994 12/19/2022 10244 HUTCHINSON SALT COMPANY 4,586.76 91995 12/19/2022 10244 HUTCHINSON SALT COMPANY 4,586.76 91996 12/19/2022 10641 JACOBS ENGINEERING GROUP INC 452.22.30 91997 12/19/2022 10641 LACOBS ENGINEERING GROUP INC 452.60 91998 12/19/2022 10654 LEAF 200.00 92000 12/19/2022 10654 LEAF 200.01 92002 12/19/2022 10635 MIC WERT TACTICAL LU 636.00 92003 12/19/2022 1035 MIC NORPORATED 581.80 92004 12/19/2022 1033 MISEDUR DOR TOR COMPANY 631.80 92005 12/19/2022 1035 MIDERT NC NONTARI CONSULTANTS INC 179.60 <	91988	12/19/2022	10646	HAZARDOUS WASTE EXPERTS	9,887.00
91991 12/19/2022 10650 HOWEN ALISA 5.00 91992 12/19/2022 10240 HUNTSVILLE MACHINE LLC 474.78 91994 12/19/2022 10242 HUNTSVILLE MACHINE S LLC 3.81.50 91995 12/19/2022 10264 JACKSON BROTHERS OF THE NORTH 91.50 91996 12/19/2022 10264 JACKSON BROTHERS OF THE NORTH 91.50 91996 12/19/2022 10274 JACKSON BROTHERS OF THE NORTH 91.50 91997 12/19/2022 10274 LAUBER MUNICIPAL LAW LLC 1.48.20 91998 12/19/2022 10275 LEON UNICIPAL LAW LLC 1.48.20 91999 12/19/2022 10265 LOPEZ GLORIA 200.00 92001 12/19/2022 10355 MATHESON TRI GAS INC 190.60 92002 12/19/2022 10354 MATHESON TRI GAS INC 190.60 92004 12/19/2022 10354 MIDLAND SOLENTIFIC INC 781.12 92006 12/19/2022 10355 MIDLAND SOLENTIFIC INC 781.12 <t< td=""><td>91989</td><td>12/19/2022</td><td>10229</td><td>HEIMAN FIRE EQUIPMENT INC</td><td>707.92</td></t<>	91989	12/19/2022	10229	HEIMAN FIRE EQUIPMENT INC	707.92
91992 12/19/2022 10240 HUTSVILLE MACHINE LLC 474.78 91993 12/19/2022 10240 HUTSVILLE MACHINE LLC 381.50 91995 12/19/2022 10261 JACKSON BROTHERS OF THE NORTH 91.50 91996 12/19/2022 10261 JACKSON BROTHERS OF THE NORTH 91.50 91996 12/19/2022 10263 JACCINE SCHOUP INC 45.22.30 91996 12/19/2022 10264 LEAF 200.00 92000 12/19/2022 10275 LEON UNFORM COMPANY 618.97 92001 12/19/2022 10251 LOPES CLORIA 200.00 92002 12/19/2022 10351 MTHESON TRI GAS INC 180.66 92003 12/19/2022 10323 MILLER, DARLA L 63.15 92004 12/19/2022 10323 MILLER, DARLA L 381.35 92005 12/19/2022 10325 MIDWEST TACTICAL LLC 22.16.79 92001 12/19/2022 10350 KIO DEPT OF NATURAL RES 111.00 92011 12/19/2022	91990	12/19/2022	10231	HERITAGE HILLS GOLF COURSE LLC	100,000.00
91963 12/972022 10242 HUTCHINSON SALT COMPANY 4,566,76 91964 12/19/2022 10249 INOVATIA LABORATORIES LLC 381,50 91965 12/19/2022 10254 JACKSON BROTHERS OF THE NORTH 91,50 91967 12/19/2022 10254 JACKSON BROTHERS OF THE NORTH 91,50 91968 12/19/2022 10271 LAUBER MUNICIPAL LAW LLC 1,462,00 92000 12/19/2022 10275 LEON UNFORM COMPANY 618,87 92001 12/19/2022 10256 LOPEZ GLORIA 200,00 92002 12/19/2022 10351 MATHESON TRI GAS INC 180,60 92003 12/19/2022 10351 MIDLAND SCIENTIFIC INC 781,12 92004 12/19/2022 10322 MIDUEST TANTS INC 1781,12 92005 12/19/2022 10323 MIDUEST TANTS INC 1781,02 92001 12/19/2022 10335 MIDSOURI RURAL LAGUE 2,216,79 92001 12/19/2022 10345 MISOURI RURAL LAGUE 2,205,79 <t< td=""><td>91991</td><td>12/19/2022</td><td>10650</td><td>HOWEN ALISA</td><td>5.00</td></t<>	91991	12/19/2022	10650	HOWEN ALISA	5.00
91994 12/19/2022 10249 INOVATIA LABORATORIES LLC 381.50 91985 12/19/2022 10264 JACKSON BROTHERS OF THE NORTH 91.50 91987 12/19/2022 10263 JACCINE SIGNIERING RODUP INC 45.223.00 91988 12/19/2022 10263 LAUBER MUNICIPAL LAW LLC 1.462.00 91998 12/19/2022 10271 LEON UNFORM COMPANY 618.97 92000 12/19/2022 10265 LOPEZ GLORIA 200.00 92002 12/19/2022 10351 MFA INCORPORATED 581.80 92003 12/19/2022 10351 MID WEST TACTICAL LLC 625.00 92005 12/19/2022 10323 MILLER, DARLA L 361.35 92006 12/19/2022 10328 MISSOURI NUNCIPAL LEAGUE 2.216.79 92011 12/19/2022 10336 MISSOURI NUNCIPAL LEAGUE 2.216.79 92011 12/19/2022 10336 MISSOURI NUNCIPAL LEAGUE 2.216.79 92011 12/19/2022 10345 MOSOURI MUNCIPAL LEAGUE 2.216.79	91992	12/19/2022	10240	HUNTSVILLE MACHINE LLC	474.78
91995 12/19/2022 10261 JACOBS ENGINEERING GROUP INC 45,282.30 91996 12/19/2022 9682 KZZT FM 105 INC 132.40 91998 12/19/2022 10273 LAUBER MUNICIPAL LAW LLC 1.462.00 91998 12/19/2022 10273 LAUBER MUNICIPAL LAW LLC 1.462.00 92000 12/19/2022 10056 LOPEZ GLORA 200.00 92001 12/19/2022 10056 LOPEZ GLORA 200.00 92003 12/19/2022 10056 LOPEZ GLORA 200.00 92004 12/19/2022 10056 MOTEST ACTICAL LLC 625.00 92005 12/19/2022 10325 MID WEST FACTICAL LLC 625.00 92006 12/19/2022 10328 MILLER, DARLA L 381.53 92006 12/19/2022 10328 MILLER, DARLA L 381.53 92006 12/19/2022 10355 MO ONE CALL SYSTEM INC 224.67 92010 12/19/2022 10354 MOSERIY MONITOR INDEX 54.00.0 92011 12	91993	12/19/2022	10242	HUTCHINSON SALT COMPANY	4,586.76
91996 12/19/2022 10254 JACOBS ENGINEERING GROUP INC 45,292.30 91997 12/19/2022 10254 LAUER MUNICIPAL LAW LLC 1,462.00 91998 12/19/2022 10654 LEAF 200.00 92001 12/19/2022 10654 LEAF 200.00 92002 12/19/2022 10656 LOPEZ GLORIA 200.00 92003 12/19/2022 10355 MATHESON TRI GAS INC 180.60 92004 12/19/2022 10655 MID WEST TACTICAL LLC 625.00 92005 12/19/2022 10323 MIDLAND SCIENTIFIC INC 781.12 92006 12/19/2022 10323 MIDLEST ENVIR CONSULTANTS INC 179.00 92007 12/19/2022 10335 MISSOURI NUNICIPAL LEAGUE 2,216.79 92010 12/19/2022 10335 MISSOURI NUNICIPAL LEAGUE 2,216.79 92011 12/19/2022 10345 MISSOURI NURAL WATER ASSOLATION 1,400.00 92011 12/19/2022 10357 MOBERLY AREA CHAMBER OF COMMERCE 7,100.00	91994	12/19/2022	10249	INOVATIA LABORATORIES LLC	381.50
91997 12/19/2022 96923 KZZT FM 105 INC 132.60 91998 12/19/2022 10273 LAUBER MUNICIPAL LAW LLC 1,462.00 92000 12/19/2022 10254 LEAF 200.00 92001 12/19/2022 10256 LEON UNFORM COMPANY 618.97 92001 12/19/2022 10351 MATHESON TRI GAS INC 180.00 92003 12/19/2022 10315 MATHESON TRI GAS INC 180.00 92004 12/19/2022 10325 MID/WEST TACTICAL LLC 625.00 92005 12/19/2022 10322 MIDLAND SCIENTIFIC INC 781.12 92006 12/19/2022 10323 MILLER, DARLA L 381.35 92009 12/19/2022 10335 MISSOURI DEPT OF NATURAL RES 110.00 92009 12/19/2022 10355 MID SOLIR DEPT OF NATURAL RES 110.00 92010 12/19/2022 10355 MOSOURI DEPT OF NATURAL RES 2216.79 92011 12/19/2022 10355 MOD ONE CALL SYSTEM INC 228.25 <t< td=""><td>91995</td><td>12/19/2022</td><td>10601</td><td>JACKSON BROTHERS OF THE NORTH</td><td>91.50</td></t<>	91995	12/19/2022	10601	JACKSON BROTHERS OF THE NORTH	91.50
91998 12/19/2022 10273 LAUBER MUNICIPAL LAW LLC 1,462.00 91999 12/19/2022 10254 LEAF 200.00 92001 12/19/2022 10251 LEON UNIFORM COMPANY 918.97 92002 12/19/2022 10650 LOPEZ GLORIA 200.00 92003 12/19/2022 10653 MIC NEOROPORATED 581.80 92004 12/19/2022 10653 MID WEST TACTICAL LLC 625.00 92005 12/19/2022 10322 MIDWEST ENVIR CONSULTANTS INC 179.00 92007 12/19/2022 10333 MISSOURI DEPT OF NATURAL RES 111.00 92009 12/19/2022 10335 MOSOURI MUNICIPAL LEAGUE 2,216.79 92010 12/19/2022 10335 MOSOURI MUNICIPAL LEAGUE 2,216.79 92011 12/19/2022 10335 MOSOERLY AREA ACHAMBER OF COMMERCE 7,100.00 92013 12/19/2022 10357 MOSERLY AREA CHAMBER OF COMMERCE 7,000.00 92014 12/19/2022 10354 MOBERLY MONTOR INDEX 540.00	91996	12/19/2022	10254	JACOBS ENGINEERING GROUP INC	45,292.30
91999 12/19/2022 10654 LEAF 2000 92000 12/19/2022 10275 LEON UNFORM COMPANY 618.97 92002 12/19/2022 10361 MATHESON TRI GAS INC 180.60 92003 12/19/2022 10351 MATHESON TRI GAS INC 628.10 92004 12/19/2022 10653 MID VEST TACTICAL LLC 628.00 92005 12/19/2022 10322 MIDUADS SCIENTIFIC INC 781.12 92006 12/19/2022 10322 MIDUEST TACTICAL LLC 628.00 92007 12/19/2022 10335 MISCOURI MUNICIAL LEAGUE 2,216.79 92010 12/19/2022 10345 MISSOURI MUNICIAL LEAGUE 2,216.79 92011 12/19/2022 10345 MOOREAL SYSTEM INC 228.25 92012 12/19/2022 10345 MOOREAL SYSTEM INC 228.25 92014 12/19/2022 10345 MOBERLY LIMBER IN C 520.00 92014 12/19/2022 10345 MODERLY MARC O' MARER OF COMMERCE 7,100.00 92	91997	12/19/2022	96923	KZZT FM 105 INC	132.60
92000 12/19/2022 10275 LEON LINIFORM COMPANY 618.97 92001 12/19/2022 10656 LOPEZ GLORIA 200.00 92003 12/19/2022 10316 MATHESON TRI GAS INC 180.60 92004 12/19/2022 10653 MID WEST TACITCAL LLC 622.00 92005 12/19/2022 10325 MIDWEST TACITCAL LLC 678.12 92006 12/19/2022 10323 MILLER, DARLA L 361.35 92007 12/19/2022 10333 MISSOURI DEPT OF NATURAL RES 110.00 92010 12/19/2022 10335 MISSOURI RURAL LARSOCIATION 1,400.00 92011 12/19/2022 10335 MISSOURI RURAL WATER ASSOCIATION 1,400.00 92012 12/19/2022 10355 MOO NO E CALL SYSTEM INC 228.25 92013 12/19/2022 10356 MODERLY AREA CHAMBER OF COMMERCE 7,100.00 92014 12/19/2022 10356 MODERLY AREA CHAMBER OF COMMERCE 7,100.00 92015 12/19/2022 10356 MODERLY AREA CHAMBER OF COMMERCE	91998	12/19/2022	10273	LAUBER MUNICIPAL LAW LLC	1,462.00
92001 12/19/2022 10656 LOPEZ GLORIA 200.00 92002 12/19/2022 1030 MATHESON TNI GAS INC 180.60 92004 12/19/2022 10653 MID WEST TACTICAL LLC 625.00 92005 12/19/2022 197476 MIDLAND SCIENTIFIC INC 781.12 92006 12/19/2022 10323 MILLER, DARLA L 361.35 92007 12/19/2022 10323 MISSOURI DEPT OF NATURAL RES 110.00 92010 12/19/2022 10335 MISSOURI MUNICIPAL LEAGUE 2.216.79 92010 12/19/2022 10355 MO ONE CALL SYSTEM INC 228.25 92012 12/19/2022 10355 MO ONE CALL SYSTEM INC 228.23 92014 12/19/2022 10356 MO BERLY LUMBER INC 228.23 92015 12/19/2022 10354 MOBERLY MARC 220.00 92015 12/19/2022 10354 MOBERLY MANTOR INDEX 540.00 92015 12/19/2022 10354 MOBERLY MONTOR INDEX 540.00 92017 <td>91999</td> <td>12/19/2022</td> <td>10654</td> <td>LEAF</td> <td>200.00</td>	91999	12/19/2022	10654	LEAF	200.00
92002 12/19/2022 10301 MATHESON TRI GAS INC 180.60 92003 12/19/2022 10315 MFA INCORPORATED 581.80 92004 12/19/2022 10325 MIDLAND SCIENTIFIC INC 781.12 92005 12/19/2022 10322 MIDUEST ENVIR CONSULTANTS INC 179.00 92007 12/19/2022 10323 MILER, DARLA L 361.35 92008 12/19/2022 10335 MISSOURI DEPT OF NATURAL RES 110.00 92010 12/19/2022 10335 MISSOURI RURAL WATER ASSOCIATION 1,400.00 92011 12/19/2022 10355 MO BERLY AREA CHAMBER OF COMMERCE 7,100.00 92013 12/19/2022 10356 MOBERLY LUMBER INC 522.30 92014 12/19/2022 10356 MOBERLY MONTOR INDEX 540.00 92015 12/19/2022 10354 MOBERLY LUMBER INC 280.07 92014 12/19/2022 10354 MOBERLY READY MX C/O WARREN COUNTY CON 6.657.95 92016 12/19/2022 10354 MOBERLY READY MX C/O WARREN COUNTY	92000	12/19/2022	10275	LEON UNIFORM COMPANY	618.97
92003 12/19/2022 10315 MFA INCORPORATED 581.80 92004 12/19/2022 10355 MID WEST TACTICAL LLC 625.00 92005 12/19/2022 10322 MIDWEST TACTICAL LLC 781.12 92006 12/19/2022 10322 MILLER, DARLA L 381.35 92008 12/19/2022 10338 MISSOURI DEPT OF NATURAL RES 110.00 92019 12/19/2022 10338 MISSOURI MUNICIPAL LEAGUE 2.216.79 92010 12/19/2022 10335 MO ONE CALL SYSTEM INC 226.25 92012 12/19/2022 10355 MO ONE CALL SYSTEM INC 226.25 92013 12/19/2022 10356 MOBERLY AREA CHAMBER OF COMMERCE 7,100.00 92014 12/19/2022 10356 MOBERLY MONITOR INDEX 540.00 92015 12/19/2022 10356 MOBERLY MONITOR INDEX 540.00 92016 12/19/2022 10354 MAPA AUTO PARTS OF MOBERLY 2.055.00 92017 12/19/2022 10359 PALMATORYS 155.00	92001	12/19/2022	10656	LOPEZ GLORIA	200.00
92004 12/19/2022 10653 MID WEST TACTICAL LLC 625.00 92005 12/19/2022 97476 MIDLAND SCIENTIFIC INC 781.12 92006 12/19/2022 10322 MIDWEST ENVIR CONSULTANTS INC 176.00 92007 12/19/2022 97573 MISSOURI DEPT OF NATURAL RES 110.00 92009 12/19/2022 10338 MISSOURI DEPT OF NATURAL RES 110.00 92010 12/19/2022 10356 MOSOURI RURAL WATER ASSOCIATION 1,400.00 92011 12/19/2022 10357 MOBERLY STEM INC 2282.5 92012 12/19/2022 10356 MOORE CALL SYSTEM INC 522.00 92014 12/19/2022 10354 MOBERLY LUMBER IN IC 52.00 92015 12/19/2022 10354 MOBERLY TUMBER IN IC 2.050.00 92016 12/19/2022 10354 MOBERLY LUMBER IN IC 2.055.00 92016 12/19/2022 10354 MOREALY LUMBER INC 2.055.00 92017 12/19/2022 10354 NEMO ELECTRIC CO INC 2.0656.00<	92002	12/19/2022	10301	MATHESON TRI GAS INC	180.60
92005 12/19/2022 97476 MIDLAND SCIENTIFIC INC 781.12 92006 12/19/2022 10322 MIDVEST ENVIR CONSULTANTS INC 179.00 92007 12/19/2022 10323 MILSCORT CONSULTANTS INC 179.00 92008 12/19/2022 10323 MISSOURI DEPT OF NATURAL RES 110.00 92010 12/19/2022 10345 MISSOURI MUNICIPAL LEAGUE 2.216.79 92011 12/19/2022 10355 MOO ENC CALL SYSTEM INC 226.25 92012 12/19/2022 10357 MOBERLY AREA CHAMBER OF COMMERCE 7.100.00 92013 12/19/2022 10354 MOBERLY MONTOR INDEX 540.00 92014 12/19/2022 10354 MOBERLY MONTOR INDEX 560.00 92015 12/19/2022 10354 MODERLY AUTOMOTIVE STORES INC 2.065.00 92016 12/19/2022 10354 NEMO ELECTRIC CO INC 2.065.00 92019 12/19/2022 10344 OPEILLY AUTOMOTIVE STORES INC 2.065.00 92021 12/19/2022 10347 PATHERS TOWING <td>92003</td> <td>12/19/2022</td> <td>10315</td> <td>MFA INCORPORATED</td> <td>581.80</td>	92003	12/19/2022	10315	MFA INCORPORATED	581.80
92006 12/19/2022 10322 MILUER, DARLA L 361.35 92007 12/19/2022 97573 MISSOURI DEPT OF NATURAL RES 110.00 92008 12/19/2022 10338 MISSOURI DEPT OF NATURAL RES 110.00 92010 12/19/2022 10345 MISSOURI RURAL WATER ASSOCIATION 1.400.00 92011 12/19/2022 10355 MOO NE CALL SYSTEM INC 226.25 92012 12/19/2022 10356 MOOBERLY AREA CHAMBER OF COMMERCE 7.100.00 92013 12/19/2022 10361 MOBERLY MONITOR INDEX 540.00 92016 12/19/2022 10354 MODERLY MONITOR INDEX 540.00 92016 12/19/2022 10354 MVCC 250.00 92017 12/19/2022 10354 MVCC 20.05 92018 12/19/2022 10354 NEAD AUTO PARTS OF MOBERLY 2.055.00 92019 12/19/2022 10354 NEAD AUTO PARTS OF MOBERLY 2.055.00 92019 12/19/2022 10359 PALMATORYS 155.00 92020 12/19/2022 10340 ORELIY AUTOMOTIVE STORES INC 2	92004	12/19/2022	10653	MID WEST TACTICAL LLC	625.00
92007 12/19/2022 10323 MILLER, DARLA L 361.35 92008 12/19/2022 9757 MISSOURI DEPT OF NATURAL RES 110.00 92009 12/19/2022 10338 MISSOURI MUNICIPAL LEAGUE 2,216.79 92010 12/19/2022 10345 MISSOURI RURAL WATER ASSOCIATION 1,400.00 92011 12/19/2022 10357 MODERLY LIMBER INC 226.25 92012 12/19/2022 10357 MOBERLY AREA CHAMBER OF COMMERCE 7,100.00 92014 12/19/2022 10364 MOBERLY LIMBER INC 522.30 92016 12/19/2022 10364 MOBERLY READY MIX C/O WARREN COUNTY CON 6,657.95 92016 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 3,065.65 92017 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 2,065.00 92017 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 2,065.00 92017 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 3,065.65 92018 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 3,065.65 92020 12/19/2022	92005	12/19/2022	97476	MIDLAND SCIENTIFIC INC	781.12
92008 12/19/2022 97573 MISSOURI DEPT OF NATURAL RES 110.00 92009 12/19/2022 10338 MISSOURI MUNICIPAL LEAGUE 2.216.79 92010 12/19/2022 10345 MISSOURI RURAL WATER ASSOCIATION 1,400.00 92011 12/19/2022 10357 MOONE CALL SYSTEM INC 226.25 92012 12/19/2022 10351 MOBERLY AREA CHAMBER OF COMMERCE 7,100.00 92013 12/19/2022 10364 MOBERLY NUMER INC 522.30 92015 12/19/2022 10364 MOBERLY NONITOR INDEX 540.00 92016 12/19/2022 10365 MVCC 250.00 92017 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 3,065.65 92018 12/19/2022 10375 NEMO ELECTRIC CO INC 2,055.00 92019 12/19/2022 10375 NEMO ELECTRIC CO INC 2,055.00 92020 12/19/2022 10407 PRATHERS TOWING 420.00 92022 12/19/2022 10410 PRO PUMPING & HYDROJETTING LLC 4,513.00	92006	12/19/2022	10322	MIDWEST ENVIR CONSULTANTS INC	179.00
92009 12/19/2022 10338 MISSOURI RURAL WATER ASSOCIATION 1,400.00 92011 12/19/2022 10345 MISSOURI RURAL WATER ASSOCIATION 1,400.00 92011 12/19/2022 10355 MO ONE CALL SYSTEM INC 226.25 92012 12/19/2022 10357 MOBERLY AREA CHAMBER OF COMMERCE 7,100.00 92013 12/19/2022 10362 MOBERLY AREA CHAMBER OF COMMERCE 522.30 92014 12/19/2022 10362 MOBERLY REA CHAMBER OF COMMERCE 520.00 92015 12/19/2022 10362 MOBERLY READY MIX C/O WARREN COUNTY CON 6,657.95 92016 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 3,065.65 92019 12/19/2022 10375 NEMO ELECTRIC CO INC 2,055.00 92019 12/19/2022 10340 VREILLY AUTOMOTIVE STORES INC 280.07 92020 12/19/2022 10340 PREILECTRIC CO INC 2,055.00 92021 12/19/2022 10410 PLUMB SUPPLY COMPANY-MOBERLY 177.41 92022 12/19/2022 <	92007	12/19/2022	10323	MILLER, DARLA L	361.35
92010 12/19/2022 10345 MISSOURI RURAL WATER ASSOCIATION 1,400.00 92011 12/19/2022 10355 MO ONE CALL SYSTEM INC 226.25 92012 12/19/2022 10357 MOBERLY AREA CHAMBER OF COMMERCE 7,100.00 92014 12/19/2022 10361 MOBERLY AREA CHAMBER OF COMMERCE 7,223.00 92015 12/19/2022 10362 MOBERLY READY MIX C/O WARREN COUNTY CON 6,657.95 92016 12/19/2022 10362 MWCC 250.00 92017 12/19/2022 10375 NEMO ELECTRIC CO INC 2,055.00 92019 12/19/2022 10384 O'RELLY AUTOMOTIVE STORES INC 280.07 92020 12/19/2022 10401 PLUMB SUPPLY COMPANY-MOBERLY 177.41 92022 12/19/2022 10407 PRATHERS TOWING 420.00 92023 12/19/2022 10407 PRO PUMPING & HYDROJETTING LLC 4,513.00 92025 12/19/2022 10416 R P LUMBER COMPANY INC 3,311.64 92025 12/19/2022 10417 RANDOLPH A	92008	12/19/2022	97573	MISSOURI DEPT OF NATURAL RES	110.00
92011 12/19/2022 10355 MO ONE CALL SYSTEM INC 226.25 92012 12/19/2022 10357 MOBERLY AREA CHAMBER OF COMMERCE 7,100.00 92013 12/19/2022 10361 MOBERLY LUMBER INC 522.30 92014 12/19/2022 10362 MOBERLY MONITOR INDEX 540.00 92015 12/19/2022 10652 MVCC 250.00 92016 12/19/2022 10354 MOBERLY MONITOR INDEX 560.00 92017 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 2,055.00 92019 12/19/2022 10384 O'REILLY AUTOMOTIVE STORES INC 280.07 92020 12/19/2022 10401 PLUMB SUPPLY COMPANY-MOBERLY 177.41 92023 12/19/2022 10401 PLUMB SUPPLY COMPANY-MOBERLY 4,513.00 92024 12/19/2022 10410 PRO PUMPING & HYDROJETTING LLC 4,513.00 92025 12/19/2022 10416 R P LUMBER COMPANY INC 3,311.64 92026 12/19/2022 10416 RANDOLPH ACENTY SOLUTIONS LLC	92009	12/19/2022	10338	MISSOURI MUNICIPAL LEAGUE	2,216.79
92012 12/19/2022 10357 MOBERLY AREA CHAMBER OF COMMERCE 7,100.00 92013 12/19/2022 10361 MOBERLY LUMBER INC 522.30 92014 12/19/2022 10362 MOBERLY MONITOR INDEX 540.00 92015 12/19/2022 10364 MOBERLY MONITOR INDEX 56.657.95 92016 12/19/2022 10364 MOBERLY MANT C/O WARREN COUNTY CON 6.667.95 92017 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 3.065.65 92018 12/19/2022 10375 NEMO ELECTRIC CO INC 2.055.00 92019 12/19/2022 10384 O'REILLY AUTOMOTIVE STORES INC 280.07 92022 12/19/2022 10405 PALMATORY'S 155.00 92023 12/19/2022 10407 PRATHERS TOWING 420.00 92024 12/19/2022 10410 PRO PUMPINO & HYDROJETTING LLC 4,513.00 92025 12/19/2022 10418 RANDOLPH COUNTY BOARD REALTORS 200.00 92028 12/19/2022 10418 RANDOLPH COUNTY RECORDER <td>92010</td> <td>12/19/2022</td> <td>10345</td> <td>MISSOURI RURAL WATER ASSOCIATION</td> <td>1,400.00</td>	92010	12/19/2022	10345	MISSOURI RURAL WATER ASSOCIATION	1,400.00
92013 12/19/2022 10361 MOBERLY LUMBER INC 522.30 92014 12/19/2022 10362 MOBERLY MONITOR INDEX 540.00 92015 12/19/2022 10364 MOBERLY READY MIX C/O WARREN COUNTY CON 6,657.95 92016 12/19/2022 10365 MWCC 250.00 92017 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 3,065.65 92018 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 3,065.65 92019 12/19/2022 10384 OREILLY AUTOMOTIVE STORES INC 280.07 92020 12/19/2022 10389 PALMATORY'S 155.00 92021 12/19/2022 10401 PLUMB SUPPLY COMPANY-MOBERLY 177.741 92022 12/19/2022 10401 PRATHERS TOWING 420.00 92023 12/19/2022 10410 PRO PUMPING & HYDROJETTING LLC 4,513.00 92024 12/19/2022 10414 RANDOLPH COUNTY BOARD REALTORS 200.00 92025 12/19/2022 10418 RANDOLPH COUNTY BOARD REALTORS 200.00 92026 12/19/2022 10414 RANDOL	92011	12/19/2022	10355	MO ONE CALL SYSTEM INC	226.25
92014 12/19/2022 10362 MOBERLY MONITOR INDEX 540.00 92015 12/19/2022 10364 MOBERLY READY MIX C/O WARREN COUNTY CON 6,657.95 92016 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 3,065.65 92018 12/19/2022 10375 NEMO ELECTRIC CO INC 2,055.00 92019 12/19/2022 10384 O'REILLY AUTOMOTIVE STORES INC 280.07 92020 12/19/2022 10404 PLUMB SUPPLY COMPANY-MOBERLY 177.41 92022 12/19/2022 10407 PRATHERS TOWING 420.00 92023 12/19/2022 10407 PRATHERS TOWING & HYDROJETTING LLC 4,513.00 92024 12/19/2022 10410 PRO PUMPING & HYDROJETTING LLC 4,513.00 92025 12/19/2022 10418 RANDOLPH ACMANY INC 3,311.64 92026 12/19/2022 10418 RANDOLPH COUNTY BOARD REALTORS 200.00 92027 12/19/2022 10444 SAFE PASSAGE 88.00 33.11.64 92029 12/19/2022 10445 STAPULPH COUNTY BOARD REALTORS 200.00 92030	92012	12/19/2022	10357	MOBERLY AREA CHAMBER OF COMMERCE	7,100.00
92015 12/19/2022 10364 MOBERLY READY MIX C/O WARREN COUNTY CON 6,657.95 92016 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 3,065.65 92018 12/19/2022 10375 NEMO ELECTRIC CO INC 2,055.00 92019 12/19/2022 10384 O'REILLY AUTOMOTIVE STORES INC 280.07 92020 12/19/2022 10389 PALMATORY'S 155.00 92021 12/19/2022 10401 PLUMB SUPPLY COMPANY-MOBERLY 177.41 92022 12/19/2022 10401 PRATHERS TOWING 420.00 92023 12/19/2022 10410 PRO PUMPING & HYDROJETTING LLC 4,513.00 92024 12/19/2022 10414 RANDOLPH AREA YMCA 1,805.10 92025 12/19/2022 10418 RANDOLPH AREA YMCA 1,805.10 92026 12/19/2022 10418 RANDOLPH AREA YMCA 1,805.10 92027 12/19/2022 10444 SAFE PASSAGE 88.00 92030 12/19/2022 10445 SCHULTE SUPPLY INC 407.44 92031 12/19/2022 10465 SICKLER AMBER <	92013	12/19/2022	10361	MOBERLY LUMBER INC	522.30
92016 12/19/2022 10652 MWCC 250.00 92017 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 3,065.65 92018 12/19/2022 10375 NEMO ELECTRIC CO INC 2,055.00 92019 12/19/2022 10384 O'REILLY AUTOMOTIVE STORES INC 280.07 92020 12/19/2022 10389 PALMATORY'S 155.00 92021 12/19/2022 10401 PLUMB SUPPLY COMPANY-MOBERLY 177.41 92022 12/19/2022 10407 PRATHERS TOWING 420.00 92023 12/19/2022 10410 PRO PUMPING & HYDROJETTING LLC 233.00 92024 12/19/2022 10412 Q SECURITY SOLUTIONS LLC 223.00 92025 12/19/2022 10418 RANDOLPH ACOUNTY BOARD REALTORS 200.00 92025 12/19/2022 10418 RANDOLPH COUNTY BOARD REALTORS 200.00 92029 12/19/2022 10444 SAFE PASSAGE 88.00 92030 12/19/2022 10459 SCHULTE SUPPLY INC 407.44 92031 12/19/2022 10459 SCHULTE SUPLY INC 407.44<	92014	12/19/2022	10362	MOBERLY MONITOR INDEX	540.00
92017 12/19/2022 10374 NAPA AUTO PARTS OF MOBERLY 3,065.65 92018 12/19/2022 10375 NEMO ELECTRIC CO INC 2,055.00 92019 12/19/2022 10384 O'REILLY AUTOMOTIVE STORES INC 280.07 92020 12/19/2022 10389 PALMATORY'S 155.00 92021 12/19/2022 10401 PLUMB SUPPLY COMPANY-MOBERLY 177.41 92022 12/19/2022 10401 PRATHERS TOWING 420.00 92023 12/19/2022 10401 PRO PUMPING & HYDROJETTING LLC 4,513.00 92024 12/19/2022 10410 RO PUMPING & HYDROJETTING LLC 223.00 92025 12/19/2022 10416 R P LUMBER COMPANY INC 3,311.64 92026 12/19/2022 10418 RANDOLPH AREA YMCA 1,805.10 92027 12/19/2022 10418 RANDOLPH COUNTY BOARD REALTORS 200.00 92028 12/19/2022 10444 SAFE PASSAGE 88.00 92030 12/19/2022 10459 SCHULTE SUPPLY INC 407.44 92031 12/19/2022 10459 SICKLER AMBER	92015	12/19/2022	10364	MOBERLY READY MIX C/O WARREN COUNTY CON	6,657.95
92018 12/19/2022 10375 NEMO ELECTRIC CO INC 2,055.00 92019 12/19/2022 10384 O'REILLY AUTOMOTIVE STORES INC 280.07 92020 12/19/2022 10389 PALMATORY'S 155.00 92021 12/19/2022 10401 PLUMB SUPPLY COMPANY-MOBERLY 177.41 92022 12/19/2022 10407 PRATHERS TOWING 420.00 92023 12/19/2022 10410 PRO PUMPING & HYDROJETTING LLC 4,513.00 92024 12/19/2022 10412 Q SECURITY SOLUTIONS LLC 223.00 92025 12/19/2022 10416 R P LUMBER COMPANY INC 3,311.64 92026 12/19/2022 10418 RANDOLPH AREA YMCA 1,805.10 92027 12/19/2022 10448 RANDOLPH COUNTY BOARD REALTORS 200.00 92028 12/19/2022 10424 RANDOLPH COUNTY BECORDER 27.00 92030 12/19/2022 10448 SAFE PASSAGE 88.00 92031 12/19/2022 10459 SCHULTE SUPPLY INC 407.44	92016	12/19/2022	10652	MWCC	250.00
92019 12/19/2022 10384 O'REILLY AUTOMOTIVE STORES INC 280.07 92020 12/19/2022 10389 PALMATORY'S 155.00 92021 12/19/2022 10401 PLUMB SUPPLY COMPANY-MOBERLY 177.41 92022 12/19/2022 10407 PRATHERS TOWING 420.00 92023 12/19/2022 10410 PRO PUMPING & HYDROJETTING LLC 4,513.00 92024 12/19/2022 10412 Q SECURITY SOLUTIONS LLC 223.00 92025 12/19/2022 10418 RANDOLPH AREA YMCA 1,805.10 92026 12/19/2022 10418 RANDOLPH COUNTY BOARD REALTORS 200.00 92027 12/19/2022 10444 SAFE PASSAGE 88.00 92029 12/19/2022 10444 SAFE PASSAGE 88.00 92030 12/19/2022 10459 SCHULTE SUPPLY INC 407.44 92031 12/19/2022 10459 SICKLER AMBER 200.00 92033 12/19/2022 10459 SWALLOW TROPHY & ENGRAVING 12.00 92034 12/19/2022 10450 SWALLOW TROPHY & ENGRAVING 12.00	92017	12/19/2022	10374	NAPA AUTO PARTS OF MOBERLY	3,065.65
92020 12/19/2022 10389 PALMATORY'S 155.00 92021 12/19/2022 10401 PLUMB SUPPLY COMPANY-MOBERLY 177.41 92022 12/19/2022 10407 PRATHERS TOWING 420.00 92023 12/19/2022 10401 PRO PUMPING & HYDROJETTING LLC 4,513.00 92024 12/19/2022 10412 Q SECURITY SOLUTIONS LLC 223.00 92025 12/19/2022 10418 R NDOLPH AREA YMCA 3,311.64 92026 12/19/2022 10418 RANDOLPH AREA YMCA 1,805.10 92027 12/19/2022 10418 RANDOLPH COUNTY BOARD REALTORS 200.00 92028 12/19/2022 10424 RANDOLPH COUNTY RECORDER 27.00 92029 12/19/2022 10448 SAFE PASSAGE 88.00 92030 12/19/2022 10459 SCHULTE SUPPLY INC 407.44 92031 12/19/2022 10469 SHERWOODS SIGNS LLC 152.50 92032 12/19/2022 10459 SUMNER ONE 337.10 92034 12/19/2022 10459 SUMNER ONE 337.10	92018	12/19/2022	10375	NEMO ELECTRIC CO INC	2,055.00
92021 12/19/2022 10401 PLUMB SUPPLY COMPANY-MOBERLY 177.41 92022 12/19/2022 10407 PRATHERS TOWING 420.00 92023 12/19/2022 10410 PRO PUMPING & HYDROJETTING LLC 4,513.00 92024 12/19/2022 10412 Q SECURITY SOLUTIONS LLC 223.00 92025 12/19/2022 10416 R P LUMBER COMPANY INC 3,311.64 92026 12/19/2022 10418 RANDOLPH AREA YMCA 1,805.10 92027 12/19/2022 98315 RANDOLPH COUNTY BOARD REALTORS 200.00 92028 12/19/2022 10424 RANDOLPH COUNTY RECORDER 27.00 92029 12/19/2022 10444 SAFE PASSAGE 88.00 92030 12/19/2022 10445 SAFE PASSAGE 400.01 92031 12/19/2022 10459 SICKLER AMBER 200.00 92032 12/19/2022 10459 SICKLER AMBER 300.01 92033 12/19/2022 10459 SIMENE ONE 337.10 92034 12/19/2022 10450 SUMNER ONE 337.00	92019	12/19/2022	10384	O'REILLY AUTOMOTIVE STORES INC	280.07
92022 12/19/2022 10407 PRATHERS TOWING 420.00 92023 12/19/2022 10410 PRO PUMPING & HYDROJETTING LLC 4,513.00 92024 12/19/2022 10412 Q SECURITY SOLUTIONS LLC 223.00 92025 12/19/2022 10416 R P LUMBER COMPANY INC 3,311.64 92026 12/19/2022 10418 RANDOLPH AREA YMCA 1,805.10 92027 12/19/2022 98315 RANDOLPH COUNTY BOARD REALTORS 200.00 92028 12/19/2022 10444 RANDOLPH COUNTY RECORDER 27.00 92029 12/19/2022 10445 SAFE PASSAGE 88.00 92030 12/19/2022 10445 SAFE PASSAGE 88.00 92031 12/19/2022 10459 SCHULTE SUPPLY INC 407.44 92032 12/19/2022 10459 SICKLER AMBER 200.00 92033 12/19/2022 10459 SUMINER ONE 337.10 92034 12/19/2022 10459 SWALLOW TROPHY & ENGRAVING 12.00 92035 12/19/2022 10530 THOMSON REUTERS-WEST 53.00	92020	12/19/2022	10389	PALMATORY'S	155.00
92023 12/19/2022 10410 PRO PUMPING & HYDROJETTING LLC 4,513.00 92024 12/19/2022 10412 Q SECURITY SOLUTIONS LLC 223.00 92025 12/19/2022 10416 R P LUMBER COMPANY INC 3,311.64 92026 12/19/2022 10418 RANDOLPH AREA YMCA 1,805.10 92027 12/19/2022 98315 RANDOLPH COUNTY BOARD REALTORS 200.00 92028 12/19/2022 10424 RANDOLPH COUNTY RECORDER 27.00 92029 12/19/2022 10444 SAFE PASSAGE 88.00 92030 12/19/2022 10449 SHERWOODS SIGNS LLC 152.50 92032 12/19/2022 10459 SCHULTE SUPPLY INC 407.44 92031 12/19/2022 10450 SHERWOODS SIGNS LLC 152.50 92032 12/19/2022 10455 STAPLES 400.01 92034 12/19/2022 10450 SWALLOW TROPHY & ENGRAVING 12.00 92035 12/19/2022 10493 SWALLOW TROPHY & ENGRAVING 12.00 92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 <td>92021</td> <td>12/19/2022</td> <td>10401</td> <td>PLUMB SUPPLY COMPANY-MOBERLY</td> <td>177.41</td>	92021	12/19/2022	10401	PLUMB SUPPLY COMPANY-MOBERLY	177.41
92024 12/19/2022 10412 Q SECURITY SOLUTIONS LLC 223.00 92025 12/19/2022 10416 R P LUMBER COMPANY INC 3,311.64 92026 12/19/2022 10418 RANDOLPH AREA YMCA 1,805.10 92027 12/19/2022 98315 RANDOLPH COUNTY BOARD REALTORS 200.00 92028 12/19/2022 10424 RANDOLPH COUNTY RECORDER 27.00 92029 12/19/2022 10444 SAFE PASSAGE 88.00 92030 12/19/2022 10444 SAFE PASSAGE 407.44 92031 12/19/2022 10459 SCHULTE SUPPLY INC 407.44 92032 12/19/2022 10469 SHERWOODS SIGNS LLC 152.50 92033 12/19/2022 10651 SICKLER AMBER 200.00 92034 12/19/2022 10459 SUMNER ONE 337.10 92035 12/19/2022 10493 SWALLOW TROPHY & ENGRAVING 12.00 92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 92037 12/19/2022 10520 UNITED FIRST AID & SAFETY LLC 143.12 <tr< td=""><td>92022</td><td>12/19/2022</td><td>10407</td><td>PRATHERS TOWING</td><td>420.00</td></tr<>	92022	12/19/2022	10407	PRATHERS TOWING	420.00
92025 12/19/2022 10416 R P LUMBER COMPANY INC 3,311.64 92026 12/19/2022 10418 RANDOLPH AREA YMCA 1,805.10 92027 12/19/2022 98315 RANDOLPH COUNTY BOARD REALTORS 200.00 92028 12/19/2022 10424 RANDOLPH COUNTY BOARD REALTORS 207.00 92029 12/19/2022 10424 RANDOLPH COUNTY RECORDER 27.00 92030 12/19/2022 10444 SAFE PASSAGE 88.00 92031 12/19/2022 10459 SCHULTE SUPPLY INC 407.44 92032 12/19/2022 10651 SICKLER AMBER 200.00 92033 12/19/2022 10651 SICKLER AMBER 200.00 92034 12/19/2022 10459 STAPLES 400.01 92035 12/19/2022 10493 SWALLOW TROPHY & ENGRAVING 12.00 92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 92037 12/19/2022 10520 UNITED FIRST AID & SAFETY LLC 143.12 92038 12/19/2022 10529 USA BLUE BOOK 2,486.11 <tr< td=""><td>92023</td><td>12/19/2022</td><td>10410</td><td>PRO PUMPING & HYDROJETTING LLC</td><td>4,513.00</td></tr<>	92023	12/19/2022	10410	PRO PUMPING & HYDROJETTING LLC	4,513.00
92026 12/19/2022 10418 RANDOLPH AREA YMCA 1,805.10 92027 12/19/2022 98315 RANDOLPH COUNTY BOARD REALTORS 200.00 92028 12/19/2022 10424 RANDOLPH COUNTY RECORDER 27.00 92029 12/19/2022 10424 RANDOLPH COUNTY RECORDER 27.00 92029 12/19/2022 10444 SAFE PASSAGE 88.00 92030 12/19/2022 10459 SCHULTE SUPPLY INC 407.44 92031 12/19/2022 10469 SHERWOODS SIGNS LLC 152.50 92032 12/19/2022 10651 SICKLER AMBER 200.00 92033 12/19/2022 10485 STAPLES 400.01 92034 12/19/2022 10490 SUMNER ONE 337.10 92035 12/19/2022 10493 SWALLOW TROPHY & ENGRAVING 12.00 92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 92037 12/19/2022 10520 UNITED FIRST AID & SAFETY LLC 143.12 92038 12/19/2022 10520 UNITED RENTALS NORTH AMERICA INC 1,877.46	92024	12/19/2022	10412	Q SECURITY SOLUTIONS LLC	223.00
92027 12/19/2022 98315 RANDOLPH COUNTY BOARD REALTORS 200.00 92028 12/19/2022 10424 RANDOLPH COUNTY RECORDER 27.00 92029 12/19/2022 10444 SAFE PASSAGE 88.00 92030 12/19/2022 10459 SCHULTE SUPPLY INC 407.44 92031 12/19/2022 10469 SHERWOODS SIGNS LLC 152.50 92032 12/19/2022 10651 SICKLER AMBER 200.00 92033 12/19/2022 10485 STAPLES 400.01 92034 12/19/2022 10490 SUMNER ONE 337.10 92035 12/19/2022 10493 SWALLOW TROPHY & ENGRAVING 12.00 92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 92037 12/19/2022 1052 UNITED FIRST AID & SAFETY LLC 143.12 92038 12/19/2022 1052 USA BLUE BOOK 2,486.11 92039 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92025	12/19/2022	10416	R P LUMBER COMPANY INC	3,311.64
92028 12/19/2022 10424 RANDOLPH COUNTY RECORDER 27.00 92029 12/19/2022 10444 SAFE PASSAGE 88.00 92030 12/19/2022 10459 SCHULTE SUPPLY INC 407.44 92031 12/19/2022 10469 SHERWOODS SIGNS LLC 152.50 92032 12/19/2022 10651 SICKLER AMBER 200.00 92033 12/19/2022 10469 SHERWOODS SIGNS LLC 307.10 92034 12/19/2022 10490 SUMNER ONE 337.10 92035 12/19/2022 10493 SWALLOW TROPHY & ENGRAVING 12.00 92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 92037 12/19/2022 1052 UNITED FIRST AID & SAFETY LLC 143.12 92038 12/19/2022 1052 USA BLUE BOOK 2,486.11 92039 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92026	12/19/2022	10418	RANDOLPH AREA YMCA	1,805.10
92029 12/19/2022 10444 SAFE PASSAGE 88.00 92030 12/19/2022 10459 SCHULTE SUPPLY INC 407.44 92031 12/19/2022 10469 SHERWOODS SIGNS LLC 152.50 92032 12/19/2022 10651 SICKLER AMBER 200.00 92033 12/19/2022 10455 STAPLES 400.01 92034 12/19/2022 10490 SUMNER ONE 337.10 92035 12/19/2022 10493 SWALLOW TROPHY & ENGRAVING 12.00 92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 92037 12/19/2022 1052 UNITED FIRST AID & SAFETY LLC 143.12 92038 12/19/2022 1052 UNITED RENTALS NORTH AMERICA INC 1,877.46 92039 12/19/2022 1052 USA BLUE BOOK 2,486.11 92040 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92027	12/19/2022	98315	RANDOLPH COUNTY BOARD REALTORS	200.00
92030 12/19/2022 10459 SCHULTE SUPPLY INC 407.44 92031 12/19/2022 10469 SHERWOODS SIGNS LLC 152.50 92032 12/19/2022 10651 SICKLER AMBER 200.00 92033 12/19/2022 10485 STAPLES 400.01 92034 12/19/2022 10490 SUMNER ONE 337.10 92035 12/19/2022 10493 SWALLOW TROPHY & ENGRAVING 12.00 92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 92037 12/19/2022 1052 UNITED FIRST AID & SAFETY LLC 143.12 92038 12/19/2022 1052 UNITED RENTALS NORTH AMERICA INC 1,877.46 92039 12/19/2022 1052 USA BLUE BOOK 2,486.11 92040 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92028	12/19/2022	10424	RANDOLPH COUNTY RECORDER	27.00
92031 12/19/2022 10469 SHERWOODS SIGNS LLC 152.50 92032 12/19/2022 10651 SICKLER AMBER 200.00 92033 12/19/2022 10485 STAPLES 400.01 92034 12/19/2022 10490 SUMNER ONE 337.10 92035 12/19/2022 10493 SWALLOW TROPHY & ENGRAVING 12.00 92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 92037 12/19/2022 10520 UNITED FIRST AID & SAFETY LLC 143.12 92038 12/19/2022 10521 UNITED RENTALS NORTH AMERICA INC 1,877.46 92039 12/19/2022 10520 USA BLUE BOOK 2,486.11 92040 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92029	12/19/2022	10444	SAFE PASSAGE	88.00
92032 12/19/2022 10651 SICKLER AMBER 200.00 92033 12/19/2022 10485 STAPLES 400.01 92034 12/19/2022 10490 SUMNER ONE 337.10 92035 12/19/2022 10493 SWALLOW TROPHY & ENGRAVING 12.00 92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 92037 12/19/2022 10520 UNITED FIRST AID & SAFETY LLC 143.12 92038 12/19/2022 10521 UNITED RENTALS NORTH AMERICA INC 1,877.46 92039 12/19/2022 10529 USA BLUE BOOK 2,486.11 92040 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92030	12/19/2022	10459	SCHULTE SUPPLY INC	407.44
92033 12/19/2022 10485 STAPLES 400.01 92034 12/19/2022 10490 SUMNER ONE 337.10 92035 12/19/2022 10493 SWALLOW TROPHY & ENGRAVING 12.00 92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 92037 12/19/2022 10520 UNITED FIRST AID & SAFETY LLC 143.12 92038 12/19/2022 10521 UNITED RENTALS NORTH AMERICA INC 1,877.46 92039 12/19/2022 10520 USA BLUE BOOK 2,486.11 92040 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92031	12/19/2022	10469	SHERWOODS SIGNS LLC	152.50
92034 12/19/2022 10490 SUMNER ONE 337.10 92035 12/19/2022 10493 SWALLOW TROPHY & ENGRAVING 12.00 92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 92037 12/19/2022 10520 UNITED FIRST AID & SAFETY LLC 143.12 92038 12/19/2022 10521 UNITED RENTALS NORTH AMERICA INC 1,877.46 92039 12/19/2022 10529 USA BLUE BOOK 2,486.11 92040 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92032	12/19/2022	10651	SICKLER AMBER	200.00
92035 12/19/2022 10493 SWALLOW TROPHY & ENGRAVING 12.00 92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 92037 12/19/2022 10520 UNITED FIRST AID & SAFETY LLC 143.12 92038 12/19/2022 10521 UNITED RENTALS NORTH AMERICA INC 1,877.46 92039 12/19/2022 10520 USA BLUE BOOK 2,486.11 92040 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92033	12/19/2022	10485	STAPLES	400.01
92036 12/19/2022 10503 THOMSON REUTERS-WEST 53.00 92037 12/19/2022 10520 UNITED FIRST AID & SAFETY LLC 143.12 92038 12/19/2022 10521 UNITED RENTALS NORTH AMERICA INC 1,877.46 92039 12/19/2022 10529 USA BLUE BOOK 2,486.11 92040 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92034	12/19/2022	10490	SUMNER ONE	337.10
92037 12/19/2022 10520 UNITED FIRST AID & SAFETY LLC 143.12 92038 12/19/2022 10521 UNITED RENTALS NORTH AMERICA INC 1,877.46 92039 12/19/2022 10529 USA BLUE BOOK 2,486.11 92040 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92035	12/19/2022	10493	SWALLOW TROPHY & ENGRAVING	12.00
92038 12/19/2022 10521 UNITED RENTALS NORTH AMERICA INC 1,877.46 92039 12/19/2022 10529 USA BLUE BOOK 2,486.11 92040 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92036	12/19/2022	10503	THOMSON REUTERS-WEST	53.00
92039 12/19/2022 10529 USA BLUE BOOK 2,486.11 92040 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92037	12/19/2022	10520	UNITED FIRST AID & SAFETY LLC	143.12
92040 12/19/2022 10530 USI INSURANCE SERVICE LLC 6,250.00	92038	12/19/2022	10521	UNITED RENTALS NORTH AMERICA INC	1,877.46
	92039	12/19/2022	10529	USA BLUE BOOK	2,486.11
92041 12/19/2022 10533 VALIC 760.00	92040	12/19/2022	10530	USI INSURANCE SERVICE LLC	6,250.00
	92041	12/19/2022	10533	VALIC	760.00

