

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
AMENDED COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
July 20, 2020
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

1. Council Minutes

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

2. A request from Moberly Chamber of Commerce to hold their annual Junk Junction and to close of the 200, 300, 400, and 500 blocks of W. Reed on September 19, 2020 from 5 a.m. to 7:00 p.m

3. Request for no parking for 300 block of Collins Ave

Public Hearing and Receipt of Bids

Ordinances & Resolutions

4. An Ordinance Repealing Section 40-715, Subsections (68) And (69) And Replacing Section 40-715 (67) Of The Moberly City Code.

5. An Ordinance Amending Ordinance Number 9587.

6. An Ordinance Accepting Changer Order No. 1 In The Amount Of \$3,528.00 To The Fisk Avenue Trail Improvement Project.

7. An Ordinance Accepting Changer Order No. 1 In The Amount Of \$39,884.80 To The Route M Phase 2 Pedestrian Bridge.

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

9. A Resolution approving Social Media Training from Mark Fiedelholz, Social Media Attorney.

10. A Resolution Approving Contract Documents With Caselle To Provide Utility Billing And Management, Finance, Licensing And Permitting Software.

11. A Resolution Approving A Governmental Consulting Services Agreement Between The City Of Moberly, Missouri And Zamkus And Associates, LLC And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

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

Official Reports

13. Department Head Monthly Reports

Anything Else to Come Before the Council

14. Consideration of a Motion to adjourn to a Work Session followed by a Closed Session to discuss the status of pending negotiated contract (Closed Statues 610.021) (12)

Adjournment

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

June 15, 2020

City of Moberly, Missouri Council Minutes

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

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

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

A motion was made by Brubaker and seconded by Davis to approve the minutes of May 18, 2020, 6:00 p.m., May 28, 2020, 4:00 p.m., May 28, 2020, 5:00 p.m., June 1, 2020, 6:00 p.m., and June 8, 2020, 4:00 p.m. Council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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

The canvass of ballots for the Municipal Election of April 7, 2020 (**June 2, 2020, General Municipal Official Election Date**) was performed by County Clerk, Will Ellis and the verification board.

County Clerk Ellis certified that the canvass of said returns shows "For Council Three Year Term":

John W. Kimmons, Jr. received 888 votes. The certification shows John W. Kimmons, Jr. was elected for Council for three year term at the Municipal Election of April 7, 2020 (**June 2, 2020, General Municipal Official Election Date**).

County Clerk Ellis certified that the canvass of said returns show "City of Moberly Question 1" (**Shall the City of Moberly, Missouri, be authorized to continue to impose a capital improvement sales tax until December 31, 2059 in an amount of one-half of one percent on all retail sales that are subject to taxation for the purpose of extending, improving, operating and maintaining its water and sewer systems?**).

For "City of Moberly Question 1" - 796 votes.

Against "City of Moberly Question 1" - 258 votes.

The certification shows that "City of Moberly Question 1" (**Shall the City of Moberly, Missouri, be authorized to continue to impose a capital improvement sales tax until December 31, 2059 in an amount of one-half of one percent on all retail sales that are subject to taxation for the purpose of extending, improving, operating and maintaining its water and sewer systems?**) passed at the Municipal Election of April 7, 2020 (**June 2, 2020, General Municipal Official Election Date**).

County Clerk Ellis certified that the canvass of said returns show "City of Moberly Question 2" (**Shall the City of Moberly, Missouri, issue its combined waterworks and sewerage system revenue bonds in the amount of \$18,000,000 for the purpose of acquiring,**

constructing, improving and extending its combined waterworks and sewerage system, the cost of operation and maintenance of said combined waterworks and sewerage system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its combined waterworks and sewerage system, including all future extensions and improvements thereto?).

For "City of Moberly Question 2" - 833 votes.

Against "City of Moberly Question 2" - 218 votes.

The certification shows that "City of Moberly Question 2" (Shall the City of Moberly, Missouri, issue its combined waterworks and sewerage system revenue bonds in the amount of \$18,000,000 for the purpose of acquiring, constructing, improving and extending its combined waterworks and sewerage system, the cost of operation and maintenance of said combined waterworks and sewerage system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its combined waterworks and sewerage system, including all future extensions and improvements thereto?) passed at the Municipal Election of April 7, 2020 (June 2, 2020, General Municipal Official Election Date).

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

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

City Clerk, Kay Galloway administered the oath of office for Councilman, John W. Kimmons, Jr.

A motion was made by Davis and seconded by Kimmons to appoint City Manager, Brian Crane temporary Chairman. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Chairman Crane called the meeting to order.

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

Chairman Crane stated the first order of business would be the election of Mayor.

A motion was made by Brubaker and seconded by Kimmons to nominate Jerry Jeffrey for Mayor. There being no other nominations, Chairman Crane declared the nominations closed and called for a vote on the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. Mayor Jeffrey stated the next order of business will be the election of Mayor Pro Tem.

A motion was made by Kimmons and seconded by Kyser to nominate Tim Brubaker as Mayor Pro Tem. There being no other nominations, Mayor Jeffrey declared

the nominations closed and called for a vote on the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Council recognized City of Moberly employees and presented them with a token of appreciation for their dedicated service during the COVID-19 pandemic.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE DECLARING THE RESULTS OF THE ELECTION HELD IN THE CITY OF MOBERLY, MISSOURI, ON JUNE 2, 2020"** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF MOBERLY AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR WELCOME TO MOBERLY SIGNAGE"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none.

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

Davis introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ANTENNA LEASES TO ENABLE WATER METER READING TECHNOLOGY"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and Davis seconded by to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE MAYOR OF MOBERLY, MISSOURI TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MOBERLY AREA COMMUNITY COLLEGE"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kyser and Kimmons seconded by to

adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced "A RESOLUTION ACCEPTING THE BID OF L & J DEVELOPMENT, INC., FOR CONSTRUCTION OF THE DEPOT PARK SHELTER RESTROOM AND AUTHORIZING CONTRACTING FOR THE PROJECT" and made a motion for it to be read. Kyser seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kyser and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kimmons introduced "A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$506,867.71" and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Davis and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Monthly reports were received from various departments.

Mayor Jeffrey nominated Bill Stuart to be re-appointed to the Airport Advisory Commission. A motion was made by Kimmons and seconded by Brubaker to re-appoint Bill Stuart to the Airport Advisory Commission. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey nominated Connie Asbury and Bob Riley to be re-appointed and for Lorna Miles to be appointed to the Planning and Zoning Commission. A motion was made by Kyser and seconded by Davis to re-appoint Connie Asbury and Bob Riley and to appoint Lorna Miles to the Planning and Zoning Commission. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Mayor Jeffrey nominated the following as Council Members to the following Boards, Austin Kyser to the Historic Preservation Commission, Austin Kyser and Jerry Jeffrey to the Planning and Zoning Commission, John Kimmons to the Tourism Advisory Commission, Cole Davis to the Parks and Recreation Board, and Tim Brubaker to the Downtown Moberly Community Improvement District Board. A motion was made by Kyser and seconded by Brubaker to approve the appointments to the boards nominated by the Mayor. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following liquor applications were submitted for approval:

Eight renewal applications:

Maximo Perez, El Vaquero Mexican Restaurant, 721 N. Morley Street (liquor by the drink and Sunday sales).

Felicia Buckner, Felicia's Restaurant and Entertainment, LLC, 1461 Highway JJ (liquor by the drink).

Jignesh Kumar Patel, Moberly Mart, 1400 N. Morley Street (package liquor in excess of 5% alcohol and Sunday sales).

Jana Longbine, Twisted Llama, LLC, Mallards Pub and Pool, 407 E. Urbandale Drive, Suite D (liquor by the drink).

James P. Emanuel, Jr., Wal-Mart Supercenter #40, 1301 Highway 24 East, (package liquor in excess of 5% alcohol and Sunday sales).

Robbin Griffith, Walgreen Co., 1711 N. Morley Street (package liquor in excess of 5% alcohol and Sunday sales).

Jignesh Kumar Patel, Xpress Liquor and Smokes, 402 S. Morley Street (package liquor in excess of 5% alcohol and Sunday sales).

Jignesh Kumar Patel, Xpress Liquor and Smokes 14, 817 S. Morley Street (package liquor in excess of 5% alcohol and Sunday sales).

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

Aubrey Brockman, 1841 Leah Lane, Moberly, Missouri, was present and asked to address the Council. Mayor Jeffrey stated the last time he was present his conduct showed disrespect to Council and Staff, he asked Mr. Brockman to apologize before speaking. He said he would not. Mayor asked that he be removed from the Council Chambers. Police Chief, Troy Link escorted him out of the Council Chambers.

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

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

A work session was held. A motion was made by Kyser and seconded by Kimmons to adjourn to a closed session to discuss the status of pending litigation, real estate and negotiated contracts (MO Statutes 610.021,1,2,12). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A closed session was held.

Mayor Jeffrey reopened the meeting.

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

Work Session

The following was discussed at the work session:

Discussion of a change order #2 on the Harrison and Garfield Project.

A motion was made by Kyser and seconded by Davis to table Work Session Agenda Item number 2 "Consideration of two contracts involving the old Junior High building". Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A motion was made by Kyser and seconded by Davis to skip Work Session Agenda Item number 3 "Consideration of two contracts involving the old Junior High building". Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Receipt of bids for the airport runway project.

A Resolution Approving Grant Funding To Area Civic And Charitable Organizations And Authorizing The City Manager To Execute Annual Service Agreements With Area Civic And Charitable Organizations.

Results of Request of Qualifications for Engineering Services for Water and Sewer Projects and Recommendation of Selection.

June 25, 2020

City of Moberly, Missouri Council Minutes

Council met in special session at 4:00 p.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

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

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

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

A motion was made by Brubaker and seconded by Kyser to table agenda item 1, **"AN ORDINANCE APPROVING AND CONFIRMING CERTAIN LICENSES; APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT; AND PROVIDING FURTHER AUTHORITY"**. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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

A motion was made by Kyser and seconded by Kimmons to amend the Budget for Fiscal Year, July 1, 2019 through June 30, 2020 to add the following: "Final Budget Revision Changes", 1. Decrease Transfer from Parks Sales Tax Fund, Account #115.000.4603, from \$990,206.64 to \$987,058.68; 2. Increase Land Maintenance, Account #115.041.5305, from \$14,000.00 to \$35,500.00; 3. Remove ballpark lighting, Account #115.041.5502, from \$336,000.00 to \$286,000.00; 4. Reduce Principal & Interest, Account #115.044.550, from \$36,147.96 to \$33,500.00; 5. Reduce Electricity & Gas, Account #115.048.5209, from \$28,000.00 to \$26,000.00; 6. Increase Land Maintenance, Account #115.048.5305, from \$25,000.00 to \$55,000.00; and 7. Decrease Transfer to Parks & Recreation Fund, Account #116.000.5601, from 990,206.64 to \$987,058.68. Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING AND APPROVING THE BUDGET FOR THE CITY OF MOBERLY, MISSOURI FOR FISCAL YEAR, JULY 1, 2020 THROUGH JUNE 30, 2021"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Kimmons, Davis, Kyser, Jeffrey and Brubaker. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none.

Davis introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$283,543.25"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A motion was made by Kyser and seconded by Kimmons to move the agenda item that was tabled at the last Council meeting of June 15, 2020 be moved to the regular meeting of July 6, 2020 instead of the work session. Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none.

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

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

DRAFT

July 6, 2020

City of Moberly, Missouri Council Minutes

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

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

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

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

The following bids were received for Omar N. Bradley Airport project (Reconstruct runway 13-31 (5,000' x 75') and connecting taxiways, construct parallel taxiway extension, install new medium intensity runway lighting (MIRL) system, runway 13-31 4-box PAPI systems, runway 13-31 REIL systems, and lighting holding position signs, MODOT Project number 19-034A-1): **Emery Sapp & Sons, Inc.**, Total Base Bid, \$5,564,703.05; **Ideker, Inc.**, Total Base Bid, \$5,900,869.30; **Phillips Hardy, Inc.**, Total Base Bid, \$6,405,128.40; **Lehman Construction, LLC**, Total Base Bid, \$6,972,765.60; **Capital Paving & Construction, LLC**, Total Base Bid, \$7,280,969.50. A motion was made by Kimmons and seconded by Kyser to accept the bids. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION AGREEMENT WITH EMERY SAPP & SONS, INC., FOR THE RUNWAY RECONSTRUCTION AT OMAR N. BRADLEY AIRPORT"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker.

Kimmons introduced **"A RESOLUTION AUTHORIZING AND ACCEPTING CHANGE ORDER NUMBER 2 TO THE CONTRACT WITH WILLIS BROS. INC., FOR THE HARRISON AND GARFIELD PROJECT"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker.

Davis introduced **"A RESOLUTION APPROVING GRANT FUNDING TO AREA CIVIC AND CHARITABLE ORGANIZATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANNUAL SERVICE AGREEMENTS WITH AREA CIVIC AND CHARITABLE ORGANIZATIONS"** and made a motion for it to be read. Kyser seconded the motion. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker. The Resolution was read. A motion was made by Davis and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker.

Kyser introduced **"A RESOLUTION AUTHORIZING USE OF JACOBS ENGINEERING GROUP, INC., AS A PROFESSIONAL CONSULTANT TO PROVIDE ENGINEERING SERVICES FOR WATER AND SEWER PROJECTS"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker.

Kimmons introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR PROFESSIONAL SERVICES"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker. The Resolution was read. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker.

Davis introduced **"A RESOLUTION AUTHORIZING THE MAYOR OF MOBERLY MISSOURI TO EXECUTE A TERMINATION AGREEMENT AND REAL ESTATE PURCHASE AGREEMENT WITH HORIZON HOUSING FOUNDATION"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker. The Resolution was read. *J. W. Ballinger was present and asked if this resolution indicates the City will purchase the building. City Manager Crane said yes. Carolee Hazlet, 212 Crest Drive, Moberly, Missouri was present and indicated that she was there for herself and at the request of others for the concern of historic preservation concerning Moberly's old Jr. High School Building and to find out what the plans might be for either preservation or destruction; and asking the City Council to strongly consider ways and means of using the old Jr. High building the best way possible instead of tearing it down and having another empty space and lost memories. Paula Hayslip, 499 Woodland Avenue, Moberly, Missouri was present and stated she felt the old Jr. High School building should be demolished.* A motion was made by Davis and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker.

Kyser introduced **"A RESOLUTION ACCEPTING THE BID OF SAPP CONSTRUCTION INC., AND AUTHORIZING CONTRACTING WITH SAPP CONSTRUCTION INC., FOR EXCAVATION AND CONSTRUCTION OF THE KIWANIS PARK DETENTION POND"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker. The Resolution was read. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker.

Kimmons introduced **"A RESOLUTION ACCEPTING A QUIT CLAIM DEED FROM CHRISTOPHER L. HAYES."** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker. The Resolution was read. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker.

Davis introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$1,168.019.50."** and made a motion for it to be read. Kyser seconded the motion. Ayes: Jeffrey, Kimmons, Davis

and Kyser. Nays: none. Absent: Brubaker. The Resolution was read. A motion was made by Davis and seconded by Kimmons to adopt the Resolution as read. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker.

The following liquor applications were submitted for approval:
Rob Jeffries, Aldi, Inc. #82, 400 E. Highway 24 (package liquor in excess of 5% alcohol and Sunday sales).
Angela S. Taylor, Case "N" Keg, 1802 S. Morley Street (liquor by the drink and Sunday sales).
David Thomas Covert, Jr., Covert Operations, LLC, d/b/a Vertigo, 301 S. Ault Street (liquor by the drink).
Victoria Lopez, Fiesta Bar & Grill, 104 Wightman Street (liquor by the drink and Sunday sales).
Mark T. Baker, FL59 Moberly, 600 E. Highway 24 (package liquor in excess of 5% alcohol and Sunday sales).
Jessica Wamsley, Get It N Go Express South 1730 S. Morley Street (package liquor in excess of 5% alcohol and Sunday sales).
Joshua D. Lewis, Moberly Moose Lodge, 2050 N. Morley Street (liquor by the drink and Sunday sales).
Muazam Shafiq, 7th Heaven Discount Store, 1100 N. Morley Street (package liquor in excess of 5% alcohol and Sunday sales).
Chris Wertz, VFW Post 2654, 1347 S. Morley Street (liquor by the drink and Sunday sales).

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

Tommy Kitchen, 300 Terrill Road, Moberly, Missouri was present and stated it had been approximately 30 days since he last spoke with the Council and said that there has been no progress in fixing the ditch from washing away, the fence post to be replaced and the flooding from the new construction. Director of Community Development/Public Works, Tom Sanders said the fence post had been ordered and as soon as it arrives, he will let him know; and some of his complaints are County related. Mr. Kitchen said the County will not do anything. Mayor Jeffrey said staff will check into the issues.

Chris Reynolds, 1014 South 4th Street, Moberly, Missouri was present and said he has water damage to his basement, water heater, tools, and unreplaceable items stored in the basement; said insurance (Brentwood Services Administrators, Inc., Liability Claim Representative), stated no payment, due to unusual weather event. Director of Finance, Greg Hodge said he would check into it.

Linda Foster, 1008 S. 4th Street, Moberly, Missouri was present and stated she had water damage to her basement. She had an inspection statement from Magic City Plumbing which said the water could not drain because the main was full. She had a letter from Shawn Haley, Liability Claim Representative, Brentwood Services Administrators, Inc. that stated the investigation into her claim had determined an extraordinary rain event to be the cause of the sewer backup. She also stated she turned the claim into her homeowner's insurance, and they would not pay for the damages.

Richard Fray, 1018 S. 4th Street and said he had damages to sewer back up also.

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

A motion was made by Davis and seconded by Kyser to adjourn to a work session followed by a closed session to discuss the status of pending litigation, personnel and pending contracts (MO Statutes 610.021,1,3,12). Roll call vote: Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker.

A work session was held followed by a closed session.

Mayor Jeffrey reopened the meeting.

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

Work Session

The following was discussed at the work session:

A Resolution approving Social Media Training from Mark Fiedelholtz, Social Media Attorney.

Change Order #1 for the Fisk Ave. RTP project.

Review of a Change Order #1 for the Rt M Phase 2 Pedestrian Bridge.

An Ordinance Amending Ordinance Number 9587.

An Ordinance Repealing Section 40-715, Subsections (68) And (69) And Replacing Section 40-715 (67) of the Moberly City Code.

Discussion of a draft Source Water Protection Plan for Sugar Creek.

A request from Moberly Chamber of Commerce to hold their annual Junk Junction and to close off the 200, 300, 400, and 500 blocks of W. Reed on September 19, 2020 from 5 a.m. to 7:00 p.m.

Work Session Agenda Item #8 "Consideration of a contract involving the old Junior High building" was tabled to the work session at the next Council meeting.

Review of a Caselle Contract Agreement.

Review of an EDA Grant Design Scopes by Jacobs Engineering Co.

Mayor Jeffrey and Council thanked Parks and Recreation Director, Troy Bock, Board, Staff and all who helped make the 4th of July Celebration, it was a great one.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #2.

Department: Police

Date: July 20, 2020

Agenda Item: A request from Moberly Chamber of Commerce to hold their annual Junk Junction and to close of the 200, 300, 400, and 500 blocks of W. Reed on September 19, 2020 from 5 a.m. to 7:00 p.m.

Summary: The Moberly Area Chamber of Commerce requests permission to close the 200, 300, 400 and 500 blocks of W Reed Street to hold the 2020 Junk Junction Vintage Vendor Market on Saturday September 19, 2020. Street closure requested beginning at 5:00am with the event being held until 7:00pm. Car show is from 9:00am to 5:00pm in the 200 and 300 blocks of W Reed. The intersections will remain open to vehicle traffic to allow emergency services and vendors improved access to the closed areas. The Chamber of Commerce requests parking be prohibited for the 200, 300, 400, and 500 blocks of W Reed from 5:00am to 7:00 pm and ordinance 6-5 Public Consumption be lifted for the 200, 300, 400, and 500 blocks for the sidewalks and street during Junk Junctions for event participants using designated glassware(cups) and identifying wristbands.

Recommended

Action: Approve this request

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

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 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



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

To: City of Moberly
RE: Junk Junktion Vintage Vendor Market – Saturday, September 19, 2020

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

1. Permission to hold Junk Junktion Vintage Vendor Market on the 200, 300, 400 & 500 blocks of Reed Street on Saturday, September 19, 2020.
2. Permission to close 200, 300, 400 & 500 blocks of Reed Street from 5:00am to 7:00 pm to hold Junk Junktion Vintage Market.
3. Permission to prohibit parking in the 200, 300, 400 & 500 blocks of Reed Street from 5:00am to 7:00 pm.
4. Permission to hold Junk Junktion Vintage Car Show in the 200 & 300 blocks of Reed Street on Saturday, September 19, 2020 from 9:00am to 5:00 pm.
5. Enforcement of the open alcohol container and public consumption ordinances to be lifted in the 200, 300, 400 & 500 blocks of Reed Street (in the street and on the sidewalks) during Junk Junktion Vintage Vendor Market for event participants using designated glassware and identifying wristbands.

This event was established in 2018 as a way to enhance MHS Homecoming weekend. In addition to giving out of town Homecoming attendees an activity it also increases foot traffic to our downtown businesses. In 2019 zip codes from 37 counties and five states were recorded with an estimate of 1,000 to 1,500 people attending.

Vendors will again set up in the street to sell their items in the 300, 400 and 500 blocks. We will space vendors further apart than we have in years past to help provide plenty of social distancing space between booths. New this year, a vintage car show will be held in the 200 and 300 blocks of Reed. Downtown merchants will each be notified of the event and the road closure and they will be encouraged to bring items outside on the sidewalks or have a free booth in the street to enhance their sales. This event was very well received by Downtown merchants in 2018 and 2019 and the majority had a substantial increase in sales.

In 2019 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. This worked exceptionally well last year having zero (0) reported incidents according to the Moberly Police Department. Attendees will again be able to purchase alcoholic beverages from licensed alcohol vendors and participating restaurants in the 200, 300, 400 and 500 blocks and “sip and shop” during the event in the street and on the sidewalks.

The alcohol vendors will card participants and provide a designated armband to those approved to drink alcohol during the event. We will carry liability insurance for this event. The alcohol vendors will provide 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@moberly.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,

A handwritten signature in black ink that reads "Megan Schmitt".

Megan Schmitt
Executive Director – Moberly Area Chamber of Commerce

Junk Junktion Vintage Market—September 19, 2020
Requested Street Closures

W Coates St

Central Bank of Moberly \$

N 3rd St

Championship Sports

Street Closure

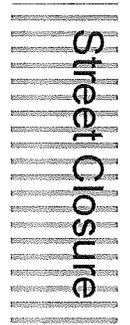
Street Closure

Street Closure

Street Closure

Moberly

Johnson St



Shady Tuesday's Bar & Grill

N 5th St

N 4th St

The Brick

N Williams St

N Clark St

W Rollins St

W Rollins St

W Rollins St

Elizabeth

18th St

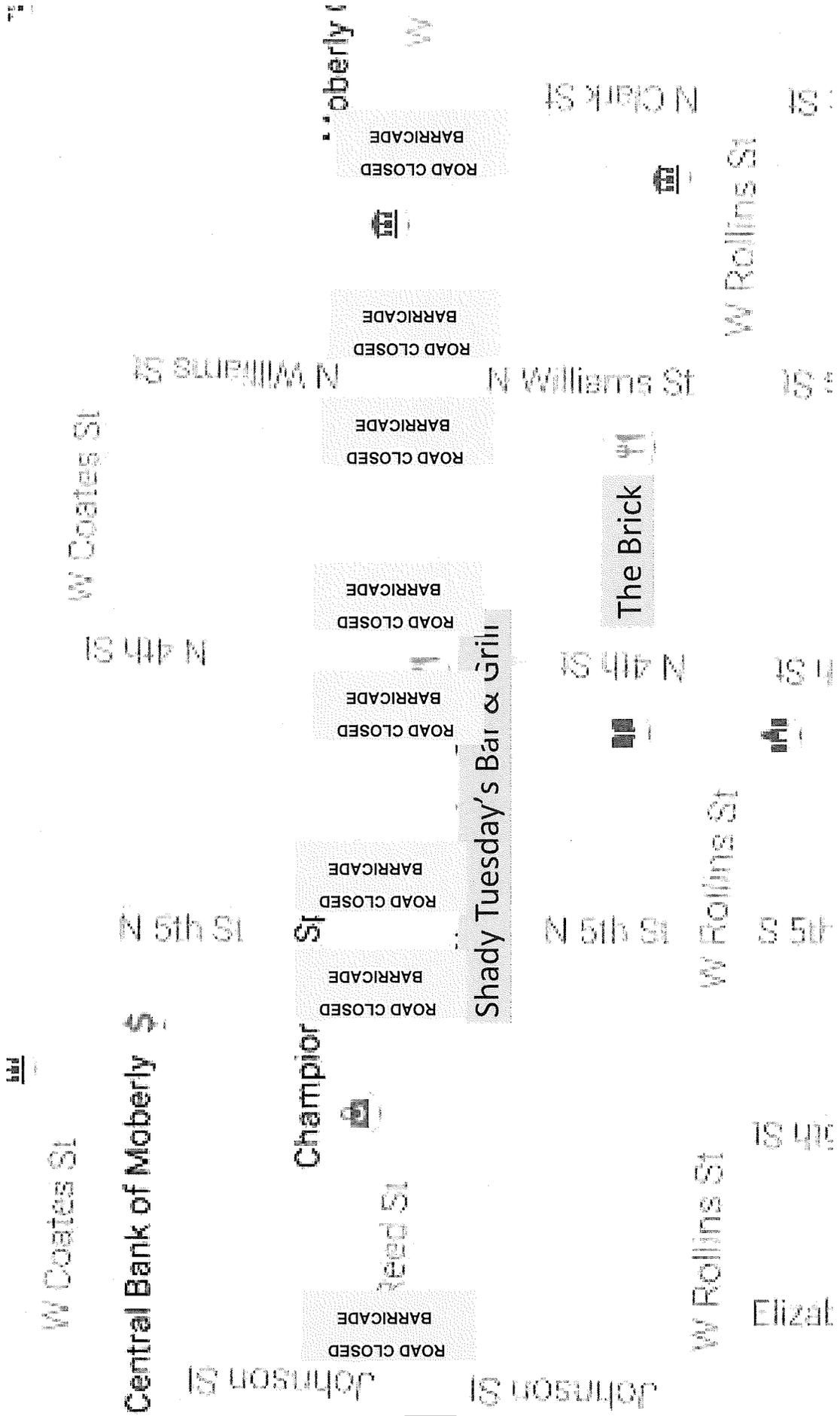
S 5th St

h St

St

St

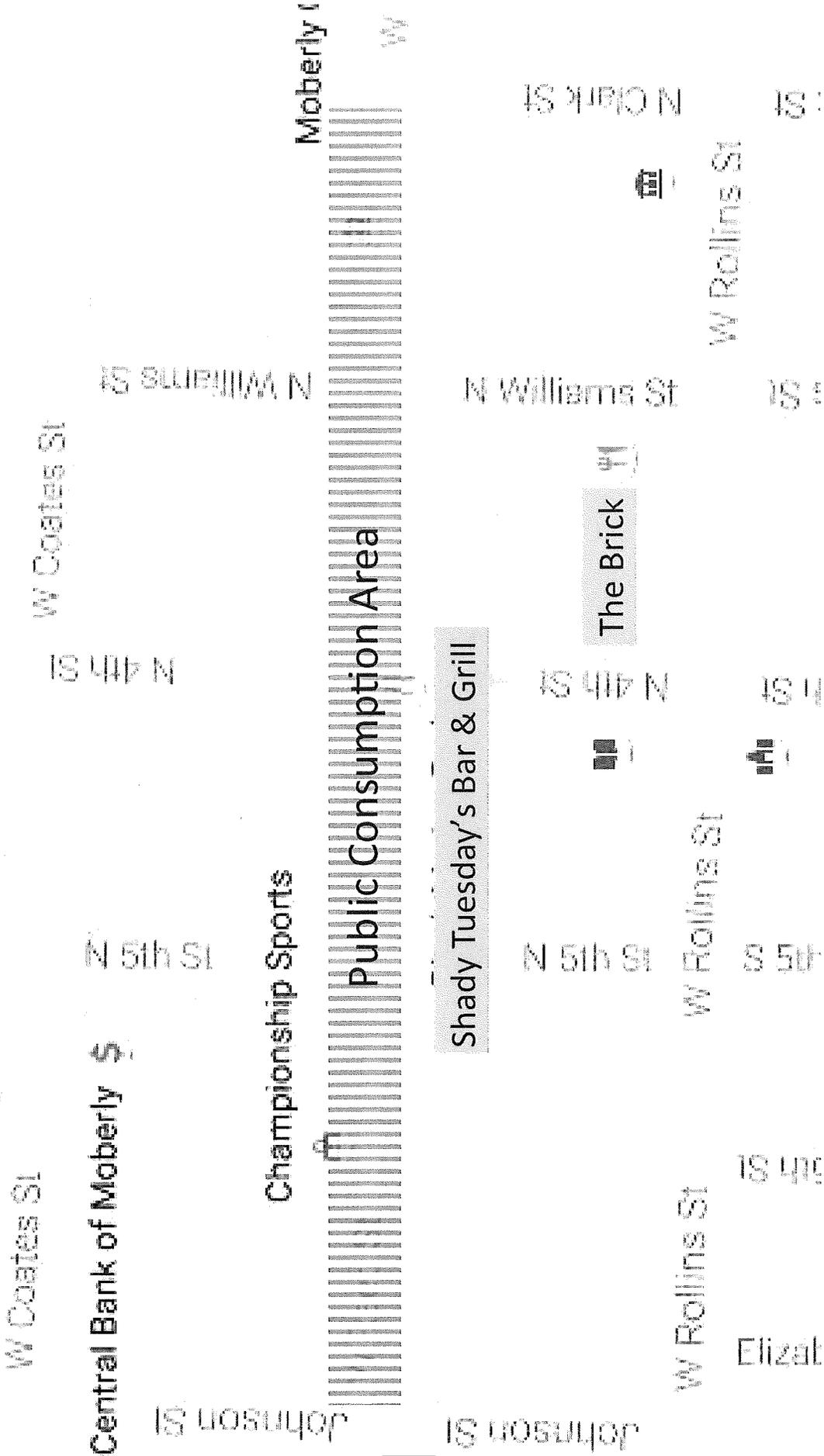
Junk Junction Vintage Market—September 19, 2020
 Requested Street Closures



