

**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  
January 21, 2020  
6:00 PM**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

**1. City Council minutes**

**Recognition of Visitors**

**Communications, Requests, Informational Items & Consent Calendar**

**Public Hearing and Receipt of Bids**

**2. Notice of Public Hearing for Proposed Improved and Proposed Assessments.**

**Ordinances & Resolutions**

**3. An Ordinance Ordering That Certain Improvements Within The Downtown Moberly Public Facilities Neighborhood Improvement District Be Made; And Directing That Financing For The Costs Thereof Be Obtained, All Pursuant To The Neighborhood Improvement District Act.**

**4. An Ordinance Approving And Confirming Certain Licenses; Approving An Intergovernmental Cooperation Agreement; And Providing Further Authority**

**5. An Ordinance Approving A Cooperative Agreement with Trenton And Heather Borron For Sewer Infrastructure And Ratifying The Execution Of Said Cooperative Agreement By The Moberly City Manager.**

**6. A Resolution Approving A Letter Agreement For Engineering Services With McClure Engineering For Homestead Subdivision Sewer Replacement**

**7. A Resolution Amending Resolution R884 To Publish A Proposed Street Name Change Pursuant To Section 36-40 Of The Moberly City Code.**

**8. A Resolution Of The City Of Moberly, Missouri, Accepting Funding Approval Of Moberly's CDBG Application For Funding To Demolish Dilapidated Residential Structures And Authorizing The Mayor To Execute A Grant Agreement.**

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

**Official Reports**

**10. Department Head Monthly Reports**

**Anything Else to Come Before the Council**

**11. Consideration of a Motion to adjourn to a Work Session**

**Adjournment**

**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.**



January 6, 2020  
City of Moberly, Missouri Council Minutes

Council met in special session at 4:30 p.m. at Moberly City Hall with Mayor Jeffrey presiding.

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

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

A closed session was held.

Mayor Jeffrey reopened the meeting.

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

January 6, 2020

#1.

City of Moberly, Missouri Council Minutes

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

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

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

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

Williams Keepers, LLC, Certified Public Accountants and Consultants prepared the City of Moberly's 2018-2019 audit and Amanda M. Schulltz, CPA, from Williams Keepers, gave a presentation summary report and answered questions of the City of Moberly's audit.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT; MAKING CERTAIN FINDINGS AND RATIFYING PRIOR ACTS; AND PROVIDING FURTHER AUTHORITY"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO EXECUTE A COOPERATIVE AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE MOBERLY CHAMBER OF COMMERCE"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. 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: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A CHANGE ORDER TO THE WILLIS BROS., INC., HARRISON AVE. AND GARFIELD AVE. CDBG INFRASTRUCTURE PROJECT"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis 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: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none.



Davis introduced a bill for an ordinance entitled: **"AN ORDINANCE ORDERING THAT ASSESSMENTS BE MADE AGAINST BENEFITED PROPERTIES SITUATED WITHIN THE DOWNTOWN MOBERLY PUBLIC FACILITIES NEIGHBORHOOD IMPROVEMENT DISTRICT BASED UPON REVISED ESTIMATED COSTS OF PROPOSED IMPROVEMENTS WITHIN SUCH DISTRICT; ORDERING PREPARATION OF AN ASSESSMENT ROLL; AND CALLING FOR A PUBLIC HEARING AND PROVIDING DIRECTION FOR THE GIVING OF NOTICE THEREOF, ALL PURSUANT TO THE NEIGHBORHOOD IMPROVEMENT DISTRICT ACT"** 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: Davis, Kyser, Jeffrey, Brubaker and Kimmons. 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. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Davis, Kyser, Jeffrey, Brubaker and Kimmons. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH KIM HOSKINS ENVIRONMENTAL CONSULTING, LLC, D/B/A KIMHEC"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Brubaker to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF MOBERLY, MISSOURI TO EXECUTE A FIREWORKS DISPLAY AGREEMENT WITH J & M DISPLAYS, INC."** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kyser and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER AGREEMENT WITH HOWE COMPANY, LLC FOR PLATTING OF THE MOBERLY INDUSTRIAL PARK"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION TO PUBLISH A PROPOSED STREET NAME CHANGE PURSUANT TO SECTION 36-40 OF THE MOBERLY CITY CODE"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$793,693.48"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey nominated Kelsey Jeffries to be appointed to the Moberly Downtown CID Board. A motion was made by Kyser and seconded by Davis to appoint Kelsey Jeffries to the Moberly Downtown CID Board. Ayes: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A motion was made by Davis and seconded by Kyser to move the January 20, 2020 meeting to January 21, 2020 due the Martin Luther King, Jr. holiday. Ayes: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A motion was made by Kyser and seconded by Brubaker to move the February 17, 2020 meeting to February 18, 2020 due to Presidents' holiday. Ayes: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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

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

A work session was held followed by a closed session.

Mayor Jeffrey reopened the meeting.

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

#### Work Session

The following was discussed at the work session:

A Resolution of the City of Moberly, Missouri, accepting funding approval of Moberly's CDBG application for funding to demolish dilapidated residential structures and authorizing the Mayor to execute a grant agreement.

New task order for engineering services with McClure Engineering for Homestead subdivision sewer replacement.

An Ordinance approving and confirming certain licenses; approving an Intergovernmental Cooperation Agreement; and providing further authority.



December 16, 2019  
City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Brubaker and seconded by Davis to approve the minutes of November 18, 2019, 4:30 p.m., November 18, 2019, 6:00 p.m., December 2, 2019 and December 4, 2019 Council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

City Manager, Brian Crane discussed a letter from Charter Communications indicating the Educational Access Channel in Moberly has not been utilized by the Moberly School District and that they are beginning the process of reclaiming Channel 985 pursuant to Section 67.2703(3) RSMO.

The following bids were received for the Route M Sidewalk Improvements - Project No. Tap-4500(209): **S & A Equipment and Builders, LLC**, Total Base Bid, \$79,583.94; Add Alternate A, \$45,684.76; Add Alternate B, \$16,124.03; Add Alternate C, \$658.56, Total, \$142,051.29; **Rhad A. Baker Construction, LLC**, Total Base Bid, \$81,535.00; Add Alternate A, \$10,000.00; Add Alternate B, \$6,000.00; Add Alternate C, \$1,470.00, Total, \$99,005.00. A motion was made by Kimmons and seconded by Davis to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MOBERLY, MISSOURI AND THE LOCAL 2671, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis 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, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION AGREEMENT WITH RHAD A. BAKER CONSTRUCTION, L.L.C. FOR PHASE 2 OF THE ROUTE M CONSTRUCTION PROJECT"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. 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: Brubaker, Kimmons, Davis Kyser and Jeffrey. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING PARTICIPATION IN AND EXECUTION OF A STATE BLOCK GRANT AGREEMENT FOR FUNDING AIRPORT RUNWAY IMPROVEMENTS"** 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: Kimmons, Davis, Kyser, Jeffrey and Brubaker. 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: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none.

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

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO COOPERATIVE AGREEMENT WITH JKKJ 923 S. MORLEY PROPERTIES, LLC"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Kyser, Jeffrey, Brubaker, Kimmons and Davis. 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: Kyser, Jeffrey, Brubaker, Kimmons and Davis. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE CALLING AN ELECTION IN THE CITY OF MOBERLY, MISSOURI"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THREE SEWER SERVICE USER AGREEMENTS"** 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: Brubaker, Kimmons, Davis Kyser and Jeffrey. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill b



seconded the motion. The presiding officer having called for a vote on motion, the vote was as follows: Ayes: Brubaker, Kimmons, Davis Kyser and Jeffrey. Nays: none.

Davis introduced a bill for an ordinance entitled: **"ORDINANCE APPROVING THE EXECUTION OF A SEWAGE TREATMENT AGREEMENT BETWEEN THE CITY OF MOBERLY, MISSOURI AND CITY OF HUNTSVILLE, MISSOURI"** 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: Kimmons, Davis, Kyser, Jeffrey and Brubaker. 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. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF MOBERLY, MISSOURI PREVIOUSLY ADOPTED FOR THE FISCAL YEAR JULY 1, 2019 TO JUNE 30, 2020"** 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: Davis, Kyser, Jeffrey, Brubaker and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Davis, Kyser, Jeffrey, Brubaker and Kimmons. Nays: none.

Brubaker introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SITEMED NORTH AMERICA, LLC FOR ONSITE FIREFIGHTER PHYSICALS"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AUTHORIZING THE CITY MANGER TO EXECUTE A LETTER AGREEMENT WITH HOWE COMPANY, LLC FOR SURVEYING OF SIDEWALK EASEMENTS ALONG KWIX ROAD AND PIG-N-BUN ROAD"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Davis and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, STATE REVOLVING FUND PROGRAM FOR LOANS UNDER THE MISSOURI CLEAN WATER LAW (CHAPTER 644, RSMO)."** and made a motion for it to be read. Kyser seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONSENT AND AGREEMENT BETWEEN HERITAGE HILLS GOLF COURSE, LLC AND MOBERLY, MISSOURI"**

**PUBLIC BUILDING CORPORATION"** and made a motion for it to be read. Bruba seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION CORRECTING RESOLUTION NO. R-871 AND AUTHORIZING THE CITY MANGER TO PURCHASE A PUMP AND IMPELLERS FOR SEWER LIFT STATIONS"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO ENTER INTO AGREEMENT WITH HOWE COMPANY, LLC FOR PROFESSIONAL ENGINEERING SERVICES FOR STORM WATER PLAN REVIEW ASSISTANCE AGREEMENT"** and made a motion for it to be read. Kyser seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$335,820.40"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Monthly reports were received from various departments.

Mayor Jeffrey nominated Matt Douglas to be appointed to the University of Missouri Extension Council. A motion was made by Kimmons and seconded by Brubaker to appoint Matt Douglas to the University of Missouri Extension Council. Ayes: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Members from the news media present were: Bob Ehle, KWIX/KRES Radio Station.

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

#### Work Session

The following was discussed at the work session:

Review of an agreement between J & M Display and the City of Moberly for the 2020 4th of July event.

An Ordinance approving a Development Agreement; making certain findings and ratifying prior acts; and providing further authority.

Appointment to the Downtown CID Board.



Discussion for proposed stormwater solution for the Harrison/Garfield pr #1.  
as well as the Fox Run area.

Discussion regarding retaining KIMHEC for services related to pretreatment program assistance.

Review of an agreement with Howe Company LLC for professional services at Moberly Industrial Park Subdivision.

DRAFT

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #2.  
 Department: City Manager  
 Date: January 21, 2020

**Agenda Item:** Notice of Public Hearing for Proposed Improved and Proposed Assessments.

**Summary:**

Hold a Public Hearing to consider proposed “improvements” (as that term is used and defined in Section 67.453(5) of the Revised Statutes of Missouri, as amended) and proposed assessments to be made against each parcel of real property benefitted by such “improvements”, all pursuant to the Neighborhood Improvement District Act, Sections 67.453-475 of the Revised Statutes of Missouri, as amended (the “NID Act”). The project name for the proposed “improvements” shall be the “Downtown Moberly Public Facilities Improvements Project” (the “Project”). The general nature of the improvements shall include: (a) installation and renovation of sanitary and storm sewerage; (b) installation of main and lateral sanitary sewers and appurtenant sanitary sewerage systems; (c) construction and reconstruction of sidewalks, pavement, curbs and gutters; and (d) such other public improvements and facilities as may be appurtenant to any of the foregoing. The Downtown Moberly Public Facilities Neighborhood Improvement District comprises a total 12 contiguous city lots plus connecting alley bounded by West Reed Street on the south, North Clark Street on the west, and North Sturgeon Street on the east

**Recommended**

**Action:** Hold a Public Hearing

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

**CITY OF MOBERLY, MISSOURI**

**NOTICE OF PUBLIC HEARING TO CONSIDER  
PROPOSED IMPROVEMENTS AND PROPOSED  
ASSESSMENTS IN CONJUNCTION WITH DOWNTOWN  
MOBERLY PUBLIC FACILITIES NEIGHBORHOOD  
IMPROVEMENT DISTRICT**

**NOTICE IS HEREBY GIVEN THAT** the City Council of the City of Moberly, Missouri will on Tuesday, January 21, 2020, at 6:00 PM in the Council Chambers, Moberly City Hall, 101 West Reed Street, Moberly, Missouri 65270, hold a hearing to consider proposed “improvements” (as that term is used and defined in Section 67.453(5) of the Revised Statutes of Missouri, as amended) and proposed assessments to be made against each parcel of real property benefitted by such “improvements”, all pursuant to the Neighborhood Improvement District Act, Sections 67.453-475 of the Revised Statutes of Missouri, as amended (the “NID Act”).

The total cost of the proposed “improvements” together with the costs of issuance, debt service reserves, and accrued interest on associated temporary notes or neighborhood improvement district bonds will be divided and assessed equally per acre including fractions thereof for a duration of not more than twenty (20) years against each such acre or fraction situated within the Downtown Moberly Public Facilities Neighborhood Improvement District and benefitted by such “improvements.”

The project name for the proposed “improvements” shall be the “Downtown Moberly Public Facilities Improvements Project” (the “Project”). The general nature of the improvements shall include: (a) installation and renovation of sanitary and storm sewerage; (b) installation of main and lateral sanitary sewers and appurtenant sanitary sewerage systems; (c) construction and reconstruction of sidewalks, pavement, curbs and gutters; and (d) such other public improvements and facilities as may be appurtenant to any of the foregoing and which satisfies the definition of the term “improvement” as set forth in section 67.453(5) of the NID Act, all generally located within the Moberly downtown “core” area bounded on the north by Coates Street, on the east by Sturgeon Street, on the south by Rollins Street and on the west by Johnson Street and serving and benefitting the properties within the proposed Downtown Moberly Public Facilities Neighborhood Improvement District and undertaken in single or multiple phases (collectively, the “Improvements”), together with the costs of issuance, debt service reserves, and accrued interest on associated temporary notes or neighborhood improvement district bonds (“NID Bonds”) issued with respect to any and all portions of the Project. Maintenance of the Improvements and the Project will be provided by the City of Moberly using City forces or through private contracts.

The revised estimated cost of the Downtown Moberly Public Facilities Improvements Project to be funded pursuant to the NID Act is \$1,388,337.50, exclusive of costs of issuance, debt service reserves, and accrued interest on associated NID Bonds.

The boundaries of the Downtown Moberly Public Facilities Neighborhood Improvement District to be assessed for the costs of the Improvements are legally described as:

*A tract of land lying in the Northwest Quarter of Section 1, Township 53 North Range 14 West, in the City of Moberly Missouri, and being Lots 1, 2, 3, 4, 5, 6, 19, 20, 21, 22, 23, 24 of Block Thirteen (13) of the Original town of Moberly, Missouri and being more particularly described as follows:*

*Commencing at a found iron pipe at the intersection of the South line of Coates Street and the East line of Sturgeon Street; thence South 06 degrees 43 minutes 27 seconds East a distance of 308.12 feet to a found pk nail, in the center of a concrete sidewalk, on the East right-of-way line of Sturgeon Street; thence Westerly a distance of 50.0 feet, more or less, to the Southeast Corner of Block 13 of the Original Town of Moberly and the Point of Beginning; thence Northerly along the East line of said Block 13 to the Northeast corner of Lot 19; thence Westerly along the North line of said Lot 19 to the Northwest corner thereof; thence continuing Westerly, along the same line, crossing a twenty foot alley, to the Northeast Corner of Lot 6 of Block 13 of the Original town of Moberly; thence continuing Westerly, along the North line of said Lot 6, to the Northwest Corner thereof; thence Southerly, along the West line of said Block 13, to the Southwest corner thereof; thence Easterly, along the North right-of-way of Reed Street, and the South line of said Block13 to the Point of Beginning.*

The Downtown Moberly Public Facilities Neighborhood Improvement District comprises a total 12 contiguous city lots plus connecting alley bounded by West Reed Street on the south, North Clark Street on the west, and North Sturgeon Street on the east.

This Notice is given pursuant to Section 67.461 of the NID Act. Plans and Specifications for the Improvements and the proposed assessment roll have been placed on file with the City Clerk and are available for inspection at City Hall during normal business hours. Written or oral objections will be considered at the Public Hearing. Persons desiring to be heard are advised to attend the hearing and to express their views orally or in writing. Written comments may be submitted and will be considered if received on or before the date and time of the Public Hearing as specified above. Assistance will be provided to any handicapped individual upon receipt of notice, two days prior to the hearing. Persons needing additional assistance or information may call the City Manager at (660) 269-8705, x 2063.

CITY OF MOBERLY  
D. K. Galloway, CMC/MRCC,  
City Clerk

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #3.  
 Department: City Manager  
 Date: January 21, 2020

**Agenda Item:** An Ordinance Ordering That Certain Improvements Within The Downtown Moberly Public Facilities Neighborhood Improvement District Be Made; And Directing That Financing For The Costs Thereof Be Obtained, All Pursuant To The Neighborhood Improvement District Act.

**Summary:** The proposed ordinance is the third in the series of five required by the Neighborhood Improvement District Act for NID Bond financing. To be adopted after conclusion of the scheduled public hearing, the ordinance approves plans and specifications, revised estimated costs of improvements, and proposed assessment roll, each of which has been placed on file with the City Clerk, for the Downtown Moberly Public Facilities Improvements Project. The ordinance also authorizes and directs the City staff to obtain NID financing for the Project in the form of City of Moberly, Missouri, Neighborhood Improvement District Limited General Obligation Bonds (Downtown Moberly Public Facilities Improvements Project) Series 2020. Under authority of the ordinance the City will first seek local bank financing for the Project by purchase of the Bonds through a private placement. When funding commitments are obtained, a fourth ordinance will be brought before the Council approving the issuance of the NID Bonds and prescribing the terms of the Bonds and the sources of repayment

**Recommended Action:** Approve this ordinance

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

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

BILL NO. \_\_\_\_\_

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE ORDERING THAT CERTAIN IMPROVEMENTS WITHIN THE DOWNTOWN MOBERLY PUBLIC FACILITIES NEIGHBORHOOD IMPROVEMENT DISTRICT BE MADE; AND DIRECTING THAT FINANCING FOR THE COSTS THEREOF BE OBTAINED, ALL PURSUANT TO THE NEIGHBORHOOD IMPROVEMENT DISTRICT ACT.**

**WHEREAS**, a proper petition from the owner of record of at least two-thirds by area of all real property located within a proposed Neighborhood Improvement District (as that term is defined and used in Section 67.453(6) of the Revised Statutes of Missouri, as amended) (the “**Petition**”) was filed with the Clerk of the City of Moberly (the “**City Clerk**”); and

**WHEREAS**, the Council of the City of Moberly (the “**City Council**”), upon reviewing the Petition and following due deliberation, by passage of Ordinance No. 9310, adopted and approved on March 20, 2017, determined the advisability of the improvements set forth in the Petition (collectively, the “**Improvements**”) and ordered that the proposed Downtown Moberly Public Facilities Neighborhood Improvement District be established and that preliminary plans and specifications for the Improvements be made and made the findings specified in Section 67.457 of the Revised Statutes of Missouri, as amended; and

**WHEREAS**, the City Council, by passage of Ordinance No. 9576, adopted and approved on January 6, 2020, received and accepted plans and specifications for the Improvements (the “**Plans**”), ordered the preparation of a proposed assessment roll (the “**Assessment Roll**”), directed that the Plans and the Assessment Roll be placed on file with the City Clerk and be open and available for public inspection, ordered that assessments be made against each parcel of real property within the Downtown Moberly Public Facilities Neighborhood Improvement District deemed to be benefited by the Improvements, based upon revised estimated costs of the Improvements, and called for a public hearing on the Plans, the proposed Improvements, and the

proposed Assessment Roll and directed the giving of notice thereof by publication and mailing;  
and

**WHEREAS**, on January 21, 2020 at 6:00 p.m. in the Council Chambers, Moberly City Hall, 101 West Reed Street, Moberly, Missouri 65270, the City Council held a duly noticed public hearing (the “**Public Hearing**”) at which the City Council heard and passed upon all objections to the Plans, to the proposed Improvements, and to the proposed Assessment Roll and the proposed assessments, and now wishes to order that the Improvements be made and to direct that financing for the costs thereof be obtained, all pursuant to the Neighborhood Improvement District Act, sections 67.453 through 67.457 of the Revised Statutes of Missouri, as amended (the “**NID Act**”);

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

SECTION 1. The Plans, the Improvements, and the Assessment Roll, including such amendments, if any, to any of the foregoing as the City Council has determined as a result of the Public Hearing and which are incorporated in this Ordinance by this reference, are hereby approved.

SECTION 2. It is hereby ordered and directed that the Improvements be made and that financing for the costs thereof be obtained as provided in the NID Act and in conjunction therewith, the City Manager, City Clerk, City Finance Director, and Special Counsel/NID Bond Counsel are hereby authorized and directed to take such actions as may be required to cause to be brought timely before the City Council for approval an ordinance authorizing the issuance, sale and delivery of City of Moberly, Missouri, Neighborhood Improvement District Limited General Obligation Bonds (Downtown Moberly Public Facilities Improvements Project) Series 2020, together with such other documents and instruments as may be required and all prior acts of the

foregoing on behalf of the City in conjunction with the obtaining of to obtain financing for the Improvements as herein provided, are hereby authorized, ratified and approved.

SECTION 3. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions within the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this 21st day of January, 2020.

\_\_\_\_\_  
Presiding Officer at Meeting

ATTEST:

\_\_\_\_\_  
Diane Kay Galloway, CMC/MRCC, City Clerk



# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #4.  
 Department: City Manager  
 Date: January 21, 2020

**Agenda Item:** An Ordinance Approving And Confirming Certain Licenses; Approving An Intergovernmental Cooperation Agreement; And Providing Further Authority

**Summary:** The Downtown CID and the Moberly Chamber are working on a banner program for downtown buildings. These banners will be very similar to the one placed on the chambers building with our new slogan/campaign, "We chose Moberly". The banners will be funded with Downtown CID funds and cover building with cosmetic and aesthetic issues. The hope is to brighten up buildings that have been an eyesore until the owner can renovate the property. This agreement allows the Downtown CID and city work with property owner to install and maintain banner

**Recommended**

**Action:** Approve this ordinance

**Fund Name:**

**Account Number:**

**Available Budget \$:**

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

BILL NO. \_\_\_\_\_

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE APPROVING AND CONFIRMING CERTAIN LICENSES; APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT; AND PROVIDING FURTHER AUTHORITY.**

WHEREAS, 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; and

WHEREAS, the City has obtained certain licenses (collectively, the “**Banner Licenses**”) to allow the placement at the City’s expense of one or more promotional banners celebrating the history, culture, tourism, and economics of the City’s downtown area (collectively, the “**Banners**”) and wishes confirm and acknowledge the Banner Licenses and further wishes to obtain funding to support the installation of the aforesaid Banners; and

WHEREAS, the Downtown Moberly Community Improvement District is willing to contribute funds to the City to support the purchase of the Banners, subject to the terms and conditions of and as further set forth in a certain Intergovernmental Cooperation Agreement, in substantially the form of **Exhibit A**, attached to and incorporated by reference in this Ordinance (the “**Banner Agreement**”);

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

SECTION 1. The Banner Licenses and each of them, which are each hereby incorporated by reference in this Ordinance as if set forth in their entirety in this place, are hereby approved, acknowledged and confirmed. Any and all acts heretofore taken by the City Manager, City staff,

other agents of the City, or any of them taken in connection with the obtaining and delivery of the Banner Licenses are hereby acknowledged, confirmed, ratified and approved.

SECTION 2. The Banner Agreement in substantially the form of Exhibit A is hereby approved and the Mayor is hereby authorized and directed to execute and deliver the Banner Agreement on behalf of the City.

SECTION 3. The Mayor, City Manager, City Clerk, and applicable City staff are hereby authorized and directed to take such further actions as may be necessary or convenient to carry out and satisfy the City’s obligations under the Banner Agreement and the Banner Licenses.

SECTION 4. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Council of the City would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 5. This Ordinance shall take effect and be in force from and after its passage and adoption by the Council of the City and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
Diane Kay Galloway, CMC/MRCC, City Clerk

**EXHIBIT A**  
**INTERGOVERNMENTAL COOPERATION AGREEMENT**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”) and THE CITY OF MOBERLY, a city of the third class and Missouri municipal corporation having a principal office at 101 West Reed Street – City Hall, Moberly, Missouri 65270 (the “**City**”).

**RECITALS**

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

**B.** Pursuant to a proper petition submitted to and approved by the Council of the City (the “**Petition**”), the District was established as a political subdivision of the State of Missouri authorized to exercise the powers provided under the Community Improvement District Act, sections 67.1401 through 67.1571 the Revised Statutes of Missouri, as amended (the “**CID Act**”).

**C.** Under the CID Act, the District is empowered, among other things, (i) to make and enter into contracts with public and private entities necessary or convenient to exercise its powers under the CID Act; (ii) to make expenditures and use its revenues as necessary to carry out its powers under the provisions and purposes of the CID Act; and; (iii) to produce and promote any tourism, recreational or cultural activity or special event in the district by, but not limited to, advertising, decoration of any public place in the District.

**D.** The City has obtained various licenses (collectively, the “**Banner Licenses**”) to allow the placement and installation on various private buildings and locations of promotional banners celebrating the history, culture, tourism, and economics of the City’s downtown area (collectively, the “**Banners**”) and wishes to obtain funding to support the installation of the aforesaid Banners and the Board of Directors of the District (the “**Board of Directors**”) is willing to contribute funds to the City to support the installation of the Banners, subject to the terms and conditions of and as further set forth in this Agreement.

**AGREEMENT**

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

1. **Confirmation of Findings and Determinations.** The Board of Directors hereby confirms its finding and determination that the installation of the Banners at the locations provided for in the Banner Licenses are in furtherance of the goals and objectives of the Revitalization Program set forth in the Petition and that the expenditures by the District provided for in this Agreement are within the scope of the District’s powers pursuant to the CID Act and are for a public purpose.

2. **Undertakings by the District; Indemnification by City.** Subject to receipt of written notice from the City that the City has entered into binding agreements for or incurred costs related to the installation of the Banners at locations specified in the Banner Licenses, the District shall pay to the City the amount of \$2,500 to be used by the City solely for the purchase of five (5) Banners at an estimated cost of \$500.00 each (collectively, the “**Banner Costs Amount**”). In the event such payments occur in any subsequent year, the payments for the Banner Costs Amount shall be subject to annual appropriation by the Board of Directors for the applicable year. To the full extent lawful, the City hereby agrees to indemnify, defend and hold harmless the District, its officials, officers, agents, attorneys, employees or representatives from and against any claim, action, proceeding, demand or award initiated at any time by or on behalf of any party other than a named Party to this Agreement and directed to the District or any of its officials, officers, agents, attorneys, employees or representatives and arising out of this Agreement, the expenditure of funds authorized hereunder, the Banner Licenses or any of them, the installation, maintenance or removal of the Banners or any of them, failure or deficiency of any payment to contractors or subcontractors of the City, personal injury or property damage related to the installation, maintenance or removal of any Banner, or any actions taken or omitted by an agent or employee of or contractor or subcontractor to the City involved in any way in connection with the installation, maintenance or removal of the Banners or any of them.

3. **Undertakings by the City; Reviews of Banner Design; Acknowledgement of the District a Pre-condition.** The City using the Banner Cost Amounts shall arrange for the design and purchase of five (5) of the Banners (the “**Downtown Banners**”) to be installed at the locations specified in the Banner Licenses; *provided that* in each case prior to the finalization of any Downtown Banner design, the City shall submit or cause to be submitted a color sketch and sample depicting and describing each of the Downtown Banners to be purchased for review and approval by the Board of Directors of the design content and quality, which approvals shall not be unreasonably withheld or delayed. Upon receiving such approval, the City shall arrange for the fabrication of the Downtown Banners and for the timely installation using the City’s own forces or private contractors of the Downtown Banners; *provided that* the foregoing review and approval requirements shall not apply to any Banner not purchased using the Banner Costs Amount.

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

5. **Notices.** All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

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

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

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

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

6. **Term of Agreement; Assignment.** This Agreement shall terminate upon the expiration of the last Banner License to be entered into by the City, including such renewal terms as may from time to time be agreed to by the parties to such Banner License; *provided that* the indemnification obligations of the City shall survive expiration or termination for any reason of this Agreement. This Agreement shall not be assignable by any party without prior written consent of the other party.

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

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

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

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

signed by the duly authorized agents of the parties. The failure of any party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

11. **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.

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

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

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

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

**IN WITNESS WHEREOF**, the DISTRICT and the CITY have caused this Agreement to be executed in their respective names and attested to as of the date first above written.

**DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT**

By : \_\_\_\_\_  
Brian Crane, Chair

**ATTEST:**

By: \_\_\_\_\_  
Secretary

**THE CITY OF MOBERLY**

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

**ATTEST:**

\_\_\_\_\_  
D. K. Galloway, CMC/MRCC, City Clerk



## INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this “**Agreement**”) is made and entered into as of the 18 day of December, 2019, by and between the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”) and THE CITY OF MOBERLY, a city of the third class and Missouri municipal corporation having a principal office at 101 West Reed Street – City Hall, Moberly, Missouri 65270 (the “**City**”).

### RECITALS

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

**B.** Pursuant to a proper petition submitted to and approved by the Council of the City (the “**Petition**”), the District was established as a political subdivision of the State of Missouri authorized to exercise the powers provided under the Community Improvement District Act, sections 67.1401 through 67.1571 the Revised Statutes of Missouri, as amended (the “**CID Act**”).

**C.** Under the CID Act, the District is empowered, among other things, (i) to make and enter into contracts with public and private entities necessary or convenient to exercise its powers under the CID Act; (ii) to make expenditures and use its revenues as necessary to carry out its powers under the provisions and purposes of the CID Act; and; (iii) to produce and promote any tourism, recreational or cultural activity or special event in the district by, but not limited to, advertising, decoration of any public place in the District.

**D.** The City has obtained various licenses (collectively, the “**Banner Licenses**”) to allow the placement and installation on various private buildings and locations of promotional banners celebrating the history, culture, tourism, and economics of the City’s downtown area (collectively, the “**Banners**”) and wishes to obtain funding to support the installation of the aforesaid Banners and the Board of Directors of the District (the “**Board of Directors**”) is willing to contribute funds to the City to support the installation of the Banners, subject to the terms and conditions of and as further set forth in this Agreement.

### AGREEMENT

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

**1. Confirmation of Findings and Determinations.** The Board of Directors hereby confirms its finding and determination that the installation of the Banners at the locations provided for in the Banner Licenses are in furtherance of the goals and objectives of the Revitalization Program set forth in the Petition and that the

Agreement are within the scope of the District’s powers pursuant to the CID Act and are for a public purpose.

2. **Undertakings by the District; Indemnification by City.** Subject to receipt of written notice from the City that the City has entered into binding agreements for or incurred costs related to the installation of the Banners at locations specified in the Banner Licenses, the District shall pay to the City the amount of \$2,500 to be used by the City solely for the purchase of five (5) Banners at an estimated cost of \$500.00 each (collectively, the “**Banner Costs Amount**”). In the event such payments occur in any subsequent year, the payments for the Banner Costs Amount shall be subject to annual appropriation by the Board of Directors for the applicable year. To the full extent lawful, the City hereby agrees to indemnify, defend and hold harmless the District, its officials, officers, agents, attorneys, employees or representatives from and against any claim, action, proceeding, demand or award initiated at any time by or on behalf of any party other than a named Party to this Agreement and directed to the District or any of its officials, officers, agents, attorneys, employees or representatives and arising out of this Agreement, the expenditure of funds authorized hereunder, the Banner Licenses or any of them, the installation, maintenance or removal of the Banners or any of them, failure or deficiency of any payment to contractors or subcontractors of the City, personal injury or property damage related to the installation, maintenance or removal of any Banner, or any actions taken or omitted by an agent or employee of or contractor or subcontractor to the City involved in any way in connection with the installation, maintenance or removal of the Banners or any of them.

3. **Undertakings by the City; Reviews of Banner Design; Acknowledgement of the District a Pre-condition.** The City using the Banner Cost Amounts shall arrange for the design and purchase of five (5) of the Banners (the “**Downtown Banners**”) to be installed at the locations specified in the Banner Licenses; *provided that* in each case prior to the finalization of any Downtown Banner design, the City shall submit or cause to be submitted a color sketch and sample depicting and describing each of the Downtown Banners to be purchased for review and approval by the Board of Directors of the design content and quality, which approvals shall not be unreasonably withheld or delayed. Upon receiving such approval, the City shall arrange for the fabrication of the Downtown Banners and for the timely installation using the City’s own forces or private contractors of the Downtown Banners; *provided that* the foregoing review and approval requirements shall not apply to any Banner not purchased using the Banner Costs Amount.

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

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



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

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

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

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

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

6. **Term of Agreement; Assignment.** This Agreement shall terminate upon the expiration of the last Banner License to be entered into by the City, including such renewal terms as may from time to time be agreed to by the parties to such Banner License; *provided that* the indemnification obligations of the City shall survive expiration or termination for any reason of this Agreement. This Agreement shall not be assignable by any party without prior written consent of the other party.

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

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

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

10. **Entire Agreement; Amendment; No Waiver by Prior Actions.** The parties hereto agree that this Agreement shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties. The failure of any party hereto to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement to be performed or observed by another party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

11. **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.

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

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

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

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

IN WITNESS WHEREOF, the DISTRICT and the CITY have caused this Agreement to be executed in their respective names and attested to as of the date first above written.