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Check Number	Check Issue Date	Vendor Number	Payee	Amount	
92042	12/19/2022	10544	WARREN CONSTRUCTION	4,532.48	
92043	12/19/2022	10561	WILLIAMS KEEPERS LLC	4,850.00	
92044	12/19/2022	10565	WILLIS BROS INC	126,319.04	
92045	12/19/2022	10566	WILLIS, MARK	5,500.00	
20221213	12/13/2022	10546	WASTE MANAGEMENT SOLUTIONS	93,006.60	М
20221214	12/14/2022	10060	BANKCARD SERVICES	24,864.77	М
110120223	12/09/2022	10189	FRANCOTYP-POSTALIA INC	1,000.00	
110120224	12/09/2022	10365	MOBERLY SOLAR LLC	15,660.16	
Grand Tot	als:			714,206.48	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
100.000.160	3,215.02	.00	3,215.02
100.000.200	560.82	107,867.17-	107,306.35
100.000.230	110.95	.00	110.95
100.001.520	44.40	.00	44.40
100.001.540	14.99	.00	14.99
100.001.540	6 386.11	.00	386.11
100.001.580	.00	11.92-	11.92
100.002.520	0 21.90	.00	21.90
100.002.580	40.00	.00	40.00
100.002.580	29.64	.00	29.64
100.003.520	419.99	.00	419.99
100.003.521	1.07	.00	.07
100.003.540	3 29.98	.00	29.98
100.003.580	6.00	400.00-	400.00
100.004.540	4 53.00	.00	53.00
100.004.570	0 1,462.00	.00	1,462.00
100.005.520	0 54.64	.00	54.64
100.005.520	5 196.10	5.96-	190.14
100.005.521	1 .99	.00	.99
100.005.521	2 470.00	.00	470.00
100.005.540	3 19.99	.00	19.99
100.005.541	8 956.07	.00	956.07
100.005.581	0 132.60	.00	132.60
100.006.521	8 9,936.99	.00	9,936.99
100.007.510	7 661.43	39.60-	621.83
100.007.520	0 268.68	54.48-	214.20
100.007.520	5 3,061.45	6.90-	3,054.55
100.007.520	6 263.98	.00	263.98
100.007.521	1 672.66	.00	672.66
100.007.5217	7 74.11	.00	74.11
100.007.5220	0 1,375.00	.00	1,375.00
100.007.5308	B 700.75	.00	700.75
100.007.5402	2 625.00	.00	625.00
100.007.5403	3 544.88	.00	544.88
100.007.5406	6 190.00	.00	190.00
100.007.5806	6 84.99	.00	84.99
100.007.5807	7 338.11	.00	338.11
100.008.5107		.00	236.12
100.008.5200	0 12.00	.00	12.00
100.008.5203		.00	32.61

