

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
August 05, 2019
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

1. A request from Kristina Flores to hold their annual Fernando's Hope 5K on August 16, 2019.

Public Hearing and Receipt of Bids

Ordinances & Resolutions

2. An Ordinance Approving And Accepting A Certain Quitclaim Deed And Deed Of Dedication; Accepting A Dedication Of Right-Of-Way; And Making Certain Findings And Providing Further Authority.

3. A Resolution approving a lease of office space in the municipal building to the MDHP Driver Exam division.

4. A Resolution Authorizing A Housing Assistance Program For Commissioned Police Officers And Civilian Communications Officers In The City Of Moberly.

5. A Resolution Authorizing An Increase In The Base Pay Of Police Communications Operators.

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

Official Reports

Anything Else to Come Before the Council

7. Consideration of a Motion to adjourn to a Work Session followed by a Closed Session to discuss the status pending legal and real estate. (Closed Statues 610.021) (1,2)

Adjournment

The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

City of Moberly City Council Agenda Summary

Agenda Number: #1.
 Department: Parks and Recreation
 Date: August 5, 2019

Agenda Item: A request from Kristina Flores to hold their annual Fernando’s Hope 5K on August 16, 2019.

Summary: Kristina Flores is requesting to have her annual 5K for Sids Awareness in Rothwell Park. The run will be on August 16th at the Lodge in Rothwell Park. The run begins and ends at the Lodge. Please see application and letter for route details (Map also included).

Recommended Action: Approve this request.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

City of



#1.

Police Department
Troy Link
Chief of Police
223rd Session FBI Academy

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

Walk/Run Application Permit

Application Date: 6-8-19
(Note: Application Date must be received by staff sixty (60) days prior to the event)

Requested Date of event: 8-16-19

Purpose of event: SIDS Awareness

Name of event director: Kristina Flores

Contact phone, & Address of director: 660 676 6767 - 703 S. Clark St
Moberly MO

Approximate number of participants: 100

Route requested, Begin & End Time: Begin out in front of lodge,
travel south on roadway, cross Rothwell park Lake
Derm, ~~road~~ toward Candy Cane land, continue
north through park, make a left at Stone St.
go entire loop around by State park & back
to starting point
(Please include a map diagram showing start to finish)

Will the route/streets be marked? Yes: No:

Will the organization furnish personnel to assist with the event?
Yes: No: If yes, how many? 10-15

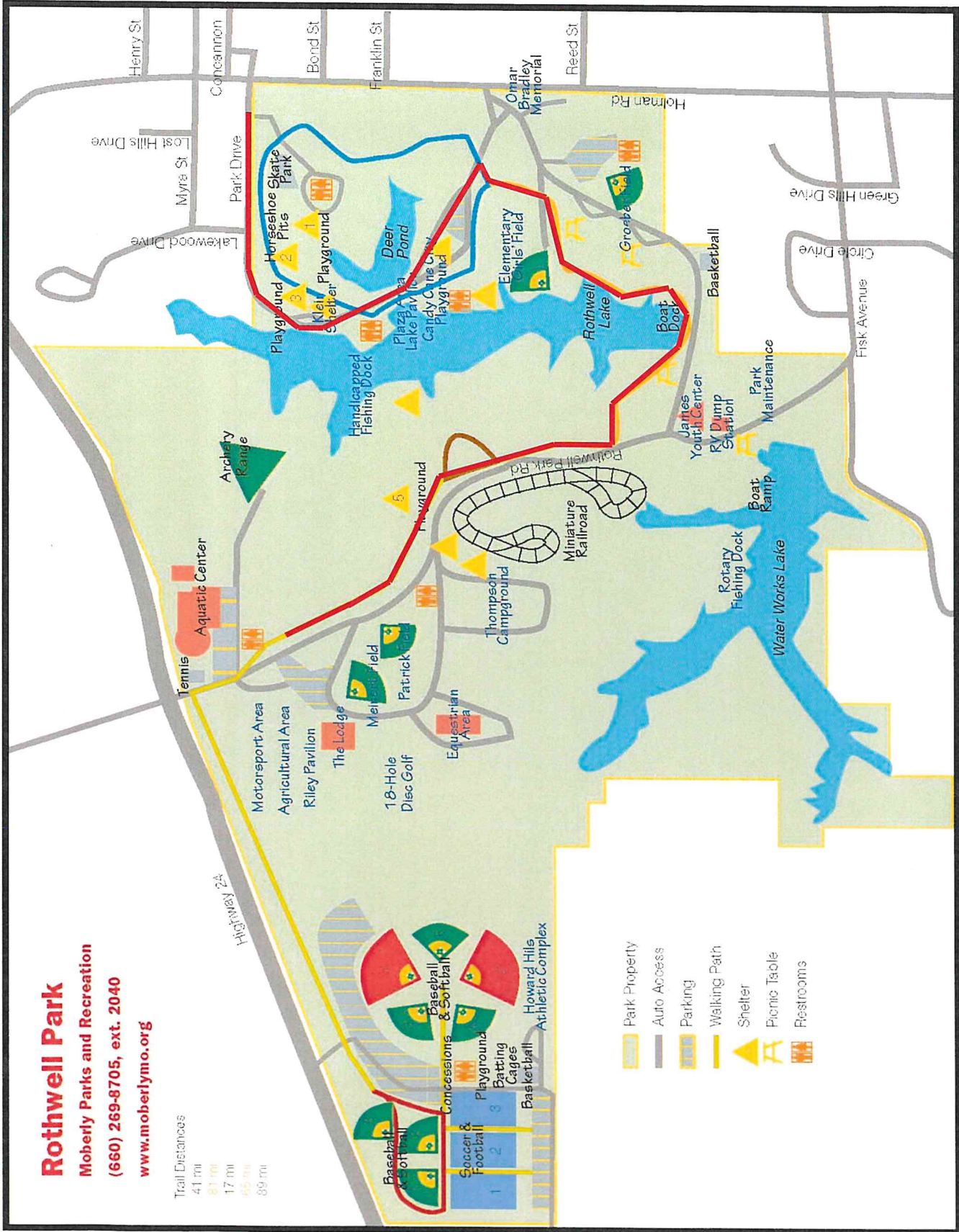
Signature of applicant: Kristina Flores

Approved: _____ Declined: _____

Authorizing Official: _____ Date: _____

Emergency services assistance to monitor traffic may be provided for a period of time up to one (1) hour after the race begins.

❖ No permanent paint may be used on roads or trails. Only spray chalk or temporary paint with a life of not more than 30 days may be used.



City of Moberly City Council Agenda Summary

Agenda Number: _____ #2.
 Department: Public Works
 Date: August 5, 2019

Agenda Item: An Ordinance Approving And Accepting A Certain Quitclaim Deed And Deed Of Dedication; Accepting A Dedication Of Right-Of-Way; And Making Certain Findings And Providing Further Authority.

Summary: This document quit claims the any interest the Special Road District (SRD) had and all of the maintenance responsibilities of Terrill Road right of way from the City Limits to Hwy 63 over to the City of Moberly, following their satisfactory completion of the ditching and shoulders. This is part of the close out procedures as outlined in the initial cooperation agreement with the SRD. The legal description of the r/w shows it as 60' wide. Once this is completed, City staff will be addressing all issues within the r/w including snow plowing to speeding.

Staff recommends the approval of the deed

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A CERTAIN QUITCLAIM DEED AND DEED OF DEDICATION; ACCEPTING A DEDICATION OF RIGHT-OF-WAY; AND MAKING CERTAIN FINDINGS AND PROVIDING FURTHER AUTHORITY.

