

**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  
February 06, 2023  
6:00 PM**

Posted:

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

**1.** Approval Of The City Council Meeting Minutes For January 17, 2023.

**Recognition of Visitors**

**Communications, Requests, Informational Items**

**2.** A Request From Moberly Chamber of Commerce To Hold Their Annual Gus Macker Event and Junk Junktion Event on September 9 & 10, 2023.

**Ordinances & Resolutions**

**3.** An Ordinance Authorizing The City Manager Of Moberly, Missouri To Execute A Cooperative Agreement For Tourism Promotion Services With The Moberly Chamber Of Commerce.

**4.** A Resolution Authorizing The Moberly Fire Department To Submit A Grant Application With The Assistance To Firefighters Grant Program.

**5.** A Resolution Authorizing The City Manager To Execute A Financial Assistance Agreement With The Missouri Department Of Natural Resources For A Glass Recycling Bunker Through The Mark Twain Solid Waste Management District.

**6.** A Resolution Of The City Of Moberly, Missouri, Accepting A Governor's Transportation Cost Share Program Award For Moberly Industrial Park Street Extension And Authorizing The City Manager To Execute An Award Agreement.

**7.** A Resolution Of The City Of Moberly, Missouri, Authorizing An Application To The Missouri Department Of Economic Development For An Industrial Site Grant.

**8.** A Resolution Engaging The Services Of Gilmore & Bell, P.C., As Bond Counsel To The City In Connection With The Future Issuance Of Bonds, Notes Or Other Obligations And Special Counsel To The City In Connection With The Consideration Of Economic Development Incentives.

**9.** A Resolution Recording The Destruction Of Certain Local Government Records.

**10.** A Resolution Authorizing The City Manager To Enter Into An Agreement With Bricton Group, Inc., For Hotel Development Consulting Services.

**11.** A Resolution Authorizing Closing Of Streets And Parking Lots And Public Consumption Of Alcohol For Junk Junktion And The Gus Macker Basketball Tournament.

**12.** A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

**Anything Else to Come Before the Council**

**13.** Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Real Estate And Negotiated Contract. (Closed Statute 610.021) (2,12).

**Adjournment**

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



**MINUTES OF THE  
CITY OF MOBERLY, MISSOURI  
CITY COUNCIL MEETING  
January 17, 2023**

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

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

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

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

A motion was made by Kimmons and seconded by Lucas to approve the minutes of the January 3, 2023, Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons and Lucas. Nays: none. Absent: Kyser.

Brubaker introduced **“A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO TASK ORDERS NUMBERED 17 AND 18 WITH BARTLETT & WEST, INC., SUPPLEMENTING A MASTER AGREEMENT DATED MARCH 3, 2020, TO STUDY SIDEWALK INSTALLATION ALONG NORTH MORLEY STREET AND GRATZ BROWN STREET”** and made a motion for it to be read. Lucas seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons and Lucas. Nays: none. Absent: Kyser. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Lucas to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons and Lucas. Nays: none. Absent: Kyser.

Lucas introduced **“A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING AN APPLICATION TO THE EMERGENCY MANAGEMENT PERFORMANCE GRANT DIRECT ASSISTANCE PROGRAM”** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons and Lucas. Nays: none. Absent: Kyser. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Lucas and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons and Lucas. Nays: none. Absent: Kyser.

Brubaker introduced **“A RESOLUTION ACCEPTING THE BID OF COGENT, INC FOR THE NORTHEAST LIFT STATION CONTROLLER REPLACEMENT AND AUTHORIZING THE CITY MANAGER TO PURCHASE THE REPLACEMENT”** and

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

Lucas introduced **“A RESOLUTION AUTHORIZING SUBMISSION OF A TRANSPORTATION ALTERNATIVE PROGRAM GRANT APPLICATION FOR SIDEWALK CONSTRUCTION ALONG A PORTION OF NORTH MORLEY”** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons and Lucas. Nays: none. Absent: Kyser. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Lucas and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons and Lucas. Nays: none. Absent: Kyser.

Brubaker introduced **“A RESOLUTION APPROVING A LEASE AGREEMENT WITH EXCELAIR8, LLC., FOR PROPERTY LOCATED AT THE OMAR N. BRADLEY AIRPORT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE”** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons and Lucas. Nays: none. Absent: Kyser. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons and Lucas. Nays: none. Absent: Kyser.

Lucas introduced **“A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$610,416.70”** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons and Lucas. Nays: none. Absent: Kyser. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Lucas to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons and Lucas. Nays: none. Absent: Kyser.

Monthly reports were received from various departments.

Members from the News Media present were: Colin Schowe, KWIX KRES Radio Station and Wynona Whitaker, Moberly Monitor Index.

A motion was made by Brubaker and seconded by Lucas to adjourn to a work session followed by a closed session to discuss the status of real estate and negotiated contract. (Closed Statute 610.021)(2,12). Ayes: Jeffrey, Brubaker, Kimmons and Lucas. Nays: none. Absent: Kyser.

### Work Session

The following was discussed at the work session:

A New Ordinance Regulating The Smoking Of Marijuana In Public Places And Meetings.

An Ordinance Authorizing The City Manager Of Moberly, Missouri To Execute A Cooperative Agreement For Tourism Promotion Services With The Moberly Chamber Of Commerce.

A Request For The Closing Of Certain Streets In The Downtown Area In Support Of The 2023 Junk Junktion & Gus Macker On September 9 And 10, 2023. *Dustin Pollard from The Brick restaurant at 107 N Williams Street was present*

*and addressed the Council asking for their consideration to find another solution instead of closing the street in front of his business on N Williams Street during Junk Junktion and Gus Macker. The council thanked him for his comments.*

A Resolution Authorizing The City Manager To Enter Into An Agreement With Bricton Group, Inc., For Hotel Development Consulting Services.

Discussion Of Accepting The Government Cost Share Funding.

DRAFT

# City of Moberly City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** Police  
**Date:** February 7, 2023

**Agenda Item:** A Request From Moberly Chamber of Commerce To Hold Their Annual Gus Macker Event and Junk Junktion Event on September 9 & 10, 2023.

**Summary:** Moberly Area Chamber of Commerce is requesting permission to hold the 2023 Junk Junktion and Gus Macker Street basketball tournament on September 9 and 10, 2023 in the Depot District in downtown Moberly. They also request street closures, prohibited parking on some streets and parking lots beginning on Thursday Sept. 7 at 6:00pm through Sept 10 at 7:00pm, use of municipal parking lots and a beer garden on N 5<sup>th</sup> street for Sept. 8<sup>th</sup> at 6:00pm to Sep. 10<sup>th</sup> at 7:00pm and 18<sup>th</sup>, 2023. See attached request letter from Moberly Chamber of Commerce, Meghan Schmitt, and the attached map.

**Recommended Action** Approve this request.

**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 checked="" 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>Kyser</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Lucas</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed



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

January 3, 2022

**REVISED February 1, 2023 (revisions highlighted)**

To: City of Moberly

RE: Junk Junktion & Gus Macker – Saturday, September 9, 2022 & Sunday, September 10, 2022

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

1. Permission to hold:
  - The Gus Macker Basketball Tournament on North **Clark** from Rollins to Coates Street and the **Moberly Parks & Recreation parking lot and city hall parking lots** on Saturday, September 9<sup>th</sup> and Sunday, September 10<sup>th</sup>
  - Junk Junktion Vintage Vendor Market on the 100, 200, 300, 400 & 500 blocks of W Reed Street on Saturday, September 9<sup>th</sup> and Sunday, September 10<sup>th</sup>
  - Moberly Parks and Recreation parking lot on the corner of N Clark & W Reed Saturday, September 9<sup>th</sup> and Sunday, September 10<sup>th</sup>
  - JROTC Patriot Car Show on 4<sup>th</sup> Street Saturday, September 9<sup>th</sup>
  - Food & beer garden on North 5<sup>th</sup> Street Saturday, September 9<sup>th</sup> and Sunday, September 10<sup>th</sup>.
2. Permission to close the following streets from 6:00pm on Friday, September 8<sup>th</sup> to 7:00 pm on Sunday, September 10<sup>th</sup> at the following locations:
  - The 100, 200, 300, 400 & 500 blocks of W Reed Street
  - 4<sup>th</sup> Street **in the highlighted areas on map**
  - 5<sup>th</sup> Street **in the highlighted areas on map**
  - **North Williams in the highlighted areas on map**
  - **City Hall Parking lot**
  - Moberly Parks and Recreation Parking Lot on the corner of N Clark & W Reed St
  - The Depot Park parking lot
3. Permission to close the following streets from 6:00pm on Thursday, September 7<sup>th</sup> through Sunday, September 10<sup>th</sup> at 7:00pm at the following locations:
  - **Clark** from Rollins to Coates Street
  - The parking lot directly West of the Moberly Municipal Auditorium
4. Permission to prohibit parking on the following streets from 6:00pm on Friday, September 8<sup>th</sup> to 7:00 pm on Sunday, September 10<sup>th</sup>:
  - In the 100, 200, 300, 400 & 500 blocks of Reed Street
  - 4<sup>th</sup> Street **in the highlighted areas on map**
  - 5<sup>th</sup> Street **in the highlighted areas on map**
  - **West Coates Street in the 300 and 400 block parking spaces (for Car Show Overflow)**
  - Depot Park Parking Lot
  - Moberly Parks and Recreation parking lot on the corner of N Clark & W Reed
  - **City Hall Parking Lot**
5. Permission to prohibit parking on the following street from Thursday, September 7<sup>th</sup> at 6:00pm through Sunday, September 10<sup>th</sup> at 7:00pm

- **Clark** from Rollins to Coates Street
6. Public consumption ordinance to be lifted in the street and on the sidewalks starting at 9:00am on Saturday, September 9<sup>th</sup> through 5:00pm on Sunday, September 10<sup>th</sup> during Junk Junktion & Gus Macker for event participants using designated glassware and identifying wristbands:
    - On the 100, 200, 300, 400 & 500 blocks of Reed Street
    - 4<sup>th</sup> Street from Rollins to Coates Street
    - 5<sup>th</sup> Street from Rollins to Coates Street
    - North Williams from Rollins to Coates
    - The parking lot directly West of the Moberly Municipal Auditorium
    - In the 100, 200, 300, 400 & 500 blocks of W Coates St
    - Parking Lot across from the Moberly Parks and Recreation
    - Depot Park
    - N Clark Street from intersection of Franklin to Rollins
  7. Permission to place a tent in the **Moberly Parks and Recreation parking lot for Gus Macker registration**
  8. Permission to hang a Junk Junktion & Gus Macker Event Banners on the Pedestrian Bridge over Rollins Street.
  9. Permission to use 220 and 219 Reed for Gus Macker Fire & Police Headquarters.
  10. **Permission to use the Municipal Conference Room for Volunteer Hospitality**

This event was established in 2018 to enhance MHS Homecoming weekend. Due to the lack of volunteers and students able to participate in Gus Macker we made the decision to move the weekend away from Homecoming in 2022. Today this event is now Moberly's largest tourism event, bringing in over 12,000 attendees from the weekend. Not only does this event support businesses in the Depot District, but it supports businesses throughout town and surrounding counties in hotel stays. In 2022, 490 zip codes were received from 122 different counties in 13 different states with an estimate of around 13,000 people in attendance.

Vendors will again set up in the street to sell their items in the 100, 200, 300, 400 and 500 blocks of Reed Street and the car show will be held on 4<sup>th</sup> Street from Rollins to Coates Street. With concern for public safety in mind we request to close **portions of** 4<sup>th</sup> Street, 5<sup>th</sup> Street and **Williams Street** for emergency access only.

We would like to request that N Clark Street & the 200 & 300 block of Coates Street be closed to thru traffic and used for emergency access only. Vendor parking only will be allowed on N Clark Street so emergency vehicles can go through this street.

Volunteers will be stationed at the intersection of Coates and Clark as well as Clark and Rollins to direct vehicles around the closed streets. Barricades that the volunteers can easily move for emergency vehicles will also be placed at these intersections.

We will continue to space vendors further apart, have hand sanitizer stations and provide masks if the COVID-19 pandemic is still prevalent. Retail, restaurants, hotels/airbnbs and attractions throughout town will each be notified of the event. Residents and businesses in the road closure zones will be notified of the closure directly through mailed letters and posted signs.

**Moberly Area Chamber of Commerce**

211 West Reed Street | Moberly, MO 65270

phone 660.263.6070 | fax 660.263.9443

[www.MoberlyChamber.com](http://www.MoberlyChamber.com)

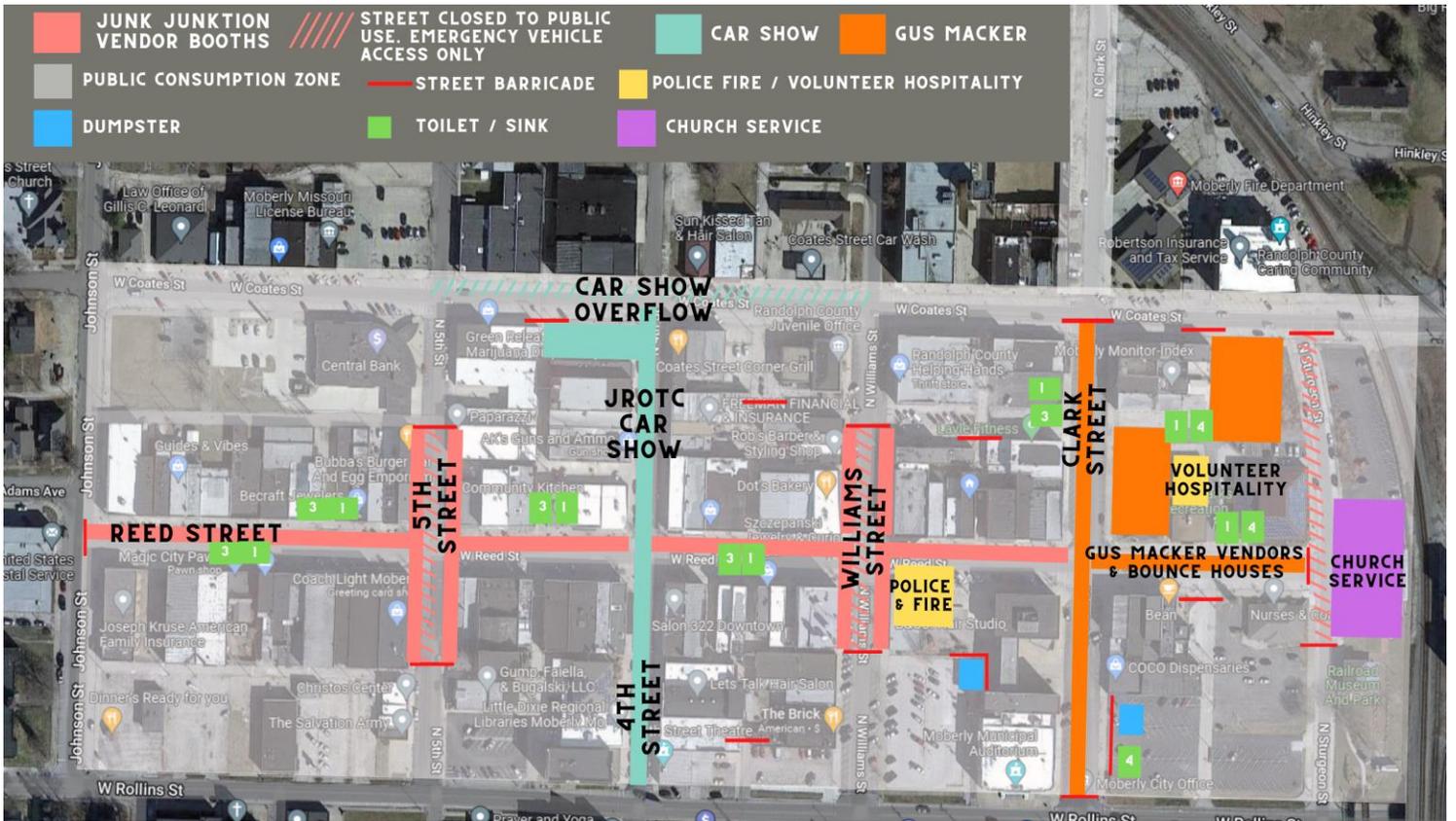
In 2019, 2020, 2021 and 2022 we imitated the Taste of Missouri Wine Stroll by requesting enforcement of the ordinances regarding the open container and consumption of alcohol be lifted temporarily in Downtown Moberly. Attendees will again be able to purchase alcoholic beverages from licensed alcohol vendors and participating downtown restaurants in the 100, 200, 300, 400 and 500 blocks of both Reed and Coates and “sip and shop” during the event in the street and on the sidewalks. Alcohol vendors will be required to card and armband those attendees approved to drink alcohol during the event. Alcohol vendors will serve alcohol in designated cups to be used within the specified areas.

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

Thank you for your time and consideration.

Sincerely,

Megan Schmitt  
Executive Director – Moberly Area Chamber of Commerce



# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #3.

Department: Administration

Date: February 6, 2023

**Agenda Item:** An Ordinance Authorizing The City Manager Of Moberly, Missouri To Execute A Cooperative Agreement For Tourism Promotion Services With The Moberly Chamber Of Commerce.

**Summary:** Attached is the Chamber's proposal for the 2023 Tourism Contract. We have a cost for services at \$85,200. These funds will be used to promote events and attractions. Our marketing plan also allows for radio and print advertising in addition to the social media ads. The Marketing Plan is still very heavy on social media advertising so that we can easily track engagement and see ROI on our advertising investment.

**Recommended**

**Action:** Approve this ordinance

**Fund Name:** Non-Resident Lodging Tax Fund/Contract Services

**Account Number:** 102.000.5406

**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 checked="" type="checkbox"/> Proposed Ordinance	M___ S___ <b>Jeffrey</b>	___	___
<input checked="" 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>Kyser</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Lucas</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

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

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT FOR TOURISM PROMOTION SERVICES WITH THE MOBERLY CHAMBER OF COMMERCE.**

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

**SECTION ONE:** The City and the Moberly Chamber of Commerce successfully joined forces in 2021 to bring tourism to Moberly by entering into a cooperative agreement which provided for such services.

**SECTION TWO:** Attached hereto is a Tourism Promotion Services Agreement whereby the Chamber of Commerce will provide tourism services to the city in exchange for the payment of \$85,200.00 for the calendar year of 2023.

**SECTION THREE:** The City Manager of Moberly, Missouri is hereby authorized to execute the attached Agreement and take such other and further steps as may be needed to effectuate the terms of the Agreement.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri, this 6th day of February 2023.

**ATTEST:**

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

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

CITY OF MOBERLY  
TOURISM PROMOTION SERVICES AGREEMENT

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The City of Moberly (“City”) and the Moberly Chamber of Commerce (“Chamber”), referred to collectively as the “Parties,” enter into the following Agreement for Tourism Promotion services:

I. Scope: The Chamber shall provide tourism promotion services for the City. Tourism promotion shall mean activities and expenditures designed to increase tourism to the City. Tourism promotion activities may include, but are not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists to the City. The Chamber shall annually provide to the City a marketing and work plan, setting forth its goals and objectives for successful tourism promotion. The Chamber shall contract for services of a professional destination consulting services to conduct a Tourism Strategic Plan for the City of Moberly as attached to this agreement.

II. Term: This agreement shall commence on the date of execution of this Agreement and shall continue in full force and effect until December 31, 2023 unless terminated earlier pursuant to Section IX of this Agreement.

III. Compensation: In consideration of the services provided pursuant to this Agreement the City shall pay the Chamber an amount of \$85,200 annually. These funds may be paid monthly in an amount equal to \$7,100.00 per month.

The Chamber shall submit periodic billing statements detailing activities and services performed by the Chamber specifically promoting tourism in the City of Moberly including measurable results. Upon receipt of a conforming billing statement, the City shall promptly process payment within 30 days. If a billing statement does not conform to this Agreement, the City may withhold payment until the statement is brought into compliance. Such withholding does not relieve the Chamber of its obligations under this Agreement.

The Chamber shall not perform work beyond the Scope of Work, nor shall be compensated for such work, unless the Scope of Work or amount of compensation is modified pursuant to this Agreement.