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GL Account	Debit	Credit	Proof
100.008.5205	2,125.76	.00	2,125.76
100.008.5206	3,568.98	.00	3,568.98
100.008.5211	218.39	.00	218.39
100.008.5300	265.99	.00	265.99
100.008.5308	860.00	.00	860.00
100.008.5403	14.99	.00	14.99
100.008.5404	380.00	.00	380.00
100.008.5806	236.99	.00	236.99
100.008.5807	1,221.20	.00	1,221.20
100.008.5813	51.48	.00	51.48
100.009.5200	1,000.79	.00	1,000.79
100.009.5205	4,245.70	5.96-	4,239.74
100.009.5211	87.14	.00	87.14
100.009.5300	128.80	.00	128.80
100.009.5309	152.47	.00	152.47
100.009.5310	45.00	.00	45.00
100.009.5311	699.65	36.00-	663.65
100.010.5200	41.99	.00	41.99
100.010.5211	39.67	.00	39.67
100.010.5300	1,060.60	.00	1,060.60
100.010.5406	2,750.00	.00	2,750.00
100.010.5813	51.60	.00	51.60
100.011.5204	138.78	.00	138.78
100.013.5203	1,000.00	.00	1,000.00
100.013.5210	124.00	.00	124.00
100.013.5211	960.21	.00	960.21
100.013.5404	2,216.79	.00	2,216.79
100.013.5405	2,425.00	.00	2,425.00
100.013.5406	50,000.00	.00	50,000.00
100.013.5500	2,651.27	.00	2,651.27
100.013.5806	1,502.04	.00	1,502.04
100.013.5808	165.98	.00	165.98
100.013.5813	594.38	.00	594.38
100.014.5209	70.34	.00	70.34
100.020.5806	33.99	.00	33.99
102.000.2000	.00	7,100.00-	7,100.00-
102.000.5406	7,100.00	.00	7,100.00
105.000.2000	.00	2,569.60-	2,569.60-
105.000.2603	2,569.60	.00	2,569.60
110.000.2000	.00	91,504.54-	91,504.54-
110.000.2202	91,504.54	.00	91,504.54
114.000.2000	.00	111,483.65-	111,483.65-
114.000.5200	41.98	.00	41.98
114.000.5305	288.53	.00	288.53
114.000.5406	3,709.00	.00	3,709.00
114.000.5500	100,000.00	.00	100,000.00
114.000.5502	7,444.14	.00	7,444.14
115.000.2000	42.88	80,935.92-	80,893.04-
115.000.2200	1,825.00	25.00-	1,800.00
115.040.5200	9.99	.00	9.99
115.040.5206	290.06	.00	290.06
115.040.5211	39.67	.00	39.67
115.040.5406	20.00	.00	20.00
115.041.5200	1,055.57	.00	1,055.57
115.041.5204	98.21	.00	98.21
115.041.5205	917.62	5.96-	911.66
115.041.5206	40.05	.00	40.05

GL Account	Debit	Credit	Proof
115.041.5211	39.67	.00	39.67
115.041.5300	284.01	.00	284.01
115.041.5302	3,956.81	.00	3,956.81
115.041.5305	5,709.60	.00	5,709.60
115.041.5309	135.00	.00	135.00
115.041.5311	2,681.34	.00	2,681.34
115.041.5402	95.00	.00	95.00
115.041.5406	41.00	.00	41.00
115.041.5502	47,149.42	.00	47,149.42
115.041.5813	757.75	.00	757.75
115.042.5211	39.67	.00	39.67
115.042.5402	1,050.00	.00	1,050.00
115.042.5406	211.00	.00	211.00
115.043.5214	29.98	.00	29.98
115.044.5200	270.34	.00	270.34
115.044.5201	86.00	.00	86.00
115.044.5212	789.74	.00	789.74
115.044.5404	860.00	.00	860.00
115.044.5406	4,905.00	.00	4,905.00
115.044.5500	1,509.64	.00	1,509.64
115.044.5501	3,070.50	.00	3,070.50
115.044.5803	55.00	.00	55.00
115.044.5807	502.29	.00	502.29
115.048.5200	438.69	.00	438.69
115.048.5205	65.68	11.92-	53.76
115.048.5206	33.96	.00	33.96
115.048.5211	87.14	.00	87.14
115.048.5302	1,056.05	.00	1,056.05
115.048.5311	638.47	.00	638.47
115.048.5406	91.00	.00	91.00
120.000.2000	.00	32,293.11-	32,293.11-
120.000.5200	54.21	.00	54.21
120.000.5205	23,354.80	.00	23,354.80
120.000.5211	130.72	.00	130.72
120.000.5300	6,670.89	.00	6,670.89
120.000.5311	1,828.26	.00	1,828.26
120.000.5406	179.00	.00	179.00
120.000.5806	28.38	.00	28.38
120.000.5813	46.85	.00	46.85
125.000.2000	.00	27.00-	27.00-
125.000.4814	27.00	.00	27.00
300.000.2000	.00	3,700.48-	3,700.48-
300.000.2100	3,700.48	.00	3,700.48
301.000.2000	73.85	203,062.17-	202,988.32-
301.110.5200	21.90	.00	21.90
301.110.5201	65.22	.00	65.22
301.110.5205	22.42	.00	22.42
301.110.5308	22.00	.00	22.00
301.110.5403	5,400.00	.00	5,400.00
301.110.5404	1,400.00	.00	1,400.00
301.110.5405	2,425.00	.00	2,425.00
301.110.5807	686.49	.00	686.49
301.110.5810	30.00	.00	30.00
301.112.5205	3,196.19	5.96-	3,190.23
301.112.5212	240.00	.00	240.00
301.112.5213	336.93	.00	336.93
301.112.5309	120.00	.00	120.00

GL Account	Debit	Credit	Proof
301.112.5310	501.23	50.00-	451.23
301.112.5311	292.37	.00	292.37
301.112.5313	1,539.65	.00	1,539.65
301.112.5314	5,764.15	.00	5,764.15
301.112.5404	70.00	.00	70.00
301.112.5406	226.25	.00	226.25
301.112.5412	126,319.04	.00	126,319.04
301.113.5205	238.48	5.96-	232.52
301.113.5207	6,996.01	.00	6,996.01
301.113.5211	181.71	.00	181.71
301.113.5309	141.78	.00	141.78
301.113.5311	304.00	.00	304.00
301.113.5316	447.00	.00	447.00
301.113.5402	110.00	.00	110.00
301.113.5502	6,402.90	.00	6,402.90
301.114.5201	14.63	.00	14.63
301.114.5203	7.85	.00	7.85
301.114.5204	6.77	.00	6.77
301.114.5205	381.90	5.97-	375.93
301.114.5211	87.14	.00	87.14
301.114.5216	3,926.66	.00	3,926.66
301.114.5217	233.07	.00	233.07
301.114.5303	4,138.02	.00	4,138.02
301.114.5304	4,913.00	.00	4,913.00
301.114.5310	518.63	.00	518.63
301.114.5406	440.00	.00	440.00
301.114.5417	381.50	.00	381.50
301.114.5502	13,910.25	.00	13,910.25
301.115.5205	105.15	5.96-	99.19
301.115.5402	250.00	.00	250.00
301.115.5404	222.00	.00	222.00
301.115.5810	19.48	.00	19.48
301.115.5814	18.50	.00	18.50
301.115.5816	9,986.90	.00	9,986.90
303.000.2000	.00	5,869.43-	5,869.43-
303.000.5500	5,869.43	.00	5,869.43
304.000.2000	.00	8,691.65-	8,691.65-
304.000.5408	8,234.15	.00	8,234.15
304.000.5502	457.50	.00	457.50
350.000.2000	.00	16,287.50-	16,287.50-
350.180.5408	1,430.00	.00	1,430.00
350.182.5408	8,280.00	.00	8,280.00
350.184.5408	6,577.50	.00	6,577.50
400.000.2000	.00	1,017.69-	1,017.69-
400.000.5107	263.94	.00	263.94
400.000.5211	753.75	.00	753.75
600.000.2000	.00	30,884.50-	30,884.50-
600.000.5502	30,884.50	.00	30,884.50
601.000.2000	.00	5,206.14-	5,206.14-
601.000.5302	5,206.14	.00	5,206.14
903.000.2000	.00	1,719.49-	1,719.49-
903.000.5500	1,719.49	.00	1,719.49
906.000.2000	00.	3,910.33-	3,910.33-
906.000.5500	3,910.33	00.	3,910.33
911.000.2000	.00	27.90-	27.90-
911.000.5212	27.90	.00	27.90
912.000.2000	40.53	766.29-	725.76-

Check Register - City of Moberly Check Issue Dates: 12/6/2022 - 12/19/2022 #10.

Live 11.07.2022 Hosted		Check Issue Dates: 12/6/2022 - 12/19/2			
GL Ac	count	Debit	Credit	Proof	
	912.000.5502 912.000.5806	42.54 723.75	40.53- .00	2.01 723.75	
Grand Totals:	=	715,642.64	715,642.64-	.00	
Dated:					
Mayor:					
City Council:					
		-			
City Recorder:					
Report Criteria: Report type: Sum	mary				
Check.Type = {<>	} "Adjustment"				

,

Agenda Item:	Department Head Monthly Reports
Summary:	Attached is Community Development Monthly Report/Public Works Monthly, Finance Department Monthly Report, Parks and Rec. Monthly Report, Police Department Monthly Report, Fire Department Monthly Report, Public Utility Monthly Report, Moberly Area Economic Development, Moberly Chamber of Commerce. These are for you to review on the activity that each Department has accomplished for the Month November.
Recommended Action:	Just for your review
Fund Name:	N/A
Account Number:	N/A
Available Budget \$:	N/A

ACHMENTS:			Roll Call	Aye	Nay
_ Memo _ Staff Report Correspondence	Council Minutes Proposed Ordinance Proposed Resolution	Mayor M S	_ Jeffrey		
Bid Tabulation	Attorney's Report	Council Me	ember		
P/C Recommendation	Petition	M S	Brubaker		
P/C Minutes	Contract	M S	Kimmons		
Application	Budget Amendment	M S	Kyser		
Citizen	Legal Notice	M S	Lucas		
Consultant Report	Other			Passed	Failed

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

Novemberber 2022

A. **PROJECTS**

Community Development

Eagle Tree Ridge duplex subdivision – In talking with the contractor/developer, it seems like they are on hold with roads until Spring rather than try and fight the compaction concerns this winter.

Grants/Funding - There are more grants floating around currently than I can ever remember. It takes a significant amount of time to review, determine what, if anything can they apply to our community, where they will fit, can we meet the criteria and where does this issue fall in our priorities, and do we have the match funding to cover the grant in comparison to other needed projects. The chart below is a breakdown of funding we have been working on in Community Development over the last year. While there are numerous other grants/funds being applied for/received by other departments.

Column1 🔹	Status 1	• Est. Prj cost 💌	City Mate 💌	Match Source 💌	Est.Date 🗾 💌	status2 💌
Modot Cost Share	Approved	\$3,000,000	\$1,500,000	Trans Trust	Eng.24/const.25	accepted
TAP	Approved	\$411,000	\$82,000	Trans Trust	23'	accepted
TEAP	Approved	\$14,900	\$3,000	Trans Trust	Spr 23'	accepted
BIL Airport	Granted	\$159,000	\$0	N/A	26'	accepted
ARPA Airport	Granted	\$32,000	\$0	N/A	23'	accepted
ARPA Stormwater	Approved	\$5,000,000	\$1	Trans Trust	23'	need cont.
Gov. Cost Share	App. @ 50%	\$1,450,000	\$333,000	Trans Trust	23'	rejected
MTSWD - Recycling	Approved	\$17,395	\$1,739	Solid Waste	23'	accepted
ARPA - Com Rev	Submitted	\$988,000	\$494,000	CID	23'	in-review
ARPA - Tourism	Submitted	\$7,500,000	\$6,000,000	CID/outside fund	23'	in-review
Total		\$18,572,295	\$8,413,740			

I would point out that the \$6M shown under City match for the ARPA Tourism match, most of that funding is from outside investments, other ARPA funds, CID, etc.

Beyond these government grants, we are also waiting to hear back on the TC Energy grant application for Fennel Community Center. If awarded, it could be for up to \$100,000 for renovations of the facility.

Urbandale Pillars Project – agreement is complete, we will be waiting on donations to accumulate before any work proceeds.

Wayfinding signage – We had a follow up meeting with Arcturis, they have identified many locations and facilities that they suggest and ran those by us for feedback preparing for a formal Stakeholders meeting. At that point, community stakeholders will be presented with the goals of the project and be able to make recommendations and provide input on what they feel needs to be addressed and where things should be located as well as view some examples of signage designs.

Cannabis Regulation – With the new laws being passed, the City will have many impacts that will need to be considered and discussed as to how we want to proceed. Items that are now a nuisance, such as the smell/smoke, will no longer be valid, how will be regulate smoking in public/public facilities, how could we regulate that without addressing smoking/vaping. Many things that we will be working on to identify potential concerns, how we could possibly address them and recommendations for the council to review, consider.

Tourism application/scoring sheet - Following up with the Tourism Commission, they have revised the request to modify the application scoring rubric. They are recommending retaining the 1-5 scoring for the seven (7) categories for a max score of 35 points, but would like to be able to award up to the maximum \$1,000 for any application that scores a 28 or higher, and up to 50% for any application that scores a 20 or higher and no funding would be considered if the application scored less than a 20.

The tourism specialist would meet with the applicant, score the application and present the facts, recommendations, scoring for the Tourism commission to complete score sheets and develop a recommendation to send to council for review.

This format retains the weighted scoring but provides some minimal flexibility to the committee to adjust the funding levels based on the specific situation, withing the approved ranges.

Caselle Software - like other departments that are working with the new software, there is a learning curve and bugs to work out. It's slow going on permits, etc. as staff learns the program. Additionally, we are not able to add new addresses to the system, for example when the Alt School applied for a building permit, we couldn't add the new address for the school to the permit, we had to use an existing address on the complex to make it work at this time. As they get that resolved, staff will go back and correct the permit addresses.

Demolition - The code office is pressing to get the last few properties demolished by Holman under the 10-structure agreement connected with the Woodland project. Additionally, they have 10+ properties that have went through the public hearing process and are awaiting the results of that. The hearing officer judgements have been submitted to City Attorney to be completed and sent out. Assuming that most or all of the properties will recommend for demolition, staff will get started with bidding of demolition, asbestos abatement and utility disconnection following the window of appeal for property owners.

Public Works

TEAP project – We have selected B&W to complete this work under the approved vendors category. They are moving forward on this, and we anticipate it being a less than 60 day turn around.

Urbandale Pillar project - We are working on the agreement that would layout the costs, and how funding/donations would work to set the new foundation pads and relocate the pillars to their new locations. With initial City funding, we should be able to get the foundations in yet this year. We will have to wait for outside funding for the relocation to happen, hopefully mid-year 23'.

Airport

Airport – Most of the renovations have been completed on the exterior of the City Offices/Hangar and three municipal hangars West of the main hangar. New roofs primed & painted, some support work in two smaller ones remain and we are getting some concrete footers in one soon. Concrete footer/sidewalk was completed around the main City hangar. Waiting on contractor to finish trim on exterior and we are waiting on a decision from FAA as to what all we can do with interior space that is currently gutted on the South end of offices. As we have discussed, we received CARES, CRSSA & ARPA funding specifically for the airport that will offset funding to allow for these improvements.

We have the fuel truck in place and in operation at this time. We have already seen some additional jet traffic as a result. We plan to advertise more in the coming months to attract more pass-through fuel sales and hopefully more based aircraft. We have a new 80x100 hangar under construction now, and we have request for a 60x80 ground lease and another 80¹⁰⁰ round lease all for private hangars. We are expecting to see an increase of 10+ based aircraft with ¹⁴⁴ r more being turbine engine aircraft in the

next 6 months. While the lease revenue is of some benefit, the resulting fuel sales could be significant, and we are hoping to develop more aviation related business operations.

We have a fair amount of runway lights that are out, however they are concentrated primarily on one end. We anticipate either a lightning strike to a specific circuit or a short in that circuit. We are following up with the consultant/contractor at this time to try and identify issue and complete repairs ASAP.

Cemetery Department

Staff continues to have some struggles with ownership conflicts. Families purchase grave sites, and when they as legal owners pass away, there is no clear guardian assigned. We have had situations where multiple family members want different things/burials/monuments, etc. It makes it difficult for staff to know what to allow/not allow. We have been discussing possible options for that recently but are trying to point out to lot purchasers to plan for these situations.

There was four (4) grave lot sold; eight (8) graves opened; and three (3) monument permits sold during the month of November.

B. <u>Planning & Zoning Commission</u>

The Planning and Zoning Commission for the City of Moberly held a meeting on November 28, 2022.

1. Notice of a Public Hearing for a site plan review submitted by Steve Nuhn on behalf of CTS Motorsports LLC for a site plan review on the property located at 224 Sparks Ave. This location is currently zoned B-3 (General Commercial District).

C. <u>Code Enforcement</u>

Month of November: Mark

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

Month of November: David

•	Planning & Zoning	15%.
•	Commercial Inspections	5%
•	Residential New Construction Inspections	20%
•	Residential Remodel Inspections	20%
•	Office File System Organized	5%
•	Letters of City Violations	15%
•	Calling and answering residents on complaints	5%
•	Discussing Codes with Contractors & Residents that come in	15%

145

Month of November: Aaron

• Planning & Zoning

10%.

- Historic Preservation Reviews & information
- New Code Review information
- Nuisance complaints

City of Moberl	y - Street	t Departi	ment		
]	Nov-22				
MAINTENANCE FACILITY					
	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	26	0	51	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	31	0	0	0	\$0.00
Winter Weather Equipment Preparations	109	0	0	0	\$0.00
ROADS & ALLEYWAYS					
	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	72	0	0	44	\$0.00
Catch Basin Maintenance	64	0	6	0	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	0	0	0	0	\$0.00
Culvert Installation	21	0	0	5	\$0.00
Curb Repair	0	0	0	0	\$0.00
Ditch Maintenance	46	0	0	0	\$0.00
Ice & Snow Removal	38	0	6	3	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	0	0	0	0	\$0.00
Rock Loaded/Hauled	0	0	0	0	\$0.00
Street Repair & Maintenance	182	0	0	8	\$0.00
Street Sign Maintenance	50	0	0	0	\$0.00
Street Sweeper Operation	142.5	0	68.5	0	\$0.00
Street Sweepings Hauled To Disposal	32	0	6	0	\$0.00
Weedeating & Brush Removal, Alleys	96	0	45	0	\$0.00
Weedeating & Brush Removal, Streets	72	0	27	0	\$0.00
Weedkiller Application, Alleys	0	0	0	0	\$0.00
Weedkiller Application, Streets	0	0	0	0	\$0.00
MISCELLANEOUS		-			
	Hours	O/T	146 ads	Tons	Cost

#11.

35%

5%

10%

40%

Inmate Labor	665	0	0	0	\$0.00
Mowing, City Lots	0	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	22	0	0	0	\$0.00
Sidewalk Maintenance	32	0	7	0	\$0.00
Trash Removal & Clean-Up, Downtown	18	0	58	0	\$0.00
Trash Removal & Clean-Up, All Wards	16	0	0	0	\$0.00
FACILITIES & EQUIPMENT MAIN	NTENAI	NCE			
	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	0	0	0	0	\$0.00
Building Maintenance	0	0	0	0	\$0.00
Cemetery Maintenance	133	0	0	0	\$0.00
Grounds Maintenance	38	0	4	20	\$0.00
Landfill Maintenance	0	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				1	
	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	0	0			
Maintenance And Repair	0	0			
			-		

City of Moberly!

То:	Moberly City Council; Brian Crane, City Manager
From:	Greg Hodge, Director of Finance
Subject:	Monthly Report – November 2022

General Information

- Sales and use tax revenues remain ahead of last year, details are below.
- The Caselle software went live on November 8. Data conversion problems plus unfamiliarity with the new software made for a challenging month. Utilities had numerous issues with the customer account database which caused large delays in getting customer bills generated, but the staff and Caselle personnel worked long hours figuring things out. Finance will be reviewing the financial data and making corrections through December, so there will be some fluctuation in numbers as we fix issues.
- 4 The annual financial audit is nearly complete. We are expecting the draft audit reports for review in early December. The final reports will be issued December 15-20, giving us plenty of time for distribution to all that need it before 12/31/2022. I will e-mail a copy to you as soon as they are available. The auditors will be at the January 3 City Council meeting to present the audit report and answer any questions.

Sales Tax Revenues

Charts for each sales and use tax fund are included for your review. Below are the comparisons of current YTD to prior YTD.

General Fund	+3.50%	Parks	+3.73%	Capital Improvement	+3.77%
Transportation	+3.83%	Use Tax	+24.54%	Downtown CID	+9.74%

Employee Health Insurance Pharmaceutical claims

Health claims

\$197,780.10

Health Insurance Contributions & Budget

\$3,202.47

HSA Contributions	Total Contributions	Annual	Budget						
This Month	This Month	Budget	Remaining						
\$3,450.00	\$110,713.84	\$1,544,931.28	\$1,012,860.97						
	This Month	This Month This Month	This Month This Month Budget						

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				
January	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79	\$436,448.97	\$339,146.79				
February	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27	\$462,855.81	\$372,877.42				
March	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37	\$481,687.90	\$422,345.19				
April	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28	\$520,587.99	\$271,965.89				
Мау	\$762,796.66	\$608,960.67	\$543,627.95	\$309,247.58	\$473,770.32	\$338,672.63				
June	\$807,724.83	\$569,163.71	\$512,223.04	\$360,812.59	\$519,861.25	\$358,399.51				

#11.

TO THE HONORABLE MAYOR

and

CITY COUNCIL

of the

CITY OF MOBERLY, MISSOURI



Per RSMo 78.620 I have hereby filed an itemized statement of receipts and expenditures with the City Clerk for your review upon request.

I submit herein a summary of the business transactions for the month of November 2022.