WHEREAS, pursuant to sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, the City of Moberly (the “**City**”) has entered into a certain Intergovernmental Cooperation Agreement dated as of May 21, 2018 (the “**Agreement**”) with the Moberly Special Road District (the “**District**”) to undertake certain improvements to a portion of the Terrill Road right-of-way and, upon completion thereof, to assume maintenance responsibilities for and over the aforesaid Terrill Road right-of-way; and

WHEREAS, in furtherance of the purposes and obligations of the Agreement, the District has executed and delivered to the City a certain Quit Claim Deed and Deed of Dedication a copy of which is attached as Exhibit A to this Ordinance (the “**Deed**”) for the Terrill Road right-of-way quit claiming, dedicating, and transferring the District’s jurisdiction over the Terrill Road right-of-way to the City and the City wishes to approve and accept the Deed and the dedication and transfer of jurisdiction and to provide for the future maintenance by the City of the Terrill Road right-of-way;

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

SECTION 1. The Deed is hereby approved and accepted. The City Manager is hereby authorized and directed to record the Deed on behalf of the City in the records of the Recorder of Deeds of Randolph County.

SECTION 2. The dedication for use as a public road and right-of-way of the real property described and depicted in the Deed is hereby accepted for public use and for

maintenance by the City at the City’s cost. The Mayor, City Manager, City Clerk, and applicable City staff are hereby authorized and directed to take such further actions as may be necessary or convenient to perfect the City’s interest in the real property described and depicted in the Deed and the exercise of the City’s jurisdiction over the real property described and depicted on the Deed, all of which are hereby found and determined to be for a public purpose and in furtherance of the health, safety and welfare of the citizens of the City.

SECTION 3. The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri on this ____ day of _____, 2019.

Presiding Officer at Meeting

ATTEST:

Diane Kay Galloway, CMC/MRCC, City Clerk

EXHIBIT A
THE DEED

Space Above this Line for Recorder's Use

Title of Document: Quit Claim Deed and Deed of Dedication

Date of Document: _____, 2019

Grantor: Moberly Special Road District

Grantor's Address: 1391 County Road 2310
Moberly, Missouri 65270

Grantee: City of Moberly, Missouri

Grantee's Address: 101 West Reed Street
Moberly, Missouri 65270

Full Legal Description:

Legal Description is contained in Exhibit A on page 4 hereof.

QUIT CLAIM DEED AND DEED OF DEDICATION

THIS QUIT CLAIM DEED AND DEED OF DEDICATION (this “**DEED**”) is made and entered into as of the ____ day of _____, 2019, by and between the MOBERLY SPECIAL ROAD DISTRICT, a special road district and Missouri political subdivision organized and existing pursuant to Chapter 233 of the Revised Statutes of Missouri, as amended, whose address is 1391 County Road 2310, Moberly, Missouri 65270 (“**GRANTOR**”), and the CITY OF MOBERLY , MISSOURI, a Missouri municipal corporation and city of the third class, whose address is 101 West Reed Street, Moberly, Missouri 65270 (“**GRANTEE**”).

WITNESSETH, that GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by GRANTEE, the receipt and sufficiency of which are hereby acknowledged, does by these presents **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto GRANTEE, its successors and assigns, all of the real property legally described in Exhibit A and depicted on Exhibit A-1, both attached hereto and incorporated herein for all purposes, and located in the County of Randolph, State of Missouri (the “**PROPERTY**”).

TO HAVE AND TO HOLD the **PROPERTY** and appurtenances to the same belonging, together with all GRANTOR’s right, title and interest, unto GRANTEE, and unto GRANTEE’s successors and assigns forever. So that neither GRANTOR, nor its successors and assigns, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right, title or interest to the aforesaid **PROPERTY**, or any part thereof, but it and every one of them shall, by these presents, be excluded and forever barred.

THIS DEED shall also evidence the irrevocable dedication by GRANTOR of the **PROPERTY** and transfer of GRANTOR’s jurisdiction over the **PROPERTY** to GRANTEE for use as a public road and right-of-way.

IN WITNESS WHEREOF, GRANTOR has executed this **DEED** as of the date first above written.

GRANTOR:

MOBERLY SPECIAL ROAD DISTRICT

By: _____
Theodore W. Sander, Commissioner

ATTEST

[SEAL]

Printed name:

STATE OF MISSOURI)
) SS.
COUNTY OF RANDOLPH)

On this ____ day of _____, 2019, before me appeared Theodore W. Sander, to me personally known, who being by me duly sworn, did say that he is the Commissioner of the MOBERLY SPECIAL ROAD DISTRICT, a special road district and Missouri political subdivision organized and existing pursuant to Chapter 233 of the Revised Statutes of Missouri, as amended, and that the seal affixed to the foregoing instrument is the official seal of said District, and that said instrument was signed and sealed in behalf of said District by authority of its Board of Commissioners and said officer acknowledged said instrument to be the free act and deed of said District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

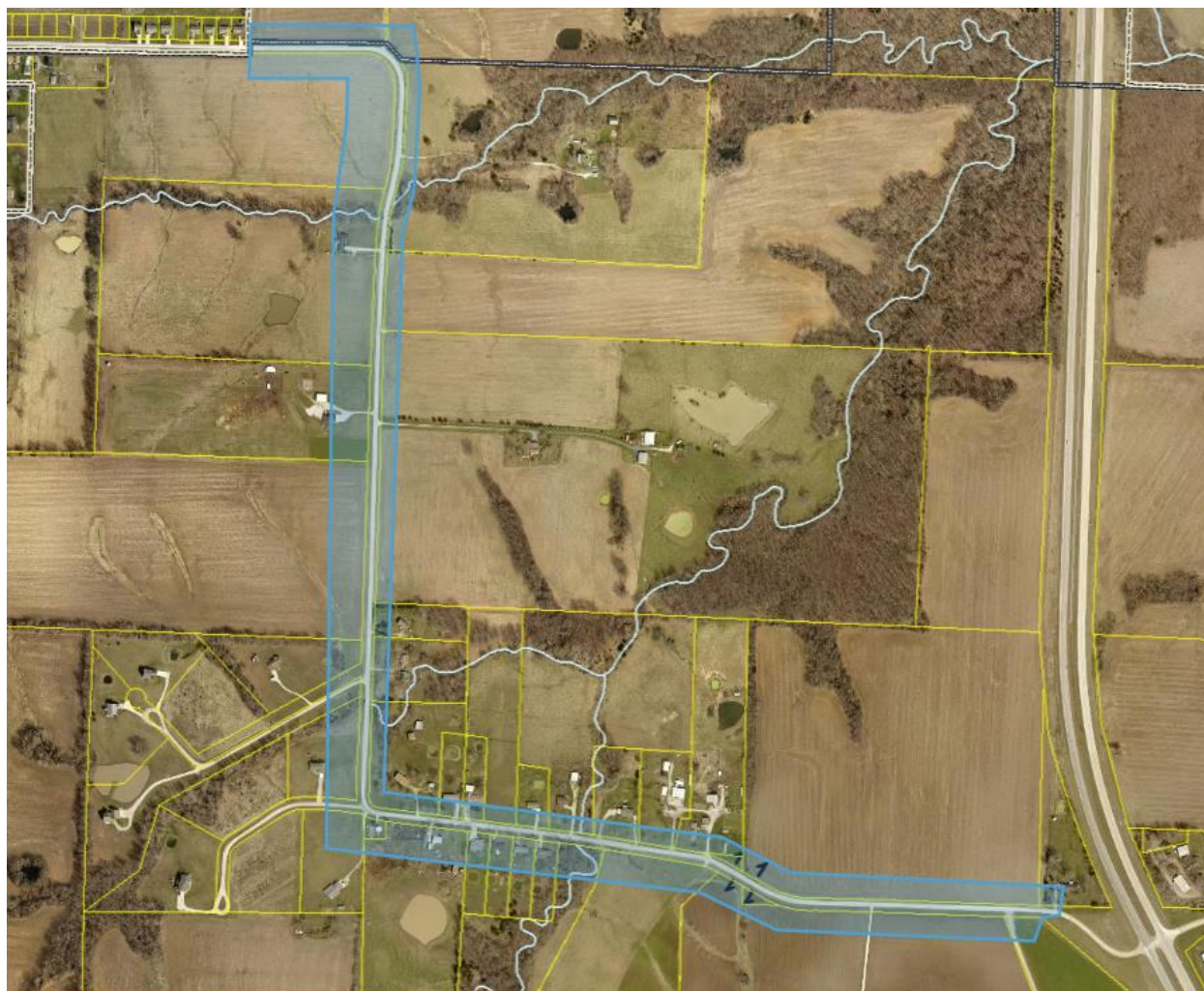
My commission expires:

EXHIBIT A

A strip of land being 60 feet wide lying 30 feet on each side and adjacent to of the following described centerline lying in part of Sections 13 and 24 in Township Fifty-three (53), Range Fourteen (14) and in Sections 18 and 19 in Sections Township Fifty-three (53), Range Fourteen (13), Randolph County Missouri, being more particularly described as follows:

Commencing at the Northeast Corner of the Southeast Quarter of Section 13, Township 53N, Range 14W, thence, along the Range line, South 01 degrees 54 minutes 29 seconds West a distance of 58.87 feet to the Northwest Corner of the Southwest Quarter of Section 18 Township 53N, Range 14W; thence along the East-West Quarter Section line of said Section 18, South 88 degrees 07 minutes 57 seconds East a distance of 28.74 feet to the Point of Beginning and the point of intersection of the Quarter Section line and the centerline of County road 2605 as now established, said point being on the arc of a curve to the right, having a radius of 166.81, on a central angle of $41^{\circ}33'56''$, chord bearing, South 18 degrees 38 minutes 09 Seconds East, 118.37 feet; thence along the arc of said curve a distance of 121.01 feet; thence continuing along centerline of said County road 2605, the following courses and distances, South 02 degrees 18 minutes 04 seconds West a distance of 194.30 feet; thence South 03 degrees 01 minutes 11 seconds West a distance of 81.41 feet to a tangent curve to the right, having a radius of 1,000 feet, central angle of $10^{\circ}28'43''$, chord bearing South 8 degrees 15 minutes 32 seconds West, 182.63'; thence along the arc of said curve a distance of 182.89 feet; thence South 13 degrees 29 minutes 54 seconds West a distance of 125.61 feet to a tangent curve to the left, having a radius of 750 feet, central angle of $10^{\circ}23'01''$, chord bearing South 08 degrees 18 minutes 23 seconds West, 135.74'; thence along the arc of said curve a distance of 135.92 feet; thence South 03 degrees 06 minutes 52 seconds West a distance of 426.24 feet; thence South 01 degrees 48 minutes 35 seconds West a distance of 1,095.37 feet; thence South 01 degrees 58 minutes 42 seconds West a distance of 1,200.83 feet to a tangent curve to the left having a radius of 80.00 feet, a central angle of $85^{\circ}06'46''$, chord bearing South 40 degrees 34 minutes 41 seconds East, 108.21'; thence along the arc of said curve a distance of 118.84 feet; thence South 83 degrees 08 minutes 04 seconds East a distance of 869.82 feet; thence South 81 degrees 09 minutes 33 seconds East a distance of 682.63 feet to a tangent curve to the right, having a radius of 350.00 feet, central angle of $21^{\circ}22'28''$, chord bearing South 70 degrees 28 minutes 19 seconds East, 129.81 feet; thence along the arc of said curve a distance 130.57 feet; thence South 59 degrees 47 minutes 05 seconds East a distance of 201.06 feet to a tangent curve to the left, having a radius of 550.00 feet, central angle of $28^{\circ}12'22''$, chord bearing 73 degrees 53 minutes 16 seconds East, 268.03'; thence along the arc of said curve a distance of 270.76 feet; thence South 87 degrees 59 minutes 27 seconds East a distance of 1,113.52 feet to a tangent curve to the right, having a radius of 315.00 feet, central angle of $38^{\circ}58'11''$, chord bearing South 68 degrees 30 minutes 22 seconds East, 210.14'; thence along the arc of said curve a distance of 214.25 feet; thence South 49 degrees 01 minutes 16 seconds East a distance of 156.99 feet to a tangent curve to the left having a radius of 130.00 feet, a central angle of $63^{\circ}45'46''$, chord bearing South 80 degrees 54 minutes 09 seconds East a distance of 137.32 feet; thence along the arc of said curve a distance of 144.67 feet; thence North 67 degrees 12 minutes 58 seconds East a distance of 45.85 feet to the Point of Ending. The sidelines of the said strip shall be prolonged or shortened to begin at the intersection of the Range line and the West sideline on the Westerly side of said strip and begin at the intersection of the of the East sideline and the South line of the North 945 feet of the Southwest Quarter of Section 18, Township 53, Range 13 on the Easterly side said strip. The sidelines of said strip shall be prolonged or shortened so as to end at the Intersection of said sideline and the Westerly right-of-way line of Highway 63.

EXHIBIT A-1



City of Moberly City Council Agenda Summary

Agenda Number: _____ #3.
 Department: Administration
 Date: August 5, 2019

Agenda Item: A Resolution approving a lease of office space in the municipal building to the MDHP Driver Exam division.

Summary: The highway patrol has been using the conference room, foyer and bathrooms in the municipal building for conducting driver exams. City staff approached the highway patrol with a lease agreement which called for rent of \$500.00 per month. The highway patrol responded that they had no funding to pay rent and without any notice or contact with the city quit conducting driver exams at our location. The patrol contacted the city two weeks ago and asked if they could move back to the municipal building. City staff advised that they could but only if we entered into a lease agreement outlining the parties' rights and responsibilities. Attached is the lease agreement negotiated with the highway patrol. Having the exams in Moberly at the municipal building is in the best interests of Moberly residents.

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	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	___	___
<input checked="" type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M__ S__ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Davis	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Kyser	___	___
<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 APPROVING A LEASE AGREEMENT WITH THE MISSOURI STATE HIGHWAY PATROL FOR CONDUCTING DRIVER EXAMINATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE.

WHEREAS, the Missouri State Highway Patrol is desirous of conduction driver examinations in the Moberly Municipal Building; and

WHEREAS, having driver examinations in the City of Moberly is in the best interests of its residents; and

WHEREAS, the lease agreement attached hereto provides for a year to year term which can be terminated or renewed by either party and sets forth the rights and liabilities of the parties.

NOW, THEREFORE, the lease agreement with the Missouri State Highway Patrol is hereby approved and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Moberly, Missouri.

RESOLVED this 5th day of August, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

DRAFT LEASE 6/24/19

OFFICE LEASE
CITY OF MOBERLY, MISSOURI
MOBERLY MUNICIPAL BUILDING

THIS LEASE is made this ____ day of _____, 2019, between the City of Moberly, Missouri, (hereinafter "City") a municipal corporation and the Missouri State Highway Patrol, the Lessee (hereinafter "Lessee" or "MSHP").