Junk Junktion Vintage Market—September 19, 2020

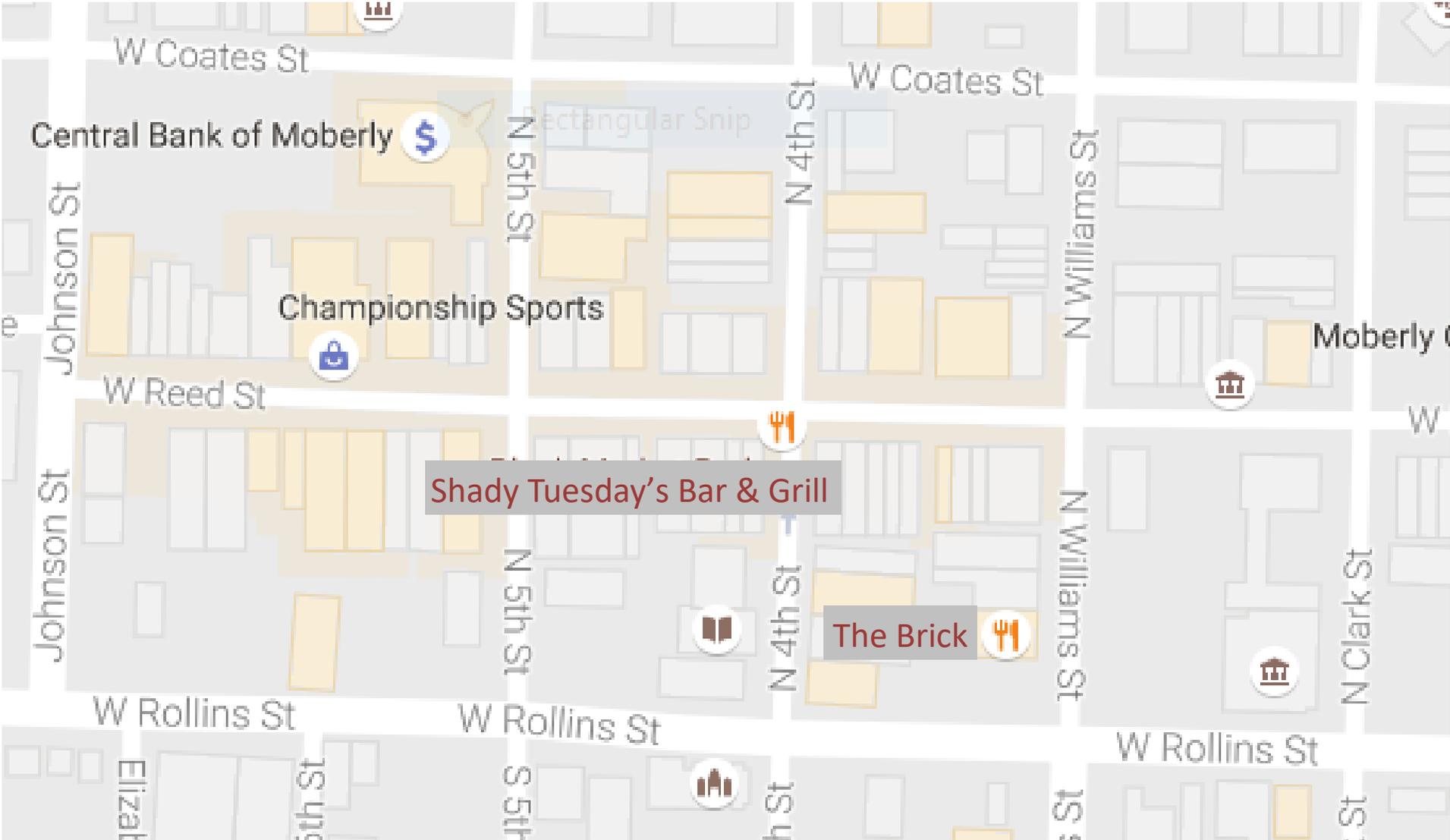
Requested Street Closures

11



Junk Junktion Vintage Market—September 19, 2020

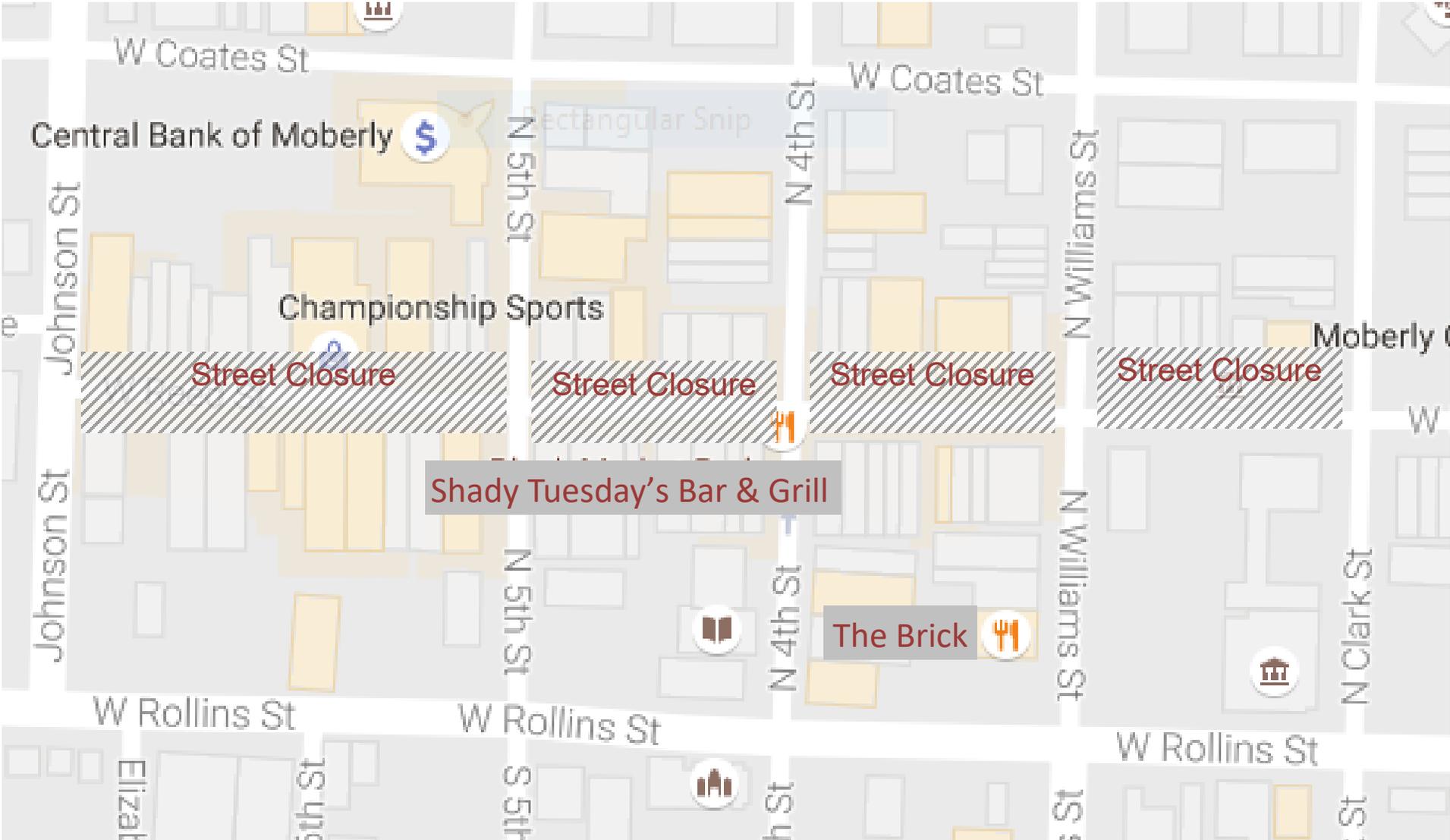
Requested Street Closures



Reed Street—From Intersection of Johnson Street to the Intersection of Williams Street

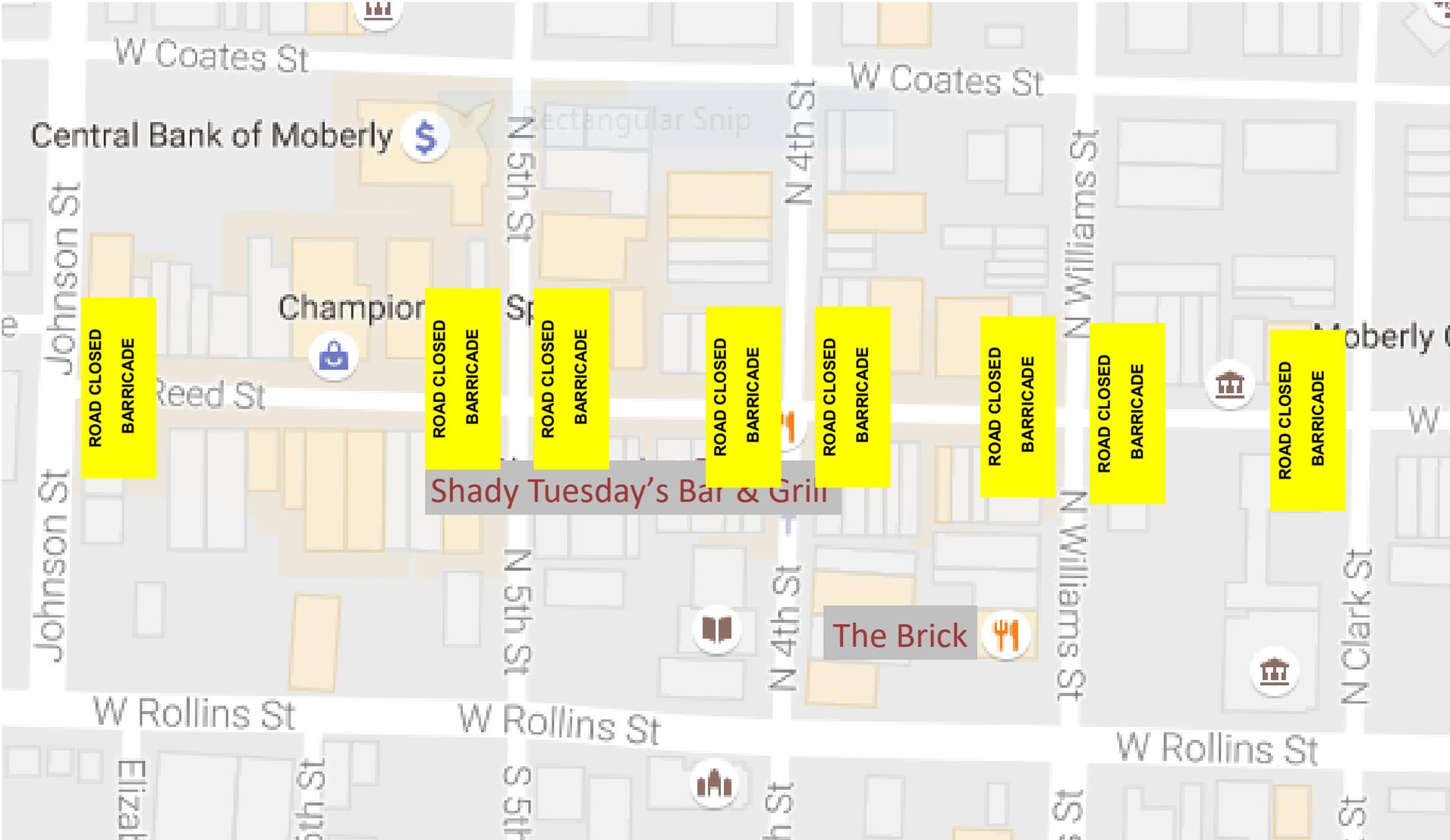
Junk Junktion Vintage Market—September 19, 2020

Requested Street Closures



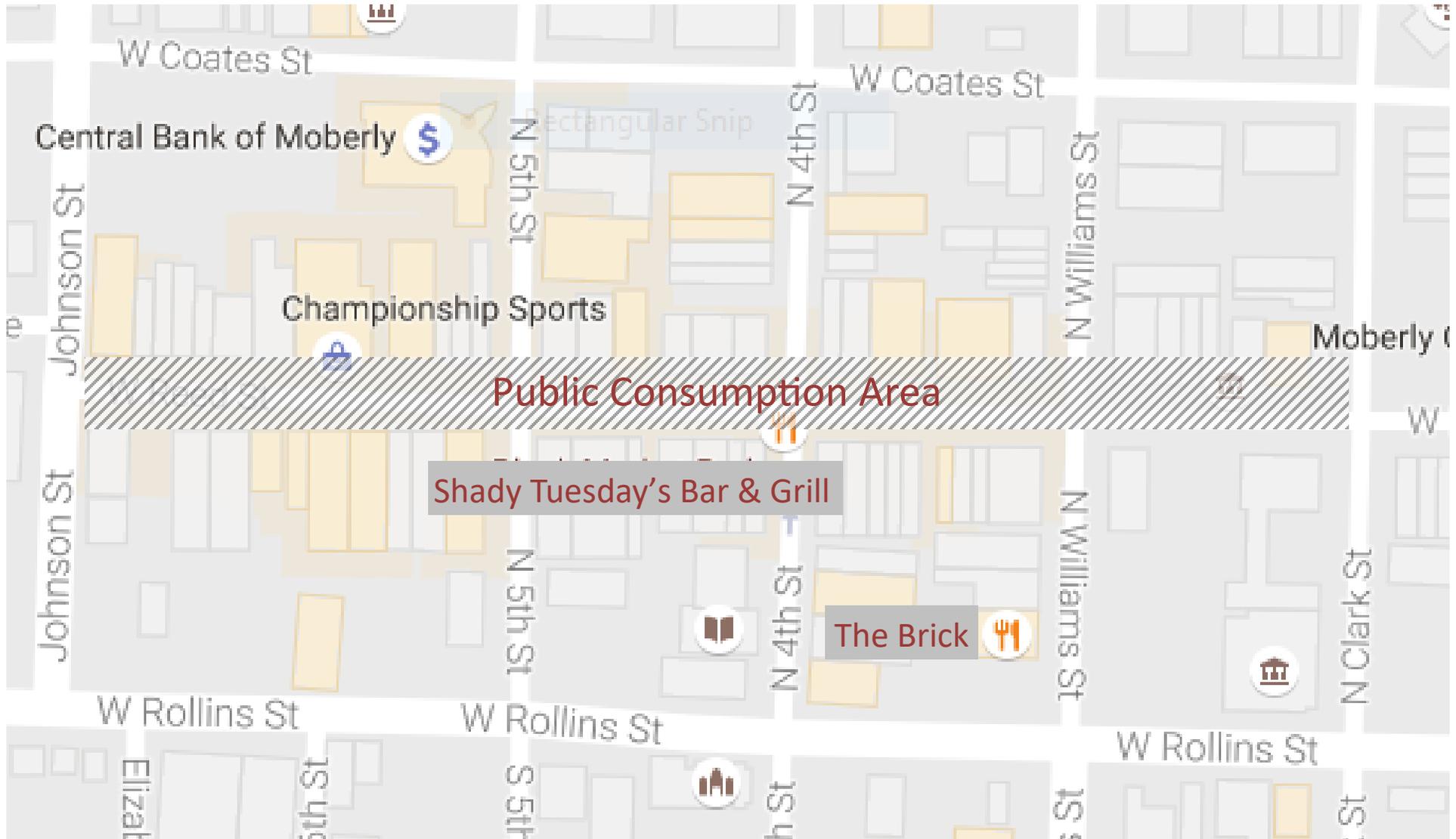
Junk Junktion Vintage Market—September 19, 2020

Requested Street Closures



Junk Junktion Vintage Market—September 19, 2020

Requested Street Closures



City of Moberly City Council Agenda Summary

Agenda Number: #3.
 Department: Police
 Date: July 20, 2020

Agenda Item: Request for no parking for 300 block of Collins Ave

Summary:

Residents of 310 and 317 Collins Ave have submitted a letter requesting change to the parking ordinance for the 300 block of Collins Ave. Parking is currently allowed on both sides of the street. Vehicles parking across from driveways and the street being narrow are cited as the reasons for wanting no parking on both sides of the street. A check of department records shows no parking complaints have been received since August of 2018 for the 300 block of Collins Ave. Recommend the residents call in parking complaints when they occurs as a first step to remedy the parking issues they are experiencing instead of changing the parking regulations.

Recommended Action: Do not approve

Fund Name:

Account Number:

Available Budget \$:

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 type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

July 06 2020

To Moberly city Council

Russell and Martha Birge at 310 Collins ave and Michael A Bush at 317 Collins ave request that no parking on street in the 300th block Collins ave do to narrow street and cars being parked across from drive ways. we give permisson to put signs on our property.

Russell D. Birge Martha L. Birge

Michael A . Bush

Thank you

Russell D. Birge

Martha L. Birge

Michael Bush

City of Moberly City Council Agenda Summary

Agenda Number: _____ #4.

Department: Public Works

Date: July 20, 2020

Agenda Item: An Ordinance Repealing Section 40-715, Subsections (68) And (69) And Replacing Section 40-715 (67) Of The Moberly City Code.

Summary: This proposed amendment cleans up the no parking ordinances for Gratz-Brown which were previously in conflict with each other and still referenced KWIX road. The only effective change made is that the no parking on the West side of Gratz-Brown between McKinsey and Logan was extended from Logan on North to Rollins. The school buses were having difficulty weaving through parked vehicles on both sides of the street.

Staff recommends approval of this.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE REPEALING SECTION 40-715, SUBSECTIONS (68) AND (69) AND REPLACING SECTION 40-715 (67) OF THE MOBERLY CITY CODE.

WHEREAS, Section 40-715 of the Moberly City Code pertains to parking prohibitions on certain streets; and

WHEREAS, subsections (67), (68) and (69) of 40-715 all provide for parking restrictions on Gratz Brown Street all of which may be replaced with one subsection; and

WHEREAS, city staff proposes that parking be prohibited on Gratz Brown Street except the west side from Shepherd Brother’s Boulevard to a point 1.100 feet south of Shepherd Brother’s Boulevard and the east side from Rollins Street to McKinsey Street.

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

SECTION ONE: Subsections (68) and (69) of Section 40-715 Moberly City Code are hereby repealed and shall be reserved for future use.

SECTION TWO: Subsection (67) of Section 40-715 of the Moberly City Code is hereby repealed and replaced with the following:

- (67) Gratz Brown Street, both sides, except:
 - a. west side from Shepherd Brother’s Boulevard to a point 1,100 feet south of Shepherd Brother’s Boulevard; and
 - b. east side from Rollins Street to McKinsey Street.

SECTION THREE: This ordinance shall be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this _____ day of _____, 2020.

Presiding Officer at Meeting

ATTEST:

City Clerk



67, no parking from McKinsey to East Urbandale (Eliminate)



68, no parking KWIX to Route M, except for 1,100 ft by school



69, has no parking on West side from Logan to McKinsey, need to extend it to Rollins (dashed yellow line)

City of Moberly City Council Agenda Summary

Agenda Number: _____ #5.

Department: Public Works

Date: July 20, 2020

Agenda Item: An Ordinance Amending Ordinance Number 9587.

Summary: When we previously revised Pig n Bun and KWIX to Shepherd Brothers Blvd, we did not include the section of KWIX road that extends across Gratz Brown to the YMCA. That facility is addressed on KWIX currently. This ordinance would include that section of road as Shepherd Brothers Blvd. The YMCA is aware of this and was requesting their address change.

Staff recommends approval of this.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 9587.

WHEREAS, on January 21, 2020 this council, by Resolution, declared a change of name was necessary for KWIX Road from Gratz-Brown to S. Morley and Pig-N-Bun Road from S. Morley to S. Williams to Shepherd Brothers Boulevard; and

WHEREAS, said Resolution was published at least one week in the Moberly Monitor-Index; and

WHEREAS, during the four-week period following publication of said Resolution no resident property owner along the line of such streets filed written protest against such proposed change of name; and

WHEREAS, on March 16, 2020, this council adopted Ordinance No. 9587 changing the names of KWIX Road from S. Morley Street to Gratz Brown Street and Pig-N- Bun Road from S. Morley Street to S. Williams Street to Shepherd Brothers Boulevard; and

WHEREAS, the name change should have provided that the names of KWIX Road from S. Morley Street south to the south end of KWIX Road and Pig-N-Bun Road from S. Morley Street to S. Williams Street be changed to Shepherd Brothers Boulevard.

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

SECTION ONE: Pursuant to Article II of Chapter 36, Section 40 of the Moberly City Code the names of KWIX Road from S. Morley Street south to the south end of KWIX Road and Pig-N-Bun Road from S. Morley to S. Williams are changed to Shepherd Brothers Boulevard.

SECTION TWO: The City Clerk is hereby directed to file with the county recorder of deeds a certified copy of this Ordinance.

SECTION THREE: This ordinance shall take immediate effect upon passage by the city council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this

____ day of _____, 2020.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of Moberly City Council Agenda Summary

Agenda Number: _____ #6.
 Department: Public Works
 Date: July 20, 2020

Agenda Item: An Ordinance Accepting Changer Order No. 1 In The Amount Of \$3,528.00 To The Fisk Avenue Trail Improvement Project.

Summary: Please find attached the change order with an increase of \$3,528.00.

The contract price prior to this change order was \$190,017.34. The new price is \$193,545.34

Staff recommends approval of this.

Recommended

Action: Approve this ordinance.

Fund Name: Transportation Trust

Account Number: 600.178.5409

Available Budget \$: -43,027.57

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			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other			
		Passed	Failed	

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING CHANGER ORDER NO. 1 IN THE AMOUNT OF \$3,528.00 TO THE FISK AVENUE TRAIL IMPROVEMENT PROJECT.

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

SECTION ONE: This council authorized the Fisk Avenue Trail Improvement project by Ordinance No. 9575.

SECTION TWO: The contractor, JT Holman Construction, LLC, reports that Line Item No. 8 was increased by \$3,528.00 for a 6” thick driveway repair as the cause for Change Order No. 1.

SECTION THREE: The Moberly City Council hereby accepts Change Order #1 and authorizes the City Manager to execute the Change Order on behalf of the City and to pay the increased amount.

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 20th day of July, 2020.

ATTEST:

Presiding Officer at Meeting

City Clerk

Date of Issuance: June 15, 2020
 Owner: City of Moberly
 Contractor: JT Holman Construction, LLC.
 Engineer: McClure Engineering Company
 Project: Fisk Avenue Trail Improvements

Effective Date: June 15, 2020
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: 180021-050
 Contract Name: Fisk Ave. Trail Improvements

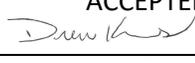
The Contract is modified as follows upon execution of this Change Order: Description: While constructing the trail at the intersection of the entrance to MACC and Fisk Avenue, it was discovered the entrance concrete is in poor condition and needing replaced to better accommodate the trail crossing. The following item will be overrun in the amount shown below. Also see attached Line Item Quantity Summary as well.

Line Item Number 8 "6" thick Concrete Driveway Repair on compacted Type 1 base rock" Total additional cost = 49 SY x \$72 = \$3,528.00

Additionally, days are being added for unsuitable weather through the winter and scheduling conflicts.

Attachments: Line Item Quantity Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>190,017.34</u>	Original Contract Times: Substantial Completion: <u>December 6, 2019</u> Ready for Final Payment: <u>December 21, 2019</u> days or dates
Increase from previously approved Change Orders No. ___ to No. ___: \$ <u>0</u>	[Increase] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price prior to this Change Order: \$ <u>190,017.34</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 6, 2019</u> Ready for Final Payment: <u>December 21, 2019</u> days or dates
Increase of this Change Order: \$ <u>3,528.00</u>	Increase of this Change Order: Substantial Completion: <u>165 days</u> Ready for Final Payment: <u>179 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>193,545.34</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 19, 2020</u> Ready for Final Payment: <u>June 2, 2020</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: 	<small>Digitally signed by Aaron McVicker, P.E. Date: 2020.06.17 16:01:05-05'00'</small>	By: _____	By: 	By: _____	By: _____
Engineer - McClure		Owner - City of Moberly		JT Holman Construction, LLC.	
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>	Title: _____
Date: <u>2020-06-15</u>	Date: _____	Date: _____	Date: <u>6/16/2020</u>	Date: _____	Date: _____

City of Moberly City Council Agenda Summary

Agenda Number: #7.

Department: Public Works

Date: July 20, 2020

Agenda Item: An Ordinance Accepting Changer Order No. 1 In The Amount Of \$39,884.80 To The Route M Phase 2 Pedestrian Bridge.

Summary: Please find attached the change order with an increase of 13% of the total cost (\$39,884.80).

Also attached is a copy of the letter from Bartlett and West explaining the change order. **A new copy of the change order will be attached Monday.**

Staff recommends approval of this.

Recommended

Action: Approve this ordinance.

Fund Name: Transportation Trust

Account Number: 600.168.5409

Available Budget \$: 19,657.88

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			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M___ S___ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other_			
		Passed	Failed	

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING CHANGER ORDER NO. 1 IN THE AMOUNT OF \$39,884.80 TO THE ROUTE M PHASE 2 PEDESTRIAN BRIDGE.

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

SECTION ONE: As part of Federal Project No.: TAP-4500(209) known locally as the Route M, Phase 2 Construction Project, city staff sought bids for construction of pedestrian bridge abutments, concrete paving, grading, seeding and erosion control and said project was authorized by Ordinance No. 9565.

SECTION TWO: Quantities for bridge abutment were modified based on the final design in the following amounts: Concrete sidewalk, \$2,650.00; Pedestrian Bridge Abutment Concrete, \$11,200; Pedestrian Bridge Abutment Steel, \$7,834.80; Aggregate backfill, \$30,200 and Pedestrian Bridge Abutment Aggregate base, -\$12,000 for a total amount of \$39,884.80.

SECTION THREE: The Moberly City Council hereby accepts Change Order #1 and authorizes the City Manager to execute the Change Order on behalf of the City and to pay the increased amount.

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 20th day of July, 2020.

ATTEST:

Presiding Officer at Meeting

City Clerk

CHANGE ORDER

Sheet No. 1 of 1

Change Order No. 1
 County Randolph
 Route M
 Project TAP-4500(209)
 Job No. TAP-4500(209)

To Rhad A Baker Construction Contractor
 You are hereby directed to make the following changes from the contract.



1. Description and Reason for Change (Attach Supplemental Sheets if Required)

The quantities for the bridge abutment were modified based on the final design provided in the procurement phase of this project by the bridge supplier. No aggregate base was specified so the quantity will be set to 0 CY. The abutment concrete (CY), abutment steel (LB) and abutment aggregate backfill (CY) are changed based on the final approved shop drawing to the quantities noted below.

2. Estimate of Cost of work Affected by this Change Order.

(A) Unit	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
SY	608-60.04	Concrete Sidewalk, 4 in.	19.0	29.0	10.0	\$265.00	\$2,650.00	\$
CY	703-99.01	Pedestrian Bridge Abutment Concrete	12.0	28.0	16.0	\$700.00	\$11,200.00	\$
LB	703-99.02	Pedestrian Bridge Abutment Reinforcing Steel	1500.0	3,458.7	1,958.7	\$4.00	\$7,834.80	
CY	703-99.03	Pedestrian Bridge Abutment Aggregate Base	4.0	0.0	-4.0	\$3,000.00		\$12,000.00
CY	703-99.04	Aggregate Backfill	2.0	32.2	30.2	\$1,000.00	\$30,200.00	
						TOTALS	\$51,884.80	\$12,000.00

3. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		\$91,535.00	The Terms of Settlement outlined above are hereby agreed to. by : <u>[Signature]</u> <u>7/17/20</u> Date
2. OVERRUN THIS ORDER	\$39,884.80		
3. OVERRUN PREVIOUS	\$0.00		
4. TOTAL OVERRUN TO DATE		\$39,884.80	
5. TOTAL		\$131,419.80	

[Signature]
 SUBMITTED ENGINEER

7/17/2020
 DATE

APPROVAL RECOMMENDED LOCAL AGENCY

DATE

APPROVAL RECOMMENDED MODOT

DATE

APPROVED MODOT CONSTRUCTION

DATE



1719 Southridge Drive, Suite 100
Jefferson City, MO 65109
ph (573) 634-3181
www.bartwest.com

6-22-20

Tom Sanders
City of Moberly
101 W Reed St.
Moberly, MO 65270

Re: Route M Change Order

Dear Tom,

Please find attached a final change order for the Route M sidewalk project. This change reflects additional material used in the construction of the pedestrian bridge abutments including concrete, reinforcing steel and aggregate backfill.

Our estimated bid quantities were based on our past experience with similar projects, however those were exceeded by the design requirements of the bridge manufacturer. The manufacturer designed the abutments on the load requirements of their pre-manufactured bridge. The overage in the change order reflects the difference between our estimate and the manufacturer's design.

The amount of the change order is 13% of the total cost of construction for the project. This falls within the threshold we strive to keep within for a project, but recognize this is something no one likes to see. We have a long relationship with the City, and consider ourselves trusted partners, therefore we would like to help. We propose to assist the City in the preparation of its next transportation grant (similar to the scope of services provided on previous TAP applications) at minimal, or no cost.

Thank you for allowing us to work on this and other projects for the City. Don't hesitate to contact us if you have any questions.

Regards,

Steve Schultz, PE



City of Moberly City Council Agenda Summary

Agenda Number: _____ #8.

Department: Administration

Date: July 20, 2020

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

Summary: Jared Van Cleve will construct a 25’x10’ mural on the west (Johnson) side of Dr. Dan Boardsen’s optometry building. This work will begin immediately upon approval of the council. The mural will depict a “Greetings from Moberly” style postcard. This location was chosen for the postcard style mural due to its proximity to the US Post office. The cost of the mural is \$8500 and has been approved by the CID.

Recommended

Action: Approve this ordinance

Fund Name: N/A

Account Number: N/A

Available Budget \$: \$0

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"/>	<input type="checkbox"/>
<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"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO. _____

ORDINANCE NO: _____

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

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

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

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

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

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

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

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

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

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

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

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

Presiding Officer at Meeting

ATTEST:

Diane Kay Galloway, CMC/MRCC, City Clerk

EXHIBIT A
INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2020, by and between the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”) and THE CITY OF MOBERLY, a city of the third class and Missouri municipal corporation having a principal office at 101 West Reed Street – City Hall, Moberly, Missouri 65270 (the “**City**”).

RECITALS

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

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

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

D. The City has obtained various licenses (collectively, the “**Mural Licenses**”) to allow the placement at the City’s expense of one or more decorative murals promoting the history, culture, tourism, and economics of the City’s downtown area (collectively, the “**Murals**”) and wishes to obtain funding to support the installation of the aforesaid Murals and the Board of Directors of the District (the “**Board of Directors**”) is willing to contribute funds to the City to support the installation of the Murals, subject to the terms and conditions of and as further set forth in this Agreement.

AGREEMENT

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

- 1. Confirmation of Findings and Determinations.** The Board of Directors hereby

confirms its finding and determination that the installation of the Murals at the locations provided for in the Mural Licenses are in furtherance of the goals and objectives of the Revitalization Program set forth in the Petition and that the expenditures by the District provided for in this Agreement are within the scope of the District’s powers pursuant to the CID Act and are for a public purpose.

2. Undertakings by the District; Indemnification by City. Upon receiving a written notice from the City that the City has entered into binding agreements for or incurred costs related to the installation of one or more Murals (collectively, the “City’s Mural Costs”) at locations specified in the Mural Licenses, the District shall pay to the City from then lawfully available funds within Thirty (30) days of receipt of such notice an amount not to exceed Eight Thousand Five Hundred Dollars and no cents (\$8,500.00), which amount shall be used by the City solely to pay and satisfy the City’s Mural Costs or to reimburse the City for prior expenditures for the City’s Mural Costs. In the event such payments occur in any subsequent year, the payments for City’s Mural Costs shall be subject to annual appropriation by the Board of Directors for the applicable year. To the full extent lawful, the City hereby agrees to indemnify, defend and hold harmless the District, its officials, officers, agents, attorneys, employees or representatives from and against any claim, action, proceeding, demand or award initiated at any time by or on behalf of any party other than a named Party to this Agreement and directed to the District or any of its officials, officers, agents, attorneys, employees or representatives and arising out of this Agreement, the expenditure of funds authorized hereunder, the Mural Licenses or any of them, the installation, maintenance or removal of the Murals or any of them, failure or deficiency of any payment to contractors or subcontractors of the City, personal injury or property damage related to the installation, maintenance or removal of any Mural, or any actions taken or omitted by an agent or employee of or contractor or subcontractor to the City involved in any way in connection with the installation, maintenance or removal of the Murals or any of them.