**DOWNTOWN            MOBERLY            COMMUNITY  
IMPROVEMENT DISTRICT**

By :           *Brian Crane*            
Brian Crane, Chair

ATTEST:

By: Shirley O'Way  
Assistant Secretary

**THE CITY OF MOBERLY**

By: \_\_\_\_\_  
Jerry Jeffrey, Mayor

ATTEST:

\_\_\_\_\_  
D. K. Galloway, CMC/MRCC, City Clerk

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #5.  
 Department: Public Utilities  
 Date: January 21, 2020

**Agenda Item:** An Ordinance Approving A Cooperative Agreement with Trenton And Heather Borron For Sewer Infrastructure And Ratifying The Execution Of Said Cooperative Agreement By The Moberly City Manager.

**Summary:** The City of Moberly needs to construct a sewer line extension located in the 1600 block of North Buchanan Street to connect three properties that are not currently served by service to the City’s sewer. Due to the small number of properties being served by the sewer extension, a cooperative agreement was developed instead of a sewer district. The cooperative agreement for connecting one of the three properties to be served was signed by the property owners. The city has already approved the ordinance for a cooperative agreement for the other property owners.

**Recommended**

**Action:** Approve this ordinance.

**Fund Name:** Sewer District Assessments (Revenue Account)

**Account Number:** 300.000.4535

**Available Budget \$:**

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

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH TRENTON AND HEATHER BORRON FOR SEWER INFRASTRUCTURE AND RATIFYING THE EXECUTION OF SAID COOPERATIVE AGREEMENT BY THE MOBERLY CITY MANAGER.**

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

**SECTION ONE:** On December 2, 2019, this Council adopted Ordinance No. 9563 approving a Cooperative Agreement with Sean Robert Miller and Monica M. Miller for sewer infrastructure on North Buchanan Street and authorizing Willis Bros. construction to begin installation of a sewer main.

**SECTION TWO:** Thereafter Trenton and Heather Borron purchased at 1625 North Buchanan and wished to participate in the sewer infrastructure project.

**SECTION THREE:** Staff negotiated and entered into a Cooperative Agreement for Sewer Infrastructure with the Borrons which Agreement was executed by the City Manager on January 10, 2020.

**SECTION FOUR:** Attached hereto is the executed Cooperative Agreement with the Borrons.

**SECTION FIVE:** The City Council hereby approves the Cooperative Agreement and hereby ratifies the City Manager’s execution of the Cooperative Agreement and acknowledges that the City of Moberly is hereby bound and consents to the City Manager’s execution of the Agreement.

**SECTION SIX:** 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 21st day of January, 2020.

.

**ATTEST:**

\_\_\_\_\_  
**Presiding Officer at Meeting**

\_\_\_\_\_  
**City Clerk**



COOPERATIVE AGREEMENT FOR SEWER INFRASTRUCTURE

THIS COOPERATIVE AGREEMENT FOR SEWER INFRASTRUCTURE (this "Agreement") is made and entered into as of the 10<sup>th</sup> day of January 2019 by and between the CITY OF MOBERLY, a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the "City"); and Trenton & Heather O Borron, having a principal residence at 1625 North Buchanan Street, Moberly, MO 65270 (the "Owner").

**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. The Owners are the owners in fee of a parcel of improved real property located in the City known and numbered as 1625 N Buchanan, and legally described on the attached Exhibit 1, to which property the Owners desire to connect to the City sewer by way of a sewer main to be constructed by the City.

C. The City and Owner are willing to divide the cost of construction for installing the City sewer main between themselves and one (1) other property owner as set forth herein along a path as described on the attached Exhibit 2.

D. The City has advertised for bids for construction of the sewer main. Owner consents to the successful bidder as the principal contractor for the sewer main construction and acknowledges that the estimate of the cost of the construction at this time is Fifty-Five Thousand Eight Hundred and Seventy Dollars (\$55,870.00) but that the whole cost of construction shall be determined following completion of the construction.

**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 sewer line extension shall be located in the 1600 block of North Buchanan Street in Moberly, Missouri within the city right-of-way as described on the attached Exhibit 2.
2. The successful bidder shall act as the contractor for the project which project shall be administered by city staff with construction expected to begin on or about November 12<sup>th</sup>, 2019 and to be completed within 6 months thereafter. The cost of construction shall include the installation of a service line running across North Buchanan to the Owners property line on the west side of North Buchanan where Owner shall be responsible to have the service line connected to a new lateral

by a licensed plumber. The project will involve removing 900 feet of 4" forced sewer main and replacing it with an 8" gravity sewer main. Precast manholes and sewer services will also be installed. All work will be done according to current City of Moberly specifications.

All manholes shall have cretex wrap on barrel sections and chimney seals installed. All manholes shall pass vacuum testing. All pipe shall be pressured tested. All pipe shall be bedded with granular backfill.

The City of Moberly shall enter into all contracts for the construction of the sewer improvements and shall be responsible for the supervision and enforcement of such contracts, including engineering and inspection, and, subject to the provisions of this Agreement, for payment of all costs of the improvements.

**2. Costs of Construction and Payment.** The bid estimate for the project construction is Fifty-Five Thousand Eight Hundred and Seventy Dollars (\$55,870.00). The whole cost of construction shall be determined within thirty (30) days following completion of the project. Owner agrees to pay one-eighth (1/8) of the whole costs of construction and City shall be responsible for five-eighths (5/8) of the whole costs of construction. City shall be responsible for payment to the contractor for the whole costs of construction and Owner shall pay their one-eighth (1/8) share to the City as follows: Seven hundred and fifty dollars (\$750) shall be due and payable upon the execution of this contract. Upon completion of the project and the determination of the whole cost of the project this \$750.00 payment shall be credited against Owners one-eighth (1/8) share of the whole cost. The balance due following credit for the \$750.00 payment shall be repaid in ten (10) equal annual payments beginning on March 1, 2020 and continuing each year thereafter until March 1, 2030 at which time the entire remaining balance shall be due and payable.

Each payment shall be due without demand and in accordance with the above described repayment schedule. Payments shall be directed to Greg Hodge, Director of Finance, City of Moberly. Payments are in default if not paid within seven (7) days of the due date.

All monies paid to City shall not be held in escrow but rather may be used by City for any legitimate governmental purpose.

**3. Sewer Line Construction and Maintenance Easements.** Owner, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to City, its successors and assigns, a temporary construction easement along the easterly side of the North Buchanan Street existing right-of-way extending 15 feet east of the right-of-way for purposes of installing the sewer line and appurtenances therewith during the period of time necessary for the completion of the project. The construction easement shall be temporary and is granted for the sole purpose of completing construction of this project. The easement shall terminate following completion of the project.

**4. Ownership of Materials.** All materials purchased for use in the project shall be property of the City. Owners hereby assign and transfer to City any interest they may have in the construction

materials and waive any right to make a claim against the city for any ownership interest in said materials.

5. **Transfer or Assignment.** This Agreement shall not be assignable, transferable or delegable by any party without the written consent of the other party.

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

7. **Default/Remedies.** In the event Owner fails to make any payment pursuant to Section 2 of this Agreement and as provided in said Section Owner shall be in default. City is not required to give Notice of default but may do so without waiving its rights in default as provided herein. City may seek to recover payment of any obligation under this contract either in law or equity, by suit, action, mandamus or other proceedings in court.

City is specifically given the right to terminate city water service to the Owner if Owner fails to make any payment due herein. In the event City elects to invoke this remedy it shall provide Owner with written Notice of its Intent to terminate water service no later than 10 days prior to water shut-off. Written Notice will be delivered to owner by mail to the address provided in this Agreement for Notices. Owner may avoid termination of water service or reestablish water service by making any delinquent payment. In order to reestablish water service Owner shall pay all reconnection fees normally assessed by the City Water Department.

None of the foregoing remedies shall be exclusive of any other remedy specified herein or otherwise available to the City and any and all such remedies may be exercised individually, sequentially, collectively, or in the alternative, all at the City's sole discretion.

If City recovers any delinquent payment by way of initiating suit then Owner agrees to pay all attorney's fees incurred by the city in collecting the debt and bringing suit along with all costs of any court action. In addition, City shall be entitled to interest on any delinquent payment at the statutory rate from the date of default.

8. **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 the Owner(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**9. 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.

**10. Relationship of the Parties; No Third Party Right.** Nothing contained in this Agreement nor any act of the Owners 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.

**11. 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.

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

**13. 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.

**14. Execution; Counterparts.** Each person executing this Agreement in a representative capacity warrants and represents that he or she has authority to do so, and upon request by the other party, proof of such authority will be furnished to the requesting party. This Agreement may be executed at different times and in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and the same instrument, binding on the parties hereto,

notwithstanding that both parties may not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.

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

CITY OF MOBERLY, MISSOURI  
(the "City")

By: *[Signature]*  
City Manager

ATTEST:

By: *D.K. Galloway*  
D.K. Galloway, City Clerk

OWNER

*Trenton V. Barton*  
Printed Name: Trenton V. Barton

*Heather O. Barton*  
Printed Name: Heather O. Barton

ACKNOWLEDGEMENTS

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #6.  
 Department: Public Utilities  
 Date: January 21, 2020

**Agenda Item:** A Resolution Approving A Letter Agreement For Engineering Services With McClure Engineering For Homestead Subdivision Sewer Replacement

**Summary:** The sewer line will replace an existing line that has been exposed through erosion within the Homestead Subdivision between Heritage Place and Overland Lane. This project has been approved for FEMA disaster declaration reimbursement so the project will need to go through federally approved procurement processes. McClure is already working on the road slide at Sugar Creek Lake under a previously approved contract.

**Recommended**

**Action:** Approve this Resolution and execute the agreement.

**Fund Name:** Capital Improvement Sales Tax Fund

**Account Number:** 304.000.5408

**Available Budget \$:** 0

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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION APPROVING A LETTER AGREEMENT FOR ENGINEERING SERVICES WITH MCCLURE ENGINEERING FOR HOMESTEAD SUBDIVISION SEWER REPLACEMENT.**

**WHEREAS**, on December 15, 2008, this Council approved an On-Call Engineering agreement with Shafer, Kline & Warren, Inc. for on-call engineering services; and

**WHEREAS**, Shafer, Kline & Warren, Inc. has since been acquired by McClure Engineering Co. who has assumed responsibility for the on-call engineering contract with the city; and

**WHEREAS**, erosion has caused existing sewer lines in Homestead Subdivision to be exposed which requires repair and/or replacement; and

**WHEREAS**, FEMA has made a disaster declaration and will reimburse some expense of the sewer line repair and/or replacement provided the City follows a federally approved procurement process which includes McClure’s engineering services; and

**WHEREAS**, attached hereto is a proposed letter agreement with McClure for engineering services for a fee not to exceed \$16,955.00.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the Homestead Subdivision engineering agreement with McClure Engineering and authorizes the City Manager to execute the agreement on behalf of the city.

**RESOLVED** this 21<sup>st</sup> day of January, 2020, by the Council of the City of Moberly, Missouri.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
City Clerk



**McCLURE**<sup>TM</sup>  
ENGINEERING CO.

107 Butler Street      O 660.385.6441  
Macon, MO 63552      www.mecresults.com

## Task Order – Homestead Subdivision Sewer

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January 2, 2020

City of Moberly, Missouri  
Attn: Mary West-Calcagno, Director of Public Utilities  
101 W Reed Street  
Moberly, MO 65270  
660.269.8705  
mwc@cityofmoberly.com

Re: City of Moberly – Homestead Subdivision Sewer Replacement

Dear Ms. West-Calcagno,

I am pleased to submit to you a proposal for the preparation of engineering drawings and construction specifications for a gravity sewer line replacement in the Homestead Subdivision. The location is shown on the attached Exhibit C. The sewer line will replace an existing line that has been exposed through erosion within the Homestead Subdivision between Heritage Place and Overland Lane. This agreement is a task order under the On-Call Agreement between McClure, hereinafter referred to as "the Engineer", and the City of Moberly, Missouri, hereinafter referred to as "the Client", to provide the following services:

1. Topographic and utility survey of the sewer alignment. The preparation of easements or easement descriptions is not included.
2. Design of a gravity sanitary sewer main including preparation of project drawings and written specifications for construction of the sewer line.
3. Preparation of an Opinion of Probable Construction Cost.
4. Preparation of Record Drawings.

Engineering Fees to complete these services will be a lump sum amount and will not exceed **\$16,955.00**, including expenses.

The preparation of easements or easement descriptions can be added as an additional service. Any additional services beyond the scope of services outlined above will be billed separately based upon our current Hourly Rate Schedule (Exhibit 'A'). Any such work shall be approved by the Client in writing prior to execution. This letter agreement is subject to the attached Standard Terms and Conditions (Exhibit 'B').

If approved please print and sign this letter agreement where noted, return a copy to my attention via email and keep a copy for your records. If you have any questions, please do not hesitate to contact me at 660.386.6441. Thank you for considering McClure for your sanitary sewer system needs.

**McClure**

**City of Moberly, Missouri**

By: \_\_\_\_\_  
Philip R. Wilson, P.E.      Date:

By (sign): \_\_\_\_\_  
Mary West-Calcagno      Date:

Enclosure:  
Exhibit A – Standard Hourly Rate Schedule  
Exhibit B – Standard Terms and Conditions  
Exhibit C – Aerial of Sewer Alignment

CC: File



EXHIBIT 'A'  
 McCLURE ENGINEERING COMPANY  
 HOURLY RATE SCHEDULE  
 (Effective through December 31, 2019)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative .....	\$70.00
Client Liaison .....	\$180.00
Engineer I .....	\$110.00
Engineer II .....	\$140.00
Engineer III .....	\$170.00
Engineer IV .....	\$210.00
Project Manager I .....	\$170.00
Project Manager II .....	\$195.00
Project Coordinator .....	\$90.00
Principal .....	\$245.00
Senior Principal .....	\$295.00
Community Planner I .....	\$135.00
Community Planner II .....	\$225.00
Landscape Architect I .....	\$100.00
Landscape Architect II .....	\$130.00
Engineering Tech I .....	\$85.00
Engineering Tech II .....	\$105.00
Engineering Tech III .....	\$125.00
Engineering Tech IV .....	\$160.00
Land Surveyor I .....	\$130.00
Land Surveyor II .....	\$160.00
On-Site Representative I (OSR I) .....	\$105.00
On-Site Representative II (OSR II) .....	\$145.00
Crew Chief (CC) .....	\$120.00
Crew Member (CM) .....	\$90.00
Intern .....	\$70.00
Survey Crew .....	\$200.00
 <u>EQUIPMENT</u>	
3D Scanner per Scan .....	\$30.00
UAV per Flight .....	\$125.00
Sonar Boat .....	\$125.00
 <u>MISCELLANEOUS EXPENSES</u>	
Survey Vehicle Mileage .....	\$0.70/Mile
Automobile Mileage (at current IRS rate) .....	\$0.545/Mile
Printing .....	At Cost + 10%
Survey Supplies (Hubs, Lath, Paint, Nails, etc.) .....	At Cost + 10%
Out-of-Pocket Expenses (Meals, Hotels, etc.) .....	At Cost + 10%

# McCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

#6.

**ACCESS TO SITE:** The **Engineer** shall at all times have access to the site to complete his Work.

**INFORMATION PROVIDED BY OTHERS:** The **Engineer** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Engineer** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Engineer**.

**ADDITIONAL SERVICES:** As an Additional Service in connection with changes in the scope of the **Engineer's** work by the **Owner**, the **Engineer** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Engineer** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

**OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and **Engineer** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Engineer**) whether or not the Project is completed.

**Owner** may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Engineer** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Engineer** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Engineer**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Engineer**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Engineer**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Engineer** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **Owner** shall indemnify and hold harmless **Engineer** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Engineer**; and (4) such limited license to **Owner** shall not create any rights in third parties.

If **Engineer** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Engineer** at rates or in an amount agreed upon by **Owner** and **Engineer**.

**OPINIONS OF PROBABLE COSTS:** **Engineer's** opinions (if any) of probable construction costs are to be made on the basis of **Engineer's** experience, qualifications, and general familiarity with the construction industry. However, because **Engineer** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Engineer** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by **Engineer**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent cost estimate.

**BETTERMENT:** If a required item or component of the **Owner's** project should be omitted from **Engineer's** construction documents, **Engineer** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the **Owner's** project.

**SHOP DRAWING REVIEW:** If, as part of this Agreement **Engineer** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **Engineer**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **Engineer** shall not be responsible for any deviations from the contract documents not brought to the attention of **Engineer** in writing by the contractor. **Engineer** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**CONSTRUCTION OBSERVATION:** If, as part of this Agreement, **Engineer** is providing construction observation services, **Engineer** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. **Engineer** shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall **Engineer** have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. **Engineer** shall not be responsible for the acts or omissions of any contractor.

**Engineer** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

**Engineer** shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Engineer** or its consultants.

Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

**DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If **Engineer** is not retained for construction observation and/or on-site resident observation services, **Engineer** shall have no

design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, and professional services. **Owner** waives all claims against the **Engineer** that may be connected in any way to construction phase administrative, engineering, or professional services.

**UNDERGROUND UTILITIES:** Information for location of underground utilities may come from the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors. Unfortunately, the information the **Engineer** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **Owner** agrees to indemnify and hold harmless the **Engineer** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Engineer** under this Agreement.

**SUBSURFACE CONDITIONS:** The **Engineer** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Engineer**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

The **Engineer** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Engineer** shall be held harmless from issues arising out of these unseen subsurface conditions.

**HAZARDOUS MATERIALS – INDEMNIFICATION:** The **Engineer** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Engineer** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

**DISPUTE RESOLUTION:** Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

**TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Engineer** in the event the Project is permanently abandoned.

Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **Engineer** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services.

In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

**LIMITATION OF LIABILITY:** The **Engineer's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

**PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

**WAIVERS:** The **Owner** and the **Engineer** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Engineer** each shall require similar waivers from their contractors, consultants and agents.

**ASSIGNMENT:** The **Owner** and **Engineer**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Engineer** shall assign this Agreement without the written consent of the other.

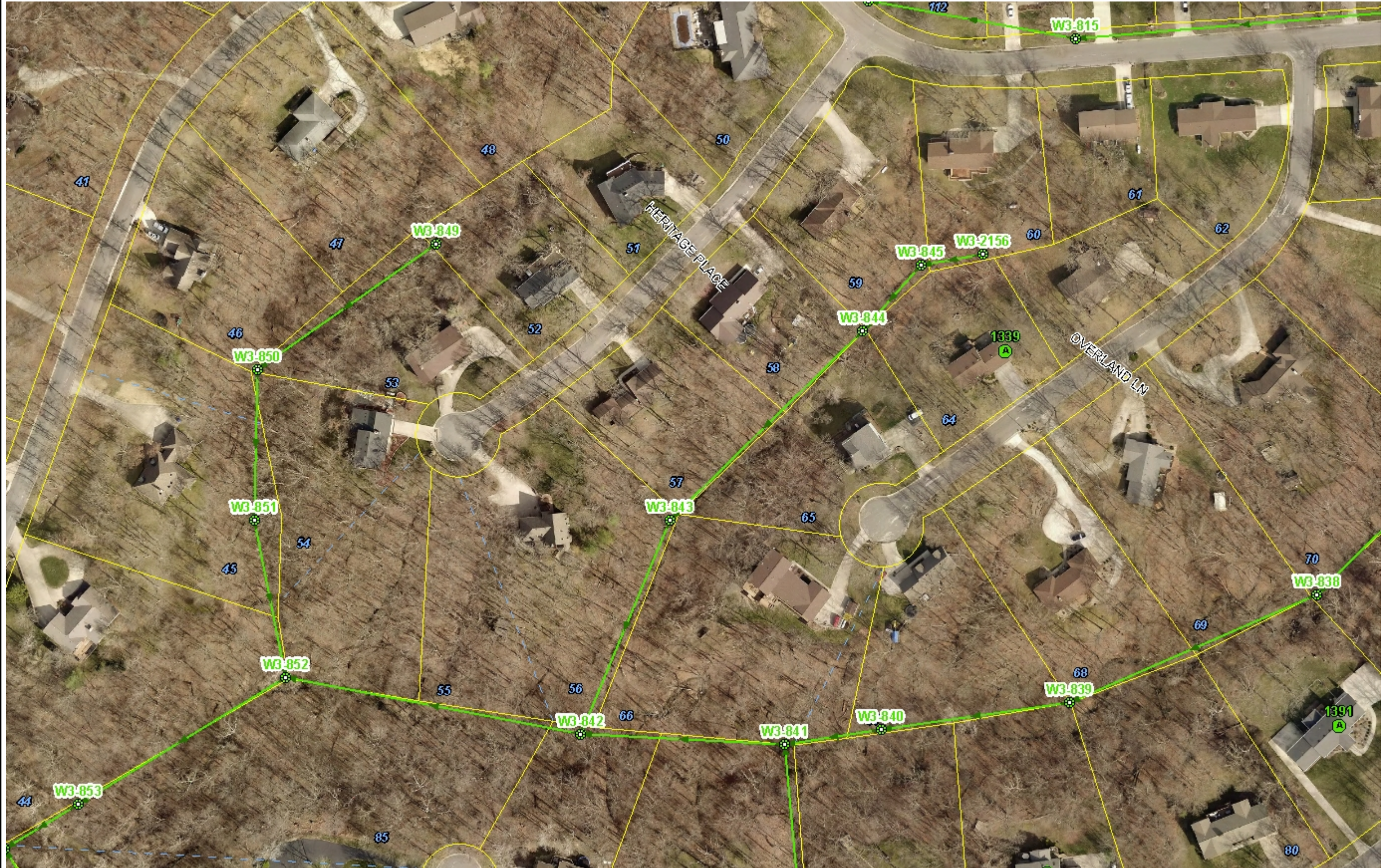
**GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

**COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer**.



# Moberly, MO

#6.



- Legend**
- Sewer Line Investigation Locat
  - Manhole
  - Air Release Valve
  - Lamphole
  - Lift Station
  - Other Sewer Feature**
  - Area Inlet
  - Bar Screen
  - Curb Inlet
  - Grate Inlet
  - Grit Chamber
  - Storm Drain
  - T Tee
  - Gravity Main
  - Force Main
  - Roads
  - Corporate Limit
  - Parcel
  - Original Lot
  - Stream
  - Lots
  - South Ridge Lot Line

1 in. = 114ft.



Notes

227.2 0 113.58 227.2 Feet

45

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION



# City of Moberly City Council Agenda Summary

Agenda Number: #7.  
 Department: Public Works  
 Date: January 21, 2020

**Agenda Item:** A Resolution Amending Resolution R884 To Publish A Proposed Street Name Change Pursuant To Section 36-40 Of The Moberly City Code.

**Summary:** A group (S.O.S.) is working to raise funds to construct a sidewalk along the North side of KWIX and Pig-N-Bun roads. KWIX Road was named for the Shepherd-family-owned radio station and Pig-N-Bun Road was named for the restaurant that was formerly located on the street. Much of the property on both sides of KWIX Road is owned by the Shepherd Family Trust, long-time supporters of the community. Dan & David Shepherd have agreed to donate \$10,000 each towards the project and request that these roads be renamed to Shepherd Boulevard to retain the Shepherd family connection to the area. None of the Pig-N-Bun owners family remain in the Moberly area. They have been contacted by the S.O.S. group and agree with the road name change, their only request being that they be given the Pig-N-Bun street sign.

**Recommended**

**Action:** Approve this resolution

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION AMENDING RESOLUTION R884 TO PUBLISH A PROPOSED STREET NAME CHANGE PURSUANT TO SECTION 36-40 OF THE MOBERLY CITY CODE.**

**WHEREAS**, Resolution R884 adopted on January 6, 2020, concerning a change in street names did not accurately describe the location of KWIX Road and Pig-N-Bun Road and therefore must be amended; and

**WHEREAS**, the city council hereby deems it necessary to change the names of KWIX Road from Gratz-Brown to S. Morley and Pig-N-Bun Road from S. Morley to S. Williams St. to Shepherd Brothers Boulevard; and

**WHEREAS**, pursuant Section 36-40 of the City Code this Resolution must be published at least one week in a local newspaper and after such publication resident property owners along those described portions of KWIX Road and Pig-N-Bun Road have four (4) weeks to file with the City Clerk their written protest against such a street name change; and

**WHEREAS**, the City Clerk is hereby directed to publish this Resolution in daily paper printed and published in Moberly, Missouri for a period of one week.

**NOW, THEREFORE, BE IT RESOLVED** this 21<sup>st</sup> day of January, 2020 that the Moberly, Missouri, City Council hereby provides notice of the proposed street name change and the necessity of publishing said notice.

\_\_\_\_\_  
Presiding Officer at Meeting

**ATTEST:**

\_\_\_\_\_  
City Clerk

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #8.  
 Department: Community Development  
 Date: January 21, 2020

**Agenda Item:** A Resolution Of The City Of Moberly, Missouri, Accepting Funding Approval Of Moberly’s CDBG Application For Funding To Demolish Dilapidated Residential Structures And Authorizing The Mayor To Execute A Grant Agreement.

**Summary:** The project will include the demolition of 65 vacant dilapidated residential structures. All structures will be tested for asbestos prior to demolition. Additionally, title searches will be completed on each structure to ensure structures are free of liens. Demolition and debris disposal will be completed according to local, State and other governing regulations.

**Recommended**

**Action:** Approve this resolution.

**Fund Name:** Demolition

**Account Number:** 100.005.5418

**Available Budget \$:** N/A

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

**BILL NO:** \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

**A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, ACCEPTING FUNDING APPROVAL OF MOBERLY’S CDBG APPLICATION FOR FUNDING TO DEMOLISH DILAPIDATED RESIDENTIAL STRUCTURES AND AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT.**

**WHEREAS**, on April 15, 2019 this Council passed Resolution No. R-795 authorizing the Mayor to apply for grant funding through the Missouri Department of Economic Development (“DED”) for the demolition of dilapidated residential structures within the City of Moberly; and

**WHEREAS**, the city has been notified by DED of funding approval in the total amount of \$200,000 in CDBG funds for its demolition project; and

**WHEREAS**, the Funding Approval must be accepted by the city and a Grant Agreement must be entered into by the city as conditions for receiving the approved grant funds.

**NOW, THEREFORE, BE IT RESOLVED** this 21<sup>st</sup> day of January 2020, by the City of Moberly, Missouri, that the CDBG Funding Approval is accepted; and

**BE IT FURTHER RESOLVED**, that the Mayor of Moberly, Missouri hereby is authorized to execute and submit the Grant Agreement on behalf of the City and take such other and further actions as may be necessary to successfully obtain the grant funds.

\_\_\_\_\_  
**Presiding Officer**

**DATE:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
**City Clerk**



**MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FUNDING APPROVAL**

under Title 1 of the Housing and Community Development Act of 1974 (Public Law 93-383) as amended.

1. NAME AND ADDRESS OF GRANTEE <b>Moberly</b> DUNS#: 08-002-0845 <b>101 West Reed</b> FEIN: 43-6002348 <b>Moberly, Missouri 65270</b> <b>Randolph County</b>					10. PROJECT DESCRIPTION (indicate specific scope of each activity regardless of funding source)  <b>The project will include the demolition of 65 vacant dilapidated residential structures. All structures will be tested for asbestos prior to demolition. Additionally, title searches will be completed on each structure to ensure structures are free of liens. Demolition and debris disposal will be completed according to local, State and other governing regulations. Following demolition, the lots will be leveled and seeded.</b>  <b>City Cash: \$144,975</b> <b>City In-Kind: \$34,125</b> <b>Private Match: \$32,500</b>			
2. PROJECT NUMBER <b>2018-ND-03</b>		3. SEN. DIST. REP. DIST. <b>18 47</b>						
4. POPULATION <b>13,974</b>		5. NO. OF BENEFICIARIES <b>13,974p/4,960f</b>						
6. GRANT AWARD DATE <b>12/06/19</b>		7. GRANTEE FYE DATE <b>6/30</b>						
8. MAXIMUM CDBG GRANT AMOUNT AWARDED <b>\$200,000</b>								
9. FEDERAL AWARD IDENTIFICATION NUMBER <b>B-18-DC-29-0001</b>								
				NATIONAL OBJECTIVE: <b>Slum/Blight</b>				
				LMI PERSONS: <b>49.96%</b>		LMI FAMILIES: <b>49.96%</b>		
PROGRAM ACTIVITY	ACT. NO.	REQ. ENV. REV.(1)	TOTAL	CDBG FUNDS(2)	MATCHING FUNDS			
					RECIPIENT		OTHER	
					CASH	IN-KIND	PRIVATE	STATE/FED
<b>Demolition</b>	<b>3</b>	<b>Y</b>	<b>\$ 351,425</b>	<b>\$ 182,400</b>	<b>\$ 126,775</b>	<b>\$ 9,750</b>	<b>\$ 32,500</b>	
<b>Demolition Inspection</b>	<b>37</b>	<b>N</b>	<b>\$ 24,375</b>			<b>\$ 24,375</b>		
<b>Asbestos Inspection</b>	<b>68</b>	<b>N</b>	<b>\$ 11,700</b>		<b>\$ 11,700</b>			
<b>Administration</b>	<b>35</b>	<b>N</b>	<b>\$ 17,600</b>	<b>\$ 17,600</b>				
<b>Other Professional Services</b>	<b>47</b>	<b>N</b>	<b>\$ 6,500</b>		<b>\$ 6,500</b>			
<i>Davis Bacon applies where specified by the initials DB</i>								
<b>TOTAL</b>			<b>\$ 411,600</b>	<b>\$ 200,000</b>	<b>\$ 144,975</b>	<b>\$ 34,125</b>	<b>\$ 32,500</b>	<b>\$ 0</b>
(1) Funds for activities that are conditioned subject to an environmental review may not be incurred or obligated until a written "Authority to use Grant Funds" is issued by DED.								
(2) This column represents the maximum amount of CDBG funds approved for each activity, except that the grantee may transfer funds between activities an amount not to exceed \$10,000 or 10% of the total CDBG allocation, whichever is less, except that administration, audit, and engineering costs must be changed via a contract amendment.								
PREPARED BY <b>Denise Derks</b>					DATE <b>12/12/2019</b>			





(DED Form GA-2018)  
STATE OF MISSOURI  
DEPARTMENT OF ECONOMIC DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

#8.

This Grant Agreement is made by and between the State of Missouri, Department of Economic Development (DED), herein called the "State" or "DED," and the City of Moberly herein called the "Grantee," pursuant to the authority of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, herein referred to as "The Act" and commonly referred to as the Community Development Block Grant Program (CDBG). The Grantee's submissions (including "Assurances") for CDBG assistance; Department of Housing and Urban Development (HUD) regulations at 24 CFR Part 570; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200); the State's current "Consolidated Plan;" the State's CDBG Administrative Manual; the State's CDBG-DR Policies and Procedures Implementation Manual for CDBG-DR projects; and the State's CDBG Program Guidelines (as now in effect and as may be amended from time to time), which are incorporated by reference; together with the DED Funding Approval form, and any special conditions, which are hereto attached, constitute part of this Agreement.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the State and the Grantee agree as follows:

1. Subject to the provisions of this Grant Agreement, the State will make the funding assistance specified in the attached DED Funding Approval form (the "Funding Assistance") available to the Grantee for completion of the project identified on the Grantee's CDBG Application (the "Project") upon execution of the Agreement by the parties. The obligation and utilization of the Funding Assistance is subject to the requirements for a release of funds by the State under the Environmental Review Procedures at 24 CFR Part 58 for any activities requiring such release.
2. The Grantee agrees to accept responsibility for adherence to this Agreement by any and all subrecipient entities to which it makes available any portion of the Funding Assistance.
3. The Grantee agrees that it will complete the Project within three years from the effective date of this CDBG Grant Agreement.
4. The Grantee agrees that it will adhere to the projection of grant expenditures by activity as submitted with the application, or as amended and approved by DED.
5. The Grantee agrees disbursement of funds must occur in a timely manner. If payment takes longer than three days ("three day rule" referenced in Financial Chapter of CDBG Administrative Manual), written justification is to be maintained in the project files.
6. The Grantee agrees that internal financial controls are in place and are adequate. The Grantee agrees to establish and maintain a financial management system in order to provide accurate, current, and complete disclosure of the financial status of the CDBG funded project by eligible program activity. The Grantee agrees to provide effective control over and accountability for CDBG funds, property and other assets, including proper segregation of duties.
7. The Grantee agrees to comply with the principles for determining allowable costs found in 2 CFR 200, (applicability 24 CFR 570.489).
8. The Grantee agrees to conduct the project in such a manner to ensure timely expenditure of funds and accomplishment reporting. The Grantee agrees to submit an update to expenditure projections on a quarterly basis, or in any event where the original timeline for full expenditure will be revised to a future date.
9. The Grantee agrees that any and all such amount of local funds or in-kind (force account) services or materials indicated in the attached Funding Approval form shall be equal to or greater than the amount indicated.
10. The Grantee agrees that any proposed activity budget variances (from the Funding Approval form) shall be approved by DED in writing prior to an obligation of funds for such activity; however, any variance shall be approved by the Grantee's governing body in advance of an obligation of such activity. An amendment to the grant is required under the following conditions: all budget revisions between activity lines; transfer of any amount of funds to any professional services line item; request for grant increase, or deobligation of funds remaining at the close of the grant; and a request for addition of funds for an activity not listed on the funding approval.
11. The Grantee agrees to complete the Project in its entirety and as indicated in the Funding Approval form unless amended in writing and executed by all parties to this Agreement.