Gregory L. Hodge, City Treasurer

	C	ity of Moberly Ca	sh Balance R	eport - Nove	mber 2022		
Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,378,472.34	573,473.64	-	601,705.95	20,833.33	1,329,406.70
102	Non-Resident Lodging Tax	199,183.86	4,586.87	-	8,100.00	-	195,670.73
105	Payroll	556,326.78	1,105.79	-	(2,860.73)	-	560,293.30
	Solid Waste	673,437.82	117,386.41	-	129,664.97	-	661,159.26
114	Heritage Hills Golf Course	-	25,000.00	-	23,514.75	1,485.25	-
	Parks and Recreation	(21,563.62)	26,128.06	100,970.24	130,419.68	-	(24,885.00)
116	Park Sales Tax	717,768.97	125,330.07	1,485.25	-	100,970.24	743,614.05
120	Airport	(191,654.56)	22,415.95	-	27,880.49	-	(197,119.10)
125	Perpetual Care Cemetery Sales	1,784.23	3,783.00	-	-	-	5,567.23
126	Perpetual Care Cemetery Investment	532,357.11	1,061.69	-	-	-	533,418.80
135	ARPA Grant Fund	2,577,862.87	55,123.91	-	-	-	2,632,986.78
137	Use Tax Trust	250,771.83	498.45	-	-	-	251,270.28
140	Veterans Memorial Flag Project	39,401.05	78.32	-	263.58	-	39,215.79
300	Utilities Collection	-	438,414.12	120,868.45	34,940.50	524,342.07	-
301	Utilities Operation and Maintenance	(49,730.50)	-	391,257.88	354,444.72	-	(12,917.34)
302	Utilities Replacement	708,728.58	-	4,125.00	11,500.00	-	701,353.58
303	Utilities Operating Reserve	1,394,180.23	4,179.86	-	6,333.49	120,868.45	1,271,158.15
306	Utilities Consumer Security	208,264.03	1,650.00	-	-	-	209,914.03
307	Sugar Creek Lake Fund	61,820.91	372.88	-	-	-	62,193.79
314	Route JJ Sewer Extension Fund	(346,989.54)	-	-	2,392.50	-	(349,382.04)
	EDA Grant Projects Fund	(455,044.50)	-	-	6,794.90	-	(461,839.40)
377	2004B SRF Bonds Debt Service	1,205,305.91	2,395.73	42,772.34	38,403.29	-	1,212,070.69
378	2006A SRF Bonds Debt Service	1,775,609.95	3,529.30	35,728.54	27,980.22	-	1,786,887.57
379	2004C Bond Debt Service	159,359.83	316.75	29,859.58	26,458.37	-	163,077.79
380	2008A Bonds Debt Service	113,465.70	225.53	15,051.85	38,579.22	-	90,163.86
381	ESP Projects Debt Service	91,642.02	182.15	50,458.31	-	-	142,282.48
Escrov	•	1,026,212.66	-	-	-	-	1,026,212.66
Total C	WWSS (funds 300-381 + escrow)	5,892,825.28	451,266,32	690.121.95	547,827.21	645,210.52	5,841,175.82
	Capital Improvement Trust	597,679.57	111,387.38	-	33,859.61	54,994.76	620,212.58
	911 Emergency Telephone	39,390.84	19,247.38	20,833.33	67,505.46	-	11,966.09
	Inmate Security Fund	15,202.06	30.22	-	-	-	15,232.28
	Police Forfeiture Fund	-	-	-	-	-	-
600	Transportation Trust	2,465,743.72	115,100.47	-	457,866.91	-	2,122,977.28
	Street Improvement	520,329.24	43,209.56	-	4,225.05	-	559,313.75
	MODAG Grant/Loan	21,969.63	43.67	-	-	-	22,013.30
	Misc. Project Residuals	151,285.26	300.70	-	-	-	151,585.96
903	Ameren MO Solar Rebates	357,302.60	-		1.719.49	-	355,583.11

	City of Moberly Cash Balance Report - November 2022											
Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance					
904	Hometown Strong Fund	100,000.00	-	-	-	-	100,000.00					
905	Retail Consulting Fund	16,731.65	33.26	-	-	-	16,764.91					
906	Solar Systems Settlement Fund	785,896.70	-	-	3,910.33	-	781,986.37					
908	Railcar Preservation Fund	647.91	1.29	-	-	-	649.20					
909	Lucille Manor CDBG Reimbursement	268,447.51	533.58	-	-	-	268,981.09					
911	Downtown CID Sales Tax	151,234.12	8,904.62	-	756.90	-	159,381.84					
912	Downtown CID Property Tax	218,089.46	14,160.87	-	13,461.37	1,733.84	217,055.12					
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	60,739.97	120.73	11,817.17	-	-	72,677.87					
995	Health Trust	419,513.76	141,142.63	-	202,234.90	-	358,421.49					
995	Investments	-	-	-	-	-	-					
Total H	lealth Trust	419,513.76	141,142.63	-	202,234.90	-	358,421.49					
Total Ca	sh	20,451,177.96	1,861,454.84	825,227.94	2,252,055.92	825,227.94	20,060,576.88					

City of Moberly Budget Comparison Report - November 2022

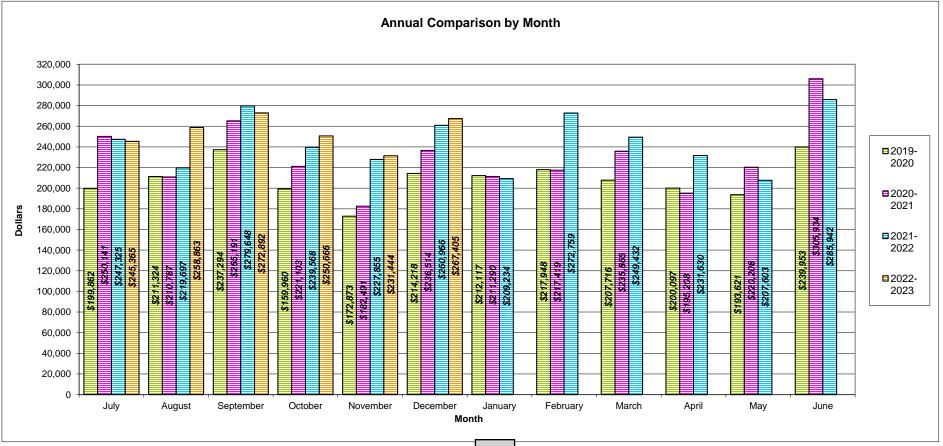
		Percentage of Year Completed 4'							
		Revenues Expenditures							
					% of				% of
Fund #	Fund Name	Month	Year to Date	Total Budget	Budget	Month	Year to Date	Total Budget	Budget
100	General	573,473.64	3,260,941.63	9,431,789.14	34.57%	662,545.26	3,722,683.02	9,431,789.14	39.47%
102	Non-Resident Lodging Tax	4,586.87	53,962.02	100,900.00	53.48%	8,100.00	39,000.00	100,000.00	39.00%
105	Payroll	1,105.79	4,629.74	0.00	0.00%	-2,526.37	-3,826.20	0.00	0.00%
110	Solid Waste	117,386.41	486,759.20	1,093,900.00	44.50%	153,268.51	588,644.44	1,073,840.75	54.82%
114	Heritage Hills Golf Course	25,000.00	111,022.39	246,134.01	45.11%	25,000.00	111,022.39	246,134.01	45.11%
115	Parks and Recreation	127,098.30	1,691,875.55	3,344,585.83	50.59%	138,828.24	1,703,605.49	3,344,585.83	50.94%
116	Park Sales Tax	126,815.32	1,152,961.54	1,628,000.00	70.82%	100,970.24	1,555,222.51	2,415,969.84	64.37%
120	Airport	22,415.95	202,753.67	635,557.18	31.90%	28,778.93	342,347.41	635,557.18	53.87%
125	Perpetual Care Cemetery Sales	3,783.00	4,858.00	25,000.00	19.43%	0.00	0.00	25,000.00	0.00%
126	Perpetual Care Cemetery Investment	1,061.69	4,418.80	28,000.00	15.78%	0.00	0.00	3,000.00	0.00%
135	ARPA Grant Fund	55,123.91	1,454,418.64	1,374,405.28	105.82%	0.00	0.00	300,000.00	0.00%
140	Veterans Memorial Flag Project	78.32	675.12	3,300.00	20.46%	263.58	321.64	3,000.00	10.72%
300	Utilities Collection	559,282.57	3,024,535.55	7,814,333.91	38.70%	558,053.55	3,049,184.00	7,814,333.91	39.02%
301	Utilities Operation and Maintenance	391,257.88	2,064,062.55	5,661,664.64	36.46%	391,257.88	2,064,315.22	5,661,664.64	36.46%
302	Utilities Replacement	4,125.00	20,625.00	49,500.00	41.67%	11,500.00	30,310.00	0.00	0.00%
303	Utilities Operating Reserve	4,179.86	169,681.97	175,568.75	96.65%	127,201.94	295,883.03	437,535.82	67.62%
304	Capital Improvement Trust	111,387.38	626,655.33	1,422,000.00	44.07%	88,854.37	375,848.66	814,206.41	46.16%
307	Sugar Creek Lake Fund	372.88	1,252.09	2,300.00	54.44%	0.00	0.00	0.00	0.00%
314	Route JJ Sewer Extension Fund	0.00	0.00	1,464,148.00	0.00%	2,392.50	124,154.91	1,464,148.00	8.48%
350	EDA Grant Projects Fund	0.00	0.00	6,128,287.00	0.00%	6,794.90	39,709.73	6,128,287.00	0.65%
377	2004B SRF Bonds Debt Service	45,168.07	223,780.25	519,868.13	43.05%	38,403.29	192,016.45	907,243.75	21.16%
378	2006A SRF Bonds Debt Service	39,257.84	193,244.26	438,342.50	44.09%	27,980.22	148,051.10	836,175.00	17.71%
379	2004C Bond Debt Service	30,176.33	150,568.68	358,795.00	41.97%	26,458.37	132,291.85	326,650.00	40.50%
380	2008A Bonds Debt Service	15,277.38	76,088.59	180,922.16	42.06%	38,579.22	77,158.44	164,911.05	46.79%
381	ESP Projects Debt Service	50,640.46	253,322.96	606,199.74	41.79%	0.00	270,681.70	551,363.40	49.09%
400	911 Emergency Telephone	40,080.71	221,951.89	532,480.00	41.68%	69,833.09	279,816.75	646,139.37	43.31%
406	Inmate Security Fund	30.22	361.01	810.00	44.57%	0.00	0.00	0.00	0.00%
600	Transportation Trust	115,100.47	657,558.60	1,436,700.00	45.77%	457,866.91	759,593.94	1,279,059.00	59.39%
601	Street Improvement	43,209.56	570,217.79	500,000.00	114.04%	4,225.05	88,494.50	675,275.00	13.10%
903	Ameren MO Solar Rebates	0.00	11,827.50	0.00	0.00%	1,719.49	8,597.45	0.00	0.00%
904	Hometown Strong Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%

City of Moberly Budget Comparison Report - November 2022

				Percentag	e of Year	Completed			41.67%
			Revenu	ies			ures		
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget
					-			•	
905	Retail Consulting Fund	33.26	5,117.27	0.00	0.00%	0.00	0.00	0.00	0.00%
906	Solar Systems Settlement Fund	0.00	0.00	0.00	0.00%	3,910.33	19,551.65	0.00	0.00%
908	Railcar Preservation Fund	1.29	5.40	0.00	0.00%	0.00	0.00	0.00	0.00%
909	Lucille Manor CDBG Reimbursement	533.58	15,454.01	24,325.00	63.53%	0.00	0.00	0.00	0.00%
911	Downtown CID Sales Tax	8,904.62	44,522.34	101,680.00	43.79%	756.90	11,619.85	101,300.00	11.47%
912	Downtown CID Property Tax	14,160.87	23,904.27	215,000.00	11.12%	15,195.21	116,320.34	202,616.08	57.41%
914	Downtown NID Cost of Issuance	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
915	Downtown NID Street Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
916	Downtown NID Sewer Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
918	Downtown NID Debt Service	11,937.90	59,693.18	143,006.04	41.74%	0.00	64,457.30	128,914.60	50.00%
995	Health Trust	141,142.63	716,002.44	0.00	0.00%	205,542.87	722,462.59	0.00	0.00%
TOTALS		2,684,189.96	17,559,709.23	45,687,502.31	38.43%	3,191,754.48	16,929,540.16	45,718,699.78	37.03%

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

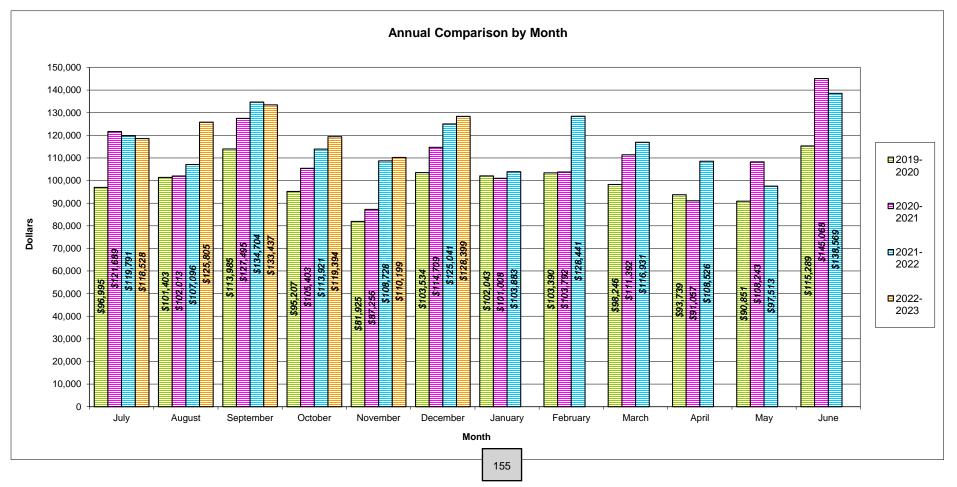
		2019-20	20		2020-2021			2021-2022				2022-2023				
			Prior year o	omparison			Prior year c	omparison			Prior year c	omparison			Prior year of	comparison
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	7.97%	\$199,862	-17.31%	-17.31%	9.09%	\$250,141	25.16%	25.16%	8.44%	\$247,325	-1.13%	-1.13%	16.07%	\$245,365	-0.79%	-0.79%
August	8.43%	\$211,324	12.94%	-4.11%	7.66%	\$210,787	-0.25%	12.10%	7.49%	\$219,697	4.23%	1.32%	16.96%	\$258,863	17.83%	7.97%
September	9.47%	\$237,294	-3.45%	-3.87%	9.64%	\$265,191	11.76%	11.97%	9.54%	\$279,648	5.45%	2.83%	17.88%	\$272,892	-2.42%	4.08%
October	7.95%	\$199,259	7.64%	-1.39%	8.03%	\$221,103	10.96%	11.73%	8.17%	\$239,568	8.35%	4.12%	16.42%	\$250,666	4.63%	4.21%
November	6.90%	\$172,873	6.55%	-0.13%	6.63%	\$182,491	5.56%	10.69%	7.77%	\$227,855	24.86%	7.47%	15.16%	\$231,444	1.58%	3.72%
December	8.55%	\$214,218	-3.25%	-0.68%	8.59%	\$236,514	10.41%	10.64%	8.90%	\$260,966	10.34%	7.97%	17.52%	\$267,405	2.47%	3.50%
January	8.46%	\$212,117	2.23%	-0.27%	7.68%	\$211,290	-0.39%	9.02%	7.14%	\$209,234	-0.97%	6.77%	0.00%			
February	8.70%	\$217,948	2.24%	0.05%	7.90%	\$217,419	-0.24%	7.81%	9.30%	\$272,759	25.45%	9.03%	0.00%			
March	8.29%	\$207,716	2.51%	0.32%	8.57%	\$235,865	13.55%	8.45%	8.51%	\$249,432	5.75%	8.65%	0.00%			
April	7.98%	\$200,097	-4.84%	-0.20%	7.09%	\$195,208	-2.44%	7.40%	7.90%	\$231,630	18.66%	9.53%	0.00%			
Мау	7.73%	\$193,621	1.22%	-0.08%	8.00%	\$220,208	13.73%	7.94%	7.08%	\$207,603	-5.72%	8.16%	0.00%			
June	9.57%	\$239,953	10.55%	0.85%	11.12%	\$305,934	27.50%	9.81%	9.75%	\$285,942	-6.53%	6.52%	0.00%			
Total	100.00%	\$2,506,282			100.00%	\$2,752,151			100.00%	\$2,931,659			100.00%	\$1,526,635		



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

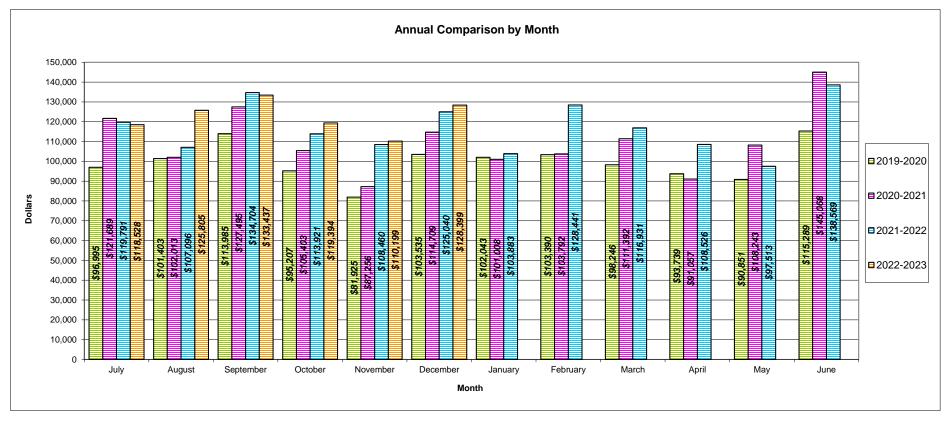
		2019-2020			2020-2021			2021-2022					2022-20	23		
			Prior year o	comparison	Prior		Prior year o	comparison			Prior year c	omparison			Prior year o	comparison
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% o f		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	8.54%	\$119,791	-1.56%	-1.56%	16.11%	\$118,528	-1.05%	-1.05%
August	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	7.63%	\$107,096	4.98%	1.42%	17.10%	\$125,805	17.47%	7.69%
September	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	9.60%	\$134,704	5.65%	2.96%	18.14%	\$133,437	-0.94%	4.47%
October	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	8.12%	\$113,921	8.08%	4.14%	16.23%	\$119,394	4.80%	4.55%
November	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	7.75%	\$108,728	24.61%	7.43%	14.98%	\$110,199	1.35%	3.96%
December	8.65%	\$103,534	17.42%	3.20%	8.70%	\$114,709	10.79%	11.05%	8.91%	\$125,041	9.01%	7.70%	17.45%	\$128,399	2.69%	3.73%
January	8.53%	\$102,043	-15.02%	0.05%	7.66%	\$101,008	-1.01%	9.28%	7.40%	\$103,883	2.85%	7.06%	0.00%			
February	8.64%	\$103,390	3.00%	0.42%	7.87%	\$103,792	0.39%	8.13%	9.15%	\$128,441	23.75%	9.06%	0.00%			
March	8.21%	\$98,246	3.21%	0.72%	8.44%	\$111,392	13.38%	8.70%	8.33%	\$116,931	4.97%	8.59%	0.00%			
April	7.83%	\$93,739	-4.21%	0.23%	6.90%	\$91,057	-2.86%	7.61%	7.73%	\$108,526	19.18%	9.50%	0.00%			
Мау	7.59%	\$90,851	1.52%	0.34%	8.21%	\$108,243	19.14%	8.58%	6.95%	\$97,513	-9.91%	7.71%	0.00%			
June	9.63%	\$115,289	9.85%	1.18%	11.00%	\$145,068	25.83%	10.24%	9.88%	\$138,569	-4.48%	6.37%	0.00%			
Total	100.00%	\$1,196,607			100.00%	\$1,319,125			100.00%	\$1,403,145			100.00%	\$735,762		



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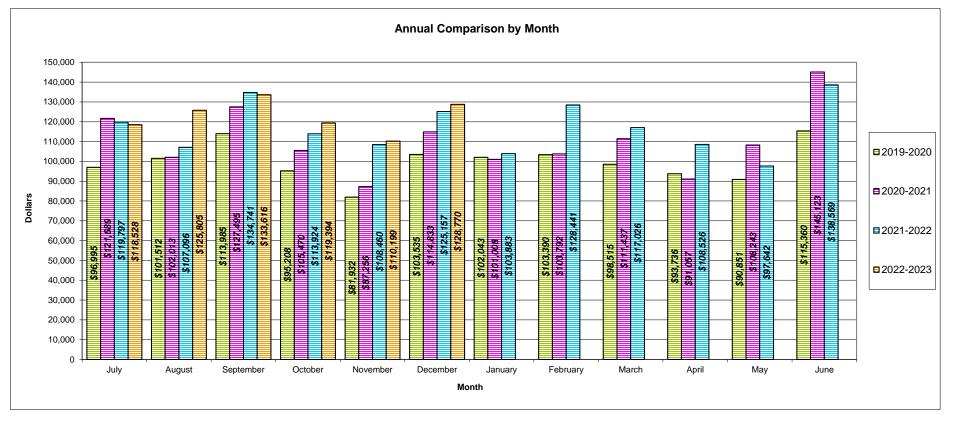
City of Moberly One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis

		2019-20)20		2020-2021			2021-2022					2022-20	23		
			Prior year of	comparison			Prior year o	omparison			Prior year o	omparison			Prior year c	omparison
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	8.54%	\$119,791	-1.56%	-1.56%	16.11%	\$118,528	-1.05%	-1.05%
August	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	7.63%	\$107,096	4.98%	1.42%	17.10%	\$125,805	17.47%	7.69%
September	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	9.60%	\$134,704	5.65%	2.96%	18.14%	\$133,437	-0.94%	4.47%
October	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	8.12%	\$113,921	8.08%	4.14%	16.23%	\$119,394	4.80%	4.55%
November	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	7.73%	\$108,460	24.30%	7.38%	14.98%	\$110,199	1.60%	4.01%
December	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,709	10.79%	11.05%	8.91%	\$125,040	9.01%	7.66%	17.45%	\$128,399	2.69%	3.77%
January	8.53%	\$102,043	1.96%	0.03%	7.66%	\$101,008	-1.01%	9.28%	7.41%	\$103,883	2.85%	7.02%	0.00%			
February	8.64%	\$103,390	3.04%	0.41%	7.87%	\$103,792	0.39%	8.13%	9.16%	\$128,441	23.75%	9.03%	0.00%			
March	8.21%	\$98,246	3.21%	0.71%	8.44%	\$111,392	13.38%	8.70%	8.34%	\$116,931	4.97%	8.57%	0.00%			
April	7.83%	\$93,739	-4.17%	0.23%	6.90%	\$91,057	-2.86%	7.61%	7.74%	\$108,526	19.18%	9.47%	0.00%			
Мау	7.59%	\$90,851	1.52%	0.33%	8.21%	\$108,243	19.14%	8.58%	6.95%	\$97,513	-9.91%	7.69%	0.00%			
June	9.63%	\$115,289	9.85%	1.18%	11.00%	\$145,068	25.83%	10.24%	9.88%	\$138,569	-4.48%	6.35%	0.00%			
Total	100.00%	\$1,196,609			100.00%	\$1,319,126			100.00%	\$1,402,876			100.00%	\$735,762		



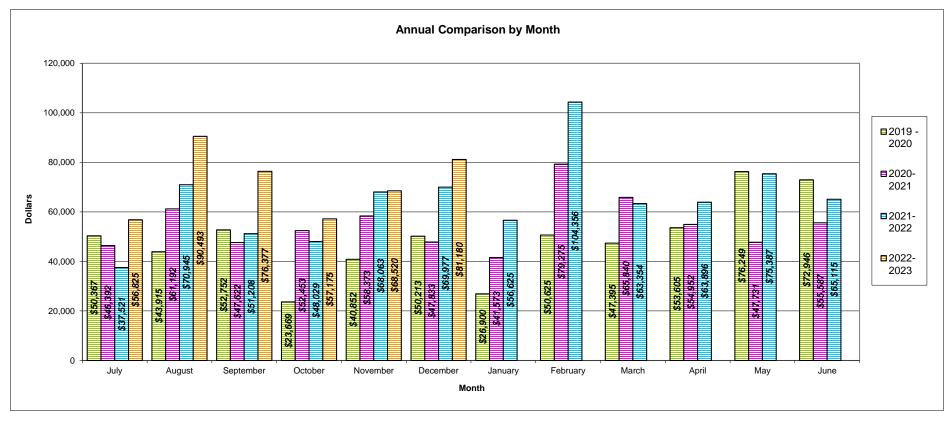
City of Moberly One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis

		2019-2020			2020-2021				2021-20	22			2022-20	23		
			Prior year o	comparison	Prior		Prior year c	Prior year comparison			Prior year c	omparison			Prior year c	omparison
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	8.10%	\$96,995	-16.56%	-16.56%	9.22%	\$121,689	25.46%	25.46%	8.54%	\$119,797	-1.55%	-1.55%	16.10%	\$118,528	-1.06%	-1.06%
August	8.48%	\$101,512	14.32%	-3.19%	7.73%	\$102,013	0.49%	12.69%	7.63%	\$107,096	4.98%	1.43%	17.09%	\$125,805	17.47%	7.69%
September	9.52%	\$113,985	-2.80%	-3.05%	9.66%	\$127,495	11.85%	12.39%	9.60%	\$134,741	5.68%	2.97%	18.15%	\$133,616	-0.83%	4.51%
October	7.95%	\$95,208	8.16%	-0.64%	7.99%	\$105,470	10.78%	12.01%	8.12%	\$113,924	8.02%	4.14%	16.22%	\$119,394	4.80%	4.58%
November	6.84%	\$81,932	7.44%	0.62%	6.61%	\$87,256	6.50%	11.09%	7.73%	\$108,460	24.30%	7.37%	14.97%	\$110,199	1.60%	4.03%
December	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,833	10.91%	11.06%	8.92%	\$125,157	8.99%	7.65%	17.49%	\$128,770	2.89%	3.83%
January	8.52%	\$102,043	1.82%	0.01%	7.66%	\$101,008	-1.01%	9.29%	7.40%	\$103,883	2.85%	7.01%	0.00%			
February	8.64%	\$103,390	3.04%	0.39%	7.87%	\$103,792	0.39%	8.13%	9.15%	\$128,441	23.75%	9.03%	0.00%			
March	8.23%	\$98,515	3.37%	0.71%	8.45%	\$111,437	13.12%	8.68%	8.34%	\$117,026	5.02%	8.57%	0.00%			
April	7.83%	\$93,736	-4.18%	0.23%	6.90%	\$91,057	-2.86%	7.59%	7.73%	\$108,526	19.18%	9.47%	0.00%			
Мау	7.59%	\$90,851	1.52%	0.33%	8.20%	\$108,243	19.14%	8.56%	6.96%	\$97,642	-9.79%	7.70%	0.00%			
June	9.64%	\$115,360	9.87%	1.18%	11.00%	\$145,123	25.80%	10.22%	9.87%	\$138,569	-4.52%	6.35%	0.00%			
Total	100.00%	\$1,197,062			100.00%	\$1,319,415			100.00%	\$1,403,262			100.00%	\$736,313		