IV. Relationship of Parties: The Chamber represents that it is skilled in the matters addressed in the Scope of Work and is performing independent functions and responsibilities within its field of expertise. The Chamber and its personnel are independent contractors and not employees of the City. The Chamber and its personnel have no authority to bind the City or to control the City’s employees and other contractors. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub consultants of the Chamber. The Chamber will be solely

and entirely responsible for its acts and for the acts of the Chamber’s agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work.

As an independent contractor, the Chamber is responsible for its own management. The City’s administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over the Chamber or its personnel. As an independent contractor, the Chamber is responsible for payment of all taxes and licensing fees necessary to perform its obligations under this Agreement. These taxes and fees include but are not limited to State industrial insurance, Business & Occupation, State professional licensing, and City business licensing. If any taxes or fees due the City have been declared delinquent, the City may withhold the delinquent amount, plus any additional charges arising from the delinquency, from any payments due to the Chamber.

V. Indemnification: The Chamber shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the performance of this Agreement, except for that portion of the injuries and damages caused by the City's sole negligence.

The City's review or acceptance of any of the work when completed shall not be grounds to avoid any of these covenants of indemnification.

The provisions of this section shall survive the expiration or termination of this Agreement.

VI. Insurance: Prior to and during the performance of the work covered by this Agreement, the Chamber shall make available, upon request from the Director of Finance for the City, the evidence that it has obtained and maintains in full force and effect during the term of this Agreement comprehensive general liability insurance coverage. In the event the Chamber organizes, promotes or sponsors an event involving the sale or consumption of food or alcoholic beverages, the Chamber shall also provide evidence, upon request from the City, that it has obtained products liability and liquor liability insurance of at least \$1,000,000.00 per occurrence, for each event. The City shall be named as additional insured and a copy of the appropriate additional insured endorsement shall be provided to the City’s Director of Finance. The Director of Finance shall be provided thirty (30) days written notice of any cancellation of said insurance.

VII. General Conditions:

A. Reports and Information: The Chamber shall attend all quarterly Moberly Tourism Commission meetings and provide a report on activities for the previous quarter. The Chamber shall furnish monthly reports and documents on matters covered by this Agreement to the City Council. The reports and documents shall be furnished in the time and form requested. Such reports and

documents shall include: list of all tourism activities conducted on behalf of the City, special events sponsored by the Chamber, the estimated number of tourists and/or persons traveling to the destination, and the estimated number of lodging stays generated per tourism-related event.

B. Work Performed at the Chamber's Risk: The Chamber shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Chambers own risk, and the Chamber shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

C. Place of Work: The Chamber shall perform the work authorized under this Agreement at its offices in Moberly, Missouri or at the offsite office of an independent contractor. Any necessary meetings with the City staff shall take place at the City's offices, or at locations mutually agreed upon by the parties.

D. Entire Agreement: This Agreement and its Exhibits constitutes the entire agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

E. Severability: Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.

F. Modification: This Agreement may only be modified by written instrument signed by both Parties.

G. Written Notices: All communications regarding this Agreement shall be sent to the parties at the addresses listed below by registered or 1st class mail, or by personal service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

ADDRESS:  
City of Moberly  
Attn: City Clerk  
101 West Reed Street  
Moberly, MO 65270

ADDRESS:  
Moberly Chamber of Commerce  
Attn: Executive Director  
211 West Reed Street  
Moberly, MO 65270

H. Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

I. Non-Waiver of Breach: The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

J. Compliance with Laws: The Chamber shall comply with all applicable Federal, State, and local laws in performing its obligations under this Agreement.

K. Choice of Law and Venue: This Agreement shall be interpreted according to the laws of the State of Missouri. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Randolph County District Court.

L. Attorneys' Fees: In the event of litigation to enforce any of the terms or provisions herein, each party shall pay all its own costs and attorney's fees.

M. Assignment: Any assignment of this agreement by the Chamber without the written consent of the City shall be void.

VIII. Nondiscrimination: The Chamber shall not discriminate in employment or services to the public on the basis of race, color, national origin, sex, religion, age, marital status, sexual orientation or disability, except for employment actions based on bona fide occupational qualification.

IX. Termination: This Agreement may be terminated by either party for convenience upon sixty (60) days written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within five (5) days of written notice and diligently completes the correction thereafter. Upon such termination, City will be entitled to reports showing the status of all services the Chamber is providing to the City as of the effective date of termination.

X. Termination of Other Contracts. This Agreement shall supersede all prior Agreements between the parties relating to the use of Hotel/Motel Tax.

CITY OF MOBERLY

MOBERLY CHAMBER OF COMMERCE

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

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

Name: Brian Crane

Name: Tim Siedel

TITLE: City Manager

TITLE: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

# City of Moberly City Council Agenda Summary

Agenda Number: #4.

Department: Fire

Date: February 6, 2023

**Agenda Item:** A Resolution Authorizing The Moberly Fire Department To Submit A Grant Application With The Assistance To Firefighters Grant Program.

**Summary:** The grant application would be to purchase a new breathing air compressor and fill station. These new pieces of equipment would be a vital improvement for the safety of our firefighters and our citizens. This equipment would be to let the department utilize their current SCBA bottles/packs at a better level. Our current system does not have the capability to fill the bottles to their highest capacities, which cause personnel to leave the firefighting duties during a fire sooner than having a full bottle. The cost application asks for a total of \$50,000.00 with a match required. The Federal share of this grant would be \$47,619.05 and the City of Moberly's share would be approximately \$2,380.95. The city share is dependent upon the model selected and is subject to change.

**Recommended**

**Action:** Approve the Resolution

**Fund Name:** Grant Match Funds

**Account Number:** 100.008.5505

**Available Budget \$:** \$0.00

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 checked="" 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>Kyser</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ <b>Lucas</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		Passed	Failed
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____			

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

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MOBERLY FIRE DEPARTMENT TO SUBMIT A GRANT APPLICATION WITH THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM.**

**WHEREAS**, the Moberly Fire Department has an opportunity to seek grant funds from FEMA’s Assistance to Firefighters Grant Program for fire equipment; and

**WHEREAS**, grant funds would be used to purchase a new breathing air compressor and fill station; and

**WHEREAS**, the grant request will be for Fifty Thousand Dollars (\$50,000.00) with a required local match of approximately five (5%) percent depending on the cost of the equipment.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby directs the City Manager or his designee to make an application to the Assistance to Firefighters Program for equipment purchases and authorizes a match of grant funds and to take such further action as may be necessary to obtain funding for the historic preservation plan.

**RESOLVED** this 6th day of February 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

# Fiscal Year (FY) 2022 Assistance to Firefighters Grants

Status: Pending submission

## Application ID: EMW-2022-FG-03893

OMB number: 1660-0054, Expiration date: 11/30/2023 [View burden statement](#)

## System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

### **MOBERLY, CITY OF**

Information current from SAM.gov as of:  
**12/16/2022**

UEI-EFT:  
**ZFDYKNHMPTK9**

DUNS (includes DUNS+4):  
**080020845**

Employer Identification Number (EIN):  
**436002348**

Organization legal name:  
**MOBERLY, CITY OF**

Organization (doing business as) name:

Mailing address:  
**101 W REED STREET MOBERLY, MO 65270-1554**

Physical address:  
**101 W REED ST MOBERLY, MO 65270-1554**

Is your organization delinquent on any federal debt?  
**N**

SAM.gov registration status:  
**Expired as of 12/14/2022**

We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

## Applicant information

Please provide the following additional information about the department or organization applying for this grant.

**Applicant name (i.e., fire department name)**

Moberly Fire Dep

**Main address of location impacted by this grant**

**Main address 1**

310 N. Clark Stre

**Main address 2** *Optional*

**City**

Moberly

**State/territory**

Missouri

**Zip code**

65270

**Zip extension**

1554

**In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?**

Randolph

**Applicant characteristics**

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

**Applicant type**

Fire Department/ Fire District

**Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on**

**behalf of your organization and any number of other participating eligible organizations within your region.**

- Yes
- No

**What kind of organization do you represent?**

All Paid/ Career

**How many active firefighters does your department have who perform firefighting duties?**

24

**How many of your active firefighters are trained to the level of Firefighter I or equivalent?**

21

**How many of your active firefighters are trained to the level of Firefighter II or equivalent?**

20

**Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?**

- Yes
- No

**Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)**

- Meets NFPA or 1582 standard
- Meets NTSB or DOT standard
- Meets State/Local standard

**Please describe in the box below your training program and your plans to bring your membership up to Firefighter II.**

We are currently running three personnel short of full staffing levels. The department is in the process of hiring back to full strength at the time of this application. Of the remaining personnel, the department has one individual that is in the process of obtaining his Firefighter II certification. Dependent upon staffing hires, we would be back up to full staff with all personnel to the FF II level. If staffing hires do not have the certification, it is standard that those employees would be sent to a training academy to obtain the certification within a year of hire. We strive to meet NFPA training standards throughout the year with all personnel.

**How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic?**

7

**Does your department have a Community Paramedic program?**

- Yes
- No

**How many stations are operated by your department?**

2

**Does your organization protect critical infrastructure of the state?**

- Yes
- No

**Please describe the critical infrastructure protected below.**

The MFD District protects critical infrastructure of multiple types in our first due territory. This includes, but not limited to: Chemical - there are two cross-country pipelines which run through the city, 3 other pipelines are located on the outskirts edges of the southern city limits, and a total of nine petroleum pipelines which cross through the county; Communications - 911 dispatch center serving approximately 27,000 residents and businesses, Southwestern Bell switching station, cell towers, radio stations; Manufacturing/Production - Everlast athletic equipment, Orscheln Industries Farm and Home chain, Swift Foods bacon plant, Walmart Distribution Center of frozen foods, Mid-Am Supply of building materials; Transportation - several State and US Highways, Norfolk and Southern Railway terminal, commercial and private air service; Education - 2 colleges; Correctional - State of Missouri Correctional facility; Healthcare - Moberly Regional Medical Center, 5 residential facilities, nursing homes, and county health center; Electric & Fuel - multiple sub-stations of electric and gas supply for the City; and Water - City of Moberly's water supply and wastewater treatment facility.

**Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant.**

- Yes
- No

**Please enter your FDIN/FDID.**

08802

**Do you offer live fire training?**

- Yes
- No

## Operating budget

What is your organization's operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current Fiscal Year

2023

Fiscal Year	Operating budget
2023	\$1,919,348.00
2022	\$1,841,898.00
2021	\$1,828,919.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?

86 %

Does your department have any rainy day reserves, emergency funds, or capital outlay?

Yes

No

What percentage of the declared operating budget is derived from the following	2023	2022	2021
Taxes	100 %	89 %	95 %

What percentage of the declared operating budget is derived from the following	2023	2022	2021
Bond issues	0 %	0 %	0 %
EMS billing	0 %	0 %	0 %
Grants	0 %	11 %	5 %
Donations	0 %	0 %	0 %
Fund drives	0 %	0 %	0 %
Fee for service	0 %	0 %	0 %
Other	0 %	0 %	0 %
<b>Totals</b>	100 %	100 %	100 %

**Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.**

The MFD is not capable of funding this project of enhancement of the departments' PPE. The MFD FY21 budget (\$1,919,348) and FY22 budget (\$1,824,225) are typical for the city. The average is approximately 88% of the budget is for wages and benefits, with the remainder (9%) being used for the departments' operating expenses. The MFD has no other options for funding of this project. The City of Moberly is in the top 10% for the highest sales tax in the State of Missouri, yet they are still struggling financially. Budgets over the last several years have been scrutinized carefully in order to improve the financial standing and reserves of the city. The current City Council is not interested in discussing any form of tax increase to the citizens and revenue generation has stalled due to the nationwide COVID climate. From April 2010 to the

2019 Census, the city has had a population decrease of 2.6%. This is another loss of tax revenue for the city and the services it provides. Moberly has an average median income of \$38,321 (State of MO average of \$57,409 and the national average of \$67,521). People in poverty in Moberly is 21.2% (State is at 13.2% and the national average is 13.1%). You combine our higher tax rate with these figures and you can see that it makes it hard to maintain and/or improve the provision of services in a cost-effective manner. Due to the city's financial policies and available funding, combined with the community's demographics (shrinking/aging population and lower household income average) one can see that this creates a hardship to meet the operating equipment needs of the MFD. One also must include the health and safety of the personnel when considering our ability to protect them from the increased risks of contracting cancer. The City of Moberly supports this project and will provide the necessary 10% match of \$4,670.00 required for the AFG.

**In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?**

- Yes
- No

**Other funding sources**

**This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?**

- Yes
- No

**This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?**

- Yes
- No

**Please provide an explanation for other funding sources in the space provided below.**

The City received an AFG last fiscal year for two sets of turnout gear/fire equipment washers and dryers. The grant has not been completed at this time of application.

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## Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2022	2021	2020
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
What is the total number of members with self-inflicted fatalities over the last three years?	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.

**Seated riding positions**  
The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero.

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface	2	2	16
Ambulances for transport and/or emergency response	0	0	0
Tankers or tenders (water capacity of 1,000 gallons or more)	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint	1	0	4
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine	1	0	2
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit	0	0	0
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender,	3	0	6

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle			

How many ALS Response vehicles are in your fleet?

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume?

- Yes
- No

### Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served

City

What type of community does your organization serve?

Suburban

What is the square mileage of your first due response zone/jurisdiction served?

What percentage of your primary response area is protected by hydrants?

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
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Agriculture, wildland, open space, or undeveloped properties	<input type="text" value="30"/>
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What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Commercial and industrial purposes	40
Residential purposes	30
<b>Total</b>	100

**What is the permanent resident population of your first due response zone/jurisdiction served?**

13615

**Do you have a seasonal increase in population?**

- Yes
- No

**What is your seasonal increase in population (number of people)?**

900

**Please describe your organization and/or community that you serve.**

The Moberly, Missouri Fire Department (MFD) is a small fully career fire department that provides fire protection for the City of Moberly. The Moberly Fire District encompasses 14 square miles and has a population of 13,615 people (2019 City-Data). The Moberly City Council is the governing body of the MFD and all department heads go through the City Manager prior to addressing Council. The MFD is considered a suburban fire department. The MFD mission is to provide the highest level of public safety and customer service through collaboration, communications, and professional response to all hazardous emergencies with honor and compassion to those in need, as well as providing prevention education to the public. The MFD provides for protection, hazardous materials operations level, and basic life support through EMS assists with the county ambulance service. We also are trained in confined space, trench, water, and ice rescues. The department staffing level is 25 firefighters which includes 1 administrative staff and 24-line firefighters. Members are trained to NFPA 1001 and 1002 compliance standards and receive physicals in compliance with NFPA 1002 and 1582 standards. The MFD operates from 2 fire stations with a fleet of 1 aerial apparatus, 4 engines, 1 brush truck, 1 command pickup, 1 Fire Chief car, and 2 support pickup trucks. The City of Moberly currently has an ISO rating of 4/4X. Our community has a multitude of industries and businesses. There are 1,145 business and industries and 40 buildings taller than 4 stories. The MFD District has a variety of firefighting hazards and critical infrastructure. Some of the infrastructure would include: the City's water supply; wastewater treatment facility; Southwestern Bell switching

station; multiple sub-stations of electrical and gas supply for the city and the region; 5 residential care facilities; and a hospital. There is the Randolph County 911 dispatching center, which serves approximately 27,000 residents and businesses. Moberly has 2 colleges and a Missouri Correctional Center that houses approximately 1,200 offenders within the city limits. There are several transportation sector concerns, as Moberly is intersected by 2 major highways (hwy. 63 and Hwy. 24). These routes are major thoroughfares for numerous shipments daily of commercial traffic, including hazardous materials. The city is also a major railway terminal for Norfolk and Southern Railroad, which the railroad dissects the city in half. There are 2 cross-country pipelines which run through the city, 3 other pipelines are located on the outskirts edges of the southern city limits, and a total of 9 petroleum pipelines which cross through the county.

## Call volume

Please provide the total number of incidents that your organization responded to for each year of the previous three year period (Jan - Dec). Include only those alarms which your organization was a primary responder and not second due or giving Mutual Aid.

Note: Each incident must be counted only once regardless of the number of units or agencies that responded to that incident (e.g. a vehicle fire with entrapment and injuries may be counted as a vehicle fire or a rescue call or an EMS call, but not all three).

## Summary

Summary of responses per year by category. Enter whole numbers only. If you have no calls for any of the categories, enter 0.

Summary of responses per year per category	2022	2021	2020
NFIRS Series 100: Fire	110	72	80
NFIRS Series 200: Overpressure Rupture, Explosion, Overheat (No Fire)	2	0	1
NFIRS Series 300: Rescue & Emergency Medical Service Incident	839	604	376
NFIRS Series 400: Hazardous Condition (No Fire)	38	64	52

Summary of responses per year per category	2022	2021	2020
NFIRS Series 500: Service Call	279	255	156
NFIRS Series 600: Good Intent Call	85	72	67
NFIRS Series 700: False Alarm & False Call	98	58	64
NFIRS Series 800: Severe Weather & Natural Disaster	1	2	2
NFIRS Series 900: Special Incident Type	44	12	6
<b>Total</b>	1496	1139	804

## Fire

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2022	2021	2020
Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-123)?	18	21	22
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)?	13	9	13

How many responses per year per category?	2022	2021	2020
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)?	<input type="text" value="17"/>	<input type="text" value="10"/>	<input type="text" value="5"/>
<b>Total</b>	48	40	40

What is the total acreage of all vegetation fires? Enter whole numbers only. If you have no vegetation fires, enter 0.

Total acreage per year	2022	2021	2020
What is the total acreage of all vegetation fires?	<input type="text" value="0"/>	<input type="text" value="1"/>	<input type="text" value="1"/>

## Rescue and emergency medical service incidents

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2022	2021	2020
Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)?	79	47	23
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)?	2	0	2
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)?	3	2	8
How many EMS-BLS Response Calls?	839	604	376
How many EMS-ALS Response Calls?	0	0	0
How many EMS-BLS Scheduled Transports?	0	0	0
How many EMS-ALS Scheduled Transports?	0	0	0
How many Community Paramedic Response Calls?	0	0	0
<b>Total</b>	<b>923</b>	<b>653</b>	<b>409</b>

## Mutual and automatic aid

How many responses per year by category? Enter whole numbers only. If you have no calls for any of the categories, enter 0.

How many responses per year per category?	2022	2021	2020
How many times did your organization receive Mutual Aid?	2	1	0
How many times did your organization receive Automatic Aid?	0	0	0
How many times did your organization provide Mutual Aid?	3	1	0
How many times did your organization provide Automatic Aid?	0	0	0
Of the Mutual and Automatic Aid responses, how many were structure fires?	2	1	0
<b>Total</b>	<b>7</b>	<b>3</b>	<b>0</b>

### Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to \$50,000 in federal resources.

- Yes
- No

#### Instructions

If you intend to request funds for an activity, you must answer all of the activity specific questions and specify at least one budget item [budget object class information](#). The cost figures you provide do not have to be firm quotes from your vendors, but they should be estimated based on research of current prices (i.e., check with at least two vendors for your estimates). If you do not have these estimates, you can come back and modify this area at any point before you submit your application to DHS. The Assistance to Firefighters Grant Program does not allow for any grant funds to be used for construction. Select grant writer fee when adding an activity if there is a grant-writing fee associated with the preparation of the request

[Add activity](#)

**Grand total: \$50,000.00**

**Program area: Operations and safety**

**Activity: Equipment**

**\$50,000.00**

Equipment Activity Narratives

**Project Description and Budget: Clearly explain the organization's project objectives and the relationship to your organization's budget (e.g., personnel, equipment, contracts, etc.) and risk analysis by providing statistics to justify the needs. Describe the various activities to be implemented, including program priorities or facility modifications, to include details on how these are consistent with project objectives, your organization's mission and national, state, and/or local requirements. Provide details that link the proposed expenses to operations and safety, as well as to the completion of the project's goals.**

The Moberly Fire Department is pursuing to purchase this equipment to replace an outdated breathing air compressor and fill station. The current equipment is not capable of filling our SCBA bottles to full capacity causing personnel to exit operations quicker, which correlates to more fire loss and possible civilian casualties. The current compressor and fill station is over 18 years old and was not designed to fill the higher psi SCBA bottles that the industry has moved to using and has become the standard. The current system has issues being able to fill the bottles in a timely manner, causing turnaround delays in restocking of bottles on a scene.