RECITALS

- A. City is a Third-Class statutory city duly organized and validly existing under the laws of the state of Missouri with the power to conduct municipal business pursuant to Missouri law and the Ordinances duly enacted by the Moberly City Council.
- B. City is the owner of the Moberly Municipal Building, Conference Center located at 204 North Clark Street.
- C. City intends to offer space in the Conference Center for use by charitable and/or government agencies in need of office space.
- D. MSHP is Missouri's state-wide law enforcement agency created by chapter 43 RSMo.
- E. MSHP is directed to conduct driver examinations in each county within the state of Missouri pursuant to section 302.173, RSMo.
- F. MSHP desires to find a mutually agreeable location to provide these services to the citizens of Randolph County at no additional cost to the Missouri taxpayer.

AGREEMENT**SECTION 1. RECITALS**

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

SECTION 2. PREMISES

City hereby leases to Lessee, and Lessee hereby leases from City, the large conference room, foyer, restrooms and parking spaces located in and adjacent to the Moberly Municipal Building, Conference Center located at 204 North Clark Street, Moberly, Missouri 65270 (hereinafter the "Premises"). Lessee accepts the Premises "As Is," subject to all applicable municipal, state and federal laws, ordinances, regulations and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Lessee acknowledges that City has made no representations or warranties as to the physical state of the Premises, or any suitability of the Premises.

2.1 Non-Exclusive Use. Lessee leases the Premises for one day each week otherwise the City and groups designated by the City may enter the Premises as may be necessary or desired for purposes of public meetings, events or activities. The restrooms located in the Municipal Building shall also be available to other persons or tenants that may be in the Municipal Building during the day the Premises are occupied by the Lessee.

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

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

SECTION 3. TERM

3.1 Annual. The term of this Agreement shall be on an annual basis commencing on the first day of July 2019, and ending on the thirtieth day of June 2020, consistent with the state of Missouri fiscal year.

3.2 Renewal. This Agreement shall renew annually unless either party elects to terminate the Agreement. Termination shall be in writing and delivered no later than thirty (30) days prior to the end of the lease term. Renewals shall be on the same terms and conditions stated herein unless amended in writing prior to the start date of the renewal term.

3.3 Abandonment. Lessee shall occupy the Premises during the entire Lease Term, as described herein. If it fails to do so, Lessee may be determined as in default for abandoning the Premises.

SECTION 4. RENTAL AMOUNT

4.1 Annual. Lessee shall pay annual rent of \$1.00 upon execution of this lease and \$1.00 on each anniversary date of the execution of this lease until the lease is terminated.

SECTION 5. LESSEE'S PERMITTED USE AND ACTIVITY

5.1 Use. Lessee may utilize the Premises only for the purposes necessary to conduct its usual business operations.

5.2 Access and Key. Lessee shall be issued a key and security code and permitted free access for ingress and egress one day each week. Lessee shall be charged \$20 to replace a door key.

5.3 Alterations. Lessee shall not make any alterations of any nature to the Premises without the written permission of the City.

SECTION 6. CITY'S OBLIGATIONS

6.1 City Inspection. City shall, at all reasonable times, have the full and unrestricted right to enter the Premises for the purpose of inspecting the leased area, for maintenance and to determine compliance with the terms of this Agreement.

6.2 Maintenance. City agrees to maintain the leased Premises in the same condition as when leased, ordinary wear and tear excepted, during the term of this Agreement.

6.3 Trash Disposal. City agrees to provide a location for disposal of trash associated with lessee's use of the Premises.

6.4 Utilities. City shall provide all utilities necessary for the business operations of the Lessee.

SECTION 7. ASSIGNMENT

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

SECTION 8. LIABILITY

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

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

SECTION 9. INSURANCE

9.1 Lessor. Lessor maintains Commercial General Liability coverage for the structure.

9.2 Lessee. MSHP does not waive its sovereign immunity except as expressly required in sections 537.600 to 537.650, RSMo. In lieu of maintaining public liability insurance, MSHP is covered by the state of Missouri's Legal Expense Fund established pursuant to section 105.711 to 105.726, RSMo.

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

9.4 Immunities. Nothing in this agreement shall be construed as a waiver by the state of Missouri, Missouri Department of Public Safety, or Missouri State Highway Patrol of any applicable immunity, including sovereign immunity as enjoyed by the state under § 537.600 of the Revised Statutes of Missouri.

SECTION 10. DAMAGE OR DESTRUCTION

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

SECTION 11. DEFAULTS

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

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

SECTION 12. REMEDIES

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

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

SECTION 13. TERMINATION

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

If Lessee fails to vacate the Premises or fails to remove all personal property from the Premises, City may enter and recover possession. City may also, at its election, dispose of any remaining personal

property and charge all costs associated with such disposal to Lessee. City shall deem any personal property remaining on the Premises as having been abandoned by Lessee.

The City may not confiscate, dispose of, or destroy MSHP property. If, for any reason, MSHP property is obtained by the City, the City shall mail the property to the address identified in Section 14 or, personally deliver the property to an MSHP employee at the premises.

SECTION 14. NOTICES

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

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

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

Missouri State Highway Patrol
Driver and Vehicle Safety Division
Attn: Division Director
P.O. Box 568
Jefferson City, MO 65102-0568

SECTION 15. MUNICIPAL AUTHORITY

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

SECTION 16. GOVERNING LAW

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

SECTION 17. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

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

SECTION 18. PUBLIC RECORDS ACT

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

SECTION 19. ENTIRE AGREEMENT

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

SECTION 15. COUNTERPARTS

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

SECTION 16. NO PROMISE OF FUNDING

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

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

APPROVED AS TO FORM:

CITY OF MOBERLY, MISSOURI

Randall D. Thompson
City Attorney

By: _____
Brian Crane
City Administrator

ATTEST:

City Clerk

APPROVED AS TO FORM:

MISSOURI STATE HIGHWAY PATROL

S. Kyle Atkinson
General Counsel

By: _____
Eric T. Olson, Colonel
Superintendent

City of Moberly City Council Agenda Summary

Agenda Number: #4.
 Department: Police
 Date: August 5, 2019

Agenda Item: A Resolution Authorizing A Housing Assistance Program For Commissioned Police Officers And Civilian Communications Officers In The City Of Moberly.

Summary: A resolution authorizing the creation and implementation of a housing assistance program for Commissioned Police officers and civilian communication officers for the City of Moberly Police Department. The resolution would provide housing assistance and utility assistance for employees who qualify for the program.

Recommended Action: Approve this resolution

Fund Name: Housing assistance

Account Number: 100.007.5108 and 400.000.5108

Available Budget \$: 73,200.00 16,800.00

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Davis	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<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 A HOUSING ASSISTANCE PROGRAM FOR COMMISSIONED POLICE OFFICERS AND CIVILIAN COMMUNICATIONS OFFICERS IN THE CITY OF MOBERLY.

WHEREAS, the City Council believes that in order to retain and recruit police officers and communications officers to the city police department steps must be taken in addition to offering existing pay and benefits; and

WHEREAS, the Moberly City Council believes it is best for the community that police officers and communications officers live locally; and

WHEREAS, city staff recommends the adoption of a Housing Assistance Program for Commissioned Police Officers and Civilian Communications Officers as follows:

HOUSING ASSISTANCE FOR COMMISSIONED POLICE OFFICERS AND CIVILIAN COMMUNICATIONS OFFICERS

Eligible Employees

- Commissioned Police Officers (CPOs) and Civilian Communications Officers (CCOs) who, as of August 1, 2019, reside in Moberly, Missouri or Randolph County will receive a monthly \$250.00 housing assistance stipend (the “stipend”).
- After August 1, 2019, new employees hired as a CPO or a CCO must reside in Moberly, Missouri to receive the stipend.
- If an existing CPO or CCO moves into Moberly after August 1, 2019 then that employee shall receive the stipend beginning the next August 1.
- If an employee moves into Randolph County from Moberly after August 1, 2019 then that employee will no longer receive the stipend.
- Existing employees as of August 1, 2019 who do not live in Moberly or Randolph County have until August 1, 2020 to move into Randolph County and receive the stipend.