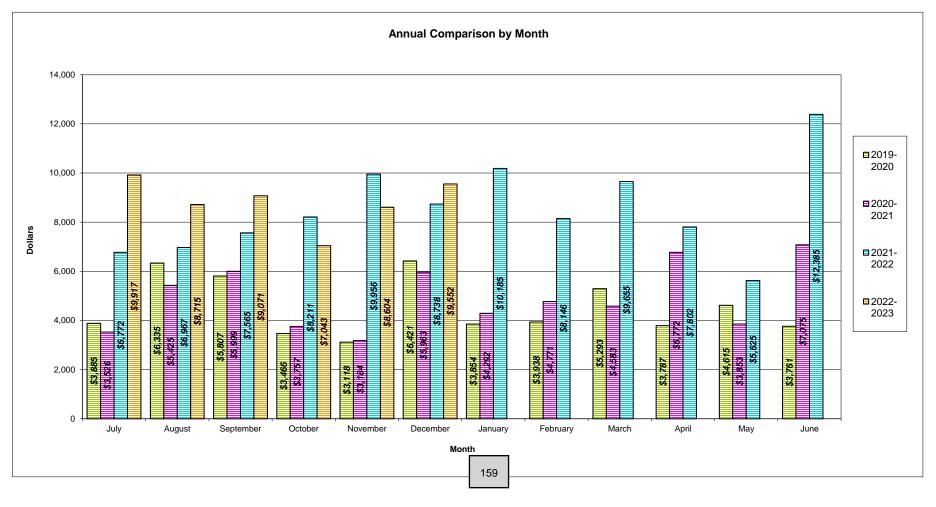
City of Moberly Two & One-Half Percent (2-1/2%) Use Tax Analysis

		2019 - 2	020			2020-20	21			2021-20	22			2022-20	23	
			Prior year o	omparison			Prior year o	omparison			Prior year c	ior year comparison			Prior year o	comparison
	% of		Monthly	YTD	% o f		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	8.54%	\$50,367	8.33%	8.33%	7.04%	\$46,392	-7.89%	-7.89%	4.84%	\$37,521	-19.12%	-19.12%	13.20%	\$56,825	51.45%	51.45%
August	7.45%	\$43,915	-15.49%	-4.24%	9.29%	\$61,192	39.34%	14.11%	9.16%	\$70,945	15.94%	0.82%	21.02%	\$90,493	27.55%	35.82%
September	8.95%	\$52,752	90.99%	16.62%	7.23%	\$47,622	-9.73%	5.56%	6.61%	\$51,208	7.53%	2.88%	17.74%	\$76,377	49.15%	40.10%
October	4.02%	\$23,669	-14.91%	10.92%	7.96%	\$52,453	121.61%	21.65%	6.20%	\$48,029	-8.44%	0.02%	13.28%	\$57,175	19.04%	35.23%
November	6.93%	\$40,852	-25.03%	1.52%	8.86%	\$58,373	42.89%	25.75%	8.79%	\$68,063	16.60%	3.66%	15.91%	\$68,520	0.67%	26.70%
December	8.52%	\$50,213	26.92%	5.57%	7.26%	\$47,833	-4.74%	19.90%	9.04%	\$69,977	46.30%	10.16%	18.85%	\$81,180	16.01%	24.54%
January	4.56%	\$26,900	-41.60%	-1.82%	6.31%	\$41,573	54.55%	23.13%	7.31%	\$56,625	36.21%	13.20%	0.00%			
February	8.59%	\$50,625	-5.09%	-2.32%	12.03%	\$79,275	56.59%	28.12%	13.47%	\$104,356	31.64%	16.56%	0.00%			
March	8.04%	\$47,395	-19.65%	-4.84%	9.99%	\$65,840	38.92%	29.45%	8.18%	\$63,354	-3.78%	13.89%	0.00%			
April	9.09%	\$53,605	47.24%	-0.55%	8.34%	\$54,952	2.51%	26.17%	8.25%	\$63,896	16.28%	14.13%	0.00%			
Мау	12.93%	\$76,249	139.75%	8.85%	7.24%	\$47,731	-37.40%	16.78%	9.73%	\$75,387	57.94%	17.59%	0.00%			
June	12.37%	\$72,946	46.93%	12.46%	8.44%	\$55,587	-23.80%	11.76%	8.41%	\$65,115	17.14%	17.55%	0.00%			
Total	100.00%	\$589,488			100.00%	\$658,823			100.00%	\$774,475			100.00%	\$430,570		



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

		2019-2020			2020-2021			2021-2022					2022-20)23		
			Prior year of	comparison	Prior year comparison		Prior year of		Prior year c	rior year comparison			Prior year of	comparison		
	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD	% of		Monthly	YTD
	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change	total	Amount	Change	Change
July	7.16%	\$3,885	-22.25%	-22.25%	5.96%	\$3,526	-9.24%	-9.24%	6.64%	\$6,772	92.03%	92.03%	18.75%	\$9,917	46.46%	46.46%
August	11.67%	\$6,335	110.82%	27.72%	9.16%	\$5,425	-14.37%	-12.42%	6.83%	\$6,967	28.42%	53.48%	16.47%	\$8,715	25.09%	35.62%
September	10.70%	\$5,807	59.53%	37.67%	10.13%	\$5,999	3.32%	-6.72%	7.42%	\$7,565	26.09%	42.49%	17.15%	\$9,071	19.91%	30.04%
October	6.39%	\$3,466	-4.97%	27.50%	6.35%	\$3,757	8.39%	-4.03%	8.05%	\$8,211	118.56%	57.76%	13.31%	\$7,043	-14.22%	17.73%
November	5.75%	\$3,118	-4.21%	21.93%	5.38%	\$3,184	2.09%	-3.19%	9.76%	\$9,956	212.74%	80.30%	16.26%	\$8,604	-13.58%	9.83%
December	11.83%	\$6,421	65.55%	29.48%	10.07%	\$5,963	-7.14%	-4.06%	8.57%	\$8,738	46.55%	73.08%	18.06%	\$9,552	9.32%	9.74%
January	7.10%	\$3,854	0.40%	25.23%	7.25%	\$4,292	11.36%	-2.25%	9.98%	\$10,185	137.32%	81.65%	0.00%			
February	7.26%	\$3,938	-34.19%	14.20%	8.06%	\$4,771	21.14%	0.25%	7.99%	\$8,146	70.75%	80.24%	0.00%			
March	9.75%	\$5,293	30.90%	16.06%	7.74%	\$4,583	-13.42%	-1.47%	9.47%	\$9,655	110.68%	83.61%	0.00%			
April	6.98%	\$3,787	20.74%	16.44%	11.44%	\$6,772	78.83%	5.15%	7.65%	\$7,802	15.21%	74.01%	0.00%			
Мау	8.50%	\$4,615	43.88%	18.50%	6.51%	\$3,853	-16.50%	3.18%	5.51%	\$5,625	45.98%	71.94%	0.00%			
June	6.93%	\$3,761	-9.77%	15.98%	11.95%	\$7,075	88.10%	9.06%	12.14%	\$12,385	75.04%	72.31%	0.00%			
Total	100.00%	\$54,280			100.00%	\$59,199			100.00%	\$102,005			100.00%	\$52,902		



City of Moberly Health Plan Trust Comparative Profit & Loss Statement - November 2022

<u>Income</u>		July-November 2022	July-November 2021	<u>\$ Change</u>	<u>% Change</u>
4900	Miscellaneous	32,192.14	15,500.86	16,691.28	107.68%
4901	Interest Income	1,972.01	73.19	1,898.82	2594.37%
4950	Employer Contributions	537,045.20	559,217.30	(22,172.10)	-3.96%
4951	Employee Contributions	104,852.56	124,751.63	(19,899.07)	-15.95%
4952	Employee Cobra Payments	281.52	6,910.32	(6,628.80)	-95.93%
4953	Reinsurance Refunds	37,759.01	22,992.94	14,766.07	64.22%
4954	Employee Buy-up Premiums	<u>1,900.00</u>	<u>2,475.00</u>	<u>(575.00)</u>	<u>-23.23%</u>
Total Inco	ome	716,002.44	731,921.24	(15,918.80)	-2.17%
<u>Expenditu</u>	ires				
5406	Contracted Services	558.00	0.00	558.00	100.00%
5806	Miscellaneous	54.00	3,162.00	(3,108.00)	-98.29%
5817	Bank Fees	732.62	402.68	329.94	81.94%
5850	Health Claims Paid	465,399.60	481,165.31	(15,765.71)	-3.28%
5851	Pharmaceuticals	75,592.82	107,426.68	(31,833.86)	-29.63%
5852	Reinsurance Premiums	113,642.60	155,153.54	(41,510.94)	-26.75%
5853	Life Insurance Premiums	10,894.13	10,150.99	743.14	7.32%
5854	Medical Claims Admin Fees	25,322.91	32,008.50	(6,685.59)	-20.89%
5855	Dental Claims Admin Fees	1,313.20	2,216.50	(903.30)	-40.75%
5856	Air Ambulance Memberships	5,546.00	6,900.00	(1,354.00)	-19.62%
5857	Dental Claims Paid	22,979.21	29,908.08	(6,928.87)	-23.17%
5858	HSA Account Fees	<u>427.50</u>	<u>370.00</u>	<u>57.50</u>	<u>15.54%</u>
Total Exp	enditures	722,462.59	828,864.28	<u>(106,401.69)</u>	<u>-12.84%</u>
Net Incor	ne (Loss)	<u>(6,460.15)</u>	(06 0/3 0/)	90 482 80	-03 3/0/
	116 (2035)	<u>(0,400.15)</u>	<u>(96,943.04)</u>	<u>90,482.89</u>	<u>-93.34%</u>

#11.

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

ASSETS	November 30, 2022	November 30, 2021	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>355,851.03</u>	<u>422,918.21</u>	<u>(67,067.18)</u>	<u>-15.86%</u>
Total Current Assets	355,851.03	422,918.21	(67,067.18)	-15.86%
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>355,851.03</u>	<u>422,918.21</u>	<u>(67,067.18)</u>	<u>-15.86%</u>
LIABILITIES & EQUITY				
Equity				
3000 Unreserved Fund Balance	362,311.18	519,861.25	(157,550.07)	-30.31%
Net Income (Loss)	<u>(6,460.15)</u>	<u>(96,943.04)</u>	<u>90,482.89</u>	<u>-93.34%</u>
Total Equity	<u>355,851.03</u>	<u>422,918.21</u>	<u>(67,067.18)</u>	<u>-15.86%</u>
TOTAL LIABILITIES & EQUITY	<u>355,851.03</u>	<u>422,918.21</u>	<u>(67,067.18)</u>	<u>-15.86%</u>

12/01/22 14:12

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

343 1

14:12 Total CAD Calls Re	eceived, by Nature of Call	Page:	T
Nature of Call	Total Calls Received	% of Total	
Abandoned Vehicle	3	0.29	
Accident/Motor Vehicle	33	3.22	
Alarm Call	23	2.24	
Animal Bite	1	0.10	
Animal Complaint	32	3.12	
Assault	3	0.29	
Assist Other Agency	30	2.92	
Assist Public/Employee	69	6.73	
Building Check	239	23.29	
Burglary	1	0.10	
Civil Matter	1	0.10	
Damage Property	17	1.66	
Death Investigation	5	0.49	
Document Delivery/Pickup	5 2	0.19	
E911 Check	9	0.88	
Extra Watch	55	5.36	
Extra Watch Request	3	0.29	
Field Contact	13	1.27	
Fire Alarm Call	7	0.68	
Fire Call	12	1.17	
Fire Health Safety Check	22	2.14	
Found Property/Contraband	4	0.39	
Fraud	3	0.29	
Harassment	9	0.88	
	2	0.19	
Health Safety	3 9 2 2	0.19	
Keeping the Peace Medical Assist\RCAD	74	7.21	
and an international constraints of the second s	1	0.10	
Missing Person	15	1.46	
Parking Violation	62	6.04	
Peace Disturbance	2	0.19	
Runaway Juv		0.10	
Search Warrant	1 3 9	0.29	
Sex Offenses	3	0.88	
Special Assignment	25		
Stealing		2.44	
Suspicious Activity	40	3.90	
Suspicious Person	5	0.49	
Suspicious Vehicle	21	2.05	
Traffic Complaint	80	7.80 0.78	
Trespass/Refusing to Leave	8		
Warrant Arrest	45	4.39	
Try to Contact/Well-Being	35	3.41	
Total Calls:	1026		
Report Includes: All dates between `00:00:01 11/01/22 All nature of incidents All cities matching `MOB`	2` and `23:59:59 11/30/22`		
All types			
All priorities			
All agencies			
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#11.

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 November 2022

- 1. Child Molestation: Suspect: DD, W/M, 29yoa; Victim: ID, W/F, 8yoa. Reports sent to RCPA.
- 2. Child Molestation: Suspect: DE, W/M, 16yoa; Victim: HE, W/F, 7yoa. Reports to RCJO
- 3. Knowingly Burning: Suspect: SB, W/M, 43yoa; Victim: COM. Reports sent to RCPA
- 4. Knowingly Burning: Suspect: SB, W/M, 43yoa; Victim: AD. Reports sent to RCPA
- 5. Rape: Suspect: UNK; Victim: DW, B/F, 80yoa (Unfounded)
- 6. Endangering Welfare of Child: Suspect: SW, W/M, 32 yoa; Victim: EW, W/M, 2 yoa. Reports sent to RCPA
- 7. Driving While Intoxicated: Suspect: JC, W/M, 43 yoa; Victim: State of MO. Reports sent to RCPA.
- 8. Resisting Arrest: Suspect: JC, W/M, 43 yoa; Victim: State of MO. Reports sent to RCPA.
- 9. Child Molestation 2nd Degree: Suspect: CM, W/M, 16 yoa; Victim: AM, W/F, 5 yoa. Reports sent to RCJO.
- 10. Child Molestation 4th Degree: Suspect: RW, W/M, 31 yoa; Victim: CS, W/F, 14 yoa. Unfounded: Victim provided inconsistent/false details.
- 11. Child Molestation 4th Degree: Suspect: RD, B/M, 38 yoa; Victim: RD, B/M, 17 yoa. Unfounded

Cases Cleared.....11

Interviews	68
Interrogations	3
Reports Written	

Special Assignments

Monthly Report Tagged several body camera videos. Assisted children's division on a hotline investigation. Followed up on a child molestation investigation. Completed Fall low light condition firearms training re-shoot. Conducted an interview in a child molestation investigation. Assisted patrol division in a shooting investigation. Responded to a call for a verbal peace disturbance. Responded to a call for an animal complaint. Responded to a call for peace disturbance for loud music. Provided information on the ex-parte process to an individual. Conducted a traffic stop in a careless driving investigation. Responded to a call for a suspicious person. Submitted a preservation request for ROBLOX account. Submitted a preservation request for a ROBLOX account. Assisted BCSO Cyber Crimes in a follow up. Responded to Rainbow House for a forensic interview. Followed up on a child molestation investigation. Responded to Rainbow House for a forensic interview. Followed up on a child molestation investigation. Responded to a call for a sexual assault complaint. Assisted patrol division on a burning investigation. Attended municipal court on a motor vehicle accident investigation. Conducted a follow up on a rape investigation. Conducted a follow up on a child abuse case. Submitted a CAC referral to Child Safe. Completed Paycom for detective unit. Approved numerous reports for Detective Unit. Tagged numerous body camera videos. Conducted follow up on DWI investigation. Attended forensic interview in Columbia for Child Molestation investigation. Conducted interview in reference to Child Molestation investigation. Follow up on Death Investigation. Completed MSHP Lab Analysis Request form. Contact Sedalia PD in reference to recovered stolen gun. Contacted by subject in reference to Harassment investigation. Received information on drug activity and forwarded it to NOMO Drug Task Force. Attended Juvenile Court in Huntsville.

Attended forensic interview in Columbia reference Child Molestation investigation.

City of

Police Department Troy Link Chief of Police 264th Session FBI Academy 300 N Clark Street Moberly, MO 65270 Phone: 660-263-0346 Fax: 660-263-8540

Assisted Patrol Division with warrant arrest. Consulted with MSHP Crime Laboratory in reference to testing of evidence. Contacted by Wentzville PD in reference to Sexual Assault investigation. Provided evidence to Columbia PD for Murder investigation. Conducted interviews in reference to a Sexual Assault investigation. Submitted referral to Rainbow House to schedule a forensic interview. Called out to assist with several illegal burnings. Attended forensic interview in Columbia reference Sexual Assault investigation. Assisted with arrest of subject for several counts of Knowingly Burning. Contacted by MSHP in reference to fraud investigation. Interviewed subjects in reference to Child Molestation investigation. Attended forensic interview in Columbia reference Sexual Assault investigation. Attended Supervisors Meeting. Attended forensic interview in Columbia reference Sexual Assault investigation.

Respectfully Submitted,

Tracey Hayes Commander

Moberly Fire Department November Monthly Report 2022



1

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 CouncilFrom: Don Ryan, Fire ChiefDate: December 1, 2022Re: November Monthly Council Report:

- Last month the fire department responded to 153 incidents (36 different types) this included: 30 fire related calls; 78 EMS Calls; 20 service calls; 8 good intent call; 12 false alarms & false calls; 1 Hazardous Condition (No Fire); 1 Overpressure, Rupture, Explosion, Overheat (No Fire); 3 Special Incident Types, and 19 fire inspections.
- The Department's three shifts combined for **396.0** training hours. The following topics were covered: Driver Operator Training; Fire Evacuation Drills; Ice Rescue Training; Trench Rescue Training; Grass and Wildfire Training; Water Distribution Training; Aerial Operations; Incident Management Training; Ladder Training: SCBA training; PPE Training; Search and Rescue Training; and Health and Wellness.
- Building inspections (CFOs) and annual business inspections continue to be done by all three shifts.
- Hydrant testing is completed for the year.
- The Chief submitted a State of Missouri ARPA Grant in November. This grant was the SFY2023 ARPA State and Local Fiscal Recovery Funds (SLFRF) Fire Protection Grant (FPG). The department submitted a grant for the acquisition of five new thermal imaging cameras.
- The department sent two personnel to the Missouri Emergency Services Instructor's Conference in the Lake of the Ozarks. The conference runs November 3rd through the 5th.
- The department sent three personnel to the Hutchinson Fire Academy for the hands-on portion of the training. They left on November 4th and returned on November 18th. Great work gentlemen!
- The Department personnel provided the aerial for a fallen former public safety officer from Mexico, MO at the Pathway Funeral Home on the 4th.
- The department participated in the Veteran's Day Parade on the 12th.
- Personnel from the department were provided a tour of the Mack Hils facility on the 14th.
- The Chief attended the 24/63 Fire Chief's Association Meeting on the 16th.
- The department participated at the annual Turkey Trot 5K on the 24th.

• Department personnel on duty helped during a full evacuation drill at Valley View on the 28th.

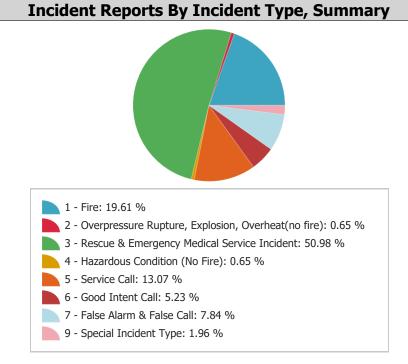
Notice for December 2022

- The department will continue to provide business inspections to the community.
- The Chief will continue to participate in the COVID-19 conference call (COAD) when they occur.
- The department will participate in the annual Christmas Parade on December 3rd.
- The department will be holding a recruit test on December 7th.
- On-duty personnel will do a couple of shifts of bell ringing at Bratcher's for this years City's participation to help the Salvation Army on the December 8th.
- Chief will be attending the Region B 4th Quarter Coordinator Meeting on December 8th in Kirksville, MO.
- The department is hosting an electric vehicle fire training class on December 9th. The class will be held at the Lodge in Rothwell Park.
- The Chief will cover a shift for the city for the bell ringing at Bratcher's for the Salvation Army on December 16th.
- The department would like to thank, in advance, all the hard work and efforts for those to help put on wonderful City of Moberly Safety Christmas Dinner! Your efforts are appreciated, and we wanted to make sure they were recognized.
- The department would like to wish everyone a Safe and Happy Holidays!

City of Moberly Fire Department



Emergency: Dial 911 Station #1: 660-269-8705 Ext: 2035 Fax: 600-263-0596 Station #2: 660-263-4121 310 N. Clark Moberly, MO 65270-1520



Incident Type	Total Incidents	Percent
111 - Building fire	1	0.65%
131 - Passenger vehicle fire	1	0.65%
132 - Road freight or transport vehicle fire	1	0.65%
140 - Natural vegetation fire, other	3	1.96%
141 - Forest, woods or wildland fire	4	2.61%
142 - Brush or brush-and-grass mixture fire	3	1.96%
150 - Outside rubbish fire, other	1	0.65%
151 - Outside rubbish, trash or waste fire	1	0.65%
1512 - Building Materials/ Demo Mat. Fire	2	1.31%
1513 - Yard Waste/ Refuse Fire	2	1.31%
154 - Dumpster or other outside trash receptacle fire	10	6.54%
161 - Outside storage fire	1	0.65%

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Incident Type	Total In	cidents	Percent
223 - Air or gas rupture of pressure or process vessel		1	0.65%
311 - Medical assist, assist EMS crew		2	1.31%
3112 - Lift Assistance		12	7.84%
3113 - Standby, No care provided		4	2.61%
320 - Emergency medical service incident, other		1	0.65%
321 - EMS call, excluding vehicle accident with injury		48	31.37%
322 - Motor vehicle accident with injuries		8	5.23%
324 - Motor vehicle accident with no injuries.		2	1.31%
331 - Lock-in (if lock out , use 511)		1	0.65%
421 - Chemical hazard (no spill or leak)		1	0.65%
5001 - Gas Appliance Inspection		18	11.76%
5005 - CFO Inspection		1	0.65%
551 - Assist police or other governmental agency		1	0.65%
611 - Dispatched & canceled en route		3	1.96%
651 - Smoke scare, odor of smoke		5	3.27%
700 - False alarm or false call, other		1	0.65%
714 - Central station, malicious false alarm		1	0.65%
733 - Smoke detector activation due to malfunction		4	2.61%
735 - Alarm system sounded due to malfunction		2	1.31%
736 - CO detector activation due to malfunction		1	0.65%
7401 - Unintentional alarm transmission medical		1	0.65%
743 - Smoke detector activation, no fire - unintentional	l	1	0.65%
746 - Carbon monoxide detector activation, no CO		1	0.65%
911 - Citizen complaint		3	1.96%
Το	otal Number of Incidents:	153	

Total Number of Incident Types: 36

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 '11/1/2022 12:00:00 AM' and '11/30/2022 11:59:59 PM'

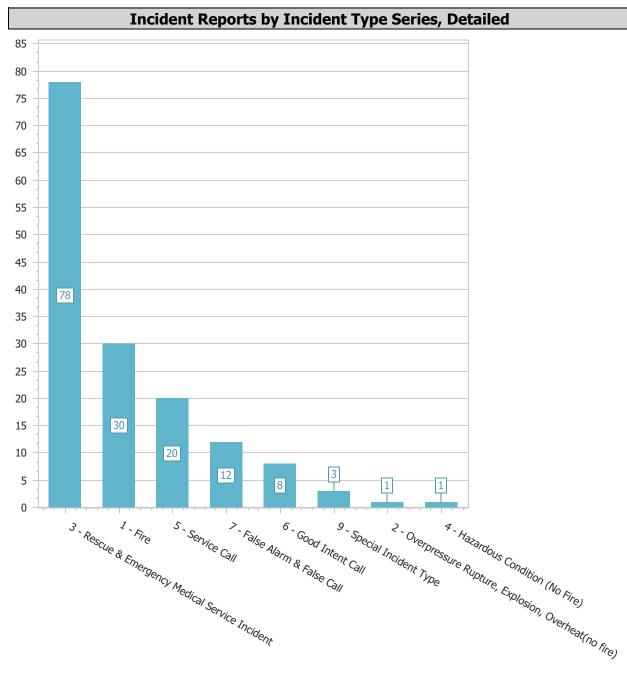
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City of Moberly Fire Department



Emergency: Dial 911 Station #1: 660-269-8705 Ext: 2035 Fax: 600-263-0596 Station #2: 660-263-4121 310 N. Clark Moberly, MO 65270-1520



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Incident Type: 1 - Fire

Incident #	Exp #	Alarm Date/Time	Address
2201243	0	11/2/2022 2:54:51 PM	1100 BLK Taylor ST, Moberly, MO 65270
2201245	0	11/2/2022 8:31:52 PM	1500 ROLLINS, Moberly, MO 65270
2201280	0	11/10/2022 12:11:22 PM	508 Austin ST E, Moberly, MO 65270
2201299	0	11/15/2022 6:46:41 AM	1301 N Morley ST N, Moberly, MO 65270
2201300	0	11/15/2022 10:39:28 AM	1720 Crete DR, Moberly, MO 65270
2201307	0	11/17/2022 4:04:50 PM	525 S 5TH, Moberly, MO 65270
2201313	0	11/19/2022 7:37:33 AM	1200 HIGHWAY 24, Moberly, MO 65270
2201314	0	11/19/2022 8:26:50 AM	1100 N MORLEY ST N, Moberly, MO 65270
2201318	0	11/19/2022 5:41:19 PM	620 N Morley ST, Moberly, MO 65270
2201323	0	11/21/2022 2:09:06 PM	1019 RUSSHAVEN DR, MOBERLY, MO 65270
2201324	0	11/21/2022 2:43:07 PM	1408 N MORLEY ST, Moberly, MO 65270
2201329	0	11/21/2022 10:02:00 PM	116 N FIFTH ST, Moberly, MO 65270
2201330	0	11/21/2022 10:08:00 PM	116 N FIFTH ST, Moberly, MO 65270
2201331	0	11/21/2022 10:09:00 PM	102 Johnson ST, Moberly, MO 65270
2201332	0	11/21/2022 10:11:00 PM	700 W Coates ST, Moberly, MO 65270
2201333	0	11/21/2022 10:12:00 PM	110 Hagood ST, Moberly, MO 65270
2201334	0	11/21/2022 10:13:00 PM	705 W Coates ST, Moberly, MO 65270
2201336	0	11/21/2022 10:14:00 PM	310 West End AVE, Moberly, MO 65270
2201335	0	11/21/2022 10:16:00 PM	800 W Coates ST, Moberly, MO 65270
2201337	0	11/21/2022 10:18:00 PM	700 W Reed ST, Moberly, MO 65270
2201338	0	11/21/2022 10:22:00 PM	Rothwell Park near Holman Road , Moberly, MO 65270