12. The Grantee agrees to comply with all state or federal legal, programmatic, or administrative requirements imposed by or described in the CDBG Administrative Manual or the CDBG Guidelines. The Grantee also agrees to comply with a #8. other requirements of the State, including special requirements of law, program requirements, and other administrative requirements. The Grantee is aware that this includes, but is not limited to, the requirement that a grant recipient must repay to the State, upon sale of the CDBG-funded real property to a non-eligible entity, a pro-rata portion of the proceeds of the sale, as set forth in the CDBG Administrative Manual. Real property, acquired or improved in whole or in part with CDBG funds, must continue to meet the CDBG national objective for a period not less than five (5) years from the date of project closeout.
13. The Grantee agrees that upon Project completion, any CDBG funds remaining from the allocation indicated in the Funding Approval form shall be returned to DED if they have been drawn to the Grantee's local depository, or cancelled if such funds have not been drawn.
14. The Grantee agrees to comply with 2 CFR 200, which governs the auditing requirements of these grant monies in accordance with the Single Audit Act of 1984 (amended 1996), and to provide DED with all required audits. The Catalog of Federal Domestic Assistance (CFDA) number for state CDBG grants is 14.228.
15. CDBG Grantees and CDBG-DR Grantees agree to comply with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5121-5207), as amended and the "necessary and reasonable" cost principles found in 24 CFR Part 570 and in OMB Circulars as they relate to the responsibility to recognize, investigate, determine and account for any duplication of benefits for any project funded with CDBG or CDBG-DR funds in response to a disaster or emergency. CDBG Grantees and CDBG-DR Grantees may be subject to a demand for repayment to the DED for any amount of CDBG funding found to have duplicated another federal, state, or local program or private insurance.

The Grantee agrees to comply with the "hierarchy" of disaster assistance (as described in the Duplication of Benefits chapter) and shall take all steps to ensure that CDBG funds are not used in a manner that disrupts that hierarchy. Such a disruption that results in a duplication of benefits shall be cause for repayment of CDBG funds.

The Grantee agrees to gather and retain documentation to prove the avoidance of a duplication of benefits as part of the Grantee's master files and make such proof available to the State CDBG staff or HUD staff, as requested. Duplication of benefit records kept by the Grantee include any documents related to Projects for which Grantee is the owner and records for which the Grantee may have sponsored an application on behalf of a sub-grantee, and all records related to each subrecipient or direct beneficiary of CDBG funds.

The Grantee will provide the following:

- Identify the total need of assistance,
  - Identify the total of all available assistance,
  - Identify the assistance determined to be not available for the same purpose / activity,
  - Perform calculation determining the total funds available from other sources,
  - Perform calculation determining the maximum eligible award,
  - Require all applicants to sign a subrogation agreement to repay any assistance later received for the same purpose, and
  - Recapture funds, if necessary. If additional need is established, subsequent CDBG or CDBG-DR funds would not be considered a duplication. If additional need is not demonstrated, CDBG or CDBG-DR funds must be recaptured to the extent they are in excess of the need and duplicate other assistance received by the beneficiary for the same purpose.
16. The Grantee agrees that State and HUD officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.
17. The Grantee agrees that all funds received under this Agreement shall be held and used by the Grantee for the purpose of accomplishing the Project only, and none of the funds so held or received shall be diverted to any other use or purpose.
18. The Grantee agrees that any material prepared by the Grantee or persons or firms employed or contracted by the Grantee shall not be subject to copyright, and the State shall have the unrestricted authority to publish, distribute, or otherwise use, in whole or in part, any reports, data, or other material prepared under this Agreement.
19. The Grantee agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Grantee or its agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the Grantee's obligations.

20. The Grantee agrees to comply with the citizen participation requirements set out in Section 104(a) of the Act, including the State's written Citizens Participation Plan in accordance with Section 508 of the Housing and Community Development Act of 1987. #8.
21. The Grantee agrees to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, and also agrees to enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
22. Any Grantee receiving over \$100,000 in CDBG funds agrees to carry out the terms of the "Certification Regarding Government-Wide Restriction on Lobbying" attached hereto and made a part hereof by signing same.
23. The Grantee agrees to comply with all reporting requirements of the HUD performance measurement or financial systems, including but not limited to the Disaster Recovery Grant Reporting (DRGR) system or Integrated Disbursement and Information System (IDIS). DED may suspend requests for CDBG funds by the Grantee for failure to comply with any specific requirement of reporting.
24. The Grantee agrees to comply with the policies and procedures set forth in Executive Order 96-03 for the protection of Missouri's wetlands.
25. The Grantee agrees to obtain and comply with all relevant state and/or federal permits and licenses related to construction and operation of any development activity funded by CDBG. The Grantee agrees and understands that copies of those permits and licenses shall be made available to CDBG, DED, or HUD upon request. The Grantee acknowledges that a lack of any such applicable permit or license may restrict Grantee access to the Funding Assistance.
26. In the event that the Grantee has, in DED's sole discretion, failed to comply with this Agreement or any other CDBG program requirement, the Grantee shall perform any remedial actions determined appropriate by the State to correct the deficiency, which actions may include, but are not limited to:
- The Grantee's repayment or reimbursement to the State or local CDBG fund (at DED's discretion) of inappropriately used CDBG funds;
  - The Grantee's return to the State of CDBG funds deposited at the Grantee's local financial institution;
  - The Grantee's return to DED or the supplier of any equipment, materials, or supplies purchased, leased, or lease purchased using CDBG funds; and
  - Any other actions the State deems appropriate.
- Such actions shall be performed by the Grantee in the time period specified by the State in writing to the Grantee. The State may also refuse the Grantee's requests for CDBG funds or take other actions as the State deems appropriate to ensure proper performance of the terms of this Agreement and compliance with CDBG requirements.
27. The State may terminate this Agreement in whole or in part, at any time, including before Project completion, whenever it is determined by the State that the Grantee has failed to comply with the conditions of this Agreement. The State shall notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. The Grantee shall not obligate the Funding Assistance in any way after the effective date of the termination of the Agreement and it shall be the Grantee's duty to take any and all legal efforts to cancel any obligations outstanding upon termination.
28. The State and Grantee each binds himself to his successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
29. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in Section 104(g) of the Act, the National Environmental Policy Act of 1969 and published in 24 CFR Part 58.
30. The Grantee agrees to comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601), Sections 104(d), 104(k), and 105(a)(11) of the Act.
31. The Grantee agrees the use of CDBG funds for relocation activities must meet accessibility standards, provide reasonable accommodations to persons with disabilities, and take into consideration the functional needs of persons with disabilities in the relocation process.
32. The Grantee agrees to comply with the lead-based paint hazard control laws and regulations specified in Title X of the Housing and Community Development Act of 1992, implementing regulations at 24 CFR Part 35; state statutes governing the licensing and conduct of persons addressing lead paint at Sections 701.300 - 701.324, RSMO and Work Practice Standards at 19 CSR 30-70; and OSHA regulations at 29 CFR 1926.



33. 24 CFR Part 570.489(g), governing the procurement requirements of CDBG grantees, states: When procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government on full and open completion. Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposal) and their applicability shall be specified by the State. Cost plus percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. The Missouri CDBG Program follows the Missouri procurement process codified in Missouri Revised Statutes Chapter 34 as required by law. The Missouri CDBG program requires City and County Grantees and their subrecipients to follow the procurement policies developed and published by the CDBG program. Communities may use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement conforms to the State CDBG Program's procurement policies and standards outlined in the CDBG Administrative Manual. The Grantee agrees to comply with the stricter of the procurement requirements between applicable state and local laws and the CDBG program procurement policy. #8.
34. Applicable to requirements for CDBG-DR projects (Appropriations Act, Pub. L. 115-123), Procurement standards must include the evaluation of the cost or price of the product or service. Federal Register/ Vol. 83, No. 28 as amended by Federal Register/Vol. 83, No. 157. The CDBG-DR Grantee funds agrees to comply with the requirements to include the evaluation of the cost or price of the product or service, as described in the CDBG-DR Cost Reasonableness Policy.
35. Applicable to requirements for the CDBG Voluntary Buyout program, the Grantee agrees to develop and adopt guidelines for a voluntary buyout program, either funded in full or partially funded by CDBG or CDBG-DR funds. The guidelines must meet the minimum policy requirements for the CDBG program.
36. Applicable to requirements for the CDBG Voluntary Buyout program, the Grantee agrees that all real estate purchased in the name of the project, must have open space deed restrictions in perpetuity.
37. Applicable to requirements for CDBG-DR projects which include CDBG-DR Housing Program activities, the Grantee agrees to develop guidelines for all housing assistance programs. The guidelines must meet the minimum policy requirements for the CDBG program and shall be adopted by resolution. The Grantee's guidelines must include housing construction and rehabilitation standards, incorporating program design standards, minimum standards for compliance with Housing Quality Standards (HQS) and meeting compliance for Green Building Standards as outlined in the CDBG-DR Policies and Procedures Implementation Manual.
38. The Grantee agrees to adopt a Grievance and Appeals policy that address handling incoming complaints, including a complaint escalation process in order to ensure that complaints are handled at the earliest stage in the process.
39. The Grantee agrees to comply with affordability periods for housing assistance programs as stated in the most relevant Federal Registers.
40. The Grantee agrees to certify that the Grantee will administer funded program activities in accordance with the Fair Housing Act and that the Grantee will affirmatively further fair housing.
41. The Grantee agrees to comply with federal labor standards requirements as defined in the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards Act and the Missouri Prevailing Wage Law.
42. The Grantee agrees to comply with the requirements of the eVerify federal work authorization program as defined in Section 285.525(6), RSMo., with respect to employees working in connection with the activities associated with the Funding Assistance.
43. The Grantee agrees that as applicable, contracting organizations and their principals are not suspended or debarred from federal procurement and non-procurement programs.
44. The Grantee agrees that any program income generated by the use of CDBG funds (including, but not limited to, sale of property acquired or constructed in whole or in part with CDBG funds) will be used for CDBG eligible activities that meet a HUD national objective, or returned to DED. Use of program income is entirely at DED discretion. The Grantee also agrees that it will inform DED of the generation of any program income after the closing of the project. Program income generated while the project remains open and active must be used for CDBG-eligible costs prior to drawing additional CDBG funds for those costs.
45. The Grantee agrees to comply with the conflict of interest provisions specified in the CDBG Guidelines.
46. The Grantee agrees to comply with the Missouri CDBG Grantee Language Access Plan Guidance to develop and adopt a Language Access Plan in order to provide Limited English Proficient (LEP) persons with meaningful access to programs and activities funded by the federal government and awarded by DED.



# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
Department: City Clerk  
Date: January 21, 2020

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

**Summary:** Appropriation Resolution.

**Recommended**

**Action:** Please approve this Resolution.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

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



**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$297,087.14.**

**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 January 21, 2020 in the amount of \$65,790.19.
- 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 January 21, 2020 in the amount of \$7,083.00.
- SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 21, 2020 in the amount of \$4,171.01.
- 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 January 21, 2020 in the amount of \$61,312.80.
- 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 January 21, 2020 in the amount of \$6,477.75.
- 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 January 21, 2020 in the amount of \$6,890.05.
- SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 21, 2020 in the amount of \$18,367.62.
- SECTION 8: There is hereby appropriated out of the **Community Betterment Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 21, 2020 in the amount of \$127.59.
- 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 January 21, 2020 in the amount of \$276.09.
- 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 January 21, 2020 in the amount of \$75,475.10.
- SECTION 11: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 21, 2020 in the amount of \$5,348.03.
- SECTION 12: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 21, 2020 in the amount of \$11,441.38.
- SECTION 13: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 21, 2020 in the amount of \$329.18.
- SECTION 14: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 21, 2020 in the amount of \$11,098.21.
- SECTION 15: There is hereby appropriated out of the **2008A Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 21, 2020 in the amount of \$7,181.90.
- SECTION 16: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 21, 2020 in the amount of \$6,875.11.
- SECTION 17: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 21, 2020 in the amount of \$175.37.
- SECTION 18: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due January 21, 2020 in the amount of \$8,666.76.

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

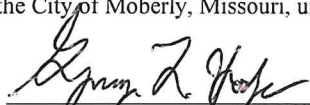
**RESOLVED** this 21st day of January 2020 by the Council of the City of Moberly, Missouri.

ATTEST:

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
City Clerk

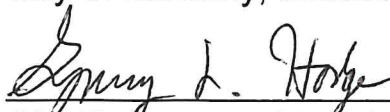
I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

  
\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri

**EXPENSES PAID JANUARY 4, 2020 - JANUARY 16, 2019 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE JANUARY 21, 2020 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	65,790.19
Non-Resident Lodging Tax Fund	\$	7,083.00
Payroll Fund	\$	4,171.01
Solid Waste Fund	\$	61,312.80
Heritage Hills Golf Course Fund	\$	6,477.75
Parks and Recreation Fund	\$	6,890.05
Airport Fund	\$	18,367.62
Community Betterment Fund	\$	127.59
Utilities Collection Fund	\$	276.09
Utilities OP & Maintenance Fund	\$	75,475.10
Capital Improvement Trust Fund	\$	5,348.03
2004B SRF Bonds Debt Service Fund	\$	11,441.38
2006A SRF Bonds Debt Service Fund	\$	329.18
2004C Bonds Debt Service Fund	\$	11,098.21
2008A Bonds Debt Service Fund	\$	7,181.90
Emergency Telephone Fund	\$	6,875.11
Transportation Trust Fund	\$	175.37
Street Improvement Fund	\$	8,666.76
<b>Total</b>	<b>\$</b>	<b>297,087.14</b>

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

  
\_\_\_\_\_  
City Treasurer, City of Moberly, Missouri

1/16/2020  
\_\_\_\_\_  
Date



# ACCOUNTS PAYABLE CHECK REGISTER

#9.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
24 DISBURSEMENTS								
82337	1/09/2020	3	AFLAC GROUP INSURANCE	2,806.01				
82338	1/09/2020	2646	VALIC	892.00				
82339	1/13/2020	17	AT&T 5001	5,145.34				
82340	1/13/2020	3139	EVOQUA WATER TECHNOLOGIES LLC	14,888.25				
82341	1/13/2020	1565	MACON ELECTRIC COOP	40.46				
82342	1/13/2020	2976	NEUMAYER EQUIPMENT CO INC	1,636.00				
82343	1/13/2020	2647	VANDEVANTER ENGINEERING INC	23,998.00				
* 82344	Thru 82346							
82347	1/16/2020	2903	ABAN PEST CONTROL INC	180.00				
82348	1/16/2020	3055	ADVANCED DISPOSAL - MACON	62,115.49				
82349	1/16/2020	351	AGEE, CARL W	2,586.30				
82350	1/16/2020	2813	AHRENS STEEL & WELDING	781.14				
82351	1/16/2020	1	ALTORFER INC	46.73				
82352	1/16/2020	13	ARROW ENERGY INC	16,190.63				
82353	1/16/2020	30	ARTDEP+BENTON	320.00				
82354	1/16/2020	17	AT&T 5001	1,016.14				
82355	1/16/2020	4504	AT&T 5011	635.00				
82356	1/16/2020	3808	ATCO INTERNATIONAL	200.00				
82357	1/16/2020	306	ATLANTIC SAFETY PRODUCTS	824.75				
82358	1/16/2020	15	AUSTIN COFFEE SERVICE	560.31				
82359	1/16/2020	35	BOGIE PUMP INC	498.14				
82360	1/16/2020	2605	BRATCHER'S MARKET	123.10				
82361	1/16/2020	191	BROWNFIELD OIL CO INC	100.00				
82362	1/16/2020	424	BUTLER SUPPLY INC	469.77				
82363	1/16/2020	591	CASON BUILDING MAINTENANCE INC	2,063.70				
82364	1/16/2020	2237	MILLER DARLA L	90.75				
82365	1/16/2020	598	CHARITON VALLEY COMMUNICATIONS	168.98				
82366	1/16/2020	3137	CINTAS CORPORATION #379	490.78				
82367	1/16/2020	653	COE EQUIPMENT	1,242.30				
82368	1/16/2020	3063	CONLEY FOREST DO	20.00				
82369	1/16/2020	1110	CONTROLLED AIRE LLC	99.92				
82370	1/16/2020	2645	CORE & MAIN LP	449.75				
82371	1/16/2020	2913	CULLIGAN WATER CONDITIONING	22.97				
82372	1/16/2020	2951	CUMMINS MID SOUTH LLC	6,803.49				
82373	1/16/2020	2908	CUNNINGHAM VOGEL & ROST PC	10,588.00				
82374	1/16/2020	2971	DASH MEDICAL GLOVES INC	200.70				
82375	1/16/2020	5565	DONUT PALACE	175.78				
82376	1/16/2020	5957	DOUGHERTY TAX & ACCOUNTIN	127.59				
82377	1/16/2020	2806	DPC ENTERPRISES LP	819.00				
82378	1/16/2020	3103	FASTENAL COMPANY	.00				VOID:
82379	1/16/2020	3103	FASTENAL COMPANY	.00				VOID:
82380	1/16/2020	3103	FASTENAL COMPANY	2,682.30				
82381	1/16/2020	699	FEDERAL EXPRESS	29.74				
82382	1/16/2020	1308	FEHLING SMALL ENGINE LLC	355.91				
82383	1/16/2020	2839	FUSION TECHNOLOGY LLC	1,083.24				
82384	1/16/2020	702	FUSSELMAN SALVAGE CO	10.00				
82385	1/16/2020	633	GALLAGHER & KAISER, LLP	990.00				
82386	1/16/2020	704	GALLS LLC	86.46				
82387	1/16/2020	2956	GREEN HILLS VET CLINIC LLC	621.00				
82388	1/16/2020	737	HACH COMPANY	1,321.78				
82389	1/16/2020	5959	HEARTLAND TACTICAL OFFICE	175.00				

**ACCOUNTS PAYABLE CHECK REGISTER**

#9.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
82390	1/16/2020	1857	HLR MOTOR SPORTS	100.00				
82391	1/16/2020	759	HUTCHINSON SALT COMPANY	5,526.28				
82392	1/16/2020	763	SUMNER ONE	435.62				
82393	1/16/2020	5591	INOVATIA LABORATORIES LLC	229.00				
82394	1/16/2020	2812	JACOBS ENGINEERING	2,495.00				
82395	1/16/2020	4063	JAYHAWK PLASTICS INC	1,255.00				
82396	1/16/2020	89	KINDER MACHINE TOOL & DIE	291.25				
82397	1/16/2020	2964	LEES LAWN CARE & EQUIPMENT LLC	670.10				
82398	1/16/2020	1381	LEON UNIFORM COMPANY	173.95				
82399	1/16/2020	5950	LEWIS LIEZA	276.09				
82400	1/16/2020	3015	LOWE'S HOME CENTERS, LLC	.00				VOID:
82401	1/16/2020	3015	LOWE'S HOME CENTERS, LLC	1,281.02				
82402	1/16/2020	376	MARC MID AMERICA REGIONAL COUN	390.00				
82403	1/16/2020	1694	MFA AGRI SERVICE CENTER	58.67				
82404	1/16/2020	1688	MFA OIL COMPANY	5,983.55				
82405	1/16/2020	260	MIDLAND GIS SOLUTIONS	4,345.00				
82406	1/16/2020	2889	MISSOURI DEPART OF CORRECT	682.50				
82407	1/16/2020	4508	MISSOURI LTAP	110.00				
82408	1/16/2020	604	MISSOURI MUNICIPAL LEAGUE	1,797.40				
82409	1/16/2020	834	MISSOURI STATE HIGHWAY PATROL	490.00				
82410	1/16/2020	195	MISSOURI WATER & WASTEWATER CO	100.00				
82411	1/16/2020	3041	MO ONE CALL SYSTEM INC	174.00				
82412	1/16/2020	2295	MO PST INSURANCE FUND	475.00				
82413	1/16/2020	2740	MOBERLY AREA CHAMBER OF COMMER	7,182.00				
82414	1/16/2020	1921	MOBERLY LUMBER INC	.00				VOID:
82415	1/16/2020	1921	MOBERLY LUMBER INC	1,127.21				
82416	1/16/2020	3027	MOBERLY OPTIMIST CLUB	75.00				
82417	1/16/2020	2907	MOBERLY READY MIX	7,207.75				
82418	1/16/2020	5961	MOZINGO RAVEN	65.00				
82419	1/16/2020	2789	MISSOURI PUBLIC UTILITY ALLIAN	4,024.00				
82420	1/16/2020	4906	MUTTER FARMS LLC	1,010.69				
82421	1/16/2020	2152	NEMO ELECTRIC CO INC	212.25				
82422	1/16/2020	3079	NEWMAN COMLEY & RUTH PC	4,792.50				
82423	1/16/2020	5418	NPG NEWSPAPERS INC	1,500.00				
82424	1/16/2020	2299	O'REILLY AUTOMOTIVE STORES INC	197.11				
82425	1/16/2020	2166	PERSONNEL EVALUATION INC	40.00				
82426	1/16/2020	3090	POEPPING STONE BACH	2,853.03				
82427	1/16/2020	2750	PREMIER SAFETY	175.00				
82428	1/16/2020	5829	Q SECURITY SOLUTIONS	198.00				
82429	1/16/2020	2587	QUILL CORPORATION	47.98				
82430	1/16/2020	4924	R P LUMBER COMPANY INC	3,682.28				
82431	1/16/2020	415	RANDOLPH AREA YMCA	1,815.00				
82432	1/16/2020	5963	RANDOLPH CTY CIRCUIT COURT	105.00				
82433	1/16/2020	5963	RANDOLPH CTY CIRCUIT COURT	105.00				
82434	1/16/2020	2603	SAM'S HEALTH MART NO.1	133.56				
82435	1/16/2020	2608	SIDENER ENVIRONMENTAL INC	1,490.77				
82436	1/16/2020	2823	SIRCHIE FINGER PRINT LABORATOR	46.88				
82437	1/16/2020	5639	SOCKET	.00				VOID:
82438	1/16/2020	5639	SOCKET	2,391.70				
82439	1/16/2020	1849	SPRINT	.00				VOID:
82440	1/16/2020	1849	SPRINT	2,678.15				
82441	1/16/2020	5700	STAPLES	287.56				
82442	1/16/2020	5716	STAPLES TECHNOLOGY SOLUTIONS	2,981.37				

**ACCOUNTS PAYABLE CHECK REGISTER**

#9.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
82443	1/16/2020	2962	SYDENSTRICKER IMPLEMENT	44.14				
82444	1/16/2020	5958	TNT UNDERGROUND CONSTRU	2,494.00				
82445	1/16/2020	5960	TRAVELSTORYS	12,950.00				
82446	1/16/2020	2741	US IDENTIFICATION MANUAL	82.50				
82447	1/16/2020	2644	USA BLUE BOOK	4,084.76				
82448	1/16/2020	5019	VENDOR REGISTRY, INC	250.00				
82449	1/16/2020	5800	VERIZON CONNECT NWF INC	21.95				
82450	1/16/2020	2652	WATER & SEWER SUPPLY INC	1,823.11				
82451	1/16/2020	2656	WESTLAKE HARDWARE	.00				VOID:
82452	1/16/2020	2656	WESTLAKE HARDWARE	.00				VOID:
82453	1/16/2020	2656	WESTLAKE HARDWARE	.00				VOID:
82454	1/16/2020	2656	WESTLAKE HARDWARE	1,265.09				
82455	1/16/2020	5908	WILLIAMS KEEPERS, LLC	2,750.00				
82456	1/16/2020	5294	ZURCHER TIRE INC	734.00				
*20190761								
20190762	1/09/2020	2708	UMB BANK	30,050.67				E-PAY

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

BANK TOTALS:	
OUTSTANDING	297,087.14
CLEARED	.00
	-----
BANK 24 TOTAL	297,087.14
**VOIDED**	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	65,790.19	65,790.19	.00	.00
102 NON-RESIDENT LODGING TAX	7,083.00	7,083.00	.00	.00
105 PAYROLL FUND	4,171.01	4,171.01	.00	.00
110 SOLID WASTE FUND	61,312.80	61,312.80	.00	.00
114 HERITAGE HILLS GOLF CRSE	6,477.75	6,477.75	.00	.00
115 PARKS & RECREATION FUND	6,890.05	6,890.05	.00	.00
120 AIRPORT FUND	18,367.62	18,367.62	.00	.00
141 COMMUNITY BETTERMENT	127.59	127.59	.00	.00
300 UTILITIES COLLECTION FUND	276.09	276.09	.00	.00
301 UTILITIES OP & MAINT	75,475.10	75,475.10	.00	.00
304 CAPITAL IMPROVEMENT TRUST	5,348.03	5,348.03	.00	.00
377 2004B SRF BONDS DEBT SERV	11,441.38	11,441.38	.00	.00
378 2006A SRF BONDS DEBT SERV	329.18	329.18	.00	.00
379 2004C BONDS DEBT SERVICE	11,098.21	11,098.21	.00	.00
380 2008A BONDS DEBT SERVICE	7,181.90	7,181.90	.00	.00
400 EMERGENCY TELEPHONE FUND	6,875.11	6,875.11	.00	.00
600 TRANSPORTATION TRUST FUND	175.37	175.37	.00	.00
601 STREET IMPROVEMENT FUND	8,666.76	8,666.76	.00	.00

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

#9.

BANK# BANK NAME  
CHECK# DESCRIPTION

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24 DISBURSEMENTS

82337 Thru 82343 Accounts Payable Checks  
82344 Thru 82346 Utility Billing Checks  
82347 Thru 82456 Accounts Payable Checks

20190762 Accounts Payable E-Pay

62

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #10.  
 Department: City Manager  
 Date: January 21, 2020

**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 December.

**Recommended**

**Action:** Just for your review

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

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



# COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

#10.

December 2019

## A. PROJECTS

### Public Work/Community Development

**Fennel Building and Associated Property** – The City’s goal for the Fennel building isn’t to restore it, build it back or figure out its future use, only to shore it up, seal it off and keep it viable until we can find a developer to make these determinations and do the work how they want it. The other buildings we have a plan for. In the recent bids, for the work on these, we were disappointed to only have one bidder who threw in an overly high bid that clearly had no real evaluation done on it. Total was for \$750,000. They just picked ridiculous figures that they knew would more than cover any potential cost to get the work done. I have met with multiple local contractors and have them looking at the buildings now getting proposals as to what they would recommend and feel comfortable with to get the buildings sealed up. Everyone is comfortable with the Pro Auto & JT Cross plans but are debating on the best approach for the Fennel Building. I have pointed out that I hope we can have someone lined up with a viable plan by the end of February.

### Street Maintenance

**Street Maintenance** - Crews have been focused on drainage improvements, jetting out culverts, replacing culverts, cleaning out curb inlets and making repairs to inlets and curbs around town. It’s a slow process with the size of our crew, but we are trying to target the worst areas. As stormwater is a split topic with utilities, we must work together on many issues to improve inlets or under street drainage and coordinate to get cleanout/repairs/upgrades to off r/w drainage.

**Mixed Glass Recycling Grant** – We were giving the formal approval to proceed with approved acquisitions for this project. We were fortunate that we were able to get funding approved for a replacement truck that will also serve as the vehicle to shuffle the glass recycling trailers to the bunker. While this will be the vehicle used for this purpose, it will also fill a role as one of our everyday street maintenance vehicles. We will be working to get bids out for the other recycling trailer and work towards having staff construct the glass storage bunker at the transfer station.

**Governor’s Cost Share Grant** – Moberly was not selected for this funding. We knew it was a long shot as we were not proposing new streets or infrastructure and it was loosely related to Economic Development, which was the goal of these funds. Being aware of the requirements, we are looking into having projects lined up to try for future funds in this area.

**Demolition Grant** – We were very happy to have the Governor come to Moberly to make the formal announcement that we were selected for the Demolition funding. We have 65 houses signed up for the program and some have been waiting for over a year. Unfortunately, we still have a lot of work left before we can start tearing down houses. We must go through environmental assessments, asbestos testing, O&M reviews, confirming ownership, making sure taxes are paid and there are no liens on the properties. Getting this all completed and sending each item in for review and approval will possibly let us get one round bid and started late 2020. Most of the Demo’s will occur in calendar year 2021.

**Route M Phase II** – (Bridge & abutment design) – We had the preconstruction meeting and are waiting on Contech (Bridge manufacturer) to complete some minor revision in the abutment design. As soon as those are submitted and approved (Mid-January), we will issue the notice to

proceed to Rhad Baker to start the work. The lead time for the bridge to be manufactured and delivered is 3 months, so we are looking at the later part of April for install.

#10.

**Entry Signs** – Had a follow up meeting with Mattox signs as to what MoDOT agreed with for our entry way signs. The issue is currently finding the more decorative breakaway post that MoDOT requires. Harley Mattox is looking into the options with his suppliers. We would anticipate using the same sign styling that was discussed previously, but the posts were the issue. If we can find the required posts, we will be able to locate the signs close to where we have wanted them all along.

**Garfield & Harrison CDBG Curb & Gutter project** – We have the preconstruction meeting with Willis Brother, Engineers and utilities on January 23<sup>rd</sup> at 10:30. They should be able to start work in that area about 30 days following.

**Landfill** – Fortunately this topic hasn't been in the monthly report for some time. The landfill is closed and much of the monitoring has been lifted. The ground water is one area of sampling that remains and we are starting to see some troubling numbers in the pH (8-10) in a couple of our monitoring wells. While the landfill and native soils typically are acidic, and we see numbers more commonly in the low to mid six range, these more basic numbers are confusing as to what would be causing it.

MEC, our environmental and sampling consultant looked at pulling the bladder pumps and redeveloping the wells as they were originally installed in 1991. When they attempted to pull the pumps in the two wells with higher pH's, the pump either wouldn't budge or it got lodged in the well casing. I discussed the situation with them and replacing the well or an over drill of the wells would lose all of our built-up data from years of sampling. This year of sampling levels out the impact of a few random "hits" in our analytical, the figures are blending in with previous readings. If we put in new wells, a couple of higher numbers right off the bat could through us into and SSI. Due to this, we will be taking all possible measures to keep the existing wells in place and camera the casing to see if any issues can be determined from that.

### **PR/Communications/Grant Specialist – Emily Goyea-Furlong – December Monthly Report**

- Manage all City of Moberly social media accounts
- Managed city's website content.
- Created press releases and dispersed them to media outlets
- Continued discussion regarding mural/banner project
- Attended bi-weekly City Council meetings.
- Collected information regarding trash containers corrections and additions and forwarded to Advanced Disposal
- Attended BCBH Coalition Meeting at Randolph Co. Health Dept. and participating in coalition
- Began purchasing and implementation for glass recycling grant.
- Began creation of an EAA chapter in Moberly.
- Participated in transportation needs meeting at Randolph County Caring Communities.
- Attended Wine and Shine
- Coordinating the photos and design for Route 36 travel magazine ad.
- Created Christmas video for Moberly PD
- Began planning Moberly Minute and first public meeting for historical walking tour grant.
- Completed contracts for historical walking tour service providers.
- Completed MIRMA trainings.
- Attended See Click Fix demo.
- Attended Municode website demo

- Began planning stages of April bond issue discussion.
- Attended Toys for Tots distribution.
- Attended Historical Society board meeting
- Attended Main St. Moberly board meeting

**Cemetery Department**

There were zero (0) grave lots sold; three (3) graves opened; and one (1) monument permit sold during the month of November.

**B. Planning & Zoning Commission**

The Planning and Zoning Commission for the City of Moberly met in session on **Tuesday, December 17, 2019 at 5:00 p.m.** in the Council Chambers of City Hall to conduct a public hearing on the following item at that time:.

1. An application submitted by MAEDC for a site plan review for a proposed industrial business for the property located at 100 McKeown Parkway. The property is currently zoned M-1 (Industrial District).

**Planning & Zoning**

**Warming Shelter/Homeless Shelter** – We should have the completed draft for this for staff review no later than Friday, January 24<sup>th</sup>.

**First floor Residential Downtown District** - This would be a Modification of Zoning Ordinances regarding Central Business District (B-2) Zoning. We expect to have draft completed for staff review no later than Friday, 31 January 2020

**C. Code Enforcement**

**Occupancy Inspection** – We continue to have some landlords bypass this by keeping the water in their name rather than the tenants. We have identified some, but it’s difficult to prove without having the occupants name on file and comparing that with the inspections. As the occupant’s name being on file is a requirement under utilities, we have not had good success in getting this in our system as there wasn’t much in the way of penalties for non-compliance. We are looking at bypassing the courts all together for this issue and having water shut off for lack of compliance. In addition, if we suspect a property of being rented after the last inspection and there was not previously an occupant listed, we should be able to obtain a copy of the lease. If they refuse to comply with this, the water may be shut off as well.

Our first and foremost goal is making sure the housing stock of Moberly is in good, safe condition. We are not looking for fines, shutting water off, etc., but we must have some ability to enforce our regulations or nothing happens. I have people that want to comply complaining as they see others bypassing our regulations with no penalty and saving the cost of inspection plus any costs to make the required improvements to their properties. To try and take them to court is a waste of time, but we need methods to prove who is in these and how long they have been there and be able to do something about it when we do find problems. I have put our ideas down for Randall to try and work into a useable format and hope to have something to review soon.



- Completed 7 building inspections.
- Issued 12 building permits to contractors
- Worked on bids for repairs for 209 W. Coates
- Completed changing out water damaged ceiling tiles in City Hall.
- Worked on P&Z meeting for December and attended the meeting.
- Installed base trim in conference room.
- Sent abatement notice to 309 E. Carpenter on complaint for nuisance debris.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and zoning matters.