3. Undertakings by the City; Reviews of Mural Design; Acknowledgement of the District a Pre-condition. The City in the City’s own name shall contract with such private contractors and service providers as may be required to install the Murals but only at locations specified in the Mural Licenses; *provided that* in each case prior to any such installation the City shall submit a sketch depicting the entire mural in color for review and approval of the design and content, which approvals shall not be unreasonably withheld or delayed; and *provided further* that any such approvals shall be further subject to the approval as to appropriate content by the named “licensor” in any Mural License. Any such Mural finally approved and installed shall visibly acknowledge either at the Mural Site or within the content of the Mural the financial support of the District which acknowledgement shall be a pre-condition for any obligation to make payments pursuant to this Agreement. The City shall be solely responsible for the timeliness and quality of the Mural installations. The City shall promptly pay when and as due all such costs incurred or contracted for in connection with the aforesaid installations and shall further comply at the City’s sole cost and expense with any and all conditions imposed on the City by any Mural License including, without limitation, the obligation to maintain and repair the Murals and, at expiration of any Mural License, to restore the wall on which such Mural was installed to its original condition.

4. Mutual Cooperation. Each party to this Agreement hereby further agrees and

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

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

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

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

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

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

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

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

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

9. **No Third Party Beneficiaries.** This Agreement is not intended to create or result

in any third party beneficiary and shall not create any rights enforceable by any third party.

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

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

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

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

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

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

executed by the party against whom enforcement is sought.

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

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By : _____
Brian Crane, Chair

ATTEST:

By: _____
Secretary

THE CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

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

INTERGOVERNMENTAL COOPERATION AGREEMENT

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1. Confirmation of Findings and Determinations. The Board of Directors hereby confirms its finding and determination that the installation of the Murals at the locations provided for in the Mural Licenses are in furtherance of the goals and objectives of the Revitalization Program set forth in the Petition and that the expenditures by the District provided for in this

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

2. **Undertakings by the District; Indemnification by City.** Upon receiving a written notice from the City that the City has entered into binding agreements for or incurred costs related to the installation of one or more Murals (collectively, the “City’s Mural Costs”) at locations specified in the Mural Licenses, the District shall pay to the City from then lawfully available funds within Thirty (30) days of receipt of such notice an amount not to exceed Eight Thousand Five Hundred Dollars and no cents (\$8,500.00), which amount shall be used by the City solely to pay and satisfy the City’s Mural Costs or to reimburse the City for prior expenditures for the City’s Mural Costs. In the event such payments occur in any subsequent year, the payments for City’s Mural Costs shall be subject to annual appropriation by the Board of Directors for the applicable year. To the full extent lawful, the City hereby agrees to indemnify, defend and hold harmless the District, its officials, officers, agents, attorneys, employees or representatives from and against any claim, action, proceeding, demand or award initiated at any time by or on behalf of any party other than a named Party to this Agreement and directed to the District or any of its officials, officers, agents, attorneys, employees or representatives and arising out of this Agreement, the expenditure of funds authorized hereunder, the Mural Licenses or any of them, the installation, maintenance or removal of the Murals or any of them, failure or deficiency of any payment to contractors or subcontractors of the City, personal injury or property damage related to the installation, maintenance or removal of any Mural, or any actions taken or omitted by an agent or employee of or contractor or subcontractor to the City involved in any way in connection with the installation, maintenance or removal of the Murals or any of them.

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4. **Mutual Cooperation.** Each party to this Agreement hereby further agrees and covenants: (i) to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; (ii) to promptly make and deliver such timely decisions as may be required to permit the other party to perform its obligations under this Agreement; (iii) to take such actions and execute

and deliver such further documents and instruments as may be reasonably necessary to facilitate the undertakings authorized by this Agreement and which do not impair the rights of the acting or signing party as they exist under this Agreement; and (iv) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT

By : Brian Crane
Brian Crane, Chair

ATTEST:

By: D. K. Galloway
Secretary

THE CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

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

City of Moberly City Council Agenda Summary

Agenda Number: #9.

Department: City Hall

Date: July 20, 2020

Agenda Item: A Resolution approving Social Media Training from Mark Fiedelholz, Social Media Attorney.

Summary:

Training of employees on how to properly use social media and limit exposure to civil liability personally and professionally is urgently needed. Social Media Attorney, Mark Fiedelholz has created an on-line training course titled How to Avoid Social Media Lawsuits and updates our current social media policies so the policy complies with new federal standards and gives all employees 24/7 access on any device. Cost is 3,900.00 dollars for approximately 129 employees.

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 type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING SOCIAL MEDIA TRAINING FROM MARK FIEDELHOLTZ.

WHEREAS, city employees use social media while at work and off work with potential adverse consequences to the city; and

WHEREAS, Mark Fiedelholz is a “social media attorney” who offers an on-line course entitled “How to Avoid Social Media Lawsuits”; and

WHEREAS, in an effort to follow all applicable federal and state laws and regulations pertaining to the use of social media platforms by public employees the city may offer training at a cost of \$3,900.00.

NOW, THEREFORE, it is hereby **RESOLVED** by the Moberly City Council that all city employees participate in the on-line course for social media training.

RESOLVED this 20th day of July, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk



City Of Moberly Social Media Liability Program Proposal

Goal: There are three primary goals in delivering this specialized social media liability program:

- 1) Comply with the new U.S. Supreme Court and federal rulings regarding Social Media Policy and Training Standards. See *Liverman v. City of Petersburg* 844 F.3d 400 (2016)
- 2) Mitigate growing professional and personal social media liability exposure to employees (i.e. defamation, harassment, discrimination, invasion of privacy, intentional infliction of emotional distress, copyright infringement)
- 3) The online course acts as direct evidence that you delivered specialized social media liability training to your employees. This proof acts to weaken claims that you showed “deliberate indifference” to training where the need was obvious. See *42 U.S. 1983 Training Standards, City of Canton, Ohio v. Harris* 489 U.S. 378 (1989), *Monell v. Department of Social Services*, 436 U.S. 658 (1978).

Instructor Credentials

Social Media Attorney Mark Fiedelholz is considered one of the leading national experts and trainers in social media liability. He has trained over 30,000 public sector employees and has been researching and teaching digital media law for thirty years. Here are his specific credentials:

- Member of the Florida Bar
- Juris Doctorate, St. Thomas Law School, Miami, FL
- Masters Public Administration, American University, Washington, D.C.
- Bachelor of Arts, Political Science, American University, Washington D.C.
- 30 years practicing electronic media law
- Trained over 100,000 professionals
- Written 150+ social media policies
- 200 hours a month researching social media
- Featured speaker at national conferences
- Former network television anchor
- Former White House television reporter
- UPI Best Documentary Award
- Principle parts in movies and commercials

HOW TO AVOID SOCIAL MEDIA LIABILITY SPECIALIZED PROGRAMS

(3 Component Parts)

Component #1: Policy Construction

Project

Time Line

Write Social Media Policy	First Draft In Two Weeks
Initial Phone Conference	One Hour
Follow-Up Emails, Phone Conferences	One to Three Months
Completed Social Media Policy	One to Three Months
Discount On Other Policies In The Future	To Be Negotiated

Component #2: Online Social Media Liability Course - Estimated 139 Employees

Project

Time Line

You send us your list of participants	Within 1 week all course invitations are sent out
Employees finish 6 core modules (1 hour each)	One year from to complete course
Legal Updates Included In The Program	One year of access to our podcasts, videos, webinars
Q&A Email Sessions	Participants can send me questions by email
Technical and Content Support	Timely answers to pressing questions
Course Completion	Course completed within one year, I send certificate.

[Detailed Course Outline](#)

* You don't have to send all the participant emails at once. Your social media team or designated person can send the emails ad hoc. We will send the course invitations out within 24 hours and then invoice you out once a month or other time frame determined by both parties.

Component #3: One Year Consultation

Social Media Attorney Fiedelholz will be available for one year from the date of signing the contract to engage in scheduled phone consultations and emails to address any social media legal questions that may arise.

Total Cost: \$3,900 for around 129 people.

Cost Comparison and Perspective

#9.

<p>\$3,900 Expert Social Media Policy and Training Program</p>	<p>VS</p>	<p>\$500,000+  LAWSUIT</p>
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Lawsuit Costs: The average social media related lawsuit (i.e. defamation, harassment, invasion of privacy, copyright infringement) is around \$500,000+. Your program is \$3,900.

Insurance Premium Hikes: It should be noted that many insurance carriers are starting to classify social media mistakes as “intentional acts”, not accidents and denying coverage. Also, following a social media injury claim, your premiums will dramatically increase which could cost the taxpayer more money.

Policy Costs: The policy cost in this type of package for a smaller city is around \$1900. The policy I’m writing for you normally takes approximately 40 hours which includes drafting, phone conferences, emails, and 3 months of follow-up. My normal price is \$225 an hour x 40 = \$9,000. You save \$7,100 dollars.

Online Course Costs: The online course I quoted you comes out to around \$15 per person based on a one-year license to train up to 129 city employees. My normal online course ranges from \$47 to \$97 per person (With this package you save at least \$4,128 dollars based on the low end of what I charge per person which is \$47 per person.)

One Year Consultation: Most specialized in-house attorneys with my 30 years of media law experience would not offer this type of service or would just charge per hour \$225 per hour. Normally, my one-year retainer agreements are around \$50,000 which includes the ability to schedule phone calls and email me during the year. So, the one-year consultation service is a big savings to your department.

Total Program Savings (Excludes Possible Legal Damages You Would Pay Out In A Settlement, Judgement or Insurance Premium Increase): Based on my normal fees you save You save around \$11, 228 from my normal fees. I know of no other media law attorney with my experience that offers this type of comprehensive program for \$3,900.

Helpful Links On Why This Specialized Training Is So Urgent

[Watch This Video On The Need For Specialized Training](#)

[Podcast: 3 Myths That Delay This Urgent Training](#)

[Webinar: Online Course Roadmap](#)

[Webinar: Why My Policy Drafting Program Is So Powerful](#)

[5 Negligent Attitudes To Avoid](#)

[Petersburg Case Take-Aways](#)

[What Triggers Personally Liability](#)

[Model Policy Questions You Are Asked In A Lawsuit](#)

[Frequently Asked Questions About Our Expert Programs](#)

#9.

[Model Policy Questions You Are Asked In A Lawsuit](#)

[Does Your Policy Have These Components](#)

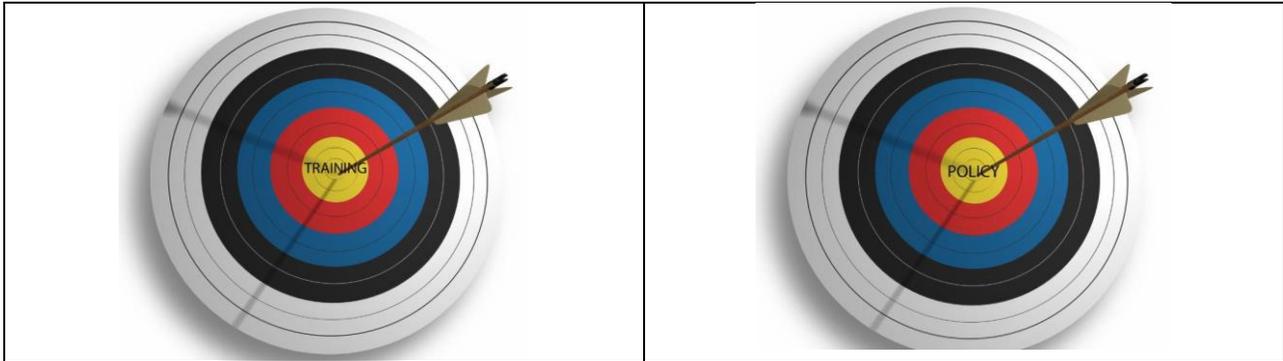
[Why PIOs, PR Are Vulnerable To Unlicensed Practice Of Law Claims](#)

[Read This White Paper Before You Update Your Policy](#)

The Need To Reevaluate Social Media Risk Exposure

#9.

By Social Media Attorney Mark Fiedelholz



Frequently Asked Questions

Question: Why do loss control professionals need to reevaluate their social media risk exposure?

Answer: In the traditional public sector communications structure thirteen years ago (Pre-Facebook and Twitter), only a Public Information Officer, government decision maker, or marketing professional had access to mass media communications. There was no need for mass media law training beyond the top decision makers, communications professionals and marketing staff.

However, in the past thirteen years, technological developments in personal devices combined with an open access business model offered by social media platforms (Facebook, Twitter, Instagram, WhatsApp, Live Streaming) has shifted the power of mass media broadcasting from a few employees to every employee who desired to access social media platforms. This power shift has created a critical need for all employees to receive core social media law training in the areas of defamation, copyright infringement, privacy issues, First Amendment issues, and other mass media liabilities. Without this specialized training, there is heightened risk exposure for employees which translates into big dollar settlements and judgments.

Question: What makes social media risk exposure so different than other risk exposures?

Here are the big differences that make social media risk exposure unique:

- Employers are encouraging employees to use powerful social media mediums that can permanently destroy a person's reputation worldwide. They are encouraging employees to become brand ambassadors or enhance citizen engagement without in-depth social media liability training. Many governments are focusing on social media marketing without having a social media law expert train employee on the hidden liabilities in the social media speech laws. Courts find this oversight negligent conduct and ripe for a 1983 inadequate training lawsuit.

- Every employee has the broadcasting power to destroy a person’s reputation worldwide.
- Attorneys and communication professionals can’t monitor every “real time” post or tweet. This fact reinforces the need for all employees to receive expert social media liability training.
- There are no takebacks, social media comments become a permanent digital footprint on the Internet landscape.
- Under 42 U.S.C, employees making social media mistakes can be sued in their official capacity and individually. As plaintiff attorneys seek more revenue streams in high dollar social media cases, the risk exposure of employees and decision makers being sued personally for social media mistakes and defective policies heighten. Also, plaintiff attorneys may sue employees personally to enhance their trial strategies (i.e. the employee now has personal objectives that may conflict with the employer’s objectives, especially in a deposition or testimony on the stand).
- Most harmful social media messages are powered by strong emotions that act as a primer for defamation, intentional infliction of emotional distress, and other torts.
- Social Media messages are often intentionally targeted at specific classes of people that are federally protected by clearly established laws which diffuse an argument of “Qualified Immunity”. *Qualified immunity applies so long as the official conduct of the individual defendant "does not violate clearly established statutory or constitutional rights of which a reasonable person would have known. Harlow v. Fitzgerald, 457 U.S. 800, 818 (1982), White v. Pauly, 137 S. Ct. 548, 551 (2017), Anderson v. Creighton, 483 U.S. 635, 640 (1987), Pearson v. Callahan, 555 U.S. 223 (2009). Cahoo v SAS Analytics Inc. 912 F.3d 887 (Cir. 2019).*
- Juries are more inclined to find punitive damages in social media cases, because the employee intentionally weaponized a powerful social media platform to harm a person or group in front of millions; also, there is a permanency to the comments. Additionally, in proving a workplace hostile environment case, social media is good evidence because it’s inherently severe and pervasive (you are reaching millions of people and the comments are permanent footprints on the digital landscape).
- The intentionality of most social media messages opens the door for insurance carriers to deny claims (i..e. intentional exception act). Even if the claims are covered, premiums will skyrocket which directly impacts the taxpayer.

Question: How have the courts and Congress weighed in on this paradigm shift.

Dating back to the 1980s and 1990s, there was significant legislation passed to recognize the growing power of mass media platforms. For instance, Congress passed the Computer Fraud and Abuse Act of 1986, Electronic Communications Privacy Act of 1986, and the Health Insurance Portability And Accountability Act of 1996 and other computer hacking and cyberbullying laws.

As for our courts, the U.S. Supreme Court now classifies social media and smartphones as “high liability” legal topics. This new legal standard compels all employers to reassess their present approach to social media employee training and policy development. *See Packingham v. North Carolina 137 S. Ct. 1730 (2017), Riley v. California 134 S. Ct. 2473 (2014), Elonis v. U.S. 135 S. Ct. 2001 (2015), City of Ontario, California v. Quon 130 S. Ct. 2619 (2010), Liverman v. City of Petersburg 844 F.3d 400 (2016), Social Media and Smartphones Are High Risk Platforms.*

Question: Why can’t we have our own attorneys draft a social media policy or just replicate a model policy from a reputable policy service or association?

Simply put, busy in-house attorneys aren’t social media law experts and professional trainers. The United States Supreme Court and federal courts have developed a body of law stating that written policies in the public sector, especially concerning “high liability” areas, must be enforced with specifically targeted employee training. The instructor who is an expert in that area; general warnings will not suffice under 42 U.S.C. 1983. **See Need For More In-Depth Training Is Obvious:** *42 U.S. 1983, Training Standards, City of Canton, Ohio v. Harris 489 U.S. 378 (1989), Monell v. Department of Social Services, 436 U.S. 658 (1978). Training Requirements To Capture An Affirmative Defense For Harassment and Other High Liability Issues:* *Faragher v. City of Boca Raton, 524 U.S. 775 (1998), Burlington Industries Inc. v. Ellerth, 524 U.S. 742(1998). State of Mind For Punitive Damages Kolstad v. American Dental Ass'n, 119 S. Ct. 218 (1999).* Here are some important points on the need for specialized social media law training and policy development:

- Workplace policies, especially on “high liability” topics, must avoid vague language and be customized to reflect the “operational realities” of that organization. *Liverman v. City of Petersburg 844 F.3d 400 (2016), City of Ontario, California v. Quon 130 S. Ct. 2619 (2010)*
- In-house attorneys are placing their trust in boilerplate policies drafted by reputable associations and policy services. Did the in-house attorney perform their due diligence by discovering who wrote the social media policy or did he or she just assume since it was a reputable organization, the policy was credible. This distinction will be amplified in a lawsuit.
- In a lawsuit, in-house attorneys are finding out their model policies have big gaps; this is especially true with reference to the First Amendment policy language.
- The landmark case of *Liverman v. City of Petersburg*, is emblematic of the risk in tasking busy in-house attorneys to become overnight social media law experts and write social media policies. In fact, they aren’t social media law experts. In a desperation to write a social media policy that is legally sound, in-house attorneys unknowingly seek incorrect outside information from reputable conferences and model policies. In the *Liverman* case this is exactly what happened. The in-house attorney wasn’t a social media law expert and formulated her social media policy based on information from a nationally respected association conference and other police agencies. The 4th U.S. Circuit Court of Appeals ruled that the attorney’s policy language was unconstitutionally vague, especially with reference to the “free speech” language in the social media policy. The city admitted municipal liability for placing two police officers on probation based on the defective policy. The city paid out a hefty settlement.

- Judges conclude it's unreasonable to assume a busy in-house attorney has the same skill level to write a social media policy as a 30-year media attorney specializing in social media law.
- In a lawsuit, governments are realizing they had false sense of security trusting model policies just because they come from a reputable organization. These policies don't hold up in court and leave governments vulnerable in a lawsuit to pay out big dollar settlements and judgments.

Question: How do we develop an effective training program?

To compensate for the historical shift from a heavily regulated mass media access paradigm to a wide-open mass media access paradigm, there must be a dramatic shift in your analytical perspective. My specialized social media liability training and policy development is based on the following:

- ✓ To build an effective social media liability training program, you must approach the problem through a different analytical lens. Social Media is about broadcasting and publishing that warrants solid media law solutions, not just traditional employment law verbal warnings.
- ✓ Yes, there is some crossover between media law and employment law(i.e. defamation, harassment, retaliation), but the powerful strategies I have developed are based on educating newly minted broadcasters and publishers on core mass media laws. For instance, in journalism school you would be required to take a few mass media law courses.
- ✓ There must be a clear understanding that social media is no longer exclusively a public relations issue. As stated before, the U.S. Supreme Court and federal courts recognize social media as a high liability legal topic. The credentials of your instructor and course content must reflect this new designation as a specialized area of the law. Also, non-lawyers must be very careful teaching courses that involve social media legal issues; they could be exposed to unlicensed practice of law claims. All social media marketing courses should include an outside social media attorney training employee on the nuances of the new social media speech laws.
- ✓ To defeat 1983 inadequate training claims, the instructor must be a media attorney who specializes in social media law, not just a busy in-house attorney In a 1983 inadequate training lawsuit or tort claim, you must provide documented evidence that your training reflected the proper risk exposure. More specifically, to sustain judicial review your training must reflect the fact that all employees have the social media access and power to permanently destroy a person's reputation worldwide. Verbal warnings given by busy in-house attorneys or non-lawyers or lightly addressing serious liability issues, won't protect the organization in a lawsuit.

Conclusion

Based on 30, 000 seminar attendees and over 800 online course participants, I can say with certainty that public employees nationwide are unaware of even basic social media liability issues. This gap is costing governments millions in settlements and judgements. If this training gap isn't properly address with expert social media training and policy development, both small and large governmental entities will suffer severe financial loses, especially the small governments existing on a shoe-string budget.

The biggest problem is the failure of governments to recognize that courts classify social media as “high liability” topic. Social Media no longer impacts just the communications or marketing professionals, they impact the constitutional rights of every employee in the workplace, and the third parties that receive their messages. Social Media platforms and digital media are being used by most employees to accomplish critical internal or external critical governmental operations. Also, social media, texts, and other digital media greatly impact the dissemination and archiving of public records.

Being an attorney or attending a few seminars doesn’t qualify you as a media law expert. I don’t have the qualifications to write real estate contracts just because I’m an attorney. Like doctors, today’s attorneys are specialists. If governments continue to rely on busy in-house attorneys to update employee social media training and policies, they stand to lose millions of dollars, the public trust, incur personal liability, and careers will be destroyed.

I compare inadequate social media policy and training to driving a NASCAR Race Car. A persona may know how to drive a car, but not a NASCAR Race Car that accelerates from 0 to 60 in 3 seconds. Inevitably the drive will suffer a horrible crash. Applying this analogy to an employee who didn’t receive expert social media liability training, inevitably both the employee’s career and personal finances will suffer a horrible crash.

SUMMARY OF LEGAL CASES

Social Media Policy Federal Standards: Liverman v. City of Petersburg 844 F.3d 400 (2016), Social Media and Smartphones Are High Risk Platforms: Packingham v. North Carolina 137 S. Ct. 1730 (2017), Riley v. California 134 S. Ct. 2473 (2014), Elonis v. U.S. 135 S. Ct. 2001 (2015), **Privacy Issues:** 1st,4th Amendment of the U.S. Constitution, City of Ontario, California v. Quon 130 S. Ct. 2619 (2010), **Unprotected Opinions:** Milkovich v. Lorain Journal Company, 497 U.S. 1 (1990), **Obvious Need For Training Standards:** 42 U.S. 1983, Training Standards, City of Canton, Ohio v. Harris 489 U.S. 378 (1989), Monell v. Department of Social Services, 436 U.S. 658 (1978). **Qualified Immunity:** qualified immunity applies so long as the official conduct of the individual defendant "does not violate clearly established statutory or constitutional rights of which a reasonable person would have known. Harlow v. Fitzgerald, 457 U.S. 800, 818 (1982), White v. Pauly, 137 S. Ct. 548, 551 (2017), Anderson v. Creighton, 483 U.S. 635, 640 (1987), Pearson v. Callahan, 555 U.S. 223 (2009). Cahoo v SAS Analytics Inc. 912 F.3d 887 (Cir. 2019). **Affirmative Defense For Harassment and Other High Liability Issues:** Faragher v. City of Boca Raton, 524 U.S. 775 (1998), Burlington Industries Inc. v. Ellerth, 524 U.S. 742(1998). State of Mind For Punitive Damages Kolstad v. American Dental Ass'n, 119 S. Ct. 218 (1999).

City of Moberly City Council Agenda Summary

Agenda Number: #10.

Department: Public Utilities

Date: July 20, 2020

Agenda Item: A Resolution Approving Contract Documents With Caselle To Provide Utility Billing And Management, Finance, Licensing And Permitting Software.

Summary: City staff have been evaluating software products for use for all City Departments for use in Utilities Billing and Management, Finance, Licensing, Permitting, and other modules. After much research and review, the Staff's recommendation is to move forward with Caselle. A presentation about the software was provided at a previous work session. The next step is to enter into a contract with the software vendor. The initial costs for conversion and training, including the first year's subscription is included in the already-approved ESP contract. Annual costs after conversion are \$39,000 (less \$1950 if paid annually instead of monthly.) Initially, the City thought that the agreement could be developed between ESP and Caselle. Due to the long-term nature of the agreement, it was agreed that the City would be the contracting party. The current version of the negotiated contract is attached to this summary sheet for Council review. It is anticipated that the conversion for all phases will last 180-240 days.

Recommended

Action: Approve this Resolution.

Fund Name: General Fund and Utilities

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 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 CONTRACT DOCUMENTS WITH CASELLE TO PROVIDE UTILITY BILLING AND MANAGEMENT, FINANCE, LICENSING AND PERMITTING SOFTWARE.

WHEREAS, city staff performed a thorough review of available software products to provide utility billing and management, finance, licensing and permitting software and determined that the products offered by Caselle were best suited to the city’s purposes; and

WHEREAS, attached hereto are all the contract documents required by Caselle; and

WHEREAS, the initial costs for conversion and training, including the first year’s subscription are included in the Energy Performance Contract with Energy Solutions Professionals, LLC heretofore approved by Resolution R-841 and the annual cost thereafter are \$39,000.00 (less \$1,950.00 if paid annually).

NOW, THEREFORE, it is hereby **RESOLVED** by the Moberly City Council that the contract documents with Caselle are approved and the city manager is authorized to execute said documents on behalf of the city.

RESOLVED this 20th day of July, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

CASELLE, INC.
Software as a Service Agreement

Caselle, Inc.
 1656 S East Bay Blvd
 Suite 100
 Provo, UT 84606

City of Moberly
 101 W. Reed St.
 Moberly, MO 65270

TERMS OF SERVICE

These Terms of Service constitute an agreement (this “Agreement”) by and between Caselle, Inc., a Utah Corporation, (“Provider”) and the City of Moberly, MO, (“Recipient”).

1. Definitions.

- (a) “Account” refers to the Service plans and features selected by Recipient at the time of this Agreement and accepted by Provider, as such plans and features may change by mutual consent of the parties, as recorded by Provider.
- (b) “AUP” refers to Provider’s acceptable use policy as described in Schedule B.
- (c) “Authorized Representative” refers to an individual who is authorized under applicable law to bind and/or consent on behalf of the Provider or Recipient.
- (d) “Data Policy” refers to Provider’s standard data deletion policy as described in Schedule A of this Agreement.
- (e) “Effective Date” refers to the date of this Agreement.
- (f) “Materials” refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Provider, another customer of the Service, or any other third party.
- (g) “Recipient Data” refers to data in electronic form input or collected through the Service by or from Recipient.
- (h) “Service” refers to Provider’s hosted version of the Caselle Connect software. The Service includes such features as are set forth on Provider’s website (www.caselle.com), as Provider may change such features from time to time, in its sole discretion.

2. Service & Payment.

- (a) *Service.* Provider will provide the Service to Recipient pursuant to its standard policies and procedures then in effect.
- (b) *Payment.* Upon completion of data conversion and training, Recipient will pay Provider a monthly Service Fee of \$3,250.00. This amount will increase by \$507.00 per month if Proposal Addendum A is included with signed agreements. The Service Fee will be considered due five (5) days before the start of the calendar month of Service. The monthly Service Fee will remain

fixed for one year unless Recipient adds more applications or users. After the initial one-year term, Provider may increase the monthly Service Fee on an annual basis. Provider will give notice sixty (60) days prior to any increase. Any increase will not exceed 3% of the current monthly Service Fee.

3. Service Level Agreement.

The Service Levels shall be in accordance with Schedule C.

4. Materials, Software, & IP.

- (a) *Materials.* Recipient recognizes and agrees that: (i) the Materials are the property of Provider or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) Recipient does not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Recipient’s use of the Service.
- (b) *Intellectual Property in General.* Provider retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant Recipient any intellectual property rights in or to the Service or any of its components.

5. Online Policies.

- (a) *AUP.* Recipient will to comply with the AUP. In the event of Recipient’s material breach of the AUP, including without limitation any copyright infringement, Provider may suspend or terminate Recipient’s access to the Service, in addition to such other remedies as Provider may have at law or pursuant to this Agreement. Neither this Agreement nor the AUP requires that Provider take any action against Recipient or any other customer for violating the AUP, but Provider is free to take any such action it sees fit.
- (b) *Privacy Policy.* The Privacy Policy applies only to the Service and does not apply to any third party site or service linked to the Service or recommended or referred to through the Service or by Provider’s employees.

6. Each Party’s Warranties.

- (a) *Recipient’s Identity.* Recipient warrants: (i) that it has accurately identified itself through its Account and will maintain the accuracy of such identification; and (ii) that it is a corporation or other business entity authorized to do business pursuant to applicable law.
- (b) *Right to Do Business.* Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- (c) *Disclaimers.* Except for the express warranties specified in this section, THE SERVICE IS PROVIDED “AS IS” AND AS AVAILABLE, AND PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Without limiting the generality of the foregoing, (i) PROVIDER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND RECIPIENT AGAINST CLAIMS RELATED TO

INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and (ii) Provider does not warrant that the Service will perform without error or immaterial interruption.

7. Limitation of Liability.

IN NO EVENT: (a) WILL PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID FOR 60 DAYS OF SERVICE; AND (b) WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION 7 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF RECIPIENT'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 7, Provider's liability will be limited to the maximum extent permissible.

8. Data Management.

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient's prior written consent, Provider: (i) will not access or use Recipient Data other than as necessary to facilitate the Service; and (ii) will not give any third party access to Recipient Data. Notwithstanding the foregoing, Provider may disclose Recipient Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient's expense.
- (b) *Recipient's Rights.* Recipient possesses and retains all right, title, and interest in and to Recipient Data, and Provider's use and possession thereof is solely as Recipient's agent.
- (c) *Retention & Deletion.* Provider will retain all Recipient Data until erased pursuant to the Data Policy.
- (d) *Injunction.* Provider agrees that violation of the provisions of this Section 8 might cause Recipient irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Recipient will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

9. Term & Termination.

- (a) *Term.* This Agreement will continue for three (3) years following the Effective Date (a "Term"). Thereafter, this Agreement will renew for subsequent terms ("Terms") of thirty (30) days, unless either party notifies the other of its intent not to renew ninety (90) or more days before the beginning of the next Term.
- (b) *Termination for Cause.* Either party may terminate this Agreement for material breach by written notice, effective in 30 days, unless the other party first cures such breach.
- (c) *Effects of Termination.* The following provisions will survive termination of this Agreement: (i) any obligation of Recipient to pay for Service rendered before termination; (ii) Sections 4, 5(b), 6(c), and 7 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

10. Miscellaneous.

- (a) *Notices.* Provider may send notices pursuant to this Agreement to Recipient's address at City of Moberly, 101 W. Reed St., Moberly, MO 65270, and such notices will be deemed received ten (10) days after they are sent. Recipient may send notices pursuant to this Agreement to Caselle, Inc, 1656 S East Bay Blvd, Suite 100, Provo, UT 84606, and such notices will be deemed received ten (10) days after they are sent.
- (b) *Amendment.* Provider may amend the Data Policy and/or the Acceptable Use Policy at any time by posting a new version at its website and/or sending Recipient notice thereof, and such amended version will become effective 30 business days after such notice is sent. Recipient's continued use of the Service following the effective date of an amendment will confirm Recipient's consent thereto. This Agreement may not be amended in any other way except through a written agreement executed by Authorized Representatives of each party.
- (c) *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.
- (d) *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- (e) *Force Majeure.* To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
- (f) *Assignment & Successors.* Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- (g) *Choice of Law & Jurisdiction.* This Agreement will be governed and construed solely by the laws of the State of Missouri, without reference to such State's principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the state courts of Missouri.
- (h) *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- (i) *Certain Notices.* Pursuant to 47 U.S.C. Section 230(d), Provider hereby notifies Recipient that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information regarding providers of such protections may be found on the Internet by searching "parental control protection" or similar terms.
- (j) *Conflicts among Attachments.* In the event of any conflict between the terms of this main body of this Agreement and those of any accompanying schedule, the terms of this main body will

govern. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the AUP and Privacy Policy, the terms of this Agreement will govern.