Utility Stipend

Beginning August 1, 2019 CPOs and CCOs who reside within the City of Moberly shall receive a monthly \$50.00 stipend to assist with the payment of their utility expenses.

Residency

- Employees must provide proof of residency before receiving either stipend.
- Employees must annually on or before August 1 of each year provide proof of residency to continue to receive the stipend(s).

- Proof of residency can be established by the employee’s utility bills (cable, electric, water, etc.) or a rental or mortgage payment (with address noted). The bill must be in the employee’s name or spouses name.
- The Chief of Police shall receive and approve all stipend requests and residency documentation

Payment of Stipend

Monthly stipend payments shall be included in the employee’s paycheck on the second pay period of each month. The stipend payment shall be treated as income. Employees shall notify the Chief of Police within thirty (30) days if they no longer qualify for a stipend payment.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Housing Assistance program as outline herein and authorizes the City Manager to begin immediate implementation of said program. In addition, the City Council directs that the Housing Assistance program approved herein be included in the City of Moberly Personnel Policies and Procedures Manual, 2019 Revision.

RESOLVED this 5th day of August, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: _____ #5.
 Department: City Manager
 Date: August 5, 2019

Agenda Item: A Resolution Authorizing An Increase In The Base Pay Of Police Communications Operators.

Summary: After a review of a salary survey conducted by Austin-Peters, it was determined at a council budget meeting to move forward with increasing the base pay of the communication dispatchers to around \$28,000 per year. This update to the city pay scale increase the base pay to accommodate this action. The 911 Advisory board also approved this item in the annual budget

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	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input checked="" type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Davis	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<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 AN INCREASE IN THE BASE PAY OF POLICE COMMUNICATIONS OPERATORS.

WHEREAS, Austin Peters conducted a salary study of all city employee jobs and recommended an increase in the range of base pay for police Communications Operators from \$13.20 per hour to \$18.47 per hour; and

WHEREAS, due to increased turn-over in the police Communications Operator position and the need to retain experienced and highly competent employees in this position it is appropriate to adjust the base pay of Communications Operators; and

WHEREAS, further it is in the best interest of the city to increase the base pay for Communications Operators in the amount recommended by the salary study.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager to implement an increase in the salary range for the police Communications Operator position from \$13.20 per hour to \$18.47 per hour.

RESOLVED this 5th day of August, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

Table 3- Current Job Title Description (Title Change)	Department	Range Number	Proposed Range Min	Proposed Range Max
Lifeguard. Seasonal Recreation	Parks	5	\$7.70	\$11.56
Reserved for future use	Any	6	\$8.39	\$12.59
Reserved for future use	Any	7	\$9.08	\$13.63
Laborer Seasonal	Any	8	\$9.77	\$14.66
Firefighter	Fire	9	\$10.46	\$15.69
Property Maintenance Enforcer	Public Works/ Comm. Development	9	\$10.46	\$15.69
Senior Fire Fighter	Fire	9	\$10.46	\$15.69
Communication Operator	Police	10	\$13.20	\$18.47
Customer Service Person	Utilities	10	\$11.43	\$17.14
Fire Engineer	Fire	10	\$11.43	\$17.14
Semi-Skilled Maintenance Worker	Parks	10	\$11.43	\$17.14
Semi-Skilled Maintenance Worker	Public Works/ Comm. Development	10	\$11.43	\$17.14
Semi-Skilled Maintenance Worker	Utilities	10	\$11.43	\$17.14
Utility Clerk/Cashier	Utilities	10	\$11.43	\$17.14
Animal Control	Police	11	\$12.07	\$18.11
Custodian (Facility Supervisor)	Parks	11	\$12.07	\$18.11
Fire Fighter/Building Inspector	Fire	11	\$12.07	\$18.11
Light Equipment Operator	Public Works/ Comm. Development	11	\$12.07	\$18.11
Administrative Assistant	Public Works! Comm. Development			
Administrative Assistant	Personnel	12	\$12.72	\$19.08
Administrative Assistant	Police	12	\$12.72	\$19.08
Deputy City/ Clerk	City Clerk	12	\$12.72	\$19.03
Municipal Court Clerk	City Manager	12	\$12.72	\$19.08
Police Court Clerk	Police	12	\$12.72	\$19.08
Accountant	Finance	13	\$13.39	\$20.09
Administrative Assistant (Executive Assistant) -	City Manager	13	\$13.39	\$20.09
Code Enforcer (Code Enforcement I)	Public Works/ Comm. Development	13	\$13.39	\$20.09
Fire Lieutenant	Fire	13	\$13.39	\$20.09
Head Cashier	Utilities	13	\$13.39	\$20.09
Head Dipatcher	Police	13	\$13.34	\$18.67
Heavy Equip. Operator	Public Works/ Comm. Development	13	\$13.39	\$20.09
Heavy Equip. Operator	Utilities	13	\$13.39	\$20.09
Wastewater Operator	Utilities	13	\$13.39	\$20.09

City of Moberly - Classification and Compensation Scale – August 5th, 2019

Wastewater Operator A License	Utilities	13	\$13.39	\$20.09
Wastewater Operator B License	Utilities	13	\$13.39	\$20.09
Water Plant Operator A License	Utilities	13	\$13.39	\$20.09
Water Plant Operator B License	Utilities	13	\$13.39	\$20.09
Water Plant Operator C License	Utilities	13	\$13.39	\$20.09
Cemetery Sexton	Public Works	14	\$13.99	\$20.99
Code Enforcer (Code Enforcement I)	Public Works/ Comm. Development	14	\$13.99	\$20.99
Police Officer	Police	14	\$15.62	\$22.62
Skilled Maintenance Worker	Parks	14	\$13.99	\$20.09
Water Quality Control Coordinator	Utilities	14	\$13.99	\$20.99
Administrative Assistant (Office Manager)	Parks	15	\$14.35	\$21.52
Detective	Police	15	\$15.98	\$23.15
Police Corporal	Police	15	\$16.53	\$23.70
PR/Social Media Manager	Comm. Development	15	\$14.35	\$21.52
School Resource Officer	Police	15	\$15.98	\$23.15
Semi-Skilled Maintenance Worker (Assistant Foreman)	Public Works/ Comm. Development	15	\$14.35	\$21.52
Skilled Maintenance Worker	Utilities	15	\$14.35	\$21.52
Complex Supervisor	Parks	18	\$15.92	\$23.87
Mechanic	Public Works/ Comm. Development	18	\$15.92	\$23.87
Assistant Finance Director	Finance	18	\$15.92	\$23.87
Recreation Supervisor	Parks	18	\$15.92	\$23.87
Water D&C Foreman	Utilities	18	\$15.92	\$23.87
Sergeant	Police	19	\$19.11	\$27.85
Sergeant/Detective	Police	19	\$19.11	\$27.85
Captain	Fire	20	\$18.52	\$27.78
Chief Wastewater Operator	Utilities	20	\$18.52	\$27.78
Chief Water Plant Operator	Utilities	20	\$18.52	\$27.78
Commander	Police	20	\$20.15	\$29.41
City Clerk	City Manager/Council	20	\$18.52	\$27.78
Public Works Superintendent	Public Works/ Comm. Development	20	\$18.52	\$27.78
Superintendent Parks (Parks Superintendent)	Parks	20	\$16.62	\$27.78

Director of Finance	Finance	25	\$26.49	\$39.74
Director of Parks & Recreation	Parks	25	\$26.49	\$39.74
Director of Personnel	Personnel	25	\$26.49	\$39.74
Fire Chief	Fire	25	\$26.49	\$39.74
Director of Public Works	Public Works	27	\$29.23	\$43.84
Police Chief	Police	27	\$29.78	\$44.39*
Utilities Director	Utilities	28	\$32.18	\$48.27
City Manager	City Manager	29	\$40.87	\$61.30

#5.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #6.
 Department: City Clerk
 Date: August 5, 2019

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

Summary: Appropriation Resolution.