**Month of December: Karen**

- 72 inspections and re-inspections.
- Returned phone calls.
- Attended Plan Review meeting as they are scheduled, also attended the year end safety committee meeting hashing out the Christmas party, look for changes next year.
- With the holidays comes times off with the family.

**Month of December: Aaron**

- During the month of December, many of the days were often dedicated to inspections and staying on top of the downtown installation of utilities. Also, time was spent answering questions to contractors about the expectations at the Moberly Inn. I believe the company is getting closer to finishing the investigative portion and have begun cleaning up the white box portion on the interior. As the holidays neared, things slowed down in the office and we were able to clean up inspection reports, improve applications and notes on inspections for future tasks, evaluate file systems and clean out (move to storage) the previous year's applications.
- Commercial and Residential inspections were frequent this month, zoning reviews, and plan reviews combined with residential ones kept the office busy between handling Code Enforcement issues. (plan reviews:1 zoning reviews:1 permits issued: 12 Commercial Inspections: 5 Residential Inspections: 20 Historic Preservation Inquiries: 0 Business License Reviews: 4)

<b>City of Moberly - Street Department</b>					
<b>Man-Hours Allocated by Task, Materials Used &amp; Purchased - Month &amp; Year</b>					
<b>MAINTENANCE FACILITY</b>					
	<b>Hours</b>	<b>O/T</b>	<b>Loads</b>	<b>Tons</b>	<b>Cost</b>
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	7	0	27	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	4	0	0	0	\$0.00
Winter Weather Equipment Preparations	0	0	0	0	\$0.00
<b>ROADS &amp; ALLEYWAYS</b>					
	<b>Hours</b>	<b>O/T</b>	<b>Loads</b>	<b>Tons</b>	<b>Cost</b>
Alleys, Grade & Rock	29	0	0	10	\$0.00
Catch Basin Maintenance	57	0	4	2	\$0.00
Crack Sealing	67	0	0	0	\$0.00

Culvert Flushing	26	0	0	0	\$0.00
Culvert Installation	0	0	0	0	\$0.00
Curb Repair	0	0	0	0	\$0.00
Ditch Maintenance	69	0	0	0	\$0.00
Ice & Snow Removal	189	0	30	112	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	6	0	0	0	\$0.00
Rock Loaded/Hauled	40	0	0	41	\$0.00
Street Repair & Maintenance	207	0	2.5	0	\$0.00
Street Sign Maintenance	38	0	0	0	\$0.00
Street Sweeper Operation	122.5	0	47		\$0.00
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	8	0	0	0	\$0.00
Weedeating & Brush Removal, Streets	0	0	0	0	\$0.00
Weedkiller Application, Alleys	0	0	0	0	\$0.00
Weedkiller Application, Streets	0	0	0	0	\$0.00
<b>MISCELLANEOUS</b>					
	<b>Hours</b>	<b>O/T</b>	<b>Loads</b>	<b>Tons</b>	<b>Cost</b>
Inmate Labor	700	0	0	0	\$0.00
Mowing, City Lots	0	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	30	0	0	0	\$0.00
Sidewalk Maintenance	0	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	10	0	32	0	\$0.00
Trash Removal & Clean-Up, All Wards	0	0	0	0	\$0.00
<b>FACILITIES &amp; EQUIPMENT MAINTENANCE</b>					
	<b>Hours</b>	<b>O/T</b>	<b>Loads</b>	<b>Tons</b>	<b>Cost</b>
Airport Maintenance	0	0	0	0	\$0.00
Building Maintenance	14	0	0	0	\$0.00
Cemetery Maintenance	106	0	0	0	\$0.00
Grounds Maintenance	23	0	0	0	\$0.00
Landfill Maintenance	0	0	0	0	\$0.00
Maintenance Facility Maintenance	0	0	0	0	\$0.00
Wash Trucks & Equipment	16	0	0	0	\$0.00
<b>MATERIALS PURCHASED</b>					
	<b>Loads</b>	<b>Tons</b>	<b>Cubic Yards</b>	<b>Gallons</b>	<b>Cost</b>
Asphalt	0	0	0	0	\$0.00

#10.

Road Marking Paint, White	0	0	0	0	\$0.00
Road Marking Paint, Yellow	0	0	0	0	\$0. <span style="border: 1px solid black; padding: 2px;">#10.</span>
Salt	3	78.6	0	0	\$0.00
Sand	0	0	0	0	\$0.00
<b><i>MECHANIC WORK PERFORMED</i></b>					
	<b>Units</b>	<b>Hours</b>			
Routine Service	13	32.5			
Maintenance And Repair	42	126			

**To:** Moberly City Council; Brian Crane, City Manager  
**From:** Greg Hodge, Director of Finance *Gy*  
**Subject:** Monthly Report – December 2019

**General Information**

Matt and I are gearing up for a very busy January. In addition to our regular duties, we also have to get the 2020-2021 budget process started, prepare the annual MIRMA membership renewal, and issue 1099's to select vendors. We will be spending some extra hours in the office throughout the month, but it is one of those times when we just have to burn the candle at both ends to meet the required deadlines.

Matt and I worked with the auditors to get the last few items resolved, and they did get the report draft to us before the December 15 deadline. They found some minor issues that had not been addressed by the previous firm, and we will be working on those over the next few months. We did receive a clean audit though, which is welcome news! The final report was issued the week of December 23 and distributed to all users & regulatory agencies on December 30. Amanda Schultz, the partner in charge of our audit, will be at the January 6 City Council meeting to present the results of the audit.

As part of the software selection process we will be travelling with Mary Calcagno and Lora Colley to visit Indianola, Iowa and Beatrice, Nebraska. These towns use the software that we have selected and we want to see it in action before the order is finalized. Lora is working on getting these trips scheduled, which I assume will be in February. I don't relish another software conversion and installation, but I am excited that increased capability and better functionality will be had.

**Sales Tax Revenues**

Included for your information are charts illustrating the sales tax revenues. General Fund sales tax receipts were up by 2.23% this month, finishing at 0.27% behind last year-to-date. The other regular sales taxes are ahead of last year by 0.01%-.05%. The use tax receipts were down again and are behind last year by 1.82%.

**Health Trust Fund**

Health claims were high again in December, nearly double "normal" at \$111,444. Pharmaceuticals were \$24,719, which is "normal". Reinsurance reimbursements of \$25,451 helped stabilize the fund balance. I made the \$220,000 cash infusion in December, which you can see has helped the fund balance tremendously. I anticipate that claims will fall off and the balance should continue to growth for several months.

**Health Trust Fund Balance**

	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
<b>July</b>	\$845,859.67	\$868,756.32	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58
<b>August</b>	\$844,809.45	\$874,161.89	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52
<b>September</b>	\$772,680.01	\$974,093.54	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95
<b>October</b>	\$924,366.04	\$946,611.09	\$1,008,278.61	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66
<b>November</b>	\$916,526.48	\$983,197.01	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25
<b>December</b>	\$921,527.48	\$999,278.76	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89
<b>January</b>	\$949,084.37	\$1,000,000.00	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98	
<b>February</b>	\$901,141.11	\$996,307.51	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67	
<b>March</b>	\$1,001,141.14	\$1,000,000.00	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63	
<b>April</b>	\$928,865.80	\$880,223.00	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04	
<b>May</b>	\$924,669.38	\$899,497.24	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95	
<b>June</b>	\$989,424.83	\$911,402.69	\$1,000,000.00	\$807,724.83	\$569,163.71	\$512,223.04	

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

December 2019

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

Gregory L. Hodge, City Treasurer



## City of Moberly Cash Balance Report - December 2019

#10.

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,094,283.41	637,952.93		685,129.32		1,047,107.02
102	Non-Resident Lodging Tax	172,049.34	5,778.55		8,200.00		169,627.89
105	Payroll	553,067.13	599.52		(32,560.35)		586,227.00
110	Solid Waste	775,159.22	89,849.11		125,426.26		739,582.07
114	Heritage Hills Golf Course	3,950.13	5,000.00	119,743.52	120,417.73		8,275.92
115	Parks and Recreation	13,851.36	82,813.02	10,842.77	93,225.79		14,281.36
116	Park Sales Tax	(187,467.95)	113,576.11		-	130,586.29	(204,478.13)
120	Airport	(58,092.86)	46,103.30		33,257.29		(45,246.85)
125	Perpetual Care Cemetery Sales	286.23	-		-		286.23
126	Perpetual Care Cemetery Investment	477,301.95	517.76		-		477,819.71
137	Use Tax Trust	247,544.81	268.35		-		247,813.16
140	Veterans Memorial Flag Project	39,319.03	42.59		-		39,361.62
141	Community Betterment	3,490.18	-		-		3,490.18
300	Utilities Collection	52,751.61	505,605.40		-	505,325.37	53,031.64
301	Utilities Operation and Maintenance	60,674.76	-	365,605.90	365,605.90		60,674.76
302	Utilities Replacement	627,834.27	-	4,083.33	-		631,917.60
303	Utilities Operating Reserve	814,022.76	8,185.92	54,364.16	26,531.12		850,041.72
306	Utilities Consumer Security	204,217.05	-		803.25		203,413.80
307	Sugar Creek Lake Fund	56,344.35	335.55		-		56,679.90
377	2004B SRF Bonds Debt Service	1,037,081.53	1,124.15	43,896.46	37,898.57		1,044,203.57
378	2006A SRF Bonds Debt Service	1,474,025.63	1,597.77	37,375.52	26,842.53		1,486,156.39
379	2004C Bond Debt Service	56,658.10	61.41	29,464.17	25,756.20		60,427.48
380	2008A Bonds Debt Service	29,319.00	31.83	15,032.21	-		44,383.04
Escrow		999,079.88					999,079.88
Total CWWSS (funds 300-380)		5,412,008.94	516,942.03	549,821.75	483,437.57	505,325.37	5,490,009.78
304	Capital Improvement Trust	1,266,206.84	104,907.64		17,570.19	44,496.38	1,309,047.91
400	911 Emergency Telephone	48,613.30	1.72		37,036.51		20,403.51

**City of Moberly Cash Balance Report - December 2019**

#10.

<b>Fund #</b>	<b>Fund Name</b>	<b>Beginning Cash Balance</b>	<b>Revenues</b>	<b>Transfers In</b>	<b>Expenditures</b>	<b>Transfers Out</b>	<b>Ending Cash Balance</b>
406	Inmate Security Fund	13,013.04	62.08		-		13,075.12
408	Police Forfeiture Fund	4,320.59			-		4,320.59
600	Transportation Trust	1,047,623.75	138,768.49		17,898.34		1,168,493.90
601	Street Improvement	527,023.50	34,216.07		18,016.54		543,223.03
900	MODAG Grant/Loan	21,686.88	23.55		-		21,710.43
901	Misc. Project Residuals	47,477.23	51.47		-		47,528.70
903	Ameren MO Solar Rebates	416,130.00	-		-		416,130.00
905	ICSC/Buxton Scholarship	6,593.24	7.10		-		6,600.34
908	Railcar Preservation Fund	584.60	0.59		-		585.19
909	Lucille Manor CDBG Reimbursement	191,323.68	2,109.51		-		193,433.19
911	Downtown CID Sales Tax	(2,082.40)	6,420.97		-		4,338.57
912	Downtown CID Property Tax	136,045.01	25,365.94		-		161,410.95
995	Health Trust	161,006.25	256,545.33		173,397.69		244,153.89
995	Investments	-					-
Total Health Trust		161,006.25	256,545.33	-	173,397.69	-	244,153.89
Total Cash		12,432,316.43	2,076,748.73	680,408.04	1,780,452.88	680,408.04	12,728,612.28
Less Escrow Accounts		(999,079.88)					(999,079.88)
Less Investments		-					-
Less Petty Cash		(2,950.00)					(2,950.00)
<b>Net Cash per Bank Cash Report</b>		<b>11,430,286.55</b>	<b>2,076,748.73</b>	<b>680,408.04</b>	<b>1,780,452.88</b>	<b>680,408.04</b>	<b>11,726,582.40</b>

City of Moberly Budget Comparison Report - December 2019

#10.

		Percentage of Year Completed								50.00%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	628,527.37	3,316,167.79	7,970,522.57	41.61%	685,129.32	3,929,298.72	7,970,522.57	49.30%	
102	Non-Resident Lodging Tax	5,778.55	50,161.68	108,300.00	46.32%	8,200.00	51,075.00	107,100.00	47.69%	
105	Payroll	599.52	4,339.86	0.00	0.00%	-38,753.76	-61,711.51	0.00	0.00%	
110	Solid Waste	89,849.11	541,110.43	1,050,683.23	51.50%	125,555.00	539,724.40	1,402,498.88	38.48%	
114	Heritage Hills Golf Course	124,743.52	133,862.50	190,000.00	70.45%	120,417.73	125,586.58	190,000.00	66.10%	
115	Parks and Recreation	93,655.79	1,682,447.44	2,060,949.08	81.63%	93,655.79	1,682,447.44	2,060,949.09	81.63%	
116	Park Sales Tax	113,576.11	649,832.01	1,302,100.00	49.91%	130,586.29	1,540,866.38	1,329,649.08	115.89%	
120	Airport	46,103.30	167,434.81	746,461.73	22.43%	33,257.29	218,238.02	746,461.73	29.24%	
125	Perpetual Care Cemetery Sales	0.00	0.00	20,000.00	0.00%	0.00	0.00	20,000.00	0.00%	
126	Perpetual Care Cemetery Investment	517.76	3,819.71	28,700.00	13.31%	0.00	0.00	6,000.00	0.00%	
140	Veterans Memorial Flag Project	42.59	1,972.97	5,250.00	37.58%	0.00	2,698.93	2,500.00	107.96%	
300	Utilities Collection	502,501.64	2,853,243.77	5,959,915.29	47.87%	507,304.99	2,804,548.22	5,929,915.29	47.29%	
301	Utilities Operation and Maintenance	365,605.90	1,816,604.57	4,537,171.70	40.04%	365,605.90	1,816,604.57	4,537,171.70	40.04%	
302	Utilities Replacement	4,083.33	24,499.98	49,000.00	50.00%	0.00	57,538.55	0.00	0.00%	
303	Utilities Operating Reserve	62,550.08	487,384.71	380,502.02	128.09%	26,531.12	172,395.89	820,317.31	21.02%	
304	Capital Improvement Trust	104,907.64	605,250.90	1,212,800.00	49.91%	62,066.57	368,315.62	2,210,281.50	16.66%	
307	Sugar Creek Lake Fund	335.55	1,277.06	2,500.00	51.08%	0.00	0.00	0.00	0.00%	
377	2004B SRF Bonds Debt Service	45,020.61	271,541.28	544,757.50	49.85%	37,898.57	227,719.10	480,325.00	47.41%	
378	2006A SRF Bonds Debt Service	38,973.29	235,825.77	473,606.25	49.79%	26,842.53	173,257.84	409,187.50	42.34%	
379	2004C Bond Debt Service	29,525.58	177,161.45	353,920.00	50.06%	25,756.20	155,934.68	322,700.00	48.32%	
380	2008A Bonds Debt Service	15,064.04	90,473.24	180,686.50	50.07%	0.00	75,001.39	164,760.45	45.52%	
400	911 Emergency Telephone	8,826.72	130,108.44	715,600.00	18.18%	37,036.51	325,888.24	701,712.75	46.44%	
406	Inmate Security Fund	62.08	502.27	1,400.00	35.88%	0.00	0.00	0.00	0.00%	
600	Transportation Trust	138,768.49	705,569.33	2,499,700.00	28.23%	17,898.34	969,835.51	2,699,025.00	35.93%	
601	Street Improvement	34,216.07	210,893.92	393,700.00	53.57%	18,016.54	138,225.47	359,625.00	38.44%	
903	Ameren MO Solar Rebates	0.00	416,130.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
905	ICSC/Buxton Scholarship	7.10	52.62	0.00	0.00%	0.00	0.00	0.00	0.00%	
908	Railcar Preservation Fund	0.59	474.74	0.00	0.00%	0.00	0.00	0.00	0.00%	

## City of Moberly Budget Comparison Report - December 2019

#10.

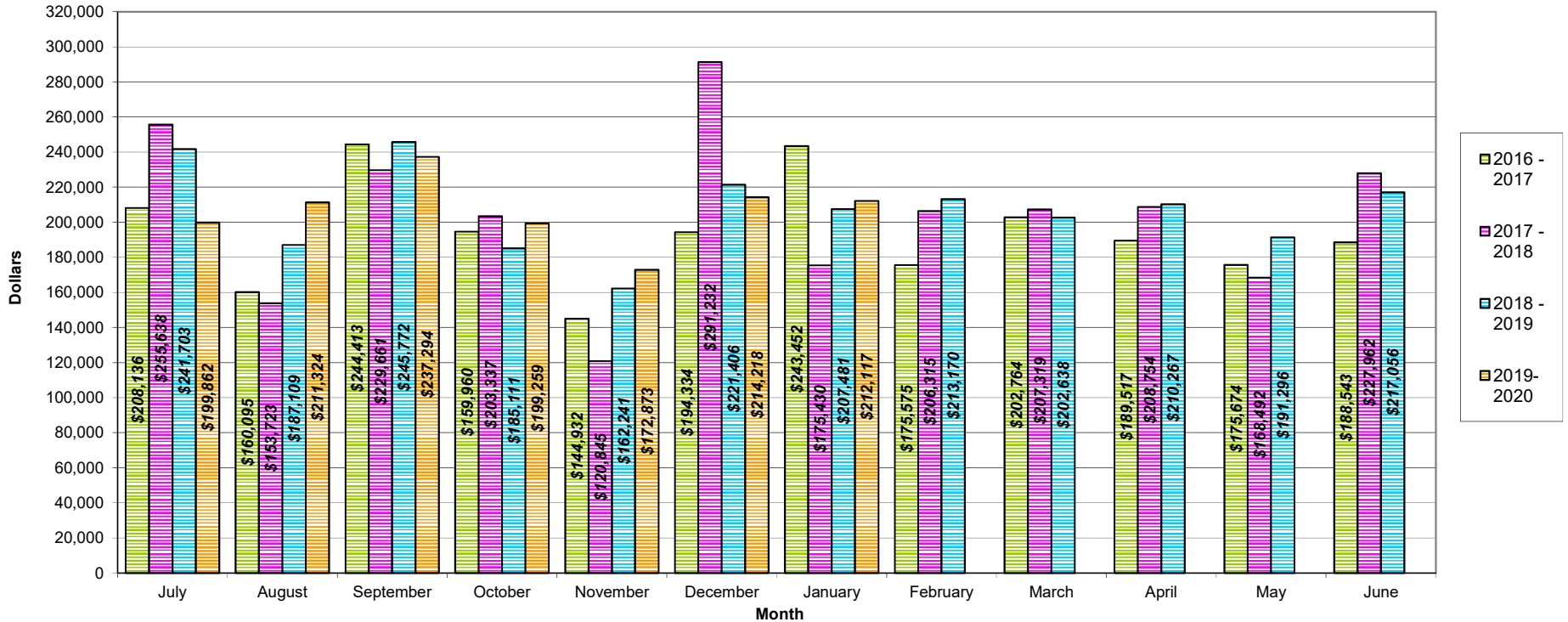
		Percentage of Year Completed								50.00%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
909	Lucille Manor CDBG Reimbursement	2,109.51	11,008.66	25,525.20	43.13%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	6,420.97	29,054.04	62,760.00	46.29%	0.00	19,267.72	62,760.00	30.70%	
912	Downtown CID Property Tax	25,365.94	87,201.12	280,350.00	31.10%	0.00	20,522.74	280,350.00	7.32%	
995	Health Trust	256,545.33	913,432.47	0.00	0.00%	173,397.69	1,181,501.62	0.00	0.00%	
<b>TOTALS</b>		<b>2,744,284.08</b>	<b>15,618,369.51</b>	<b>31,156,861.07</b>	<b>50.13%</b>	<b>2,456,402.62</b>	<b>16,534,781.12</b>	<b>32,813,812.85</b>	<b>50.39%</b>	

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

**#10.**

	2016 - 2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
<b>July</b>	8.96%	\$208,136	-6.38%	-6.38%	10.44%	\$255,638	22.82%	22.82%	9.73%	\$241,703	-5.45%	-5.45%	13.81%	\$199,862	-17.31%	-17.31%
<b>August</b>	6.89%	\$160,095	8.19%	-0.56%	6.28%	\$153,723	-3.98%	11.17%	7.53%	\$187,109	21.72%	4.75%	14.60%	\$211,324	12.94%	-4.11%
<b>September</b>	10.53%	\$244,413	0.18%	-0.27%	9.38%	\$229,661	-6.04%	4.31%	9.89%	\$245,772	7.02%	5.57%	16.40%	\$237,294	-3.45%	-3.87%
<b>October</b>	8.38%	\$194,632	-5.34%	-1.54%	8.30%	\$203,337	4.47%	4.35%	7.45%	\$185,111	-8.96%	2.06%	13.77%	\$199,259	7.64%	-1.39%
<b>November</b>	6.24%	\$144,932	-8.77%	-2.71%	4.94%	\$120,845	-16.62%	1.15%	6.53%	\$162,241	34.26%	6.10%	11.95%	\$172,873	6.55%	-0.13%
<b>December</b>	8.37%	\$194,334	-11.82%	-4.39%	11.89%	\$291,232	49.86%	9.41%	8.91%	\$221,406	-23.98%	-0.88%	14.80%	\$214,218	-3.25%	-0.68%
<b>January</b>	10.48%	\$243,452	32.26%	0.49%	7.16%	\$175,430	-27.94%	2.87%	8.35%	\$207,481	18.27%	1.47%	14.66%	\$212,117	2.23%	-0.27%
<b>February</b>	7.56%	\$175,575	-1.47%	0.27%	8.43%	\$206,315	17.51%	4.51%	8.58%	\$213,170	3.32%	1.70%	0.00%			
<b>March</b>	8.73%	\$202,764	-12.02%	-1.31%	8.47%	\$207,319	2.25%	4.25%	8.15%	\$202,638	-2.26%	1.25%	0.00%			
<b>April</b>	8.16%	\$189,517	-3.53%	-1.53%	8.53%	\$208,754	10.15%	4.82%	8.46%	\$210,267	0.72%	1.20%	0.00%			
<b>May</b>	7.57%	\$175,674	19.71%	-0.07%	6.88%	\$168,492	-4.09%	4.09%	7.70%	\$191,296	13.53%	2.14%	0.00%			
<b>June</b>	8.12%	\$188,543	-21.24%	-2.21%	9.31%	\$227,962	20.91%	5.45%	8.73%	\$217,056	-4.78%	1.49%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$2,322,067</b>			<b>100.00%</b>	<b>\$2,448,705</b>			<b>100.00%</b>	<b>\$2,485,248</b>			<b>100.00%</b>	<b>\$1,446,948</b>		

**Annual Comparison by Month**



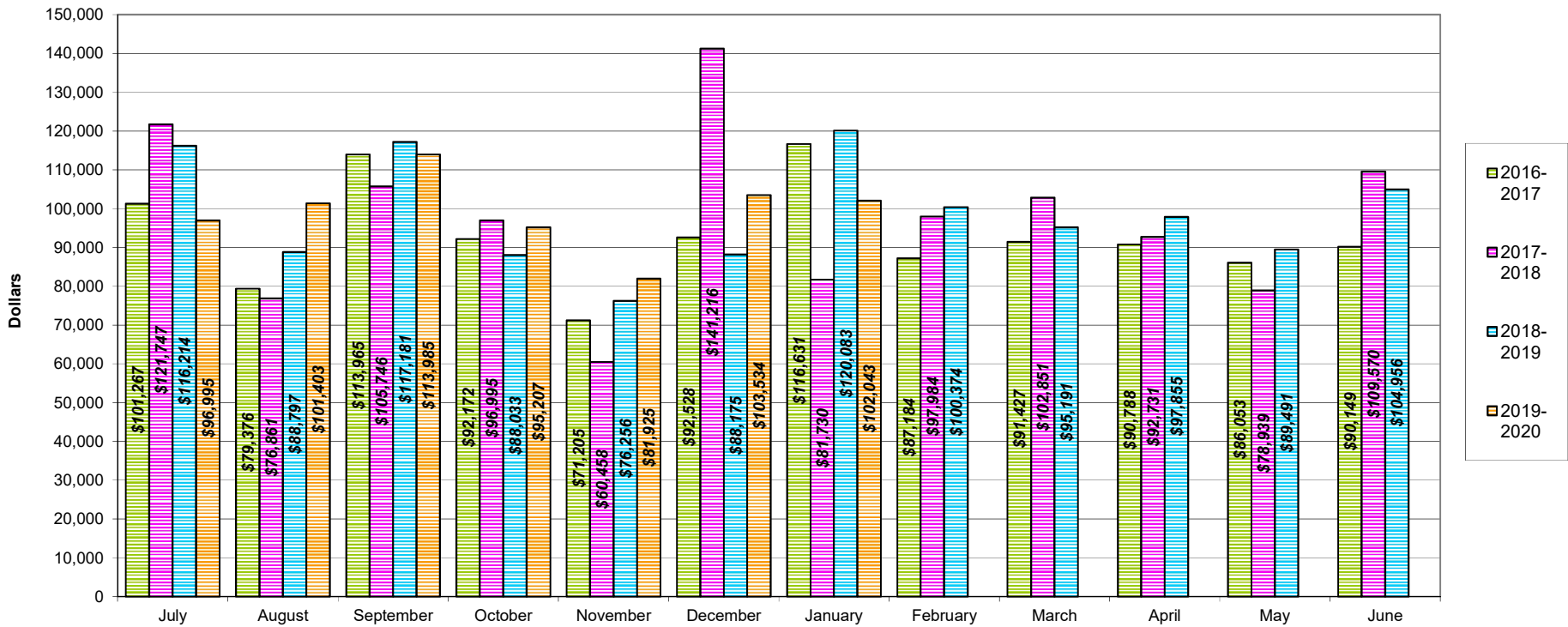


**City of Moberly  
One-Half Percent (1/2%) Parks Fund Sales Tax Analysis**

**#10.**

	2016-2017				2017-2018				2018-2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
<b>July</b>	9.10%	\$101,267	-6.50%	-6.50%	10.43%	\$121,747	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	13.95%	\$96,995	-16.54%	-16.54%
<b>August</b>	7.13%	\$79,376	7.88%	-0.68%	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	14.59%	\$101,403	14.20%	-3.23%
<b>September</b>	10.24%	\$113,965	-0.23%	-0.50%	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	16.40%	\$113,985	-2.73%	-3.04%
<b>October</b>	8.28%	\$92,172	-5.62%	-1.77%	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,033	-9.24%	2.21%	13.70%	\$95,207	8.15%	-0.64%
<b>November</b>	6.40%	\$71,205	-9.69%	-3.09%	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	11.79%	\$81,925	7.43%	0.62%
<b>December</b>	8.32%	\$92,528	-10.26%	-4.38%	12.10%	\$141,216	52.62%	9.54%	7.46%	\$88,175	-37.56%	-4.70%	14.89%	\$103,534	17.42%	3.20%
<b>January</b>	10.48%	\$116,631	31.09%	0.37%	7.00%	\$81,730	-29.92%	2.64%	10.15%	\$120,083	46.93%	1.46%	14.68%	\$102,043	-15.02%	0.05%
<b>February</b>	7.84%	\$87,184	-1.52%	0.15%	8.40%	\$97,984	12.39%	3.77%	8.49%	\$100,374	2.44%	1.58%	0.00%			
<b>March</b>	8.22%	\$91,427	-13.48%	-1.53%	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,191	-7.45%	0.53%	0.00%			
<b>April</b>	8.16%	\$90,788	-1.86%	-1.56%	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,855	5.53%	1.01%	0.00%			
<b>May</b>	7.73%	\$86,053	18.21%	-0.16%	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.93%	0.00%			
<b>June</b>	8.10%	\$90,149	-19.69%	-2.08%	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.35%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$1,112,745</b>			<b>100.00%</b>	<b>\$1,166,827</b>			<b>100.00%</b>	<b>\$1,182,605</b>			<b>100.00%</b>	<b>\$695,092</b>		

**Annual Comparison by Month**

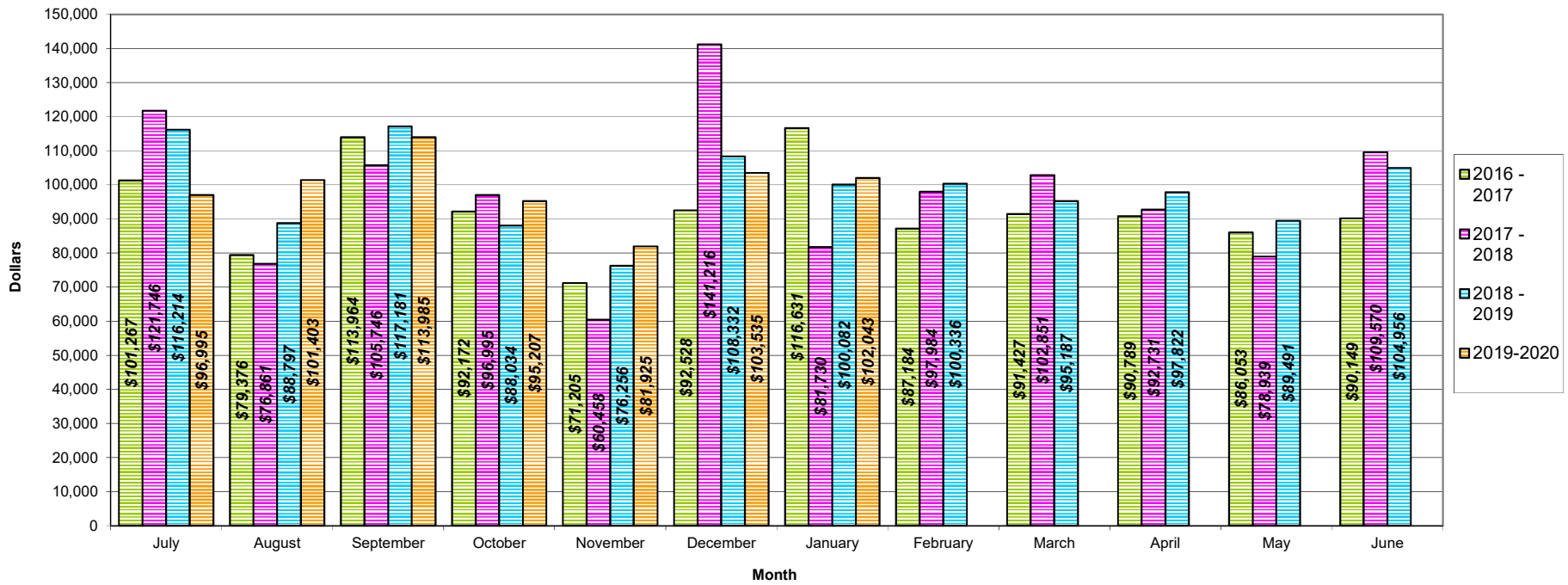


**City of Moberly  
One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis**

**#10.**

	2016 - 2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.10%	\$101,267	-6.50%	-6.50%	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	13.95%	\$96,995	-16.54%	-16.54%
August	7.13%	\$79,376	7.88%	-0.68%	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	14.59%	\$101,403	14.20%	-3.23%
September	10.24%	\$113,964	-0.23%	-0.50%	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	16.40%	\$113,985	-2.73%	-3.04%
October	8.28%	\$92,172	-5.62%	-1.77%	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,034	-9.24%	2.21%	13.70%	\$95,207	8.15%	-0.64%
November	6.40%	\$71,205	-9.69%	-3.09%	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	11.79%	\$81,925	7.43%	0.62%
December	8.32%	\$92,528	-10.26%	-4.38%	12.10%	\$141,216	52.62%	9.54%	9.16%	\$108,332	-23.29%	-1.36%	14.90%	\$103,535	-4.43%	-0.30%
January	10.48%	\$116,631	31.09%	0.37%	7.00%	\$81,730	-29.92%	2.64%	8.46%	\$100,082	22.45%	1.48%	14.68%	\$102,043	1.96%	0.03%
February	7.84%	\$87,184	-1.54%	0.15%	8.40%	\$97,984	12.39%	3.77%	8.48%	\$100,336	2.40%	1.60%	0.00%			
March	8.22%	\$91,427	-13.48%	-1.53%	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,187	-7.45%	0.55%	0.00%			
April	8.16%	\$90,789	-1.86%	-1.56%	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.01%	0.00%			
May	7.73%	\$86,053	18.21%	-0.16%	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.94%	0.00%			
June	8.10%	\$90,149	-19.69%	-2.09%	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.36%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$1,112,745</b>			<b>100.00%</b>	<b>\$1,166,827</b>			<b>100.00%</b>	<b>\$1,182,688</b>			<b>100.00%</b>	<b>\$695,094</b>		