(k) *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications. The following items are also considered part of this Agreement:

- 1) Contract Proposal
- 2) Contract Proposal – Addendum A
- 3) Software Use Agreement

The signatures below indicate each party’s acceptance of the Agreement. Each party has caused this Agreement to be executed by its duly Authorized Representative.

CASELLE, INC.

CITY OF MOBERLY, MO

By: 

By:

Name: Alan S. Hutchings

Name:

Title: President

Title:

Date: July 2, 2020

Date:

Schedule A – Data Policy

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient’s prior written consent, Provider: (i) will not access or use data in electronic form collected through the Services from Recipient’s customers or other third parties, or collected or accessible directly from Recipient, (collectively, “Data”) other than as necessary to facilitate the Services; and (ii) will not give any third party access to Data. Notwithstanding the foregoing, Provider may disclose Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient’s expense.
- (b) *Recipient’s Rights.* Recipient possesses and retains all right, title, and interest in and to Project Data, and Provider’s use and possession thereof is solely as Recipient’s agent.
- (c) *Retention & Deletion.* Provider will retain any Data in its possession until Erased. Provider will Erase: (i) all copies of Data promptly after Recipient’s written request; and (ii) all copies of Data no sooner than 90 days after termination of this Agreement and no later than 120 days after such termination. Promptly after Erasure pursuant to this Subsection (c), Provider will certify such Erasure in writing to Recipient. (“Erase” and “Erasure” refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.)
- (d) *Individuals’ Access.* Provider will not allow any of its employees to access Data, except to the extent that an employee needs access in order to facilitate the Services and executes a written agreement with Provider agreeing to comply with Provider’s obligations set forth in this Section.
- (e) *Compliance with Law & Policy.* Provider will comply with all applicable federal and state laws and regulations governing the handling of Data.
- (f) *Leaks.* Provider will promptly notify Recipient of any actual or potential exposure or misappropriation of Data (any “Leak”) that comes to Provider’s attention. Provider will cooperate with Recipient and with law enforcement authorities in investigating any such Leak, at Provider’s expense. Provider will likewise cooperate with Recipient and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Provider’s expense, except to the extent that the Leak was caused by Recipient. The remedies and obligations set forth in this Subsection (f) are in addition to any others Recipient may have.

Schedule B – Acceptable Use Policy

A. Unacceptable Use

Provider requires that all customers and other users of Provider’s service (the “Service”) conduct themselves with respect for others. In particular, please observe the following rules in your use of the Service:

- 1) *Privacy*: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without each holder’s written permission. Do not cooperate in or facilitate identity theft.
- 2) *Intellectual Property*: Do not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- 3) *Hacking, Viruses, & Network Attacks*: Do not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
- 4) *Fraud*: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
- 5) *Violations of Law*: Do not violate any law.

B. Consequences of Violation

Violation of this Acceptable Use Policy (this “AUP”) may lead to suspension or termination of the Recipient’s use of the Service or legal action. In addition, the Recipient may be required to pay for the costs of investigation and remedial action related to AUP violations.

C. Reporting Unacceptable Use

Provider requests that anyone with information about a violation of this AUP report it to the following address: Caselle, Inc. 1656 S East Bay Blvd, Suite 100, Provo, Utah 84606. Please provide the date and time of the violation and any identifying information regarding the violator, including e-mail or IP (internet protocol) address if available, as well as details of the violation.

D. Revision of AUP

Provider may change this AUP at any time by posting a new version on its website (www.caselle.com) or by sending the Recipient written notice thereof. The new version will become effective on the date of such notice.

Schedule C – Service Level Agreement

1. Service Availability Service Level. Provider will provide 99.99% Service Availability over one-month periods, excluding any Service Maintenance or Force Majeure Events (as defined below) that result in the Services not being available to any Recipient user, as measured and monitored from Provider’s facilities. Service Availability will be calculated on a monthly basis using the following formula: (Actual Availability *divided by* Total Scheduled Availability). The following definitions will apply with respect to the calculation of Service Availability:

(a) **“Actual Availability”** means Total Scheduled Availability minus Downtime, in minutes.

(b) **“Downtime”** means the time (in minutes) that users of the Service are not able to (a) access the Service, (b) perform ordinary functions to use or receive Services in accordance with Specifications, or (c) utilize the Service and Services for normal business operations due to failure malfunction or delay. Downtime does not include any unavailability of the Service due to Service Maintenance or a failure or defect arising out of a Force Majeure Event.

(c) **“Force Majeure Event”** means the failure or delay due to an event beyond Provider’s control, including but not limited to, strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction, or acts of third parties.

(d) **“Service Maintenance”** means time (in minutes) that the Service is not accessible to Recipient due to maintenance of the Service, including for maintenance and upgrading of the software and hardware used by Provider to provide the Services. Service Maintenance includes scheduled maintenance and unscheduled, emergency maintenance. Scheduled maintenance will generally occur after 8:00 PM MST and before 6:00 AM MST.

(e) **“Total Scheduled Availability”** means 7 days per week, 24 hours per day, excluding Service Maintenance, in minutes.

2. SLA CREDITS FOR SERVICE AVAILABILITY SERVICE LEVEL FAILURE. If the service availability during any given month falls below 99.99%, provider will provide recipient with a sla credit equal to the percentage of the total monthly fee applicable to the month in which the service level failure occurred corresponding to the service availability level set forth in the chart below:

Service Availability Level	SLA Credit
99.1-99.99%	1% of total monthly fee applicable to month in which failure occurred
96.5-99%	5% of total monthly fee applicable to month in which failure occurred
< 96.5%	10% of total monthly fee applicable to month in which failure occurred

3. SLA CREDIT PROCEDURES. Credits issued will apply to outstanding or future payments only and are forfeited upon termination of this agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation termination of this agreement.

SOFTWARE USE AGREEMENT

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

CITY of MOBERLY
101 W. Reed St.
Moberly, MO 65270

("Caselle")

("You" or "Your")

You agree to Use the Software and Purchase the services detailed below ("Items"), and Caselle, Inc. agrees to provide them, subject to the terms and conditions on pages two and three of this Agreement.

Total Price \$58,825.00

Balance Due \$58,825.00

Items

License Type	Hosted
Total Training	\$16,575.00
Total Setup	14,450.00
Total Conversion	27,800.00
Total Price	<u>\$58,825.00</u>

The attached Proposal is considered part of this Agreement.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this Agreement to be executed by its duly authorized representative.

CASELLE, INC.

CITY of MOBERLY

By: 

By:

Name & Title: Alan S. Hutchings, President

Name & Title:

Date: July 2, 2020

Date:

PROPOSAL ADDENDUM A

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

CITY of MOBERLY
101 W. Reed St.
Moberly, MO 65270

("Caselle")

("You" or "Your")

You agree to Use the Software and Purchase the services detailed below ("Items"), and Caselle, Inc. agrees to provide them, subject to the terms and conditions on pages two and three of this Agreement.

Total Price \$5,225.00

Balance Due \$5,225.00

Items

License Type	Hosted
Total Training	\$2,225.00
Total Setup	1,500.00
Total Conversion	1,500.00
Total Price	<u>\$5,225.00</u>

The attached Proposal is considered part of this Agreement.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this Agreement to be executed by its duly authorized representative.

CASELLE, INC.

CITY of MOBERLY

By: 

By:

Name & Title: Alan S. Hutchings, President

Name & Title:

Date: July 2, 2020

Date:

**CASELLE, INC.
SOFTWARE USE AGREEMENT**

Grant of Right

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive right ("Right") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software Use Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

Payment

The Balance shall be paid by You upon execution of this Software Use Agreement. Payment shall be in U.S. Dollars and shall not be deemed to have been received by Caselle until Your check clears the banking process. Any costs incurred in collecting Your check, due to insufficient funds or any other reason, shall be reimbursed by you. Late payments shall be subject to a FINANCE CHARGE OF 1.5% PER MONTH, OR 18% PER ANNUM.

Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government excise, duties, sales, use, occupational, or like taxes now or hereafter in force, and are therefore subject to increase in an amount equal to any tax Caselle may be required to collect or pay upon licensing or delivery of any Items, other than federal, state and local taxes based on Caselle's income. You also agree to pay all personal property taxes which accrue to you by reason of this Agreement.

Title and Confidentiality

Title and full ownership rights to the Software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this Agreement if you are required to disclose or make

the Software available to a third party or to a court if the Software is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced or disclosed.

Rights

You may not:

- a) Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Right, in whole or in part, except as expressly permitted by this Agreement.
- b) Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- c) Modify the Software or merge it into any other product without the express written consent of Caselle.
- d) Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- e) Transfer or assign the Software and the rights under this agreement to another party without the express written consent of Caselle.

Any attempt to do any of the above (a to e) shall void and terminate this Agreement.

Term

This Software Use Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing at least 30 days prior to the date of termination Your Right terminates automatically if you materially fail to comply with any terms or conditions of this Agreement.

Warranty

Caselle warrants that it has sufficient right and title to the Software to grant You this Right. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software. This limited warranty is VOID if failure of the licensed Software has resulted from accident, abuse or misapplication.

Disclaimers and Limitations of Warranty and Remedies

EXCEPT AS SPECIFICALLY STATED IN THE WARRANTY SECTION OF THIS AGREEMENT, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CASELLE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR SAVINGS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY, EVEN IF CASELLE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CASELLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR DAMAGE WILL NOT, IN ANY EVENT, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER BASIS, EXCEED THE LICENSE FEES PAID BY YOU FOR THE LICENSED SOFTWARE GIVING RISE TO SUCH LIABILITY.

Returns

- a) No returns will be accepted without a written request to Caselle. To receive full credit, less the cancellation fee (set forth below), such requests must be made in writing to and received by Caselle's corporate office within thirty (30) days of this agreement. No returns will be considered for credit until appropriate notice has occurred within the time limits specified and all related materials are returned to Caselle's corporate office within ten (10) days of notice.
- b) Pre-approved returns occurring after the thirty-day period has lapsed will be allowed 75% credit, if such requests are made in writing to and received by Caselle's corporate office within sixty (60) days of this agreement. Any returns attempted after the sixty-day period has lapsed will receive no credit.
- c) A minimum cancellation fee of 10% will be assessed to all pre-authorized returns.
- d) In addition, You agree that You will return all written materials received from Caselle, including program materials, instruction manuals, and any and all training materials to Caselle.

General

- a) This Agreement shall be governed and construed in accordance with the laws of the State of Missouri and You hereby consent to the jurisdiction of State and Federal courts in Missouri. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- b) This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral, relating to the subject matter of this Agreement. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- c) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- d) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.

e) In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.

f) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address set forth in this Agreement.

g) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.

h) Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.

i) The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.

(j) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

663884 18/04

Caselle® Hosted Software & Services Proposal

City of Moberly, MO

July 2, 2020

Caselle® Hosted Software & Services Proposal
City of Moberly, MO
July 2, 2020

#10.

Proposal Summary

License Type	Hosted
Total Training at Caselle	\$16,575
Total Setup	14,450
Total Conversion	27,800
Total Investment	\$58,825

The total proposal price of \$58,825 is required with order.
Hosted Maintenance & Support will be \$3,250 per month for ten workstations.

I have read and agree to all terms & conditions proposed herein. I understand if the City of Moberly is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date



Caselle® Hosted Software & Services Proposal
City of Moberly, MO
July 2, 2020

#10.

Proposal Detail

Caselle® Application Software	License Type	Training at Caselle	Setup	Conversion	Total
General Ledger	Hosted	\$2,250	\$700	\$3,900	\$6,850
Budgeting	Hosted	Included	-	-	-
Bank Reconciliation	Hosted	Included	-	1,000	1,000
miExcel GL	Hosted	Included	1,000	-	1,000
Accounts Payable	Hosted	550	500	2,000	3,050
AP Direct Pay	Hosted	Included	-	-	-
Accounts Receivable	Hosted	1,125	500	2,222	3,847
Check on Demand	Hosted	Included	250	-	250
Utility Management	Hosted	3,375	1,500	10,600	15,475
Utility Electronic Reading Interface	Hosted	Included	250	-	250
Utility Service Orders	Hosted	550	500	-	1,050
Online Mapping	Hosted	-	-	-	-
Utility Backflow Management	Hosted	750	1,500	300	2,550
miExcel UM	Hosted	Included	1,000	-	1,000
Cash Receipting	Hosted	550	500	-	1,050
Online/Electronic Payments	Hosted	500	2,250	-	2,750
Business License	Hosted	550	500	778	1,828
Project Accounting	Hosted	2,250	500	-	2,750
Caselle Document Management	Hosted	3,000	2,000	-	5,000
Community Development - Permitting	Hosted	1,125	1,000	7,000	9,125
Ten (10) Concurrent User Licenses	Included	-	-	-	Included
Grand Total	Hosted	\$16,575	\$14,450	\$27,800	\$58,825



General Information

In order to further define and clarify the various products and services offered in this proposal, the following notes will apply based on the software applications and/or services quoted:

Training

Unless otherwise quoted, training will take place at Caselle’s Education Center, located in Provo, Utah. Your staff will be trained on your data. Approximately one half of the training time will be spent reviewing and validating your converted data files. Some training may take place online. Training hours are from 8:30 a.m. to 4:30 p.m., Monday through Friday.

Xpress Bill Pay

Xpress Bill Pay is Caselle’s authorized online/electronic payment vendor. The monthly credit card and electronic payment transaction fees are billed separately by Xpress Bill Pay.

Caselle Document Management

The subscription based Caselle Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month), three (3) Concurrent User Licenses, three (3) Advanced Workflow Licenses and the Caselle Integration.



Caselle® Hosted Software & Services Proposal
 City of Moberly, MO
 July 2, 2020

Hosted Maintenance & Support Breakdown	Monthly
General Ledger, Budgeting, Bank Reconciliation	\$206
miExcel GL	38
Accounts Payable	206
AP Direct Pay	101
Accounts Receivable	206
Check on Demand	83
Utility Management	206
Utility Electronic Reading Interface	101
Utility Service Orders	101
Online Mapping	15
Utility Backflow Management	169
miExcel UM	56
Cash Receipting	169
Online/Electronic Payments	100
Business License	124
Project Accounting	169
Caselle Document Management	150
Community Development - Permitting	300
Ten (10) Concurrent User Licenses	750
Total	\$3,250

Note: A discount of 5% will apply if this is paid on an annual basis.



Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.



Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle’s current hourly rate and are not included in this proposal.

General Ledger Setup

- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization’s daily, monthly, and fiscal year-end steps; as well as budget procedures.

Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

1,950 accounts are included

Bank Reconciliation Data Conversion

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

2 bank accounts are included



Accounts Payable Setup

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

Data Conversion

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
 - Exception: 1099 balances can be established, if provided.

1,000 vendors are included

AP Direct Pay Setup

- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up vendors with necessary routing and account numbers.
- Format one direct pay voucher.

Accounts Receivable Setup

- Set up the appropriate billing categories and penalty rates.
- Format standard reports for reporting and balancing of customer accounts.
- Format one of each of the following: statements, invoices, and delinquent notices.
- Create a Checklist to document Accounts Receivable procedures.
- Additional form layouts for statements, invoices, and delinquent notices will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's account information will be converted. This information includes the customer's name, street address, mailing address, bill to information, city, state, and zip code.
- Customer balances will be converted.

1,111 accounts are included

Check on Demand Setup

- Format the check form.



Utility Management Setup

- Set up services, taxes, rate tables, and other fees for billing.
- Format one form for each of the following: utility bills, delinquent notices, and shut-off notices.
- Set up default reports for billing, meter proofing, and reviewing customer information.
- Create table lists to generate customer labels, reports for new connects, terminated customers with credit balances, and terminated customers with a zero balance.
- Create a Checklist to document daily, monthly, and billing procedures.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's information will be entered and verified. This information depends on what is provided. Information will be converted as is and normally includes the customer number, name, service address, mailing address, city, state, zip code, telephone numbers, meter number, location, balances, and previous reads.
- All appropriate transactions for balancing the billing will be converted.
- Balancing totals, billing totals, receivable by service totals, if provided, will be balanced to the existing system using supporting reports.
- Caselle will provide reports of the converted data for auditing purposes.

5,300 meters or customers are included

Utility Electronic Reading Interface Setup

- Create the appropriate import/export formats and test with the interfaced meter reading equipment.

Service Orders Setup

- Set up the Service Order options (including user, department, and actions).
- Customize Service Order data entry screens.
- Format three Service Order form layouts.
- Set up the Utility Management interface.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Backflow Management Setup

- Assembly types, approved assembly models, action codes, notification cycles, organization, testers, and a maximum of eight forms will be set up. Forms include:
 - Testers Certification Notice
 - Testing Renewal Notifications
 - Assembly Install Notifications
 - Assembly Failure Notices

Data Conversion

- All active backflow assemblies will be attached to the utility location table including all applicable information to start the tracking process.
100 assemblies are included
No historical assembly information will be included.

Cash Receipting Setup

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.

Online/Electronic Payments Setup

- Set up Online and Electronic Payment Processing (credit cards, electronic funds transfer, and online bank bill pay consolidation).
- Set up Utility Direct Pay.
- Set up Xpress Bill Pay, Caselle’s authorized electronic payment vendor, including online bill presentation, online bill history, automatic recurring payments, and payment wallets with full integration to Cash Receipting.

Business License Setup

- Format one form layout for each of the following: business license, renewal letter, delinquent notice, and application.
- Set up billing rates, billing frequencies, license types, and business activities.
- Additional forms or licenses will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.



Data Conversion

- All applicable business information and account balances will be converted.
- Business information includes the owner, manager, license type, and business codes, if provided.
- All standard reports will be set up.

778 businesses are included

Project Accounting Setup

- Set up organization settings and all system defaults.
- Determine job number mask with segments and values for all projects.
- Determine and set up General Ledger accounts for WIP, depreciation, accumulated depreciation, and clearing accounts for labor and purchases.
- Interface all applicable Caselle applications.
- Set up the Crew Rate, Departments, and Jobs for creation, approval, and completion procedures.

Community Development Setup

- Setup services will assist customers in initial software configuration such as codes, rates, permit types, fees, etc. A representative will provide consulting and software setup via telephone and email prior to product shipping. All parcel data and current owner information will be entered when submitted in the requested format. Property Parcel Data does not include data export from any other system or custom conversion. Property information will need to be entered into the Caselle Load Table by the customer.
- If customer completes the Caselle Load Tables for Property and Owner, Contractor and open Permits, there will be no conversion charges.
- If Caselle Load Tables are not used and data is submitted in another format, there will be a \$2.00 charge per property, contractor, open permit record, and historical record in addition to the setup fee.



Data Conversion

- All property and owner parcel data will be entered when submitted in the requested format.
- All Open Permits will be entered when submitted in the requested format.
- Contractor information will be entered when submitted in the requested format.
- If historical data needs to be converted, data will be loaded into a Caselle Archive History Table as read only and can be exported or viewed in Property Inquiry and Table List reports. Historical data from existing system will not be converted as Caselle transactions.
- Caselle Load Tables will need to be populated by the customer.
- All needed forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

3,500 properties are included

HISTORICAL CONVERSION IS AVAILABLE ON A PER-BID BASIS AND IS NOT INCLUDED IN THIS QUOTE.

History conversion is conditional upon the data being provided into the DATA LOAD TABLES. With conversion of history the customer is responsible to provide supporting reports for any historical data to be used to verify the accuracy of the conversion of historical data. **Additional costs will apply if third party resources are required.**

History conversions can be completed, however all history that is converted is unique and it does not look like it was generated in Caselle. It will not have linking records for normal Inquiry functions and reports that are normally generated in Caselle. *All of these considerations are discussed with you as well as reasonable expectations, depending upon the accuracy of the data provided in the Load Tables.* **Every effort is made for the history to be accurate and useful, but there are limitations.** Costs quoted below are negotiable once we understand the true scope of the project and if data can be provided as requested above.

General Ledger History Conversion

Includes the Annual Budget for each year specified and individual transaction amounts for each year of history. Transactions are not separated into appropriate journals within Caselle subsystems. Normally, system year-end calculations are not handled the same in Caselle as existing legacy systems and require time and effort to analyze for accuracy. If individual transactions are too large or not available, the period amount for each General Ledger Account will be converted. Bank reconciliation's will not be completed for previous periods.

Three Years — \$1,500

Ten Years — \$10,000



Accounts Payable History Conversion

Vendor information is current. Historical remittance information will not be converted. Individual invoices and checks presented in the load tables tied to each other are able to be converted. If invoices are reflected as 1099, the vendor type information will be converted. Open or unpaid invoice balances will not be verified at year end.

1099 vendor information, if provided, will be balanced to YTD amount at time of “Go Live” with YTD balances. Purchases and Requisition history will not be converted.

Three Years — \$1,500
Ten Years — \$7,500

Utility Billing History Conversion

Current active customer information is converted. Normally only inactive or final billed accounts with balances are recommended to keep in the system. Too many zero balance accounts may cause system performance issues. Service location information is converted for active accounts. Historical information for service address, account changes, service orders or meter changes will not be converted.

Meter information includes readings and usage for the specified number of periods. Meter change outs from property to property are not converted.

If transactions are identifiable and provided in the load tables, billings, adjustments and payments will be converted. If payment allocation detail is not available, payments will be allocated between the billed services based upon an order of allocation specified by the customer or applied to first service. Routines within Caselle will be used to balance or apply payments and credits. (These allocations may not match the original allocation when the payment was made.) Historical conversions require a previous balance transaction to be calculated to bring account into appropriate aged balance and will be in the history of the account.

Three Years — \$2,000
Ten Years — \$10,000

History for other utility related applications such as Service Orders is not provided.



Proposal Addendum A

Caselle® Hosted Software & Services

City of Moberly, MO

July 2, 2020

Proposal Addendum A
Caselle® Hosted Software & Services Proposal
City of Moberly, MO
July 2, 2020

Proposal Summary

License Type	Hosted
Total Training at Caselle	\$2,225
Total Setup	1,500
Total Conversion	1,500
Total Investment	\$5,225

Hosted Maintenance & Support will increase by \$507 per month.

I have read and agree to all terms & conditions proposed herein. I understand if the City of Moberly is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date



Proposal Addendum A
Caselle® Hosted Software & Services Proposal
 City of Moberly, MO
 July 2, 2020

Proposal Detail

<i>Caselle</i> ® Application Software	License Type	Training at Caselle	Setup	Conversion	Total
Asset Management	Hosted	\$550	\$500	\$500	\$1,550
Cemetery Management	Hosted	Included	-	500	500
Materials Management	Hosted	1,125	500	500	2,125
Community Development - Approvals & Notifications	Hosted	550	500	-	1,050
Grand Total	Hosted	\$2,225	\$1,500	\$1,500	\$5,225

Hosted Maintenance & Support Breakdown	Monthly
Asset Management	\$124
Cemetery Management	101
Materials Management	169
Community Development – Approvals & Notifications	113
Total	\$507

Proposal Addendum A

Caselle® Hosted Software & Services Proposal
City of Moberly, MO
July 2, 2020

Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

Proposal Addendum A

Caselle® Hosted Software & Services Proposal
City of Moberly, MO
July 2, 2020

Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle’s current hourly rate and are not included in this proposal.

Asset Management Setup

- Establish the default depreciation frequency and method, with the asset number format.
- Set up departments, classifications, and asset types.
- Create a Checklist to document procedures, including the asset creation and General Ledger updates.

Data Conversion

- Asset number, description, department, classification, and type will be converted. The depreciation start date, life, and method of depreciation will be converted for each asset, if provided.
- Accumulated depreciation can be converted to ensure an accurate beginning balance.

Cemetery Management Data Conversion

- The Lot Location format will be set up.
- The lot, owner, and deceased information will be converted.
- A cemetery deed form will be set up.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Materials Management Setup

- Create the inventory number mask.
- Set up the Department, Category, and Location files.
- Establish inventory levels, turnover, and valuation reports.
- Create a Checklist to document daily, monthly, and inventory procedures.

Data Conversion

- Inventory items will be converted. This includes the inventory number, description, location, category, quantity, and unit cost for each item. Inventory valuation will be balanced if available.



City of Moberly City Council Agenda Summary

Agenda Number: #11.
 Department: City Manager
 Date: July 20, 2020

Agenda Item: A Resolution Approving A Governmental Consulting Services Agreement Between The City Of Moberly, Missouri And Zamkus And Associates, Llc And Authorizing The City Manager To Execute The Agreement On Behalf Of The City.

Summary: The annual renewal for our government relations specialist is set to renew for one year. This position helps with conveying the city’s message with our federal and state legislature, executive departments of the state, and various state and federal agencies. This contract is for \$15,000 annually and will continue our efforts at improving or stopping actions which are important to the city. Major items worked on this year were, the Low Income Tax Credit Program, economic development issues, prevailing wage, DNR items, transportation, historic tax credits, and internet sales tax. While we had many successes this year including the establishment of the Moberly Opportunity Zone, we will need to continue our efforts in the future.

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	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 THE CITY MANAGER TO EXECUTE A GOVERNMENTAL CONSULTING SERVICES AGREEMENT WITH ZAMKUS AND ASSOCIATES, LLC FOR CONSULTANT AND LOBBYIST WORK.

WHEREAS, the City and Zamkus and Associates, LLC. heretofore entered into a Governmental Consulting Services Agreement, the terms and conditions of which apply to this Consulting Agreement; and

WHEREAS, the consultant/lobbyist is engaged in the business of providing governmental consulting services; and

WHEREAS, the City has significant interest in Missouri Low Income Housing Tax Credit program as well as other job creation and redevelopment tax credits;

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Governmental Consulting Service Agreement and take such other and further actions as may be required to complete the agreement with Zamkus and Associates, LLC.

RESOLVED this _____ day of July, 2020, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

GOVERNMENTAL CONSULTING SERVICES AGREEMENT

This Governmental Consulting Services Agreement is entered into on this ___ day of July 2020, by and between **Zamkus and Associates, L.L.C** with their principal office located at 5113 Sharon Drive Jefferson City, MO 65109 (Consultant/Lobbyist) **and The City of Moberly** with a principal office located at 101 W Reed Street, Moberly, MO 65270 (Client):

WHEREAS, Consultant/Lobbyist is engaged in the business of providing governmental consulting services; and

WHEREAS, Client is a city located in Randolph County, Missouri that is interested in providing quality affordable housing and maintaining the safety and wellbeing of its nearly fourteen thousand citizens; and

WHEREAS, Client has significant interest in the Missouri Low Income Housing Tax Credit program as well as other job creation and redevelopment tax credits currently authorized under the provisions of Missouri State law; and

WHEREAS, Consultant/Lobbyist has been retained by Client to provide governmental consulting services for Client as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement and which can generally be described as the Client’s desire to monitor and lobby legislation which would have an impact on specific economic development interests of the Client; and

Now therefore, in mutual consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. **Independent Contractor.** Client agrees to use Consultant/Lobbyist as an independent contractor as described in Appendix A, which is attached and incorporated by reference as a part of this Agreement.
2. **Term.** The term of this Agreement shall be for a period from July 17, 2020 through July 16th, 2021. With mutual consent of both parties, this Agreement may be extended to a date mutually beneficial to both parties.
3. **Effort and Cooperation.** Consultant/Lobbyist and Client shall devote its best efforts in the performance and discharge of its duties and obligations under this Agreement. Client shall be available to consult with Consultant/Lobbyist, its officers, agents, and employees at reasonable times concerning matters pertaining to the provision of services by Consultant/Lobbyist.

4. **Compensation.** In consideration of the professional services to be provided by the Consultant/Lobbyist as outlined in Appendix A of this document, for the time period of July 17, 2020 through July 16, 2021, the Client shall pay the Consultant/Lobbyist one thousand dollars (\$1,000) per month payable at the end of each month for the term of the contract with an additional fifteen hundred dollars (\$1,500) due on the first and last payment for a total contract price of fifteen thousand dollars (\$15,000).
5. **Nondisclosure.** Consultant/Lobbyist and Client acknowledge that in the performance of this Agreement, certain trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans may become known to each other. Except as provided in the Disclosure section of this Agreement, both parties agree that they shall not, directly or indirectly, acting alone or with other persons or entities, without the prior written consent of each other, disclose, furnish, or make available to any third party, or to use for itself or for the benefit of any other person or entity any trade secrets, names of past, present or future customers, business plans, strategies, operating information or any other confidential or proprietary information, including contents of proposals, bids, or work plans, except as specifically agreed to in writing. Consultant/Lobbyist and Client agree that any breach of this Nondisclosure section will cause immediate and irreparable harm and may be enforced through the seeking of an injunction in a court of competent jurisdiction, and that injunctive relief to restrain any such breach is in addition to any other remedies or claims for damages. The parties expressly agree that the provisions of this Nondisclosure section shall survive any termination or expiration of this Agreement.
6. **Disclosure.** Consultant/Lobbyist and Client understand and agree that in the course of performance of this Agreement, that the existence, but not the specific terms, of this Agreement may be disclosed and acknowledged, particularly to individuals and entities contacted by Consultant/ Lobbyist on behalf of Client. Consultant/Lobbyist shall immediately notify Client if Consultant/Lobbyist deems it necessary to register as a lobbyist for Client and shall take whatever action Consultant/Lobbyist deems necessary or appropriate to ensure compliance with such laws.
7. **Compliance.** The parties agree to comply with all applicable federal and state laws, rules and regulations and any local laws or ordinances, rules or regulations in all their actions.
8. **Miscellaneous.** The laws of the State of Missouri shall govern this Agreement. The parties consent to the jurisdiction of the Missouri federal and state courts. This Agreement, together with Appendix A constitutes the entire agreement of the parties and may not be assigned, amended or otherwise modified except in writing by each of the parties. If any provision, in whole or in part, is invalid by the operation of any law of the State of Missouri or any other applicable law as found by a court, such provision or portion of a provision shall be severable from this Agreement and shall not invalidate the remainder of the provision or the remainder of this Agreement.

9. **Notices.** All notices, certificates, and acknowledgments of any kind related to this Agreement shall be in writing and shall be sent by a recognized carrier, overnight delivery, signature required, by certified mail, return receipt requested or by electronic mail. Said notices shall only be deemed effective upon the earlier of the following: (1) acknowledgment of receipt; or (2) as of the date of the official receipt from the U.S. Postal Service, addressed as follows:

CONSULTANT/LOBBYIST

Jason Zamkus/Principal
ZAMKUS & ASSOCIATES, LLC
5113 Sharon Drive
Jefferson City, MO 65109
(573) 291-6180
jzamkus@gmail.com

CLIENT

Brian Crane, City Manager
City of Moberly, Missouri
101 Reed Street
Moberly, MO 65207
(660) 998-0137
bcrane@cityofmoberly.com

10. Effectiveness; Date: This Agreement will become effective when upon the signature of all parties. The date this Agreement is signed by the last party (as indicated by the date associated with such party's signature) shall be deemed the date of this Agreement. The Term Start Date may differ from the date of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the dates provided below.

ZAMKUS & ASSOCIATES, L.L.C.

Signature: _____
Name: _____
Title: _____
Date: _____

THE CITY OF MOBERLY

Signature: _____
Name: _____
Title: _____
Date: _____

General Deliverables - Appendix A

- Monitor and lobby LIHTC and other tax credit reform legislation;
- Identify and track legislation that could be utilized as vehicle for LIHTC or other tax credit reform legislation by amendment;
- Attend meetings and hearings of legislative committees and administrative agencies where matters which may affect tax credit legislation will be addressed or voted upon;
- Collect all relevant material from hearings;
- Compile all relevant information gathered;
- Facilitate meetings with key decision makers and staff regarding regulatory, legislative and administrative issues as necessary; and
- Provide regular written and/or oral reports.