Recommended Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$821,747.12.

WHEREAS, the funds are to be disbursed as follows;

- SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$157,636.11.
- SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$9,390.00.
- SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$42,748.59.
- SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$1,197.79.
- SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$40.49.
- SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$236,862.56.
- SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$23,668.66.
- SECTION 8: There is hereby appropriated out of the **Veteran Memorial Flag Project Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$39.46.
- SECTION 9: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$19,343.78.
- SECTION 10: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$102,783.68.
- SECTION 11: There is hereby appropriated out of the **Utilities OP Reserve Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$3,880.96.
- SECTION 12: There is hereby appropriated out of the **Capital Improvement Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$1,823.00.
- SECTION 13: 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 August 1, 2019 in the amount of \$38,226.25.
- SECTION 14: 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 August 1, 2019 in the amount of \$39,969.52.
- SECTION 15: There is hereby appropriated out of the **2004C SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$26,067.35.
- SECTION 16: There is hereby appropriated out of the **2008A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$209.69.
- SECTION 17: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$58,459.52.
- SECTION 18: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$40,420.29.
- SECTION 19: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$18,949.42.
- SECTION 20: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 1, 2019 in the amount of \$30.00.

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

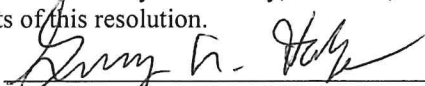
RESOLVED this 5th day of August 2019 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

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



City Treasurer, City of Moberly, Missouri

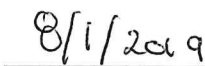
**EXPENSES PAID JULY 12, 2019 - AUGUST 1, 2019 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
AUGUST 5, 2019 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	157,636.11
Non-Resident Lodging Tax Fund	\$	9,390.00
Payroll Fund	\$	42,748.59
Solid Waste Fund	\$	1,197.79
Heritage Hills Golf Course Fund	\$	40.49
Parks and Recreation Fund	\$	236,862.56
Airport Fund	\$	23,668.66
Veteran Memorial Flag Project Fund	\$	39.46
Utilities Collection Fund	\$	19,343.78
Utilities OP & Maintenance Fund	\$	102,783.68
Utilities OP Reserve Fund	\$	3,880.96
Capital Improvement Trust Fund	\$	1,823.00
2004B SFR Bonds Debt Service Fund	\$	38,226.25
2006A SRF Bonds Debt Service Fund	\$	39,969.52
2004C Bonds Debt Service Fund	\$	26,067.35
2008A Bunds Debt Service Fund	\$	209.69
Emergency Telephone Fund	\$	58,459.52
Transportation Trust Fund	\$	40,420.29
Street Improvement Fund	\$	18,949.42
Downtown CID Sales Tax Fund	\$	30.00
Total	\$	821,747.12

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



 City Treasurer, City of Moberly, Missouri



 Date

#6.

BANK# BANK NAME
 CHECK# DATE ACCOUNT# NAME CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

24 DISBURSEMENTS

80851	7/12/2019	3 AFLAC GROUP INSURANCE	2,468.16				
80852	7/12/2019	2646 VALIC	892.00				
* 80853	Thru 80861						
80862	7/19/2019	5561 A & A outhouses & Pumping	400.00				
80863	7/19/2019	351 AGEe, Carl W	275.00				
80864	7/19/2019	5062 ALM Environmental Services Con	145.00				
80865	7/19/2019	6 AMEREN MISSOURI	58.45				
80866	7/19/2019	5836 AMERICAN FAMILY INSURANCE	100.00				
80867	7/19/2019	1825 APOLLO PORTA POTTIES	1,100.00				
80868	7/19/2019	3112 ARAMARK UNIFORM SERVICES	679.50				
80869	7/19/2019	30 ARTDEP+BENTON	146.00				
80870	7/19/2019	17 AT&T 5001	890.53				
80871	7/19/2019	4729 BARTLETT & WEST	4,489.50				
80872	7/19/2019	3143 BLUE VALLEY PUBLIC SAFETY INC	2,184.62				
80873	7/19/2019	5057 BOONE CONSULTING	3,696.00				
80874	7/19/2019	5612 BOONVILLE DAILY NEWS	75.00				
80875	7/19/2019	2885 BOTKINS TRUCKING LLC	2,927.03				
80876	7/19/2019	2975 BRENNTAG MID SOUTH INC	506.25				
80877	7/19/2019	424 BUTLER SUPPLY INC	285.61				
80878	7/19/2019	5004 CHAMPION BRANDS LLC	2,583.95				
80879	7/19/2019	594 BROOKS JIM	38.00				
80880	7/19/2019	598 CHARITON VALLEY COMMUNICATIONS	221.64				
80881	7/19/2019	4006 CITY OF COLUMBIA	1,056.00				
80882	7/19/2019	653 COE EQUIPMENT	146.66				
80883	7/19/2019	3063 CONLEY FOREST DO	40.00				
80884	7/19/2019	2645 CORE & MAIN LP	5,302.80				
80885	7/19/2019	2908 CUNNINGHAM VOGEL & ROST PC	9,231.69				
80886	7/19/2019	5797 DA-COM	200.00				
80887	7/19/2019	2971 DASH MEDICAL GLOVES INC	200.70				
80888	7/19/2019	194 DMC CONCRETE CONSTRUCTION	7,148.00				
80889	7/19/2019	5673 DONALD DOWNEY INC	27,235.20				
80890	7/19/2019	695 ENGINEERING SURVEYS & SERVICES	1,843.00				
80891	7/19/2019	5447 ENVIRONMENTAL SAFETY INC	3,829.20				
80892	7/19/2019	5832 EXPERITEC, INC	976.09				
80893	7/19/2019	3103 FASTENAL COMPANY	.00			VOID:	
80894	7/19/2019	3103 FASTENAL COMPANY	.00			VOID:	
80895	7/19/2019	3103 FASTENAL COMPANY	.00			VOID:	
80896	7/19/2019	3103 FASTENAL COMPANY	5,485.18				
80897	7/19/2019	1308 FEHLING SMALL ENGINE LLC	154.11				
80898	7/19/2019	5834 FIRST BAPTIST CHURCH MACON	100.00				
80899	7/19/2019	704 GALLS LLC	514.77				
80900	7/19/2019	737 HACH COMPANY	6,106.24				
80901	7/19/2019	1338 HAWKINS INC	2,965.95				
80902	7/19/2019	1835 INDUSTRIAL PROCESS EQUIP GROUP	196.42				
80903	7/19/2019	4347 JOHN DEERE FINANCIAL	.00			VOID:	
80904	7/19/2019	4347 JOHN DEERE FINANCIAL	2,128.18				
80905	7/19/2019	881 KAUFMAN JERRY	3,400.00				
80906	7/19/2019	1381 LEON UNIFORM COMPANY	517.65				
80907	7/19/2019	1008 M & M TRUCKING RECLAMATION INC	325.00				
80908	7/19/2019	4836 M&M GOLF CARS LLC	575.00				
80909	7/19/2019	1598 MARK TWAIN REGIONAL COG	4,611.42				