**Annual Comparison by Month**

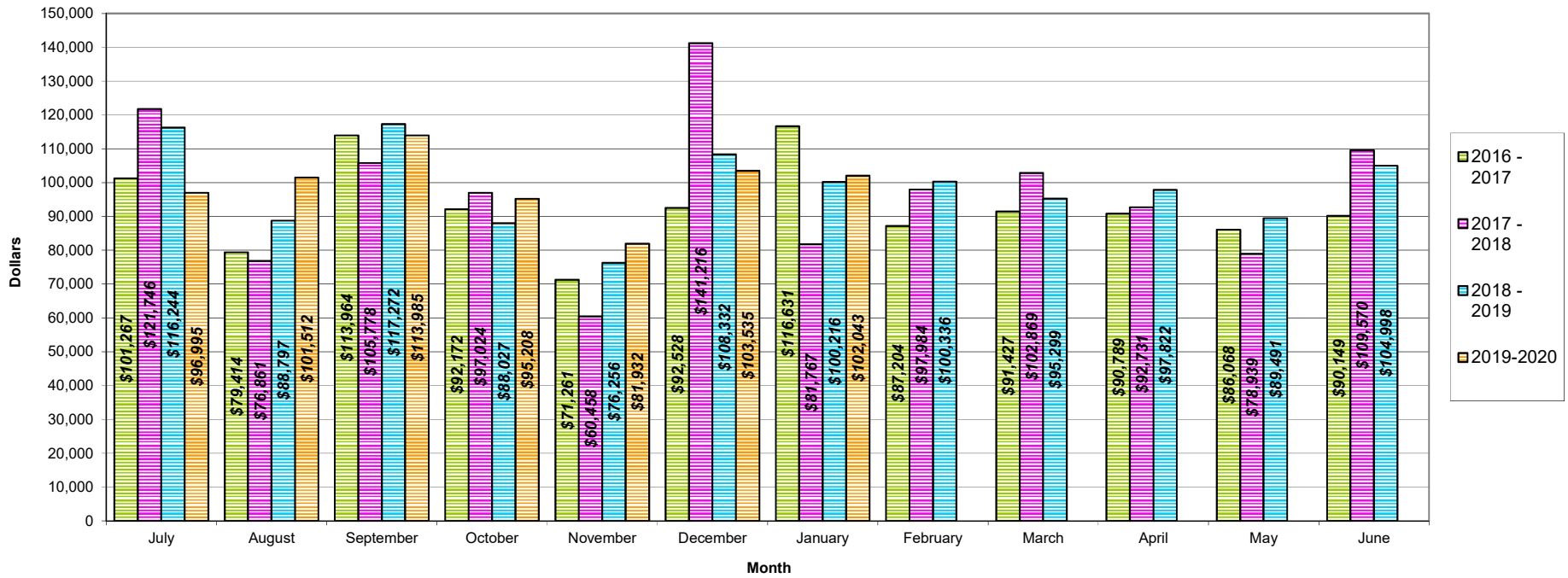


**City of Moberly  
One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis**

**#10.**

	2016 - 2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
<b>July</b>	9.10%	\$101,267	-6.50%	-6.50%	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,244	-4.52%	-4.52%	13.95%	\$96,995	-16.56%	-16.56%
<b>August</b>	7.14%	\$79,414	7.89%	-0.67%	6.59%	\$76,861	-3.21%	9.92%	7.51%	\$88,797	15.53%	3.24%	14.60%	\$101,512	14.32%	-3.19%
<b>September</b>	10.24%	\$113,964	-0.23%	-0.50%	9.06%	\$105,778	-7.18%	3.31%	9.91%	\$117,272	10.87%	5.89%	16.40%	\$113,985	-2.80%	-3.05%
<b>October</b>	8.28%	\$92,172	-5.62%	-1.77%	8.31%	\$97,024	5.26%	3.77%	7.44%	\$88,027	-9.27%	2.22%	13.69%	\$95,208	8.16%	-0.64%
<b>November</b>	6.40%	\$71,261	-9.62%	-3.08%	5.18%	\$60,458	-15.16%	0.83%	6.45%	\$76,256	26.13%	5.35%	11.79%	\$81,932	7.44%	0.62%
<b>December</b>	8.31%	\$92,528	-10.36%	-4.38%	12.10%	\$141,216	52.62%	9.53%	9.16%	\$108,332	-23.29%	-1.35%	14.89%	\$103,535	-4.43%	-0.30%
<b>January</b>	10.48%	\$116,631	31.09%	0.36%	7.01%	\$81,767	-29.89%	2.64%	8.47%	\$100,216	22.56%	1.50%	14.68%	\$102,043	1.82%	0.01%
<b>February</b>	7.84%	\$87,204	-1.50%	0.14%	8.40%	\$97,984	12.36%	3.76%	8.48%	\$100,336	2.40%	1.62%	0.00%			
<b>March</b>	8.22%	\$91,427	-13.48%	-1.53%	8.82%	\$102,869	12.52%	4.71%	8.06%	\$95,299	-7.36%	0.57%	0.00%			
<b>April</b>	8.16%	\$90,789	-1.86%	-1.56%	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.04%	0.00%			
<b>May</b>	7.73%	\$86,068	18.18%	-0.16%	6.76%	\$78,939	-8.28%	3.39%	7.56%	\$89,491	13.37%	1.96%	0.00%			
<b>June</b>	8.10%	\$90,149	-19.69%	-2.09%	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,998	-4.17%	1.38%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$1,112,873</b>			<b>100.00%</b>	<b>\$1,166,944</b>			<b>100.00%</b>	<b>\$1,183,089</b>			<b>100.00%</b>	<b>\$695,210</b>		

**Annual Comparison by Month**

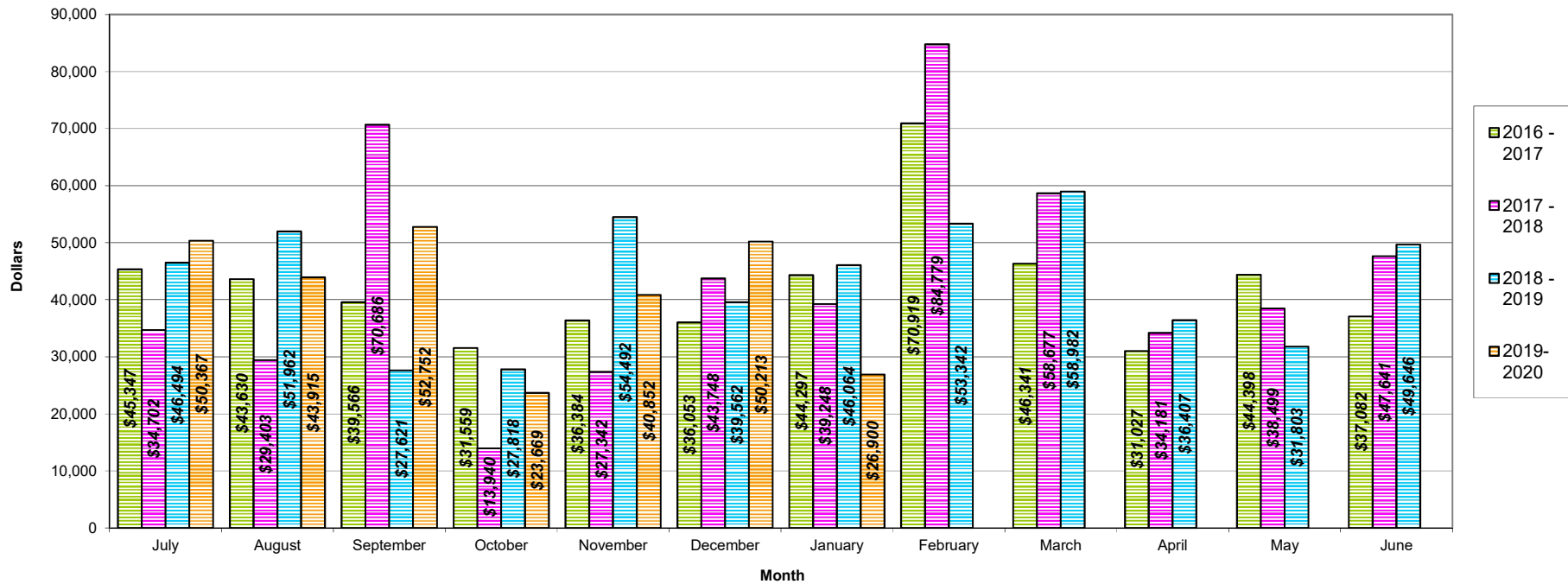


**City of Moberly  
Two & One-Half Percent (2-1/2%) Use Tax Analysis**

**#10.**

	2016 - 2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
<b>July</b>	8.95%	\$45,347	8.05%	8.05%	6.64%	\$34,702	-23.47%	-23.47%	8.87%	\$46,494	33.98%	33.98%	17.45%	\$50,367	8.33%	8.33%
<b>August</b>	8.61%	\$43,630	41.85%	22.34%	5.62%	\$29,403	-32.61%	-27.95%	9.91%	\$51,962	76.73%	53.59%	15.21%	\$43,915	-15.49%	-4.24%
<b>September</b>	7.81%	\$39,566	-6.23%	11.85%	13.52%	\$70,686	78.65%	4.86%	5.27%	\$27,621	-60.92%	-6.46%	18.27%	\$52,752	90.99%	16.62%
<b>October</b>	6.23%	\$31,559	-13.98%	5.60%	2.67%	\$13,940	-55.83%	-7.10%	5.31%	\$27,818	99.55%	3.47%	8.20%	\$23,669	-14.91%	10.92%
<b>November</b>	7.18%	\$36,384	-19.45%	-0.15%	5.23%	\$27,342	-24.85%	-10.39%	10.40%	\$54,492	99.30%	18.35%	14.15%	\$40,852	-25.03%	1.52%
<b>December</b>	7.12%	\$36,053	-67.19%	-24.17%	8.37%	\$43,748	21.34%	-5.47%	7.55%	\$39,562	-9.57%	12.80%	17.39%	\$50,213	26.92%	5.57%
<b>January</b>	8.74%	\$44,297	-34.66%	-26.07%	7.51%	\$39,248	-11.40%	-6.42%	8.79%	\$46,064	17.37%	13.49%	9.32%	\$26,900	-41.60%	-1.82%
<b>February</b>	14.00%	\$70,919	21.73%	-19.63%	16.21%	\$84,779	19.54%	-1.12%	10.18%	\$53,342	-37.08%	1.02%	0.00%			
<b>March</b>	9.15%	\$46,341	-68.04%	-31.78%	11.22%	\$58,677	26.62%	2.14%	11.25%	\$58,982	0.52%	0.95%	0.00%			
<b>April</b>	6.12%	\$31,027	16.49%	-29.65%	6.54%	\$34,181	10.17%	2.72%	6.95%	\$36,407	6.51%	1.38%	0.00%			
<b>May</b>	8.76%	\$44,398	24.73%	-26.63%	7.36%	\$38,499	-13.29%	1.21%	6.07%	\$31,803	-17.39%	-0.14%	0.00%			
<b>June</b>	7.32%	\$37,082	-41.14%	-27.93%	9.11%	\$47,641	28.48%	3.21%	9.47%	\$49,646	4.21%	0.26%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$506,603</b>			<b>100.00%</b>	<b>\$522,845</b>			<b>100.00%</b>	<b>\$524,193</b>			<b>100.00%</b>	<b>\$288,667</b>		

**Annual Comparison by Month**

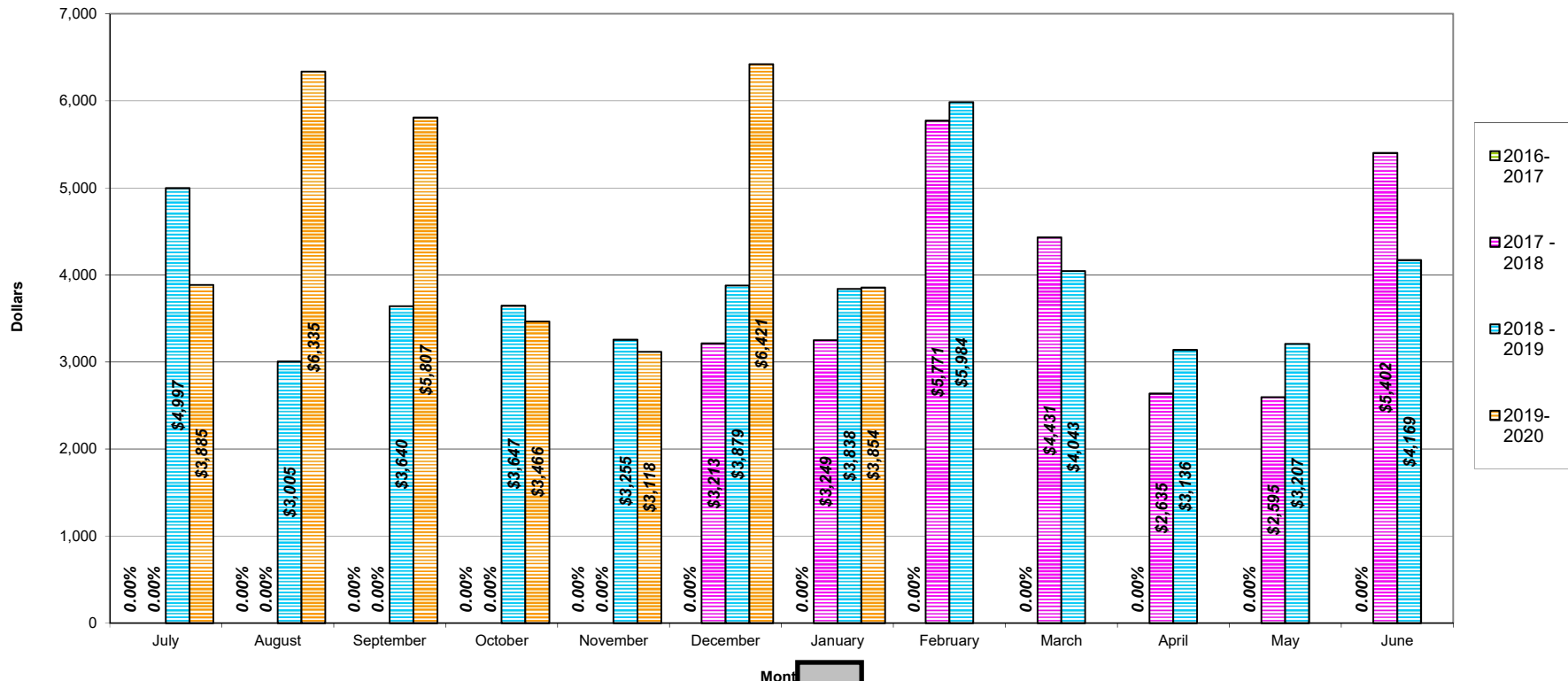


**City of Moberly**  
**One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis**

#10.

	2016-2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	NA	NA	NA	NA	NA	NA	NA	NA	10.68%	\$4,997	NA	NA	11.81%	\$3,885	-22.25%	-22.25%
August	NA	NA	NA	NA	NA	NA	NA	NA	6.42%	\$3,005	NA	NA	19.26%	\$6,335	110.82%	27.72%
September	NA	NA	NA	NA	NA	NA	NA	NA	7.78%	\$3,640	NA	NA	17.66%	\$5,807	59.53%	37.67%
October	NA	NA	NA	NA	NA	NA	NA	NA	7.79%	\$3,647	NA	NA	10.54%	\$3,466	-4.97%	27.50%
November	NA	NA	NA	NA	NA	NA	NA	NA	6.96%	\$3,255	NA	NA	9.48%	\$3,118	-4.21%	21.93%
December	NA	NA	NA	NA	11.77%	\$3,213	NA	NA	8.29%	\$3,879	20.72%	20.72%	19.52%	\$6,421	65.55%	29.48%
January	NA	NA	NA	NA	11.90%	\$3,249	NA	NA	8.20%	\$3,838	18.14%	19.42%	11.72%	\$3,854	0.40%	25.23%
February	NA	NA	NA	NA	21.14%	\$5,771	NA	NA	12.79%	\$5,984	3.69%	12.00%	0.00%			
March	NA	NA	NA	NA	16.23%	\$4,431	NA	NA	8.64%	\$4,043	-8.74%	6.48%	0.00%			
April	NA	NA	NA	NA	9.65%	\$2,635	NA	NA	6.70%	\$3,136	19.03%	8.20%	0.00%			
May	NA	NA	NA	NA	9.51%	\$2,595	NA	NA	6.85%	\$3,207	23.58%	10.02%	0.00%			
June	NA	NA	NA	NA	19.79%	\$5,402	NA	NA	8.91%	\$4,169	-22.83%	3.52%	0.00%			
<b>Total</b>					<b>100.00%</b>	<b>\$27,296</b>			<b>100.00%</b>	<b>\$46,801</b>			<b>100.00%</b>	<b>\$32,886</b>		

**Annual Comparison by Month**





**City of Moberly Health Plan Trust**  
**Comparative Profit & Loss Statement**  
**December 2019**

#10.

<u>Income</u>	<u>July-Dec. 2019</u>	<u>July-Dec. 2018</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	4,807.79	414.92	4,392.87	1058.73%
4901 Interest Income	12,215.29	7,389.53	4,825.76	65.31%
4950 Employer Contributions	715,594.06	555,214.16	160,379.90	28.89%
4951 Employee Contributions	65,027.94	101,897.50	(36,869.56)	-36.18%
4952 Employee Cobra Payments	2,202.65	0.00	2,202.65	100.00%
4953 Reinsurance Refunds	<u>113,584.74</u>	<u>0.00</u>	<u>113,584.74</u>	<u>100.00%</u>
<b>Total Income</b>	<b>913,432.47</b>	<b>664,916.11</b>	<b>248,516.36</b>	<b>37.38%</b>
 <u>Expenditures</u>				
5415 Other Professional Services	0.00	800.00	(800.00)	-100.00%
5806 Miscellaneous	0.00	0.00	0.00	100.00%
5817 Bank Fees	416.92	774.18	(357.26)	-46.15%
5850 Health Claims Paid	785,848.80	364,395.23	421,453.57	115.66%
5851 Pharmaceuticals	172,416.83	148,753.65	23,663.18	15.91%
5852 Reinsurance Premiums	153,992.91	134,865.93	19,126.98	14.18%
5853 Life Insurance Premiums	16,756.97	15,459.39	1,297.58	8.39%
5854 Medical Claims Admin Fees	9,569.96	9,350.26	219.70	2.35%
5855 Dental Claims Admin Fees	2,275.00	3,704.53	(1,429.53)	-38.59%
5856 PPO Network Admin Fees	0.00	0.00	0.00	100.00%
5857 Dental Claims Paid	<u>40,224.23</u>	<u>34,748.59</u>	<u>5,475.64</u>	<u>15.76%</u>
<b>Total Expenditures</b>	<b><u>1,181,501.62</u></b>	<b><u>712,851.76</u></b>	<b><u>468,649.86</u></b>	<b><u>65.74%</u></b>
 <b>Net Income (Loss)</b>	 <b><u>(268,069.15)</u></b>	 <b><u>(47,935.65)</u></b>	 <b><u>(220,133.50)</u></b>	 <b><u>459.23%</u></b>

**City of Moberly Health Plan Trust  
Comparative Balance Sheet  
December 31, 2019**

#10.

<u>ASSETS</u>	<u>Dec. 31, 2019</u>	<u>Dec. 31, 2018</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	244,153.89	121,228.06	122,925.83	101.40%
Total Current Assets	244,153.89	121,228.06	122,925.83	101.40%
Other Assets				
1300 Investments	0.00	400,000.00	(400,000.00)	-100.00%
Total Other Assets	0.00	400,000.00	(400,000.00)	-100.00%
<b>TOTAL ASSETS</b>	<b><u>244,153.89</u></b>	<b><u>521,228.06</u></b>	<b><u>(277,074.17)</u></b>	<b><u>-53.16%</u></b>
 <u>LIABILITIES &amp; EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	512,223.04	569,163.71	(56,940.67)	-10.00%
Net Income (Loss)	(268,069.15)	(47,935.65)	(220,133.50)	459.23%
Total Equity	244,153.89	521,228.06	(277,074.17)	-53.16%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>244,153.89</u></b>	<b><u>521,228.06</u></b>	<b><u>(277,074.17)</u></b>	<b><u>-53.16%</u></b>

**To:** Moberly City Council; Brian Crane, City Manager  
**From:** Greg Hodge, Director of Finance *GH*  
**Subject:** Monthly Report – November 2019

**General Information**

The first week of November Matt and I spent a couple of days with Mary Calcagno, Lora Colley, and the ESP and RTS teams reviewing the criteria for the new billing and accounting software followed by demonstrations from three software vendors. They were long days but very necessary to the evaluation and selection process. The ESP and RTS personnel have been good to work with and have provided us excellent guidance throughout the process. I feel very comfortable that we are being very thorough with our processes and with the input of 8 of us coupled with the experience and expertise of the consultants we will make a solid decision.

Matt and I continued working with the auditors throughout the month, answering questions and providing data for various aspects of the audit. The work is progressing nicely and I don't foresee any problems on their side of making the December 15 deadline. The only holdup might be on our end and will dependent upon our workload regarding month-end processes and possible changes to the employee health plan structure. Regardless, the final report will be in place and distributed to the appropriate agencies before 12/31/2019.

**Sales Tax Revenues**

Included for your information are charts illustrating the sales tax revenues. General Fund sales tax receipts were down by 3.25% this month, finishing at 0.68% behind last year-to-date. The Parks Sales Tax receipt was 17.4% ahead of last year due to an error made by the Department of Revenue, which was corrected and funds remitted earlier this fiscal year, bringing this fund 3.20% ahead of last year. The other regular sales taxes are behind last year by 0.30%. The use tax receipts rebounded nicely and are ahead of last year by 5.57%.

**Health Trust Fund**

Health claims were high again in November, nearly double "normal" at \$101,500. Pharmaceuticals were high also at \$35,396. Reinsurance reimbursements of \$76,611 helped stabilize the fund balance. Assuming that the emergency cash infusion and increase in City contribution rates proposal is approved in December, the fund will be in a stable position and the balance should begin increasing in January.

**Health Trust Fund Balance**

	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
<b>July</b>	\$845,859.67	\$868,756.32	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58
<b>August</b>	\$844,809.45	\$874,161.89	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52
<b>September</b>	\$772,680.01	\$974,093.54	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95
<b>October</b>	\$924,366.04	\$946,611.09	\$1,008,278.61	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66
<b>November</b>	\$916,526.48	\$983,197.01	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25
<b>December</b>	\$921,527.48	\$999,278.76	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06	
<b>January</b>	\$949,084.37	\$1,000,000.00	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98	
<b>February</b>	\$901,141.11	\$996,307.51	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67	
<b>March</b>	\$1,001,141.14	\$1,000,000.00	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63	
<b>April</b>	\$928,865.80	\$880,223.00	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04	
<b>May</b>	\$924,669.38	\$899,497.24	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95	
<b>June</b>	\$989,424.83	\$911,402.69	\$1,000,000.00	\$807,724.83	\$569,163.71	\$512,223.04	

Feel free to contact me with any questions or concerns.

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 2019

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

Gregory L. Hodge, City Treasurer

**City of Moberly Cash Balance Report - November 2019**

#10.

<b>Fund #</b>	<b>Fund Name</b>	<b>Beginning Cash Balance</b>	<b>Revenues</b>	<b>Transfers In</b>	<b>Expenditures</b>	<b>Transfers Out</b>	<b>Ending Cash Balance</b>
100	General	1,299,873.92	483,537.24		689,127.75		1,094,283.41
102	Non-Resident Lodging Tax	176,008.60	6,140.74		10,100.00		172,049.34
105	Payroll	533,242.91	560.05		(19,264.17)		553,067.13
110	Solid Waste	764,916.16	89,755.35		79,512.29		775,159.22
114	Heritage Hills Golf Course	-	5,000.00	271.81	1,321.68		3,950.13
115	Parks and Recreation	14,259.10	20,470.87	703,024.93	723,903.54		13,851.36
116	Park Sales Tax	425,271.86	90,556.93		-	703,296.74	(187,467.95)
120	Airport	(38,839.20)	20,184.46		39,438.12		(58,092.86)
125	Perpetual Care Cemetery Sales	286.23	-		-		286.23
126	Perpetual Care Cemetery Investment	476,801.01	500.94		-		477,301.95
137	Use Tax Trust	247,285.16	259.65		-		247,544.81
140	Veterans Memorial Flag Project	41,241.88	43.30		1,966.15		39,319.03
141	Community Betterment	3,490.18	-		-		3,490.18
300	Utilities Collection	105,868.24	439,892.96		9,221.50	483,788.09	52,751.61
301	Utilities Operation and Maintenance	60,674.76	-	319,143.01	319,143.01		60,674.76
302	Utilities Replacement	672,770.94	-	4,083.33	49,020.00		627,834.27
303	Utilities Operating Reserve	755,021.47	5,069.46	79,289.77	25,357.94		814,022.76
306	Utilities Consumer Security	202,554.89	1,662.16		-		204,217.05
307	Sugar Creek Lake Fund	56,185.37	158.98		-		56,344.35
377	2004B SRF Bonds Debt Service	1,030,001.98	1,081.66	43,896.46	37,898.57		1,037,081.53
378	2006A SRF Bonds Debt Service	1,461,957.23	1,535.41	37,375.52	26,842.53		1,474,025.63
379	2004C Bond Debt Service	52,894.55	55.58	29,464.17	25,756.20		56,658.10
380	2008A Bonds Debt Service	51,628.40	54.24	15,032.21	37,395.85		29,319.00
Escrow		999,079.88					999,079.88
Total CWWSS (funds 300-380)		5,448,637.71	449,510.45	528,284.47	530,635.60	483,788.09	5,412,008.94
304	Capital Improvement Trust	1,238,118.06	83,225.30		10,640.14	44,496.38	1,266,206.84
400	911 Emergency Telephone	49,980.59	.35		47,198.64		48,613.30



**City of Moberly Cash Balance Report - November 2019**

#10.

<b>Fund #</b>	<b>Fund Name</b>	<b>Beginning Cash Balance</b>	<b>Revenues</b>	<b>Transfers In</b>	<b>Expenditures</b>	<b>Transfers Out</b>	<b>Ending Cash Balance</b>
406	Inmate Security Fund	12,899.54	113.50		-		13,013.04
408	Police Forfeiture Fund	4,320.59	-		-		4,320.59
600	Transportation Trust	1,138,848.63	83,933.33		175,158.21		1,047,623.75
601	Street Improvement	530,268.66	35,098.78		38,343.94		527,023.50
900	MODAG Grant/Loan	21,664.14	22.74		-		21,686.88
901	Misc. Project Residuals	47,427.37	49.86		-		47,477.23
903	Ameren MO Solar Rebates	416,130.00	-		-		416,130.00
905	ICSC/Buxton Scholarship	6,586.31	6.93		-		6,593.24
908	Railcar Preservation Fund	583.99	0.61		-		584.60
909	Lucille Manor CDBG Reimbursement	191,123.01	200.67		-		191,323.68
911	Downtown CID Sales Tax	(3,233.83)	3,118.43		1,967.00		(2,082.40)
912	Downtown CID Property Tax	116,569.45	20,154.47		678.91		136,045.01
995	Health Trust	162,612.07	174,938.31		176,544.13		161,006.25
995	Investments	-					-
Total Health Trust		162,612.07	174,938.31	-	176,544.13	-	161,006.25
Total Cash		13,326,374.10	1,613,214.26	1,231,581.21	2,507,271.93	1,231,581.21	12,432,316.43
Less Escrow Accounts		(999,079.88)					(999,079.88)
Less Investments		-					-
Less Petty Cash		(2,950.00)					(2,950.00)
<b>Net Cash per Bank Cash Report</b>		<b>12,324,344.22</b>	<b>1,613,214.26</b>	<b>1,231,581.21</b>	<b>2,507,271.93</b>	<b>1,231,581.21</b>	<b>11,430,286.55</b>

**City of Moberly Budget Comparison Report - November 2019**

**#10.**

		Percentage of Year Completed								41.67%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	483,537.24	2,687,640.42	7,970,522.57	33.72%	693,739.25	3,244,169.40	7,970,522.57	40.70%	
102	Non-Resident Lodging Tax	6,140.74	44,383.13	108,300.00	40.98%	10,100.00	42,875.00	107,100.00	40.03%	
105	Payroll	560.05	3,740.34	0.00	0.00%	-19,866.67	-22,957.75	0.00	0.00%	
110	Solid Waste	89,755.35	451,261.32	1,050,683.23	42.95%	79,373.81	414,169.40	1,402,498.88	29.53%	
114	Heritage Hills Golf Course	5,271.81	9,118.98	190,000.00	4.80%	1,321.68	5,168.85	190,000.00	2.72%	
115	Parks and Recreation	723,495.80	1,588,791.65	2,060,949.08	77.09%	723,495.80	1,588,791.65	2,060,949.09	77.09%	
116	Park Sales Tax	90,556.93	536,255.90	1,302,100.00	41.18%	703,296.74	1,410,280.09	1,329,649.08	106.06%	
120	Airport	20,184.46	121,331.51	746,461.73	16.25%	39,438.12	184,980.73	746,461.73	24.78%	
125	Perpetual Care Cemetery Sales	0.00	0.00	20,000.00	0.00%	0.00	0.00	20,000.00	0.00%	
126	Perpetual Care Cemetery Investment	500.94	3,301.95	28,700.00	11.51%	0.00	0.00	6,000.00	0.00%	
140	Veterans Memorial Flag Project	43.30	1,930.38	5,250.00	36.77%	1,966.15	2,698.93	2,500.00	107.96%	
300	Utilities Collection	439,892.96	2,350,742.13	5,959,915.29	39.44%	486,101.87	2,297,243.23	5,929,915.29	38.74%	
301	Utilities Operation and Maintenance	319,143.01	1,450,998.67	4,537,171.70	31.98%	319,143.01	1,450,998.67	4,537,171.70	31.98%	
302	Utilities Replacement	4,083.33	20,416.65	49,000.00	41.67%	49,020.00	57,538.55	0.00	0.00%	
303	Utilities Operating Reserve	84,359.23	424,834.63	380,502.02	111.65%	25,357.94	145,864.77	820,317.31	17.78%	
304	Capital Improvement Trust	83,225.30	500,343.26	1,212,800.00	41.26%	55,136.52	306,249.05	2,210,281.50	13.86%	
307	Sugar Creek Lake Fund	158.98	941.51	2,500.00	37.66%	0.00	0.00	0.00	0.00%	
377	2004B SRF Bonds Debt Service	44,978.12	226,520.67	544,757.50	41.58%	37,898.57	189,820.53	480,325.00	39.52%	
378	2006A SRF Bonds Debt Service	38,910.93	196,852.48	473,606.25	41.56%	26,842.53	146,415.31	409,187.50	35.78%	
379	2004C Bond Debt Service	29,519.75	147,635.87	353,920.00	41.71%	25,756.20	130,178.48	322,700.00	40.34%	
380	2008A Bonds Debt Service	15,086.45	75,409.20	180,686.50	41.73%	37,395.85	75,001.39	164,760.45	45.52%	
400	911 Emergency Telephone	45,831.35	121,281.72	715,600.00	16.95%	47,198.64	288,851.73	701,712.75	41.16%	
406	Inmate Security Fund	113.50	440.19	1,400.00	31.44%	0.00	0.00	0.00	0.00%	
600	Transportation Trust	83,933.33	566,800.84	2,499,700.00	22.67%	175,158.21	951,937.17	2,699,025.00	35.27%	
601	Street Improvement	35,098.78	176,677.85	393,700.00	44.88%	38,343.94	120,208.93	359,625.00	33.43%	
903	Ameren MO Solar Rebates	0.00	416,130.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
905	ICSC/Buxton Scholarship	6.93	45.52	0.00	0.00%	0.00	0.00	0.00	0.00%	
908	Railcar Preservation Fund	0.61	4.88	0.00	0.00%	0.00	0.00	0.00	0.00%	

City of Moberly Budget Comparison Report - November 2019

#10.