Item Request:

Breathing Air Compressor and Fill Station

NFPA Standards to be met:

NFPA 1500 – Standard on Fire Department Occupational Safety, Health, and Wellness Program

\*7.14.5 Protection From Catastrophic Failure (refilling of cylinders)

NFPA 1500 - Standard on Fire Department Occupational Safety, Health, and Wellness Program

\*A7.14.5 no commonly accepted standard comply with NFPA 1901

NFPA 1901 - Standard for Automotive Fire Apparatus

Chapter 24 Air Systems, Section 24.9 SCBA or SCUBA Air Cylinder Fill

Station

NFPA 1989 – Standard on Breathing Air Quality for Emergency Services Respiratory Protection

NFPA 1852 - Standard on Selection, Care, and Maintenance of Open-Circuit Self-Contained Breathing Apparatus

\*7.3.4 SCBA Cylinders to Be Filled As Soon As Possible

Budget:

The requested \$50,000.00 for equipment the department, is an estimate determined by using retail pricing. Pricing was for a standard set of commercial grade/quality air compressor and fill station for the purpose of proper use and filling of our department SCBA bottles. We have secured quotes for all items, which may change due to cost increases between date of application and award of grant.

This equipment purchase is a high priority purchase as it is a needed piece of equipment that could be used to replace or supplement our current air system. The current system is approximately 18 years old and is not designed to fill our current bottles to their capacity. We are currently using 4500 psi bottles and the current system will not fill the bottles to their maximum level. This is a critical point of safety considering personnel are not having a "full" bottle when entering incidents requiring the use of SCBA. High costs associated with this equipment and the financial strain that it would cause our budget, make this a difficult venture for the department. Having the ability to provide personnel with a "full" bottle will not be possible any time in the near future. We are seeking to enhance our current capabilities by this acquisition as we currently have no filling capabilities at our second station. Having a filling location at each station allows the added convenience of using the closest station to refill bottles during incidents. The City of Moberly is also in the process of moving forward towards the development of a new main fire station (shuttling our second station in the process which currently does not have a filling station for the SCBA).

**Cost Benefit: Describe how you plan to address the operations and personal safety needs of your organization, including cost effectiveness and sharing assets. The Operations and Safety Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The request should also be consistent with your organization's mission and identify how funding will benefit your organization and affected personnel.**

The benefits of obtaining the air compressor and fill station equipment clearly outweigh the costs. As the department responds to 49.67 motor vehicle accidents, 11.67 vehicle fires, 20.33 structure fires, and 51.33 hazardous conditions calls on average over the last three years, it is

clear the amount of use this equipment will likely see on a regular basis. Currently we are using our only air system that is over 18 years in age, showing signs of failures and the higher probability of increased maintenance costs. The department has no options moving forward to be able to improve our capabilities except the addition of a new compressor and fill station. The current system fails in two major ways, the first being unable to fill current bottles to their maximum capacity and secondly - the slower fill-rates causing slower turnaround times to get the bottles back into service. The City’s financial considerations do not allow the department to make the large capital investment for securing this new system, which would ease the urgent need for this equipment. This alone gives credence for the acquisition of this equipment so the department can provide the means which our personnel need to be more efficient, safer, and better return to service timing.

The equipment requested will provide another “tool” or layer of protection for our personnel.

**Statement of Effect on Operations: Explain how this funding request will enhance the organization's overall effectiveness. Describe how the grant award will improve daily operations and reduce the organization's risk(s) including how frequently the requested item(s) will be used and in what capacity. Indicate how the requested item(s) will help the community and increase the organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.**

Over the last three years, the Moberly Fire Department is averaging 49.67 motor vehicle accidents, 11.67 vehicle fires, 20.33 structure fires, and 51.33 hazardous conditions response calls. If we were to include the additional types of calls that may warrant the use of SCBA, the numbers would get bigger. Being able to get their SCBA bottles filled in a timely manner is essential in improving their capability to get back into service. Having this ability to do so allow them to provide better service for our citizens at a higher level of comfort and in a much safer environment. Our personnel will feel much more confident and have the assurance that their SCBA are properly filled and maintained. The cost of purchasing a new fill station is not an item which the City is willing to invest in right now due to their financial constraints. The department operations can be maintained for a longer period of time by providing better ways to take care of our current SCBA bottles and accessories. This equipment will be a good way for this goal to be obtained.

Finally, a sense of pride and better morale may be an added benefit from this equipment being secured for our personnel, as they will understand that the department, and City, is doing what they can to look out for their well-being.

**Item: Air Compressor/Cascade/Fill Station (Fixed or Mobile) for filling SCBA**

\$50,000.00

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Description

Quantity	Unit price	Total
1	\$50,000	\$50,000.00

Budget class

Construction

**What is the purpose of this request?**

Replace non-compliant equipment to current standards

18

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

Yes

No

Is your department trained in the proper use of the equipment being requested?

Yes

No

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

Yes

No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

Yes

No

## Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

### Grant request summary

Activity	Number of items
Equipment	1
<b>Total</b>	1

Is your proposed project limited to one or more of the [following activities](#) : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Yes

No

Please download the EHP Screening form available at <https://www.fema.gov/media-library/assets/documents/90195>. Once you have been awarded the grant and have accepted the award, please complete and send your screening form and attachments to [GPDEHPinfo@fema.dhs.gov](mailto:GPDEHPinfo@fema.dhs.gov).

### EHP screening form attachment (optional)

**Maximum File Size:**

25MB

**Accepted File Types:**

.pdf, .doc, .docx, .xls, .xlsx, .jpg

Upload from your computer

Filename	Date uploaded	Description
----------	---------------	-------------

# Budget summary

## Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$50,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
<b>Total direct charges</b>	<b>\$50,000.00</b>
Indirect charges	\$0.00
<b>TOTAL</b>	<b>\$50,000.00</b>

### Non-federal resources

Applicant	\$2,380.95
State	\$0.00

Object class categories	Total
Other sources	\$0.00
Remarks	
<b>Total Federal and Non-federal resources</b>	
Federal resources	\$47,619.05
Non-federal resources	\$2,380.95
<b>TOTAL</b>	<b>\$50,000.00</b>
Program income	\$0

### Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

- Yes
- No

### Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

**Kenneth R Dutton**  
Captain

[rdutton@moberlyfd.com](mailto:rdutton@moberlyfd.com)

**Primary phone**

6602698705 ext 2032

Work

**Additional phones**

6603498788

Mobile

**Fax**

6602630596

Edit

## Assurances and certifications

### SF-LLL: Disclosure of Lobbying Activities

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. Â§ 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

- The applicant is not currently required to submit the SF-LLL

## Review application

Submit for signature

Please select any of the following links to view or edit a particular section of your application. You may submit your application for signature once your application is complete and without any errors.

### **This application is ready to submit for signature**

Submit this application for final signature to complete the application submission process.

SAM.gov profile

[View/edit](#)

Applicant information

[View/edit](#)

Applicant characteristics

[View/edit](#)

Operating budget

[View/edit](#)

Community description

[View/edit](#)

Applicant and community trends

[View/edit](#)

Call volume

[View/edit](#)

Grant request details

[View/edit](#)

Grant request summary

[View/edit](#)

Budget summary

[View/edit](#)

Contact information

[View/edit](#)

Assurances and certifications

[View/edit](#)

**Midwest Breathing Air L.L.C.**

25854 Garland St  
Morning Sun, IA 52640

Web Site: www.midwestbreathingair.com  
E-mail mindyfrench@midwestbreathin...  
Phone # 800-517-6455



**Quotation** #4.

Date	Proposal #
1/25/2023	13877

**BILL TO:**

Moberly Fire Department  
310 N.Clark  
Moberly, MO 65270

**SHIP TO:**

Moberly Fire Department  
310 N.Clark  
Moberly, MO 65270

Terms	P.O. No.
Net 30	

Item	Description	Qty	Unit Price	Total
T4A10M F3 240v	Estimate for two complete Breathing Air Systems TalonBAC Eagle Compressor -Three Phase 240v -10 horsepower motor -14 cfm charging rate -6000 psi -Four Stage -Standard 50LC035 Purification System -Standard Motor Control System with air switch, auto start/stop, Hi Air temp shutdown switch, Low Oil shutdown switch, Mag starter and Overload relay -Standard Instrumentation Panel to include: - Illuminated control panel - Stage & final pressure gauges - Hourmeter - Final stage temperature gauge - Illuminated On/Off switch - Normal pressure shutdown light - Purge cycle indicator light & test switch - High Air Temp shutdown light - Low oil shutdown light - "Door Ajar" shutdown light - General Fault shutdown light - Emergency stop button - 5.5 air pressure switch-auto start/stop 71"H x 34.5"W x 44"D 1750 lbs	2	43,553.00	87,106.00

<b>There is no compromise for Quality Breathing Air</b>	<b>Subtotal</b>
	<b>Sales Tax (7.0%)</b>
	<b>Total</b>

Customer Acceptance \_\_\_\_\_ Date \_\_\_\_\_ PO# \_\_\_\_\_

**Midwest Breathing Air L.L.C.**

25854 Garland St  
Morning Sun, IA 52640

Web Site: www.midwestbreathingair.com  
E-mail mindyfrench@midwestbreathin...  
Phone # 800-517-6455



**Quotation** #4.

Date	Proposal #
1/25/2023	13877

**BILL TO:**

Moberly Fire Department  
310 N.Clark  
Moberly, MO 65270

**SHIP TO:**

Moberly Fire Department  
310 N.Clark  
Moberly, MO 65270

Terms	P.O. No.
Net 30	

Item	Description	Qty	Unit Price	Total
COMS	Electronic CO monitor w/ Calibration Kit	2	4,769.00	9,538.00
MBAS8ft	HP 3/16" Paraflex hose 8 foot w/ 2 female ends, 6000 working/24000 burst	2	115.34	230.68
SSX2C4	Safestation Containment Fill Station **UL Certified to contain 5500 psi SCBAs** - Two cylinders SCUBA/SCBA fill unit - Vertical integral fill control panel - Pneumatic safety interlock - Safety relief valve - AirLock loading door control - Two Fill whips with adapter & valve - On panel whip bleed valve - Inlet air pressure gauge - 0-6000 psi adjustable regulator - Regulator outlet gauge - Storage fill/bypass valve - SCBA cylinder fill valve & gauge - Auxiliary outlet, valve & fitting - 4-Bank/2-valve cascade controls 75"H x 37.5"W x 34"D	2	12,004.00	24,008.00
SHP586C	ISO/UN 6000 psi cylinder	8	1,484.25	11,874.00
N-702	CGA 702 6000psi Reg inlet nut	8	43.90	351.20
NP-843	Inlet Nipple 702 Brass 6000 PSI	8	39.85	318.80
MBAS4ft	HP 3/16" Paraflex hose 4 foot w/ 2 female ends, 6000 working/24000 burst	8	67.62	540.96
2404-4-4	Male Connector	8	11.81	94.48
Freight	Freight	2	1,100.00	2,200.00

<b>There is no compromise for Quality Breathing Air</b>	<b>Subtotal</b>
	<b>Sales Tax (7.0%)</b>
	<b>Total</b>

Customer Acceptance \_\_\_\_\_ Date \_\_\_\_\_ PO# \_\_\_\_\_

**Midwest Breathing Air L.L.C.**

25854 Garland St  
Morning Sun, IA 52640

Web Site: www.midwestbreathingair.com  
E-mail mindyfrench@midwestbreathin...  
Phone # 800-517-6455



**Quotation** #4.

Date	Proposal #
1/25/2023	13877

**BILL TO:**

Moberly Fire Department  
310 N.Clark  
Moberly, MO 65270

**SHIP TO:**

Moberly Fire Department  
310 N.Clark  
Moberly, MO 65270

Terms	P.O. No.
Net 30	

Item	Description	Qty	Unit Price	Total
Air Test Start Up	Air Test at Initial Start up	2	0.00	0.00
Installation	Installation and Instruction on operation	2	0.00	0.00
	Options: Extended Warranty Add \$1700			

<b>There is no compromise for Quality Breathing Air</b>			<b>Subtotal</b>	\$136,262.12
<i>Fittings to connect the fill stations/cascade to compressor may be charged in addition to the above estimate due to unknown variants in your station equipment, logistics, etc.</i>			<b>Sales Tax (7.0%)</b>	\$0.00
<i>Prices are subject to change.</i>			<b>Total</b>	\$136,262.12

Customer Acceptance \_\_\_\_\_ Date \_\_\_\_\_ PO# \_\_\_\_\_



Heiman Fire Equipment Inc.  
2320 N. W. Blvd.  
Ashton, Iowa 51232-7096  
(712) 724-6212 Fax (712) 724-6474

# ESTIMATE

### Customer

Name Moberly Fire Dept  
Address 310 N. Clark St  
City Moberly State MO ZIP 65270  
Phone Don Ryan 660-269-8705 ryand@moberlyfd.com

Date 1/27/2023  
Customer # 5007  
Rep Les Hinnen  
PO # \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Fast 90 6000 PSI, 9 CFM, 7.5 HP 230 Volt compressor (4) 6000 PSI storage bottles, Boombox 2 position fill station  Estimate for AFG grant application only	\$42,000.00	\$42,000.00

**Payment Details**

ORDER  
 INVOICE  
 ESTIMATE

**Les Hinnen**  
660-973-1189  
 \_\_\_\_\_  
 Chillicothe, MO 64601

SubTotal	\$42,000.00
Shipping & Handling	\$2,000.00
Taxes	_____
<b>TOTAL</b>	<b>\$44,000.00</b>

Office Use Only



## Dinges Fire Company

243 E Main St.  
Amboy, IL 61310  
Phone: 815.857.2000  
www.DingesFire.com

### Bill To:

Moberly Fire Department (Moberly, MO)  
C/O: Chief Don Ryan  
101 West Reed Street  
Moberly, MO 65270

### Ship To:

Quantity	Item	Description	Price	Total
1	Stallion-ENB-103CC	ENBARR Open Vertical Design - 10 HP 230/3/60 Vac- 13 Cfm - 6000 psi - 4 Stage 4 Cylinder - Pressure Lubricated with all Standard Features	\$22,856.00	\$22,856.00
1	Stallion-COM	INTERGRATED CARBON MONOXIDE MONITOR FITS, CENTAUR2 / CENTAUR2-4 / CENTAUR3 / ENBARR / GIDRAN / PERCHERON / PEGASUS / SAT	\$3,180.00	\$3,180.00
1	Stallion-55-010-3E	HOSE 10' 7000 PSI	\$155.00	\$155.00
1	Stallion-SACF2-4G2	STATIONARY TWO POSITION CONTAINMENT FILL STATION, GENERATION 2. ACCEPTS UP TO 5500 PSI, 112 CU. FT.SCBA'S AND SCUBA CYLINDERS. COMPLETE WITH REGULATOR, SHUT OFF VALVE AND SCBA GAUGE. INDIVIDUAL SHUTOFF VALVE FOR EACH POINT OF FILL. OPTIONAL BANK FEATURES AVAILABLE.UNIT WILL SUPPORT UP TO (4) ASME OR ISO/UN CYLINDERS. FILL STATION IS UL (UNDERWRITERS LABORATORIES) CERTIFIED AND UL LISTED)	\$10,757.00	\$10,757.00
1	Stallion-SACF-4BK	4 BANK AIR CONTROL PANEL OPTION FOR THE SACF CONTAINMENT FILL STATION ONLY	\$2,127.00	\$2,127.00
1	Stallion-6000I4C	4 BOTTLE ISO CASCADE STORAGE	\$9,464.00	\$9,464.00

---

* Sales tax will be applied to customers who have not provided a tax exempt certificate.	<b>Sub Total</b>	\$48,539.00
* Quote Created on 01/27/2023. Pricing valid for no more than 30 days, unless noted otherwise.	<b>Shipping</b>	TBD
* Financing options may be available. Please contact your sales rep for more information and a payment estimate.	<b>Total</b>	\$48,539.00

\*\*This is a quotation only. Please do not make payment based off this quotation. An invoice will be sent to you when product is ready for delivery. Contact your local sales representative with any questions or requests.\*\*

**Notes:**

\*\*\* Set up & Training Included \*\*\*

\*\*\* Freight Est. \$2250.00 \*\*\*

\*\*\* Electrical Hook up needs to be performed by a certified tech according to local codes \*\*\*

\*\*\* Made in USA \*\*\*



**\*\*\* Customer Review \*\*\***

Date / Time: 1/26/2023 11:14:02 #4.

Repair Order:  
 Customer:  
 Branch:  
 Invoice Total: \$59,259.13

\*\*\*on account\*\*\*  
 Page 1 of 3

**Bill To:** MOBERLY FIRE DEPT.  
 310 N. CLARK ST.  
 MOBERLY, MO 65270  
 Shop: 660/269-8705

**Ship To:** MOBERLY FIRE DEPT.  
 310 N. CLARK ST.  
 MOBERLY, MO 65270

Fax: 660/263-0596

Customer P/O: Ryan Completion Date:

**Task: 1      83-010006      Install compressor and perform startup procedure      Department: Service**

**Complaint:** AFG grant estimate to provide and install Legacy 2/13-E1 6000 psi, single phase breathing air compressor capable of 13 CFM with CO monitor. Includes installation and all travel fees.  
 Banner requires that the cascade bottles are within current hydrotest standards before plumbing to compressor. Electrical service will be verified before order. Freight charges are estimated and may vary by 5%. Approximate lead time is 45 days and installation shall be scheduled within 7 days of delivery.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	FORKLIFT	Forklift rental	Misc	1.00	750.00	750.00
	Air test	air test lab fee	Misc	1.00	77.50	77.50
	EQUIP IN	Shipping and Handling Inbound - Equipment	Misc	1.00	1,800.00	1,800.00
	SUPPLIES	Misc hardware/supplies	Misc	1.00	31.00	31.00
	LEGACY 2/13-E1	Legacy 2 6000psi 13CFM single phase	Part	Each 1.00	24,528.40	24,528.40
<b>Task 1 Subtotals</b>					Parts:	\$24,528.40
					Labor:	\$620.00
					Miscellaneous:	\$2,658.50
					<b>Task 1 Totals:</b>	<b>\$27,806.90</b>

**Task: 2      83-010005      add/install new components to existing air system      Department: Service**

**Complaint:** AFG grant estimate to provide and install Bauer CFS5.5-2S, 2-position containment fill-station with cascade controls, inlet pressure guage adjustable regulator, and fill control valve.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	SUPPLIES	Misc hardware/supplies	Misc	1.00	15.50	15.50
	CFS5.5-2S	2 Pos Fill Station Stationary	Part	Each 1.00	16,538.00	16,538.00
		Dual function, top mount, four bank cascade panel				
<b>Task 2 Subtotals</b>					Parts:	\$16,538.00
					Labor:	\$310.00
					Miscellaneous:	\$15.50
					<b>Task 2 Totals:</b>	<b>\$16,863.50</b>

**Task: 3      83-010010101      Provide and install cascade system      Department: Service**

**Complaint:** Estimate to provide and install (4) 6000psi bottles with wall mount rack and plumb 2- fill station.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
49						



**\*\*\* Customer Review \*\*\***

Date / Time: 1/26/2023 11:14:02 #4.