This Appendix is incorporated by reference to the attached Governmental Consulting Services Agreement and shall be effective as of the last date indicated below and thereupon become a part of the Agreement.

ZAMKUS & ASSOCIATES, L.L.C.

THE CITY OF MOBERLY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Moberly City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: July 20, 2020

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

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		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 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 APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$749,958.35.

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 July 20, 2020 in the amount of \$41,935.79.
- 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 July 20, 2020 in the amount of \$550.00.
- SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 20, 2020 in the amount of \$47,023.62.
- 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 July 20, 2020 in the amount of \$68,198.01.
- 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 July 20, 2020 in the amount of \$8,770.73.
- 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 July 20, 2020 in the amount of \$18,643.40.
- SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 20, 2020 in the amount of \$26,375.25.
- 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 July 20, 2020 in the amount of \$98.50.
- SECTION 9: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 20, 2020 in the amount of \$28,098.42.
- SECTION 10: 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 July 20, 2020 in the amount of \$264.55.
- SECTION 11: 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 July 20, 2020 in the amount of \$11,519.22.
- SECTION 12: 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 July 20, 2020 in the amount of \$270.56.
- SECTION 13: There is hereby appropriated out of the **2008A Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 20, 2020 in the amount of \$190.90.
- SECTION 14: There is hereby appropriated out of the **ESP Projects Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 20, 2020 in the amount of \$11,579.55.
- SECTION 15: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 20, 2020 in the amount of \$1,328.24.
- SECTION 16: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 20, 2020 in the amount of \$362,741.29.
- SECTION 17: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 20, 2020 in the amount of \$122,370.32.

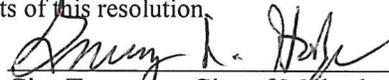
NOW, THEREFORE, the Moberly City Council authorizes these expenditures.
RESOLVED this 20th day of July 2020 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

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

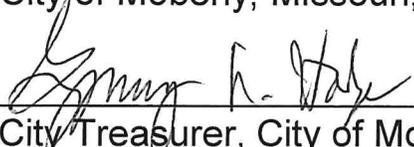


City Treasurer, City of Moberly, Missouri

EXPENSES PAID JULY 3 ,2020 - JULY 16, 2020 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE JULY 20, 2020 APPROPRIATION RESOLUTION TOTAL.

General Fund	\$	41,935.79
Non-Resident Lodging Tax Fund	\$	550.00
Payroll Fund	\$	47,023.62
Solid Waste Fund	\$	68,198.01
Heritage Hills Golf Course Fund	\$	8,770.73
Parks and Recreation Fund	\$	18,643.40
Airport Fund	\$	26,375.25
Veteran Memorial Flag Project Fund	\$	98.50
Utilities OP & Maintenance Fund	\$	28,098.42
2004B SRF Bonds Debt. Service Fund	\$	264.55
2006A SRF Bonds Debt. Service Fund	\$	11,519.22
2004C Bonds Debt. Service Fund	\$	270.56
2008A Bonds Debt. Service Fund	\$	190.90
ESP Projects Debt Service Fund	\$	11,579.55
Emergency Telephone Fund	\$	1,328.24
Transportation Trust Fund	\$	362,741.29
Street Improvement Fund	\$	122,370.32
Total	\$	749,958.35

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

7/16/2020
Date

ACCOUNTS PAYABLE CHECK REGISTER

#12.

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
24 DISBURSEMENTS										
*	83877 Thru	83886								
	83887	7/08/2020	2643	UNITED WAY	1,360.43					
	83888	7/08/2020	2646	VALIC	992.00					
	83889	7/08/2020	3	AFLAC GROUP INSURANCE	2,450.84					
	83890	7/08/2020	2646	VALIC	992.00					
*	83893									
	83894	7/09/2020	6	AMEREN MISSOURI	39.74					
	83895	7/09/2020	2975	BRENNTAG MID SOUTH INC	1,580.33					
	83896	7/09/2020	1565	MACON ELECTRIC COOP	40.46					
	83897	7/09/2020	6045	WALKER AMANDA	70.00					
	83898	7/09/2020	2658	WILLIS BROS INC	218,026.68					
*	83899 Thru	83902								
	83903	7/16/2020	5561	A & A OUTHUSES & PUMPING	500.00					
	83904	7/16/2020	3055	ADVANCED DISPOSAL - MACON	66,796.56					
	83905	7/16/2020	4693	ADVANCED TURF SOLUTIONS	312.32					
	83906	7/16/2020	1	ALTORFER INC	26.41					
	83907	7/16/2020	6120	AMAZON CAPITAL SERVICES	282.06					
	83908	7/16/2020	3534	AMERICAN CLEANING SYSTEMS INC	92.71					
	83909	7/16/2020	13	ARROW ENERGY INC	10,351.56					
	83910	7/16/2020	30	ARTDEP+BENTON	343.50					
	83911	7/16/2020	17	AT&T 5001	1,248.87					
	83912	7/16/2020	4710	ATKINS	119.00					
	83913	7/16/2020	16	AUTOZONE INC	12.19					
	83914	7/16/2020	26	B & D LOCK & KEY	27.00					
	83915	7/16/2020	6160	BACKGROUND INVESTIGATION BUREA	1,307.20					
	83916	7/16/2020	6154	BARRON RUSTY	25.00					
	83917	7/16/2020	4729	BARTLETT & WEST	5,977.33					
	83918	7/16/2020	5176	BILLINGTON MARY	307.00					
	83919	7/16/2020	34	BOB'S TIRE, LLC	1,013.00					
	83920	7/16/2020	35	BOGIE PUMP INC	330.32					
	83921	7/16/2020	2885	BOTKINS TRUCKING LLC	316.28					
	83922	7/16/2020	2605	BRATCHER'S MARKET	11.43					
	83923	7/16/2020	191	BROWNFIELD OIL CO INC	164.00					
	83924	7/16/2020	424	BUTLER SUPPLY INC	49.88					
	83925	7/16/2020	104	CARTER-WATERS	265.08					
	83926	7/16/2020	6153	CASH KAYLYN	100.00					
	83927	7/16/2020	598	CHARITON VALLEY COMMUNICATIONS	168.98					
	83928	7/16/2020	3137	CINTAS CORPORATION #379	549.16					
	83929	7/16/2020	653	COE EQUIPMENT	169.94					
	83930	7/16/2020	3063	CONLEY FOREST DO	20.00					
	83931	7/16/2020	2645	CORE & MAIN LP	3,234.22					
	83932	7/16/2020	4551	CRAFCO INC	5,130.00					
	83933	7/16/2020	2913	CULLIGAN WATER CONDITIONING	23.48					
	83934	7/16/2020	2951	CUMMINS MID SOUTH LLC	3,234.80					
	83935	7/16/2020	2908	CUNNINGHAM VOGEL & ROST PC	7,982.89					
	83936	7/16/2020	118	D & L TRENCHING INC	1,200.00					
	83937	7/16/2020	5797	DA-COM	200.00					
	83938	7/16/2020	551	DILLE KERRY B	1,890.00					
	83939	7/16/2020	3473	DITCH WITCH	123.60					
	83940	7/16/2020	5826	DOUGLAS PAIGE	400.00					
	83941	7/16/2020	5791	DOUGLAS SUMMER H	180.00					

ACCOUNTS PAYABLE CHECK REGISTER

#12.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
83942	7/16/2020	2806	DPC ENTERPRISES LP	819.00				
83943	7/16/2020	695	ENGINEERING SURVEYS & SERVICES	3,968.50				
83944	7/16/2020	1527	ESRY DANIEL	340.00				
83945	7/16/2020	3103	FASTENAL COMPANY	284.58				
83946	7/16/2020	5801	FINNELL MADDI	145.00				
83947	7/16/2020	3147	FIREPROGRAMS	4,150.00				
83948	7/16/2020	5754	FIRST STATE COMMUNITY BANK	11,579.55				
83949	7/16/2020	701	FOUR ACRES NURSERY INC	2,500.00				
83950	7/16/2020	2839	FUSION TECHNOLOGY LLC	1,018.65				
83951	7/16/2020	5785	GEBHARDT ABIGAIL R	207.50				
83952	7/16/2020	3011	GLENN'S GARAGE DOORS	169.00				
83953	7/16/2020	5883	GREATLIFE KANSAS CITY LLC	3,459.00				
83954	7/16/2020	6155	GUFFEY ANGELA	100.00				
83955	7/16/2020	6156	GUYTON CATHY	25.00				
83956	7/16/2020	737	HACH COMPANY	79.34				
83957	7/16/2020	5784	HARLAN KENNEDY	264.00				
83958	7/16/2020	6126	HAYDEE ALLEN	25.00				
83959	7/16/2020	6152	HERITAGE ENVIRONMENTAL SVCS	3,785.86				
83960	7/16/2020	62	HILLYARD - COLUMBIA	112.60				
83961	7/16/2020	5721	HOWE COMPANY LLC	3,588.60				
83962	7/16/2020	4830	HULL ROSA	25.00				
83963	7/16/2020	1348	HUNTSVILLE MACHINE	14.42				
83964	7/16/2020	763	SUMNER ONE	257.80				
83965	7/16/2020	4380	INTOXIMETERS INC	146.25				
83966	7/16/2020	6157	JACKSON TAMMY	25.00				
83967	7/16/2020	4347	JOHN DEERE FINANCIAL	.00				VOID:
83968	7/16/2020	4347	JOHN DEERE FINANCIAL	.00				VOID:
83969	7/16/2020	4347	JOHN DEERE FINANCIAL	.00				VOID:
83970	7/16/2020	4347	JOHN DEERE FINANCIAL	1,520.26				
83971	7/16/2020	6161	JOLLIFFE CAITLYN	25.00				
83972	7/16/2020	5965	KIM HOSKINS ENVIRONMENTAL	1,575.00				
83973	7/16/2020	1319	KOHL WHOLESALE	2,363.89				
83974	7/16/2020	3144	KZZT FM 105 INC	165.00				
83975	7/16/2020	579	LAND CHARITON COUNTY CONCRETE	8,713.25				
83976	7/16/2020	2964	LEES LAWN CARE & EQUIPMENT LLC	490.38				
83977	7/16/2020	1381	LEON UNIFORM COMPANY	538.49				
83978	7/16/2020	1246	LOCHNER	14,228.67				
83979	7/16/2020	3015	LOWE'S HOME CENTERS, LLC	.00				VOID:
83980	7/16/2020	3015	LOWE'S HOME CENTERS, LLC	1,237.46				
83981	7/16/2020	5209	LUSBY MARY	75.00				
83982	7/16/2020	2036	LYNN THOMAS	250.00				
83983	7/16/2020	4836	M&M GOLF CARS LLC	575.00				
83984	7/16/2020	4718	MACON COUNTY HEALTH DEPARTMENT	240.00				
83985	7/16/2020	679	MARTECK	155.00				
83986	7/16/2020	1694	MFA INCORPORATED	735.85				
83987	7/16/2020	260	MIDLAND GIS SOLUTIONS	62.50				
83988	7/16/2020	6158	MINOR ALLISON	25.00				
83989	7/16/2020	416	MISSOURI DEPARTMENT OF REVENUE	841.56				
83990	7/16/2020	823	MISSOURI TURF PAINT	569.90				
83991	7/16/2020	3041	MO ONE CALL SYSTEM INC	411.25				
83992	7/16/2020	2798	MOBERLY AREA COUNCIL OF THE AR	550.00				
83993	7/16/2020	849	MOBERLY CLEANERS	35.00				
83994	7/16/2020	1921	MOBERLY LUMBER INC	.00				VOID:

ACCOUNTS PAYABLE CHECK REGISTER

#12.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
83995	7/16/2020	1921	MOBERLY LUMBER INC	783.61				
83996	7/16/2020	2907	MOBERLY READY MIX	10,028.71				
83997	7/16/2020	1604	NAPA AUTO PARTS OF MOBERLY	.00				VOID:
83998	7/16/2020	1604	NAPA AUTO PARTS OF MOBERLY	.00				VOID:
83999	7/16/2020	1604	NAPA AUTO PARTS OF MOBERLY	1,532.85				
84000	7/16/2020	2128	NATIONAL TACTICAL OFFICERS	450.00				
84001	7/16/2020	2152	NEMO ELECTRIC CO INC	1,486.19				
84002	7/16/2020	2737	NORTH MO DRUG TASK FORCE	4,800.00				
84003	7/16/2020	2299	O'REILLY AUTOMOTIVE STORES INC	.00				VOID:
84004	7/16/2020	2299	O'REILLY AUTOMOTIVE STORES INC	390.69				
84005	7/16/2020	366	PALMATORY'S	125.00				
84006	7/16/2020	6121	PENSKE TRUCK LEASING	140.08				
84007	7/16/2020	2822	PEPSI-COLA	924.42				
84008	7/16/2020	5727	PEST PRO SOLUTIONS INC	95.00				
84009	7/16/2020	2556	PETTY CASH	100.00				
84010	7/16/2020	2586	PRATHERS TOWING	250.00				
84011	7/16/2020	4924	R P LUMBER COMPANY INC	3,323.95				
84012	7/16/2020	6159	RANDOLPH COUNTY PEOPLE FIRST	25.00				
84013	7/16/2020	2977	RICKETTS FARM SERVICE	660.00				
84014	7/16/2020	4805	RILEY ANNA	229.50				
84015	7/16/2020	5218	RSINET	180.00				
84016	7/16/2020	6118	S&A EQUIPMENT AND BUILDERS	27,768.71				
84017	7/16/2020	294	SCHAEFER SURVEYING LLC	600.00				
84018	7/16/2020	280	SCHIPPERS INTERNATIONAL TRUCK	807.96				
84019	7/16/2020	617	SCHULTE SUPPLY INC	127.47				
84020	7/16/2020	2823	SIRCHIE ACQUISITION CO LLC.	145.20				
84021	7/16/2020	5639	SOCKET	.00				VOID:
84022	7/16/2020	5639	SOCKET	2,432.14				
84023	7/16/2020	1849	SPRINT	.00				VOID:
84024	7/16/2020	1849	SPRINT	1,622.14				
84025	7/16/2020	5700	STAPLES	.00				VOID:
84026	7/16/2020	5700	STAPLES	741.77				
84027	7/16/2020	6162	SWALLOW TROPHY & ENGRAVING	30.00				
84028	7/16/2020	2644	USA BLUE BOOK	2,911.46				
84029	7/16/2020	2648	VANCE BROS INC	112,530.00				
84030	7/16/2020	5800	VERIZON CONNECT NWF INC	19.19				
84031	7/16/2020	4948	WARREN RICHARD	1,490.00				
84032	7/16/2020	2656	WESTLAKE HARDWARE	.00				VOID:
84033	7/16/2020	2656	WESTLAKE HARDWARE	.00				VOID:
84034	7/16/2020	2656	WESTLAKE HARDWARE	756.65				
84035	7/16/2020	5878	WIEDEMAN DOZING LLC	4,800.00				
84036	7/16/2020	2658	WILLIS BROS INC	99,665.72				
84037	7/16/2020	6163	WINSTEAD LINDA	2,000.00				
*20190801								
20190802	7/06/2020	1800	MO LAGERS	41,228.35				E-PAY
*20190803	Thru 20190804		(NOT IN SELECTED DATE RANGE)					
20190805	7/10/2020	2708	UMB BANK	12,245.23				E-PAY

ACCOUNTS PAYABLE CHECK REGISTER

#12.

BANK# BANK NAME
CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

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

BANK TOTALS:	
OUTSTANDING	749,958.35
CLEARED	.00

BANK 24 TOTAL	749,958.35
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	41,935.79	41,935.79	.00	.00
102 NON-RESIDENT LODGING TAX	550.00	550.00	.00	.00
105 PAYROLL FUND	47,023.62	47,023.62	.00	.00
110 SOLID WASTE FUND	68,198.01	68,198.01	.00	.00
114 HERITAGE HILLS GOLF CRSE	8,770.73	8,770.73	.00	.00
115 PARKS & RECREATION FUND	18,643.40	18,643.40	.00	.00
120 AIRPORT FUND	26,375.25	26,375.25	.00	.00
140 VETERAN MEMORIAL FLAG PRJ	98.50	98.50	.00	.00
301 UTILITIES OP & MAINT	28,098.42	28,098.42	.00	.00
377 2004B SRF BONDS DEBT SERV	264.55	264.55	.00	.00
378 2006A SRF BONDS DEBT SERV	11,519.22	11,519.22	.00	.00
379 2004C BONDS DEBT SERVICE	270.56	270.56	.00	.00
380 2008A BONDS DEBT SERVICE	190.90	190.90	.00	.00
381 ESP PROJECTS DEBT SERVICE	11,579.55	11,579.55	.00	.00
400 EMERGENCY TELEPHONE FUND	1,328.24	1,328.24	.00	.00
600 TRANSPORTATION TRUST FUND	362,741.29	362,741.29	.00	.00
601 STREET IMPROVEMENT FUND	122,370.32	122,370.32	.00	.00

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

#12.

BANK# BANK NAME
CHECK# DESCRIPTION

24 DISBURSEMENTS

83877 Thru 83886 Utility Billing Checks
83887 Thru 83890 Accounts Payable Checks
83891 Thru 83893 Gap in Checks
83894 Thru 83898 Accounts Payable Checks
83899 Thru 83902 Utility Billing Checks
83903 Thru 84037 Accounts Payable Checks

20190802 Thru 20190805 Accounts Payable E-Pay

City of Moberly City Council Agenda Summary

Agenda Number: #13.
 Department: City Manager
 Date: July 20, 2020

Agenda Item: Department Head Monthly Reports

Summary: Attached is Community Development Monthly Report/Public Works Monthly, Finance Department Monthly Report, Parks and Rec. Monthly Report, Police Department Monthly Report, Fire Department Monthly Report, Public Utility Monthly Report, Moberly Area Economic Development, Moberly Chamber of Commerce.

These are for you to review on the activity that each Department has accomplished for the Month June.

Recommended

Action: Just for your review

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input checked="" 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			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

June 2020

A. PROJECTS

Community Development

Jr. High - There are a few different ways this property could go, but in every situation, it seems impossible for the City not to be in the middle of it.

Demolition - I have bids from for the Jr. high demolition ranging from \$85-\$100K from Red Rock to \$168K from Wiedeman, on top of both of those bids, there is an estimated cost of \$50K for asbestos abatement.

Secure/continue to apply for renovation – We are looking at over \$100K to repair the roof, close window and secure the property, to try and slow the deterioration and hope that we can find funding for full renovation and a productive re-use.

3rd party demo and redevelopment – This seems our most likely scenario to get out from under the property with the least fiscal impact and to have a viable long-term product.

I have drafted and RFP that is wide open from redeveloping the current building to tearing it down and redeveloping the property and pretty much anything in between. Brian has reviewed and made some adjustments and it should be going out soon. Hopefully we will have a variety of options to weigh.

MBL Development/Country Villas, Phase II – This project is being proposed by Kim Lingle with MBL Development. Mr. Lingle has completed two MHDC funding projects in Moberly previously, Ravenwood Apartments down South and Country Villas, Phase I on Silva Lane. Last year, Mr. Lingle approached me about applying for this project here in Moberly and asked if the City would support his project. I explained that we were going to support the Jr. High project for another round of funding at that time. As MHDC wants to know the top priority for each community, Mr. Lingle agreed to wait a year so not to be in competition with the Jr High project in Moberly, and hopefully give it a better chance, but said he would try his next year and hoped that we would be able to support his alone at that time. I couldn't make that commitment, but I told him that it was my understanding at that time that last year's application was going to be the last run at the funding for the Jr. High.

He has approached us and asked for the City to support his project alone, as splitting support weakens applications. He plans to construct phase II of Country Villas, completely renovate Ravenwood Apartments and take them off the rate adjusted program and is willing to work with us to extend Silva Lane out to Morley, if that is still desired.

CCCB/Durk – As you know, we worked with CCCB to send out an RFP for a residential development project for their undeveloped acreage. The time for submittal came and went with no proposals. A few weeks after the deadline, I had a meeting with John Durk who has built some properties in Moberly. He had some interest, but the upfront requirements as to documents and fees was too substantial for them to submit an offer. I was able to talk with the college to see if they would leave the door open for alternate proposals and they were.

We had an initial meeting with CCCB, Durk's and City to discuss a proposed land use for the 16 acres at the rear of their property. The Durks 111ed a partnership with the college of 15% for the first 10 year in exchange for the land. CCCB 111ed very receptive. The plan would have a

large (20 unit) multi-unit gated independent living facility close to Shepherd Brothers Blvd. with three smaller (4 unit) independent living buildings behind it and up to 19 single family houses on the South end of the tract. The suggestion would be to do a PD district if the plan moves forward. CCCB was going to meet with their Board and respond. The City's part was to develop and maintain the detention basin proposed for the NE corner of the property. Currently, Mr. Durk and CCCB are still working on detail for the project, but it appears to still be a possibility.

Fennel Complex – Asbestos has been abated after we had to switch contractors. The original price was \$38,000 to remove asbestos and decking. We had to change contractors as the low bidder only was able to provide one employee and the project would still not have been wrapped up and we had some concerns with their methods. ALM who is our on-call contractor came in and finished up for the same money we would have spent on the low bid and was much faster. Richard Warren has a good portion of the East section of the building with new structure and decking. They are trying to get this area up first to tie in the weak parapet wall. We have about \$20,000 in lumber and sheeting for the reconstruction and the roof bid was \$38,000 for Beaverson.

Pro Auto – Electrical and Lighting is installed and operational as of June 18th. The garage doors are installed as of June 23rd, once we get the walk-in doors installed the building will be fairly secure. We will be waiting on the mason to block up the opening between Pro Auto and Fennel. We will be leaving one garage door between the two building for access that can be locked from the side proposed for use by Police and Fire. The Police department custodian will be power washing and painting the interior to suit their needs.

JT Cross Lumber – The cost for the structural steel I-beams and metal sheeting around the inside perimeter are well over \$100K on the bids received so far. L&J development are looking at what they could do it for with their in-house staff. We are also looked at a potential masonry T wall and segmenting it. We received the bid for the masonry block wall this week and the price was \$4,500, significantly cheaper than any other method we have looked at. We will be pouring a footing for the wall and then the block mason will be in following to construct the wall and tie it in. At that point, we will be able to remove the wooden bracing that is unattractive.

Solar – Since the solar project has been completed, we have been seeing good production numbers, mostly at or above what was projected, however our savings has not been at the level it was projected. It was determined that the discrepancy is due to some variable rates that Ameren uses have thrown off the savings calculations. MC Power has accepted the responsibility for this issue and has approached us with a couple of ways to resolve the shortfall. They have offered to reduce the lease accordingly or give us credit on the buildout of the second phase of development for the solar in the park's facilities.

I have reached out to Jeremy Lindberg for a follow up meeting on what we can do to offset our shortfall. It would initially appear that the credit towards the second phase of solar work for the park solar work might be the best choice for us long term, but it will require further evaluation.

Demolition Grant – Staff and the MTCOG have been doing great on this. The environmental work was completed by MTCOG, demolition reports completed by Code Office, all the participants in the first phase have paid their \$500, and the asbestos inspector is completing the review of the first phase of structures at this time. As soon as we get these asbestos reports back, we should be able to bid out the first round. If things keep progressing at this rate, we could get two rounds bid out yet this year.

Welcome Signage – We have all the material of 112 to complete the signage work. We have met with MoDOT numerous times and have agreed on layout, color, location and have an

ordinance approving all of this. I have a June 23rd e-mail from MoDOT's Jonathan Bruner stating that it should take Jeff City office approximately 2.5 weeks to turn around after they received the contract to make them fully executed. It has been approximately 3 weeks now since that e-mail and I sent a follow up e-mail on 7/16 to see if they have heard anything on the contract. Hopefully we will have something back next week that will let us get started on this.

Public Works

Inmates – In a recent conversation with the warden, I learned that all prisons are going through full Covid testing. Moberly is next to last to be tested during the last week of July. If all goes well, we could have inmates by early August. If any positives (been about 50/50 in institutions so far), we likely won't have them back until winter. Having to use all our seasonal staff in the cemetery to cover the inmate's roles has set up back this year on our productivity. Ditching, Brush cutting, crack sealing, mowing has all suffered. Additionally, we will lose most of our seasonal people when school starts back, and we will have to put our full-time staff in to supplement Cemetery maintenance and productivity in other areas will really drop off. I am keeping my fingers crossed for no cases of Covid at MCC for multiple reasons.

Mongler/Foundation in-fill on Terrill Rd – This was initiated by Mr. Mongler but not completed. We hired Wiedeman Excavation to complete the work for \$4,800. All the concrete was hauled off and the hole filled in with fill material, graded, seeded and mulched. A tax lien will be filed against the property for the balance.

Brockman – Drainage – I have been watching the drainage on the property to the extent I can. During this last heavy rain, no pooling was observed on the property. MECO has developed a layout plan for a swale in Ms. Stoner yard that should resolve the pre-existing surface water issues that exist at the property. I had considered mailing the information to Ms. Stoner and suggest that we would be willing to meet with her and discuss how she should go about getting the work completed to resolve her issues. The contractor and resulting fees would be her cost, but we have provided her with a solution and would help her contract the right person for the work. Even little things like redirecting their gutter which dumps out to a part of their yard that appears to flow directly back towards the foundation.

Kitchen – finish up work – Mr. Kitchen is still contending that the City should replace his corner post and he wants to dictate how we maintain our ditch line. The post does not need replacing, however if the Hedge post supplier shows up with a new post for us, we will install at some point. We have completed grading and install of erosion mat and seeding of slopes and we will at some point do some additional ditch work to make the City r/w improvements, however at this time I am short staffed and have numerous more pressing issues than this small section of City owned r/w, which is in no way impacting Mr. Kitchens property.

Harrison & Garfield

The water line is installed on both streets, water meters installed, underdrains installed, storm sewer installed, and we are putting in the curb and gutter on Garfield at this time. The profiles on the street are very flat in sections, likely what caused the failure in the past on the curb. As our budget is tight this year, we are having to make constant adjustments to try and save as much of the underlying street as possible so that we can patch the bad spots and do a full overlay on the north two blocks of Garfield and patch in the cuts on the South Block of Garfield, as the asphalt is only 5 years old there.

We are hopeful that we can patch in the cuts and bad spots on Harrison and well as its street surface is only 5 years old.

McKinsey Detention – As part of the detention basin, numerous trees had to be taken out and the basin extended into Mr. Esry’s property. It was agreed that the City would replace up to 15 trees, up to 2” caliper or they owner could pick out up to \$1,500 In trees from four acres nursery. In observing the drainage from the project during the last rainfall event, the partially installed curb was effective at minimizing impact on water getting into yards and drives on the South Block of Garfield where it has been a major problem and the new drainage inlets captured nearly all of the water before it flowed across McKinsey and down a private drive. All this water drains into the McKinsey Street detention area which was flowing to capacity and slowing the flow down through Fox Run. I have videos of all these items.

Fox Park Detention – Willis brothers have installed the 24” bottom drainage pipe to drain the bottom half of the new detention pond in Fox Park. The line was reduced down to 24” from a 30” to hold back more volume and have more detention is the small to mid-level storms. The capacity of the existing creek is still the standard for when the pond bypasses in extreme weather events. Willis is projecting a late August construction time for this basin.

Kiwanis Detention – We recently contracted with Jeremy Sapp to complete this project. We will have to get a 40’ temporary access easement across the property between Kiwanis Park and Cobblestone so that equipment can drive across to transfer the 19,000 cu. yds of excess soil to Cobblestone. The Retention basin will do multiple things. It will solve drainage issues for the City, drainage issues for Cobblestone and drainage issues for the Park, not to mention it will provide a year around water feature for the park and provide the base for a future multi-use trail through the park.

We got an initial quote from Willis Brothers for the work which was a little over \$160K, but due to the fact that Cobblestone needed the dirt, Sapp agreed to do the work for \$73,500 and would donate the tree clearing/removal, but the City would be responsible to get the easement across the property in between and complete the land restoration/seeding. City staff to meet on this Wed. June 24th, assumed Parks, Utilities and Cobblestone would basically be a three-way split for the work. As Park gets the benefit of detention, same as other properties and the water feature and trail bed, we were hoping they could also complete the seeding/strawing.

While we were acquiring the Easement, Utilities said they needed to loop a water line through the property, so I have developed a 20’ temporary easement across the property as well and have met with property owners on both easements. They are in possession of the easements currently and are reviewing them with their attorney at this point. I am hopeful to have the easement obtained next week and have Utilities complete the water line first with Sapp starting the retention basin around the first week of August.

Health Department

-Demolition – We have an agreement with Mr. Holman for this work and to help them with costs to make this project happen and get rid of the deteriorated and obsolete Woodland Hospital/Health Department. As you know Mr. Holman purchased and submitted a plan to demo and construct independent living facility there. Plans were approved and the City helped fund the asbestos removal. We were approaching the deadline on our agreement with Mr. Holman and our office was working hard to push him into action. They have since started and are making good progress on the demolition at this time.

-Dirt Mound – as part of this work, there will be a major excavation to repair a deep sewer main that is currently under the hospital and will be under the new proposed facility. This excavation and backfill of current basements will require a significant amount of soil which has been piled on site for several months now. Some measures have been taken to control runoff, however there is still soil leaving the site. Stormwater dept. is pressing the owner to get this taken care of and I have been pressing Mr. Holman as well to correct. At this point, I have directed Mr. Holman

to work directly with Stormwater. I believe they have a date yet in July to have the dirt used or moved offsite.

Shepherd Brothers Blvd Sidewalk – DMC has started on the project as of Wednesday the 10th and will be making first concrete pour on Thursday the 11th, starting at Quail Haven. The sidewalk will be 5' wide and we are looking at adding a strobing cross walk signal to Morley for safety. There should be enough funds to complete that and a painted crosswalk. Larry Schnell with Lantern Pointe has started his section of sidewalk from Williams to the RR tracks. The total project will cover over 3,100'.

Harrison & Garfield – The water lines and water mains are completed; they are starting on the install of the stormwater system on Harrison. We have a new change order on the agenda for this project. Due to the continuing deterioration of Garfield during the 2+ years of working to get the grant with required surveys and then design, etc., the water pooling in the curb and the freeze/thaws under the edge of pavement made the curb in the North two block of the project that we anticipated leaving in place, not useable. As a result, we are having to add approximately \$65,000 worth of curb and gutter to the project. In looking at the project with the curbs torn out, we were able to access the overall conditions of the pavement and determined that we could backfill the road cuts with aggregate and have our overlay contractors clean and put additional asphalt in these areas when we do the overlay. This cut our more than the cost of the additional curb work. As a result of the additional curb and elimination of the concrete/asphalt patch work there was some additional cost for the tear out of the adjoining sidewalks/driveways and additional aggregate backfill to replace the other materials. We also added extensive ditching and replacement of driveway culverts to get the North block of Harrison (which was originally out of the scope of this project) to drain properly. I am happy to say that we have added considerable improvements to full length of both streets and have a change order reducing the overall price.

Morley & Hwy 24 – S&A is making steady progress up the West side of Morley. They started at Coates street and are working North. They are working near the Super Wash at this point and have been very flexible to work with and coordinate with City concerns and the adjacent businesses. With all the interruptions to businesses and disruptions to their water service for the service line change overs, there we expected heavy complaints. So far, we have had minimal issues and I hope that continues.

Shepherd Brothers Blvd – DMC is making quick work of the sidewalk project. They have everything completed on the sidewalk except the curb and approaches in front of the concrete plant, and then finishing up backfill grading, seed & mulch. The recent heavy rains were good for pointing out the areas that needed attention on drainage, DMC marked the areas so that they could address when the soil dried out.