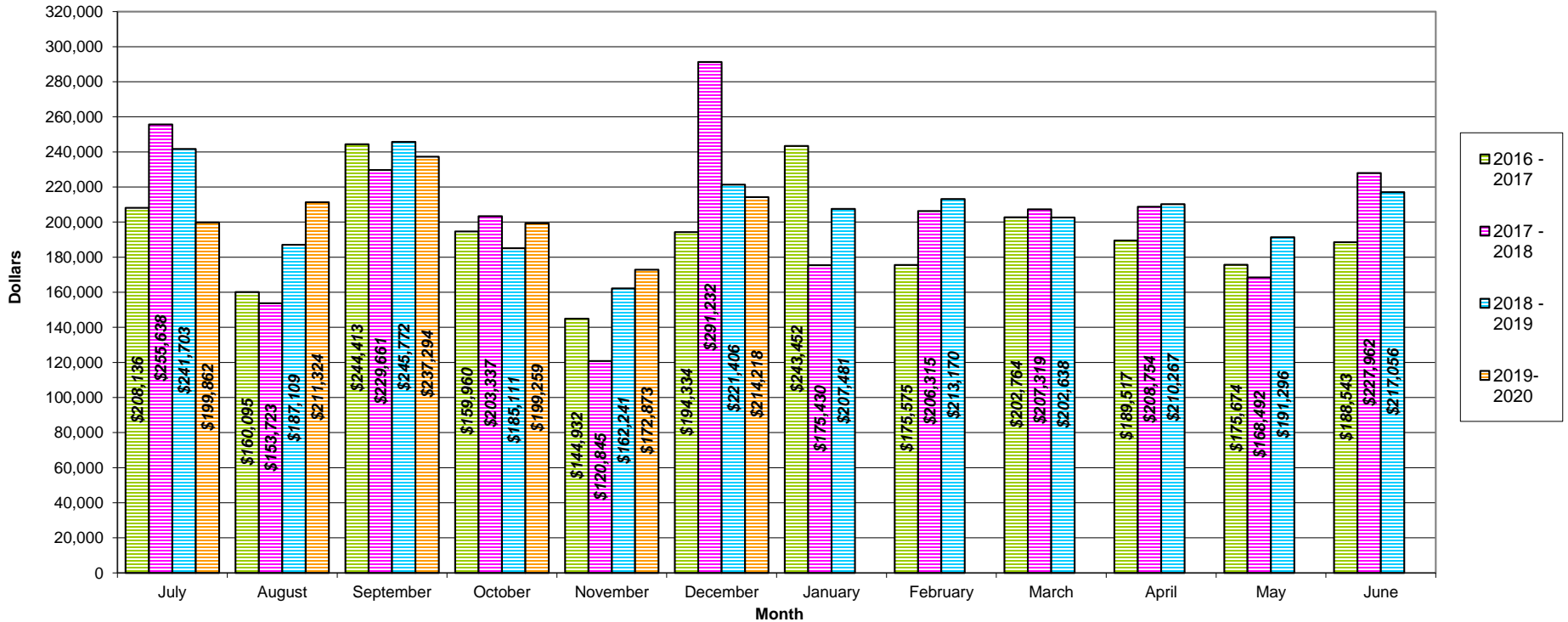
		Percentage of Year Completed								41.67%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
909	Lucille Manor CDBG Reimbursement	200.67	8,899.15	25,525.20	34.86%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	3,118.43	22,633.07	62,760.00	36.06%	1,967.00	19,267.72	62,760.00	30.70%	
912	Downtown CID Property Tax	20,154.47	61,835.18	280,350.00	22.06%	678.91	20,522.74	280,350.00	7.32%	
995	Health Trust	174,938.31	656,887.14	0.00	0.00%	176,544.13	1,008,103.93	0.00	0.00%	
<b>TOTALS</b>		<b>2,842,801.06</b>	<b>12,874,085.43</b>	<b>31,156,861.07</b>	<b>41.32%</b>	<b>3,735,408.20</b>	<b>14,078,378.50</b>	<b>32,813,812.85</b>	<b>42.90%</b>	

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

**#10.**

	2016 - 2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.96%	\$208,136	-6.38%	-6.38%	10.44%	\$255,638	22.82%	22.82%	9.73%	\$241,703	-5.45%	-5.45%	16.19%	\$199,862	-17.31%	-17.31%
August	6.89%	\$160,095	8.19%	-0.56%	6.28%	\$153,723	-3.98%	11.17%	7.53%	\$187,109	21.72%	4.75%	17.11%	\$211,324	12.94%	-4.11%
September	10.53%	\$244,413	0.18%	-0.27%	9.38%	\$229,661	-6.04%	4.31%	9.89%	\$245,772	7.02%	5.57%	19.22%	\$237,294	-3.45%	-3.87%
October	8.38%	\$194,632	-5.34%	-1.54%	8.30%	\$203,337	4.47%	4.35%	7.45%	\$185,111	-8.96%	2.06%	16.14%	\$199,259	7.64%	-1.39%
November	6.24%	\$144,932	-8.77%	-2.71%	4.94%	\$120,845	-16.62%	1.15%	6.53%	\$162,241	34.26%	6.10%	14.00%	\$172,873	6.55%	-0.13%
December	8.37%	\$194,334	-11.82%	-4.39%	11.89%	\$291,232	49.86%	9.41%	8.91%	\$221,406	-23.98%	-0.88%	17.35%	\$214,218	-3.25%	-0.68%
January	10.48%	\$243,452	32.26%	0.49%	7.16%	\$175,430	-27.94%	2.87%	8.35%	\$207,481	18.27%	1.47%	0.00%			
February	7.56%	\$175,575	-1.47%	0.27%	8.43%	\$206,315	17.51%	4.51%	8.58%	\$213,170	3.32%	1.70%	0.00%			
March	8.73%	\$202,764	-12.02%	-1.31%	8.47%	\$207,319	2.25%	4.25%	8.15%	\$202,638	-2.26%	1.25%	0.00%			
April	8.16%	\$189,517	-3.53%	-1.53%	8.53%	\$208,754	10.15%	4.82%	8.46%	\$210,267	0.72%	1.20%	0.00%			
May	7.57%	\$175,674	19.71%	-0.07%	6.88%	\$168,492	-4.09%	4.09%	7.70%	\$191,296	13.53%	2.14%	0.00%			
June	8.12%	\$188,543	-21.24%	-2.21%	9.31%	\$227,962	20.91%	5.45%	8.73%	\$217,056	-4.78%	1.49%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$2,322,067</b>			<b>100.00%</b>	<b>\$2,448,705</b>			<b>100.00%</b>	<b>\$2,485,248</b>			<b>100.00%</b>	<b>\$1,234,831</b>		

**Annual Comparison by Month**

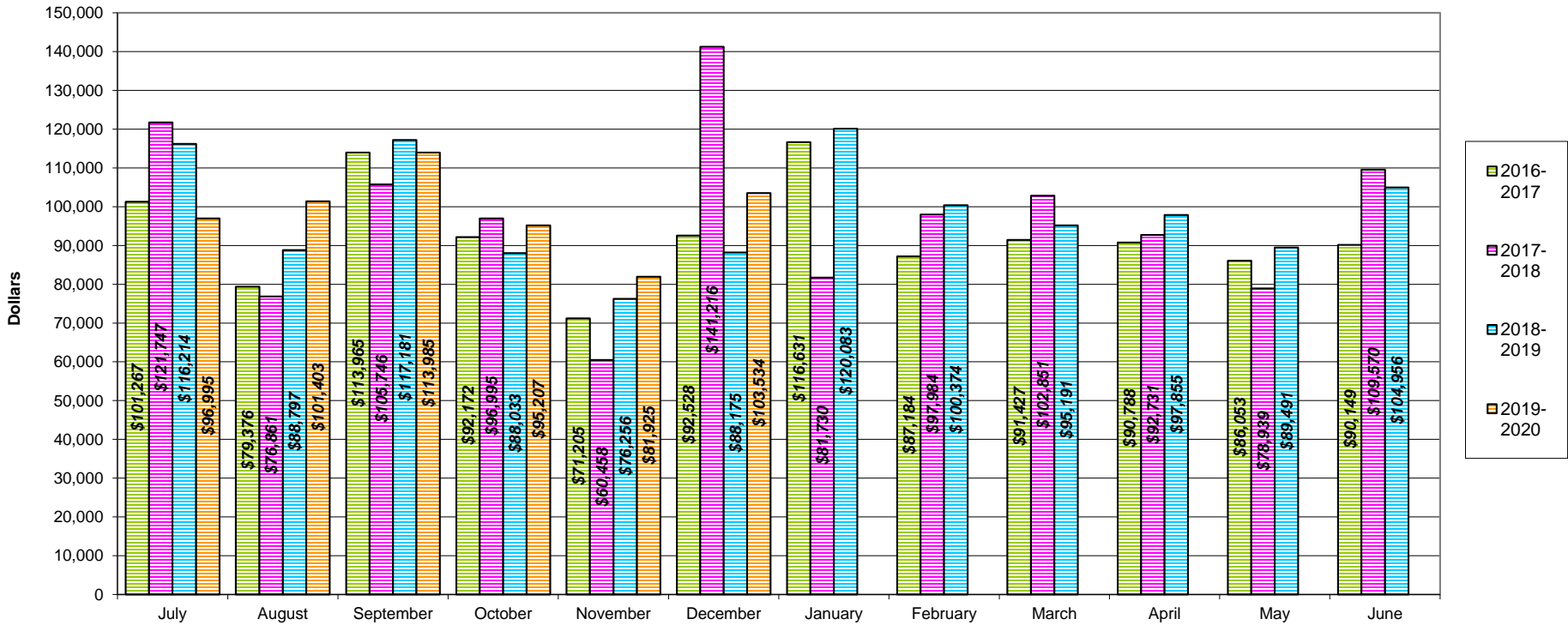


**City of Moberly  
One-Half Percent (1/2%) Parks Fund Sales Tax Analysis**

**#10.**

	2016-2017				2017-2018				2018-2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
<b>July</b>	9.10%	\$101,267	-6.50%	-6.50%	10.43%	\$121,747	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	16.36%	\$96,995	-16.54%	-16.54%
<b>August</b>	7.13%	\$79,376	7.88%	-0.68%	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	17.10%	\$101,403	14.20%	-3.23%
<b>September</b>	10.24%	\$113,965	-0.23%	-0.50%	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	19.22%	\$113,985	-2.73%	-3.04%
<b>October</b>	8.28%	\$92,172	-5.62%	-1.77%	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,033	-9.24%	2.21%	16.05%	\$95,207	8.15%	-0.64%
<b>November</b>	6.40%	\$71,205	-9.69%	-3.09%	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	13.81%	\$81,925	7.43%	0.62%
<b>December</b>	8.32%	\$92,528	-10.26%	-4.38%	12.10%	\$141,216	52.62%	9.54%	7.46%	\$88,175	-37.56%	-4.70%	17.46%	\$103,534	17.42%	3.20%
<b>January</b>	10.48%	\$116,631	31.09%	0.37%	7.00%	\$81,730	-29.92%	2.64%	10.15%	\$120,083	46.93%	1.46%	0.00%			
<b>February</b>	7.84%	\$87,184	-1.52%	0.15%	8.40%	\$97,984	12.39%	3.77%	8.49%	\$100,374	2.44%	1.58%	0.00%			
<b>March</b>	8.22%	\$91,427	-13.48%	-1.53%	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,191	-7.45%	0.53%	0.00%			
<b>April</b>	8.16%	\$90,788	-1.86%	-1.56%	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,855	5.53%	1.01%	0.00%			
<b>May</b>	7.73%	\$86,053	18.21%	-0.16%	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.93%	0.00%			
<b>June</b>	8.10%	\$90,149	-19.69%	-2.08%	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.35%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$1,112,745</b>			<b>100.00%</b>	<b>\$1,166,827</b>			<b>100.00%</b>	<b>\$1,182,605</b>			<b>100.00%</b>	<b>\$593,049</b>		

**Annual Comparison by Month**



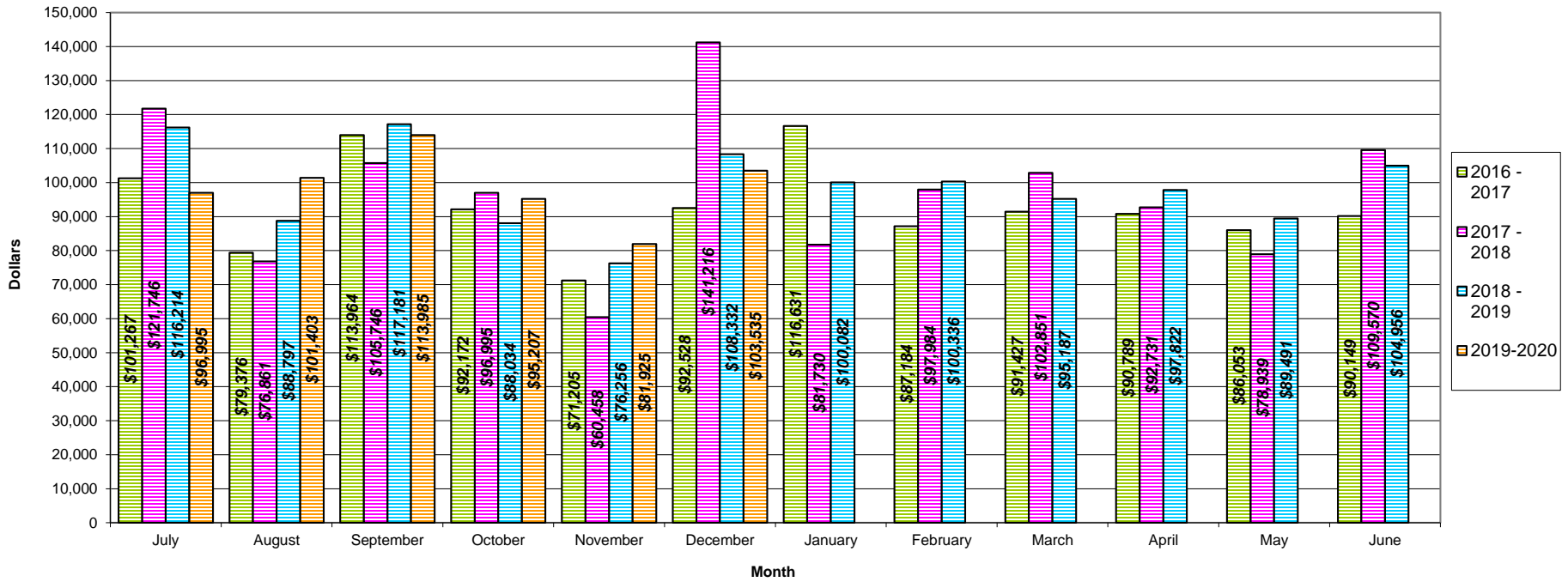


**City of Moberly  
One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis**

**#10.**

	2016 - 2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.10%	\$101,267	-6.50%	-6.50%	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	16.36%	\$96,995	-16.54%	-16.54%
August	7.13%	\$79,376	7.88%	-0.68%	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	17.10%	\$101,403	14.20%	-3.23%
September	10.24%	\$113,964	-0.23%	-0.50%	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	19.22%	\$113,985	-2.73%	-3.04%
October	8.28%	\$92,172	-5.62%	-1.77%	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,034	-9.24%	2.21%	16.05%	\$95,207	8.15%	-0.64%
November	6.40%	\$71,205	-9.69%	-3.09%	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	13.81%	\$81,925	7.43%	0.62%
December	8.32%	\$92,528	-10.26%	-4.38%	12.10%	\$141,216	52.62%	9.54%	9.16%	\$108,332	-23.29%	-1.36%	17.46%	\$103,535	-4.43%	-0.30%
January	10.48%	\$116,631	31.09%	0.37%	7.00%	\$81,730	-29.92%	2.64%	8.46%	\$100,082	22.45%	1.48%	0.00%			
February	7.84%	\$87,184	-1.54%	0.15%	8.40%	\$97,984	12.39%	3.77%	8.48%	\$100,336	2.40%	1.60%	0.00%			
March	8.22%	\$91,427	-13.48%	-1.53%	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,187	-7.45%	0.55%	0.00%			
April	8.16%	\$90,789	-1.86%	-1.56%	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.01%	0.00%			
May	7.73%	\$86,053	18.21%	-0.16%	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.94%	0.00%			
June	8.10%	\$90,149	-19.69%	-2.09%	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.36%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$1,112,745</b>			<b>100.00%</b>	<b>\$1,166,827</b>			<b>100.00%</b>	<b>\$1,182,688</b>			<b>100.00%</b>	<b>\$593,051</b>		

**Annual Comparison by Month**

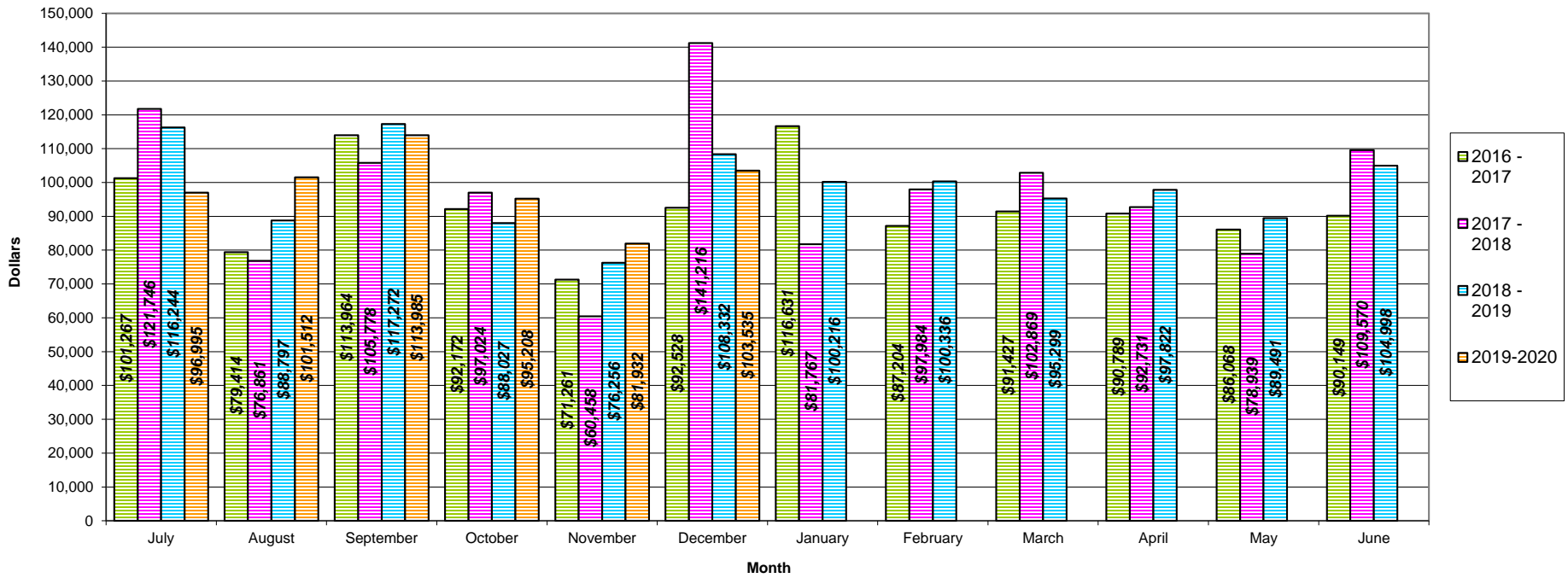


**City of Moberly  
One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis**

**#10.**

	2016 - 2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
<b>July</b>	9.10%	\$101,267	-6.50%	-6.50%	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,244	-4.52%	-4.52%	16.35%	\$96,995	-16.56%	-16.56%
<b>August</b>	7.14%	\$79,414	7.89%	-0.67%	6.59%	\$76,861	-3.21%	9.92%	7.51%	\$88,797	15.53%	3.24%	17.11%	\$101,512	14.32%	-3.19%
<b>September</b>	10.24%	\$113,964	-0.23%	-0.50%	9.06%	\$105,778	-7.18%	3.31%	9.91%	\$117,272	10.87%	5.89%	19.22%	\$113,985	-2.80%	-3.05%
<b>October</b>	8.28%	\$92,172	-5.62%	-1.77%	8.31%	\$97,024	5.26%	3.77%	7.44%	\$88,027	-9.27%	2.22%	16.05%	\$95,208	8.16%	-0.64%
<b>November</b>	6.40%	\$71,261	-9.62%	-3.08%	5.18%	\$60,458	-15.16%	0.83%	6.45%	\$76,256	26.13%	5.35%	13.81%	\$81,932	7.44%	0.62%
<b>December</b>	8.31%	\$92,528	-10.36%	-4.38%	12.10%	\$141,216	52.62%	9.53%	9.16%	\$108,332	-23.29%	-1.35%	17.45%	\$103,535	-4.43%	-0.30%
<b>January</b>	10.48%	\$116,631	31.09%	0.36%	7.01%	\$81,767	-29.89%	2.64%	8.47%	\$100,216	22.56%	1.50%	0.00%			
<b>February</b>	7.84%	\$87,204	-1.50%	0.14%	8.40%	\$97,984	12.36%	3.76%	8.48%	\$100,336	2.40%	1.62%	0.00%			
<b>March</b>	8.22%	\$91,427	-13.48%	-1.53%	8.82%	\$102,869	12.52%	4.71%	8.06%	\$95,299	-7.36%	0.57%	0.00%			
<b>April</b>	8.16%	\$90,789	-1.86%	-1.56%	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.04%	0.00%			
<b>May</b>	7.73%	\$86,068	18.18%	-0.16%	6.76%	\$78,939	-8.28%	3.39%	7.56%	\$89,491	13.37%	1.96%	0.00%			
<b>June</b>	8.10%	\$90,149	-19.69%	-2.09%	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,998	-4.17%	1.38%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$1,112,873</b>			<b>100.00%</b>	<b>\$1,166,944</b>			<b>100.00%</b>	<b>\$1,183,089</b>			<b>100.00%</b>	<b>\$593,167</b>		

**Annual Comparison by Month**

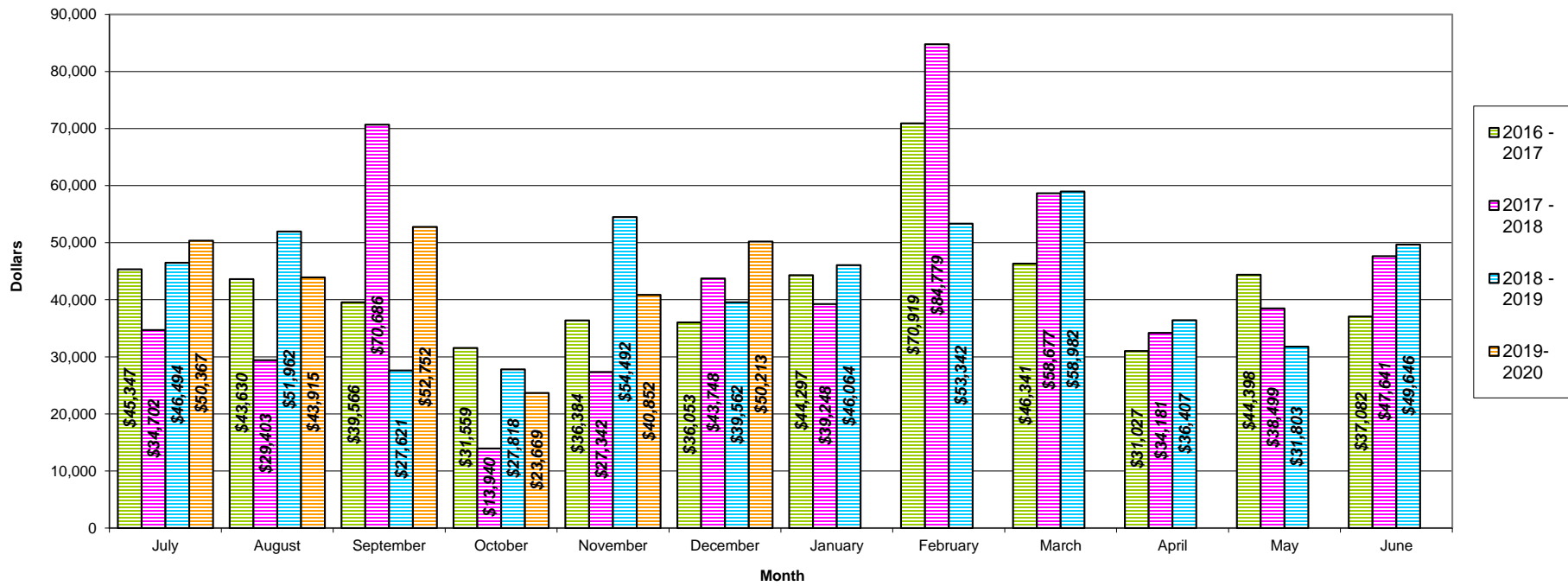


**City of Moberly  
Two & One-Half Percent (2-1/2%) Use Tax Analysis**

**#10.**

	2016 - 2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
<b>July</b>	8.95%	\$45,347	8.05%	8.05%	6.64%	\$34,702	-23.47%	-23.47%	8.87%	\$46,494	33.98%	33.98%	19.24%	\$50,367	8.33%	8.33%
<b>August</b>	8.61%	\$43,630	41.85%	22.34%	5.62%	\$29,403	-32.61%	-27.95%	9.91%	\$51,962	76.73%	53.59%	16.78%	\$43,915	-15.49%	-4.24%
<b>September</b>	7.81%	\$39,566	-6.23%	11.85%	13.52%	\$70,686	78.65%	4.86%	5.27%	\$27,621	-60.92%	-6.46%	20.15%	\$52,752	90.99%	16.62%
<b>October</b>	6.23%	\$31,559	-13.98%	5.60%	2.67%	\$13,940	-55.83%	-7.10%	5.31%	\$27,818	99.55%	3.47%	9.04%	\$23,669	-14.91%	10.92%
<b>November</b>	7.18%	\$36,384	-19.45%	-0.15%	5.23%	\$27,342	-24.85%	-10.39%	10.40%	\$54,492	99.30%	18.35%	15.61%	\$40,852	-25.03%	1.52%
<b>December</b>	7.12%	\$36,053	-67.19%	-24.17%	8.37%	\$43,748	21.34%	-5.47%	7.55%	\$39,562	-9.57%	12.80%	19.18%	\$50,213	26.92%	5.57%
<b>January</b>	8.74%	\$44,297	-34.66%	-26.07%	7.51%	\$39,248	-11.40%	-6.42%	8.79%	\$46,064	17.37%	13.49%	0.00%			
<b>February</b>	14.00%	\$70,919	21.73%	-19.63%	16.21%	\$84,779	19.54%	-1.12%	10.18%	\$53,342	-37.08%	1.02%	0.00%			
<b>March</b>	9.15%	\$46,341	-68.04%	-31.78%	11.22%	\$58,677	26.62%	2.14%	11.25%	\$58,982	0.52%	0.95%	0.00%			
<b>April</b>	6.12%	\$31,027	16.49%	-29.65%	6.54%	\$34,181	10.17%	2.72%	6.95%	\$36,407	6.51%	1.38%	0.00%			
<b>May</b>	8.76%	\$44,398	24.73%	-26.63%	7.36%	\$38,499	-13.29%	1.21%	6.07%	\$31,803	-17.39%	-0.14%	0.00%			
<b>June</b>	7.32%	\$37,082	-41.14%	-27.93%	9.11%	\$47,641	28.48%	3.21%	9.47%	\$49,646	4.21%	0.26%	0.00%			
<b>Total</b>	<b>100.00%</b>	<b>\$506,603</b>			<b>100.00%</b>	<b>\$522,845</b>			<b>100.00%</b>	<b>\$524,193</b>			<b>100.00%</b>	<b>\$261,768</b>		

**Annual Comparison by Month**

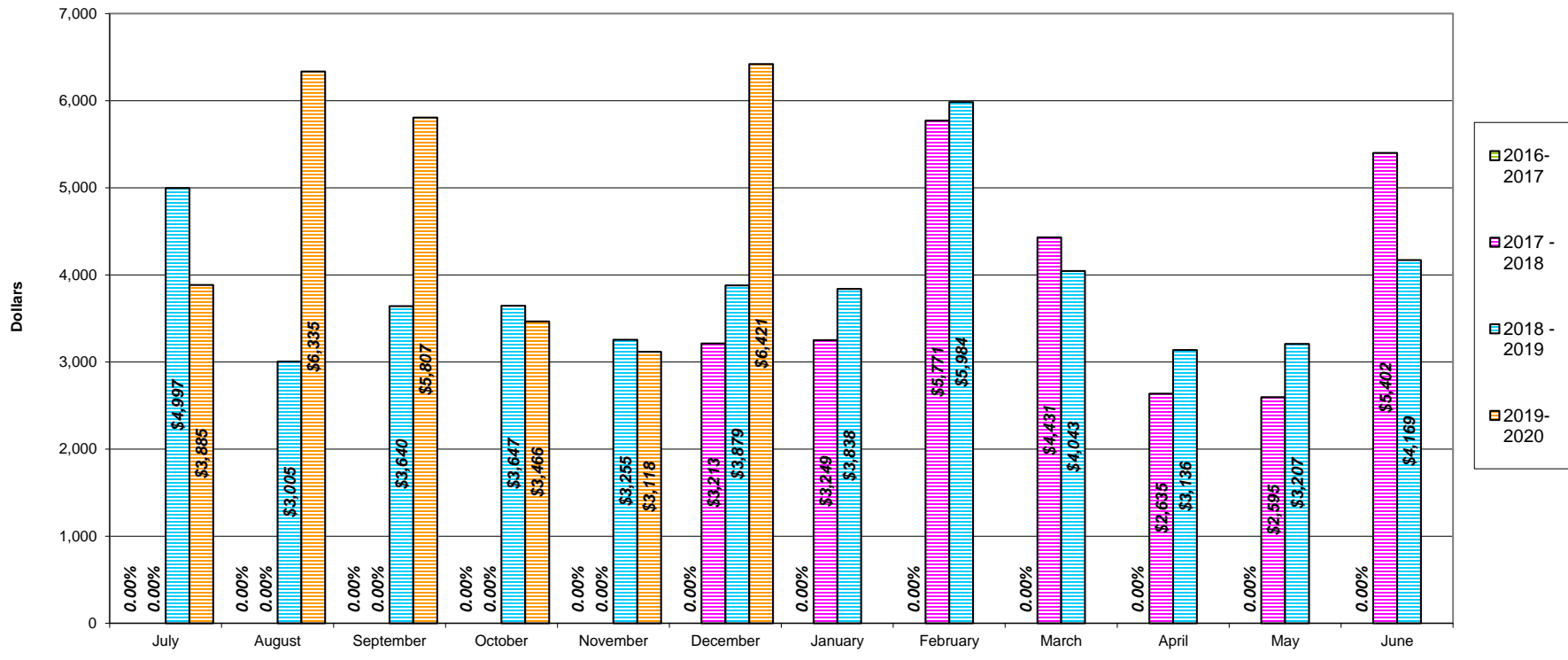


**City of Moberly**  
**One Percent (1%) Downtown Community Improvement District Sales & Use Tax Analysis**

#10.

	2016-2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	NA	NA	NA	NA	NA	NA	NA	NA	10.68%	\$4,997	NA	NA	13.38%	\$3,885	-22.25%	-22.25%
August	NA	NA	NA	NA	NA	NA	NA	NA	6.42%	\$3,005	NA	NA	21.82%	\$6,335	110.82%	27.72%
September	NA	NA	NA	NA	NA	NA	NA	NA	7.78%	\$3,640	NA	NA	20.00%	\$5,807	59.53%	37.67%
October	NA	NA	NA	NA	NA	NA	NA	NA	7.79%	\$3,647	NA	NA	11.94%	\$3,466	-4.97%	27.50%
November	NA	NA	NA	NA	NA	NA	NA	NA	6.96%	\$3,255	NA	NA	10.74%	\$3,118	-4.21%	21.93%
December	NA	NA	NA	NA	11.77%	\$3,213	NA	NA	8.29%	\$3,879	20.72%	20.72%	22.12%	\$6,421	65.55%	29.48%
January	NA	NA	NA	NA	11.90%	\$3,249	NA	NA	8.20%	\$3,838	18.14%	19.42%	0.00%			
February	NA	NA	NA	NA	21.14%	\$5,771	NA	NA	12.79%	\$5,984	3.69%	12.00%	0.00%			
March	NA	NA	NA	NA	16.23%	\$4,431	NA	NA	8.64%	\$4,043	-8.74%	6.48%	0.00%			
April	NA	NA	NA	NA	9.65%	\$2,635	NA	NA	6.70%	\$3,136	19.03%	8.20%	0.00%			
May	NA	NA	NA	NA	9.51%	\$2,595	NA	NA	6.85%	\$3,207	23.58%	10.02%	0.00%			
June	NA	NA	NA	NA	19.79%	\$5,402	NA	NA	8.91%	\$4,169	-22.83%	3.52%	0.00%			
<b>Total</b>					<b>100.00%</b>	<b>\$27,296</b>			<b>100.00%</b>	<b>\$46,801</b>			<b>100.00%</b>	<b>\$29,033</b>		

**Annual Comparison by Month**



**City of Moberly Health Plan Trust  
Comparative Profit & Loss Statement  
November 2019**

#10.

<u>Income</u>	<u>July-Nov. 2019</u>	<u>July-Nov. 2018</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	4,802.52	414.92	4,387.60	1057.46%
4901 Interest Income	11,980.81	5,663.28	6,317.53	111.55%
4950 Employer Contributions	495,594.06	460,568.69	35,025.37	7.60%
4951 Employee Contributions	65,027.94	86,399.95	(21,372.01)	-24.74%
4952 Employee Cobra Payments	2,202.65	0.00	2,202.65	100.00%
4953 Reinsurance Refunds	<u>77,279.16</u>	<u>0.00</u>	<u>77,279.16</u>	<u>100.00%</u>
<b>Total Income</b>	<b>656,887.14</b>	<b>553,046.84</b>	<b>103,840.30</b>	<b>18.78%</b>
 <u>Expenditures</u>				
5415 Other Professional Services	0.00	800.00	(800.00)	-100.00%
5806 Miscellaneous	0.00	0.00	0.00	100.00%
5817 Bank Fees	286.88	412.52	(125.64)	-30.46%
5850 Health Claims Paid	674,404.53	308,567.15	365,837.38	118.56%
5851 Pharmaceuticals	147,697.81	128,590.82	19,106.99	14.86%
5852 Reinsurance Premiums	128,542.03	112,557.67	15,984.36	14.20%
5853 Life Insurance Premiums	13,883.01	12,916.95	966.06	7.48%
5854 Medical Claims Admin Fees	8,005.42	7,819.98	185.44	2.37%
5855 Dental Claims Admin Fees	2,275.00	2,174.25	100.75	4.63%
5856 PPO Network Admin Fees	0.00	0.00	0.00	100.00%
5857 Dental Claims Paid	<u>33,009.25</u>	<u>27,591.21</u>	<u>5,418.04</u>	<u>19.64%</u>
<b>Total Expenditures</b>	<b><u>1,008,103.93</u></b>	<b><u>601,430.55</u></b>	<b><u>406,673.38</u></b>	<b><u>67.62%</u></b>
 <b>Net Income (Loss)</b>	 <b><u>(351,216.79)</u></b>	 <b><u>(48,383.71)</u></b>	 <b><u>(302,833.08)</u></b>	 <b><u>625.90%</u></b>



**City of Moberly Health Plan Trust  
Comparative Balance Sheet  
November 30, 2019**

#10.