Repair Order:

Customer:

Branch:

Invoice Total: \$59,259.13

\*\*\*on account\*\*\*

Page 2 of 3

**Bill To:** MOBERLY FIRE DEPT.  
 310 N. CLARK ST.  
 MOBERLY, MO 65270  
 Shop: 660/269-8705

**Ship To:** MOBERLY FIRE DEPT.  
 310 N. CLARK ST.  
 MOBERLY, MO 65270

Fax: 660/263-0596

Customer P/O:	Ryans	Completion Date:				
EQUIP IN	Shipping and Handling Inbound - Equipment	Misc		1.00	425.00	425.00
SUPPLIES	Misc hardware/supplies	Misc		1.00	31.00	31.00
AC10034	Nut/Nipple,7500,702,BR	Part	Each	4.00	40.33	161.32
AC20022-1	Tee,6000,Street,1/4 M-Run,1/4 JIC-M,ST	Part	Each	1.00	32.33	32.33
AC20023-1	TEE,FEMALE BRANCH.25FPTX.25JIC	Part	Each	3.00	30.48	91.44
AC20161	Cap, 7500, JIC #4 ST	Part	Each	1.00	9.53	9.53
AC40060	AIR CYLINDER,6000 UN-ISO-DOT	Part	Each	4.00	1,995.00	7,980.00
AC70080	RACK,DOT-1 EA, WALL W/ CLAMP	Part	Each	4.00	49.88	199.52
AC80049-10	6000 PSI HOSE X 10'	Part	Each	1.00	176.25	176.25
AC80052	PIGTAIL ASSY, 6000PSI	Part	Each	3.00	62.18	186.54
<b>Task 3 Subtotals</b>				Parts:	\$8,836.93	
				Labor:	\$620.00	
				Miscellaneous:	\$456.00	
				<b>Task 3 Totals:</b>	<b>\$9,912.93</b>	

Quote

**Task: 4    83-010005    add/install new components to existing air system    Department: Service**  
**Complaint:** OPTION - AFG estimate to add LEGACY 2-CO-RETRO monitor

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	SUPPLIES	Misc hardware/supplies	Misc	1.00	7.50	7.50
	LEGACY2-CO-RETRO	Legacy retro CO monitor	Part	Each	4,668.30	4,668.30
<b>Task 4 Subtotals</b>				Parts:	\$4,668.30	
				Labor:	\$0.00	
				Miscellaneous:	\$7.50	
				<b>Task 4 Totals:</b>	<b>\$4,675.80</b>	



**\*\*\* Customer Review \*\*\***

Date / Time: 1/26/2023 11:14:02 #4.

Repair Order:

Customer:

Branch:

Invoice Total: \$59,259.13

\*\*\*on account\*\*\*

Page 3 of 3

**Bill To:** MOBERLY FIRE DEPT.  
 310 N. CLARK ST.  
 MOBERLY, MO 65270  
 Shop: 660/269-8705

Fax: 660/263-0596

310 N. CLARK ST.  
 MOBERLY, MO 65270

Customer P/O: Ryans

Completion Date:

Customer Tax ID:

Totals	
Total Parts:	\$54,571.63
Total Core Chg:	\$0.00
Total Core Ret:	\$0.00
Total EHC:	\$0.00
Total Labor:	\$1,550.00
Total Miscellaneous:	\$3,137.50
Invoice Subtotal:	\$59,259.13
Total Tax:	\$0.00
Invoiced Total:	\$59,259.13

Payment Method

Charge

ESTIMATE ONLY!  
 PRICES SUBJECT TO CHANGE. CUSTOMER WILL BE NOTIFIED OF ANY CHANGES PRIOR TO ADDITIONAL WORK BEING PERFORMED.  
 PRICING GOOD FOR (90) DAYS. STOCK PARTS RETURNED AFTER (30) DAYS ARE SUBJECT TO 25% RESTOCK FEE. ELECTRONIC  
 COMPONENTS AND SPECIAL ORDER PARTS ARE NOT RETURNABLE. DUE TO VARIANCES IN COSTS AND AVAILABILITY THIS ESTIMATE  
 CAN VARY UP TO 5%. IF ANY QUESTIONS, PLEASE CALL 618-251-4200.  
 THANK YOU FOR YOUR BUSINESS!

To whom it may concern: Listed below is the approximate price which can be used when applying for a 2021 AFG request.

**SCBA**

- ( 1 ) 4500 psi Air Packs w/ 1 Spare Air Tank and a facepiece @ \$ 8,550.00 each \$ \_\_\_\_\_
- EBSS (buddy Breathing) @ \$ 600.00 each \$ \_\_\_\_\_
- Telemetry @ \$ 500.00 each \$ \_\_\_\_\_
- ( 1 ) Extra Face Mask @ \$ 500.00 each \$ \_\_\_\_\_
- ( 1 ) Spare 4500 psi Air Tanks (45 min) @ \$1,350.00 each \$ \_\_\_\_\_
- ( 1 ) RIT Bag with a 60 minute cylinder @ \$7,950.00 each \$ \_\_\_\_\_
- ( 1 ) Firefighter facepiece fit testing @ \$ 40.00 each \$ \_\_\_\_\_

**Extractors**

- (1) Gear extractor \$17,000 each \$ \_\_\_\_\_
- (1) Gear dryer \$15,000 each \$ \_\_\_\_\_

**Compressor**

- ( 1 ) In House 6000 psi Air Compressors & Fill Stations with (2) 6000 psi DOT tanks @ \$ 59,000 each \$ \_\_\_\_\_

**Thermal imaging camera**

- ( 1 ) Thermal Imaging camera @ \$11,500.00 each \$ \_\_\_\_\_

**Personal protective gear**

- ( 1 ) Turnout gear- Nomex/ Kevlar blend @ \$3,500.00 each \$ \_\_\_\_\_
- ( 1 ) Wildland gear @ \$ 1300.00 each \$ \_\_\_\_\_
- ( 1 ) Fire Helmet @ \$ 495.00 each \$ \_\_\_\_\_
- ( 1 ) Fire Boots @ \$ 495.00 each \$ \_\_\_\_\_
- ( 1 ) Fire Gloves \$ 150.00 each \$ \_\_\_\_\_
- ( 1 ) Fire protective hood (particulate) \$ 150.00 each \$ \_\_\_\_\_
- ( 1 ) Wildland Helmet with goggles \$ 250.00 each \$ \_\_\_\_\_
- (1) Rescue Tool-battery --cutter \$15,000.00 each \$ \_\_\_\_\_
- (1) Rescue Tool-battery--spreader \$15,000.00 each \$ \_\_\_\_\_
- (1) Rescue Tool- battery--COMBI \$18,000.00 each \$ \_\_\_\_\_
- (1) Rescue Tool-Battery –RAM \$15,000.00 each \$ \_\_\_\_\_

**Total Value of Equipment Requested: \$**

Note: All quantities and dollar values are approximated and may change as to AFG guideline requirements for each department. All quantities and costs will be confirmed and agreed upon with each department prior to submittal of the grant application.



# City of Moberly City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_ #5.  
**Department:** Community Development  
**Date:** February 6, 2023

**Agenda Item:** A Resolution Authorizing The City Manager To Execute A Financial Assistance Agreement With The Missouri Department Of Natural Resources For A Glass Recycling Bunker Through The Mark Twain Solid Waste Management District.

**Summary:** The City applied for a grant to help pay for another bunker to hold recycled glass at the transfer station. Since we can only ask for a pickup through Ripple Glass when we have 25 tons of glass and sometimes it takes them a week or more to get a truck to pick it up we are we run out of room for the glass. Also sometimes when the truck comes it is not empty and cannot take all of our glass.

**Recommended**

**Action:** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

ATTACHMENTS:		Roll Call	Aye	Nay
<input checked="" 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 type="checkbox"/> Contract	M__ S__ <b>Kimmons</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ <b>Kyser</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ <b>Lucas</b>	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

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

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCIAL ASSISTANCE AGREEMENT WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR A GLASS RECYCLING BUNKER THROUGH THE MARK TWAIN SOLID WASTE MANAGEMENT DISTRICT.**

**WHEREAS**, city staff has applied for and received a grant through the Missouri Department of Natural Resources to fund the creation of a glass recycling bunker in the amount of \$15,656.00; and

**WHEREAS**, the Missouri Department of Natural Resources funds grants through the Mark Twain Solid Waste Management District for glass recycling efforts, the receipt of which would enable the city to further its glass recycling services plan; and

**WHEREAS**, city staff received a Financial Assistance Agreement (“FAA”) for the awarding of this grant and seeks authority to execute the FAA on behalf of the city.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the City Manager to execute the FAA with the Missouri Department of Natural Resources and to take such other and further measures as may be necessary to complete grant funding for glass recycling bunker.

**RESOLVED** this 6th day of February, 2023, by the Council of the City of Moberly, Missouri.

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

ATTEST:

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk



# City of Moberly City Council Agenda Summary

Agenda Number: #6.  
 Department: Public Works  
 Date: February 6, 2023

**Agenda Item:** A Resolution Of The City Of Moberly, Missouri, Accepting A Govenor’s Transportation Cost Share Program Award For Moberly Industrial Park Street Extension And Authorizing The City Manager To Execute An Award Agreement.

**Summary:** See Attached memo for in-depth clarification.

**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>Kyser</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Lucas</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice		Passed	Failed
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____			

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

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, ACCEPTING A GOVERNOR’S TRANSPORTATION COST SHARE PROGRAM AWARD FOR MOBERLY INDUSTRIAL PARK STREET EXTENSION AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AWARD AGREEMENT.**

**WHEREAS**, city staff made application to the Governor’s Transportation Cost Share Program for funding of Moberly Industrial Park Street Extensions of McKeown Street west to the future intersection with Robertson Road and Fowler Road west to Buchanan Street with a total budget, including engineering costs of \$1,444,522.00; and

**WHEREAS**, the City has received notification from the state that it has been awarded fifty per cent (50%) of the construction budget or approximately \$550,000.00; and

**WHEREAS**, city staff recommends the acceptance of the award and the execution of any documents required for this purpose.

**NOW, THEREFORE, BE IT RESOLVED** this 6th day of February 2023, by the City of Moberly, Missouri, that the Cost Share award is accepted; and

**BE IT FURTHER RESOLVED** that the City Manager of Moberly, Missouri is hereby authorized to execute and submit any documents accepting the award on behalf of the City and take such other and further actions as may be necessary to successfully obtain the funds.

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

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

MEMO: Mayor, City Manager, City Clerk & City Council Members

Date: January 13, 2023

From: Tom Sanders

Status and recommendation for (Gov. Cost Share) GCS

The City of Moberly applied for 100% GCS funding for approximately \$1.1M worth of road improvements in the industrial park. The improvements were to extend McKeown to the West to just past where a future extension of Robertson Rd would intersect, and to extend Fowler Rd. west to Buchannan. The estimated Engineering Design and Construction phases was \$333K, which we anticipated funding 100% out of pocket. Due to the extensive amount of GCS funding request received, the City of Moberly has been awarded 50% funding on the construction, or approximately \$550K. When combined with the engineering cost, that would bring the City’s total cost for this as a standalone project to over \$883K. With the other work pending and annual sidewalk/street maintenance work, we would not be able to fund this and have funding set aside for the Cost Share that is on the books.

In talking with Shari Schenewerk with Mo DED/GCS advisor, I asked if we could accept the GCS funding and apply it as match funds towards the Industrial Site Grant (ISG) program (50/50 funding up to \$5M). Under the GCS, we applied for funds to complete partial street extensions, where under the ISG, we could potentially complete all of the streets in the industrial park and more. Shari didn’t see why not, as it was not Federal funds. I also followed up with Mary Rajek, Mo DED/ISG advisor, and she felt like there was no reason the GCS funds couldn’t be used as match for the ISG. Due to timing of the GCS awards, we can’t sit on the offer until we know if we are awarded the ISG in April, so Shari suggested that we go ahead and accept the GCS funding now. If we are successful with the ISG, we will ask to roll the GCS funding into the match, along with the Industrial Park land, using its appraised value as part of the matching funds. If we are not successful on the ISG, we likely would have to turn down the GCS funding due to the extreme cash match required. Shari was aware of that, and this is how she recommended us proceeding.

How would the ISG work if successful;

Shyrock & Moore is working on the appraisal of the 206 acres of industrial park land (30 day turn around). We estimate the value will come in between \$2.5 - \$3.5M + \$550K from GCS, we are developing a project list of work that would total at least \$8M (\$4M ISG + \$4M match from land & GCS) that we can select from. Potential tasks include the following;

1. McKeown Parkway extension from existing W. termination to Buchannan St., Fowler Rd. extension from W. termination to Buchannan St., Robertson Rd extension from N. termination North to proposed connection with McKeown Pkwy.

(est. 2022 cost for Eng. Permits, contingency, construction \$4,231,148)

2. Relocation of high voltage power lines from middle of park to perimeter

3. Improvement to on-site rail & spur

(Est. cost in 2017 was \$1.7M)

4. Street lighting

5. Extend or install conduit for communication line

6. Construction of final build out detention basin

7. Look at expanding and developing perimeter roads, at least to points of connection with internal streets.



105 West Capitol Avenue  
P.O. Box 270  
Jefferson City, Missouri 65102

**Missouri Department of Transportation**  
*Patrick K. McKenna, Director*

1.888.ASK MODOT (275.6636)

January 11, 2023

Mr. Brian Crane  
City of Moberly  
City Manager  
101 West Reed Street  
Moberly, Missouri 65270

Dear Mr. Crane:

The Missouri Department of Transportation (MoDOT) received the City of Moberly’s application for the Governor’s Transportation Cost Share Program for Moberly Industrial Park Street Extension.

I’m happy to inform you that your application was selected to receive \$555,560 of Governor’s Transportation Cost Share funds by the Cost Share Committee at their December 14, 2022 meeting. Final approval from the Missouri Highways and Transportation Commission (MHTC) was awarded at their January 4, 2023 meeting.

A MoDOT District representative will contact you to provide additional details on the necessary steps needed to deliver your transportation project.

Please contact Sunny Wilde at 573-526-3690 or [partnership.development@modot.mo.gov](mailto:partnership.development@modot.mo.gov) with any questions.

Sincerely,

Patrick K. McKenna  
Director

Copies: Sunny Wilde-fs  
Michelle Hataway-DED  
Paula Gough-ne  
Kevin James-ne



# City of Moberly City Council Agenda Summary

Agenda Number: #7.  
 Department: Public Works  
 Date: February 6, 2023

**Agenda Item:** A Resolution Of The City Of Moberly, Missouri, Authorizing An Application To The Missouri Department Of Economic Development For An Industrial Site Grant.

**Summary:** Application to construct road extensions for McKeown Parkway (West termination to 150 past alignment with Robertson Rd with T turn around) and Fowler Rd. (From West termination to Buchanan) we are projecting street lighting along existing streets and extension and/or improvements to the on-site rail spur. The City of Moberly would be the primary applicant using \$550,000 in funding from the Gov. Cost Share grant and MHC would be co-applicant, applying the value of 38 acres of donated land (est. value \$760,000) to serve as 50/50 match for \$1,310,000 of Industrial Site Development grant, \$2,620,000 total grant project. The land value will be applied to the project to increase the grant match, however total funds available for legal, engineering, construction, etc. would be \$1,860,000, if approved.

The Industrial Site Development Grant Program (Program) helps communities develop shovel-ready industrial sites to support business expansion and attraction. The Missouri General Assembly appropriated \$75 million to the Department of Economic Development (DED) in House Bill 3020 at §20.070(2022), designating \$50 million to be used in sites of 1,000 or more contiguous acres and \$25 million to be used in sites of less than 1,000 contiguous acres. The Program is funded through the U. S. Department of the Treasury (Treasury) Coronavirus State Fiscal Recovery Fund (SFRF) authorized by the American Rescue Plan Act (ARPA).  
 No documents at this time.

**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"/>	<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>Kyser</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ <b>Lucas</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

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

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, AUTHORIZING AN APPLICATION TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT FOR AN INDUSTRIAL SITE GRANT.**

**WHEREAS**, the Missouri Department of Economic Development has developed an Industrial Site Development Grant Program to help communities develop shovel-ready industrial sites to support business expansion and attraction; and

**WHEREAS**, city staff has determined that the city may qualify for such a grant and seek authority to make application to help fund construction of road extensions for McKeown Parkway and Fowler Road in the city Industrial Park; and

**WHEREAS**, the City will seek a \$1,310,000 Industrial Site Development Grant which will require a 50/50 match on a total project budget of \$2,620,000; and

**WHEREAS**, city staff requests authority to prepare and submit an online grant application.

**NOW, THEREFORE, BE IT RESOLVED** this 6th day of February 2023, by the City Council for the City of Moberly, Missouri, that city staff is to prepare and submit an application for grant funding described herein and further that the City Manager is hereby authorized to take such other and further action necessary to accomplish the purpose of this resolution.

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

# City of Moberly City Council Agenda Summary

Agenda Number: #8.

Department: Administration

Date: February 6, 2023

**Agenda Item:** A Resolution Engaging The Services Of Gilmore & Bell, P.C., As Bond Counsel To The City In Connection With The Future Issuance Of Bonds, Notes Or Other Obligations And Special Counsel To The City In Connection With The Consideration Of Economic Development Incentives.

**Summary:** With the untimely passing of Tom Cunningham at Cunningham, Vogel & Rost, P.C., the City needs to engage a new firm for its public finance needs. Gilmore & Bell is the leading public finance firm in Missouri. The resolution authorizes the hiring of Gilmore & Bell as bond counsel and special counsel on matters related to public finance and economic development.

**Recommended**

**Action:** Approve this resolution.

**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 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>Kyser</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ <b>Lucas</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 ENGAGING THE SERVICES OF GILMORE & BELL, P.C., AS BOND COUNSEL TO THE CITY IN CONNECTION WITH THE FUTURE ISSUANCE OF BONDS, NOTES OR OTHER OBLIGATIONS AND SPECIAL COUNSEL TO THE CITY IN CONNECTION WITH THE CONSIDERATION OF ECONOMIC DEVELOPMENT INCENTIVES.**

**WHEREAS**, the City Council of the City of Moberly, Missouri (the “City”) desires to engage the services of Gilmore & Bell, P.C., as bond counsel to the City in connection with the future issuance of bonds, notes or other obligations (collectively, the “Bonds”) and special counsel to the City in connection with the consideration of economic development incentives.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBERLY, MISSOURI, AS FOLLOWS:**

SECTION 1. The City hereby engages Gilmore & Bell, P.C. to serve as bond and disclosure counsel to the City in connection with the issuance of the Bonds, in accordance with the terms of the engagement letter attached hereto as Exhibit A, which the Mayor or the City Manager is authorized to sign on behalf of the City.

SECTION 2. The officers of the City, including the Mayor and the City Manager, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

SECTION 3. If any section or other part of this Resolution is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

SECTION 4. This Resolution shall be in full force and effect from and after its adoption by the City Council.

**PASSED** by the Council of the City of Moberly, Missouri on this 6<sup>th</sup> day of February, 2023.

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

ATTEST:

\_\_\_\_\_  
Shannon Hance, City Clerk

EXHIBIT A  
GILMORE & BELL, P.C. ENGAGEMENT LETTER



One Metropolitan Square  
211 N. Broadway, Suite 2000  
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

February 6, 2023

Mayor and City Council  
Moberly, Missouri

Re: Bond Counsel and Special Counsel Services

Ladies and Gentlemen:

I am pleased to submit this proposal to serve as bond counsel to the City of Moberly in connection with the issuance of bonds, notes or other obligations (collectively, the “*Bonds*”) and special counsel to the City in connection with the consideration of economic development incentives. The purpose of this letter is to set forth our responsibilities and fees with respect to the proposed engagement.

**FIRM EXPERIENCE**

**Bond Counsel Services**

The firm has a national reputation in the field of tax-exempt bond financing and has one of the largest public finance practices in the country. For more than 25 years, Gilmore Bell has ranked in the top 10 nationally in the number of bond counsel opinions rendered on municipal bond issues. In 2021, the firm delivered the approving opinion on 584 long-term municipal issues aggregating \$11.80 billion in principal amount. According to published listings, the firm’s 2021 rankings among bond counsel throughout the United States were as follows:

National Bond Counsel Ranking<sup>(1)</sup>

	Nation	Midwest	Missouri	Kansas	Utah	Nebraska	Illinois
Number of Issues:	1 <sup>st</sup>	3 <sup>rd</sup>	5 <sup>th</sup>				
Dollar Volume:	8 <sup>th</sup>	1 <sup>st</sup>	1 <sup>st</sup>	1 <sup>st</sup>	1 <sup>st</sup>	2 <sup>nd</sup>	15 <sup>th</sup>

<sup>(1)</sup> Source: Refinitiv.

**Economic Development Services**

Gilmore & Bell’s expertise in advising Missouri cities and counties regarding economic development/redevelopment matters is unparalleled. For more than two decades, Gilmore & Bell has been among the most active firms in the State representing cities and counties on such projects, including tax abatements (under Chapter 100, Chapter 353 and Chapter 99), community improvement districts, transportation development districts and neighborhood improvement districts. Gilmore & Bell has the

knowledge to ensure that legal requirements are satisfied, the experience to advise our clients regarding the policy considerations and the financial implications of each transaction, and the skill to negotiate effective and fair redevelopment agreements with prospective developers. Moreover, because we represent so many municipalities, we are in a unique position among law firms to assess whether the amount of public assistance being requested – and the terms of the request – are consistent with what is being provided by other municipalities.