DMC started at Quail Haven and completed up to the RR tracks. Larry Schnell constructing the sidewalk on West side of the tracks. All the materials are being paid for by outside donation funds through NOMO. If funding allows, we are looking at solar push button pedestrian crossing signs on Morley.

I-Green – At this point they are working with EDC to get the details worked out for the 12-acre lettuce growing facility. They are also inquiring about purchasing 3.5 acres on the NW corner of the industrial park for three residential homes for them as the owner to reside upon. They have discussed constructing homes out of shipping containers, which we have been looking into and if done right can be very nice and unique housing. I have the code office looking into how we could handle building code for those and the best option for zoning the NW corner of the industrial park for that purpose. We are leaning towards R-3 residential. I will know more once we receive a formal rec

housing on-site through construction for management and security. This is not too unusual and should not be a problem.

Plumrose – ES&S working with Mt Carmel has the base all prepped at Plumrose. They have hauled out thousands of yards of soil to the airport and dozens of truck loads of topsoil to our West outer road site. ES&S was the low bidder for the airport runway reconstruction project and determined that they needed an additional 3,000 cu. yards of material for it, so they hauled the additional material over from Plumrose. They have made arrangements with the tenant farmer for the crop damage. The Special Road District contacted me to see if we could assist them in collecting a few thousand dollars for rock they had to bring in to support the County road impact from all the trucks that came in and out for the dirt. I explained that this was a contract between Plumrose and ES&S, and ES&S felt that it was a public road that SRD had to maintain anyhow.

Glass Recycling – All of the equipment has been acquired, labelled set in place, signs up, cameras up and accepting glass. We have been getting a fair amount of material, but it will take a little time for people not to be tossing in the containers be it boxes, bags, etc. that they transport the material to the site with. While these bins work well for residents, they are not ideal for large glass consumers like bars and restaurants that have excessive bottles from beer, etc. We will continue to look at ways to make glass recycling a better option for them. Thanks to DNR, Mark Twain Solid Waste District, Advanced Disposal and Ripple Glass for the funding, assistance and partnership in the program. Thanks to Emily Furlong for stay on top of this and pulling it together to make it work.

Airport – ES&S was awarded this work. This year will mainly be prep work and possibly some electrical/lighting. The official closure of the main runway for construction and demolition won't start until Spring of 2021. We were notified in June that the funding for the CARES monies at the airport was available. We have signed documents and returned but should be receiving \$30,000 to support or operations budget soon.

PR/Communications/Grant Specialist – Emily Goyea-Furlong – June Monthly Report

- Manage all City of Moberly social media accounts, City’s website
- Created press releases and dispersed them to media outlets
- Continued discussion regarding mural/banner project
- Virtually attended bi-weekly City Council meetings BCBH Coalition Meeting at Randolph Co. Health Dept. and participating in coalition
- Administering glass recycling grant, got the truck and trailers for the glass recycling in place.
- Correspondence with Omar Bradley EAA Chapter, continued creation of EAA chapter duties.
- NIMS trainings
- Continued promotion of Moberly Mess Busters.
- Continued creating historical walking tour app.
- Discussion, planning and execution of plans for COVID-19 response.
- Coordinated webinar for possible website switch.

Cemetery Department

There were four (4) grave lots sold; six (6) graves opened; and four (4) monument permit sold during the month of June.

B. Planning & Zoning Commission

Planning & Zoning Upcoming

-Industrial Park Housing – This is an anticipated application from I-Green for the owners/managers residences on the NW corner of the industrial park. We anticipate an application or at least discussion in July.

-Temporary Living facilities – This is a proposed ordinance for Temporary Living Facilities for the City of Moberly. We have received requests for overnight warming shelters and have completed research on this to draft an ordinance that was previously submitted to council members.

-Food Truck time limit parking – presently food trucks can set up at a location and operation with unrestricted time limits. These are portable vehicles and operations and are designed to be mobile and move from event to event, not set in same place for months or years. If that is the type of business they want to operate, they need to find a permanent structure and put a business in. The proposed ordinance would limit these food truck/trailers to a maximum of 30 consecutive days on a property and a maximum of 90 days per year on a property.

Cannabis Smoke regulations – This was drafted to provide some guidance for neighbors in close proximity, maybe a duplex, apartments, or narrow lots that would be impacted by frequent smoking of medical marijuana. These have been drafted and will be put back on work session for further review/discussion. Rather than a proactive format as some cities have taken, this would allow us to be reactive only if there is a problem.

C. Code Enforcement

Property Abatements - We have been sitting on numerous abatements around the community pending the inmates return. We were hopeful that it would be July. We do not have enough City staff to cover the abatements, as we are running behind on brush cutting, mowing, ditching and other duties now. I have asked the Code Office to put together a list of abatement and get quotes from outside groups to complete so that we can get this much-needed cleanups/abatement completed.

Month of June: Rick

- Completed 14 building inspections.
- Issued 14 permits to contractors
- Issued building permit on Plumrose at 100 McKeown Pkwy, started inspections.
- Received bid on completing asbestos cleanup on 209 W Coates.
- Worked on bids for abatement of 307 Terrill Rd.
- Abatement notices to 531 Farror for debris and vegetation and for dangerous building at 314 E Coates, porch roof removed. Property maintenance violation at 416 Taylor St, repairs are to be started.
- Mailed out and tagged 22 yards for vegetation violations, with 3 yards turned into abate.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and zoning matters.

Month of June: Karen

- 100 inspections and re-inspections.
- Attended Plan Review meeting when scheduled.
- Did more inspections and reinspection's this month than were done in the past couple.

Month of June: Aaron

- During the month of June, time was spent answering questions to contractors, answering questions about current city codes, and brushing up on inspection knowledge and researching electrical codes. I continued to research on Food Truck ordinances and looking into the upcoming code changes to electrical codes with the new 2020 NEC to be published soon. I also spent time working on CDBG information for the demolition of structures and clearing properties (3 with banks and state agencies) and writing reports (5-6). Several reminders of outstanding code issues were sent out and several new issues that have been identified were also addressed.
- Commercial and Residential inspections along with planning and zoning activity. (plan reviews: 0 zoning reviews:5 permits issued: 37 Commercial Inspections: 5 Residential Inspections: 19 Historic Preservation Inquiries: 2 Business License Reviews: 2
- I identified 11 3-5 more issues from code enforcement activity that were started. Lengthy timelines have been given to code violations this month to accommodate the CoVID 19 crisis. Those that did not cleanup are being added to a list of abatements that are ready to attack when manpower is available. With the increased time we are still seeing compliance even if it is slower moving. Several commercial locations that were communicated with and none are making progress on corrections to code violations. Others were notified and no response received which will be taken a step further in the coming months. Grass notices more than 50 letters started going out and kept us busy between all the inspections and reviews. Major items that are being monitored also include: Moberly Inn – No progress or activity; Storage on Sturgeon St – holes in siding have been patched, no communication received on intentions; OLD KFC building – no repairs after second notice sent; Downtown Property Maintenance – have spoken with three others about coming improvements to their buildings; CDBG Demolition Grant – receiving contributions and asbestos sampling of properties to begin the first week of July.

City of Moberly - Street Department					
Man-Hours Allocated by Task, Materials Used & Purchased - Month & Year					
MAINTENANCE FACILITY					
	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	15	0	198	0	\$0.00
Sand, Salt, & Geomelt Mixing	0	0	0	0	\$0.00
Tub Grinder Operation	14	0	0	0	\$0.00
Winter Weather Equipment Preparations	0	0	0	0	\$0.00
ROADS & ALLEYWAYS					
	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	28	0	0	7	\$0.00
Catch Basin Maintenance	128	0	2	0	\$0.00
Crack Sealing	323	0	375	4.5	\$0.00
Culvert Flushing	16	0	6	0	\$0.00
Culvert Installation	158	0	0	15	\$0.00
Curb Repair	118	0	0	0	\$0.00

#13.

Ditch Maintenance	72	0	0	0	\$0.00
Ice & Snow Removal	0	0	0	0	\$0.00
Milling	0	0	0	0	\$0.00
Mowing, Right-Of-Ways	83	0	0	0	\$0.00
Rock Loaded/Hauled	8	0	0	0	\$0.00
Street Repair & Maintenance	83	0	1	6.5	\$0.00
Street Sign Maintenance	38	0	0	0	\$0.00
Street Sweeper Operation	29	0	6	0	\$0.00
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	16	0	3	0	\$0.00
Weedeating & Brush Removal, Streets	94	0	2	0	\$0.00
Weedkiller Application, Alleys	40	0	0	0	\$0.00
Weedkiller Application, Streets	8	0	0	0	\$0.00
MISCELLANEOUS					
	Hours	O/T	Loads	Tons	Cost
Inmate Labor	0	0	0	0	\$0.00
Mowing, City Lots	127	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	36	0	0	0	\$0.00
Sidewalk Maintenance	12	0	19	0	\$0.00
Trash Removal & Clean-Up, Downtown	14	0	38	0	\$0.00
Trash Removal & Clean-Up, All Wards	0	0	0	0	\$0.00
FACILITIES & EQUIPMENT MAINTENANCE					
	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	10	0	0	0	\$0.00
Building Maintenance	0	0	0	0	\$0.00
Cemetery Maintenance	1224	0	0	0	\$0.00
Grounds Maintenance	41	0	0	0	\$0.00
Landfill Maintenance	0	0	0	0	\$0.00
Maintenance Facility Maintenance	0	0	0	0	\$0.00
Wash Trucks & Equipment	0	0	0	0	\$0.00
MATERIALS PURCHASED					
	Loads	Tons	Cubic Yards	Gallons	Cost
Asphalt	0	0	0	0	\$0.00
Road Marking Paint, White	0	0	0	0	\$0.00
Road Marking Paint, Yellow	0	0	0	0	\$0.00
Salt		0	0	0	\$0.00

Sand	0	0	0	0	\$0.00	#13.
MECHANIC WORK PERFORMED						
	Units	Hours				
Routine Service	9	23				
Maintenance And Repair	18	54				

To: Moberly City Council; Brian Crane, City Manager
From: Greg Hodge, Director of Finance 
Subject: Monthly Report – June 2020

General Information

June is traditionally a hectic month in the Finance Department, and 2020 was no exception. There are final bills to be paid, evaluation of the current budget for a possible budget amendment, and getting the new budget finalized and adopted before July 1. It was truly a team effort involving all department heads, the City Manager, and the City Council. I thank everyone for the hours spent making decisions on how to get more done with less, the collective wisdom shared throughout the process, and for the patience and understanding as we made tough choices and offered different points of view.

Finance also spent time preparing for events later this calendar year. Matt worked most of the month on items related to the August 3 arrival of the auditors for part one of the annual financial audit. This was in addition to the regular duties of preparing the monthly accounting entries and adjustments, plus items related to the end of the 2019-2020 fiscal year. We are scheduled to have the audit process completed in September this year, which will be a refreshing change from the usual crunch-time close to the December 31 completion deadline.

Sales Tax Revenues

Charts for each sales and use tax fund are included for your review. Below are the comparisons of current YTD to prior YTD.

General Fund	+25.16%	Parks	+25.46%	Capital Improvement	+25.46%
Transportation	+25.46%	Use Tax	-7.89%	Downtown CID	-9.24%

Employee Health Insurance

Health claims	\$74,179.82	Pharmaceutical claims	\$17,099.13
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Health Insurance Budgeted Line Items (. **.5103)**

<u>Contribution This Month</u>	<u>Contributions YTD</u>	<u>Budget</u>	<u>Remaining</u>
\$107,017.78	\$1,351,028.37	\$1,441,304.54	\$90,276.17

Health Trust Fund Cash Balance

	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
July	\$845,859.67	\$868,756.32	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58
August	\$844,809.45	\$874,161.89	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52
September	\$772,680.01	\$974,093.54	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95
October	\$924,366.04	\$946,611.09	\$1,008,278.61	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66
November	\$916,526.48	\$983,197.01	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25
December	\$921,527.48	\$999,278.76	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89
January	\$949,084.37	\$1,000,000.00	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79
February	\$901,141.11	\$996,307.51	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27
March	\$1,001,141.14	\$1,000,000.00	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37
April	\$928,865.80	\$880,223.00	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28
May	\$924,669.38	\$899,497.24	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95	\$309,247.58
June	\$989,424.83	\$911,402.69	\$1,000,000.00	\$807,724.83	\$569,163.71	\$512,223.04	\$360,812.59

TO THE HONORABLE MAYOR
and
CITY COUNCIL
of the
CITY OF MOBERLY, MISSOURI



Per RSMo 78.620 I have hereby filed an itemized statement of receipts and expenditures with the City Clerk for your review upon request.

I submit herein a summary of the business transactions for the month of

June 2020

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

Gregory L. Hodge, City Treasurer

City of Moberly Cash Balance Report - June 2020

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,353,842.88	505,615.38		659,748.62	363,709.59	836,000.05
102	Non-Resident Lodging Tax	161,342.17	4,884.23	679.61	11,606.80	-	155,299.21
105	Payroll	514,998.89	19.54	-	(22,509.53)	-	537,527.96
110	Solid Waste	748,058.82	91,155.30	-	241,439.58	-	597,774.54
114	Heritage Hills Golf Course	2,826.78	679.61	-	3,506.39	-	-
115	Parks and Recreation	13,971.20	56,975.12	56,195.07	112,573.19	48,981.61	(34,413.41)
116	Park Sales Tax	436,517.28	129,894.17	-	(11.25)	56,874.68	509,548.02
120	Airport	(153,998.96)	18,587.83	-	57,976.06	3,235.12	(196,622.31)
125	Perpetual Care Cemetery Sales	6,711.23	350.00	-	-	-	7,061.23
126	Perpetual Care Cemetery Investment	479,416.65	17.12	-	-	-	479,433.77
137	Use Tax Trust	248,635.37	8.75	-	-	-	248,644.12
140	Veterans Memorial Flag Project	40,042.43	1.41	-	27.23	-	40,016.61
141	Community Betterment	3,362.59	-	-	-	-	3,362.59
300	Utilities Collection	113,990.37	457,041.75	-	3,871.99	567,160.13	-
301	Utilities Operation and Maintenance	60,674.76	-	266,571.15	267,189.03	100,578.27	(40,521.39)
302	Utilities Replacement	652,334.25	-	4,083.33	-	-	656,417.58
303	Utilities Operating Reserve	973,654.65	-	215,233.67	29,777.27	-	1,159,111.05
306	Utilities Consumer Security	203,954.42	2,894.88	-	-	-	206,849.30
307	Sugar Creek Lake Fund	56,995.17	2.01	-	-	-	56,997.18
377	2004B SRF Bonds Debt Service	1,067,509.90	37.59	43,896.46	37,639.16	-	1,073,804.79
378	2006A SRF Bonds Debt Service	1,542,634.35	54.32	37,375.52	28,093.71	-	1,551,970.48
379	2004C Bond Debt Service	66,523.40	2.34	29,464.17	24,930.63	-	71,059.28
380	2008A Bonds Debt Service	36,094.62	1.27	15,032.21	-	-	51,128.10
381	ESP Projects Debt Service	(3,656.81)	-	-	-	-	(3,656.81)
Escrow		<u>1,016,643.73</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,016,643.73</u>
Total CWWSS (funds 300-380)		5,870,118.46	460,034.16	611,656.51	391,501.79	667,738.40	5,882,568.94
304	Capital Improvement Trust	1,434,785.86	115,339.53	-	56,365.94	379,667.98	1,114,091.47

City of Moberly Cash Balance Report - June 2020

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
400	911 Emergency Telephone	(29,693.91)	18,451.76	50,000.00	35,425.39	18,348.41	(15,015.95)
406	Inmate Security Fund	13,336.71	18.47	-	-	-	13,355.18
408	Police Forfeiture Fund	4,320.59	-	-	-	-	4,320.59
600	Transportation Trust	1,155,284.51	179,612.60	335,171.60	136,581.25	-	1,533,487.46
601	Street Improvement	621,437.89	26,064.95	-	12,738.94	-	634,763.90
900	MODAG Grant/Loan	21,782.44	0.77	-	-	-	21,783.21
901	Misc. Project Residuals	47,686.41	102,315.27	-	-	-	150,001.68
903	Ameren MO Solar Rebates	362,670.00	-	-	-	-	362,670.00
905	ICSC/Buxton Scholarship	6,622.33	0.24	-	-	-	6,622.57
908	Railcar Preservation Fund	587.17	0.02	-	-	-	587.19
909	Lucille Manor CDBG Reimbursement	205,496.40	1,909.33	-	-	-	207,405.73
911	Downtown CID Sales Tax	11,413.19	17,548.53	-	775.00	-	28,186.72
912	Downtown CID Property Tax	214,237.85	5,137.45	-	5,000.00	-	214,375.30
995	Health Trust	309,247.58	183,171.79	-	131,606.78	-	360,812.59
995	Investments	-	-	-	-	-	-
Total Health Trust		309,247.58	183,171.79	-	131,606.78	-	360,812.59
Total Cash		14,022,295.16	1,917,793.33	1,053,702.79	1,834,352.18	1,538,555.79	13,620,883.31
Less Escrow Accounts		(1,016,643.73)					(1,016,643.73)
Less Investments		-					-
Less Petty Cash		(2,950.00)					(2,950.00)
Net Cash per Bank Cash Report		13,002,701.43	1,917,793.33	1,053,702.79	1,834,352.18	1,538,555.79	12,601,289.58

City of Moberly Budget Comparison Report - June 2020

Fund #	Fund Name	Percentage of Year Completed								100.00%
		Revenues				Expenditures				
		Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	505,615.38	7,407,886.79	8,010,522.57	92.48%	723,151.50	7,926,940.64	8,010,522.57	98.96%	
102	Non-Resident Lodging Tax	5,563.84	94,289.20	110,300.00	85.48%	11,606.80	109,531.20	109,100.00	100.40%	
105	Payroll	19.54	6,138.30	0.00	0.00%	15,446.46	-6,772.59	0.00	0.00%	
110	Solid Waste	91,155.30	1,077,577.21	1,050,683.23	102.56%	238,054.89	1,220,394.92	1,402,498.88	87.02%	
114	Heritage Hills Golf Course	679.61	187,284.09	190,000.00	98.57%	3,506.39	187,284.09	190,000.00	98.57%	
115	Parks and Recreation	113,170.19	2,230,026.39	2,245,949.08	99.29%	113,158.94	2,230,026.39	2,245,949.09	99.29%	
116	Park Sales Tax	129,894.17	1,373,008.62	1,302,100.00	105.45%	56,874.68	1,550,016.84	1,329,649.08	116.57%	
120	Airport	18,587.83	488,878.78	746,461.73	65.49%	48,798.54	687,822.33	746,461.73	92.14%	
125	Perpetual Care Cemetery Sales	350.00	6,775.00	20,000.00	33.88%	0.00	0.00	20,000.00	0.00%	
126	Perpetual Care Cemetery Investment	17.12	5,433.77	28,700.00	18.93%	0.00	0.00	6,000.00	0.00%	
140	Veterans Memorial Flag Project	1.41	2,705.43	6,250.00	43.29%	27.23	2,776.40	3,500.00	79.33%	
300	Utilities Collection	457,041.75	5,556,793.75	5,963,915.29	93.17%	462,202.74	5,561,433.71	5,933,915.29	93.72%	
301	Utilities Operation and Maintenance	266,571.15	3,473,099.20	4,537,171.70	76.55%	266,571.15	3,473,717.08	4,537,171.70	76.56%	
302	Utilities Replacement	4,083.33	48,999.96	59,000.00	83.05%	0.00	57,538.55	59,000.00	97.52%	
303	Utilities Operating Reserve	107,932.10	1,078,203.69	380,502.02	283.36%	29,777.27	454,145.54	820,317.31	55.36%	
304	Capital Improvement Trust	115,339.53	1,214,893.65	1,212,800.00	100.17%	436,033.92	1,172,914.81	2,210,281.50	53.07%	
307	Sugar Creek Lake Fund	2.01	1,594.34	2,500.00	63.77%	0.00	0.00	0.00	0.00%	
377	2004B SRF Bonds Debt Service	43,934.05	538,418.84	544,757.50	98.84%	37,639.16	464,995.44	480,325.00	96.81%	
378	2006A SRF Bonds Debt Service	37,429.84	465,099.65	473,606.25	98.20%	28,093.71	336,717.63	409,187.50	82.29%	
379	2004C Bond Debt Service	29,466.51	354,136.89	353,920.00	100.06%	24,930.63	322,278.32	322,700.00	99.87%	
380	2008A Bonds Debt Service	15,033.48	180,806.78	180,686.50	100.07%	0.00	158,589.87	164,760.45	96.25%	
381	ESP Projects Debt Service		0.00	5,000.00	0.00%	0.00	3,656.81	5,000.00	73.14%	
400	911 Emergency Telephone	68,451.76	465,575.50	715,600.00	65.06%	35,425.39	678,426.35	701,712.75	96.68%	
406	Inmate Security Fund	18.47	782.33	1,400.00	55.88%	0.00	0.00	0.00	0.00%	
600	Transportation Trust	514,784.20	1,762,100.60	2,499,700.00	70.49%	146,090.52	1,661,373.22	2,699,025.00	61.55%	
601	Street Improvement	26,064.95	396,860.75	393,700.00	100.80%	12,738.94	232,651.43	359,625.00	64.69%	
903	Ameren MO Solar Rebates	0.00	416,130.00	0.00	0.00%	0.00	53,460.00	0.00	0.00%	
905	ICSC/Buxton Scholarship	0.24	74.95	0.00	0.00%	0.00	0.00	0.00	0.00%	

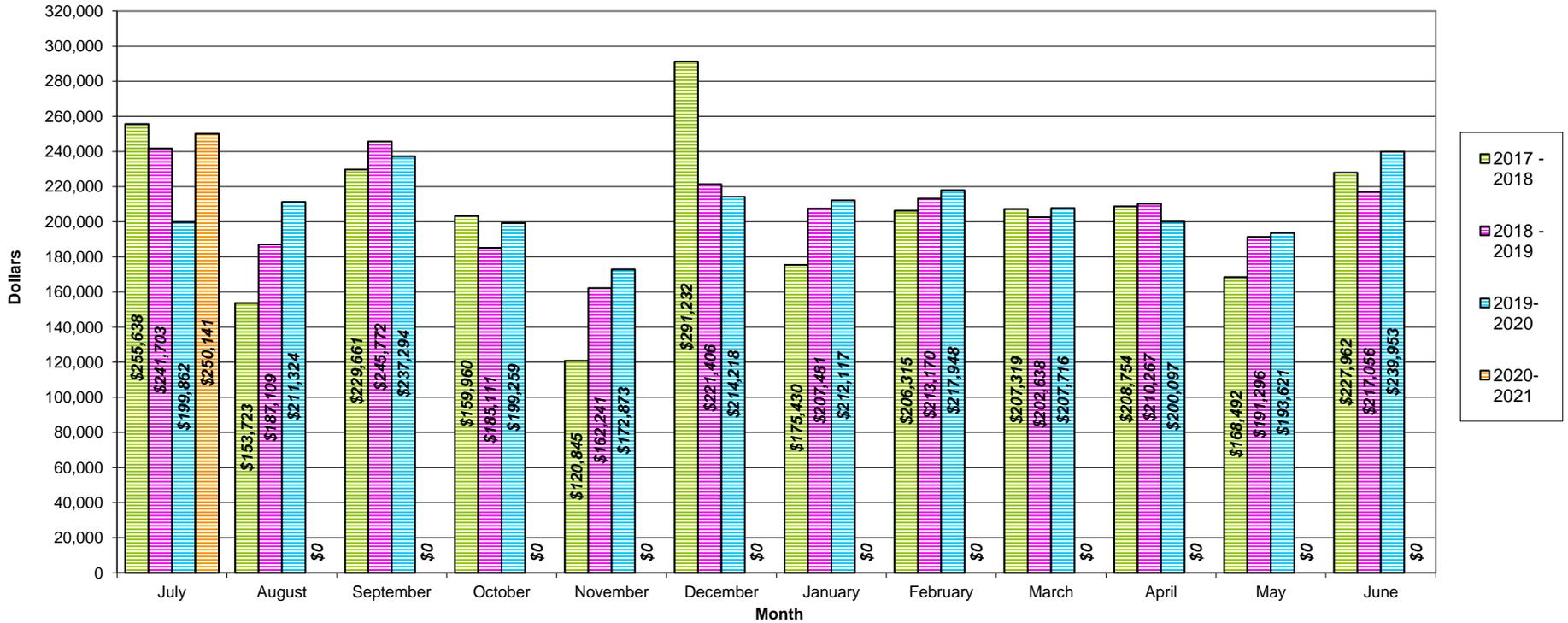
City of Moberly Budget Comparison Report - June 2020

		Percentage of Year Completed								100.00%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
908	Railcar Preservation Fund	0.02	6.71	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	1,909.33	24,981.20	25,525.20	97.87%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	3,762.33	68,102.27	62,760.00	108.51%	775.00	34,467.80	62,760.00	54.92%	
912	Downtown CID Property Tax	4,080.00	212,168.81	280,350.00	75.68%	5,000.00	65,526.08	280,350.00	23.37%	
995	Health Trust	183,171.79	1,807,083.74	0.00	0.00%	131,606.78	1,958,494.19	0.00	0.00%	
TOTALS		2,744,131.23	30,945,917.09	31,403,861.07	98.54%	2,827,510.64	30,598,407.05	33,109,812.85	92.41%	

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

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.44%	\$255,638	22.82%	22.82%	9.73%	\$241,703	-5.45%	-5.45%	7.97%	\$199,862	-17.31%	-17.31%	100.00%	\$250,141	25.16%	25.16%
August	6.28%	\$153,723	-3.98%	11.17%	7.53%	\$187,109	21.72%	4.75%	8.43%	\$211,324	12.94%	-4.11%	0.00%	\$0		
September	9.38%	\$229,661	-6.04%	4.31%	9.89%	\$245,772	7.02%	5.57%	9.47%	\$237,294	-3.45%	-3.87%	0.00%	\$0		
October	8.30%	\$203,337	4.47%	4.35%	7.45%	\$185,111	-8.96%	2.06%	7.95%	\$199,259	7.64%	-1.39%	0.00%	\$0		
November	4.94%	\$120,845	-16.62%	1.15%	6.53%	\$162,241	34.26%	6.10%	6.90%	\$172,873	6.55%	-0.13%	0.00%	\$0		
December	11.89%	\$291,232	49.86%	9.41%	8.91%	\$221,406	-23.98%	-0.88%	8.55%	\$214,218	-3.25%	-0.68%	0.00%	\$0		
January	7.16%	\$175,430	-27.94%	2.87%	8.35%	\$207,481	18.27%	1.47%	8.46%	\$212,117	2.23%	-0.27%	0.00%	\$0		
February	8.43%	\$206,315	17.51%	4.51%	8.58%	\$213,170	3.32%	1.70%	8.70%	\$217,948	2.24%	0.05%	0.00%	\$0		
March	8.47%	\$207,319	2.25%	4.25%	8.15%	\$202,638	-2.26%	1.25%	8.29%	\$207,716	2.51%	0.32%	0.00%	\$0		
April	8.53%	\$208,754	10.15%	4.82%	8.46%	\$210,267	0.72%	1.20%	7.98%	\$200,097	-4.84%	-0.20%	0.00%	\$0		
May	6.88%	\$168,492	-4.09%	4.09%	7.70%	\$191,296	13.53%	2.14%	7.73%	\$193,621	1.22%	-0.08%	0.00%	\$0		
June	9.31%	\$227,962	20.91%	5.45%	8.73%	\$217,056	-4.78%	1.49%	9.57%	\$239,953	10.55%	0.85%	0.00%	\$0		
Total	100.00%	\$2,448,705			100.00%	\$2,485,248			100.00%	\$2,506,282			100.00%	\$250,141		

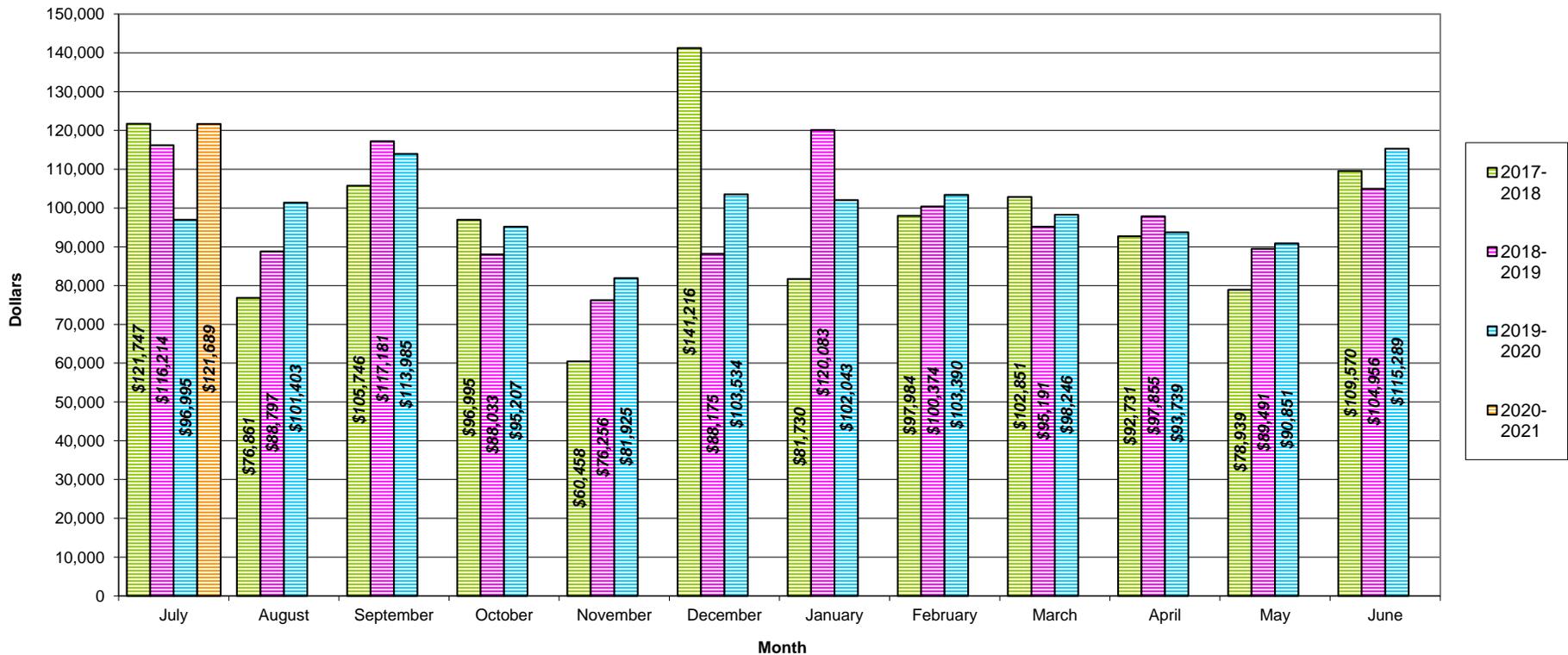
Annual Comparison by Month



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

	2017-2018				2018-2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,747	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	100.00%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	0.00%			
September	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	0.00%			
October	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,033	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	0.00%			
November	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	0.00%			
December	12.10%	\$141,216	52.62%	9.54%	7.46%	\$88,175	-37.56%	-4.70%	8.65%	\$103,534	17.42%	3.20%	0.00%			
January	7.00%	\$81,730	-29.92%	2.64%	10.15%	\$120,083	46.93%	1.46%	8.53%	\$102,043	-15.02%	0.05%	0.00%			
February	8.40%	\$97,984	12.39%	3.77%	8.49%	\$100,374	2.44%	1.58%	8.64%	\$103,390	3.00%	0.42%	0.00%			
March	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,191	-7.45%	0.53%	8.21%	\$98,246	3.21%	0.72%	0.00%			
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,855	5.53%	1.01%	7.83%	\$93,739	-4.21%	0.23%	0.00%			
May	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.93%	7.59%	\$90,851	1.52%	0.34%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.35%	9.63%	\$115,289	9.85%	1.18%	0.00%			
Total	100.00%	\$1,166,827			100.00%	\$1,182,605			100.00%	\$1,196,607			100.00%	\$121,689		