<u>ASSETS</u>	<u>Nov. 30, 2019</u>	<u>Nov. 30, 2018</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	161,006.25	120,780.00	40,226.25	33.31%
Total Current Assets	161,006.25	120,780.00	40,226.25	33.31%
Other Assets				
1300 Investments	0.00	400,000.00	(400,000.00)	-100.00%
Total Other Assets	0.00	400,000.00	(400,000.00)	-100.00%
<b>TOTAL ASSETS</b>	<b><u>161,006.25</u></b>	<b><u>520,780.00</u></b>	<b><u>(359,773.75)</u></b>	<b><u>-69.08%</u></b>
 <u>LIABILITIES &amp; EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	512,223.04	569,163.71	(56,940.67)	-10.00%
Net Income (Loss)	(351,216.79)	(48,383.71)	(302,833.08)	625.90%
Total Equity	161,006.25	520,780.00	(359,773.75)	-69.08%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>161,006.25</u></b>	<b><u>520,780.00</u></b>	<b><u>(359,773.75)</u></b>	<b><u>-69.08%</u></b>



**City of**

**Police Department**

Troy Link  
Chief of Police  
264<sup>th</sup> Session FBI Academy

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

**Division of Criminal Investigation  
Monthly Report  
December 2019**

1. Robbery 1<sup>st</sup> Degree; Suspect SM 26yo W/, Victim Bratcher's Fuel. Reports sent to RCPA.
2. Abuse or Neglect of a Child: Suspect: TH, W/M, 59 yoa; Victim: SH, W/F, 14 yoa. Reports sent to RCPA.
3. Endangering the Welfare of a Child: Suspect: TH, W/M, 59 yoa; Victim: SH, W/F, 14 yoa. Reports sent to RCPA.
4. Terrorist Threat-2<sup>nd</sup> degree: Suspect: SS, W/M, 17 yoa; Victim: State of Missouri. Reports sent to RCPA.
5. Felony Stealing: Suspect; TH, B/M, 22 yoa, Victim; LM, W/F, 42 yoa. Reports sent to RCPA.
6. Fraudulently Attempting to Obtain a Controlled Substance: Suspect; DC, B/M, 26 yoa, Victim: State of Missouri. Reports sent to RCPA
7. Fraudulently Attempting to Obtain a Controlled Substance: Suspect; DC, B/M, 26 yoa, Victim: State of Missouri. Reports sent to RCPA
8. Fraudulently Attempting to Obtain a Controlled Substance: Suspect; DC, B/M, 26 yoa, Victim: State of Missouri. Reports sent to RCPA
9. Fraudulently Attempting to Obtain a Controlled Substance: Suspect; SS, W/F, 21 yoa, Victim: State of Missouri. Reports sent to RCPA
10. Fraudulently Attempting to Obtain a Controlled Substance: Suspect; SS, W/F, 21 yoa, Victim: State of Missouri. Reports sent to RCPA
11. Fraudulently Attempting to Obtain a Controlled Substance: Suspect; SS, W/F, 21 yoa, Victim: State of Missouri. Reports sent to RCPA
12. Forgery: Suspect; DC, B/M, 26 yoa, Victim: State of Missouri. Reports sent to RCPA
13. Forgery: Suspect; DC, B/M, 26 yoa, Victim: State of Missouri. Reports sent to RCPA
14. Forgery: Suspect; DC, B/M, 26 yoa, Victim: State of Missouri. Reports sent to RCPA

- 15. Arrest on Warrant: Suspect; LH, W/M, 29 yoa, Victim: State of Missouri. Reports sent to RCPA
- 16. Arrest on Warrant: Suspect; LH, W/M, 29 yoa, Victim: State of Missouri. Reports sent to RCPA
- 17. Arrest on warrant: Suspect; SC, W/F, 31 yoa, Victim: State of Missouri. Reports sent to RCPA
- 18. Unlawful Use of Drug Paraphernalia: Suspect; LH, W/M, 29 yoa, Victim: State of Missouri. Reports sent to RCPA
- 19. Unlawful Use of Drug Paraphernalia: Suspect; SC, W/F, 31 yoa, Victim: State of Missouri. Reports sent to RCPA.

**Cases Cleared.....19**  
**Interviews.....79**  
**Interrogations.....7**  
**Reports Written.....80**

**Special Assignments**

- Monthly Report
- Crime Scene School
- Bratcher’s Robbery Investigation
- Interview victim of robbery
- Interview concerned citizen of robbery with possible information
- MIAC and Facebook posting of robbery suspect
- Contact with person who identified robbery suspect
- Contact with person who identified robbery suspect
- Collected video surveillance from Bratcher’s Fuel & Store
- Phone contact with McCormick in reference to robbery
- Search warrant conducted in reference to robbery
- Interview with victim’s uncle is sexual assault case
- Interrogation of sexual assault suspect
- Interview of sexual assault victim
- Phone contact with witness of sexual assault case
- Contact with grandfather of sexual assault victim
- Located and processed stolen trailer
- Contact with Callaway County Deputies reference stolen trailer
- Contact with FRS Employee reference towing located trailer
- Interview with sex assault victim
- Preservation Request placed for sex assault suspect’s Facebook account
- Search Warrant granted and sent to Facebook in reference sex assault suspects account
- Preservation Request and Search Warrants granted and sent to Snapchat in reference child pornography
- Prepared Detective on call schedule for 2020.



City of

**Police Department**

Troy Link  
 Chief of Police  
 264<sup>th</sup> Session FBI Academy

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

Completed Paycom for detective unit.  
 Approved numerous reports for Detective Unit.  
 Spoke with St Charles Children's Division in reference to a child abuse investigation.  
 Court in Huntsville for Preliminary Hearing.  
 Attended forensic interview in Columbia.  
 Assisted Children's Division with a Hotline investigation.  
 Assisted with Robbery Investigation.  
 Attempted to locate suspect in Robbery investigation.  
 Assisted with Search Warrant in Randolph County in reference to Robbery Investigation.  
 Attended proffer in reference to Homicide.  
 Called out to assist with investigation into Terrorist Threat.  
 Spoke with parents of suspect in Terrorist Threat investigation.  
 Conducted consent search of vehicles and residence in Terrorist Threat investigation.  
 Received update on victim's condition in Child Abuse investigation.  
 Interrogated suspect in child abuse investigation.  
 Assisted with sexual abuse investigation.  
 Photographed and collected evidence in reference to sexual abuse investigation.  
 Completed MIRMA FATS Training.  
 Spoke with Children's Division about on-going cases.  
 Completed Lab Analysis Request form.  
 Assisted with traffic stop and warrant arrests of 2 subjects.  
 Attended proffer in reference to Homicide.  
 Completed/ submitted search warrant for Facebook account in reference to Child Abuse investigation.  
 Assisted Patrol with Property Damage/ Stealing investigation.  
 Spoke with social worker from St Louis Children's Hospital in reference to Child Abuse investigation.  
 Provided information to Columbia PD in reference to stealing investigation.  
 Responded to Kingdom City to assist with recovering stolen property.  
 Assisted with processing scene and collecting evidence in stealing investigation.  
 Assisted with death investigation (suicide).  
 Attended week long Crime Scene Investigation course at Highway Patrol Headquarters  
 Assisted in robbery investigation

Attended court  
Typed, applied and executed search warrant for robbery investigation  
Typed reports  
Attended SWAT training  
Attended LETC graduation ceremony  
Worked on reports  
Attended court  
Responded to Walgreens for fraudulent RX case  
Responded to Hills Pharmacy for fraudulent RX case  
Responded to Kribbs pharmacy for fraudulent RX case, made two arrest  
Searched vehicle in reference to fraud RX case  
Interviewed suspects in fraud RX case  
MIRMA FATS simulator training  
Met with PA to brief on a case  
Completed Property Forfeiture Report  
Responded to pharmacies to collect evidence  
Completed MIAC report to locate similar cases  
Spoke with DEA Diversion Agent in reference to case  
Trained recruits on Axon  
Located subjects who fled from patrol. Arrested two for warrants and drugs  
Interviewed subjects for criminal intelligence  
Conducted Knock and Talk to locate suspect with warrant, based off intelligence  
Typed reports  
Contacted Linn MO PD for related cases  
Contacted Branson PD for related cases  
Listened to 17 days of recorded jail phone calls  
Processed evidenced  
Completed MSHP Lab Report  
Attended week long Crime Scene Investigation course at Highway Patrol Headquarters  
Assisted in robbery investigation  
Attended court  
Typed, applied and executed search warrant for robbery investigation  
Typed reports  
Attended SWAT training  
Attended LETC graduation ceremony  
Worked on reports  
Attended court  
Responded to Walgreens for fraudulent RX case  
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Searched vehicle in reference to fraud RX case  
Interviewed suspects in fraud RX case  
MIRMA FATS simulator training  
Met with PA to brief on a case  
Completed Property Forfeiture Report  
Responded to pharmacies to collect evidence





City of

**Police Department**

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- Completed MIAC report to locate similar cases
- Spoke with DEA Diversion Agent in reference to case
- Trained recruits on Axon
- Located subjects who fled from patrol. Arrested two for warrants and drugs
- Interviewed subjects for criminal intelligence
- Conducted Knock and Talk to locate suspect with warrant, based off intelligence
- Typed reports
- Contacted Linn MO PD for related cases
- Contacted Branson PD for related cases
- Listened to 17 days of recorded jail phone calls
- Processed evidenced
- Completed MSHP Lab Report

**Recovered Property**

- Trailer.....est \$2,500.00
- 4 Trowel Machines.....est \$14,000.00
- 2 Concrete saws..... est \$12,000.00
- Street side light stand.....est \$300.00
- Pallet fork.....est \$1000.00
- Misc. hand tools.....est \$500.00

Estimated Total: \$30,300.00

Respectfully Submitted,

Tracey Whearty  
Commander

01/02/20  
09:10

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

343  
Page: 1

Nature of Call	Total Calls Received	% of Total
	1	0.14
Abandoned Vehicle	6	0.83
Accident/Motor Vehicle	34	4.70
Alarm Call	12	1.66
Animal Bite	2	0.28
Animal Complaint	34	4.70
Assault	7	0.97
Assist Other Agency	31	4.28
Assist Public/Employee	60	8.29
Building Check	104	14.36
Burglary	4	0.55
Civil Matter	1	0.14
Damage Property	8	1.10
Dangerous Drug	2	0.28
Death Investigation	1	0.14
Domestic Abuse	5	0.69
DWI	2	0.28
Field Contact	20	2.76
Fire Call	1	0.14
Found Property/Contraband	7	0.97
Fraud	7	0.97
Funeral Escort	2	0.28
Harassment	6	0.83
Health Safety	1	0.14
Keeping the Peace	8	1.10
Lost Property	1	0.14
Parking Violation	8	1.10
Peace Disturbance	23	3.18
Sex Offenses	1	0.14
Shots Fired	2	0.28
Special Assignment	4	0.55
Stealing	38	5.25
Suicide/Suicide Attempt	3	0.41
Suspicious Activity	65	8.98
Suspicious Person	5	0.69
Suspicious Vehicle	7	0.97
Traffic Complaint	144	19.89
Trespass/Refusing to Leave	7	0.97
Warrant Arrest	19	2.62
Try to Contact/Well-Being	31	4.28
Total Calls:		724

Report Includes:

- All dates between `00:00:01 12/01/19` and `23:59:59 12/31/19`
- All nature of incidents
- All cities matching `MOB`
- All types
- All priorities
- All agencies matching `1`

\*\*\* End of Report \SpillmanServer\app\tmp\reportTmp\_aspilman\r

# Total Calls to MPD 2019

#10.

01/02/20  
09:14

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

Page: 343  
1

Nature of Call	Total Calls Received	% of Total
	1	0.01
Abandoned Vehicle	85	0.75
Accident/Motor Vehicle	437	3.86
Alarm Call	332	2.93
Alarm Reset	1	0.01
Animal Bite	25	0.22
Animal Complaint	661	5.84
Assault	133	1.17
Assist Other Agency	399	3.52
Assist Police	1	0.01
Assist Public/Employee	907	8.01
Building Check	867	7.65
Burglary	58	0.51
City Ordinance Violation	31	0.27
Civil Matter	4	0.04
Damage Property	143	1.26
Dangerous Drug	20	0.18
Death Investigation	15	0.13
Document Delivery/Pickup	6	0.05
Domestic Abuse	57	0.50
DWI	12	0.11
E911 Check	30	0.26
Extra Watch	4	0.04
Extra Watch Request	3	0.03
Family Offense	1	0.01
Field Contact	433	3.82
Fire Alarm Call	2	0.02
Fire Call	25	0.22
Forgery	4	0.04
Found Property/Contraband	109	0.96
Fraud	75	0.66
Funeral Escort	37	0.33
Harassment	79	0.70
Health Safety	94	0.83
Keeping the Peace	94	0.83
Lost Property	2	0.02
Medical Assist\RCAD	45	0.40
Missing Person	16	0.14
Motor Vehicle Theft	9	0.08
Obstructing Police	1	0.01
Parking Violation	210	1.85
Peace Disturbance	724	6.39
Protective Custody	3	0.03
Rape	2	0.02
Runaway Juv	4	0.04
Safety Hazard/Violation	3	0.03
Search Warrant	5	0.04
Security Escort	1	0.01
Sex Offenses	24	0.21
Shots Fired	20	0.18
Special Assignment	65	0.57
Stalking	2	0.02
Stealing	467	4.12
Suicide/Suicide Attempt	31	0.27
Suspicious Activity	909	8.03

01/02/20  
09:14

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

Page: 343  
2

Nature of Call	Total Calls Received	% of Total
Suspicious Person	173	1.53
Suspicious Vehicle	253	2.23
Traffic Complaint	2239	19.77
Trespass/Refusing to Leave	95	0.84
Warrant Arrest	326	2.88
Try to Contact/Well-Being	512	4.52
Total Calls:		11326

Report Includes:

- All dates between `00:00:01 01/01/19` and `23:59:59 12/31/19`
- All nature of incidents
- All cities
- All types
- All priorities
- All agencies matching `1`

\*\*\* End of Report \SpillmanServer\app\tmp\reportTmp\_aspilman\r



# Moberly Fire Department December Monthly Report 2019

---



## *City of Moberly Fire Department*

**Emergency Dial 911**  
**Station #1 660-269-8705 EXT 2032**  
**Fax# 660-263-0596**  
**E-mail galbert@moberlyfd.com**  
**Station #2 660-263-4121**

**310 N. Clark**  
**Moberly, MO 65270-1520**  
**Fire Chief**  
**George Albert**

To: Mayor and City Council  
From: George Albert, Fire Chief  
Date: January 7, 2020  
Re: December 2019 Monthly Council Report:

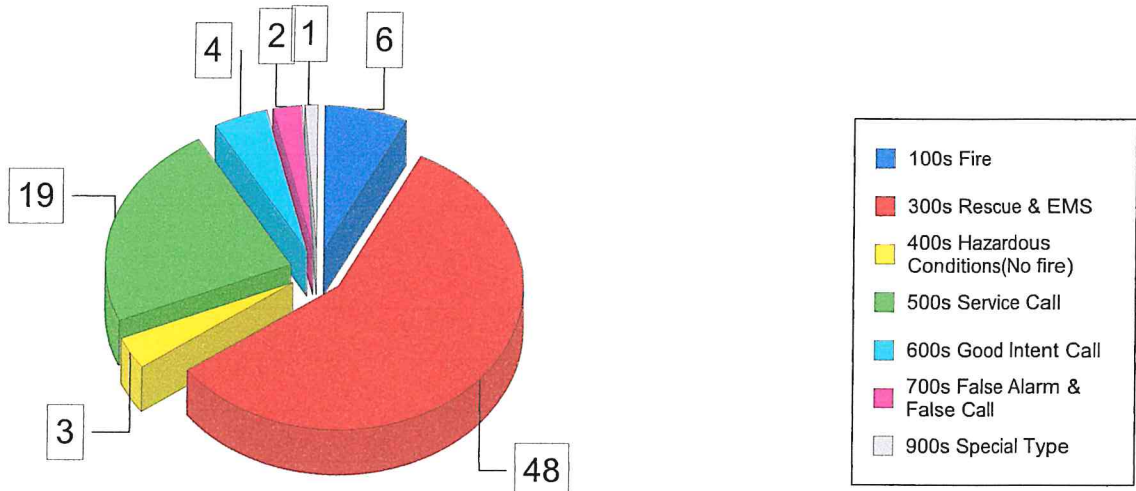
- The Moberly Fire Department responded to 83 incidents (26 different types of service to the community) in December giving us a total of 1293 calls for the year. This is 36 less than our record of 1329 incidents in 2018. I hope to present a yearend report next month. The type of incidents the department responded to last month include: 1 structure fire (6 different type's fire for the month), 33 EMS incidents, 2 lift assist, and 15 Gas Appliance and CFO Inspections, and 27 other types.
- Truck maintenance: We are still monitoring Engine 2 radiator. Engine 1 may need a new foam inductor pump.
- Equipment maintenance: We are getting prices on replacement of 12 expired SCBA bottles, and some fire hose. The generator for the old auto extrication equipment is being repaired.
- We completed negotiations and the bargaining agreement was approved.
- The Department completed 430 hours of training on Health and Wellness, MIRMA, Officer training, Driver Operator training.
- Emergency Management/Fire Chief: The encoder problem for the sirens should be repaired by Mid January, provided training to SEMA for an exercise conducted in Jefferson City, held a meeting with SEMA regional Coordinator to review City plan, and attended Regional B EMD and 24/63 Chief meetings. Maintain contact with Norfolk southern dealing with a diesel spill that happened on December 24.
- Fire Department Community Service involvement: We participated in Christmas parade, done a tour of Cardinal Health, Firefighters held a Letter to Santa program, and served school lunches.

## Incident Reports By Incident Type, Summary

Page 1 of 1

Incident Type	Total Incidents:
112 Fires in structures other than in a building	1
113 Cooking fire, confined to container	1
143 Grass fire	1
1511 Household Refuse Fire	2
1513 Yard Waste/ Refuse Fire	1
3112 Lift Assistance	6
3113 Standby, No care provided	2
321 EMS call, excluding vehicle accident with injury	33
322 Vehicle accident with injuries	1
323 Motor vehicle/pedestrian accident (MV Ped)	1
324 Motor vehicle accident with no injuries	4
381 Rescue or EMS standby	1
411 Gasoline or other flammable liquid spill	1
412 Gas leak (natural gas or LPG)	2
5001 Gas Appliance Inspection	14
5005 CFO Inspection	1
550 Public service assistance, other	1
552 Police matter	1
554 Assist invalid	1
561 Unauthorized burning	1
631 Authorized controlled burning	2
650 Steam, other gas mistaken for smoke, other	1
651 Smoke scare, odor of smoke	1
733 Smoke detector activation due to malfunction	1
735 Alarm system sounded due to malfunction	1
911 Citizen complaint	1
<b>Total Number of Incidents:</b>	<b>83</b>
<b>Total Number of Incident Types:</b>	<b>26</b>

Print Date: 1/7/2020



*Graphed Items are sorted by Incident Type*

**Type Of Incident:**

**Total Of Incidents:**

**Percentage Value:**

100 Series-Fire	6	7.23%
300 Series-Rescue & EMS	48	57.83%
400 Series-Hazardous Conditions(No fire)	3	3.61%
500 Series-Service Call	19	22.89%
600 Series-Good Intent Call	4	4.82%
700 Series-False Alarm & False Call	2	2.41%
900 Series-Special Type	1	1.20%

**Grand Total: 83**

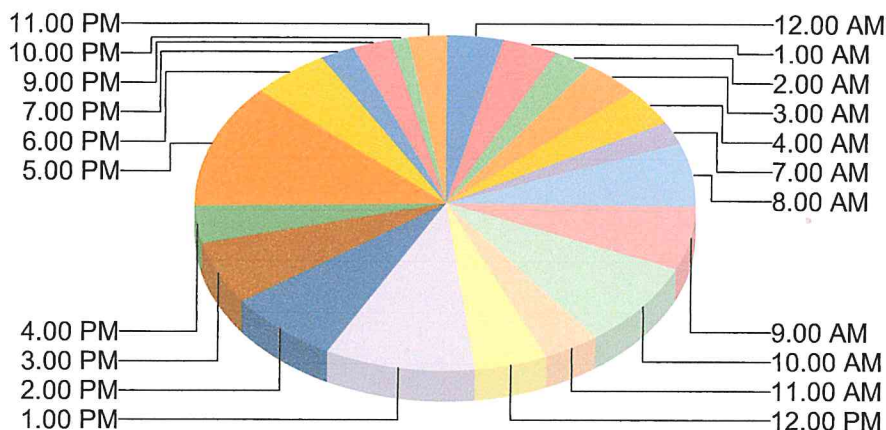
**Type Of Incident Most Frequent: 300 Series-Rescue & EMS**

Print Date: 1/7/2020



# Incident Statistics by Hour of the Day

#10.



12.00 AM	3.6%
1.00 AM	3.6%
2.00 AM	2.4%
3.00 AM	3.6%
4.00 AM	3.6%
7.00 AM	2.4%
8.00 AM	6.0%
9.00 AM	6.0%
10.00 AM	8.4%
11.00 AM	3.6%
12.00 PM	4.8%
1.00 PM	9.6%
2.00 PM	7.2%
3.00 PM	6.0%
4.00 PM	3.6%
5.00 PM	12.0%
6.00 PM	4.8%
7.00 PM	2.4%
9.00 PM	2.4%
10.00 PM	1.2%
11.00 PM	2.4%
<b>Total:</b>	<b>100.0%</b>

**Hour of the Day: 12.00 AM**

Total # of Incidents: **3.00**      % of Total Incidents: **3.61%**

**Hour of the Day: 1.00 AM**

Total # of Incidents: **3.00**      % of Total Incidents: **3.61%**

**Hour of the Day: 2.00 AM**

Total # of Incidents: **2.00**      % of Total Incidents: **2.41%**

**Hour of the Day: 3.00 AM**

Total # of Incidents: **3.00**      % of Total Incidents: **3.61%**

**Hour of the Day: 4.00 AM**

Total # of Incidents: **3.00**      % of Total Incidents: **3.61%**

**Hour of the Day: 7.00 AM**

Total # of Incidents: **2.00**      % of Total Incidents: **2.41%**

**Hour of the Day: 8.00 AM**

Total # of Incidents: **5.00**      % of Total Incidents: **6.02%**

**Hour of the Day: 9.00 AM**

Total # of Incidents: **5.00**      % of Total Incidents: **6.02%**

**Hour of the Day: 10.00 AM**

Total # of Incidents: **7.00**      % of Total Incidents: **8.43%**

**Hour of the Day: 11.00 AM**

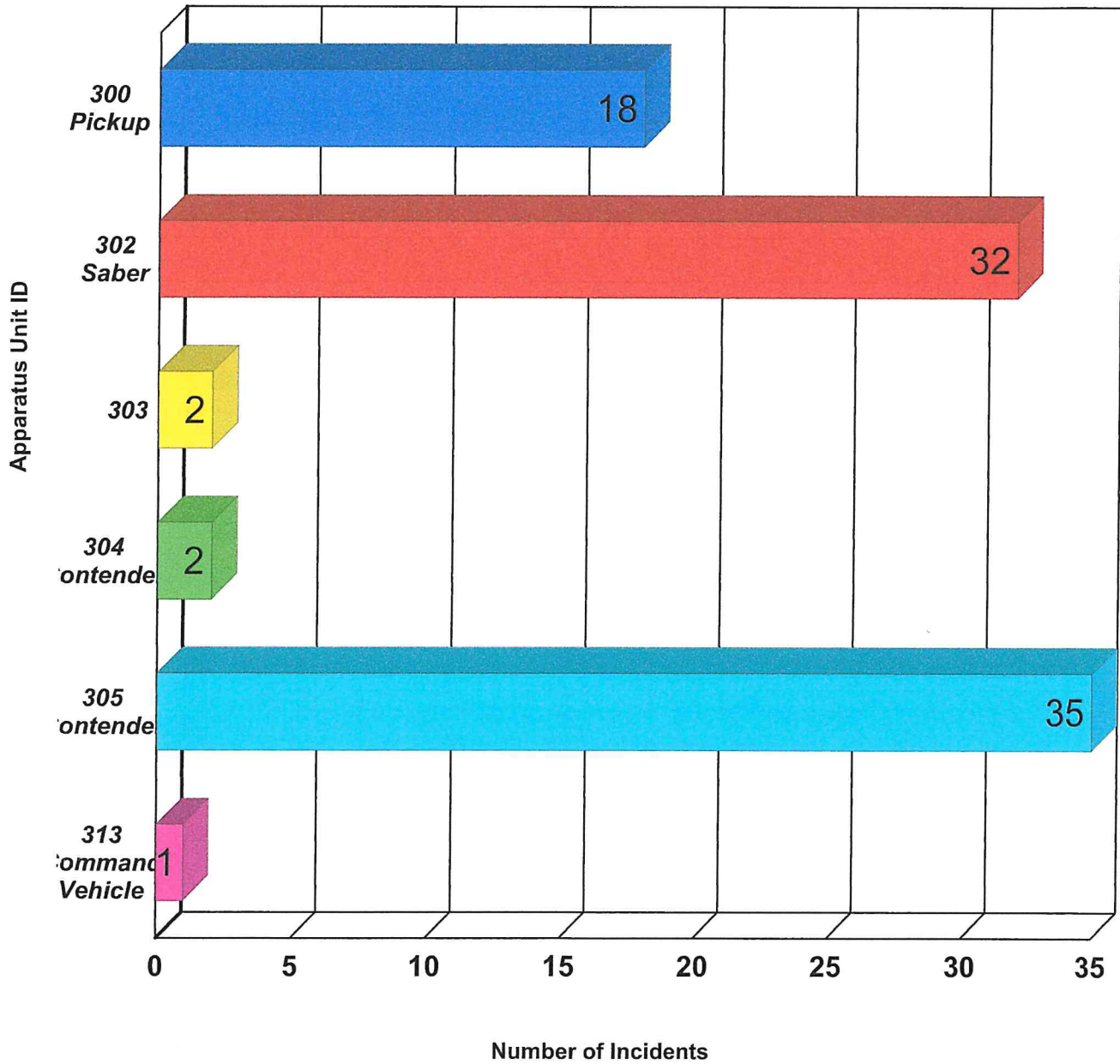
Total # of Incidents: **3.00**      % of Total Incidents: **3.61%**

**Hour of the Day: 12.00 PM**



Total # of Incidents:	4.00	% of Total Incidents:	4.82%
<b>Hour of the Day: 1.00 PM</b>			
Total # of Incidents:	8.00	% of Total Incidents:	9.64%
<b>Hour of the Day: 2.00 PM</b>			
Total # of Incidents:	6.00	% of Total Incidents:	7.23%
<b>Hour of the Day: 3.00 PM</b>			
Total # of Incidents:	5.00	% of Total Incidents:	6.02%
<b>Hour of the Day: 4.00 PM</b>			
Total # of Incidents:	3.00	% of Total Incidents:	3.61%
<b>Hour of the Day: 5.00 PM</b>			
Total # of Incidents:	10.00	% of Total Incidents:	12.05%
<b>Hour of the Day: 6.00 PM</b>			
Total # of Incidents:	4.00	% of Total Incidents:	4.82%
<b>Hour of the Day: 7.00 PM</b>			
Total # of Incidents:	2.00	% of Total Incidents:	2.41%
<b>Hour of the Day: 9.00 PM</b>			
Total # of Incidents:	2.00	% of Total Incidents:	2.41%
<b>Hour of the Day: 10.00 PM</b>			
Total # of Incidents:	1.00	% of Total Incidents:	1.20%
<b>Hour of the Day: 11.00 PM</b>			
Total # of Incidents:	2.00	% of Total Incidents:	2.41%
<b><u>Grand Total Incidents:</u></b>	<b><u>83.00</u></b>		

Apparatus Responding to Incidents



Total Amount of Incidents: 83

Apparatus Count: 6



# Moberly!

Parks & Recreation

## Monthly Report

### December 2019

	2019		2018
Thompson Campground	13	Daily(11) Monthly(2)	73
Misc Thompson Campground	-		-
Miscellaneous Park Fees	\$1,340.25	\$1300-Memorial Benches; \$40 Wabash hats&scarves; .25 miscellaneous	\$110.00
Overnight Fishing Passes	-		-
Paddleboat Rental	-		-
Canoe Storage	-		-
Archery Range	-		-
Overlook & Plaza	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
Midway	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
Agricultural Barns	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
Equestrian Area/ Rodeo Ground	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
James Youth Center	12	Family Christmas Events(4) Family Gatherings(2) 4-H meeting(1) Rotary(1) <b>Internal:</b> Park Board meeting(1) City Holiday Closures(3) Altursa Tree Lighting(1)Rotary Meetings(2) MRMC Kids Christmas(1) Family Gathering(1) Family Christmas(1) Church Christmas Gathering(1)	15
Lodge	15	Troubador's Ball(1) Altrusa's Santa in the Park(1 res. For 6 days) Wedding (1 res. For 2 days) <b>Internal:</b> Frosty 5K Event(1) Holiday Closures(3) Hold for Large Clean-Up(1)	12
Lion's Beuth Park	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
Fox Park (entire)	3	<b>Internal:</b> Blocked for three days of Holiday closures	0
Fox Park Pickleball/ Tennis Courts	-		-
Tannehill Park	31	Moberly Community Development (1 res. For 28 days for Light-Up Moberly) <b>Internal:</b> Blocked for three days of Holiday closures	0
Depot Park	31	Moberly Community Development (1 res. For 28 days for Light-Up Moberly) <b>Internal:</b> Blocked for three days of Holiday closures	0

Parks

	2019		2018	
<b>Fields/Courts</b>	Red 1	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Red 2	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Blue 1	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Blue 2	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Blue 3	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Green 1	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Green 2	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Green 3	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Green 4	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Green 5	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Green 6	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Groeber	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Meinert	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Patrick	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Fox Field			0
	Batting Cages	6	<b>Internal:</b> Both cages blocked for three days each for Holiday closures	0
	Shelter 1 Tennis Courts	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Wilhite Tennis Courts	3	<b>Internal:</b> Blocked for three days for Holiday closures	0

	2019		2018	
<b>Shelters</b>	Shelter 1	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Shelter 3	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Shelter 5	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Fox Park Shelter	-		-
	Klein Shelter	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Lake Pavilion	3	<b>Internal:</b> Blocked for three days for Holiday closures	0
	Riley Pavilion	31	<b>Internal:</b> Christmas Lights(1 res for 28 days) Holiday Closures(3)	0
	Meditation Garden and Legacy Overlook	3	<b>Internal:</b> Blocked for three days for Holiday closures	0

		2019	2018
<b>Auditorium</b>	Entire Facility	17	6
		Toys for Tots(1 res. For 3 days) Graduation Party(1) Candy Cane Lane Event(1) Redeemer Church Christmas Eve Service(1) <b>Internal:</b> City Christmas Party(1 res. For 3 days) Block for Large Event Clean-Up(1) City Holiday Closures(2) Hold for employee vacation(9 day hold)	

		2019	2018
<b>Aquatic Center</b>	Entire Facility	-	-
	Party Area	-	-

		2019	2018
<b>Recreation</b>		97	71
		50	117



**Director – Troy Bock**

- Demolition of the pig barn is in progress.
- Heritage Hills:
  - Memberships at 201 (reduced pricing under GreatLIFE).
  - The cart path work on the back 9 paths will continue when weather allows.
  - GreatLIFE has new majority owners. I am hoping to arrange a meeting with a representative and City/HH staff over the next month or two. We are getting signals there may be slight increases in the membership rates and members will have to pay a cart fee when going to another course, but those are changes that really were necessary to generate sufficient revenue for all the courses. We are hoping to hear the new rates by the third week of January.
- We finalized work on the 2020 activity guide and sent it to print (The Art Department).
- Worked with The Art Department on commemorative mugs for 2020, the 75<sup>th</sup> anniversary of the end of WWII. The mugs will feature General Bradley given his local ties and significant role in WWII.
- We plan to do a Mayoral proclamation for July 4, 2020, declaring it General Omar Bradley Day. I am also working with Rep. Tim Remole's office and local historians so we can have a state legislative resolution commemorating the day in Bradley's honor.
- Worked to finish off MIRMA requirements in terms of training and feasible end-of-year safety improvements.
- Began work on the 2020-2021 budget. It is shaping up to be a lean budget year again, but we will make the necessary adjustments to keep the budget in line.

**Administration – Leslie Keeney**

- Processed bills and timesheets for the department.
- Began making contacts with potential applicants for the open Receptionist/Recreation Assistant position.
- Began working on updating MML and Optimist contracts.
- Updated department forms for 2020 calendar year.
- Started the process of filing 2019 paperwork.
- Oversaw day to day operations of Parks and Recreation Office.

**Dirk Miller – Park Superintendent**

- Continued fixing Christmas Lights for the Altrusa displays in Rothwell Park. By the first weekend in January staff had removed and stored all of the Christmas displays to beat the incoming snow/ice storm.
- Larry Apel is continuing to make upgrades to the Lake Pavilion, which includes dressing up the roof lines, ceiling, and soffit areas.
- Attempted to remove graffiti from the back side of Beuth bathrooms with a power washer and graffiti remover acquired from Rick Kadlitz from Mid-MO Window Washing. We have ordered more and are waiting until weather is right to continue trying to remove the graffiti.
- In contact with contractors/vendors to change out some lights at War Memorial area.
- Demoing the "Pig Barn" for the new Solar panels is almost finished.