## SCOPE OF SERVICES

### Bond Counsel Services

As bond counsel to the City, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “*Bond Opinion*”) regarding the validity and binding effect of the Bonds, the excludability of interest on the Bonds from gross income for federal and Missouri income tax purposes, and such related matters as we deem necessary or appropriate.
- (2) Examine applicable law as it relates to the authorization and issuance of the Bonds and our Bond Opinion and advise the City regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
- (3) Prepare or review legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents.
- (4) If requested, (a) assist the City in the preparation of the Preliminary Official Statement and the final Official Statement relating to the Bonds and consult with the City regarding any disclosure issues that may arise in conjunction with the planned issuance of the Bonds, (b) conduct a due diligence review of the City as a basis for the delivery of our SEC 10b-5 letter described below, and (c) at closing, deliver to the City and the Underwriter a customary SEC Rule 10b-5 letter relating to the Official Statement.
- (5) If applicable, draft or review the continuing disclosure undertaking of the City.
- (6) Assist the City in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required blue sky filing.
- (7) If applicable, assist the City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
- (8) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.
- (9) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.

Our Bond Opinion on any particular transaction will be addressed to the City and the purchaser and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “Closing”). The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds.

Our duties are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Preparing requests for tax rulings from the Internal Revenue Service or no-action letters from the Securities and Exchange Commission or representing the City in Internal Revenue Service examinations or inquiries or Securities and Exchange Commission investigations.
- (b) Preparing blue sky or investment surveys with respect to the Bonds.
- (c) Drafting state constitutional or legislative amendments or pursuing test cases or other litigation.
- (d) Making an investigation or expressing any view as to the creditworthiness of the City or any credit enhancement provider for the Bonds.
- (e) Preparing or negotiating the terms of any guaranteed investment contract or other investment agreement.
- (f) After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (g) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the tax-exempt Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the tax-exempt Bonds).
- (h) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

### **Economic Development Services**

Gilmore & Bell will, at the direction of the City Manager and/or the City Attorney, provide the following services:

- (1) Prepare or assist in the preparation of requests for proposals from potential developers, and advise the City regarding compliance with legal requirements pertaining to the bidding process. Assist in analyzing proposals to the extent requested by the City.
- (2) Prepare the redevelopment plan or industrial development plan (excluding maps, legal descriptions and the existing conditions study) and the tax impact statement or cost-benefit analysis.

- (3) Prepare or review all legal proceedings relating to the approval of the redevelopment plan or industrial development plan.
- (4) Prepare applicable resolutions and ordinances, public notices to local taxing bodies, and other documents as may be requested by the City.
- (5) Assist the City Attorney in advising the City on all legal matters incident to the approval of any economic development incentives.
- (6) Attend such conferences and meetings as may be requested by the City in connection with the project.
- (7) Assist the City in negotiating and drafting redevelopment agreements and related documents between the City and developers or property owners.

### **CONFLICTS**

The firm does not represent any private entities on development/redevelopment matters; accordingly, we do not anticipate any conflicts of interest with respect to any economic development incentives.

The firm represents many political subdivisions, underwriters and others on bond issues. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We also may represent, in unrelated matters, one or more of the entities involved in the issuance of the Bonds, including the underwriter of the Bonds. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of the City or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Acceptance of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

### **FEES AND EXPENSES**

Our fees will be determined in accordance with our firm's then-current fee schedules, subject to approval by the City Manager. In addition, we reserve the right to seek reimbursement for our out-of-pocket expenses incurred in connection with the provision of our services, such as travel, postage, deliveries and similar expenses.

To ensure the availability of funds to pay these fees and other costs incurred by the City in connection with any redevelopment project, the City may wish to require a proposed developer to escrow funds with the City.

### **RECORDS**

Papers and property furnished by you will be returned promptly upon request. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

**CONCLUSION**

If the foregoing terms are acceptable to you, please so indicate by returning a signed copy of this engagement letter. We look forward to working with you.

Very truly yours,



\_\_\_\_\_  
Shannon W. Creighton



\_\_\_\_\_  
Jason S. Terry

SWC:rab

*cc: Randall Thompson, Esq.*

**ACCEPTED AND APPROVED:**

Date: \_\_\_\_\_

**CITY OF MOBERLY, MISSOURI**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

# City of Moberly City Council Agenda Summary

Agenda Number: #9.  
 Department: Purch. & Personnel  
 Date: February 6, 2023

**Agenda Item:** A Resolution Recording the Destruction of Certain Local Government Records.

**Summary:** The City of Moberly’s Purchasing and Personnel Department has determined certain records no longer have administrative, legal, fiscal, research or historical value and these records are listed in the Missouri Records Manual and the minimum retention period has been exceeded. It is recommended that the City Council adopt the resolution to allow staff to commence with the destruction per established guidelines.

**Recommended**

**Action:** Approve the resolution and direct staff to proceed with destruction of records.

**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>Kyser</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Lucas</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Exhibit A</u>		Passed	Failed

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

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION RECORDING THE DESTRUCTION OF CERTAIN LOCAL GOVERNMENT RECORDS.**

**WHEREAS**, Section 109.255 RSMo. authorizes the Local Records Board to establish minimum retention periods for local government records; and

**WHEREAS**, the following records have reached their minimum retention period and may be legally destroyed: See the attached records list for the Purchasing and Personnel department; and

**WHEREAS**, the listed records shall be destroyed by shredding.

**NOW, THEREFORE**, the destruction of said records is hereby authorized and approved in all respects.

**RESOLVED** this 6th day of February 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

Exhibit A

Employee Benefit Records: GS 032

City of Moberly, Missouri

(This form documents the destruction of Employee Benefit Records GS 032 in accordance with the State of Missouri Records Retention Schedule). Minimum Retention: Retain other records 3 years after employee separation or eligibility expired. Approval Date: August 19, 2003; Revised Aug 28, 2012

<u>Description</u>	<u>Date Range</u>	<u># of Apps.</u>
<u>Selection of Insurance</u>	2019	47

Please see the following attachment for description detail.

Jackie Robinson, Administrative Assistant



Date of destruction

01-12-2023

**GS 031**

*Also Called:*  
*Function:*

**Employment Eligibility Verification Forms**

I-9 Forms  
Documents the filing of US Immigration and Naturalization Service form I-9, which verifies that an applicant or employee is eligible to work in the United States.

*Content:*  
*Minimum Retention:*  
*Disposition:*  
*Note:*  
*Approval Date:*

3 years from date of hire, or 1 year after date of separation, whichever is later  
Destroy securely  
This form is not part of the Employee Personnel Record and should be filed separately.  
August 19, 2003; Revised August 24, 2017

**GS 032**

*Also Called:*  
*Function:*

**Employee Benefit Records**

County Employee Retirement Fund (CERF) Records; LAGERS; Supplemental Insurance  
Documents an individual employee's benefit information such as selection of insurance plans, retirement, pension and disability plans, deferred compensation plans, and other benefit information.

*Content:*  
  
*Minimum Retention:*  
  
*Disposition:*  
*Note:*  
*Approval Date:*

Records may include but are not limited to: plan selection and application forms, enrollment records, contribution and deduction summaries, personal data records, authorizations, beneficiary information, year-end leave balance reports, and related documentation.  
Retain year-end leave balance reports and a copy of retirement enrollment records 75 years after date of hire. Retain other records 3 years after employee separation or eligibility expired.  
Destroy securely  
August 19, 2003; Revised August 28, 2012

**GS 033**

*Also Called:*  
*Function:*

**Wage and Tax Statements**

Federal tax form W-2  
Annual statements documenting individual employee earnings and withholdings for state and federal income taxes and social security tax.  
Information includes employer name and tax identification number, employee name and social security number, wages paid, amounts withheld, and related data.

*Content:*  
  
*Minimum Retention:*  
*Disposition:*  
*Note:*  
*Approval Date:*

5 years  
Destroy securely  
See also: Federal and State Tax Forms in this section for related records.  
August 19, 2003

**GS 034**

*Also Called:*  
*Function:*

**Federal and State Tax Records**

Records used to report the collection, distribution, deposit, and transmittal of federal and state income, social security, and unemployment taxes.  
Examples include the federal miscellaneous income statement (1099), request for taxpayer identification number and certificate (W-9), employers' quarterly federal tax return (941, 941E), tax deposit coupon (8109), and similar federal and state completed forms.

*Content:*  
  
*Minimum Retention:*  
*Disposition:*  
*Note:*  
*Approval Date:*

5 years  
Destroy securely  
See also: Wage and Tax Statements and Withholding Allowance Certificates in this section for related records.  
August 19, 2003

**GS 035**

*Also Called:*  
*Function:*  
*Content:*

**Employee's Withholding Allowance Certificates**

W-4 form  
Documents the exemption status of individual employees.  
Information includes employee name and address, social security number, designation of exemption status, and signature.  
5 years after superseded or employee separation  
Destroy securely  
See also: Federal and State Tax Forms for related information.

*Minimum Retention:*  
*Disposition:*  
*Note:*  
*Approval Date:*

August 19, 2003

Exhibit A

Employee Benefit Records: GS 101

City of Moberly, Missouri

(This form documents the destruction of Employee Benefit Records GS 101 in accordance with the State of Missouri Records Retention Schedule). Minimum Retention: Completion of Audit; All forms prior to June 30, 2022. Approval Date: August 19, 2014.

<u>Description</u>	<u>Date Range</u>	<u>Packets</u>
<u>Vehicle Operation/Gas</u>	2019-2021	79

Please see the following attachment for description detail.

Jackie Robinson, Administrative Assistant



Date of destruction

01-26-2023

**GS 093**

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

**Local Finance Initiative Financial Support Records**

Tax Increment Financing (TIF); Community Improvement District (CID); Local Option Economic Development Sales Tax; Neighborhood Improvement District (NID); Property Tax Abatement; Transportation Development District (TDD)

Documents that provide the basis for the permanent general ledger for special economic development districts

Bills, invoices, receipts, vouchers, etc.

10 years after creation of record

Destroy

TIFs are governed under RSMo 99.800-99.865; Local Option Economic Development Sales Tax, RSMo 67.1300; Neighborhood Improvement District, RSMo 67.453-457; Property Tax Abatement, RSMo 353; Transportation Development District (TDD), RSMo 238.200-275.

These documents are short term records, the permanent financial record is the General Ledger which is scheduled under the County Collector, 005.033

August 24, 2010; August 28, 2012

**GS 095**

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

**Domestic Partnership Registry**

Documents formal domestic partnership relationships for purposes of employee benefits, hospital and nursing home visitation or other privileges associated with family/spouse

Names, Addresses, Date of Registration, Date of Separation

Permanent

Archive

These registries are created through local ordinances.

August 23, 2011

**GS 097**

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

**Domestic Violence Shelter Records**

Documents operations of publically operated domestic violence shelters

May include social worker notes, class notes, signed consents, referrals to other agencies, medical records

5 Years after last contact

Destroy

Per RSMo 455.200-230, domestic violence shelters may be established under the authority of various city or county offices. These are confidential client records of the shelter.

August 28, 2012

**GS 098**

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

**Maps and Plats File**

Emergency Maps; Parking Meter Maps; Traffic Light Maps; Electrical Line Maps; Gas Line Maps; Water Pipe/Main Maps; Cemetery Maps and Plats; Landfill Site Map; Sewer Map; Street Map; Plat Map; etc.

General reference maps to political subdivision

May include existing and proposed dwellings and structures, street maps, utility maps, annexation and zoning maps, landfill site location maps, etc.

Original and all revisions, Permanent

Archive; microfilm for preservation

August 20, 2013

**GS 101**

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

**Vehicle Operation Records**

Mileage log, Engine hours log, daily inspection reports, weekly inspection reports

Records documenting use of government vehicles, and daily safety inspections

Completion of Audit

Destroy

August 19, 2014

Exhibit A

Employee Benefit Records: GS 028

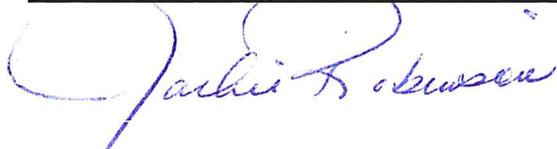
City of Moberly, Missouri

(This form documents the destruction of Employee Benefit Records GS 028 in accordance with the State of Missouri Records Retention Schedule). Minimum Retention: 3 years plus completion of Audit; Approval Date: August 19, 2003.

<u>Description</u>	<u>Date Range</u>	<u>Personal Data</u>
<u>Time &amp; Attendance Records</u>	2018	124

Please see the following attachment for description detail.

Jackie Robinson, Administrative Assistant



Date of destruction

01-30-2023

**GS 028**

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

**Time and Attendance Records**

Time sheets, Time Cards, Attendance reports, Absence reports, Sign in/Sign out cards, Work Assignment Schedule, Work Schedule, Work Assignment File  
Records documenting hours worked and leave hours accrued or taken by employees on a daily, weekly, or monthly basis. Also documents hours of court ordered community service completed by non-employees.

May include: name, social security number, hours worked, type and number of leave hours taken or accrued, total hours, dates, signatures and related data.

3 years plus completion of audit

Destroy securely

See also: Leave Requests

August 19, 2003

**GS 029**

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

**Leave Requests**

Leave Applications

Records documenting an employee's request for sick, vacation, compensatory, or other leave time.

May include: employee's name, department, date, type of leave requested, leave dates, hours, related information, signature of individual authorizing leave and approval date.

3 years plus completion of audit

Destroy securely

See also: Time and Attendance Records

August 19, 2003

**GS 030**

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

**Equal Employment Opportunity (EEO) Records**

Affirmative Action Records

Records documenting the adoption, administration and compliance with US Equal Employment Opportunity Commission regulations.

Records may include: policies, plans, procedures, work place analyses, EEO-4 reports and related records and complaint records (which may include reports, exhibits, withdrawal notices, copies of decision, hearing and meeting records, and related documentation and correspondence).

Plans, policies and updates: Permanent; Complaint records: 3 years after final decision;

Other records: 3 years

Destroy securely

August 19, 2003

**GS 031**

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

**Employment Eligibility Verification Forms**

I-9 Forms

Documents the filing of US Immigration and Naturalization Service form I-9, which verifies that an applicant or employee is eligible to work in the United States.

3 years from date of hire, or 1 year after date of separation, whichever is later

Destroy securely

This form is not part of the Employee Personnel Record and should be filed separately.

August 19, 2003; Revised August 24, 2017

**GS 032**

*Also Called:*

*Function:*

*Content:*

*Minimum Retention:*

*Disposition:*

*Note:*

*Approval Date:*

**Employee Benefit Records**

County Employee Retirement Fund (CERF) Records; LAGERS; Supplemental Insurance  
Documents an individual employee's benefit information such as selection of insurance plans, retirement, pension and disability plans, deferred compensation plans, and other benefit information.

Records may include but are not limited to: plan selection and application forms, enrollment records, contribution and deduction summaries, personal data records, authorizations, beneficiary information, year-end leave balance reports, and related documentation.

Retain year-end leave balance reports and a copy of retirement enrollment records 75 years after date of hire. Retain other records 3 years after employee separation or eligibility expired.

Destroy securely

August 19, 2003; Revised August 28, 2012

Exhibit A

Employee Personnel Records: GS 026

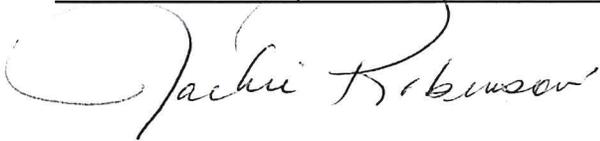
City of Moberly, Missouri

(This form documents the destruction of Employee Personnel Records GS 026 in accordance with the State of Missouri Records Retention Schedule). Minimum Retention: Date of separation + 10 yrs.; Approval Date: August 19, 2003. Revised August 25, 2015.

<u>Description</u>	<u>Date Range</u>	<u>Personnel Files</u>
<u>Employee Personnel Records</u>	1958 - 1995	86

Please see the following attachment for description detail.

Jackie Robinson, Administrative Assistant



Date of destruction

02-01-2023

**GS 060**

*Also Called:*  
*Function:*

**Contracts, Leases, and Agreements**

Memorandum of Understanding  
Official agreements enforceable by law to acquire services, equipment, or maintenance. Documents the terms and conditions of agreements between local government(s), private companies, and individuals.

*Content:*

May include contracts, exhibits, bid documents, change orders and amendments, leases, agreements and significant related correspondence. Information in contracts usually includes contract number, certificate of required insurance, dates, terms, parties involved, period covered, and signatures. May also include leases, rental schedules, specifications, bids awarded and attached copies of payments, receipts, and other supporting papers used in managing the contract.

*Minimum Retention:*

5 years after expiration \*  
Prevailing wage documentation – 1 Year after completion of contract

*Disposition:*

Destroy

*Note:*

Contracts, leases and agreements in effect are considered VITAL RECORDS (see introduction). Recommend duplicate copies be maintained in a secure location, accessible to authorized personnel in the event of an emergency. \*Consult RSM0 516.110 for any exceptions. Prevailing wage, see 8 CSR 30-3.010

*Approval Date:*

August 24, 2004; Revised August 28, 2012; Revised, August 24, 2017; Revised August 21, 2018

**Personnel Records**

**GS 026**

*Also Called:*  
*Function:*  
*Content:*

**Employee Personnel Records**

The master personnel records maintained for each employee.  
May include: job application, notices of appointment, personnel transaction records reflecting position classification and salary level, employee orientation checklists, payroll withholding information, leave summary record, performance documentation, and other records related to an individual's employment.

*Minimum Retention:*

Master personnel file, date of separation + 10 years; Employment summary, date of separation + 20 years\*

*Disposition:*

Destroy securely

*Note:*

Duplicate copies may be kept at the office or department level. These records should be retained one year following separation, then transferred to the Personnel Officer for evaluation. \* If no employment summary is prepared, the personnel file is kept 20 years after separation. Summary files contain the following pertinent information condensed from the personnel files: appointments, resignations, promotions, salary history, years of service, and all accumulate leave.

*Approval Date:*

August 19, 2003; Revised August 20, 2013; Revised August 25, 2015

**GS 027**

*Also Called:*  
*Function:*  
*Content:*

**Employee Medical Records**

Family Medical Leave Act Records; Americans with Disabilities Act Records; Hazardous Exposure Records; Employment Physicals or Screenings

Records documenting an individual employee's work related medical history.  
Records may include but are not limited to: medical examination records (pre-employment, pre-assignment, periodic, or episodic), X-rays, records of significant health or disability limitations related to job assignments, documentation of work related injuries or illnesses, hearing test records, hazard exposure records (see below), drug testing records, first aid incident records, physical examination statements, Family Medical Leave Act records, release consent forms, and related correspondence. Hazard exposure records document an employee's exposure to hazardous conditions such as chemicals, toxic substances, blood-borne pathogens, biological agents, bacteria, virus, fungus, radiation, noise, dust, heat, cold, vibration, repetitive motion, or other dangerous conditions.

*Minimum Retention:*

Hazard Exposure Records 30 years after separation; all other records 7 years after separation

*Disposition:*

Destroy securely

*Note:*

These records are not personnel records. Pursuant to the Americans with Disabilities Act, medical records must be kept physically separate from personnel records. See also: 29 CFR 1910.1020 for more information on the retention of Hazard Exposure Records.