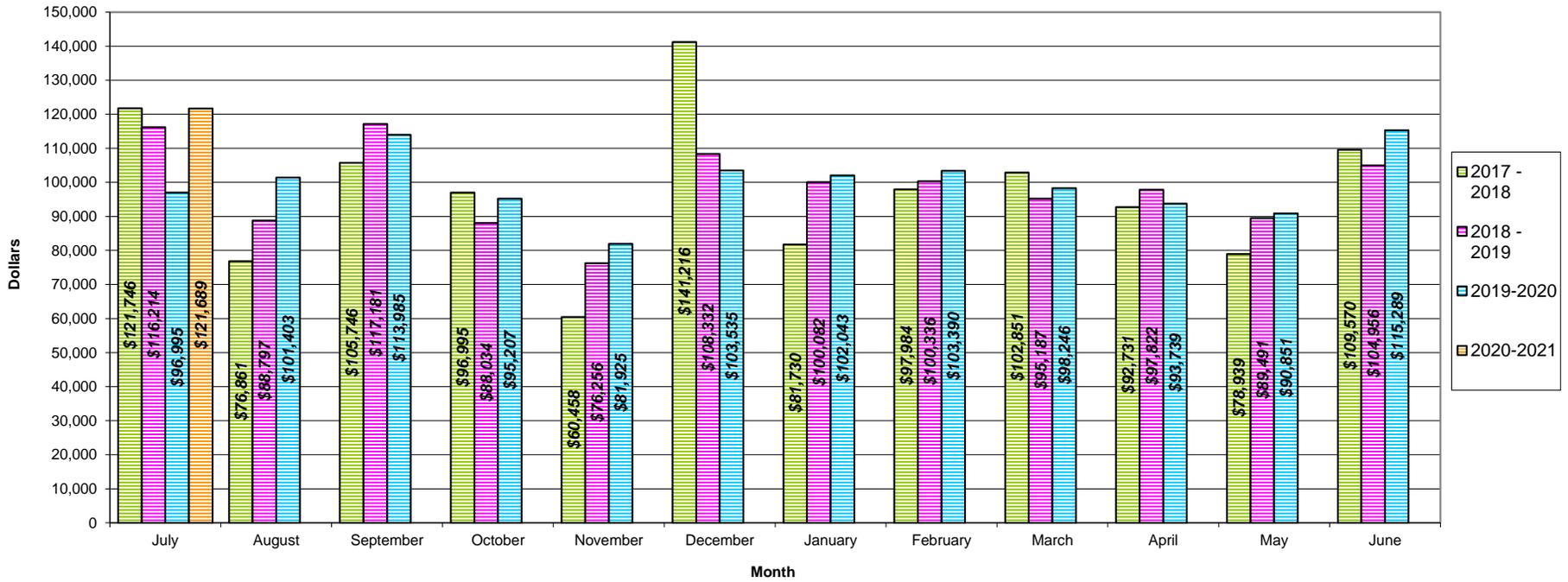
Annual Comparison by Month



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

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	100.00%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.17%	9.94%	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	0.00%			
September	9.06%	\$105,746	-7.21%	3.31%	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	0.00%			
October	8.31%	\$96,995	5.23%	3.77%	7.44%	\$88,034	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	0.00%			
November	5.18%	\$60,458	-15.09%	0.83%	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	0.00%			
December	12.10%	\$141,216	52.62%	9.54%	9.16%	\$108,332	-23.29%	-1.36%	8.65%	\$103,535	-4.43%	-0.30%	0.00%			
January	7.00%	\$81,730	-29.92%	2.64%	8.46%	\$100,082	22.45%	1.48%	8.53%	\$102,043	1.96%	0.03%	0.00%			
February	8.40%	\$97,984	12.39%	3.77%	8.48%	\$100,336	2.40%	1.60%	8.64%	\$103,390	3.04%	0.41%	0.00%			
March	8.81%	\$102,851	12.50%	4.71%	8.05%	\$95,187	-7.45%	0.55%	8.21%	\$98,246	3.21%	0.71%	0.00%			
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.01%	7.83%	\$93,739	-4.17%	0.23%	0.00%			
May	6.77%	\$78,939	-8.27%	3.39%	7.57%	\$89,491	13.37%	1.94%	7.59%	\$90,851	1.52%	0.33%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,956	-4.21%	1.36%	9.63%	\$115,289	9.85%	1.18%	0.00%			
Total	100.00%	\$1,166,827			100.00%	\$1,182,688			100.00%	\$1,196,609			100.00%	\$121,689		

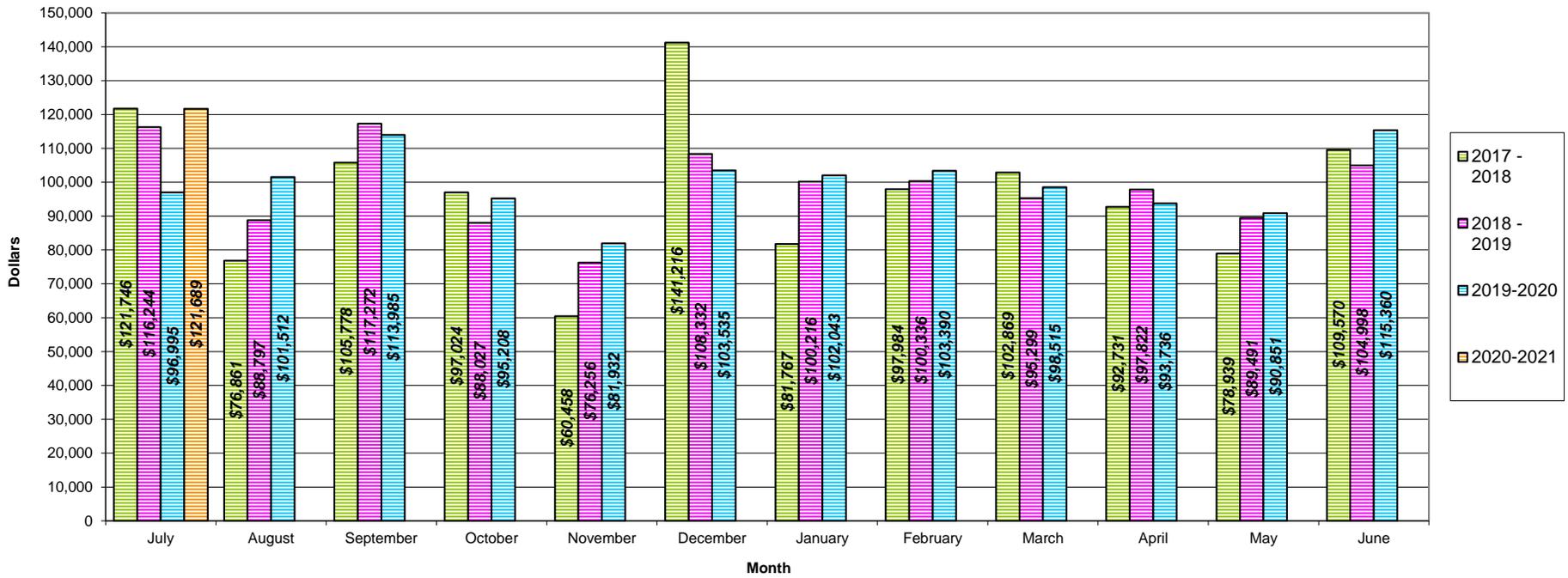
Annual Comparison by Month



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

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	10.43%	\$121,746	20.22%	20.22%	9.83%	\$116,244	-4.52%	-4.52%	8.10%	\$96,995	-16.56%	-16.56%	100.00%	\$121,689	25.46%	25.46%
August	6.59%	\$76,861	-3.21%	9.92%	7.51%	\$88,797	15.53%	3.24%	8.48%	\$101,512	14.32%	-3.19%	0.00%			
September	9.06%	\$105,778	-7.18%	3.31%	9.91%	\$117,272	10.87%	5.89%	9.52%	\$113,985	-2.80%	-3.05%	0.00%			
October	8.31%	\$97,024	5.26%	3.77%	7.44%	\$88,027	-9.27%	2.22%	7.95%	\$95,208	8.16%	-0.64%	0.00%			
November	5.18%	\$60,458	-15.16%	0.83%	6.45%	\$76,256	26.13%	5.35%	6.84%	\$81,932	7.44%	0.62%	0.00%			
December	12.10%	\$141,216	52.62%	9.53%	9.16%	\$108,332	-23.29%	-1.35%	8.65%	\$103,535	-4.43%	-0.30%	0.00%			
January	7.01%	\$81,767	-29.89%	2.64%	8.47%	\$100,216	22.56%	1.50%	8.52%	\$102,043	1.82%	0.01%	0.00%			
February	8.40%	\$97,984	12.36%	3.76%	8.48%	\$100,336	2.40%	1.62%	8.64%	\$103,390	3.04%	0.39%	0.00%			
March	8.82%	\$102,869	12.52%	4.71%	8.06%	\$95,299	-7.36%	0.57%	8.23%	\$98,515	3.37%	0.71%	0.00%			
April	7.95%	\$92,731	2.14%	4.46%	8.27%	\$97,822	5.49%	1.04%	7.83%	\$93,736	-4.18%	0.23%	0.00%			
May	6.76%	\$78,939	-8.28%	3.39%	7.56%	\$89,491	13.37%	1.96%	7.59%	\$90,851	1.52%	0.33%	0.00%			
June	9.39%	\$109,570	21.54%	4.86%	8.87%	\$104,998	-4.17%	1.38%	9.64%	\$115,360	9.87%	1.18%	0.00%			
Total	100.00%	\$1,166,944			100.00%	\$1,183,089			100.00%	\$1,197,062			100.00%	\$121,689		

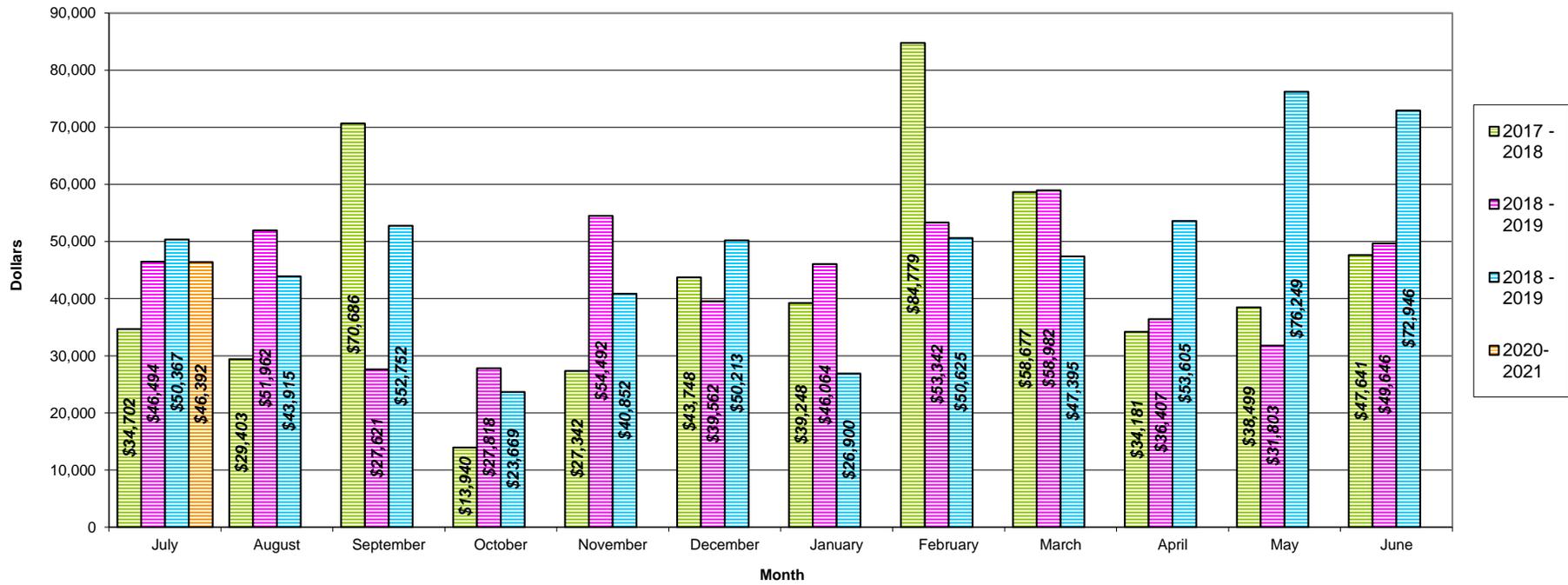
Annual Comparison by Month



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

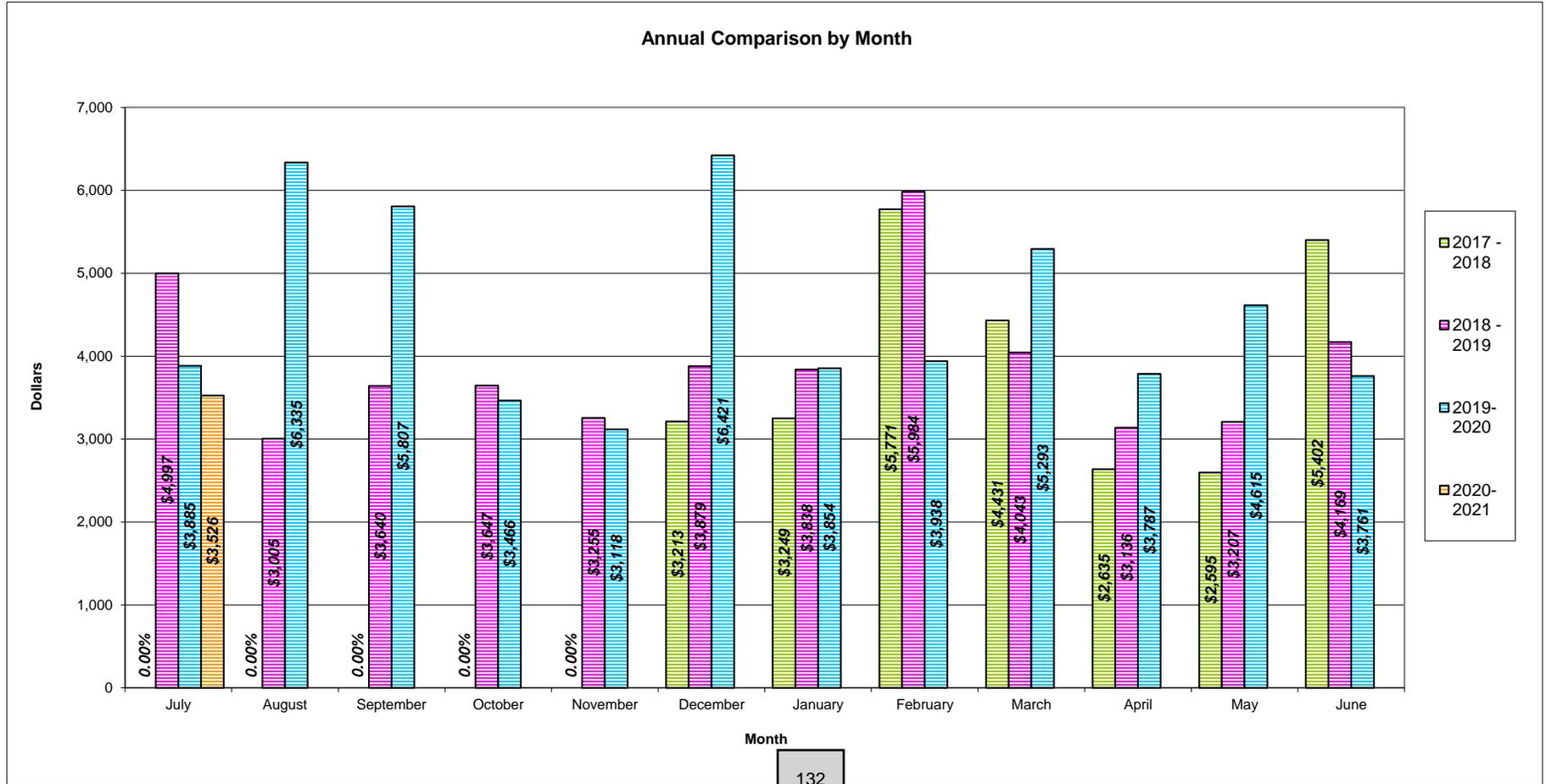
	2017 - 2018				2018 - 2019				2018 - 2019				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	6.64%	\$34,702	-23.47%	-23.47%	8.87%	\$46,494	33.98%	33.98%	8.54%	\$50,367	8.33%	8.33%	100.00%	\$46,392	-7.89%	-7.89%
August	5.62%	\$29,403	-32.61%	-27.95%	9.91%	\$51,962	76.73%	53.59%	7.45%	\$43,915	-15.49%	-4.24%	0.00%			
September	13.52%	\$70,686	78.65%	4.86%	5.27%	\$27,621	-60.92%	-6.46%	8.95%	\$52,752	90.99%	16.62%	0.00%			
October	2.67%	\$13,940	-55.83%	-7.10%	5.31%	\$27,818	99.55%	3.47%	4.02%	\$23,669	-14.91%	10.92%	0.00%			
November	5.23%	\$27,342	-24.85%	-10.39%	10.40%	\$54,492	99.30%	18.35%	6.93%	\$40,852	-25.03%	1.52%	0.00%			
December	8.37%	\$43,748	21.34%	-5.47%	7.55%	\$39,562	-9.57%	12.80%	8.52%	\$50,213	26.92%	5.57%	0.00%			
January	7.51%	\$39,248	-11.40%	-6.42%	8.79%	\$46,064	17.37%	13.49%	4.56%	\$26,900	-41.60%	-1.82%	0.00%			
February	16.21%	\$84,779	19.54%	-1.12%	10.18%	\$53,342	-37.08%	1.02%	8.59%	\$50,625	-5.09%	-2.32%	0.00%			
March	11.22%	\$58,677	26.62%	2.14%	11.25%	\$58,982	0.52%	0.95%	8.04%	\$47,395	-19.65%	-4.84%	0.00%			
April	6.54%	\$34,181	10.17%	2.72%	6.95%	\$36,407	6.51%	1.38%	9.09%	\$53,605	47.24%	-0.55%	0.00%			
May	7.36%	\$38,499	-13.29%	1.21%	6.07%	\$31,803	-17.39%	-0.14%	12.93%	\$76,249	139.75%	8.85%	0.00%			
June	9.11%	\$47,641	28.48%	3.21%	9.47%	\$49,646	4.21%	0.26%	12.37%	\$72,946	46.93%	12.46%	0.00%			
Total	100.00%	\$522,845			100.00%	\$524,193			100.00%	\$589,488			100.00%	\$46,392		

Annual Comparison by Month



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

	2017 - 2018				2018 - 2019				2019-2020				2020-2021			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	NA	NA	NA	NA	10.68%	\$4,997	NA	NA	7.16%	\$3,885	-22.25%	-22.25%	100.00%	\$3,526	-9.24%	-9.24%
August	NA	NA	NA	NA	6.42%	\$3,005	NA	NA	11.67%	\$6,335	110.82%	27.72%	0.00%			
September	NA	NA	NA	NA	7.78%	\$3,640	NA	NA	10.70%	\$5,807	59.53%	37.67%	0.00%			
October	NA	NA	NA	NA	7.79%	\$3,647	NA	NA	6.39%	\$3,466	-4.97%	27.50%	0.00%			
November	NA	NA	NA	NA	6.96%	\$3,255	NA	NA	5.75%	\$3,118	-4.21%	21.93%	0.00%			
December	11.77%	\$3,213	NA	NA	8.29%	\$3,879	20.72%	20.72%	11.83%	\$6,421	65.55%	29.48%	0.00%			
January	11.90%	\$3,249	NA	NA	8.20%	\$3,838	18.14%	19.42%	7.10%	\$3,854	0.40%	25.23%	0.00%			
February	21.14%	\$5,771	NA	NA	12.79%	\$5,984	3.69%	12.00%	7.26%	\$3,938	-34.19%	14.20%	0.00%			
March	16.23%	\$4,431	NA	NA	8.64%	\$4,043	-8.74%	6.48%	9.75%	\$5,293	30.90%	16.06%	0.00%			
April	9.65%	\$2,635	NA	NA	6.70%	\$3,136	19.03%	8.20%	6.98%	\$3,787	20.74%	16.44%	0.00%			
May	9.51%	\$2,595	NA	NA	6.85%	\$3,207	23.58%	10.02%	8.50%	\$4,615	43.88%	18.50%	0.00%			
June	19.79%	\$5,402	NA	NA	8.91%	\$4,169	-22.83%	3.52%	6.93%	\$3,761	-9.77%	15.98%	0.00%			
Total	100.00%	\$27,296			100.00%	\$46,801			100.00%	\$54,280			100.00%	\$3,526		



City of Moberly Health Plan Trust
Comparative Profit & Loss Statement
June 2020

<u>Income</u>	<u>July 2019-June 2020</u>	<u>July 2018-June 2019</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	11,009.79	362.60	10,647.19	2936.35%
4901 Interest Income	13,340.55	12,324.20	1,016.35	8.25%
4950 Employer Contributions	1,351,028.37	1,104,972.37	246,056.00	22.27%
4951 Employee Contributions	250,336.32	211,248.96	39,087.36	18.50%
4952 Employee Cobra Payments	8,923.72	0.00	8,923.72	100.00%
4953 Reinsurance Refunds	<u>172,444.99</u>	<u>0.00</u>	<u>172,444.99</u>	<u>100.00%</u>
Total Income	1,807,083.74	1,328,908.13	478,175.61	35.98%
 <u>Expenditures</u>				
5415 Other Professional Services	1,240.00	2,020.00	(780.00)	-38.61%
5806 Miscellaneous	0.00	430.00	(430.00)	-100.00%
5817 Bank Fees	857.25	1,559.26	(702.01)	-45.02%
5850 Health Claims Paid	1,190,389.08	694,283.79	496,105.29	71.46%
5851 Pharmaceuticals	314,105.47	271,290.45	42,815.02	15.78%
5852 Reinsurance Premiums	329,187.85	283,301.38	45,886.47	16.20%
5853 Life Insurance Premiums	28,780.94	32,375.25	(3,594.31)	-11.10%
5854 Medical Claims Admin Fees	19,821.24	17,642.72	2,178.52	12.35%
5855 Dental Claims Admin Fees	4,904.25	8,463.03	(3,558.78)	-42.05%
5856 PPO Network Admin Fees	0.00	0.00	0.00	100.00%
5857 Dental Claims Paid	<u>69,208.11</u>	<u>74,482.92</u>	<u>(5,274.81)</u>	<u>-7.08%</u>
Total Expenditures	<u>1,958,494.19</u>	<u>1,385,848.80</u>	<u>572,645.39</u>	<u>41.32%</u>
Net Income (Loss)	<u>(151,410.45)</u>	<u>(56,940.67)</u>	<u>(94,469.78)</u>	<u>165.91%</u>

City of Moberly Health Plan Trust
Comparative Balance Sheet
June 30, 2020

<u>ASSETS</u>	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	360,812.59	212,223.04	148,589.55	70.02%
Total Current Assets	360,812.59	212,223.04	148,589.55	70.02%
Other Assets				
1300 Investments	0.00	300,000.00	(300,000.00)	-100.00%
Total Other Assets	0.00	300,000.00	(300,000.00)	-100.00%
TOTAL ASSETS	<u>360,812.59</u>	<u>512,223.04</u>	<u>(151,410.45)</u>	<u>-29.56%</u>
 <u>LIABILITIES & EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	512,223.04	569,163.71	(56,940.67)	-10.00%
Net Income (Loss)	(151,410.45)	(56,940.67)	(94,469.78)	165.91%
Total Equity	360,812.59	512,223.04	(151,410.45)	-29.56%
TOTAL LIABILITIES & EQUITY	<u>360,812.59</u>	<u>512,223.04</u>	<u>(151,410.45)</u>	<u>-29.56%</u>



City of

Police Department

Troy Link
Chief of Police
264th Session FBI Academy

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

**Division of Criminal Investigation
Monthly Report
June 2020**

1. Possession of Child Pornography: Suspect: RB, W/M, 67 yoa; Victim: None. (Unfounded).
2. Abuse/ Neglect of a Child: Suspect: AC, W/M, 21 yoa; Victim: AC, W/M, 10 months old. (Unfounded).
3. Abuse/Neglect of a Child: Suspect: AC, W/F, 22 yoa; Victim: AC, W/M, 10 months old. (Unfounded).
4. Arrest on Warrant: Suspect; CP, W/M, 35 yoa, Victim; State of Missouri, Disposition; RCPA
5. Distribution of a Controlled Substance: Suspect; TW, B/M, 22 yoa, Victim: State of Missouri, Disposition: To RCPA
6. Probation Violation Warrant: Suspect; TW, B/M, 22 yoa, Victim: State of Missouri, Disposition: To RCPA
7. Operate a Motor Vehicle Without a Valid License: Suspect; CB, W/F, 29, Victim: State of Missouri, Disposition: To MPA
8. Possession of a Controlled Substance: Suspect; TL, B/M, 62 yoa, Victim: State of Missouri, Disposition: To RCPA
9. Possession of a Controlled Substance: Suspect; TL, B/M, 62 yoa, Victim: State of Missouri, Disposition: To RCPA
10. Unlawful Use of Drug Paraphernalia: Suspect; TL, B/M, 62 yoa, Victim: State of Missouri, Disposition: To RCPA

- 11. Possession of a Controlled Substance: Suspect; KM, B/F, 52 yoa, Victim: State of Missouri, Disposition: To RCPA
- 12. Unlawful use of Drug Paraphernalia: Suspect; KM, B/F, 52 yoa, Victim: State of Missouri, Disposition: To RCPA
- 13. Unlawful Use of Drug Paraphernalia: Suspect; JT, B/M, 63 yoa, Victim: State of Missouri, Disposition: To RCPA
- 14. Child Abuse and Neglect: Suspect; KL, W/F, 28, Victim: BC, W/F, 2 yoa, Disposition: To RCPA
- 15. Tampering with a Motor Vehicle 1st: Suspect; JO, W/M, 27 yoa, Victim: LS, 57 (Deceased), Disposition: To RCPA
- 16. Resisting Arrest for a Felony: Suspect; JO, W/M, 27 yoa, Victim: State of Missouri, Disposition: To RCPA
- 17. Parole Violation Warrant: Suspect; JO, W/M, 27 yoa, Victim: State of Missouri, Disposition: To RCPA
- 18. Hindering Prosecution for a Felony: Suspect; RB, W/F, 24 yoa, Victim: State of Missouri, Disposition: To RCPA
- 19. Tampering with a Motor Vehicle 2nd: Suspect; RB, W/F, 24 yoa, Victim: LS, 57 (Deceased), Disposition: To RCPA

Cases Cleared.....	19
Interviews.....	83
Interrogations.....	6
Reports Written.....	78

Special Assignments

Monthly Report
 Completed Paycom for detective unit.
 Approved numerous reports for Detective Unit.
 Made report with Child Abuse Hotline.
 Liquor License Application- Walgreen's.
 Liquor License Application- Mallard Pub & Pool.
 Spoke with Moberly Housing Authority about returning property seized as evidence.



City of

Police Department

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 Chief of Police
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300 N Clark Street
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Attended Supervisor's meeting.
 Assisted NOMO TF with drug investigation.
 Liquor License Application- Walmart.
 Labeled body camera videos.
 Assisted with warrant arrest.
 Assisted with search warrant.
 Contact with MIAC to request a photo line-up.
 Traveled to Edina to interview victim of home invasion robbery.
 Liquor License Application- El Vaquero.
 Liquor License Application- Felicia's Restaurant.
 Liquor License Application- Moberly Mart.
 Liquor License Application- Xpress Liquor.
 Liquor License Application- Xpress Liquor #14.
 Conducted well being check of a juvenile and took juvenile in to protective custody.
 Made child abuse hotline report in reference to well being check.
 Called Chariton Valley to check status on an investigative subpoena.
 Liquor License Application- Aldi.
 Conducted well being check.
 Assisted Patrol with a C&I complaint traffic stop.
 Liquor License Application- Vertigo.
 Liquor License Application- VFW.
 Assisted with serving search warrant on impounded vehicle.
 Returned property to subject.
 Called out for Child Abuse Investigation.
 Assisted Children's Division with locating and taking children in to protective custody.
 Conducted follow up and interviews in reference to Child Abuse Investigation.
 Assisted with drug arrest on traffic stop and taking child in to protective custody.
 Executed search warrants on multiple social media accounts for various cases
 Conducted surveillance on residences known for criminal activity
 Conducted targeted enforcement on subjects known involved with criminal activity
 Interviewed two confidential sources for intelligence
 Interviewed suspects in home invasion/robbery
 Assisted patrol with protest

Conducted traffic stop on vehicle leaving residence known for drug activity
Spoke to DOR investigator in reference to vehicle which fled
Spoke to Hannibal PD detectives in reference to suspect who fled
Spoke to Boone County Deputy in reference to LPR hits
Made contact with juvenile victim in reference to offender violating bond conditions
Watched forensic interview
Attempted contacted with subject with warrants with contact
Executed narcotic search warrant
Located subject with warrant, coordinated with NOMO
Interviewed witness in gun related crime
Attempted contact with wanted subject
Called out for possible child abuse investigation
Assisted DFS with child removal
Processed vehicle which was shot
Interviewed witnesses/victims in shooting investigation
Conducted proactive/targeted enforcement
Interviewed confidential source for drug information
Assisted NOMO with attempted buy/bust operation
Assisted NOMO with warrant round up
Assisted Patrol with stolen vehicle/fleeing suspects investigation
Conducted traffic stop

Respectfully Submitted,

Tracey Whearty
Commander

07/06/20
10:36

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

Page: 343
1

Nature of Call	Total Calls Received	% of Total
Abandoned Vehicle	2	0.23
Accident/Motor Vehicle	32	3.62
Alarm Call	27	3.06
Animal Bite	1	0.11
Animal Complaint	30	3.40
Assault	15	1.70
Assist Other Agency	22	2.49
Assist Public/Employee	62	7.02
Building Check	139	15.74
Burglary	6	0.68
City Ordinance Violation	2	0.23
Damage Property	14	1.59
Dangerous Drug	1	0.11
Death Investigation	2	0.23
Document Delivery/Pickup	2	0.23
Domestic Abuse	7	0.79
DWI	1	0.11
E911 Check	5	0.57
Extra Watch	1	0.11
Extra Watch Request	1	0.11
Field Contact	13	1.47
Fire Alarm Call	1	0.11
Fire Call	3	0.34
Forgery	1	0.11
Found Property/Contraband	3	0.34
Fraud	8	0.91
Funeral Escort	2	0.23
Harassment	11	1.25
Health Safety	9	1.02
Keeping the Peace	7	0.79
Lost Property	1	0.11
Missing Person	2	0.23
Parking Violation	16	1.81
Peace Disturbance	71	8.04
Runaway Juv	1	0.11
Sex Offenses	1	0.11
Shots Fired	1	0.11
Special Assignment	4	0.45
Stealing	41	4.64
Suicide/Suicide Attempt	2	0.23
Suspicious Activity	78	8.83
Suspicious Person	17	1.93
Suspicious Vehicle	31	3.51
Traffic Complaint	133	15.06
Trespass/Refusing to Leave	7	0.79
Warrant Arrest	10	1.13
Try to Contact/Well-Being	37	4.19
Total Calls:		883

Report Includes:

- All dates between `00:00:01 06/01/20` and `23:59:59 06/30/20`
- All nature of incidents
- All cities matching `MOB`
- All types

Moberly Fire Department June Monthly Report 2020



City of Moberly Fire Department

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

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

To: Mayor and City Council
 From: George Albert, Fire Chief
 Date: July 8, 2020
 Re: June Monthly Council Report:

- Last month the fire department responded to 50 incidents (30 different types) this included: **nine fires causing just under \$50,000 in damage**, six hazardous conditions, 14 service calls, and 21 other types of response.
- We still continue to work with several local, Regional, and State agencies on the COVID 19 crisis, civil unrest, and severe weather.
- Truck maintenance: Engine 2 remains in the shop with electrical issues that are causing transmission problems. (note engine is back as of 7/8/20) Engine 1 is due for service.
- Equipment/station maintenance: New exhaust systems have been installed at both stations and are working.
- The Department continues doing annual hydrant testing.
- The Department completed 414 training hours on CPR, water supply, pre-plans, Fire tactics, and Health and Wellness
- Emergency Management/Fire Chief: Under Emergency Management we installed new siren at MACC (this was pay for with grant money) attended via zoom several meetings dealing the COVID and civil unrest, and completed EMPG paperwork for the quarter.