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2201339	0	11/21/2022 10:22:00 PM	30 Holman RD, Moberly, MO 65270
2201340	0	11/21/2022 10:36:00 PM	W Reed ST & Emerson ST, Moberly, MO
2201341	0	11/21/2022 10:45:00 PM	Holman RD & Franklin ST, Moberly, MO
2201342	0	11/21/2022 10:45:00 PM	W Reed ST & College AVE, Moberly, MO
2201343	0	11/21/2022 10:46:00 PM	515 S FOURTH ST, Moberly, MO 65270
2201345	0	11/22/2022 11:56:00 AM	421 Terra PARK, Moberly, MO 65270
2201346	0	11/22/2022 11:59:06 AM	713 S WILLIAMS ST S, Moberly, MO 65270
2201349	0	11/22/2022 5:46:26 PM	1001 Holman RD, Moberly, MO 65270
2201359	0	11/25/2022 5:28:10 PM	101 MADISON AVE E, Moberly, MO 65270
			Total Incidents: 30
Incident Type:	2 - 0	verpressure Rupture, I	Explosion, Overheat(no fire)
Incident #	Exp #	Alarm Date/Time	Address

2201261	0	11/6/2022 10:42:20 544 North AVE, Moberly, MO 65270
		AM

Total Incidents: 1

Incident Type:	3 - Re	scue & Emergency Me	edical Service Incident
Incident #	Exp #	Alarm Date/Time	Address
2201233	0	11/1/2022 7:32:15 AM	Sturgeon & W Carpenter ST, Moberly, MO
2201234	0	11/1/2022 7:59:01 AM	E COATES & N Ault ST, Moberly, MO
2201238	0	11/2/2022 8:05:36 AM	602 Gratz Brown ST, Moberly, MO 65270
2201239	0	11/2/2022 10:11:24 AM	1204 Shepherd's DR, Moberly, MO 65270
2201242	0	11/2/2022 1:25:40 PM	511 Fisk AVE, Moberly, MO 65270
2201244	0	11/2/2022 6:24:50 PM	917 ST CHARLES, Moberly, MO 65270
2201246	0	11/2/2022 11:23:50 PM	317 MOREHEAD, Moberly, MO 65270

2201251	0	11/4/2022 2:17:19 AM	340 E McKinsey ST, Moberly, MO 65270
2201252	0	11/4/2022 9:08:44 AM	107 N WILLIAMS ST, Moberly, MO 65270
2201253	0	11/5/2022 2:34:25 AM	317 Morehead ST, Moberly, MO 65270
2201254	0	11/5/2022 11:49:36 AM	444 ROLLINS, Moberly, MO 65270
2201255	0	11/5/2022 1:34:22 PM	604 CLEVELAND, Moberly, MO 65270
2201257	0	11/5/2022 4:23:59 PM	1000 S WILLIAMS #409, Moberly, MO 65270
2201259	0	11/5/2022 8:45:25 PM	1000 S WILLIAMS #209, Moberly, MO 65270
2201260	0	11/5/2022 9:07:43 PM	1325 BUCHANAN, Moberly, MO 65270
2201264	0	11/6/2022 10:24:23 PM	909 Bond ST, Moberly, MO 65270
2201266	0	11/8/2022 3:30:45 PM	1204 Shepherd's DR, Moberly, MO 65270
2201269	0	11/8/2022 7:31:23 PM	302 College AVE, Moberly, MO 65270
2201270	0	11/9/2022 10:34:03 AM	826 W REED ST W, Moberly, MO 65270
2201271	0	11/9/2022 1:59:34 PM	422 S MORLEY ST, Moberly, MO 65270
2201274	0	11/9/2022 9:42:22 PM	E Highway 24 & N Morley ST, Moberly, MO
2201276	0	11/10/2022 9:19:23 AM	1714 N MORLEY ST, Moberly, MO 65270
2201279	0	11/10/2022 11:48:10 AM	208 Edgewood TER, Moberly, MO 65270
2201281	0	11/10/2022 12:40:00 PM	W Reed ST & N Tannehill ST, Moberly, MO
2201282	0	11/10/2022 6:08:03 PM	209 N HINKLEY ST N, Moberly, MO 65270
2201283	0	11/11/2022 8:34:19 AM	1217 SHEPHERDS DR, Moberly, MO 65270
2201285	0	11/11/2022 4:48:46 PM	1222 HURLEY, Moberly, MO 65270
2201286	0	11/11/2022 5:25:33 PM	17 KENNEDY, Moberly, MO 65270
2201287	0	11/11/2022 5:44:00 PM	1210 E Highway 24, Moberly, MO 65270
2201288	0	11/12/2022 9:29:41 PM	208 Edgewood TER, Moberly, MO 65270

2201289	0	11/12/2022 2:21.56	808 Gratz Brown ST, Moberly, MO 65270
2201209	U	AM	ous dratz brown ST, Moberry, MO 05270
2201290	0	11/13/2022 3:11:40 AM	112 COLLINS AVE, Moberly, MO 65270
2201291	0	11/13/2022 10:34:34 AM	924 FRANKLIN ST, Moberly, MO 65270
2201292	0	11/13/2022 1:27:24 PM	317 MOREHEAD ST, Moberly, MO 65270
2201293	0	11/13/2022 11:41:07 PM	1217 SHEPHERDS DR, Moberly, MO 65270
2201297	0	11/14/2022 8:18:00 PM	205 Farror ST #1003, Moberly, MO 65270
2201298	0	11/14/2022 10:08:29 PM	1215 Amanda DR, Moberly, MO 65270
2201302	0	11/16/2022 6:38:38 AM	1329 Myra ST, Moberly, MO 65270
2201305	0	11/16/2022 7:22:46 PM	220 Taylor ST #208, Moberly, MO 65270
2201306	0	11/16/2022 7:54:07 PM	916 S Williams ST, Moberly, MO 65270
2201310	0	11/18/2022 1:07:07 PM	205 FARROR ST, Moberly, MO 65270
2201311	0	11/18/2022 6:09:28 PM	E Hwy 24 & E Outer RD, Moberly, MO
2201312	0	11/18/2022 10:14:08 PM	1206 SHEPHERD'S, Moberly, MO 65270
2201315	0	11/19/2022 11:32:22 AM	1210 E 24 HWY, Moberly, MO 65270
2201316	0	11/19/2022 11:56:32 AM	S AULT ST S & S Whiteman ST E, Moberly, MO
2201317	0	11/19/2022 1:59:09 PM	906 SHELBY DR, Moberly, MO 65270
2201320	0	11/19/2022 8:28:15 PM	1831 RAVENWOOD DR #8, Moberly, MO 65270
2201325	0	11/21/2022 3:35:48 PM	1217 SHEPHERDS DR, Moberly, MO 65270
2201347	0	11/22/2022 2:12:38 PM	625 Franklin AVE #15, Moberly, MO 65270
2201350	0	11/22/2022 10:19:22 PM	521 Meadow Ridge LN #208, Moberly, MO 65270
2201351	0	11/23/2022 9:20:08 AM	719 SINNOCK, Moberly, MO 65270
2201352	0	11/23/2022 5:10:00 PM	302 N College AVE #6, Moberly, MO 65270
2201353	0	11/24/2022 8:18:49 AM	Taylor ST & N Ault ST, Moberly, MO

2201354	0	11/24/2022 0.48.31	646 PARK AVE, Moberly, MO 65270
2201334	U	AM	oro rank AVE, hoberty, his 05270
2201355	0	11/24/2022 11:24:01 AM	316 UNION AVE, Moberly, MO 65270
2201356	0	11/24/2022 10:59:45 PM	1206 Shepherd's DR, Moberly, MO 65270
2201358	0	11/25/2022 9:23:28 AM	E HIGHWAY 24 HWY E & E hwy 63 HWY N, Moberly, MO
2201361	0	11/26/2022 8:51:02 AM	615 West End AVE, Moberly, MO 65270
2201362	0	11/26/2022 3:42:31 PM	760 MEADOWBROOK, Moberly, MO 65270
2201363	0	11/26/2022 7:58:53 PM	416 WIGHTMAN, Moberly, MO 65270
2201364	0	11/26/2022 9:17:39 PM	301 S MORLEY, Moberly, MO 65270
2201365	0	11/27/2022 1:02:15 PM	1301 E HIGHWAY 24 HWY, Moberly, MO 65270
2201366	0	11/27/2022 3:48:55 PM	302 N COLLEGE AVE #2, Moberly, MO 65270
2201367	0	11/27/2022 6:11:46 PM	618 WILMAN ST, Moberly, MO 65270
2201368	0	11/27/2022 9:13:51 PM	901 UNION AVE, Moberly, MO 65270
2201369	0	11/27/2022 9:49:52 PM	809 BOND ST, Moberly, MO 65270
2201370	0	11/27/2022 9:59:34 PM	2251 SILVA LN #28, Moberly, MO 65270
2201371	0	11/27/2022 10:33:04 PM	809 BOND ST, Moberly, MO 65270
2201373	0	11/28/2022 8:56:47 AM	1831 Ravenwood TER #2, Moberly, MO 65270
2201374	0	11/28/2022 9:11:23 AM	809 BOND ST, Moberly, MO 65270
2201375	0	11/28/2022 5:44:08 PM	416 HALLECK ST E, Moberly, MO 65270
2201377	0	11/29/2022 4:50:22 AM	909 BOND ST, Moberly, MO 65270
2201378	0	11/30/2022 12:10:44 AM	314 E Rollins ST, Moberly, MO 65270
2201379	0	11/30/2022 9:03:03 AM	1206 Shepherd's DR, Moberly, MO 65270
2201380	0		811 Urbandale DR E, MOBERLY, MO 65270
2201382	0	11/30/2022 10:43:39 AM	411 FULTON AVE, Moberly, MO 65270

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2201383	0	11/30/2022	111 N Fourth ST, Moberly, MO 65270
2201385	0	12:06:22 PM 11/30/2022 9:51:46 PM	600 E McKinsey ST, Moberly, MO 65270
			Total Incidents: 78
Incident Type:	4 - Ha	zardous Condition (N	o Fire)
Incident #	Exp #	Alarm Date/Time	Address
2201240	0	11/2/2022 10:40:49 AM	E US 24 & Robertson RD, Moberly, MO
			Total Incidents: 1
Incident Type:	5 - Sei	rvice Call	
Incident #	Exp #	Alarm Date/Time	Address
2201235	0	11/1/2022 3:30:00 PM	1342 Lanten PT, Moberly, MO 65270
2201236	0	11/1/2022 7:55:25 PM	1033 BUCHANAN, Moberly, MO 65270
2201241	0		1301 E 24 HWY, Moberly, MO 65270
2201248	0	11/3/2022 1:00:00 PM	518 S Clark ST, Moberly, MO 65270
2201265	0	11/8/2022 10:00:00 AM	492 Woodland AVE, Moberly, MO 65270
2201267	0	11/8/2022 3:50:00 PM	718 Franklin ST, Moberly, MO 65270
2201268	0	11/8/2022 4:07:00 PM	505 Greenbrier RD, Moberly, MO 65270
2201272	0	11/9/2022 9:57:00 AM	103 Fulton AVE, Moberly, MO 65270
2201273	0	11/9/2022 3:40:00 PM	616 W Carpenter ST, Moberly, MO 65270
2201275	0	11/10/2022 8:30:00 AM	111 N 4th ST, Moberly, MO 65270
2201277	0	11/10/2022 10:30:00 AM	519 Garfield AVE, Moberly, MO 65270
2201278	0	11/10/2022 11:30:00 AM	200 Bedford ST, Moberly, MO 65270
2201284	0	11/11/2022 9:58:00 AM	201 W Reed ST, Moberly, MO 65270
2201295	0	11/14/2022 8:27:00 AM	1517 Union AVE #A,B,C, Moberly, MO 65270

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2201301	0	11/15/2022 11:00:00 AM	527 W Logan ST, Moberly, MO 65270
2201303	0	11/16/2022 3:00:00 PM	215 College AVE, Moberly, MO 65270
2201304	0	11/16/2022 4:00:00 PM	413 Greenbrier RD, Moberly, MO 65270
2201309	0	11/18/2022 10:00:00 AM	468 E Burkhart ST, Moberly, MO 65270
2201344	0	11/22/2022 10:00:00 AM	703 McKinsey PL, Moberly, MO 65270
2201348	0	11/22/2022 3:00:00 PM	500 Oak TER, Moberly, MO 65270

Total Incidents: 20

Incident Type:	6 - Go	od Intent Call	
Incident #	Exp #	Alarm Date/Time	Address
2201249	0	11/3/2022 4:25:48 PM	435 E Burkhart ST, Moberly, MO 65270
2201262	0	11/6/2022 5:34:23 PM	N Molton ST & Jefferson AVE, Moberly, MO
2201263	0	11/6/2022 10:03:32 PM	538 West End PL, Moberly, MO 65270
2201308	0	11/17/2022 11:09:24 PM	526 W MCKINSEY, Moberly, MO 65270
2201326	0	11/21/2022 6:13:13 PM	410 S MORLEY ST #3, Moberly, MO 65270
2201327	0	11/21/2022 8:38:17 PM	1208 WOODY AVE, Moberly, MO 65270
2201328	0	11/21/2022 9:46:30 PM	40 KENNEDY DR, Moberly, MO 65270
2201360	0	11/25/2022 5:35:37 PM	MADISON, Moberly, MO 65270

Total Incidents: 8

Incident Type:	7 - Fa	lse Alarm & False Call	
Incident #	Exp #	Alarm Date/Time	Address
2201237	0	11/2/2022 4:01:29 AM	601 S CLARK, Moberly, MO 65270
2201247	0	11/3/2022 6:42:40 AM	220 TAYLOR, Moberly, MO 65270
2201250	0	11/3/2022 9:06:01 PM	1625 Gratz Brown ST, Moberly, MO 65270

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2201256	0	11/5/2022 2:25:00 PM	205 Farror ST, Moberly, MO 65270
2201258	0	11/5/2022 7:14:02 PM	508 CHANDLAR, Moberly, MO 65270
2201319	0	11/19/2022 8:53:17 PM	904 Vincil ST, Moberly, MO 65270
2201321	0	11/20/2022 11:58:55 AM	700 E URBANDALE DR, Moberly, MO 65270
2201322	0	11/20/2022 3:39:00 PM	2251 SILVA, Moberly, MO 65270
2201357	0	11/25/2022 8:42:06 AM	2041 Silva LN, Moberly, MO 65270
2201372	0	11/28/2022 7:03:31 AM	120 WIGHTMAN, Moberly, MO 65270
2201376	0	11/28/2022 6:03:12 PM	1906 Chariton AVE, Moberly, MO 65270
2201381	0	11/30/2022 10:26:54 AM	205 FARROR ST, Moberly, MO 65270

Total Incidents: 12

Incident Type:	9 - Special Incident Type		
Incident #	Exp #	Alarm Date/Time	Address
2201294	0	11/14/2022 7:38:35 AM	1015 W Rollins ST, Moberly, MO 65270
2201296	0	11/14/2022 10:22:26 AM	706 S Clark ST, Moberly, MO 65270
2201384	0	11/30/2022 6:02:43 PM	818 W Coates ST, Moberly, MO 65270

Total Incidents: 3

Total Number of Distict Incidents: 153

Total Number of Distict Incident Types:36

Report Filter Settings				
Report File Name:	Incident Reports by Incident Major Type, Detailed			
Filter Name:	Last Month			
Filter Expression:	[AlarmDateTime] is between '11/1/2022 12:00:00 AM' and '11/30/2022 11:59:59 PM'			

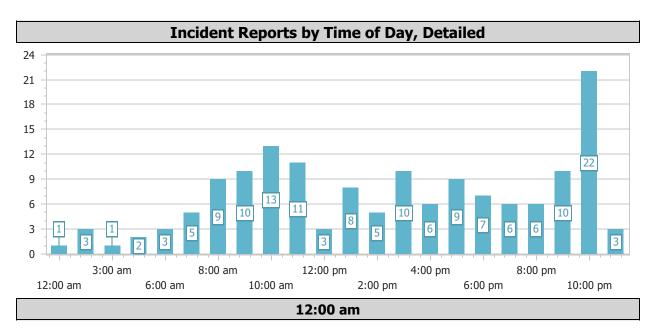
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City of Moberly Fire Department



Emergency: Dial 911 Station #1: 660-269-8705 Ext: 2035 Fax: 600-263-0596 Station #2: 660-263-4121 310 N. Clark Moberly, MO 65270-1520 #11.



Incident #	Exp #	Alarm Date	Incident Type
2201378	0	11/30/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 1

2:00 am				
Incident #	Exp #	Alarm Date	Incident Type	
2201251	0	11/4/2022	3113 - Standby, No care provided	
2201253	0	11/5/2022	321 - EMS call, excluding vehicle accident with injury	
2201289	0	11/13/2022	321 - EMS call, excluding vehicle accident with injury	

Total Number of Incidents: 3

3:00 am				
Incident #	Exp #	Alarm Date	Incident Type	
2201290	0	11/13/2022	321 - EMS call, excluding vehicle accident with injury	

#11.

Total Number of Incidents: 1

4:00 am				
Incident #	Exp #	Alarm Date	Incident Type	
2201237	0	11/2/2022	743 - Smoke detector activation, no fire - unintentional	
2201377	0	11/29/2022	321 - EMS call, excluding vehicle accident with injury	

Total Number of Incidents: 2

			6:00 am
Incident #	Exp #	Alarm Date	Incident Type
2201247	0	11/3/2022	7401 - Unintentional alarm transmission medical
2201299	0	11/15/2022	131 - Passenger vehicle fire
2201302	0	11/16/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 3

7:00 am					
Incident #	Exp #	Alarm Date	Incident Type		
2201233	0	11/1/2022	322 - Motor vehicle accident with injuries		
2201234	0	11/1/2022	322 - Motor vehicle accident with injuries		
2201294	0	11/14/2022	911 - Citizen complaint		
2201313	0	11/19/2022	1512 - Building Materials/ Demo Mat. Fire		
2201372	0	11/28/2022	736 - CO detector activation due to malfunction		

Total Number of Incidents: 5

8:00 am				
Incident #	Exp #	Alarm Date	Incident Type	
2201238	0	11/2/2022	3112 - Lift Assistance	
2201275	0	11/10/2022	5001 - Gas Appliance Inspection	
2201283	0	11/11/2022	3112 - Lift Assistance	
2201295	0	11/14/2022	5005 - CFO Inspection	
2201314	0	11/19/2022	154 - Dumpster or other outside trash receptacle fire	
2201353	0	11/24/2022	3112 - Lift Assistance	

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2201357	0	11/25/2022	746 - Carbon monoxide detector activation, no CO
2201361	0	11/26/2022	321 - EMS call, excluding vehicle accident with injury
2201373	0	11/28/2022	321 - EMS call, excluding vehicle accident with injury

9:00 am				
Incident #	Exp #	Alarm Date	Incident Type	
2201252	0	11/4/2022	321 - EMS call, excluding vehicle accident with injury	
2201272	0	11/9/2022	5001 - Gas Appliance Inspection	
2201276	0	11/10/2022	322 - Motor vehicle accident with injuries	
2201284	0	11/11/2022	5001 - Gas Appliance Inspection	
2201351	0	11/23/2022	321 - EMS call, excluding vehicle accident with injury	
2201354	0	11/24/2022	321 - EMS call, excluding vehicle accident with injury	
2201358	0	11/25/2022	322 - Motor vehicle accident with injuries	
2201374	0	11/28/2022	321 - EMS call, excluding vehicle accident with injury	
2201379	0	11/30/2022	3112 - Lift Assistance	
2201380	0	11/30/2022	321 - EMS call, excluding vehicle accident with injury	

Total Number of Incidents: 10

10:00 am				
Incident #	Exp #	Alarm Date	Incident Type	
2201239	0	11/2/2022	3112 - Lift Assistance	
2201240	0	11/2/2022	421 - Chemical hazard (no spill or leak)	
2201261	0	11/6/2022	223 - Air or gas rupture of pressure or process vessel	
2201265	0	11/8/2022	5001 - Gas Appliance Inspection	
2201270	0	11/9/2022	321 - EMS call, excluding vehicle accident with injury	
2201277	0	11/10/2022	5001 - Gas Appliance Inspection	
2201291	0	11/13/2022	321 - EMS call, excluding vehicle accident with injury	
2201296	0	11/14/2022	911 - Citizen complaint	
2201300	0	11/15/2022	132 - Road freight or transport vehicle fire	
2201309	0	11/18/2022	5001 - Gas Appliance Inspection	
2201344	0	11/22/2022	5001 - Gas Appliance Inspection	

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2201381	0	11/30/2022	700 - False alarm or false call, other
2201382	0	11/30/2022	321 - EMS call, excluding vehicle accident with injury

11:00 am			
Incident #	Exp #	Alarm Date	Incident Type
2201241	0	11/2/2022	5001 - Gas Appliance Inspection
2201254	0	11/5/2022	321 - EMS call, excluding vehicle accident with injury
2201278	0	11/10/2022	5001 - Gas Appliance Inspection
2201279	0	11/10/2022	321 - EMS call, excluding vehicle accident with injury
2201301	0	11/15/2022	5001 - Gas Appliance Inspection
2201315	0	11/19/2022	331 - Lock-in (if lock out , use 511)
2201316	0	11/19/2022	322 - Motor vehicle accident with injuries
2201321	0	11/20/2022	735 - Alarm system sounded due to malfunction
2201345	0	11/22/2022	1513 - Yard Waste/ Refuse Fire
2201346	0	11/22/2022	150 - Outside rubbish fire, other
2201355	0	11/24/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 11

			12:00 pm
Incident #	Exp #	Alarm Date	Incident Type
2201280	0	11/10/2022	142 - Brush or brush-and-grass mixture fire
2201281	0	11/10/2022	324 - Motor vehicle accident with no injuries.
2201383	0	11/30/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents:

3	

1:00 pm			
Incident #	Exp #	Alarm Date	Incident Type
2201242	0	11/2/2022	321 - EMS call, excluding vehicle accident with injury
2201248	0	11/3/2022	5001 - Gas Appliance Inspection
2201255	0	11/5/2022	321 - EMS call, excluding vehicle accident with injury

2201271	0	11/9/2022	3113 - Standby, No care provided
2201292	0	11/13/2022	321 - EMS call, excluding vehicle accident with injury
2201310	0	11/18/2022	321 - EMS call, excluding vehicle accident with injury
2201317	0	11/19/2022	321 - EMS call, excluding vehicle accident with injury
2201365	0	11/27/2022	311 - Medical assist, assist EMS crew

2:00 pm				
Incident #	Exp #	Alarm Date	Incident Type	
2201243	0	11/2/2022	142 - Brush or brush-and-grass mixture fire	
2201256	0	11/5/2022	714 - Central station, malicious false alarm	
2201323	0	11/21/2022	151 - Outside rubbish, trash or waste fire	
2201324	0	11/21/2022	140 - Natural vegetation fire, other	
2201347	0	11/22/2022	3112 - Lift Assistance	

Total Number of Incidents: 5

3:00 pm			
Incident #	Exp #	Alarm Date	Incident Type
2201235	0	11/1/2022	5001 - Gas Appliance Inspection
2201266	0	11/8/2022	3112 - Lift Assistance
2201267	0	11/8/2022	5001 - Gas Appliance Inspection
2201273	0	11/9/2022	5001 - Gas Appliance Inspection
2201303	0	11/16/2022	5001 - Gas Appliance Inspection
2201322	0	11/20/2022	733 - Smoke detector activation due to malfunction
2201325	0	11/21/2022	321 - EMS call, excluding vehicle accident with injury
2201348	0	11/22/2022	5001 - Gas Appliance Inspection
2201362	0	11/26/2022	3112 - Lift Assistance
2201366	0	11/27/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 10

4:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2201249	0	11/3/2022	611 - Dispatched & canceled en route
2201257	0	11/5/2022	321 - EMS call, excluding vehicle accident with injury
2201268	0	11/8/2022	5001 - Gas Appliance Inspection
2201285	0	11/11/2022	321 - EMS call, excluding vehicle accident with injury
2201304	0	11/16/2022	5001 - Gas Appliance Inspection
2201307	0	11/17/2022	111 - Building fire

	5:00 pm			
Incident #	Exp #	Alarm Date	Incident Type	
2201262	0	11/6/2022	651 - Smoke scare, odor of smoke	
2201286	0	11/11/2022	311 - Medical assist, assist EMS crew	
2201287	0	11/11/2022	324 - Motor vehicle accident with no injuries.	
2201318	0	11/19/2022	154 - Dumpster or other outside trash receptacle fire	
2201349	0	11/22/2022	1512 - Building Materials/ Demo Mat. Fire	
2201352	0	11/23/2022	321 - EMS call, excluding vehicle accident with injury	
2201359	0	11/25/2022	1513 - Yard Waste/ Refuse Fire	
2201360	0	11/25/2022	611 - Dispatched & canceled en route	
2201375	0	11/28/2022	321 - EMS call, excluding vehicle accident with injury	

Total Number of Incidents: 9

6:00 pm			
Incident #	Exp #	Alarm Date	Incident Type
2201244	0	11/2/2022	321 - EMS call, excluding vehicle accident with injury
2201282	0	11/10/2022	3113 - Standby, No care provided
2201311	0	11/18/2022	322 - Motor vehicle accident with injuries
2201326	0	11/21/2022	651 - Smoke scare, odor of smoke
2201367	0	11/27/2022	320 - Emergency medical service incident, other
2201376	0	11/28/2022	733 - Smoke detector activation due to malfunction
2201384	0	11/30/2022	911 - Citizen complaint