ACCOUNTS PAYABLE CHECK REGISTER

#6.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
80910	7/19/2019	679	MARTECK	436.00				
80911	7/19/2019	2717	MATHESON TRI GAS INC	647.86				
80912	7/19/2019	1648	MCM SYSTEMS	13,334.55				
80913	7/19/2019	1688	MFA OIL COMPANY	230.20				
80914	7/19/2019	432	MISSOURI DEPT OF REVENUE 3390	201.54				
80915	7/19/2019	195	MISSOURI WATER & WASTEWATER CO	190.00				
80916	7/19/2019	3085	MO DEPT OF REVENUE	1,372.16				
80917	7/19/2019	2740	MOBERLY AREA CHAMBER OF COMMER	7,500.00				
80918	7/19/2019	1908	MOBERLY AREA COMMUNITY COLLEGE	65.00				
80919	7/19/2019	2798	MOBERLY AREA COUNCIL ON THE AR	1,000.00				
80920	7/19/2019	271	MOBERLY FRIENDS OF THE PARK	1,000.00				
80921	7/19/2019	2907	MOBERLY READY MIX	733.31				
80922	7/19/2019	2731	MOTOROLA	53,112.00				
80923	7/19/2019	1604	NAPA AUTO PARTS OF MOBERLY	2,579.44				
80924	7/19/2019	4321	NORTHERN MO COMMUNITY FDN	1,000.00				
80925	7/19/2019	1082	NUHN STEVEN	15,600.00				
80926	7/19/2019	1618	ONMEDIA ADVERTISING SALES	1,142.58				
80927	7/19/2019	1559	ORNBURN KRISTEE	100.00				
80928	7/19/2019	2822	PEPSI-COLA	1,320.65				
80929	7/19/2019	2166	PERSONNEL EVALUATION INC	100.00				
80930	7/19/2019	2556	PETTY CASH	155.00				
80931	7/19/2019	617	SCHULTE SUPPLY INC	2,330.35				
80932	7/19/2019	2791	SENIOR AMERICANS MULTIPURPOSE	6,000.00				
80933	7/19/2019	1849	SPRINT	.00			VOID:	
80934	7/19/2019	1849	SPRINT	2,529.19				
80935	7/19/2019	5700	STAPLES	202.01				
80936	7/19/2019	488	SUPERIOR ADVENTURE CENTER	643.80				
80937	7/19/2019	5596	THE MEXICO LEDGER	75.00				
80938	7/19/2019	5835	VEE-JAY CEMENT CONTRACTACTING	184,836.25				
80939	7/19/2019	3451	VERMEER GREAT PLAINS	62.42			VOID:	
80940	7/19/2019	2772	WIRELESS USA	826.44				
80941	7/22/2019	3760	UNITED STATES TREASURY	673.75				
* 80942	Thru 80956							
80957	7/25/2019	2643	UNITED WAY	1,252.76				
80958	7/25/2019	2646	VALIC	892.00				
80959	8/01/2019	2903	ABAN PEST CONTROL INC	340.00				
80960	8/01/2019	5597	ALEX DANIEL FINCHER	100.00				
80961	8/01/2019	790	ARISTA INFORMATION SYSTEMS INC	2,858.38				
80962	8/01/2019	13	ARROW ENERGY INC	20,741.96				
80963	8/01/2019	30	ARTDEP+BENTON	2,035.46				
80964	8/01/2019	17	AT&T 5001	4,456.99				
80965	8/01/2019	4966	ATIS ELEVATOR INSPECTION LLC	130.00				
80966	8/01/2019	5176	BILLINGTON MARY	165.00				
80967	8/01/2019	5761	BLACKFORD LETHA	100.00				
80968	8/01/2019	3143	BLUE VALLEY PUBLIC SAFETY INC	595.00				
80969	8/01/2019	2885	BOTKINS TRUCKING LLC	1,544.84				
80970	8/01/2019	3532	BRUBAKER TIM	118.80				
80971	8/01/2019	424	BUTLER SUPPLY INC	438.54				
80972	8/01/2019	104	CARTER-WATERS	154.35				
80973	8/01/2019	591	CASON BUILDING MAINTENANCE INC	2,063.70				
80974	8/01/2019	3791	CERTIFIED LABORATORIES	1,393.00				
80975	8/01/2019	5844	CLARK, DANNY	55.00				
80976	8/01/2019	437	CLARKE MOSQUITO CONTROL PRODUC	983.36				

ACCOUNTS PAYABLE CHECK REGISTER

#6.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
80977	8/01/2019	653	COE EQUIPMENT	26.72				
80978	8/01/2019	5855	COLE DAVIS	118.80				
80979	8/01/2019	3063	CONLEY FOREST DO	85.00				
80980	8/01/2019	2645	CORE & MAIN LP	1,631.70				
80981	8/01/2019	678	CROWN POWER & EQUIPMENT	429.74				
80982	8/01/2019	2913	CULLIGAN WATER CONDITIONING	10.30				
80983	8/01/2019	5682	STEPHEN L POWELL	30.00				
80984	8/01/2019	690	DIEBOLD INC	5,934.49				
80985	8/01/2019	470	DOUGLAS CATHERINE PAIGE	67.50				
80986	8/01/2019	5791	DOUGLAS SUMMER H	165.00				
80987	8/01/2019	2806	DPC ENTERPRISES LP	819.00				
80988	8/01/2019	5845	DUNWOODY WAYNE	969.08				
80989	8/01/2019	695	ENGINEERING SURVEYS & SERVICES	190.00				
80990	8/01/2019	1527	ESRY DANIEL	247.50				
80991	8/01/2019	5841	FADLER, CHERYL	100.00				
80992	8/01/2019	1308	FEHLING SMALL ENGINE LLC	740.80				
80993	8/01/2019	5801	FINNELL MADDI	72.50				
80994	8/01/2019	701	FOUR ACRES NURSERY INC	3,450.00				
80995	8/01/2019	1344	FRED WEBER INC	3,283.38				
80996	8/01/2019	5785	GEBHARDT ABIGAIL R	232.50				
80997	8/01/2019	5178	GEBHARDT JEREMIAH	122.50				
80998	8/01/2019	2956	GREEN HILLS VET CLINIC LLC	1,041.50				
80999	8/01/2019	4269	GROWTH SERVICES GROUP LLC	8,250.00				
81000	8/01/2019	737	HACH COMPANY	1,346.04				
81001	8/01/2019	5784	HARLAN KENNEDY	44.00				
81002	8/01/2019	2525	HARRISON DUSTIN	53.98				
81003	8/01/2019	1338	HAWKINS INC	1,664.60				
81004	8/01/2019	5763	HULTZ RACHEL	12.94				
81005	8/01/2019	4533	HUNTSVILLE CHRISTIAN CHURCH	100.00				
81006	8/01/2019	5846	INDUSTRIAL & PETROLEUM	2,905.96				
81007	8/01/2019	680	KB TIRE AND AUTO INC	35.00				
81008	8/01/2019	5847	KELLY JUNE	20.00				
81009	8/01/2019	2569	KIMMONS JOHN	118.80				
81010	8/01/2019	2697	LEADS ON LINE LLC	1,428.00				
81011	8/01/2019	2964	LEES LAWN CARE & EQUIPMENT LLC	1,212.51				
81012	8/01/2019	1381	LEON UNIFORM COMPANY	396.80				
81013	8/01/2019	940	LUCAS SIGN LLC	170.00				
81014	8/01/2019	679	MARTECK	601.50				
81015	8/01/2019	5658	CYDNEY D MAYFIELD	150.00				
81016	8/01/2019	5611	MCCLURE ENGINEERING COMPANY	3,367.40				
81017	8/01/2019	5848	MCKINNEY ANNE	90.00				
81018	8/01/2019	1688	MFA OIL COMPANY	10,406.03				
81019	8/01/2019	5838	MIDWEST RECYCLING CENTER	165.00				
81020	8/01/2019	1756	MIRMA	3,880.96				
81021	8/01/2019	2889	MISSOURI DEPART OF CORRECT	465.00				
81022	8/01/2019	416	MISSOURI DEPARTMENT OF REVENUE	3,169.52				
81023	8/01/2019	72	MISSOURI PARK AND RECREATION A	7,376.00				
81024	8/01/2019	360	MO DEPARTMENT OF NATURAL RESOU	200.00				
81025	8/01/2019	1772	MO DEPT OF NATURAL RESOURCES	15,003.64				
81026	8/01/2019	3283	MO DEPT OF PUBLIC SAFETY	25.00				
81027	8/01/2019	1839	MO STATE AGENCY SURPLUS	48.00				
81028	8/01/2019	5132	MO STATE HWY PATROL ACADEMY	240.00				
81029	8/01/2019	2740	MOBERLY AREA CHAMBER OF COMMER	21,000.00				