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

- Finished new parking lot security post and cable, along with putting up entrance and exit gates.
- Started pruning and shaping trees throughout the complex.

**Sports:**

- All sports leagues were put into CivicRec and ready for 2020 registration.

**Amanda Warder – Recreation Supervisor****Concessions:**

- Been in contact with US Foods and Springfield Grocers on different pricing options for our concession operations.

**Events:**

- Father Daughter Dance is on February 1<sup>st</sup> with the theme being roaring 20's. This event is one of our bigger events throughout the year and can bring upwards of 200 people into the Auditorium. Decorations have been ordered and things are moving forward.
- Have begun preparations for the Easter Egg Hunt.
- Continuing to post on social media.

Director of Utilities Monthly Report, Mary West-Calcaño, Director

January 2020

Director's Summary

**Energy Solutions Professionals Project:** A meeting was held with ESP, Ameren, and contractors at the Wastewater Treatment Facility to discuss replacement and/or upgrades to the blowers. Jacobs Engineering and Hydrokinetics (equipment supplier) determined that replacing the blowers with similar sized blowers utilizing variable frequency drives and providing for addition of a fourth blower, when necessary, for additional loading or nutrient removal in the future would save the City considerable cost at this time. Upsizing the blowers would have required upgrades to the facility's electric service, motor control center and other equipment. The variable frequency drives for the pumps at the Water Plant are in the process of shop drawing submittals and approvals. Part of the meter order has been received in Kansas City by ESP/RTS (meter installation contractor) and a schedule is being developed for data integration for new meter readings into billing software when the large meter installation will begin. A meeting was held about installation challenges for the residential meters with different service lines and connections in meter pits.

**DNR Regionalization Grant:** The City of Huntsville declined participation in the regionalization grant prior to December 31. Staff submitted the grant application to connect Moberly Mobile Home Park, the Heritage Hills Golf Course and Fox Hollow Mobile Home Park as the remaining project. While this is a much smaller project, the City of Moberly is hopeful that these facilities can be connected and take advantage of DNR's grant offer. Scoring of projects for prioritization for grant award will be announced sometime in March.

**Winter Weather and Water Leaks:** A water leak occurred on December 25 at approximately 8:30 pm at Park Avenue and 7 Bridges Road. The leak was on a 12" water main about half-way down the hill towards Beuth Road. While initially staff thought that this line had been replaced during the roadway improvements in 2001, we have subsequently discovered that the line from Fisk Ave to 7 Bridges had been replaced in 2001, but the portion of the pipe that failed had not been replaced at that time. The section between 7 Bridges and Beuth is still part of our older water pipe system. Distribution and Collection crews responded quickly to the call and were able to isolate the line within less than 2 hours. Water Plant staff were still on-site, having just shut down the plant for the evening, and were able to quickly respond to the additional demand by re-starting the plant and pumping water to town. We regret that a significant portion of our community had their holiday celebrations interrupted by a lack of water but are proud of our response to the emergency. We thank the public for their patience and appreciation for the staff who worked 15 hours through the night on a holiday. The Council's appreciation was conveyed to the staff.

There have been several additional water main leaks in the weeks since Christmas night. Some are due to the boring activities in our community that have been ongoing for several months, some are due to changing weather and soil conditions affecting the aging water pipes. Valves that are utilized to turn water off to repair leaks fail and begin leaking, requiring additional repairs.

**Community Partnerships:** The Utilities Department has been working with the Moberly Public Schools on two initiatives. A student from Moberly High School is doing research on disinfection byproduct formation and treatment at Sugar Creek Lake and the Water Plant with the assistance of Matt Everts. A grant was sought for a “Work in Water Day” classroom and plant tour to educate local students about the opportunities to work for the City. The grant will include a limited internship for a high school student in the summer. The grant award is \$3,800.00. A discussion item is on the Council Work Session Agenda for January 21. The event will be planned for this spring when the weather is better.

**Staffing:** The Utilities Department is currently down by 10% from full-staff level. The Distribution and Collection Department currently has two openings for skilled maintenance workers, and the Wastewater Plant has an opening for a pretreatment coordinator/lab technician/wastewater operator. These openings can be hard to fill in a limited labor market and Moberly competes against communities with higher pay and similar or better benefits. We will continue advertising in traditional outlets as well as on social media.

**Dept. Summary:**

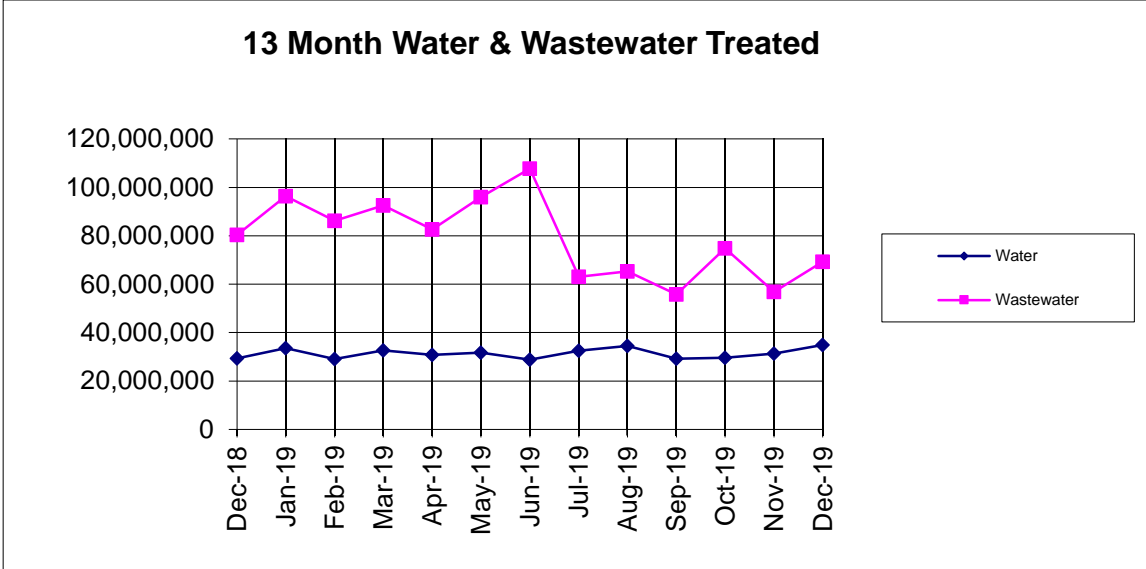
Drinking water produced: 34,848,478 (1.124 MG/Day)  
 Wastewater Treated: 69,262,000 MG (2.234 MG/Day)  
 Wastewater from Combined Sewer Overflows: 2.0897 MG  
 Total precipitation for December 1.67 inches

Billing activity: 20,187,508 gallons of water in the amount of \$198,697.59 and 19,593,755 gallons of sewage in the amount of \$250,838.03.

Staff issued 2,512 bills for cycle 1 in the amount of \$21,314.13 and 2673 bills for cycle 2 in the amount of \$28,2734.82 that included water, sewer, garbage, tax and arrears outstanding.

Unaccounted Water for December 2019 = 34.9%

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
Dec-2019	34,848,478	166,025	1,295,278	6,487.50	0	20,187,508	22,689,929	12,158,550



**Distribution and Collection Department and Customer Service**

- There were nine water main leaks repaired in December.
- There were 17 sewer calls.
- Assisted Orschelns with manhole inspections and dye testing.
- Hyrdo-Excavated a water main at 619 Monroe and prepped for replacement of lead service line.
- Replaced seven-meter pits, three-meter valves, and assisted with other meter pit repairs such as replacing frames and covers in preparation for the meter change out.
- Laid 40’ of new water main on McKinley Street and cut the road for the rest of the pipe to be laid.
- Poured 15.25 cubic yards of concrete.
- Completed 140 Missouri one call tickets.
  
- **Wastewater Treatment Facility**
- Treated 69.262 MGM an average of 2.234 MGD.
- Transferred 1,434,340 gallons of sludge from the SBR’s to the digesters.
- 1.67 inches of rain fell over a 5-day period.
- Land applied 126,250 to the land application field at WWTP.
- Taylor CSO (outfall 002) no discharge.
- Rollins CSO (outfall 003) no discharge.
- Seven Bridges CSO (outfall 004) discharged 0.543 MG. 0.084 MG on 12/1/2019 and 1.459 MG on 12/30/2019.
- Holman Rd CSO (outfall 005) discharged 0.0037 MG on 12/28/2019.
- Scott Adams and Thuy Le with MDNR NERO conducted an Industrial Pretreatment inspection followed by a tour of the WWTP.



- Attempted to collect a pretreatment sample at Cardinal Health, the sampler did not pick up enough sample to analyze, we will try again at a future date.
- Ran the generator at WWTP for 1 hour under load for the Ameren/EnelX energy demand audit.
- Conducted an Industrial pretreatment inspection at Total Powder Coat.
- Temporarily repaired a leak in the discharge piping in the valve vault at Kroner station. Willis Bros were contacted to rebuild the piping in the vault, they will begin work ASAP.
- Worked with street crews clearing snow from city streets on 12/15/2020.
- Created an EDMR account with MDNR and began electronic reporting to the state for compliance with our NPDES Permit for the Wastewater Treatment Facility.
- Began installing a new pump at Becflo station, during installation the moisture sensor was damaged, the sensor was repaired, and the pump will be reinstalled by city staff at a later date.
- Vandevanter Engineering replaced all 3 impellers on the pumps at Seven Bridges station. They also pulled and inspected pump #1 in the influent pump station at WWTP. Water had entered the top of the motor causing motor failure; an estimate was received for \$9,000 for the repair. Replacement cost for a new motor would be \$30,000.
- Monitored for signs of contamination in the sanitary sewer and at the Wastewater Plant due to a diesel fuel spill in the railroad yard, none has been observed at this time.
- Pulled both pumps at Darwood station to remove rags from the impellers, the pumps were returned to service, pictures were taken, and a work order was filled out to document the incident.

### **Water Plant**

- Pumped 34,848,478 gals of finished water to the distribution system. This is a daily average of 1,124,144 gals per day.
- Performed 3,894 lab tests in house
- Collected quarterly disinfection by-product samples for state analysis.
- Collected monthly samples to include Total Organic Carbon, and 16 Bacterial samples for state analysis.
- Collected UCMR4 samples for EPA analysis.
- Performed annual preventative maintenance on the Potassium Permanganate system at Sugar Creek Lake Pump House.
- Performed monthly maintenance in the Free and Total chlorine analyzers.
- Performed emergency maintenance on south and north alum chemical feeders.
- Conducted required annual training with employees at the plant for MIRMA classes.

### **Sugar Creek Lake Ranger**

- Completed MIRMA Training
- Cut brush along Cooksey Quarry
- Took Truck #734 to the street barn to have an additional light added for plowing snow.

### **Water Quality Coordinator**

- Stabilized and recycled 593.76 lbs. non-reusable materials.
- Distributed 373.9 lbs. of recycled material to Moberly residents for reuse.
- Accepted 1285.4 lbs. hazardous waste into the Household Hazardous Waste Facility.
- Took 116 lbs. scrap metal to Fussleman's for recycling.
- Finished 4<sup>th</sup> Quarter outfall inspections.
- Attended two in-house Planning and Zoning meetings.
- Met with Tim Wetrich at Moberly School District.
- Monitored BMPs at High School athletics building.
- Performed regular construction inspections.
- Organized paperwork.
- Studied "Getting in Step with Phase II".
- Met with Moberly residents at Household Hazardous Waste Facility.
- Contacted 3 Brothers Construction and Schnell Construction about Land Disturbance Permits.
- Scheduled planning sessions for MS4 Permit application and biannual Stormwater Report.
- Worked with Emily Goyea to advertise material from Household Hazardous Waste Facility on social media.
- Researched training opportunities for professional development.
- Managed open Household Hazardous Waste Day on December 14<sup>th</sup>.
- Continued redesign of Green Lawn Care brochure.
- Delivered motor oil to Street Barn for recycling.
- Weeded and cleaned City Hall rain gardens.
- Checked for Illicit discharges along Morley St. and Robertson Road.
- Checked on Diesel spill along Dameron St.
- Monitored exposed soil on Logan St. and Fisk Ave.
- Met with Shannon Hance to prepare training for Stormwater.



Moberly Area Chamber of Commerce  
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[www.moberlychamber.com](http://www.moberlychamber.com)  
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February 20, 2019

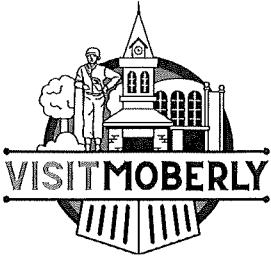
**Report on:** Tourism Promotion Services Agreement

**Services Completed:**

- Started on t-shirt design for Junk Junktion
- Greeted Governor Parsons and took images of him arriving in Moberly
- Met with Memory Lanes Bowling Alley Owners about sports tourism
- Discussed Railroad Days 2020 and action plan with Bobby Riley (representative from Moberly Rotary Club)
- Met with KWIX/KRES about plan for radio ads for 2020
- Wrote January tourism blog over Woodsmen Distilling
- Took pictures at a MACC Basketball game & reached out to CCCB for images for sports tourism content
- Worked with the Art Dept. to develop a profile sheet for sports tourism and gathered all data about facilities specs
- Registered for the Missouri Sports Travel Exchange & Missouri Group Tour Exchange
- Continued writing pitches to travel writers and group tour operators
- Finalized January newsletter & sent it out
- Continued working on the 2020 Visitors Guide – developed a layout
- Reworked MDT budget to reflect SEM expenditures
- Continued revisions to Tourism website ([www.moberly.com](http://www.moberly.com)) to optimize performance and information being distributed. Updated content to reflect new events, activities and submissions.
- Generated graphics, content calendar and shared social media posts for all Randolph County events/tourism attractions to promote regional activity
- Promoted all upcoming events on social media, weekly Chamber Chat, submitted them to Moberly Monitor-Index and Missouri magazines
- Restocked hotels and checked in with Comfort Inn, Super 8 and Thompson Campground for monthly reporting
- Answered all calls and emails regarding events and assets in Randolph County.
- Continued updating the community calendar and Tip Tuesday, a weekly tip to all tourism partners
- Identifying potential travel writers with Tourism Consultant and sent pitches

**Services Planned:**

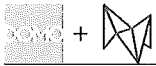
- Continued communicating with Tourism Assets to discuss 2020 programming
- Develop Cooperative Marketing Efforts with Tourism Consultant
- Develop Performance Measures with Tourism Consultant



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Social Media Reporting								
	Dec	Jan						
Facebook-Chamber Page	3,648	3,680						
Facebook-Depot District	605	633						
Facebook-Railroad Days	3,273	3,268						
Facebook-Com Betterment	176	190						
Twitter	462	464						
Instagram	671	707						
Instagram # of posts	557	588						

No ads to report as they are still in progress.



Moberly, MO SEM 4.5 to lov

# Moberly, MO

Owner: No Owner | Shared: 72 People

Add filters to your Dashboard to find new insights.

RESET FILTERS

## Moberly, MO Search Engine Marketing Campaign Monthly Insights

Moberly, MO - Google AdWords SEM - Monthly Campaigns  
917 clicks

Month	Campaign	Clicks	Impressions	CTR	Avg CPC
December 2019	MDT SEM (SEMC-MO) Moberly	917	13,173	6.96%	\$0.59

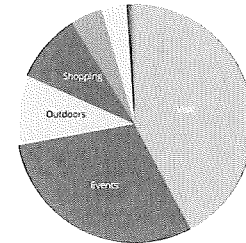
### Search Engine Marketing Analysis & Insights

- December 2019
- 917 clicks were delivered to your website, accounting for 26.62% of your total website sessions.
  - The Visit ad group was the primary traffic driver, with 42.20% of the total clicks
  - Click-through rate averaged 6.96% in Google
  - CTR is a measure of ad effectiveness (clicks divided by Impressions served).
  - Travel Industry average is 4.68%.
  - Cost per click averaged \$0.59 in Google
  - Travel industry average is \$1.53 and was \$0.43 across all Missouri campaigns in December

Moberly, MO - Google AdWords SEM - Monthly Ad Groups  
917 clicks

Month	Ad Group	Clicks	Impressions	CTR
December 2019	Visit	387	5,706	6.78%
December 2019	Events	274	2,627	10.43%
December 2019	Outdoors	88	837	10.51%
December 2019	Shopping	87	2,346	3.71%
December 2019	Lodging	40	914	4.38%
December 2019	Dining	31	649	4.78%
December 2019	Attractions	6	86	6.98%
December 2019	Railroad Days	4	8	50.00%
<b>GRAND TOTAL</b>		<b>917</b>	<b>13,173</b>	<b>6.96%</b>

Moberly, MO - Google AdWords SEM - Monthly Ad Groups  
917 clicks



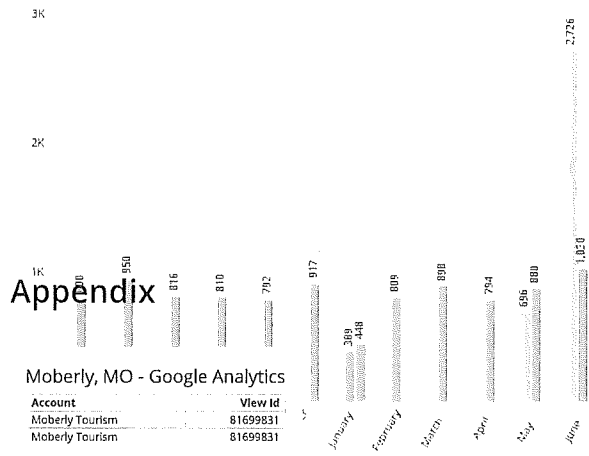
Moberly, MO - Google AdWords SEM - Monthly Top Keywords  
917 clicks

Month	Keyword	Clicks	Impressions	CTR
December 2019	moberly mo	129	1,706	7.56%
December 2019	moberly events	80	269	29.74%
December 2019	things to do in missouri	61	522	11.69%
December 2019	missouri events	47	1,053	4.46%
December 2019	moberly	47	1,357	3.46%
December 2019	missouri tourist attractions	46	439	10.48%
December 2019	events moberly mo	42	174	24.14%

## Cumulative Data



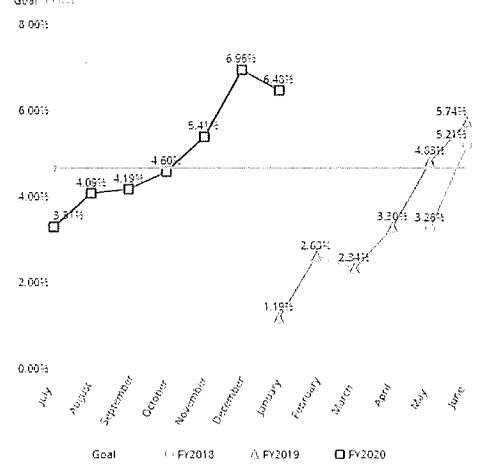
Moberly- Combined SEM - YOY Clicks by Month



Appendix

Moberly, MO - Google Analytics  
 Account: Moberly Tourism  
 View Id: 81699831  
 Moberly Tourism: 81699831

Moberly - Combined SEM - YOY CTR Over Time





**Tourism Promotion Services Agreement**

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**Moberly Area Chamber of Commerce 2019 Service Agreement Billing**

Item Number	Description	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL BILLED
102.000.5212	Advertising	\$ 1,500.00												\$ 1,500.00
102.000.5406	Contract Labor	\$ 5,000.00												\$ 5,000.00
102.000.5411	Administrative Fees	\$ 583.00												\$ 583.00
102.000.5506	Consultant Contract	\$ 7,083.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,083.00



## MAEDC Economic Development Report

December 15, 2019 – January 17, 2020

### MAEDC Activity Highlights

- Discussed marketing strategies with Courtney Hall CMO of Retail Strategies. Company is looking to feature its communities more prominently to wider audiences.
- Met with Marjorie Simpson in Paris to discuss plans for marketing of the Brasch Building. Considered an industry specific marketing plan for specialized businesses.
- Participated in Downtown CID Meeting in Moberly
- Hosted center visit with SBDC to discuss their new technology initiatives.
- Met with Notionfront to discuss 2020 marketing plans
- Visited with Monroe County IDA to review the year and talk about plans for the future.
- Met with Larry Sander about the farm lease at MAIP
- Hosted Project Emerald for the P&Z review in Moberly
- Discussed the 2020 and 2021 auditing services with GKC
- Continued work on Project Emerald
- Closed out another round of PPI projects in downtown Moberly CID
- Finalized details about farm management with Holding Company Executive Committee.
- Held first meeting of the MAIP Joint Board with the City of Moberly and Moberly Holding Company.
- Conference Call with Project Emerald to update on the project
- Met with Chad Haney of Noviqu to discuss the company's progress and potential projects in downtown they are hoping to participate in.
- Met with Dave Patton of Pepco for a BRE visit
- Met with local property owners to discuss a property they have and their potential interest in selling it to a prospect that has approached MAEDC.
- Met with Evergy about their proposed wind power transmission project in NE Missouri.
- Met with MACC Workforce Development center for an update on current projects.
- Met with Chris Dameron Mayor Pro Tem of Glasgow to discuss the relationship with MAEDC and potential avenues to address the City Council.
- Discussed due diligence work with Terracon regarding Project Emerald
- Sent retail space information to two prospects
- Met with Project Medical about planning for the next phase of the project. Prospect did not receive a cultivation or manufacturing license but has plans to continue forward.
- Communicated with Trade & Industry about marketing opportunities for 2020.
- Completed the community survey for the City of Fayette Downtown Redevelopment Project
- Sent Stan Hulett, Mack Pro, information regarding MACC and Missouri One Start customizable training programs
- Prepared MAEDC Board report for period November 18 – December 13, 2019
- Prepared and submitted pay period hours and activity report

- Contacted Abbey Sago, Moberly Regional Medical Center Business Development Office, to schedule a visit with she and Jason Chrisman. Followed with an email providing possible meeting dates
- Met with Dean Miller, Moberly Motors, and discussed workforce and training issues
- Met with Jatin Patel, Comfort Inn Moberly, to introduce MAEDC in person and through our brochure
- Dropped MAEDC brochure off at Dr. Cliff Miller's office
- Met with Dr. Kent Johnson, Smile Dental, to express our gratitude for their ongoing support and leave the MAEDC brochure
- Met with Dr. Michael Berry, Moberly Family Dentistry, to thank him for his support and leave a brochure
- Dropped a MAEDC brochure at Dr. John O'Loughlin's dental office and for Jamie Shirk, Randolph Area YMCA CEO
- Contacted Scott Morris, International Assets Advisory, Glasgow, to request his assistance with seeking the City of Glasgow's support by letter for Socket's grant application to provide 1Gps high-speed fiber optics internet to Glasgow
- Met with Renee Reeter, Kingdom Communications/Phynx Fiber, in Auxvasse to discuss high-speed fiber optic internet progress in Randolph County
- Met with Oneva McClendon, Meadow Ridge Estates, to discuss their current operations and capacity within the assisted-living market
- Talked with Matt Kohly, Socket Telecom, regarding their request for letters of support for a state fiber optics grant opportunity
- Drafted an email request for a letter of support to three Howard County economic development leaders regarding Socket Telecom's soon-to-be application for a state grant to fund 30% of construction cost to build fiber to Glasgow and New Franklin
- Send thank you notes to Dr. Kent Johnson, Smile Dental; Patin Patel, Comfort Inn of Moberly; Dean Miller, Moberly Motors; Jamie Shirk, Randolph Area YMCA; Dr. Michael Berry, Moberly Family Dentistry; Dr. John O'Loughlin, O'Loughlin Dental; Dr. Cliff Miller, Green Hills Vet Clinic; plus action responses to individuals with which I've recently met
- Attended the December MAEDC board meeting
- Refined the MAEDC contact list to determine individuals left to contact
- Sent thank you note to Oneva McClendon, Meadow Ridge Estates
- Spoke with Richard Fowler, Howard Electric Cooperative, regarding his concerns about drafting a letter of support for a Socket Telecom grant
- Followed my call from Richard Fowler with an email to Michael Bugalski sharing Richard's concerns
- Spoke with Casey Imgarten, AirLink Rural Broadband, regarding his desire to apply for the state broadband grant. I supplied him with the website address that outlined the requirements and application process
- Spoke with Randy Railsback, Green Hills Regional Planning Commission Executive Director, regarding an appropriate location to find rural broadband grant opportunities
- Updated contact list with names, phone, and emails

- Met with Jon Rackers, Mid-Am Building Supply, to discuss present and future company plans and leadership. Also discussed workforce issues
- Responded to Amber Overfelt email regarding Missouri's broadband grant opening
- Finalized contact list to capture past few month's activity
- Rescheduled appointment with Barry Orscheln for January 16
- Prepared and submitted pay period hours and activity report
- Made email contact with Gary Dorr, Five Oaks Associates; Allan Moore, Moore & Shryock; Christ Roberts, Central States MEP; Larry Slates, Mid-Missouri Electric; James Bensman, MECO Engineering; James Holman, JT Holman Construction; Shannon Howe, Howe Company LLC; Jeremy Patrick, J Squared Engineering; Todd Mendon, Bulk Industrial; Rusty Dutton, Capital Materials Paving & Construction
- Entered names and contact information into Outlook email program
- Began outline preparation for the January 28 Fayette City Staff Economic Development presentation
- Began preparation of a City of Fayette contact sheet outlining the key individuals city staff and others could contact with economic development questions
- Met with David Fusselman, Fusselman Salvage Co., and discussed commodity trends, workforce issues, and the potential economic consequences of upcoming elections
- Met with Sherwood Mann, Sherwood Signs, and discussed the trends in the sign business and changes in the quality of work generated by the younger generation
- Spoke with Mike Sartori, Fastenal, and dropped information for General Manager Renee Kuehl
- Dropped information for Eric Clark, Branch Manager, at Plumb Supply
- Dropped information at Cardinal Health and found there is no manufacturing manager on site at this time
- Met with Bob Long, NEMO Electric, to discuss the state of their business and issues they face
- Dropped information for Aaron Miller, Precision Line Printing
- Dropped information for Joe Orwig, Mid-Continent Livestock Supplements, and talked with Neal Brunkhorst regarding the business
- Responded to various emails and scheduled a meeting for Michael with Bill and Louise Walters in Higbee
- Updated contact lists with most recent visits. Prepared and sent thank you emails to David Fusselman, Chris Long, Renee Kuehl, Eric Clark, Aaron Miller, Sherwood Mann, and Joe Orwig
- Dropped off MAEDC information for Casey Imgarten, Air Link Rural Broadband LLC
- Sent email to Chuck Lawber, DSV Supply Chain, outlining the workforce training resources available through MACC and Missouri One Start
- Spoke to Davis Ausmus, Howe Company LLC, to introduce myself and catch up on what is happening in his world
- Spoke to Amber Burnam, Advanced Disposal, that than them for their past support and offer our services related to workforce training or other resources they may need
- Spoke with David Fincher, Central Christian College of the Bible. Scheduled a January 21 mtg
- Contacted Cities of Cairo, Huntsville, Higbee, & New Franklin to schedule presentations to respective Boards of Alderman
- Scheduled a visit with Monroe County Commission for January 13



- Completed add'l prep for the Fayette staff presentation
- Exchanged emails with Chuck Lawber, DSV Solutions, in an effort to schedule a meeting
- Exchanged emails with J.B. Waggoner regarding the upcoming City of Fayette staff training presentation
- Continued preparation for the City of Fayette staff training
- Exchanged emails with Kyley Olson, DSV Solutions, regarding scheduling a meeting with Chuck Lawson and her in February
- Exchanged emails with Samantha Meyer, MACC Workforce Development Center, regarding the status of DSV Solutions application for the Missouri One Start training grant
- Met with Dave Patton, Pepco, and Michael Bugalski to tour the Pepco plant and discuss the current of operations and workforce training needs
- Spoke with Michael Bugalski regarding MAEDC current and future projects
- Send thank you and workforce training contact information to Dave Patton, Pepco
- Scheduled a meeting with Don North, MFA, and Samantha Meyer, MACC Workforce Development Center
- Met with Jason Chrisman, Market Director of Business Development; Abbey Sago, Business Development Specialist; and Brent Parsons, CEO, all with Moberly Regional Medical Center (MRMC), to discuss the Moberly community, local economic development happenings, workforce training and to welcome Brent to his new position
- Followed up with Jason Chrisman and Abbey Sago with contact information for the customizable training available through MACC
- Followed up with Jason Chrisman regarding completing a Facebook Live video with Michael Bugalski and Brent Parsons, CEO @ MRMC
- Met with Scott Morrison, International Assets Advisory, Glasgow to discuss community needs, city council progress, and economic development in general
- Stopped by Monnig Industries to follow up regarding scheduling a status update meeting with the principals
- Met with Jim Aholt, Glasgow Tri-County Bank, and discussed rebuilding relationships and local the local economy
- Met with Les Tuttle, Alpha Media, and discussed local economic development initiatives, business networking opportunities such as Grow Mid-Missouri, and tech/trade school issues
- Joined Michael Bugalski and Lindsey McCormick in discussion with Bill & Louise Walters, Higbee Salvage, regarding a possible real estate opportunity
- Emailed thank you and follow-up responses to Ryan Monnig, Monnig Industries; Scott Morris, International Assets Advisory; Jim Aholt, Tri-County Bank; and, Brent Parsons, Moberly Regional Medical Center
- Scheduled a follow-up appointment between Les Tuttle and Michael Bugalski
- Met with Don North, MFA Oil, to tour their Moberly facility and learn of their business scope
- Spoke with Lloyd Gittemeier regarding his desire to construct an event venue and whether incentive dollars were available to do so
- Continued work on City of Fayette staff presentation
- Met with Michael Bugalski and Samantha Meyer, Brandi Glover, and Sarah Hardison, MACC Workforce Development Center, to find the latest status of customizable training programs

- Followed up by email with Don North with a thank you note
- Followed up by email with Brandi, Samantha, and Sarah to thank them for their time and efforts
- Continued work on City of Fayette staff training outline
- Met with Monroe County Commissioners for quarterly visit
- Met with Lisa Hollingsworth, Paris City Superintendent, regarding current projects and status of city building
- Emailed Fayette Mayor Greg Stidham and J.B. Waggoner regarding the latest projects list for the proposed CID
- Emailed Greg Stidham and J.B. Waggoner the draft City of Fayette staff training outline for review
- Began creation of an Excel contact form for City of Fayette inquiry tracking purposes
- Completed and emailed Excel contact form for City of Fayette inquiry tracking purposes to Fayette Mayor Greg Stidham and J.B. Waggoner
- Reviewed City of Fayette staff training presentation PowerPoint
- Notified Lloyd Gittemeier that no incentives or assistance would be available for the project he contacted us about
- Met with Barry Orscheln to discuss the status of their business entities, workforce issues, and the national political landscape and its potential impact on businesses
- Met with Chris Dameron, Glasgow Mayor Pro Tem, to discuss City of Glasgow economic development issues and steps forward
- Talked with Michael Bugalski regarding projects to take forward at MAEDC
- Emailed Barry Orscheln a thank you note
- Sent a thank you note to Chris Dameron
- Followed up with Ryan Monnig, Monnig Industries, regarding our request for a second meeting to discuss the status of various projects going forward
- Attended and spoke at the Huntsville City Council meeting

#### SBDC Activities

- Met with established business owner in Moberly to discuss SBDC services and resources for supporting growth and expansion.
- Meeting with Greg Tucker discussing upcoming programs and resources becoming available to clients.
- Attended central region monthly SBDC meeting to discuss center updates, address questions, and protocol for large clients going forward.
- Counseled client wanting to provide personal training services in Moberly.
- Continued counsel for green house startup in Linn county.
- Counseled client seeking business registration questions, county permit requirements,
- Worked with client in Columbia MO to find food manufacturing for small scale bottling.
- Meeting with prospective client in Linn county.
- Extended post opening consultation for AirBnb, facilitated the booking process.
- Counseled client in Palmyra wanting to open coffee shop.

- Counseled client in Canton with existing business. Client would like to explore options for expanding business in the off season (students not in session.)
- Counseled client with review of current business plan with plans to expand/increase store frontage and additional services for customers.
- Counseled client in Louisiana MO wishing to improve profits on pallet manufacturing company.
- Continued counsel for Hannibal client opening B&B.
- Continued counsel for Monroe county.
- Met with existing business owner (Randolph Co) to discuss expansion of current business and sales.
- Met with local lender to discuss next stages of lending for client purchasing Fed Ex route.
- Counseled client relocating gun retail from Arizona to Macon, MO.
- Continued counseling services for Depot District Airbnb.
- Provided information for training/workshop events to local lender and their clients.
- Continued counseling for Marion county client regarding business planning and financial projections.
- Participated in PPI scoring for CID program for three local business owners.
- Had meeting with non-banking lender to discuss their products and services for prospective clients.
- Attended Howard County meeting of the minds to visit various county officials, business owners, resources within the county.
- Met with Howard County commissioners to high-level explain my services and benefits to the region, provided examples of current clients in the area, provided input on generating community involvement with special projects.
- acquired a client with commercial kitchen availabilities in Howard county.