			7:00 pm
Incident #	Exp #	Alarm Date	Incident Type
2201236	0	11/1/2022	551 - Assist police or other governmental agency
2201258	0	11/5/2022	733 - Smoke detector activation due to malfunction
2201269	0	11/8/2022	321 - EMS call, excluding vehicle accident with injury
2201305	0	11/16/2022	321 - EMS call, excluding vehicle accident with injury
2201306	0	11/16/2022	321 - EMS call, excluding vehicle accident with injury
2201363	0	11/26/2022	321 - EMS call, excluding vehicle accident with injury

Total Number of Incidents: 6

8:00 pm			
Incident #	Exp #	Alarm Date	Incident Type
2201245	0	11/2/2022	142 - Brush or brush-and-grass mixture fire
2201259	0	11/5/2022	321 - EMS call, excluding vehicle accident with injury
2201297	0	11/14/2022	321 - EMS call, excluding vehicle accident with injury
2201320	0	11/19/2022	321 - EMS call, excluding vehicle accident with injury
2201319	0	11/19/2022	733 - Smoke detector activation due to malfunction
2201327	0	11/21/2022	651 - Smoke scare, odor of smoke

Total Number of Incidents: 6

5

			9:00 pm
Incident #	Exp #	Alarm Date	Incident Type
2201250	0	11/3/2022	735 - Alarm system sounded due to malfunction
2201260	0	11/5/2022	321 - EMS call, excluding vehicle accident with injury
2201274	0	11/9/2022	322 - Motor vehicle accident with injuries
2201288	0	11/12/2022	321 - EMS call, excluding vehicle accident with injury
2201328	0	11/21/2022	651 - Smoke scare, odor of smoke
2201364	0	11/26/2022	322 - Motor vehicle accident with injuries
2201368	0	11/27/2022	321 - EMS call, excluding vehicle accident with injury
2201369	0	11/27/2022	3112 - Lift Assistance

2201370	0	11/27/2022	321 - EMS call, excluding vehicle accident with injury
2201385	0	11/30/2022	3113 - Standby, No care provided

			10:00 pm
Incident #	Exp #	Alarm Date	Incident Type
2201263	0	11/6/2022	651 - Smoke scare, odor of smoke
2201264	0	11/6/2022	321 - EMS call, excluding vehicle accident with injury
2201298	0	11/14/2022	321 - EMS call, excluding vehicle accident with injury
2201312	0	11/18/2022	321 - EMS call, excluding vehicle accident with injury
2201329	0	11/21/2022	154 - Dumpster or other outside trash receptacle fire
2201330	0	11/21/2022	154 - Dumpster or other outside trash receptacle fire
2201331	0	11/21/2022	154 - Dumpster or other outside trash receptacle fire
2201332	0	11/21/2022	154 - Dumpster or other outside trash receptacle fire
2201333	0	11/21/2022	161 - Outside storage fire
2201334	0	11/21/2022	154 - Dumpster or other outside trash receptacle fire
2201336	0	11/21/2022	154 - Dumpster or other outside trash receptacle fire
2201335	0	11/21/2022	154 - Dumpster or other outside trash receptacle fire
2201337	0	11/21/2022	154 - Dumpster or other outside trash receptacle fire
2201338	0	11/21/2022	141 - Forest, woods or wildland fire
2201339	0	11/21/2022	140 - Natural vegetation fire, other
2201340	0	11/21/2022	141 - Forest, woods or wildland fire
2201341	0	11/21/2022	141 - Forest, woods or wildland fire
2201342	0	11/21/2022	141 - Forest, woods or wildland fire
2201343	0	11/21/2022	140 - Natural vegetation fire, other
2201350	0	11/22/2022	3112 - Lift Assistance
2201356	0	11/24/2022	3112 - Lift Assistance
2201371	0	11/27/2022	3112 - Lift Assistance

11:00 pm Incident # Exp # Alarm Date Incident Type

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2201246	0	11/2/2022	321 - EMS call, excluding vehicle accident with injury
2201293	0	11/13/2022	321 - EMS call, excluding vehicle accident with injury
2201308	0	11/17/2022	611 - Dispatched & canceled en route

Report Filter Settings

Report Name:Incident Reports by Time of Day, DetailedFilter Name:last monthFilter Expression:[AlarmDateTime] is between '11/1/2022 12:00:00 AM' and '11/30/2022 11:59:59 PM'





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

City of Moberly Fire Department 310 N. Clark

Moberly, MO 65270-1520

Apparatus:	Total Number of Incidents Responded to:
302 - 2014 Saber	81
303 - 2011 Ford 350	3
304 - 2002 Contender	2
305 - 2007 Contender	60
310 - 2013 Dodge Dakota P/U	4
313 - 2008 Command Vehicle	96

Total Number of Incidents: 153

Report Filter Settings

Report Name:Incident Reports by Apparatus, SummaryFilter Name:Last MonthFilter Expression:[AlarmDateTime] is between '11/1/2022 12:00:00 AM' and '11/30/2022 11:59:59 PM'

City of Moberly Fire Department



Emergency: Dial 911 Station #1: 660-269-8705 Ext: 2035 Fax: 600-263-0596 Station #2: 660-263-4121 310 N. Clark Moberly, MO 65270-1520

Department Log Hours and Points, Detailed

Allen, Keagan				
		Time at Activity	Hours Paid	Points
Start Time: 11/29/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Fire Evacutaion drills for nursing homes Accountability			
Start Time: 11/29/2022 8:00:00 AM) Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 11/17/2022 1:00:00 PM	O Activity:	04:00		4
Log Type: Training	Entry Text: Ice RescueTrench Rescue			
Start Time: 11/2/2022 1:00:00	PM Activity:	04:00		4
Log Type: Training	Entry Text: Grass and wildInad fires			
Start Time: 11/2/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
	Total Hours and Points:	15:00	0	14

Ballow, Bobby, W					
	Time at Activity	Hours Paid	Points		
Start Time: 11/17/2022 1:00:00 Activity: PM	04:00		4		
Log Type:TrainingEntry Text: Ice RescueTrench Rescue					
Start Time: 11/16/2022 10:00:00 Activity: AM	02:00		4		
Log Type: Training Entry Text: Nwe Hire Training					

December 01, 2022 07:01

Start Time: 11/2/2022 1:00:00	PM Activity:	04:00	4
Log Type: Training	Entry Text: Grass and wildlnad fires		
Start Time: 11/2/2022 8:00:00 AM	Activity:	01:30	1
Log Type: Training	Entry Text: YMCA		

Total Hours and Points: 11:30 0

0 13

Boeding, Matthew				
		Time at Activity	Hours Paid	Points
Start Time: 11/29/2022 1:00:0 PM	0 Activity:	04:00		4
Log Type: Training	Entry Text: Fire Evacutaion drills for nursing homes Accountability			
Start Time: 11/29/2022 8:00:0 AM	0 Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 11/17/2022 1:00:0 PM	0 Activity:	04:00		4
Log Type: Training	Entry Text: Ice RescueTrench Rescue			
Start Time: 11/8/2022 1:00:00	PM Activity:	04:00		4
Log Type: Training	Entry Text: Finacial retirment training Edward Jones speaker			
Start Time: 11/8/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 11/2/2022 1:00:00	PM Activity:	04:00		4
Log Type: Training	Entry Text: Grass and wildInad fires			
Start Time: 11/2/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
	Total Hours and Points:	20:30	0	19
Brockman, Stacy, D				
		Time at	Hours	

195

Time at Hours

h

		Activity	Paid	Points
Start Time: 11/29/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Fire Evacutaion drills for nursing homes Accountability			
Start Time: 11/29/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 11/8/2022 1:00:00	PM Activity:	04:00		4
Log Type: Training	Entry Text: Finacial retirment training Edward Jones speaker			
Start Time: 11/8/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 11/2/2022 1:00:00	PM Activity:	04:00		4
Log Type: Training	Entry Text: Grass and wildInad fires			
Start Time: 11/2/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			

Total Hours and Points: 16:30 0

Cody, Mark A				
		Time at Activity	Hours Paid	Points
Start Time: 11/28/2022 8:00:00 Activ	vity:	01:00		1
Log Type: Training Entry T	ext: 1 Hr. physical training. (YMCA)			
Start Time: 11/25/2022 1:00:00 Activ	vity:	04:00		4
Log Type: Training Entry T	ext: New Hire TrainingConnecting to water source			
Start Time: 11/22/2022 1:00:00 Activ	vity: On Duty	04:00		4
Log Type: Training Entry T	ext:			

15

Start Time: 11/22/2022 8:00:00 AM	Activity: On Duty	01:00	1
Log Type: Training	Entry Text: 1 Hr. physical training. (YMCA)		
Start Time: 11/16/2022 10:00:0 AM	00 Activity:	02:00	4
Log Type: Training	Entry Text: Nwe Hire Training		
Start Time: 11/7/2022 8:00:00 AM	Activity:	01:00	1
Log Type: Training	Entry Text: 1 hr. physical training. (YMCA)		
Start Time: 11/4/2022 8:00:00 AM	Activity: On Duty	01:00	
Log Type: Training	Entry Text: 1 Hr. Physical training.		
Start Time: 11/1/2022 1:00:00	PM Activity: On Duty	04:00	4
Log Type: Training	Entry Text: 4 Hours in house training.		
Start Time: 11/1/2022 9:00:00 AM	Activity: On Duty	01:00	1
Log Type: Training	Entry Text: 1 hr. physical training.		

Total Hours and Points:19:00020

Davidson, Wade				
		Time at Activity	Hours Paid	Points
Start Time: 11/22/2022 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text:			
Start Time: 11/1/2022 1:00:00 PM	1 Activity: On Duty	04:00		4
Log Type: Training	Entry Text: 4 Hours in house training.			
	Total Hours and Points:	08:00	0	8

Dutton II, Kenneth Ross			
		Time at Hou Activity Paie	-
Start Time: 11/29/2022 1:00:00 PM	Activity:	04:00	4

Log Type: Training Entry Text: Fire Evacutaion drills for

December 01, 2022 07:01

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nursing homes Accountability

Start Time: 11/29/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 11/8/2022 1:00:00	PM Activity:	04:00		4
Log Type: Training	Entry Text: Finacial retirment training Edward Jones speaker			
Start Time: 11/8/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 11/2/2022 1:00:00	PM Activity:	04:00		4
Log Type: Training	Entry Text: Grass and wildInad fires			
	Total Hours and Points:	15:00	0	14

Fulks, Scott				
		Time at Activity	Hours Paid	Points
Start Time: 11/29/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: Fire Evacutaion drills for nursing homes Accountability			
Start Time: 11/29/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 11/8/2022 8:00:00 AM	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
	Total Hours and Points:	07:00	0	6

McCawley, Justus				
		Time at Activity	Hours Paid	Points
Start Time: 11/28/2022 8:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: 1 Hr. physical training. (YMCA)			

Start Time: 11/25/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: New Hire TrainingConnecting to water source			
Start Time: 11/22/2022 1:00:00 PM	Activity: On Duty	04:00		4
Log Type: Training	Entry Text:			
Start Time: 11/22/2022 8:00:00 AM	Activity: On Duty	01:00		1
Log Type: Training	Entry Text: 1 Hr. physical training. (YMCA)			
Start Time: 11/16/2022 10:00:0 AM	0 Activity:	02:00		4
Log Type: Training	Entry Text: Nwe Hire Training			
	Total Hours and Points:	12:00	0	14

McGee, Dusty	
	Time at Hours Activity Paid Points
Start Time: 11/28/2022 8:00:00 Activity: AM	01:00 1
Log Type: Training Entry Text: 1 Hr. physical t (YMCA)	training.
Start Time: 11/25/2022 1:00:00 Activity: PM	04:00 4
Log Type: Training Entry Text: New Hire TrainingConnee water source	cting to
Start Time: 11/22/2022 1:00:00 Activity: On Duty PM	04:00 4
Log Type: Training Entry Text:	
Start Time: 11/22/2022 8:00:00 Activity: On Duty AM	01:00 1
Log Type: Training Entry Text: 1 Hr. physical t (YMCA)	training.
Start Time: 11/16/2022 10:00:00 Activity: AM	02:00 4
Log Type: Training Entry Text: Nwe Hire Train	ning

Start Time: 11/7/2022 8:00:00 AM	Activity:	01:00	1
Log Type: Training	Entry Text: 1 hr. physical training. (YMCA)		
Start Time: 11/4/2022 8:00:00 AM	Activity: On Duty	01:00	
Log Type: Training	Entry Text: 1 Hr. Physical training.		
Start Time: 11/1/2022 1:00:00	PM Activity: On Duty	04:00	4
Log Type: Training	Entry Text: 4 Hours in house training.		
Start Time: 11/1/2022 9:00:00 AM	Activity: On Duty	01:00	1
Alti			

Total Hours and Points: 19:00 0

Price, Darren				
		Time at Activity	Hours Paid	Points
Start Time: 11/4/2022 8:00:00 AM	Activity: On Duty	01:00		
Log Type: Training	Entry Text: 1 Hr. Physical training.			

Total Hours and Points: 01:00 0 0

	Time at Activity 01:00	Hours Paid	Points 1
AM Log Type: Training Entry Text: Station 1 & 2: All personnel conducted physical fitness training that included	01:00		1
personnel conducted physical fitness training that included			
and agility exercises.			
Total Hours and Points:	01:00	0	1

Time at	Hours	
Activity	Paid	Points

20

Start Time:	11/21/2022 7:30:00 AM	Activity:	On Duty	01:00		1
Log Type:	Training	-	Station 1 & 2: All personnel conducted physical fitness training that included weightlifting, conditioning, and agility exercises.			
		٦	Fotal Hours and Points:	01:00	0	1

Rhoads, La	wrence					
				Time at Activity	Hours Paid	Points
Start Time:	: 11/25/2022 1:00:00 PM	Activity:		04:00		4
Log Type:	Training	Entry Text:	New Hire TrainingConnecting to water source			
Start Time	: 11/22/2022 1:00:00 PM	Activity:	On Duty	04:00		4
Log Type:	Training	Entry Text:				
Start Time	: 11/22/2022 8:00:00 AM	Activity:	On Duty	01:00		1
Log Type:	Training	Entry Text:	1 Hr. physical training. (YMCA)			
Start Time	: 11/17/2022 1:00:00 PM	Activity:		04:00		4
Log Type:	Training	Entry Text:	Ice RescueTrench Rescue			
Start Time	: 11/16/2022 10:00:0 AM	0 Activity:		02:00		4
Log Type:	Training	Entry Text:	Nwe Hire Training			
Start Time	: 11/8/2022 1:00:00 F	M Activity:		04:00		4
Log Type:	Training	Entry Text:	Finacial retirment training Edward Jones speaker			
Start Time	: 11/8/2022 8:00:00 AM	Activity:		01:30		1
Log Type:	Training	Entry Text:	YMCA			
Start Time	: 11/7/2022 8:00:00 AM	Activity:		01:00		1
Log Type:	Training	Entry Text:	1 hr. physical training.			

(YMCA)

Start Time: 11/4/2022 8:00:00 AM	Activity: On Duty	01:00		
Log Type: Training	Entry Text: 1 Hr. Physical training.			
Start Time: 11/1/2022 1:00:00	PM Activity: On Duty	04:00		4
Log Type: Training	Entry Text: 4 Hours in house training.			
Start Time: 11/1/2022 9:00:00 AM	Activity: On Duty	01:00		1
Log Type: Training	Entry Text: 1 hr. physical training.			
	Total Hours and Points:	27:30	0	28

Steeves, Za	achariah					
				Time at Activity	Hours Paid	Points
Start Time	: 11/21/2022 7:30:00 AM	Activity:	On Duty	01:00		1
Log Type:	Training	Entry Text:	Station 1 & 2: All personnel conducted physical fitness training that included weightlifting, conditioning, and agility exercises.			
		-	Total Hours and Points:	01:00	0	1
Stone, Slat	er					
				Time at Activity	Hours Paid	Points
Start Time	: 11/29/2022 1:00:00 PM	Activity:		04:00		4
Log Type:	Training	Entry Text:	Fire Evacutaion drills for nursing homes Accountability			
Start Time	: 11/29/2022 8:00:00 AM	Activity:		01:30		1
Log Type:	Training	Entry Text:	YMCA			
Start Time	: 11/21/2022 7:30:00 AM	Activity:	On Duty	01:00		1
Log Type:	Training	Entry Text:	Station 1 & 2: All personnel conducted			

physical fitness training that included weightlifting, conditioning, and agility exercises.

Start Time: 11/8/2022 1:00:00	-	04:00	4
Log Type: Training	Entry Text: Finacial retirment training Edward Jones speaker		
Start Time: 11/8/2022 8:00:00 AM	Activity:	01:30	1
Log Type: Training	Entry Text: YMCA		
Start Time: 11/2/2022 1:00:00	PM Activity:	04:00	4
· · · ·			
Log Type: Training	Entry Text: Grass and wildlnad fires		
Start Time: 11/2/2022 8:00:00 AM	Entry Text: Grass and wildInad fires Activity:	01:30	1

Total Hours and Points: 17:30

0 16

Sunderland, Daniel J			
		Time at Activity	Hours Paid Points
Start Time: 11/28/2022 8:00:00 AM	Activity:	01:00	1
Log Type: Training	Entry Text: 1 Hr. physical training. (YMCA)		
Start Time: 11/25/2022 1:00:00 PM	Activity:	04:00	4
Log Type: Training	Entry Text: New Hire TrainingConnecting to water source		
Start Time: 11/22/2022 1:00:00 PM	Activity: On Duty	04:00	4
Log Type: Training	Entry Text:		
Start Time: 11/22/2022 8:00:00 AM	Activity: On Duty	01:00	1
Log Type: Training	Entry Text: 1 Hr. physical training. (YMCA)		
Start Time: 11/16/2022 10:00:00 AM	0 Activity:	02:00	4
Log Type: Training	Entry Text: Nwe Hire Training		

Start Time: 11/7/2022 8:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: 1 hr. physical training. (YMCA)			
Start Time: 11/4/2022 8:00:00 AM	Activity: On Duty	01:00		
Log Type: Training	Entry Text: 1 Hr. Physical training.			
Start Time: 11/1/2022 1:00:00	PM Activity: On Duty	04:00		4
Log Type: Training	Entry Text: 4 Hours in house training.			
Start Time: 11/1/2022 9:00:00 AM	Activity: On Duty	01:00		1
Log Type: Training	Entry Text: 1 hr. physical training.			
	Total Hours and Points:	19:00	0	20

Westhues, Cody						
			Time at Activity	Hours Paid	Points	
Start Time: 11/21/2022 7:30:00 AM	Activity:	On Duty	01:00		1	
Log Type: Training	Entry Text:	Station 1 & 2: All personnel conducted physical fitness training that included weightlifting, conditioning, and agility exercises.				
		Total Hours and Points:	01:00	0	1	

Wilborn, Patrick						
			Time at Activity	Hours Paid	Points	
Start Time: 11/2 AM	1/2022 7:30:00 Activity:	On Duty	01:00		1	
Log Type: Traini		Station 1 & 2: All personnel conducted physical fitness training that included weightlifting, conditioning, and agility exercises.				

0

1

Total Hours and Points: 01:00

Wisdom, Zachary				
		Time at Activity	Hours Paid	Points
Start Time: 11/28/2022 8:00:00 AM	Activity:	01:00		1
Log Type: Training	Entry Text: 1 Hr. physical training. (YMCA)			
Start Time: 11/25/2022 1:00:00 PM	Activity:	04:00		4
Log Type: Training	Entry Text: New Hire TrainingConnecting to water source			
Start Time: 11/1/2022 1:00:00	PM Activity: On Duty	04:00		4
Log Type: Training	Entry Text: 4 Hours in house training.			
Start Time: 11/1/2022 9:00:00 AM	Activity: On Duty	01:00		1
Log Type: Training	Entry Text: 1 hr. physical training.			

Total Hours and Points:	10:00	0	10
rotar mours and romts	10.00	•	10

Wolverton, Charles B				
		Time at Activity	Hours Paid	Points
Start Time: 11/29/2022 1:00:0 PM	0 Activity:	04:00		4
Log Type: Training	Entry Text: Fire Evacutaion drills for nursing homes Accountability			
Start Time: 11/29/2022 8:00:0 AM	0 Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
Start Time: 11/17/2022 1:00:0 PM	0 Activity:	04:00		4
Log Type: Training	Entry Text: Ice RescueTrench Rescue			
Start Time: 11/8/2022 1:00:00	PM Activity:	04:00		4
Log Type: Training	Entry Text: Finacial retirment training Edward Jones speaker			

Start Time: 11/8/2022 8:00:00	Activity:	01:30		1
Log Type: Training	Entry Text: YMCA			
	Total Hours and Points:	15:00	0	14
	Grand Total Hours and Points:	9 Days, 22:	0	236

Report Filter Settings

Report Name: Department Log Hours and Points, Detailed

Filter Name: Last Month's Training

Filter Expression: ([StartTime] is between '11/1/2022 12:00:00 AM' and '11/30/2022 11:59:59 PM') And ([LogTypeID] equals 'Training')



November 2022

		2022		2021
T	hompson Campground	73	Daily(64) Monthly(9)	56
N	/lisc. Thompson Campground	-	-	-
N	Aiscellaneous Park Fees	\$112.40	Heat tape, candy, etc.	\$560
0	Overnight Fishing Passes	-	-	-
P	addleboat Rental	-	-	-
С	Canoe Storage	-	-	-
А	rchery Range	-	-	-
0	Overlook & Plaza	1	Internal: Holiday Closure(1)	1
N	Лidway	1	Internal: Holiday Closure(1)	1
А	gricultural Barns	1	Internal: Holiday Closure(1)	1
	questrian Area/	_		
	odeo Ground	1	Internal: Holiday Closure(1)	1
			Family Reunion(3) Family	
			Thanksgiving(1) High School	
S ¹⁵	ames Youth Center	10	Adventure Club(1) Birthday Party(1)	8
Ž				
Parl			4H Meetings(2) Quinceara(1)	
م			Internal: City Holiday(1 res 4 days)	
			Cowboy's for Chrismtas(1 res. 3	
		-	days) Wedding(1) Family Reunion(1)	C
L	odge	7	Birthday Party(2) Altrusa Christmas	6
			Tree Lighting Ceremony(1) Internal:	
			Holiday Closure(1 res. 4 days)	
Li	ion's Beuth Park	1	Internal: Holiday Closure(1)	1
			Internal: Moberly Community	
Т	annehill Park & Gazebo	2	Betterment Light Up Moberly(1 res.	1
		_	29 days) Holiday Closure(1)	_
			Internal: Moberly Community	
П	Depot Park (Entire Park)	2	Betterment Light Up Moberly(1 res.	2
D		2	29 days) Holiday Closure(1)	2
			Internal: Holiday Closure(2-each 5K	
R	othwell Park 5K / Complex 5K	2	route closed)	2
		2022	Toute closed)	2021
R	ed 1	1	Internal: Holiday Closure(1)	1
R	led 2	1	Internal: Holiday Closure(1)	1
В	lue 1	1	Internal: Holiday Closure(1)	1
	lue 2	1	Internal: Holiday Closure(1)	1
В	aue z	1		
	lue 3	1	Internal: Holiday Closure(1)	1
В				
B G	lue 3	1	Internal: Holiday Closure(1)	1
B G G	ilue 3 Green 1	1 1	Internal: Holiday Closure(1) Internal: Holiday Closure(1) Internal: Holiday Closure(1)	1 1
B G G G	ilue 3 Green 1 Green 2 Green 3	1 1 1 1	Internal: Holiday Closure(1) Internal: Holiday Closure(1)	1 1 1
B G G G	ilue 3 Green 1 Green 2 Green 3 Green 4	1 1 1 1	Internal: Holiday Closure(1) Internal: Holiday Closure(1) Internal: Holiday Closure(1) Internal: Holiday Closure(1) Internal: Holiday Closure(1)	1 1 1 1
B G G G G G G G G G G G G G G G G G G G	ilue 3 Green 1 Green 2 Green 3	1 1 1 1	Internal: Holiday Closure(1) Internal: Holiday Closure(1) Internal: Holiday Closure(1) Internal: Holiday Closure(1)	1 1 1 1

	Meinert	1	Internal: Holiday Closure(1)	1
	Patrick	1	Internal: Holiday Closure(1)	1
	Fox Field	1	Internal: Holiday Closure(1)	1
	Fox Park Pickleball / Tennis Courts	1	Internal: Holiday Closure(1)	1
	Batting Cages	2	Internal: Holiday Closure(2-each batting cage closed)	2
	Shelter 1 Tennis Courts	1	Internal: Holiday Closure(1)	1
	Wilhite Tennis Courts	1	Internal: Holiday Closure(1)	1
		2022	, , , , ,	2021
	Shelter 1	1	Internal: Holiday Closure(1)	1
	Shelter 3	1	Internal: Holiday Closure(1)	1
	Shelter 5	1	Internal: Holiday Closure(1)	1
S	Fox Park Shelter	1	Internal: Holiday Closure(1)	1
	Klein Shelter	1	Internal: Holiday Closure(1)	1
Ť	Lake Pavilion	1	Internal: Holiday Closure(1)	1
		-	Altrusa Christmas Tree Lighting	-
Shelters	Riley Pavilion	3	Ceremony(1) Internal: Christmas Lights in the Park(1 res. 28 days) Holiday Closure(1)	2
	Meditation Garden and Legacy Overlook	1	Internal: Holiday Closure(1)	1
	Depot Park Shelter	1	Internal: Holiday Closure(1)	1
	-p	2022		2021
riun			Chamber of Commerce State of our	
Auditorium	Entire Facility	4	Community(1) America's Best Pageant(1 res. 2 days) Family Life Fellowship Volunteers Dinner(1 res. 2 days) Internal: Holiday Closure(1 res. 5 days)	5
Audito	Entire Facility	4 2022	Pageant(1 res. 2 days) Family Life Fellowship Volunteers Dinner(1 res. 2 days) Internal: Holiday Closure(1	5 2021
ter	Entire Facility Entire Facility		Pageant(1 res. 2 days) Family Life Fellowship Volunteers Dinner(1 res. 2 days) Internal: Holiday Closure(1	
<u> </u>			Pageant(1 res. 2 days) Family Life Fellowship Volunteers Dinner(1 res. 2 days) Internal: Holiday Closure(1	

Recreation

Director – Troy Bock

- Bleigh removed the old dugout structures and dug the base for the new dugouts. They seem to be moving reasonably quickly and may pour concrete in December.
- The archaeologist work plan was approved by the National Park Service so sampling will now begin at Kiwanis Park and likely be concluded the second week of December. If no artifacts are found, the grant process will move to the next stage in the process. We hope for grant award late winter or spring next calendar year.
- Leslie and I helped the City go through document archives to get batches ready for destruction or storage and reorganizing what needed to remain in storage. We continue to work on old Department files as we can around other projects. This is an annual offseason project to prevent the build-up of excess files and reduce the old build-up.
- Met with Marla Stegall and Dirk to develop a custom railing between Candy Cane City and the old small shelter to the west. This is required by insurance. We are having it constructed in a way where it does not detract from the amenities and allows parents to still see the playground. Full fencing/barriers are a detriment in Parks and Recreation as they obscure activity and take away from the amenities, flow, and appearance. The final product will be as good as it can possibly be while meeting MIRMA requirements.
- Bid out Shelter 5 roof/truss replacement as the shelter is in dire need of renovation. Some work (posts, removal of electrical) will be done in-house.
- Attended the monthly Building Communities for Better Health coalition based at the Health Department. The coalition develops marketing, education, and projects that improve community health.
- Worked through the policy manual for revisions heading into 2023.
- Met with Jeff Alton on storage locations for the existing fencing stored in the sale barn. The goal is to remove the sale barn in January. While it was the least-dire of all the barns during our third-party inspection 4-5 years ago, it is nonetheless needing a lot and in the 10 year plan, we promised to demolish all the barns and replace them with a multipurpose pavilion. The solar pavilion fulfilled this replacement.
- Heritage Hills:
 - Dustin McCormick has completed the cart paths on hole 1 and 2 and is now working on #9.
 - Landscaping around the clubhouse is nearly complete and has been a significant change. Double layers of plastic sheeting were put down so the landscaping will be lower maintenance.
 - Met with Brian Minnis for a monthly update on Heritage Hills operations. Overall things are going well. The needs tend to be focused on capital purchases and infrastructure improvements over time as well as continuing to improve the grounds.
 - Parks and Recreation staff looked at the pumphouses on #9 and #13 with the former being the worst condition. We will be developing a plan for renovating those pumphouses. We are hoping to purchase material kits and use in-house labor, focusing on #9 first.