ACCOUNTS PAYABLE CHECK REGISTER

#6.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
81030	8/01/2019	1954	MOBERLY MOTOR COMPANY	729.14				
81031	8/01/2019	3862	MOBERLY PLUMBING	8,026.56				
81032	8/01/2019	2907	MOBERLY READY MIX	4,268.95				
81033	8/01/2019	5843	MOORE MARK	1,780.00				
81034	8/01/2019	2976	NEUMAYER EQUIPMENT CO INC	525.00				
81035	8/01/2019	2822	PEPSI-COLA	1,090.88				
81036	8/01/2019	5579	PERRY AGRICULTURAL LAB INC	698.28				
81037	8/01/2019	2596	PLUMB SUPPLY COMPANY	40.56				
81038	8/01/2019	5849	PRICE DAVID	25.00				
81039	8/01/2019	5786	PRICE JOSHUA STEVEN	130.00				
81040	8/01/2019	1320	RANDOLPH AREA PACHYDERM CLUB	100.00				
81041	8/01/2019	2881	RANDOLPH COUNTY FAIR	890.00				
81042	8/01/2019	5852	RELIABLE PLUMBING	9,708.72				
81043	8/01/2019	5851	RICHARDSON ZACH	90.00				
81044	8/01/2019	4805	RILEY ANNA	62.00				
81045	8/01/2019	71	RILEY BOBBY	400.00				
81046	8/01/2019	1099	ROBERTS ROSE	100.00				
81047	8/01/2019	5850	ROCKIN RENTS	165.00				
81048	8/01/2019	2850	ROTARY CLUB OF MOBERLY	175.00				
81049	8/01/2019	4117	ROTO-ROOTER	1,187.00				
81050	8/01/2019	5853	S & H FARM SUPPLY, INC	2,700.00				
81051	8/01/2019	617	SCHULTE SUPPLY INC	95.00				
81052	8/01/2019	2610	BRENDLINGER ENTERPRISES INC	106.00				
81053	8/01/2019	5700	STAPLES	407.49				
81054	8/01/2019	5839	THIVIERGE, VALERIE	100.00				
81055	8/01/2019	2640	THOMAS HILL PUBLIC WATER SUPPL	111.46				
81056	8/01/2019	3075	TIMOTHY JEFFRIES CPA PC	150.00				
81057	8/01/2019	642	TOWN & COUNTRY ABSTRACT CO	100.00				
81058	8/01/2019	2643	UNITED WAY	150.00				
81059	8/01/2019	2484	VERMEER OF MISSOURI & ILLINOIS	62.42				
81060	8/01/2019	5764	VERNON L GOEDECKE CO	13.68				
81061	8/01/2019	2742	WAL MART COMMUNITY	.00				VOID:
81062	8/01/2019	2742	WAL MART COMMUNITY	896.37				
81063	8/01/2019	5526	ZELADE MADDY	135.00				
*20190611								
20190612	7/15/2019	1800	MO LAGERS	37,243.67				E-PAY
20190613	7/15/2019	2708	UMB BANK	13,975.51				E-PAY
20190614	7/19/2019	6	AMEREN MISSOURI	73,959.37				E-PAY
20190615	7/19/2019	1756	MIRMA	350.00				E-PAY
20190616	7/22/2019	2708	UMB BANK	90,497.30				E-PAY
*20190724								
20190725	7/25/2019	5783	BANKCARD SERVICES	17,979.35				E-PAY

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

BANK TOTALS:	
OUTSTANDING	821,747.12
CLEARED	.00

BANK 24 TOTAL	821,747.12
VOIDED	62.42

ACCOUNTS PAYABLE CHECK REGISTER

#6.

BANK# BANK NAME
CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	157,636.11	157,636.11	.00	.00
102 NON-RESIDENT LODGING TAX	9,390.00	9,390.00	.00	.00
105 PAYROLL FUND	42,748.59	42,748.59	.00	.00
110 SOLID WASTE FUND	1,197.79	1,197.79	.00	.00
114 HERITAGE HILLS GOLF CRSE	40.49	40.49	.00	.00
115 PARKS & RECREATION FUND	236,862.56	236,862.56	.00	.00
120 AIRPORT FUND	23,668.66	23,668.66	.00	.00
140 VETERAN MEMORIAL FLAG PRJ	39.46	39.46	.00	.00
300 UTILITIES COLLECTION FUND	19,343.78	19,343.78	.00	.00
301 UTILITIES OP & MAINT	102,783.68	102,783.68	.00	62.42
303 UTILITIES OP RESERVE	3,880.96	3,880.96	.00	.00
304 CAPITAL IMPROVEMENT TRUST	1,823.00	1,823.00	.00	.00
377 2004B SRF BONDS DEBT SERV	38,226.25	38,226.25	.00	.00
378 2006A SRF BONDS DEBT SERV	39,969.52	39,969.52	.00	.00
379 2004C BONDS DEBT SERVICE	26,067.35	26,067.35	.00	.00
380 2008A BONDS DEBT SERVICE	209.69	209.69	.00	.00
400 EMERGENCY TELEPHONE FUND	58,459.52	58,459.52	.00	.00
600 TRANSPORTATION TRUST FUND	40,420.29	40,420.29	.00	.00
601 STREET IMPROVEMENT FUND	18,949.42	18,949.42	.00	.00
911 DOWNTOWN CID SALES TAX	30.00	30.00	.00	.00

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

#6.

BANK# BANK NAME
CHECK# DESCRIPTION

24 DISBURSEMENTS

80851 Thru 80852 Accounts Payable Checks
80853 Thru 80861 Utility Billing Checks
80862 Thru 80941 Accounts Payable Checks
80942 Thru 80956 Utility Billing Checks
80957 Thru 81063 Accounts Payable Checks

20190612 Thru 20190616 Accounts Payable E-Pay
20190617 Thru 20190724 Gap in ACH
20190725 Accounts Payable E-Pay