*Approval Date:*

August 19, 2003; Updated January 8, 2015

# City of Moberly City Council Agenda Summary

Agenda Number: #10.  
 Department: City Manager  
 Date: February 6, 2023

**Agenda Item:** A Resolution Authorizing The City Manager To Enter Into An Agreement With Bricton Group, Inc., For Hotel Development Consulting Services

**Summary:** The City of Moberly, Downtown Moberly Community Improvement District has worked on a downtown hotel project for many years. After consulting various developers for the project, the Bricton Group was approached about a potential development and management agreement for a public/private partnership on a 55-room boutique, limited service hotel in downtown Moberly. This project will improve economic and tourism development for downtown, the city and our region as a destination for business and leisure travel. The Bricton Group work is identified in the scope of service, but will be a full service operator for a potential ownership group. A feasibility study was developed by Gray Hospitality showing a favorable approach for a successful development. Staff anticipates Bricton’s efforts will leave to a flagged boutique hotel with a private label to elevate the property and revenues for the project. This agreement was approved for funding by the Downtown CID for the first two phases of the scope of services. After the first two phases are complete. The council and Downtown CID will decide if further forward progress is achievable

**Recommended Action:** Approve this resolution

**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 checked="" 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>Kyser</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Lucas</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 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRICTON GROUP, INC., FOR HOTEL DEVELOPMENT CONSULTING SERVICES.**

**WHEREAS**, the Downtown Moberly Improvement District and the City of Moberly are desirous of developing a downtown hotel as part of their continuing efforts to revitalize downtown Moberly; and

**WHEREAS**, Bricton Group, Inc., (“Bricton”) has valuable experience consulting with entities working to develop hotels and city staff and District staff believe they would be a valuable partner in the development of a downtown hotel; and

**WHEREAS**, attached hereto is a proposed Hotel Development Consulting Services Agreement (“Agreement”) submitted by Bricton outlining the general terms and conditions under which they will provide the services described above.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into the attached Agreement with Bricton and further to take such other and necessary actions to effectuate the purposes of this resolution.

**RESOLVED** this 6<sup>th</sup> day of February, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, City Clerk

**HOTEL DEVELOPMENT CONSULTING SERVICES AGREEMENT**

**THIS HOTEL DEVELOPMENT CONSULTING SERVICES AGREEMENT** (this “**Agreement**”), is made and entered into as of this \_\_\_\_\_ day of February, 2023 (the “**Effective Date**”), by and among the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and political subdivision of the State of Missouri having a principal office at 101 West Main Street, Moberly, Missouri 65270 (the “**District**”); the CITY OF MOBERLY, MISSOURI, a city of the third class and Missouri municipal corporation having a principal office at 101 West Main Street, Moberly, Missouri 65270 (the “**City**”); and THE BRICTON GROUP, INC., an Illinois corporation having a principal office at 1250 Feehanville Drive, Mount Prospect, Illinois 60056 (the “**Consultant**”).

**RECITALS**

**A.** The District was formed as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act, sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”) to undertake, facilitate and promote certain actions, projects and programs designed to revitalize the downtown area of the City (collectively, the “**Revitalization Project**”).

**B.** The City is the fee owner of certain improved real properties including the Kelly Hotel, the Parking Lot, and the Smith Building (collectively, the “**Properties**”) .which are located within a designated redevelopment area determined by the Moberly City Council to be a “blighted area” (as that term is used and defined in Chapter 353 of the Revised Statutes of Missouri, as amended) and which are currently economically underutilized.

**C.** The District and the City are each desirous of facilitating the development of a branded downtown hotel utilizing some portion of the Properties (the “**Project**”) and to this end the Consultant has agreed to provide certain selected and modified services based upon an original proposal dated October 18, 2022 by the Consultant (the “**Original Proposal**”), which modified services are summarized in Exhibit A attached to and incorporated by reference in this Agreement (collectively, and as further detailed in this Agreement, the “**Modified Services**”) all designed to obtain firm commitments by one or more recognized hotel operators to develop and operate the Project.

**D.** Subject to the limitations of this Agreement the District and the City wish to engage the Consultant to provide the Modified Services. all in accordance with and subject to the terms and conditions of 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 District, the City, and the Consultant each hereby agrees as follows:

**1. Services to be Provided.** The Consultant shall furnish all materials, tools, vehicles, supplies, labor, supervision, and all other incidentals which may be necessary to provide/perform each of the Modified Services specified below:

**1.1. Phase 1 Modified Services.** Utilizing existing City and District materials including, without limitation, various plans, layouts and construction budgets prepared by others such as Mashburn Development and Cobblestone Hotels; feasibility studies prepared by Grey Hospitality and others; and such other materials and information in the possession of the City and the District, the Consultant in consultation with City and District representatives shall determine and present in narrative and graphic form an appropriate and viable hotel development program specifying hotel type, i.e.. limited, select, or full service; number and types of rooms and layouts, proposed amenities, and franchise opportunities; and shall update and provide a preliminary construction budget based on the foregoing. Additionally, the Consultant shall work with Grey Hospitality to update and bring current the June 2021 study by Grey Hospitality, order such STR reports and gather necessary information to complete a project underwrite, and based upon the foregoing, develop a final financial model with capital stack, cash flow, and 10-yr operating proforma in a form suitable for presentation to potential lenders and investors and to potential hotel operators including, without limitation Wyndham Hotels and Resorts, Inc. (“**Wyndham**”).

**1.2. Phase 2 Modified Services.** Utilizing products and materials developed in Phase 1 as modified in Section 1.1 of this Agreement, the Consultant shall engage and negotiate a binding Letter of Interest with Wyndham, a branded affiliate of Wyndham, or another similar hotel operator for the development and operation of the Project. The Letter of Interest shall specify any ramp-up incentives, royalty fees, reserve percentages and other details required by Wyndham to undertake the Project which sums and costs shall be added to the pro forma developed by the Consultant. In the negotiations, the Consultant is hereby authorized to utilize and share with Wyndham (or other hotel operator so engaged) any of the information or materials including, without limitation, financial information, developed in the previous Phase and the City and the District shall each cooperate with and support the Consultant in the negotiations; *provided that* unless the Consultant is able to successfully negotiate and deliver to the City and the District a binding Letter of Interest in developing the Project within 360 days of the Effective Date, (unless this period is extended by mutual agreement of the parties) or unless the terms of the Letter of Interest so delivered are unacceptable to the City and the District (written notice of which shall be delivered to the Consultant within ten (10) days of delivery of the Letter of interest) in either event this Agreement shall terminate and neither party shall have any further obligation to the others; *provided that* the Consultant shall be entitled to full compensation related to the Phase 2 Modified Services. In the event an acceptable Letter of Interest is delivered within the time provided in this Section 1.2, the Consultant shall assist with paperwork required by Wyndham for corporate approval and work with Wyndham development personnel and the Project architect on Wyndham standards required. Any such standards shall be reflected in a finalized construction budget produced by the Consultant. During the period of negotiations, the Consultant shall additionally assist the City and the District in obtaining debt and or equity financing by engaging brokers to pursue possible project lenders to provide necessary construction and permanent financing and working to identify and engage potential local and regional investors.

**2. Further Services; Modification of Agreement.** At any time following and subject to the delivery of an acceptable binding Letter of Interest and its approval by applicable corporate authorities, the City and the District may engage the Consultant to provide further services based upon the scope of services in the Original Proposal or such other services as may be determined to be prudent and necessary (collectively, the “**Further Services**”). In such case this Agreement shall be amended and supplemented in a writing incorporating the Further Services to be provided, the compensation associated with each, and other customary details.

**3. Compensation.** The amounts specified below shall constitute the full and entire compensation to the Consultant under this Agreement for satisfactory provision by the Consultant of the Services.

**3.1. Initial Engagement.** Within fifteen (15) days of the full execution of this Agreement the District shall compensate the Consultant in the non-refundable amount of Twenty-Five Thousand Dollars and no cents (\$25,000.00) as a good faith engagement fee and as full compensation for services provided under Phase 1A, as set forth on Exhibit A.

**3.2. Phase 1.** For satisfactory provision of the Phase 1 Modified Services as set forth in section 1.1 of this Agreement, the District shall compensate the Consultant in the lump sum amount of Twenty-Eight Thousand Five Hundred Dollars and no cents (\$28,500.00).

**3.3. Phase 2.** For satisfactory provision of the Phase 2 Modified Services as set forth in section 1.2 of this Agreement, the District shall compensate the Consultant in the lump sum amount of Forty-One Thousand Five Hundred Dollars and no cents (\$41,500.00).

**3.4. Reimbursements.** In addition to Consultant’s professional fees in Sections 3.1 through 3.3 above, the District shall reimburse Consultant for any vendors / consultants we hire (with District’s prior approval) and all out-of-pocket travel and related expenses while traveling in performance of services provided under this Agreement.

**3.5. Invoicing.** For services provided in sections 3.2 through 3.4 of this Agreement, the Consultant shall invoice the District on a monthly basis specifying services provided during such period. Invoices shall be addressed to the District for payment and the District shall make each payment in a lump sum within sixty (60) days of receipt of a complete invoice.

**4. Time for Performance; Force Majeure.** This Agreement shall be effective upon the Effective Date. The Consultant shall commence providing the Services under this Agreement immediately upon execution of this Agreement and shall faithfully and substantially complete the Phase 1 Modified Services not later than December 31, 2023 (the “**Contract Time**”). It is understood that time is of the essence and that satisfactory completion of the Phase 1 Modified Services within the Contract Time are essential conditions of this Agreement; *provided that* neither the District, the City nor the Consultant shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended on a day-for-day basis, in the event of any delay directly resulting from causes beyond the parties’ reasonable control (“**Force Majeure**”).

**5. Proprietary Rights; Confidential Information.** The parties to this Agreement each agree that the work products from the Services, shall be owned by the District or the City, as applicable; *provided that* nothing contained in this section 5 shall be construed as prohibiting the Consultant from utilizing in any manner knowledge and experience of a general nature acquired in the performance of any Services or referencing the Services in any marketing materials of the Consultant, but subject to the provisions of the paragraphs below.

**5.1.** The term “Confidential Information” shall include all information whether in oral, written, electronic or other from acquired by or disclosed to the Consultant during the term of this Agreement which is identified or designated by the District or by the City as proprietary and confidential, which Confidential Information shall remain the sole property of the party so identifying or designating (each, as applicable, a “**Designating Party**”). Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

**5.2.** The Consultant agrees that other than as expressly provided in this Agreement, the Consultant shall not use for any purpose or disclose to any party not a named party to this Agreement any Confidential Information without the express written consent of the applicable Designating Party. The Consultant party agrees to safeguard the Confidential Information against use or disclosure other than as authorized by the Designating Party or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those the Designating Party exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. The Consultant shall permit access to the Confidential Information only to those officers, employees or agents of the Consultant who in the course of such employment require access in performance of their duties under this Agreement. The Consultant may also permit access, as necessary, to potential vendors or other consultants in soliciting bids and / or services to the Project.

**6. Early Termination.** The District or the City (each a “**Terminating Party**”), shall have the right to terminate this Agreement in whole or in part, as applicable at any time for any reason by giving the Consultant thirty (30) days prior written notice to such effect. In such event, the Terminating Party shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under this Agreement an amount equal to the cost of all Services performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant. In the event of any such termination of this Agreement, the parties agree that neither the District nor the City shall be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.

**7. Right to Cure Preserved.** In the event of any default in or breach of any term or conditions of this Agreement by any party, prior to instituting any action at law or in equity, the aggrieved party shall give written notice to the breaching or defaulting party specifying, in the opinion of the aggrieved party the nature of the breach, and the defaulting or breaching party shall, upon receipt of such written notice from the aggrieved party, proceed immediately to cure or remedy such

default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may then institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party.

**8. No Agency Relationship; No Third Party Beneficiary.** Nothing contained in this Agreement nor any act of any of the parties shall be deemed or construed to create a partnership or agency relationship between or among the parties. The Consultant shall be deemed an independent contractor hereunder. The Consultant shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Consultant shall be employees of the Consultant and not employees of the District or the City in any respect. Neither the District nor the City shall have any liability for the acts solely within control of the Consultant. The parties to this Agreement do not intend to confer any benefit under this Agreement on any other person or entity other than the named parties hereto.

**9. Compliance with Laws.** The Consultant shall at all times comply with all applicable local, state and federal laws and regulations.

**10. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the addresses set forth below, and transmitted by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested:

(i) In the case of the District, to:

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.

(ii) In the case of the City, to:

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

(ii) In the case of the Consultant, to:

The Bricton Group. Inc.

1250 Feehanville Drive  
Mount Prospect, Illinois 60056  
Attn: \_\_\_\_\_

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this section 10.

**11. Mutual Cooperation.** Each party to this Agreement hereby further agrees and covenants: (i) to allow access to the Properties or any portions thereof at all reasonable times; (ii) to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; (iii) to promptly make and deliver such timely decisions as may be required to permit each of the other parties to perform its obligations under this Agreement; (iv) 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 (v) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

**12. Assignment.** This Agreement shall not be assignable by any party without prior written consent of the other parties.

**13. Entire Agreement; No Waiver by Prior Actions.** This Agreement constitutes the entire agreement among the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or affect. This Agreement may be amended, changed or supplemented only by written agreement executed by each of the parties hereto. 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.

**14. Governing Law; Forum Selection; Waiver of Objections.** This Agreement and its performance shall be deemed to have been fully executed, made by the parties in, and governed by and construed in accordance with 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 each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

**15. Headings; No Presumption; Agreement Preparation.** The headings and captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement of any provision thereof and shall in no way be deemed to explain, modify, amplify or aid in the interpretation or construction of the provisions of this Agreement. Each party to this Agreement and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. 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 and the documents attached as exhibits hereto have been completely read by them and that those terms are fully understood and voluntarily accepted by them. In any interpretation, construction or determination of the meaning of any provision of this Agreement, no presumption whatsoever shall arise from the fact that the Agreement was prepared by or on behalf of any party hereto.

**16. Severability.** The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining word, phrase, term, sentence, paragraph covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**17. 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 each of the parties hereto, notwithstanding that the 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 parties hereto have caused this Agreement to be executed as of the day and year first above written.

DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT (the “**District**”)

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

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF MOBERLY, MISSOURI (the “**City**”)

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

ATTEST:

\_\_\_\_\_  
Shannon Hance, City Clerk

THE BRICTON GROUP, INC. (the “**Consultant**”)

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

Title:

ATTEST:

\_\_\_\_\_

**EXHIBIT A**

**MODIFIED SCOPE OF SERVICES**

**Phase 1 Scope:** **Tour / evaluate different buildings / sites as to theme, room count, function, and cost **Already Completed; No Additional Charge.****

**A**

**Develop proposed building layouts for rooms, meeting rooms, F&B, and back of house functions**

**B**

Utilizing existing plans and layouts prepared by others, update and establish preliminary construction budget. Determine viable development program and appropriate hotel types and mix.

**Update the Project Feasibility Study based on proposed plan(s)**

**C**

Update June 2021 study by Grey Hospitality. Order STR reports and gather necessary information to complete project underwrite

**Develop final financial model with capital stack, cash flow, and 10-yr operating proforma**

**D**

Produce project underwrite which incorporates Grey study with supporting documentation to support sections E-F below.

**Phase 2 Scope:** **Negotiate Wyndham franchise agreement**

**E**

Work with Owner and Wyndham representatives to provide necessary paperwork for binding LOI. When LOI is issued by Wyndham, negotiate ramp-up incentives, royalty fees, reserve percentages and other details.

Assist with paperwork required by Wyndham for corporate approval.

After application acceptance, work with Wyndham development personnel and architect on Wyndham standards required and incorporate same in finalized construction budget.

**Assist in obtaining debt and or equity financing**

**F**

Engage brokers to pursue possible project lenders to provide necessary construction and permanent financing.

Working with the City and the District, identify and engage potential local and regional investors

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
Department: Police  
Date: February 7, 2023

**Agenda Item:** A Resolution Authorizing Closing Of Streets And Parking Lots And Public Consumption Of Alcohol For Junk Junktion And The Gus Macker Basketball Tournament.

**Summary:** Moberly Area Chamber of Commerce is requesting permission to hold the 2023 Junk Junktion and Gus Macker Street basketball tournament on September 9 and 10, 2023 in the Depot District in downtown Moberly. They also request street closures, prohibited parking on some streets and parking lots beginning on Thursday Sept. 7 at 6:00pm through Sept 10 at 7:00pm, use of municipal parking lots and a beer garden on N 5<sup>th</sup> street for Sept. 8<sup>th</sup> at 6:00pm to Sep. 10<sup>th</sup> at 7:00pm and 18<sup>th</sup>, 2022. See attached request letter from Moberly Chamber of Commerce, Meghan Schmitt, and the attached map.

**Recommended Action** Approve this resolution

**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 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>Kyser</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Lucas</b>	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

<b>ATTACHMENTS:</b>		<b>Role Call</b>	<b>Aye</b>	<b>Nay</b>
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	<b>Mayor</b>		
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance	M__ S__ <b>Jeffrey</b>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	<b>Council Member</b>		

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

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION AUTHORIZING CLOSING OF STREETS AND PARKING LOTS AND PUBLIC CONSUMPTION OF ALCOHOL FOR JUNK JUNKTION AND THE GUS MACKER BASKETBALL TOURNAMENT.**

**WHEREAS**, the Moberly Chamber of Commerce (the “Chamber”) has sought permission to close streets and parking lots and to prohibit parking for Junk Junktion (“Junk”), the Gus Macker Basketball Tournament (“Macker”), the Patriot Car Show (“Patriot”) and a beer garden (“Garden”) beginning on Thursday, September 7 until Sunday, September 10, 2023; and

**WHEREAS**, attached hereto is the description of events and street closures requests by the Moberly Area Chamber of Commerce for the Junk Junktion and Gus Macker events; and

**WHEREAS**, the Chamber has sought permission to allow the public consumption of alcoholic beverages from 9:00 am September 9 to 5:00 pm September 10 for persons using designated glassware and identifying wristbands at the following locations: (1) the 100, 200, 300, 400 and 500 blocks of Reed Street; (2) 4<sup>th</sup> Street from Rollins to Coates Street; (3) 5<sup>th</sup> Street from Rollins to Coates Street; (4) North Williams Street from Rollins to Coates Street; (5) the parking lot directly west of the Moberly Municipal Auditorium; (6) the 100, 200, 300, 400 and 500 blocks West Coates Street; (7) the Moberly Parks and Recreation parking lot; (8) Depot Park; and (9) North Clark Street from Franklin Street to Rollins Street; and

**WHEREAS**, Section 6-5 of the City Code prohibits public consumption of alcoholic beverages on public spaces unless specifically authorized by the City for special events; and

**WHEREAS**, the Chamber has sought permission to place a tent in the Moberly Parks and Recreation parking lot for Gus Macker registration; and

**WHEREAS**, the participating organizations seek permission to hang Junk Junktion Banner(s) on the pedestrian bridge over Rollins Street; and

**WHEREAS**, the Chamber has sought permission to use 219 and 220 Reed Street as a hospitality location for the Macker event on September 7 to 10 and the Municipal Building Conference Room for Volunteer Hospitality; and

**WHEREAS**, city staff has reviewed the application of the Chamber of Commerce to hold the special events described herein and to authorize public consumption of alcoholic beverages on public spaces and recommends approval.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby authorizes the closure of streets and parking lots and prohibits parking in the same designated areas for the Junk Junktion and Gus Macker Basketball Tournament special events, and further authorizes the consumption of alcoholic beverages on the public spaces designated herein, such other requests contained herein, and all other activities related to the events permitted herein.