Administration – Leslie Keeney

- Assisted Jenna in reviewing the 2023 Activity Guide.
- Held another Fees and Policies committee meeting to discuss policy updates/changes for 2023.
- Submitted MPRA Region 2 Director's report for the upcoming MPRA December Board meeting. Will be traveling to Jefferson City to attend meeting.

- Began calculating pool/concession revenue for the 2022 season. Did some research on Pepsi invoices and discovered they had overcharged the department per contract pricing; department will be receiving a refund for the overage amount paid.
- Worked with Schindler Elevator to set-up what we hope is the final inspection so we can get our elevator up to code for its State License.
- Oversaw day to day operations of Parks and Recreation Office.

<u> Dirk Miller – Park Superintendent</u>

- Fixed a weak spot in the floor of a bridge for Heritage Hills Golf Course. Bridge had rotten wood and needed extensive repairs. Took down a large dead tree, cut up, and cleared the area.
- Inspected the Pump Houses at Heritage Hills for replacements for entire buildings at two different locations. Idea is to find an already built or pre-fab kit, to place over existing concrete floor.
- Continued to fix/repair Christmas lights on displays. Have had some issues where someone is unplugging or changing the timers on displays and had 2-3 controllers fail on animated displays.
- Finished spreading chat around south end of Rothwell Park around memorial benches, power poles, signs, etc.
- Had stormwater inspections done at the maintenance buildings, Pool, and Splash Pad.
- Added several loads of base rock to roads used for Altrusa displays and around Shelter #5 loop.
- Removed large dead oak tree across road from JYC and one to the west of Groeber baseball field.
- Trevor Hill completed work on the extension to the seawall at the Rothwell Paddle Boat Dock.
- Analyzed concrete slabs at Complex for replacements and drain tiles against bids from FRS, Helitech, and Raising Solutions.
- Oversaw concrete being laid for new dugouts at Complex.
- Kusgan sealed concrete at the Solar Shelter.
- Still looking for a replacement solution for the cab version Kubota side-by-side.

<u>Jacob Bunten – Athletic Complex Supervisor/Sports Manager</u> Athletic Complex:

- The walk-in freeze was powered down for winter. Estimated average savings of
 - \$300/month on electricity costs.
 - Restrooms were winterized and signage was posted.
 - Water reels and irrigation was winterized.
 - Bleigh continued working on MACC dugouts and batting cages.

<u>Sports</u> – None

<u>Jenna Kitchen – Recreation Supervisor</u> Events/Marketing

- Finalizing all last details for the Frosty 5K.
- Have been working on our 2023 Activity Guide, will be sending to print soon.
- Began working on details for our Father Daughter Dance scheduled for the beginning of February.
- Announced majority of our 2023 events on social media, Facebook events created, etc.

Concessions/Aquatics

• I will be attending an aquatics Instructor Development Course in January along with two other seasonal staff members.

Director Of Utilities Monthly Report **November 2022** (Presented At The November 19 City Council Meeting)

Director's Summary

Getting closer to moving dirt on EDA projects. The first of six is scheduled to be awarded in January 2023. The process seems to move slowly but it is still moving forward. The timeline for the remaining projects is pointing towards advertisement for bids after the first of the year with bid awards anticipated early in 2023, with construction on each to be underway throughout 2023. One project, Sturgeon & Rollins water line replacement, had a bid opening in early November. Department continues to spend time on project planning, and activities related to pursuit of easement and property data necessary prior to project advertisement for bids, for both EDA and SRF projects. Department staff are preparing for implementation in January 2023 of a lower cost and GPS location enabled computerized maintenance management system to replace the existing work order system.

Caselle Software: Implementation kicked off November 7.

Project Tracking

WTP Tracer Study:

- MoDNR approved flow testing.
- Testing about complete and preparing data model for submittal to DNR.

Sparks Avenue Sewer:

- Construction permit requested.
- Project scheduled for advertisement of bids during 1st quarter of 2023.

Northwest Regional Lift Station:

- Design phase underway.
- Additional SRF documents remaining to be completed.
- Easements needed for piping routes.

WWTP Digester Liner Replacement:

• Design and specifications activities underway.

Tannehill Apartments Water Line Replacement:

• Construction underway with completion anticipated in December 2022.

Route JJ:

- Moberly working to obtain easements. 4/48 outstanding easements remain.
- Jacobs to prepare application for construction permit.



1 213 **EDA Infrastructure Grant Projects:** Project update meetings are held bi-weekly with Jacobs Engineering to track progress and make sure items are addressed in a timely manner. The stormwater project for the Industrial Park is a Howe Company project. The six (6) projects included and the status of each:

Morley Street Pump Station:

- Finishing 100% plans for the pump station site, including the Pump Mate system and electrical drawings.
- Plans and Specs sent to EDA for review and to MDNR for permit.

N. Morley Water Main:

- 100% plans and specifications are complete and have been sent to EDA for approval.
- DNR construction permit has been received.
- One easement is not executed as of now.
 - City working through the condemnation process.
 - Owner has not responded to a monetary offer for the easement.
- Ready to bid once final easement secured and EDA documents received.

Sturgeon and Rollins Water Main:

- Willis Bros selected. To be awarded upon EDA approval of process.
- To coordinate with other EDA projects, bid process is anticipated to be completed in early 2023.

Downtown Sewer Rehab:

• Project to be restructured as one contract for completion of cleaning, inspection and rehabilitation to consolidate the effort with one full service contractor, and to better able to control total project costs. Final scope and specifications discussions with EDA underway.

Downtown CSO Storage Facility:

- 100% Plan revision necessary due to construction cost inflation. Revised specifications preparation underway.
- EDA to approve restructuring justification.
- Bid and/or construction start date to accommodate 2023 September special events.

Industrial Park Stormwater – (Howe Company project.)

• Advertisement for bids expected following EDA approval of plans & specifications (underway.)

<u>Utility Dept. Staffing:</u> The Department was not fully staffed this month.

Drinking Water produced:28.154 MG (0.938 MG/Day)Drinking Water billed:27.304 MG (0.910 MG/Day) \$256,162 (\$8,539/Day)Wastewater Treated:44.603 MG (1.487 MG/Day)Wastewater Billed:26.080 MG (0.869 MG/Day) \$350,924 (\$11,697/Day)Total Water Loss from Leaks and Service work:0.171 MGWastewater Discharge Combined Sewer Outfalls:0.0 MGTotal precipitation for November2.46 inches

#11.

Monthly Water Production	33,157,654			
Monthly Used by City Facilities	2,595,685			
Accounted for During Water Leaks	823,038			
System Flushing	688,369			
Metered & Billed	27,817,012			
YTD Avg Water Loss Monthly, %	14.6%			
*All #s are monthly average gallons calendar YTD				

Water Office

Dept. Summary:

- 0 Landlord letters
- 0 Deposit letters
- 0 Emails to 0 Landlords
- Final work orders-still learning how to generate within Caselle

Distribution and Collection Department and Customer Service

- Repaired 2 water leaks.
- Replaced or removed 3 valves.
- Poured 8 yards of concrete.
- Completed 173 Missouri One Call tickets for locating water and sewer lines.
- Staff investigated 6 sewer calls.
- 9 staff OT hours.
- Inspected 1,595 feet of sewer line.
- Jetted approximately 9,918 feet of sewer line. (Almost 2 miles.)

Wastewater Treatment Facility

- Transferred 1,390,518 gallons of sludge for the SBRs to the digesters.
- There was 30.81 DT of biosolids applied for the month.
- 2.46 inches of precipitation that fell over a 5-day period.
- Taylor CSO (outfall 002) did not discharge in the month of September.
- Rollins CSO (outfall 003) did not discharge in the month of September.



- Seven Bridges CSO (outfall 004) did not discharge in the month of September.
- Holman Rd CSO (outfall 005) did not discharge in the month of August.
- Grease has been noticed at the wastewater plant more frequently. Pro Pumping has been
 removing grease from the wet well at Morley Pumpstation on weekly basis. Floats in the Morley
 PS have not been working properly due to high grease amounts in the wet well. A total of 14,300
 gallons were removed in November. Grease was noticed at the Rollins PS bar screen. Large
 amounts of grease are present at the WWTP at times. City staff has stayed in contact with Swift
 Foods. A consent order was issued to the Facility to bring them into compliance. A temporary
 DAF unit is onsite at Swift Foods but is not yet in service.
- The effluent quality is getting back to complying with the permit. BOD and TSS results meet permit requirements. Ammonia is very close. We are within our daily range, but still not meeting the monthly average.
- The UV system was shut down for the season. Disinfection season is April 1-October 31.
- We received the repaired Fairbanks pump for the Darwood PS from Independent Electric. The pump was put back into operation.
- WWTP staff helped the Parks Dept. set up Christmas light displays in the park.
- WWTP collected data for a SSO at 410 Corinth Dr.
- The 4th motor for the Aerzen blowers was delivered. The 3rd motor needs warranty work done. The motor will be taken to JCI in Jefferson City for the repairs.
- A water line busted in the Rollins PS basement. Plumbers have been contacted.
- Kroner PS has an outlet pipe that pulled away from the wall of the wet well. The D&C crew are assisting on the repairs. Thank you to the crew for the help!
- Rags and grease were removed from the impeller of Pump 3 at Morley PS.
- Emily delivered a presentation at the Madison HS career fair.
- Northeast PS is having a low-level alarm between the hours of 7 p.m. and 7 a.m. every night. WWTP staff are checking the station routinely. From observations, there are no level issues occurring. Troubling shooting with the Mission units and floats is underway.

Water Plant

- WTP staff completed 3,347 lab analyses.
- Analyzed 2 Colilert tests.
- Performed corrective maintenance on CL-17 roller pump tubing.
- Submitted October Disinfection/Turbidity report.
- Mark from Hawkins visited to discuss plant trial study.
- Hach technician on site to perform quarterly calibration and maintenance to filter effluent turbidimeters.
- Pulled algae killers out of the lake.
- NEMO electric wired up booster pump to sludge blowdown timers. This will save labor hours each week versus manually switching the system on and off.
- Flynn Drilling looked at recovery pump #1 and found no issues with it.
- Discussed tracer study and upflow clarifiers with Jacobs.
- Sent an email to DNR about needing to change carbon.
- Cleaned up the sludge treatment system.
- Collected Bac-T samples.



- Dropped off new Bac-T station for KWIX road at D&C shop for replacement of failed sampling unit.
- Drained & cleaned out north upflow to get ready for winter.
- Reset north blowdown meter.
- Opened up Sparks tower so the street dept could install the snowplow on the Lake Rangers truck.
- Pulled the coupons for testing from the corrosion study at the Auditorium and the Water Plant.
- Collected TOC samples.
- Adjusted the sludge blowdown pacing to see if we can improve the turbidity coming out of the upflow.
- Performed monthly maintenance on CL-17 FREE chlorine analyzer.
- Reset froze up SCADA system while the iControl was also not working. Very stressful 15 minutes.
- Brenntag visited to remove their empty containers and pallets.
- Collected SOC samples.
- Received coupon rack corrosion report from the lab.

Water Quality Coordinator

Household Hazardous Waste

- Accepted 1764.5 lbs hazardous waste into the Household Hazardous Waste Facility.
- Stabilized and disposed of 1121.1 lbs non-reusable materials.
- Distributed 1459.1 lbs of recycled material to Moberly residents for reuse.
- Managed Open Household Hazardous Waste Day on November 12th.
- 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.
- Worked on winter educational articles.
- Submitted article on tree planting program to Moberly Living for publication.
- Worked on City Council annual stormwater summary.
- Met with Adventure Club and Stream Team to plan next year's tree planting.

Illicit Discharge Detection and Elimination

- Continued Priority Area annual inspections.
- Investigated complaints.
- Added sites with floatable litter to cleanup list.

Construction Stormwater Runoff Control

- Performed regular construction inspections.
- Performed Land Disturbance Inspections for all Land Disturbance sites (see attached chart.)
- Attended Planning Committee meeting.
- Met manager of Mid Am storage site.
- Authored report on Eagle Tree Ridge detention basin.

Post-Construction Stormwater Controls

- Cleaned trash out of city hall rain gardens.
- Performed facility inspections at permanent stormwater facilities.
- Researched maintenance policies for Fox Park.
- Helped Street Department with stormwater concerns.
- Scheduled Inspections for Orscheln and Tractor Supply stormwater structures.
- Identified invasive plant in Cedar Lake and management methods.

Municipal Good Housekeeping

- Attended department meeting.
- Perform Parks Department and Golf Course Stormwater Training.
- Performed annual inspections for cemetery, golf course, lake ranger station, and Parks facilities.

Finances, Certifications and Education

- Attended outfall training in Jefferson City.
- Attended online training in stormwater bioretention methods from Stormwater One.
- Attended MWEA Fall Conference in Jefferson City.
- Organized files on T Drive.
- Researched HAZWOPER training.
- Finished MIRMA trainings

Land Disturbance Inspections Performed

Site	Permit Holder	Status			
Rothwell Park Pavilion	Troy Bock	Construction not started			
Logan Street	Drew Kerns	Construction Not Started			
Cobblestone Creek	Tony Stuart	No issues			
Ellis Place	Tony Stuart	No issues			
Southridge Lots 34, 35, & 39	Don Mutter	Erosion control BMPs still removed despite			
30011110ge Lots 34, 33, & 39	Don watter	utter disturbed ground			
Other Southridge Lots	Tony Stuart	Some track out			
Lantern Pointe	Larry Schnell	Sediment buildup around socks			
Eagle Tree Ridge	C. L. Richardson	Erosion socks damaged, sediment			
Lagie Tree Ridge	C. E. Richardson	downstream of basin			
ECLC	PCE	No issues			
Airport Hanger	Titus Chupp	No issues			
Mid-Am Storage	Derek James	No issues			



DECEMBER REPORT

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SOCIAL MEDIA STATS

TOP POSTS THIS MONTH

INSTAGRAM



FACEBOOK



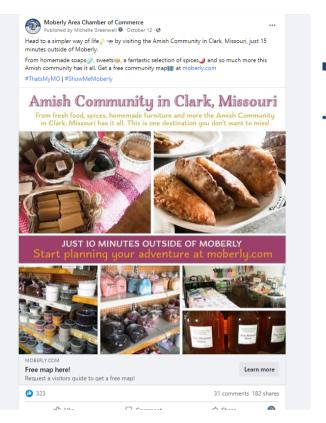
CHRISTMAS PARADE PEOPLE'S CHOICE VOTING CONTEST REACHED 24,954 PEOPLE

NUMBER OF FOLLOWERS PER PLATFORM

Month	Facebook	Instagram	Twitter
Jan.	6,478	1,067	484
Feb.	6,522	1,081	477
March	6,546	1,085	493
April	6,643	1,088	496
May	6,735	1,096	499
June	6,873	1,119	501
July	6,904	1,137	503
August	6,957	1,144	504
Sept.	7,055	1,159	508
October	7,107	1,167	511
Nov.	7,218	1,170	511
Dec.	7,706	1,176	514

Total reach for the month on Facebook & Instagram 87,446

Amish Ad



Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	Nov 1 - Nov 15	23,992	\$200.00

Christmas Festival Ad

Medium	Date Ad Ran	Reach	Amount Spent
Facebook/Instagram	Nov 22 - Dec 3	23,657	\$600.00





MOBERLY.COM

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PAID MEDIA STATS/MISSOURI DIVISION OF TOURISM

	MEDIA	2019	2020	2021	2022
	DIGITAL	\$10,644.12	\$8,530.54	\$8,449.00	\$5,823.69
STI	SHOW ME RONG DIGITAL	0	\$2,989.99		
	PRINT	\$800.00	\$1,200.00	\$2,100.00	\$3,600.00
	RADIO	0	\$4,998.00		
	SEM	\$1,332.93	\$3,465.62	\$3309.03	
	BILLBOARD	0	\$2,000.00	0	
	тν			\$7,224.00	\$7,014.00
	TOTAL:	\$12,777.05	\$23,184.15	\$12,958.09	\$16,437.69

HALF OF THIS AD SPEND IS REIMBURSED BY THE STATE

OWNED COMMUNICATION ASSETS



• Continued distributing Visitors Guides & dining cards

- Added events to the community calendar & encouraged partners to send upcoming events
- Updated tourism website to reflect upcoming changes/additions
- Sent out newsletter
- Worked on gathering data for end of the year report
- Worked on social media marketing plan for the month

ADDITIONAL ITEMS

- Submitted Division of Tourism Final Report for July 1, 2021 to June 30, 2022
- Submitted Division of Tourism fiscal year 2023 Quarter 1 Reimbursement
- Work on ads for January/February
- Attended Tourism Commission, CID Board meeting & 4th Street Board Meeting
- Met with MO Axe Co on marketing plan/assistance
- Worked with 4th Street Theatre to create a marketing plan for December shows



PLANNED ACTIVITES

- Started working on 2023 events Junk Junktion, Christmas Festival, Gus Macker, Car Cruises & more
- Continued gathering 2023 dates from tourism partners



MONTHLY BILLING

ITEM # DESCRIPTION	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.	ост.	NOV.	DEC.
102.000.521: Advertising	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517	\$1517
102.000.540: Contract Labor	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
102.000.541: Administrative Fees	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583
TOTAL:	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100	\$7,100

MOBERLY'S CHRISTMAS FESTIVAL 2022

Held on December 3, 2022 from 10am-7pm in the Moberly Depot District



This event featured: Christmas Parade Pop-up shops Food trucks Altrusa Cookie Fest Santa & Mrs. Claus Pictures Horse Drawn Carriage Rides Live Reindeer Living Windows Mayor's Tree Lighting Crafts at A Stroke of Magic & Little Dixie Regional Library Carolers

Downtown Business	Percentage Increase/Decrease
Bean	21% decrease in sales. Total transactions down 15%
Charlotte's Web Antiques	Had 246 people in their store, exact same number as 2021.
Coachlight	Decreased by 18% compared to last year
Coates St Corner Grill	Decreased by \$200 in sales compared to 2021, but still a fantastic day!
Dot's Bakery	15% down compared to 2021
Encore	Busier than 2021, similar sales to a Girls Night Out Special Event.
Merle Norman	30% down from 2021's event, but still were busy
MO Ax Co.	Estimated around 150 people in their business
A Stroke of Magic	Very, very busy all day. In total, both sides saw an 8% increase
Vintage 424	15% increase compared to 2021. Number of sales were down, but average sale was up 31%

- Overall feedback from the event is that the colder weather impacted sales. The last two years the temperature was over 40 degrees and sunny so that really played a factor people coming out to shop.
- Having vendors in the street was something new that we had never done before this year. We are looking into alternatives going into 2022.
- We had the most Christmas Parade entries this year than we have ever had with over 50 participants! We did an easy & free People Choice Award online by voting on each float's picture that was very popular
- Very few businesses participated in Living Windows and will not be something we will promote going forward, unless participation increases
- Live reindeer & Mayor's Tree Lighting were a huge success!

We estimate that this event brought in around 2,000 people total over two days to the City of Moberly which would be an estimated direct economic impact of \$608,000. (This travel expenditure is based on Moberly's 2021 economic indicator.)

MOBERLY'S CHRISTMAS FESTIVAL 2022

Held on December 3, 2022 from 10am-7pm in the Moberly Depot District



Over 200 zip codes were collected from two states, Missouri & Illinois. The following cities were collected:

- Moberly Madison Mexico Jefferson City Columbia Huntsville Clark Cairo Harrisburg Macon
- Stover Ashland Holliday Paris Sturgeon Anabel Shelbyville Salisbury Rochport Hamilton, IL



Future Plans

Secure alterative space for vendors - indoors is preferred Add more activities Add more selfie spots for a "Disney" like experience Recruit more bands in the parade Enhance Mayor's Tree Lighting Discuss different timeframe for event



Board Report: November 11 – December 15, 2022

Randy Asbury, President, MAEDC

Goals for the Past Month

- (Ongoing) Continue to assist as applicable the Project Glasgow principals and the City of Glasgow on the bridge replacement project and future business options.
- (Ongoing) Continue discussions with City of Moberly and a hotel services development group regarding downtown Moberly hotel opportunities and development services.
- (Ongoing) Finalize City of Fayette Retail Strategies (RS) contract and deliverables. Ensure Fayette funding partners understand the deliverables via a presentation from RS as needed. Per recommendations, pursue national flags accordingly.
- (Ongoing) Continue discussions with a Fayette developer regarding potential commercial use of his vacant land along Church Street for a national flag retail store.
- (Completed) Work with Retail Strategies on potential Howard County sites for a national flag retail store.
- (Completed) Research various strategic planning organizations and provide to the MAEDC executive committee several options for consideration and to go before the full board.
- (Completed) Mail Industrial Club flyers and contribution letter.
- (Completed) Meet with Michelle Frey, MACC Dean of Health Services.
- (Ongoing) Facilitate ongoing Project Robot deliverables and project movement.
- (Completed) Market the newly listed 14 acres on South Morley in Moberly for retail store opportunities.
- (Completed) Distribute the RFP to potential strategic planning consultants.
- (Ongoing) Review workforce training and development opportunities to determine their benefit to our local businesses.
- (Ongoing) Identify grant programs offered through various state agencies that would benefit major employers.

Goals for the Next Month

- Continue to assist as applicable the Project Glasgow principals and the City of Glasgow on the bridge replacement project and future business options.
- Continue discussions with City of Moberly and a hotel services development group regarding downtown Moberly hotel opportunities and development services.
- Finalize the City of Fayette Retail Strategies (RS) contract and deliverables in January. Ensure Fayette funding partners understand the deliverables via a presentation from Retail Strategies. Per recommendations, pursue national flags accordingly.
- Continue discussions with Fayette developer regarding potential commercial use of his vacant land along Church Street for a national flag retail store.
- Work with Retail Strategies on potential Howard County sites for a national flag retail store.
- Facilitate ongoing Project Robot deliverables and project movement.

- Review workforce training and development opportunities to determine their benefit to our local businesses.
- Identify grant programs offered through various state agencies that would benefit major employers.
- Research city code related to water sprinkler requirements for a local manufacturing company.
- Post business development director position and conduct interviews for applicants.
- Screen professional consultant responses to the MAEDC strategic planning RFP.
- Identify grants available to offset MAEDC workforce training initiatives.
- Provide additional potential site locations to Retail Strategies for national flag retail opportunities in Howard County.
- Work with Fayette Dairy Queen principals to identify potential staff and housing options.

Project Overviews

Project Robot – Project Robot attorneys are reviewing the Development and Industrial Development Plan agreements. Once negotiations finalize, we will move toward a public hearing.

Bee's Knees Brewing Company – Principals have closed on a building location in Fayette and are working towards making appropriate hires for a new restaurant and craft beer location near the town square.

Fayette Dairy Queen – Principals are wrapping up the building renovations with the intent to reopen in late February or early March. Seeking assistance from City of Fayette influencers to identify qualified staff and housing options.

National Flag Connections – Sent an email to a national retail flag real estate representative to place New Franklin on their radar screen as a potential location for a store.

Real Estate – Made connections with various individuals to identify real estate sites available for national flag retail stores in Howard County.

Other Substantive News & Efforts

Multiple clarification questions were answered for professional consultants interested in responding to the MAEDC strategic planning RFP.

Continue to provide and seek letters of support for various grant applications in process.