**RESOLVED** this 6th day of February, 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk



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

January 3, 2022

**REVISED February 1, 2023 (revisions highlighted)**

To: City of Moberly

RE: Junk Junktion & Gus Macker – Saturday, September 9, 2022 & Sunday, September 10, 2022

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

1. Permission to hold:
  - The Gus Macker Basketball Tournament on North **Clark** from Rollins to Coates Street and the **Moberly Parks & Recreation parking lot and city hall parking lots** on Saturday, September 9<sup>th</sup> and Sunday, September 10<sup>th</sup>
  - Junk Junktion Vintage Vendor Market on the 100, 200, 300, 400 & 500 blocks of W Reed Street on Saturday, September 9<sup>th</sup> and Sunday, September 10<sup>th</sup>
  - Moberly Parks and Recreation parking lot on the corner of N Clark & W Reed Saturday, September 9<sup>th</sup> and Sunday, September 10<sup>th</sup>
  - JROTC Patriot Car Show on 4<sup>th</sup> Street Saturday, September 9<sup>th</sup>
  - Food & beer garden on North 5<sup>th</sup> Street Saturday, September 9<sup>th</sup> and Sunday, September 10<sup>th</sup>.
2. Permission to close the following streets from 6:00pm on Friday, September 8<sup>th</sup> to 7:00 pm on Sunday, September 10<sup>th</sup> at the following locations:
  - The 100, 200, 300, 400 & 500 blocks of W Reed Street
  - 4<sup>th</sup> Street **in the highlighted areas on map**
  - 5<sup>th</sup> Street **in the highlighted areas on map**
  - **North Williams in the highlighted areas on map**
  - **City Hall Parking lot**
  - Moberly Parks and Recreation Parking Lot on the corner of N Clark & W Reed St
  - The Depot Park parking lot
3. Permission to close the following streets from 6:00pm on Thursday, September 7<sup>th</sup> through Sunday, September 10<sup>th</sup> at 7:00pm at the following locations:
  - **Clark** from Rollins to Coates Street
  - The parking lot directly West of the Moberly Municipal Auditorium
4. Permission to prohibit parking on the following streets from 6:00pm on Friday, September 8<sup>th</sup> to 7:00 pm on Sunday, September 10<sup>th</sup>:
  - In the 100, 200, 300, 400 & 500 blocks of Reed Street
  - 4<sup>th</sup> Street **in the highlighted areas on map**
  - 5<sup>th</sup> Street **in the highlighted areas on map**
  - **West Coates Street in the 300 and 400 block parking spaces (for Car Show Overflow)**
  - Depot Park Parking Lot
  - Moberly Parks and Recreation parking lot on the corner of N Clark & W Reed
  - **City Hall Parking Lot**
5. Permission to prohibit parking on the following street from Thursday, September 7<sup>th</sup> at 6:00pm through Sunday, September 10<sup>th</sup> at 7:00pm

- **Clark** from Rollins to Coates Street
6. Public consumption ordinance to be lifted in the street and on the sidewalks starting at 9:00am on Saturday, September 9<sup>th</sup> through 5:00pm on Sunday, September 10<sup>th</sup> during Junk Junktion & Gus Macker for event participants using designated glassware and identifying wristbands:
    - On the 100, 200, 300, 400 & 500 blocks of Reed Street
    - 4<sup>th</sup> Street from Rollins to Coates Street
    - 5<sup>th</sup> Street from Rollins to Coates Street
    - North Williams from Rollins to Coates
    - The parking lot directly West of the Moberly Municipal Auditorium
    - In the 100, 200, 300, 400 & 500 blocks of W Coates St
    - Parking Lot across from the Moberly Parks and Recreation
    - Depot Park
    - N Clark Street from intersection of Franklin to Rollins
  7. Permission to place a tent in the **Moberly Parks and Recreation parking lot for Gus Macker registration**
  8. Permission to hang a Junk Junktion & Gus Macker Event Banners on the Pedestrian Bridge over Rollins Street.
  9. Permission to use 220 and 219 Reed for Gus Macker Fire & Police Headquarters.
  10. **Permission to use the Municipal Conference Room for Volunteer Hospitality**

This event was established in 2018 to enhance MHS Homecoming weekend. Due to the lack of volunteers and students able to participate in Gus Macker we made the decision to move the weekend away from Homecoming in 2022. Today this event is now Moberly's largest tourism event, bringing in over 12,000 attendees from the weekend. Not only does this event support businesses in the Depot District, but it supports businesses throughout town and surrounding counties in hotel stays. In 2022, 490 zip codes were received from 122 different counties in 13 different states with an estimate of around 13,000 people in attendance.

Vendors will again set up in the street to sell their items in the 100, 200, 300, 400 and 500 blocks of Reed Street and the car show will be held on 4<sup>th</sup> Street from Rollins to Coates Street. With concern for public safety in mind we request to close **portions of** 4<sup>th</sup> Street, 5<sup>th</sup> Street and **Williams Street** for emergency access only.

We would like to request that N Clark Street & the 200 & 300 block of Coates Street be closed to thru traffic and used for emergency access only. Vendor parking only will be allowed on N Clark Street so emergency vehicles can go through this street.

Volunteers will be stationed at the intersection of Coates and Clark as well as Clark and Rollins to direct vehicles around the closed streets. Barricades that the volunteers can easily move for emergency vehicles will also be placed at these intersections.

We will continue to space vendors further apart, have hand sanitizer stations and provide masks if the COVID-19 pandemic is still prevalent. Retail, restaurants, hotels/airbnbs and attractions throughout town will each be notified of the event. Residents and businesses in the road closure zones will be notified of the closure directly through mailed letters and posted signs.

**Moberly Area Chamber of Commerce**

211 West Reed Street | Moberly, MO 65270

phone 660.263.6070 | fax 660.263.9443

[www.MoberlyChamber.com](http://www.MoberlyChamber.com)

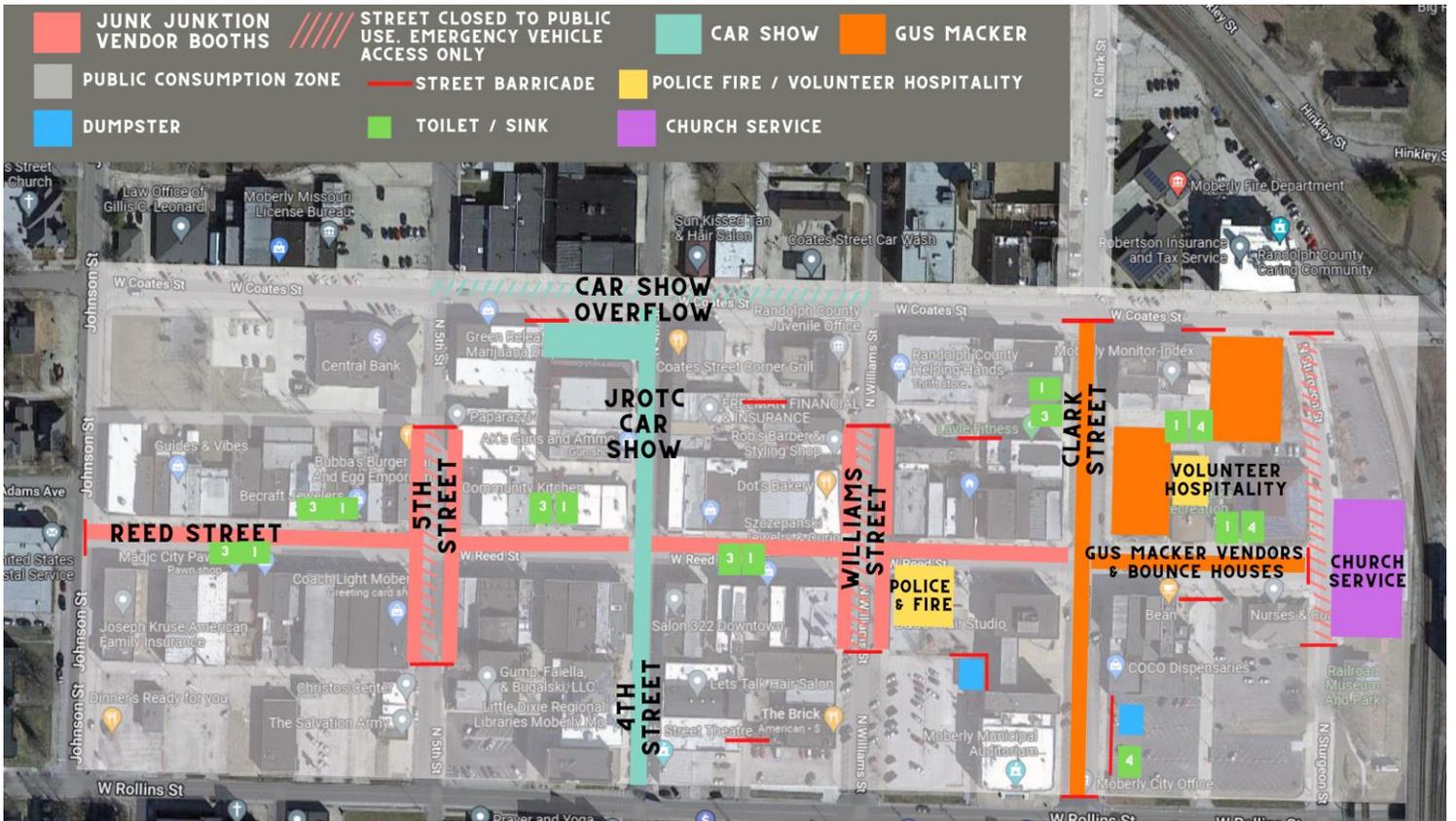
In 2019, 2020, 2021 and 2022 we imitated the Taste of Missouri Wine Stroll by requesting enforcement of the ordinances regarding the open container and consumption of alcohol be lifted temporarily in Downtown Moberly. Attendees will again be able to purchase alcoholic beverages from licensed alcohol vendors and participating downtown restaurants in the 100, 200, 300, 400 and 500 blocks of both Reed and Coates and “sip and shop” during the event in the street and on the sidewalks. Alcohol vendors will be required to card and armband those attendees approved to drink alcohol during the event. Alcohol vendors will serve alcohol in designated cups to be used within the specified areas.

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

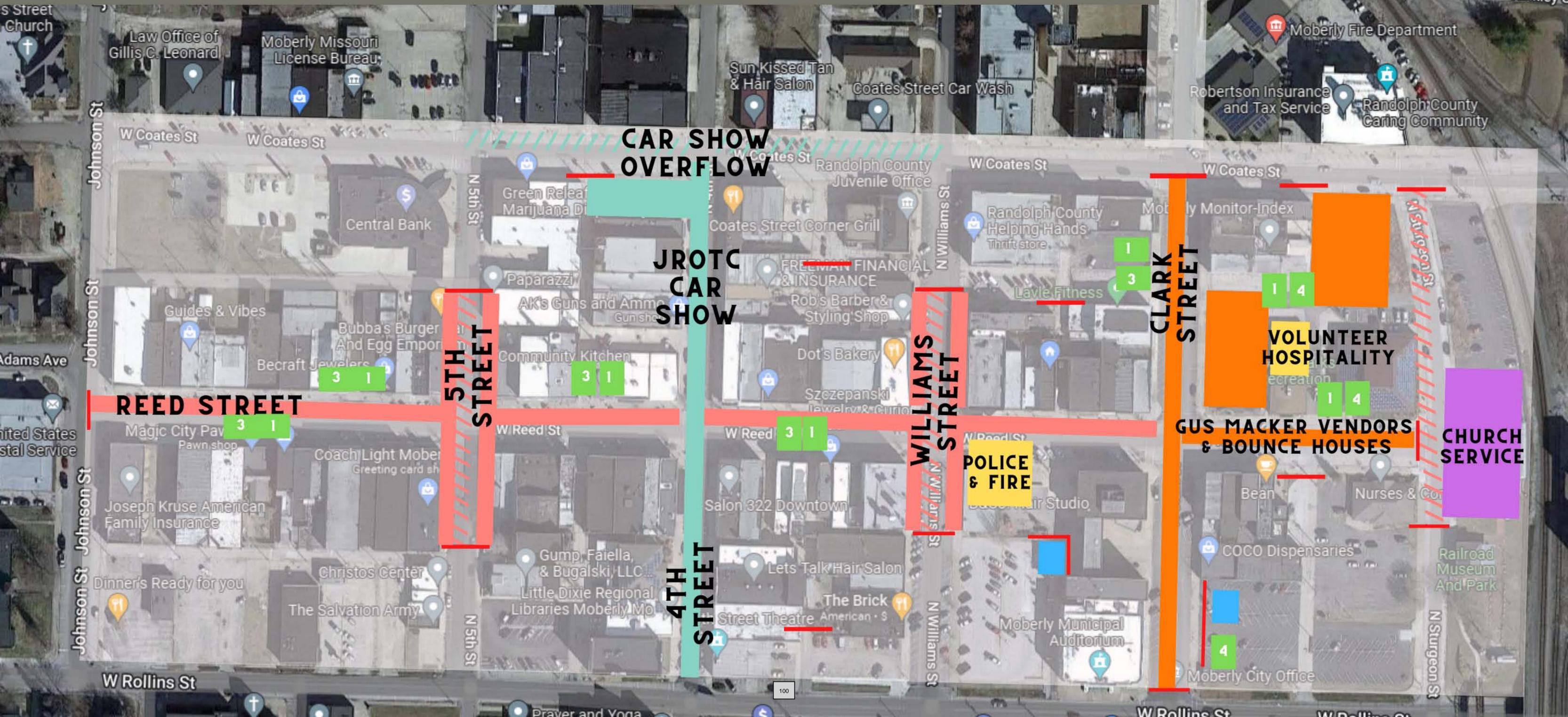
Thank you for your time and consideration.

Sincerely,

Megan Schmitt  
Executive Director – Moberly Area Chamber of Commerce



 JUNK JUNCTION VENDOR BOOTHS	 STREET CLOSED TO PUBLIC USE. EMERGENCY VEHICLE ACCESS ONLY	 CAR SHOW	 GUS MACKER
 PUBLIC CONSUMPTION ZONE	 STREET BARRICADE	 POLICE FIRE / VOLUNTEER HOSPITALITY	
 DUMPSTER	 TOILET / SINK	 CHURCH SERVICE	



# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: City Clerk  
 Date: February 6, 2023

#12.

**Agenda Item:** A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

**Summary:** Through the course of regular City operations, debts to various vendors and agencies are incurred. The majority are charged to the City through invoices, other debts are incurred through contractual arrangements for services, financing of purchases, and long-term debt. This resolution approves payment of two types of items; (1) those with due dates within the next two weeks, and (2) for payments that have been made for items with due dates that occurred since the previous appropriation.

**Recommended Action:** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget :** N/A

ATTACHMENTS:		Roll Call	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>Kyser</b>	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ <b>Lucas</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 APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$643,195.43.**

**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 February 6, 2023, in the amount of **\$85,338.14.**
- SECTION 2: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 6, 2023, in the amount of **\$49,519.55.**
- SECTION 3: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 6, 2023, in the amount of **\$33.18.**
- SECTION 4: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 6, 2023, in the amount of **\$4,183.77.**
- SECTION 5: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 6, 2023, in the amount of **\$155,259.39.**
- SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 6, 2023, in the amount of **\$94,649.58.**
- SECTION 7: There is hereby appropriated out of the **Perpetual Care Cemetery Sales Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 6, 2023, in the amount of **\$54.00.**
- SECTION 8: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 6, 2023, in the amount of **\$129,625.42.**
- SECTION 9: 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 February 6, 2023, in the amount of **\$38,124.15.**
- SECTION 10: 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 February 6, 2023, in the amount of **\$27,861.38.**
- SECTION 11: 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 February 6, 2023, in the amount of **\$26,465.87.**
- SECTION 12: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 6, 2023, in the amount of **\$7,373.95.**
- SECTION 13: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 6, 2023, in the amount of **\$1,250.00.**
- SECTION 14: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 6, 2023, in the amount of **\$12,068.00.**
- SECTION 15: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 6, 2023, in the amount of **\$6,631.14.**
- SECTION 16: There is hereby appropriated out of the **Health Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due February 6, 2023, in the amount of **\$4,757.91.**

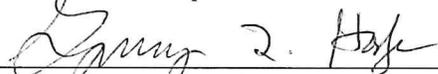
**NOW, THEREFORE**, the Moberly City Council authorizes these expenditures.  
**RESOLVED** this 6th day of February 2023, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

\_\_\_\_\_  
Shannon Hance, MRCC, City Clerk

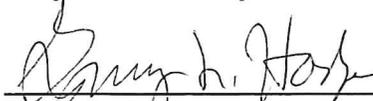
I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

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

**EXPENSES PAID JANUARY 14, 2023 - FEBRUARY 3, 2023 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE FEBRUARY 6, 2023 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	85,338.14
Payroll Fund	\$	49,519.55
Solid Waste Fund	\$	33.18
Heritage Hills Golf Course Fund	\$	4,183.77
Parks and Recreation Fund	\$	155,259.39
Airport Fund	\$	94,649.58
Perpetual Care Cemetery Sales Fund	\$	54.00
Utilities OP & Maintenance Fund	\$	129,625.42
2004B SRF Bonds Debt Service Fund	\$	38,124.15
2006A SRF Bonds Debt Service Fund	\$	27,861.38
2004C Bonds Debt Service Fund	\$	26,465.87
Emergency Telephone Fund	\$	7,373.95
Transportation Trust Fund	\$	1,250.00
Street Improvement Fund	\$	12,068.00
Downtown CID Property Tax Fund	\$	6,631.14
Health Trust Fund	\$	4,757.91
<b>Total</b>	<b>\$</b>	<b>643,195.43</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

2/3/2023  
\_\_\_\_\_  
Date

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

Check Number	Check Issue Date	Vendor Number	Payee	Amount
0	02/01/2023	10336	MISSOURI LAGERS	44,211.15
0	02/01/2023	10189	FRANCOTYP-POSTALIA INC	210.00
91893	02/01/2023	10642	FERRELL SHARON	39.38- V
91949	02/01/2023	10019	AGEE, CARL W	1,320.00- V
92234	01/20/2023	10020	AHRENS STEEL & WELDING INC	553.56
92235	01/20/2023	10027	AMAZON CAPITAL SERVICES	906.60
92236	01/20/2023	10040	ARROW ENERGY INC	23,680.84
92237	01/20/2023	10069	BENN, RYAN D	172.00
92238	01/20/2023	10087	BRENDLINGER ENTERPRISES INC	60.00
92239	01/20/2023	10127	CORE & MAIN LP	4,278.02
92240	01/20/2023	95078	COUNTY BANK	6,642.00
92241	01/20/2023	10138	CUNNINGHAM VOGEL & ROST PC	1,922.00
92242	01/20/2023	10176	FASTENAL COMPANY	671.95
92243	01/20/2023	10177	FEDERAL EXPRESS	274.01
92244	01/20/2023	10599	FLETCHERS EXCAVATING LLC	600.00
92245	01/20/2023	10223	HAWKINS INC	16,625.10
92246	01/20/2023	10259	JOHN DEERE FINANCIAL	1,455.37
92247	01/20/2023	10265	KNAPHEIDE TRUCK EQUIPMENT CENTER	322.40
92248	01/20/2023	10289	MACON ELECTRIC COOPERATIVE	20.44
92249	01/20/2023	10294	MARTECK	100.00
92250	01/20/2023	10316	MFA OIL COMPANY	6,721.66
92251	01/20/2023	10317	MFA PROPANE	5,367.53
92252	01/20/2023	10321	MIDWEST CUSTOM TRUCKS	445.00
92253	01/20/2023	10338	MISSOURI MUNICIPAL LEAGUE	45.00
92254	01/20/2023	10344	MISSOURI PUBLIC UTILITY ALLIANCE	4,955.00
92255	01/20/2023	10350	MISSOURI WATER & WASTEWATER CONFERENCE	35.00
92256	01/20/2023	10355	MO ONE CALL SYSTEM INC	157.50
92257	01/20/2023	10375	NEMO ELECTRIC CO INC	1,932.60
92258	01/20/2023	97906	NORLAB INC	87.00
92259	01/20/2023	97927	NPG NEWSPAPERS INC	2,500.00
92260	01/20/2023	10384	O'REILLY AUTOMOTIVE STORES INC	190.85
92261	01/20/2023	10410	PRO PUMPING & HYDROJETTING LLC	1,484.50
92262	01/20/2023	98670	SAMUELS FLOORING & REMODELING	2,512.75
92263	01/20/2023	10459	SCHULTE SUPPLY INC	12,241.25
92264	01/20/2023	10466	SENTINEL EMERGENCY SOLUTIONS	84.20
92265	01/20/2023	10469	SHERWOODS SIGNS LLC	305.00
92266	01/20/2023	10490	SUMNER ONE	207.68
92267	01/20/2023	99257	SYDENSTRICKER FARM & LAWN	82.16
92268	01/20/2023	10515	TYDANCO INC	100.00
92269	01/20/2023	10519	UNIFIRST CORPORATION	1,614.05
92270	01/20/2023	10573	WOOGEDY LLC	15.00
92271	01/20/2023	95078	COUNTY BANK	35.00
92272	01/27/2023	10027	AMAZON CAPITAL SERVICES	997.46
92273	01/27/2023	10035	ARCHIVESOCIAL	5,988.00
92274	01/27/2023	10040	ARROW ENERGY INC	26,411.67
92275	01/27/2023	10044	AT&T 5001	5,679.33
92276	01/27/2023	10048	ATIS ELEVATOR INSPECTION LLC	510.00
92277	01/27/2023	10064	BARR ENGINEERING COMPANY	4,376.00
92278	01/27/2023	94279	BATTERY OUTFITTERS	72.29
92279	01/27/2023	10659	BLEIGH CONSTRUCTION COMPANY	98,190.64
92280	01/27/2023	94593	BROWNFIELD OIL CO INC	51.00
92281	01/27/2023	10095	BUTLER SUPPLY INC	48.92
92282	01/27/2023	10105	CASON BUILDING MAINTENANCE INC	2,463.70

Check Number	Check Issue Date	Vendor Number	Payee	Amount
92283	01/27/2023	95053	COPE TRAILER SALES LLC	626.00
92284	01/27/2023	10132	CROSS, ISABELLA	225.00
92285	01/27/2023	10134	CROWN POWER & EQUIPMENT	733.52
92286	01/27/2023	95205	DAVID ALLEN CONSTRUCTION LLC	15,742.50
92287	01/27/2023	95254	DAWSON, KENZIE	275.00
92288	01/27/2023	95354	DIVE RESCUE INTERNATIONAL	465.20
92289	01/27/2023	10155	DMC CONCRETE CONSTRUCTION	16,544.00
92290	01/27/2023	10176	FASTENAL COMPANY	133.35
92291	01/27/2023	10197	GALLS LLC	44.76
92292	01/27/2023	10202	GLENNS GARAGE DOORS LLC	711.00
92293	01/27/2023	10207	GREEN HILLS VETERINARY CLINIC LLC	982.40
92294	01/27/2023	96126	HANNIBAL CONCRETE PRODUCT COMP	4,980.00
92295	01/27/2023	96455	HULTZ, RACHEL	53.04
92296	01/27/2023	10244	HYDRO KINETICS	455.00
92297	01/27/2023	10247	IIMC	185.00
92298	01/27/2023	96609	JAMES, FENCING	2,150.00
92299	01/27/2023	10264	KIWANIS OF MOBERLY	888.00
92300	01/27/2023	10664	KT HEALTH CLINIC	400.00
92301	01/27/2023	10285	MACK HILLS INC	211.68
92302	01/27/2023	10321	MIDWEST CUSTOM TRUCKS	948.00
92303	01/27/2023	10322	MIDWEST ENVIR CONSULTANTS INC	179.00
92304	01/27/2023	10666	MISSOURI POLICE CHIEFS CHARITABLE	350.00
92305	01/27/2023	10348	MISSOURI STATE HIGHWAY PATROL	225.00
92306	01/27/2023	10357	MOBERLY AREA CHAMBER OF COMMERCE	99.00
92307	01/27/2023	10362	MOBERLY MONITOR INDEX	70.00
92308	01/27/2023	10363	MOBERLY MOTOR COMPANY	339.52
92309	01/27/2023	10376	NEUMAYER EQUIPMENT CO INC	3,069.06
92310	01/27/2023	10377	NEWMAN SIGNS INC	359.77
92311	01/27/2023	97927	NPG NEWSPAPERS INC	1,500.00
92312	01/27/2023	10397	PERSONNEL EVALUATION INC	50.00
92313	01/27/2023	10398	PEST PRO SOLUTIONS INC	135.00
92314	01/27/2023	10410	PRO PUMPING & HYDROJETTING LLC	3,881.50
92315	01/27/2023	10416	R P LUMBER COMPANY INC	1,747.45
92316	01/27/2023	10419	RANDOLPH CO SURVEYING	700.00
92317	01/27/2023	10424	RANDOLPH COUNTY RECORDER	54.00
92318	01/27/2023	10665	RUSH TRUCK CENTER	415.00
92319	01/27/2023	98645	RYAN, DONALD	10.00
92320	01/27/2023	10444	SAFE PASSAGE	72.00
92321	01/27/2023	10459	SCHULTE SUPPLY INC	3,547.35
92322	01/27/2023	10489	SUGAR CREEK VETERINARY SERVICES	2,887.04
92323	01/27/2023	10492	SURVEYING & MAPPING LLC	7,575.00
92324	01/27/2023	10495	SYDENSTRICKER NOBBE PARTNERS	19,985.70
92325	01/27/2023	10608	TEAMWORK PROPERTIES	5,250.00
92326	01/27/2023	10510	TRAVELING SANDBLASTER	420.00
92327	01/27/2023	10525	UNITED WAY	1,184.19
92328	01/27/2023	10533	VALIC	1,085.00
92329	01/27/2023	10569	WIRELESS USA	557.35
92330	02/03/2023	10012	AARONS TINTING SERVICES	195.00
92331	02/03/2023	10013	ABAN PEST CONTROL INC	215.00
92332	02/03/2023	10018	AFLAC GROUP INSURANCE	1,059.21
92333	02/03/2023	10019	AGEE, CARL W	1,520.00
92334	02/03/2023	10026	ALTORFER INC	25.00
92335	02/03/2023	10027	AMAZON CAPITAL SERVICES	756.34
92336	02/03/2023	10028	AMEREN MISSOURI	70.63
92337	02/03/2023	10668	ARCHAEOLOGICAL RESEARCH CENTER	2,885.00
92338	02/03/2023	10661	ARCTURIS	4,380.00
92339	02/03/2023	10044	AT&T 5001	1,694.62

Check Number	Check Issue Date	Vendor Number	Payee	Amount	
92340	02/03/2023	10080	BOB'S TIRE LLC	735.00	
92341	02/03/2023	10087	BRENDLINGER ENTERPRISES INC	235.00	
92342	02/03/2023	10095	BUTLER SUPPLY INC	2,031.60	
92343	02/03/2023	10098	CAPITAL ONE	725.21	
92344	02/03/2023	10111	CHAPPYS LLC	125.00	
92345	02/03/2023	10127	CORE & MAIN LP	5,054.25	
92346	02/03/2023	10134	CROWN POWER & EQUIPMENT	131.30	
92347	02/03/2023	10141	DA-COM COLUMBIA LLC	209.89	
92348	02/03/2023	10642	FERRELL SHARON	39.38	
92349	02/03/2023	10197	GALLS LLC	354.23	
92350	02/03/2023	10206	GREATLIFE MIDMO LLC	3,709.00	
92351	02/03/2023	10223	HAWKINS INC	10,816.83	
92352	02/03/2023	10228	HEARTLAND TACTICAL OFFICERS ASSOCIATION	50.00	
92353	02/03/2023	10242	HUTCHINSON SALT COMPANY	8,392.91	
92354	02/03/2023	10249	INOVATIA LABORATORIES LLC	1,351.95	
92355	02/03/2023	10667	INTERSTATE BILLING SERVICE, INC	424.21	
92356	02/03/2023	10256	JEFFRIES ELECTRICAL SERVICE INC	290.00	
92357	02/03/2023	10281	LUCAS SIGN LLC	75.00	
92358	02/03/2023	10330	MISSOURI DEPARTMENT OF CORRECTIONS	750.00	
92359	02/03/2023	10353	MO DEPARTMENT OF NATURAL RESOURCES	150.00	
92360	02/03/2023	97662	MOBERLY FRIENDS OF THE PARK	5.00	
92361	02/03/2023	10362	MOBERLY MONITOR INDEX	5.00	
92362	02/03/2023	10364	MOBERLY READY MIX C/O WARREN COUNTY CON	4,837.01	
92363	02/03/2023	10389	PALMATORY'S	841.67	
92364	02/03/2023	10401	PLUMB SUPPLY COMPANY-MOBERLY	161.11	
92365	02/03/2023	10410	PRO PUMPING & HYDROJETTING LLC	1,374.00	
92366	02/03/2023	10419	RANDOLPH CO SURVEYING	1,700.00	
92367	02/03/2023	10440	ROTARY CLUB OF MOBERLY	155.00	
92368	02/03/2023	10442	RSINET	180.00	
92369	02/03/2023	10459	SCHULTE SUPPLY INC	796.90	
92370	02/03/2023	10669	SHANE CASSADY	300.00	
92371	02/03/2023	10468	SHERWIN WILLIAMS	120.58	
92372	02/03/2023	10485	STAPLES	1,728.35	
92373	02/03/2023	10491	SUPERIOR ADVENTURE CENTER	42.95	
92374	02/03/2023	10501	THOMAS HILL PUBLIC WATER SUPPLY	84.53	
92375	02/03/2023	10607	T-MOBILE	1,530.96	
92376	02/03/2023	10508	TOWN & COUNTRY ABSTRACT CO	1,250.00	
92377	02/03/2023	10514	TURFMARK SERVICES LLC	2,105.00	
92378	02/03/2023	10527	US CELLULAR	379.76	
92379	02/03/2023	10529	USA BLUE BOOK	5,575.77	
92380	02/03/2023	10533	VALIC	1,980.00	
92381	02/03/2023	10550	WATERS EDGE AQUATIC DESIGN LLC	2,700.00	
92382	02/03/2023	99850	WILSON DISTRIBUTOR SERVICE	138.85	
92383	02/03/2023	10573	WOOGEDY LLC	60.00	
20230119	01/19/2023	10169	ENTERPRISE FLEET MANAGEMENT TRUST	7,605.38	M
20230120	01/20/2023	10335	MISSOURI DEPARTMENT OF REVENUE	1,851.51	M
20230123	01/23/2023	10100	CAPITAL RX INC	3,608.41	M
20230125	01/25/2023	10517	UMB BANK	92,451.40	M
20230131	01/31/2023	10028	AMEREN MISSOURI	53,816.92	M
202301045	01/20/2023	10546	WASTE MANAGEMENT SOLUTIONS	16,453.13	
202301271	01/27/2023	10554	WELLWORKS FOR YOU	1,100.00	M
202301272	01/27/2023	10100	CAPITAL RX INC	49.50	M
Grand Totals:				643,195.43	

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
100.000.1601	2,823.02	.00	2,823.02
100.000.2000	623.06	85,961.20-	85,338.14-
100.000.2305	3,869.44	.00	3,869.44
100.001.5200	77.39	.00	77.39
100.001.5202	99.98	.00	99.98
100.001.5211	35.91	.00	35.91
100.001.5404	222.00	.00	222.00
100.002.5200	22.13	.00	22.13
100.002.5201	36.38	.00	36.38
100.002.5211	35.91	.00	35.91
100.002.5404	185.00	.00	185.00
100.002.5406	5,988.00	.00	5,988.00
100.003.5200	30.79	.00	30.79
100.003.5211	35.91	.00	35.91
100.003.5404	377.00	.00	377.00
100.003.5806	15.00	.00	15.00
100.004.5700	1,922.00	.00	1,922.00
100.005.5200	87.17	.00	87.17
100.005.5211	143.64	.00	143.64
100.005.5212	1,620.00	.00	1,620.00
100.005.5404	222.00	.00	222.00
100.005.5406	3,975.00	.00	3,975.00
100.005.5418	13,607.47	.00	13,607.47
100.006.5201	164.25	.00	164.25
100.006.5211	35.91	.00	35.91
100.006.5218	400.00	.00	400.00
100.007.5107	44.76	.00	44.76
100.007.5200	678.55	.00	678.55
100.007.5208	696.46	.00	696.46
100.007.5209	1,442.08	.00	1,442.08
100.007.5211	143.64	.00	143.64
100.007.5306	225.00	.00	225.00
100.007.5307	467.85	.00	467.85
100.007.5308	40.00	.00	40.00
100.007.5402	400.00	.00	400.00
100.007.5403	320.78	.00	320.78
100.007.5406	35.00	.00	35.00
100.007.5503	209.89	.00	209.89
100.007.5807	39.38	39.38-	.00
100.008.5107	839.12	.00	839.12
100.008.5200	716.56	.00	716.56
100.008.5201	107.75	.00	107.75
100.008.5203	325.89	.00	325.89
100.008.5209	1,910.09	.00	1,910.09
100.008.5211	94.89	.00	94.89
100.008.5307	89.50	.00	89.50
100.008.5309	841.67	.00	841.67
100.008.5311	427.50	.00	427.50
100.008.5404	10.00	.00	10.00
100.008.5406	50.00	.00	50.00
100.008.5502	6,677.00	.00	6,677.00
100.009.5200	209.12	.00	209.12
100.009.5201	133.63	.00	133.63
100.009.5206	177.58	.00	177.58
100.009.5209	936.88	.00	936.88
100.009.5211	179.55	.00	179.55

GL Account	Debit	Credit	Proof
100.009.5300	711.00	.00	711.00
100.009.5309	2,030.07	.00	2,030.07
100.009.5310	750.00	.00	750.00
100.009.5311	307.60	.00	307.60
100.009.5406	410.00	.00	410.00
100.009.5813	3,345.66	.00	3,345.66
100.010.5200	40.35	.00	40.35
100.010.5209	285.94	.00	285.94
100.010.5211	35.91	.00	35.91
100.010.5300	1,830.89	583.68-	1,247.21
100.010.5406	975.00	.00	975.00
100.011.5200	41.68	.00	41.68
100.011.5204	735.90	.00	735.90
100.011.5209	727.58	.00	727.58
100.011.5406	2,323.70	.00	2,323.70
100.012.5209	51.26	.00	51.26
100.012.5211	35.91	.00	35.91
100.013.5203	210.00	.00	210.00
100.013.5209	679.45	.00	679.45
100.013.5210	14,322.87	.00	14,322.87
100.013.5300	60.00	.00	60.00
100.013.5806	96.68	.00	96.68
100.014.5204	210.74	.00	210.74
100.018.5300	232.34	.00	232.34
100.019.5209	15.95	.00	15.95
100.020.5204	329.00	.00	329.00
100.020.5209	454.30	.00	454.30
100.020.5406	210.00	.00	210.00
105.000.2000	.00	49,519.55-	49,519.55-
105.000.2603	5,308.40	.00	5,308.40
105.000.5102	44,211.15	.00	44,211.15
110.000.2000	.00	33.18-	33.18-
110.033.5209	33.18	.00	33.18
114.000.2000	.00	4,183.77-	4,183.77-
114.000.5305	143.56	.00	143.56
114.000.5311	181.21	.00	181.21
114.000.5406	3,709.00	.00	3,709.00
114.000.5805	150.00	.00	150.00
115.000.2000	.00	155,259.39-	155,259.39-
115.040.5200	296.69	.00	296.69
115.040.5204	49.88	.00	49.88
115.040.5206	209.97	.00	209.97
115.040.5209	3,075.63	.00	3,075.63
115.040.5211	35.91	.00	35.91
115.040.5300	2,543.44	.00	2,543.44
115.040.5311	511.99	.00	511.99
115.041.5200	325.32	.00	325.32
115.041.5204	179.90	.00	179.90
115.041.5206	76.05	.00	76.05
115.041.5209	3,362.80	.00	3,362.80
115.041.5211	71.82	.00	71.82
115.041.5300	1,964.88	.00	1,964.88
115.041.5305	1,319.98	.00	1,319.98
115.041.5309	346.52	.00	346.52
115.041.5311	2,150.00	.00	2,150.00
115.041.5406	140.00	.00	140.00
115.041.5507	1,091.23	.00	1,091.23

GL Account	Debit	Credit	Proof
115.042.5209	1,110.11	.00	1,110.11
115.043.5214	745.01	.00	745.01
115.043.5300	132.68	.00	132.68
115.044.5200	178.77	.00	178.77
115.044.5209	454.30	.00	454.30
115.044.5211	71.82	.00	71.82
115.044.5212	2,599.00	.00	2,599.00
115.044.5300	235.00	.00	235.00
115.044.5404	222.00	.00	222.00
115.044.5406	6,688.72	.00	6,688.72
115.044.5507	424.89	.00	424.89
115.048.5209	2,844.89	.00	2,844.89
115.048.5211	35.91	.00	35.91
115.048.5214	129.92	.00	129.92
115.048.5311	153.21	.00	153.21
115.048.5406	2,605.00	.00	2,605.00
115.048.5502	118,176.34	.00	118,176.34
115.048.5507	699.81	.00	699.81
120.000.2000	40.53	94,690.11-	94,649.58-
120.000.5204	389.16	.00	389.16
120.000.5205	50,092.51	.00	50,092.51
120.000.5209	1,562.99	.00	1,562.99
120.000.5211	35.91	.00	35.91
120.000.5300	37,329.97	40.53-	37,289.44
120.000.5311	180.00	.00	180.00
120.000.5406	179.00	.00	179.00
120.000.5804	1,851.01	.00	1,851.01
120.000.5806	.50	.00	.50
120.000.5812	3,069.06	.00	3,069.06
125.000.2000	.00	54.00-	54.00-
125.000.4814	54.00	.00	54.00
301.000.2000	1,336.47	130,961.89-	129,625.42-
301.110.5200	109.13	.00	109.13
301.110.5201	678.09	.00	678.09
301.110.5211	161.27	.00	161.27
301.110.5217	25.59	.00	25.59
301.110.5308	231.90	.00	231.90
301.110.5404	4,955.00	.00	4,955.00
301.110.5700	1,700.00	.00	1,700.00
301.112.5200	90.59	.00	90.59
301.112.5204	63.44	.00	63.44
301.112.5206	32.52	.00	32.52
301.112.5207	24.48	.00	24.48
301.112.5209	1,728.03	.00	1,728.03
301.112.5211	207.39	.00	207.39
301.112.5213	6,051.96	.00	6,051.96
301.112.5217	66.72	.00	66.72
301.112.5309	750.00	.00	750.00
301.112.5310	851.30	.00	851.30
301.112.5311	1,527.63	.00	1,527.63
301.112.5312	12,241.25	.00	12,241.25
301.112.5313	7,428.47	1,320.00-	6,108.47
301.112.5314	5,249.00	.00	5,249.00
301.112.5406	357.50	.00	357.50
301.112.5507	2,632.34	.00	2,632.34
301.112.5806	3,745.99	16.47-	3,729.52
301.113.5201	433.13	.00	433.13

GL Account	Debit	Credit	Proof
301.113.5207	26,211.93	.00	26,211.93
301.113.5209	6,946.15	.00	6,946.15
301.113.5211	44.41	.00	44.41
301.113.5216	6,372.64	.00	6,372.64
301.113.5309	479.00	.00	479.00
301.113.5316	20.44	.00	20.44
301.113.5404	35.00	.00	35.00
301.113.5507	883.06	.00	883.06
301.114.5205	4,758.38	.00	4,758.38
301.114.5206	417.55	.00	417.55
301.114.5209	17,483.13	.00	17,483.13
301.114.5211	145.98	.00	145.98
301.114.5300	172.00	.00	172.00
301.114.5303	419.50	.00	419.50
301.114.5304	7,627.29	.00	7,627.29
301.114.5406	35.00	.00	35.00
301.114.5417	1,351.95	.00	1,351.95
301.114.5455	700.00	.00	700.00
301.114.5507	800.54	.00	800.54
301.115.5209	250.27	.00	250.27
301.115.5211	35.91	.00	35.91
301.115.5406	1,998.00	.00	1,998.00
301.115.5502	2,378.00	.00	2,378.00
301.115.5807	53.04	.00	53.04
377.000.2000	.00	38,124.15-	38,124.15-
377.000.5500	38,124.15	.00	38,124.15
378.000.2000	.00	27,861.38-	27,861.38-
378.000.5500	27,861.38	.00	27,861.38
379.000.2000	.00	26,465.87-	26,465.87-
379.000.5500	26,465.87	.00	26,465.87
400.000.2000	99.93	7,473.88-	7,373.95-
400.000.5107	99.93	99.93-	.00
400.000.5211	7,373.95	.00	7,373.95
600.000.2000	.00	1,250.00-	1,250.00-
600.000.5406	1,250.00	.00	1,250.00
601.000.2000	.00	12,068.00-	12,068.00-
601.000.5302	8,852.67	.00	8,852.67
601.000.5502	2,141.82	.00	2,141.82
601.000.5507	1,073.51	.00	1,073.51
912.000.2000	.00	6,631.14-	6,631.14-
912.000.5406	1,169.46	.00	1,169.46
912.000.5419	5,250.00	.00	5,250.00
912.000.5502	211.68	.00	211.68
995.000.2000	.00	4,757.91-	4,757.91-
995.000.5406	1,149.50	.00	1,149.50
995.000.5851	3,608.41	.00	3,608.41
<b>Grand Totals:</b>	<b>647,395.41</b>	<b>647,395.41-</b>	<b>.00</b>

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

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Report Criteria:

Report type: Summary

Check.Type = {<->} "Adjustment"

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