Notice for July 2020

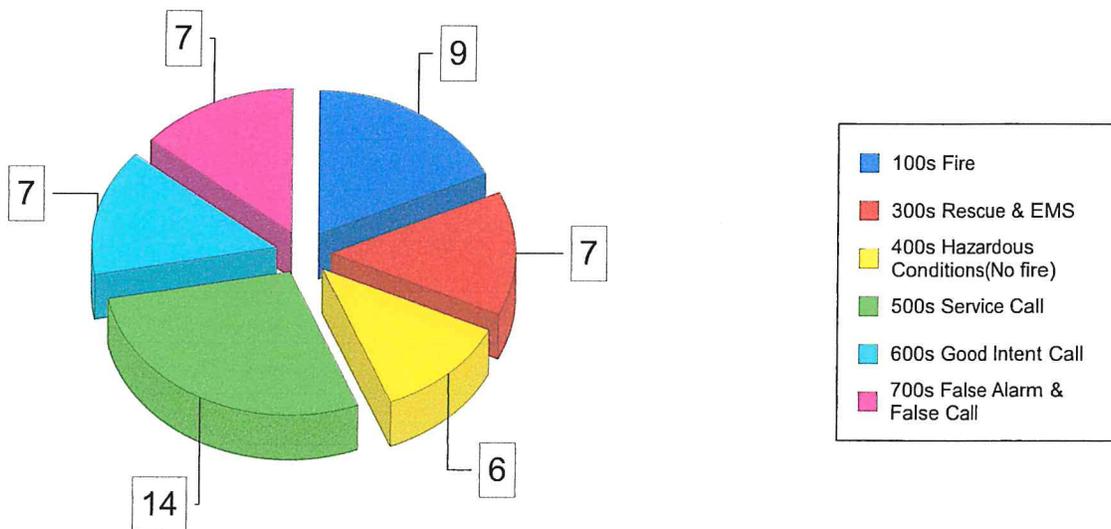
- In July the Moberly Fire Department will return to a more normal response. On July 1 we will begin to run medical first response calls for Life and Death incidents. Under the EMS SOG RCAD must request us for these incidents. We will again doing gas appliance inspections, CFO's and Business Inspection. All of these incidents will be using Fire Department COVID-19 PPE protocols.
- Then also on July 1 we will convert over to updates software for our reporting system. This will allow us to stream line our reports and save time on business inspection.
- Lastly the Fire Chief will retire at the end of the month. I want to thank Brain Crane and the City of Moberly for the opportunity to be your Fire Chief the last four years. I have met some great people and created some lasting friendship. Trust me you will be missed and my grandkids will get tire of me.

Incident Reports By Incident Type, Summary

Page 1 of 1

Incident Type	Total Incidents:
111 Building fire	4
113 Cooking fire, confined to container	1
130 Mobile property (vehicle) fire, other	1
1512 Building Materials/ Demo Mat. Fire	1
1514 Recreational Fire	1
162 Outside equipment fire	1
3112 Lift Assistance	1
3113 Standby, No care provided	1
321 EMS call, excluding vehicle accident with injury	4
3601 Water Rescue, Vehicle in Underpass	1
411 Gasoline or other flammable liquid spill	1
412 Gas leak (natural gas or LPG)	1
442 Overheated motor	1
444 Power line down	1
463 Vehicle accident, general cleanup	2
5001 Gas Appliance Inspection	9
5005 CFO Inspection	2
5311 Report of odor with nothing found	1
553 Public service	1
561 Unauthorized burning	1
600 Good intent call, other	2
611 Dispatched & canceled en route	3
631 Authorized controlled burning	2
710 Malicious, mischievous false call, other	1
733 Smoke detector activation due to malfunction	1
735 Alarm system sounded due to malfunction	2
743 Smoke detector activation, no fire - unintentional	1
744 Detector activation, no fire - unintentional	1
745 Alarm system sounded, no fire - unintentional	1
Total Number of Incidents:	50
Total Number of Incident Types:	30

Print Date: 7/8/2020



Graphed Items are sorted by Incident Type

Type Of Incident:

Total Of Incidents:

Percentage Value:

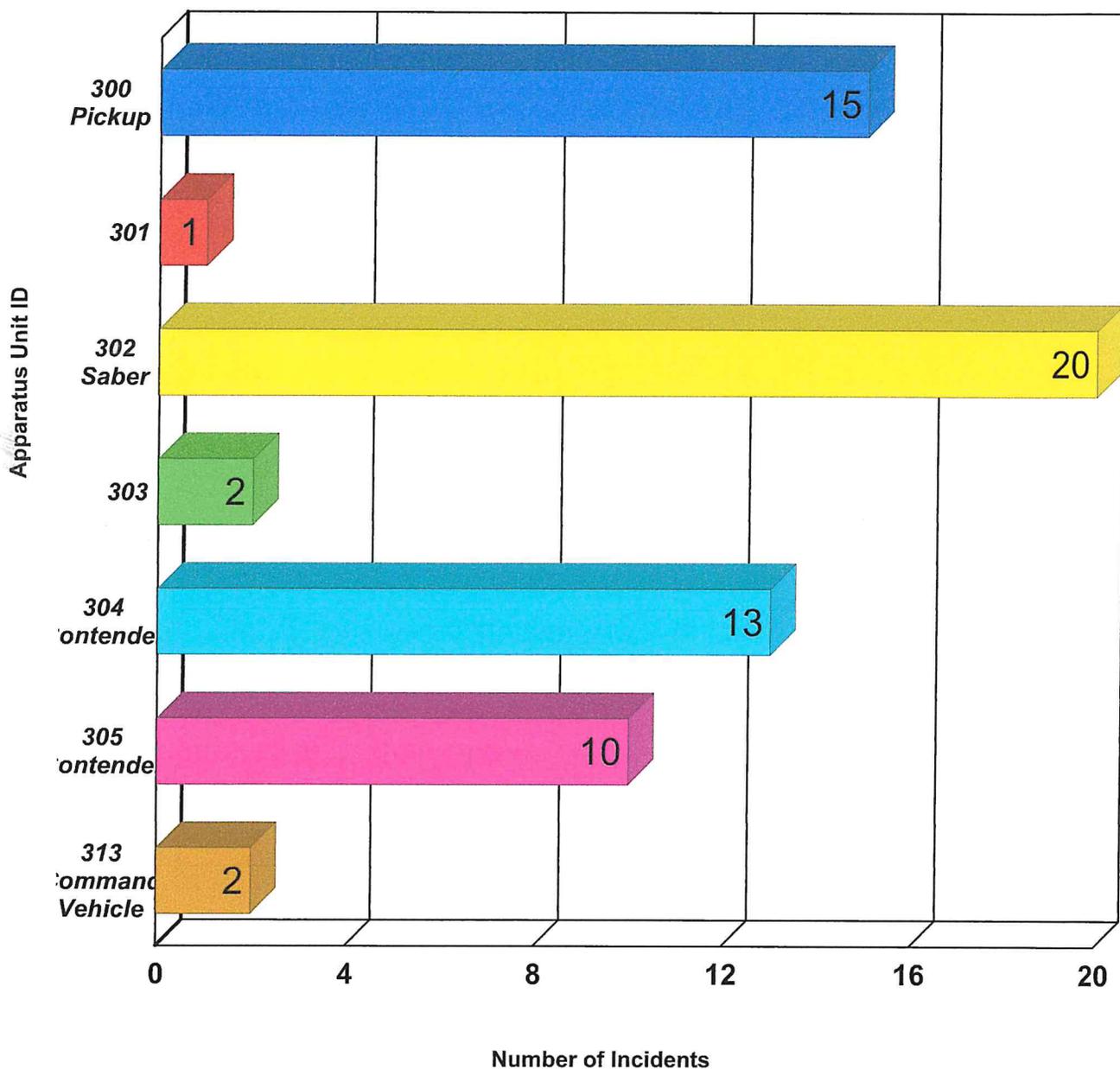
100 Series-Fire	9	18.00%
300 Series-Rescue & EMS	7	14.00%
400 Series-Hazardous Conditions(No fire)	6	12.00%
500 Series-Service Call	14	28.00%
600 Series-Good Intent Call	7	14.00%
700 Series-False Alarm & False Call	7	14.00%

Grand Total: 50

Type Of Incident Most Frequent: 500 Series-Service Call

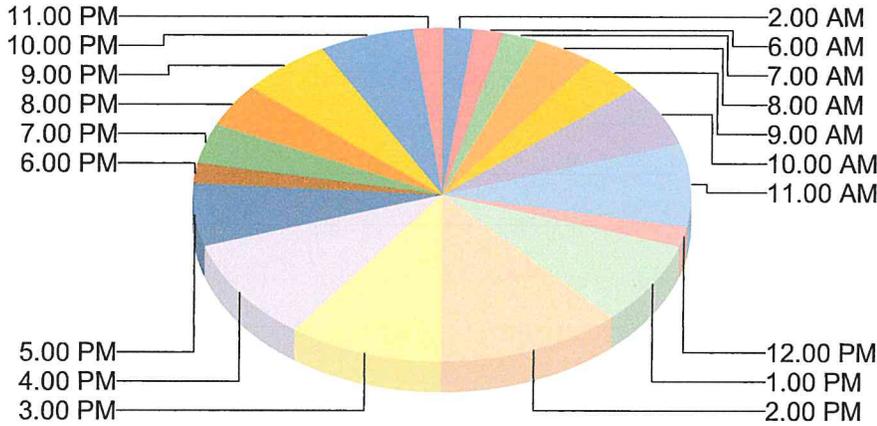
Print Date: 7/8/2020

Apparatus Responding to Incidents



Total Amount of Incidents: 50
Apparatus Count: 7

Incident Statistics by Hour of the Day



2.00 AM	2.0%
6.00 AM	2.0%
7.00 AM	2.0%
8.00 AM	4.0%
9.00 AM	4.0%
10.00 AM	6.0%
11.00 AM	8.0%
12.00 PM	2.0%
1.00 PM	8.0%
2.00 PM	12.0%
3.00 PM	10.0%
4.00 PM	10.0%
5.00 PM	6.0%
6.00 PM	2.0%
7.00 PM	4.0%
8.00 PM	4.0%
9.00 PM	6.0%
10.00 PM	6.0%
11.00 PM	2.0%
Total:	100.0%

Hour of the Day: 2.00 AM

Total # of Incidents: 1.00 % of Total Incidents: 2.00%

Hour of the Day: 6.00 AM

Total # of Incidents: 1.00 % of Total Incidents: 2.00%

Hour of the Day: 7.00 AM

Total # of Incidents: 1.00 % of Total Incidents: 2.00%

Hour of the Day: 8.00 AM

Total # of Incidents: 2.00 % of Total Incidents: 4.00%

Hour of the Day: 9.00 AM

Total # of Incidents: 2.00 % of Total Incidents: 4.00%

Hour of the Day: 10.00 AM

Total # of Incidents: 3.00 % of Total Incidents: 6.00%

Hour of the Day: 11.00 AM

Total # of Incidents: 4.00 % of Total Incidents: 8.00%

Hour of the Day: 12.00 PM

Total # of Incidents: 1.00 % of Total Incidents: 2.00%

Hour of the Day: 1.00 PM

Total # of Incidents: 4.00 % of Total Incidents: 8.00%

Hour of the Day: 2.00 PM

Total # of Incidents: 6.00 % of Total Incidents: 12.00%

Hour of the Day: 3.00 PM

Total # of Incidents:	5.00	% of Total Incidents:	10.00%
Hour of the Day: 4.00 PM			
Total # of Incidents:	5.00	% of Total Incidents:	10.00%
Hour of the Day: 5.00 PM			
Total # of Incidents:	3.00	% of Total Incidents:	6.00%
Hour of the Day: 6.00 PM			
Total # of Incidents:	1.00	% of Total Incidents:	2.00%
Hour of the Day: 7.00 PM			
Total # of Incidents:	2.00	% of Total Incidents:	4.00%
Hour of the Day: 8.00 PM			
Total # of Incidents:	2.00	% of Total Incidents:	4.00%
Hour of the Day: 9.00 PM			
Total # of Incidents:	3.00	% of Total Incidents:	6.00%
Hour of the Day: 10.00 PM			
Total # of Incidents:	3.00	% of Total Incidents:	6.00%
Hour of the Day: 11.00 PM			
Total # of Incidents:	1.00	% of Total Incidents:	2.00%
<u>Grand Total Incidents:</u>	<u>50.00</u>		



Moberly!

Parks & Recreation

Monthly Report

June 2020

	2020		2019
Thompson Campground	145	Campground Daily(136) Campground Monthly(9)	170
Campground Overflow	8	8 campers for 8 days for Railroad Days	0
Miscellaneous Park Fees	\$1,731.00	Dump Station(2),Raw Water(1),Memorial Bench(2),4th Vendor Fee(1),Softballs sold(40 balls),Surplus item(1)	\$21.03
Overnight Fishing Passes	3	Fishing Pass(3)	2
Paddleboat Rental	2	Rental(2)	59
Canoe Storage	\$0		\$0
Archery Range	-		-
Overlook & Plaza	1	Wedding(1)	2
Midway	0		3
Agricultural Barns	0		2
Equestrian Area/ Rodeo Ground	0		3
James Youth Center	0		9
Lodge	7	Rotary(2),Graduation Party(2),Birthday Party(1),Wedding(1),Dance(1)	11
Riley Pavilion	0		4
Lion's Beuth Park	6	Tai Chi(6 sessions)	1
Fox Park (Entire)	0		1
Fox Park Tennis Courts	4	Pickleball Lessons(sessions)	0
Shelter 1 Tennis Courts	12	Tennis Lessons(sessions)	1
Tannehill Park	0		4
Wilhite Tennis Courts	0		1
Depot Park	147	Railroad Days(1 res. For 9 days)	1

Parks

		2020	2019	
Fields	Red 1	Games	MML 10U games held 4 nights/week	17
	Red 2	0		13
	Blue 1	0		0
	Blue 2	Games	Optimist T-ball games held 3 nights/week	0
	Blue 3	-		-
	Green 1	15+games	Practices(15) Optimist Advance T-ball games held 4 nights/week&Optimist Pitching Machine games held 2 nights/week	1
	Green 2	Games	MPRD 10U Games(16) MPRD 12U Games(4)	40
	Green 3	Games	MML 14U games held 4 nights/week&MML 12U games held 5 nights/week	17
	Green 4	Games	MPRD 12U Games(9) MPRD Competitive League Games(15)	45
	Green 5	0		17
	Green 6	Games	MML 8U games held 4 nights/week	16
	Groeber	24	Practice(24)	11
	Meinert	1	Practices(1)	7
	Patrick	1	Practices(1)	13
	Fox Field	13	Practice(13)	1
Batting Cages	10	Batting Practice (10)	12	

		2020	2019	
Shelters	Shelter 1	4	Picnic(1), Graduation Party(1), Family Reunion(1), Band Banquet(1)	6
	Shelter 3	1	Reception(1)	2
	Shelter 5	1	Family Event(1)	4
	Fox Park Shelter	3	Father's Day Event(1) Family Event(1) Birthday Party(1)	4
	Klein Shelter	1	Family Event(1)	6
	Lake Pavilion	2	Graduation Party(2)	4
	Meditation Garden and Legacy Overlook			1

2020 2019

Auditorium

Entire Facility	2	Railroad Days(1 res. For 8 days), Redeemer Church VBS(1 res. For 6 days)	4
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2020 2019

Aquatic Center

Entire Facility	0	Closed due to Covid-19	12
Party Area	0	Closed due to Covid-19	2

2020 2019

Recreation

25	Fishing Clinic	25
----	----------------	----

Director – Troy Bock

- L&J Development plans to begin work on the Depot Park restroom mid-July.
- The Depot Park pavilion is ordered with construction tentatively set for October. The manufacturer of the materials is in Michigan and through the spring experienced a shutdown, but the October time frame should work well as L&J will likely be done by mid-September.
- The 4th of July went relatively smooth with a good crowd by the end of the night. That being said, the crowd size was that of a weekday despite being Saturday and more than usual watched from near their vehicles so COVID-19 certainly had some impact.
- The virtual “Summer of Bradley” event will continue through September 2nd, the ceremony for Victory in Japan Day.
- MASA is running registrations for the fall as they plan to move forward with play.
- We continue to refine and work our phased re-opening plan based on totality of the guidance and recommendations (CDC, White House, NRPA, health officials, etc.).
- Met with Charter to check into service and pricing options for Heritage Hills. Charter is the current provider and the course is on an outdated grandfathered plan so there is no opportunity for savings at this time. There are no other known service providers running by the course at this time that would provide the quality and internet speed we need.
- Requested funds from the downtown CID to cover the cost of HVAC (just over \$7,200) in the Depot Park restroom so it can be open year round.
- Met with Alpha Media about the 2020-2021 radio ad contract. Given the unknowns related to COVID-19 for the next 6-12 months, we left the contract status at the same levels as the last 3-4 years.
- Met with Missouri Conservation to look at a joint project over the next 18 months to prepare for a native flower planting at the West 43 Wilderness Area which will provide more wildlife habitat while providing a greater draw to the wilderness area and nature trails for locals and tourists.

Administration – Leslie Keeney

- Processed bills and timesheets for the department.
- Processed background checks and NAYS verifications for MPRD summer leagues.
- Assisted Sports Manager in getting information to coaches and teams regarding rosters, schedules, etc.
- Hannah and I began contacting rentals to let them know while our indoor facilities are open for rentals, there is a 50% capacity limit.
- Oversaw day to day operations of Parks and Recreation Office.

Dirk Miller – Park Superintendent

- Light poles at Patrick and Meinert fields have all been removed. Lights were able to be saved.
- Work being done on the power source at the Tractor Pull area. Work done will provide better electrical use in that area.
- Larry Apel has continued to work at the Candy Cane’s Shelter for a solution to the weathered and peeling paint, boxed soffit and roof tail areas. He’s added new boards, trim work and metal, and it now looks bright red and white, and very clean.
- Two more Memorial Benches to be installed, one to be placed at the Mini Railroad, and the other at Heritage Hills.

- Opened Candy Cane and Fox Park bathrooms this month. They have been added to the list of cleaning/sanitizing 7 days a week. We are using the Sodium Hypochlorite (bleach), from the Pool, to sanitize the playgrounds, picnic tables, and bathrooms, since it is effective against the virus and we've been unable to acquire cleaning supplies.
- Department is now beginning to have events at JYC, Lodge, and the Shelter Houses.
- Staff assisted with Railroad Days, setting up/tearing down/clean-up with the July 4th's celebration, and the Covid-19 testing. We are now preparing for the County Fair and the Tractor Pull.

Jacob Buntten-Athletic Complex Supervisor/Sports Manager

Athletic Complex:

- Watering trees.
- Prep work for July 4th event began.

Sports:

- Started irrigating fields.
- Summer leagues continued.

Amanda Warder – Recreation Supervisor

Concessions:

- Concessions Cart has been up and running while making a small profit. Games are winding down for July and the stand is running well.

Events:

- 4th of July extravaganza went well and people seemed generally happy with the outcome.
- Hannah has been gearing up for Art in the Park which is going well with the usual amount of crowd.
- Keeping up with the years events and discussing Fall Fest.

Director of Utilities Monthly Report, Mary West-Calcagno, Director
July 2020

Director’s Summary

Utilities Department Financial Stats: In an effort to provide a bit of clarity, financial information will be provided monthly regarding sales of water and sewer service, and budget utilization for operations and maintenance. These budget numbers are tracked by managers in the Department monthly for each division, with oversight from the Director.

For the 12 months ended June 30, 2020, water sales collections were at 96.56% (\$2,291,545.47) and collections for sewer use were at 100.24% (\$2,989,538.24). Overall revenues for all categories were at 93.24% with \$45,556,793.75 collected from a budgeted revenue of \$5,959,915.29. June revenues totaled \$457,041.75. There was no transfer from operating reserves; a transfer to operating revenues in the amount of \$107,868.80 was made.

Expenses for operations and maintenance for the Administration, Distribution and Collection, Water Treatment, Wastewater Treatment and Stormwater Departments was budgeted at \$4,537,171.70. Through the end of June, \$3,473,099.20 has been spent, for 76.55% of budget. Due to delayed bond election, Covid-19 and uncertain revenues, spending was curtailed in the last several months of the fiscal year.

Transfers to the Operating Reserve Fund through the end of June totaled \$1,038,392.55, less the transfer from operating reserve in May of \$87,879.37.

Energy Solutions Professionals Project: The antennas have been installed on the three water towers and Utilities staff are currently able to read 450 meters. Billing reads will be collected on July 16 and we anticipate that more meters will come online at that time. We are moving forward with tower installations at MACC and Moberly High School as well. These tower locations should be installed before the end of July.

Large meter change out continues. The focus is currently 1” meters; a significant number of these are residential meters so the RTS crews are out in residential neighborhoods as well. Total meters installed as of July 15, 2020 are 545.

Meter Size	5/8”	1”	2”	3”	4”	6”
# Installed	172	250	110	8	4	1

The three new blowers and variable frequency drives have been installed at the Wastewater Treatment Plant. Aqua Aerobics is on-site the week of July 13 to set up the new programmable logic controllers (PLCs) to run the equipment. The new PLCs replaced original equipment that has been obsolete for several years. The blowers were also more than 20 years old. The new equipment is more energy efficient and can be ramped up or down according to the air demand of the process.

The variable frequency drives and new SCADA equipment at the Water Treatment Plant are also in and running. In addition to energy savings generated from not having to run pumps against a partially closed valve, we anticipate less wear on the pumps. The discharge pressure on the pumps has gone down from 85 psi to 50 psi.

Covid-19: The Water Office resumed shut-offs for delinquent water bills effective June 29. There were 129 accounts in delinquent status from the Covid-19 suspension of disconnections. Of the accounts that were turned off, fewer than 10 remain without service as of July 15. Shut off for Cycle 1 (the west side of Moberly) took place July 13. There were still a few large bills outstanding with a total amount due of \$19,391.18, including service fees. 142 accounts were disconnected.

Harrison and Garfield Water Line Replacement: The water line work on Harrison and Garfield is complete. Storm sewer and curb and gutter work is being completed. The additional storm water detention basin in Fox Park also remains to be completed when the ground dries up a bit. City staff provided inspection services for the water line work on this project as well as N. Morley Street. We estimate that \$19,000 was saved by providing this inspection service in-house.

N. Morley Sidewalk & Water Line Project: The contractor installing the new sidewalks is also installing new service lines for businesses and residents along North Morley to move service lines from the failing 2" water main on the west side of N. Morley to the east side where an 8" water main exists. Utilities staff are assisting with inspections of the work as it progresses. We are repairing leaks on the 2" line as it is exposed to try and keep customers in service until the line is ready to be abandoned in a few weeks.

Route JJ Sewer Extension: Coordination with DNR regarding the grant funding requirements for work on the project has begun. A scope of work for the engineering design should be ready for presentation to the Council at the first meeting in August.

FEMA Emergency Declaration Disaster Funding: Utilities staff have been working through the myriad phone calls, documents and questions to obtain FEMA funding for several projects that resulted in damage to infrastructure during flooding that resulted from heavy rain events in May of 2019. We continue to track down documents and answer questions and are hopeful that we are nearing a decision from FEMA on funding amounts so we can move forward with repairs to the infrastructure that was damaged. The grant money awarded will be 80% federal funding, 20% match. The projects include the Sugar Creek Lake Road Slide, repair to a sewer in Homestead subdivision, Fisk Avenue culvert near the Parks and Rec maintenance building, the spillway from Water Works Lake, and damage to Schueneman Street.

Sugar Creek Lake Source Water Protection Plan: A webinar was held by the City of Moberly and Barr Engineering to review the draft Source Water Protection Plan (SWPP) document for the public. Comments on the draft document are due July 15. Copies of the SWPP and the webinar are available on the City's website. Once the comments are reviewed, a final draft of the document will be provided to the Council for authorization to submit to DNR. City staff reached out to Missouri Rural Water source water protection staff for assistance with application for funding opportunities in the watershed. This service is at no cost to the City as part of our membership in MRWA; more information will be coming in the next several months.

Dept. Summary:

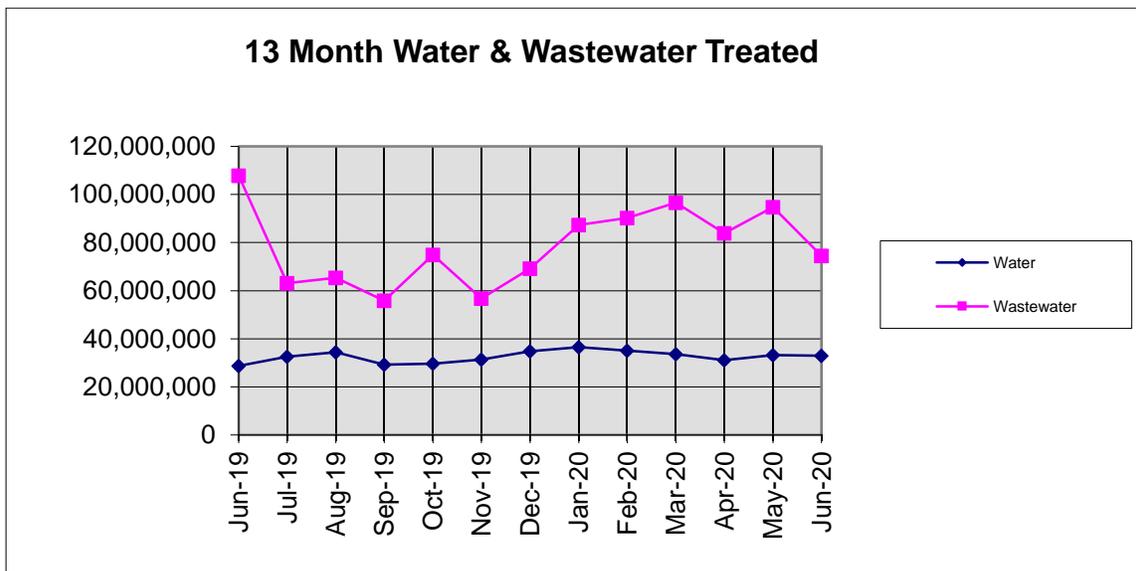
Drinking water produced: 32.935MG (1.062 MG/Day)
 Wastewater Treated: 74.520 MG (2.484 MG/Day)
 Wastewater from Combined Sewer Overflows: 41.009 MGM
 Total precipitation for May 6.55 inches

Billing activity: 22,219,550 gallons of water in the amount of \$205,298.81 and 21,144,917gallons of sewage in the amount of \$65,587.34

Staff issued 2465 bills for cycle 1 (Consumption between May 31 and June 30) in the amount of \$235,528.45 and 2670 bills for cycle 2 (Consumption between May 14 and June 14) in the amount of \$324,882.58 that included water, sewer, garbage, tax and arrears outstanding.

Unaccounted Water for June 2020 = 27.2%

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
June-2020	32,935,065	1,106,847	606,062	15900	23,620	22,219,550	23,971,979	8,963,086



Distribution and Collection Department and Customer Service

- There were 7 water leaks.
- 2 of the water leaks were due to boring crews hitting service lines.

- There were 52 sewer calls - most were due to rain events.
- Sinkhole developed in rear of 601 Shumate that allowed a significant amount of mud into the sewer line during a heavy rain event on June 9. Several homes experienced sewer backups. Emergency repair of sewer main was completed.
- Conducted the mandrel test for the sewer extension for phase 2 of the Cobblestone Creek Subdivision; it passed and was completed.
- Poured 31 yards of concrete to patch utility cuts in roadways and sidewalks.
- Completed 322 Missouri one call tickets for locating water and sewer lines.
- Continued repairs of meter pits in accordance with the meter replacements.
- Replaced lead service line at 832 W. Burkhart
- Worked on fire hydrant repairs at Wightman/Clark and Hinton/ North Buchanan.

Wastewater Treatment Facility

- Treated 74.520 MGM an average of 2.484 MGD.
- Transferred 1,181,940 gallons of sludge from the SBR's to the digesters.
- 6.55 inches of rain fell over a period of 9 days.
- Land applied 360,820 gallons of biosolids.
- A bypass of digester #2 and SHB #1 occurred at WWTP during a very heavy rain event on 6/3/2020, this event was reported to Ryan Reeves at MDNR NERO via phone.
- An SSO was reported on 6/9/2020 from manhole# W4-1481 at the corner of Buchanan and Haynes, it was estimated 12,000 gallons bypassed the system due to hydraulically overloaded sewer mains during a heavy rain event, 2.16 inches over 8 hours. This event was reported to MDNR via online reporting.
- Taylor CSO (outfall 002) discharged an estimated 5.147 MGM on 6/4/2020 and 6/9/2020 due to rain events.
- Rollins CSO (outfall 003) discharged 12.932 MGM on 6/3/2020 through 6/12/2020 due to rain events.
- Seven Bridges CSO (outfall 004) discharged 17.781 MGM on 6/3/2020 through 6/5/2020 and 6/9/2020 through 6/10/2020.
- Holman Road CSO (outfall 005) discharged 0.002 MGM on 6/9/2020.
- Mowed grass at all wastewater sites, brush hogged the land app runs and CSO's, sprayed weed control at all facilities.
- Installed a new shaft sleeve and seal kit on pump #2 at Huntsville pump station and returned the pump to service.
- Acknowledged and responded to the EPA Region 7 regarding the DMR-QA Study 40.
- The Pista grit pump at WWTP tripped out, the system was checked out and all solenoids were cleaned or replaced as well as the priming pump was cleaned, the grit pump was then placed back into service.
- Had an onsite preconstruction meeting with ESP, Martin General Contracting and Jefferies Electric discussing the blower replacement/ PCL upgrade at WWTP.
- Collected the LTCP E. coli samples throughout the system.
- Assisted with landscaping in the raingardens at city hall.

- Cummins serviced the generators at WWTP and all pump stations.
- ESP began the blower replacement/ PLC upgrade project at WWTP.

Water Plant

- Treated and pumped to town 32,935,065 gallons of water. This is a daily average of 1,062,421 gallons per day.
- Performed 3,778 lab tests on water at different stages of treatment.
- Collected and shipped distribution samples, for DNR compliance, to include the following: Bacteriological samples, Total Organic Carbon, Disinfection By-Products, Inorganic Compounds, Volatile Organic Compounds and Nitrates.
- Performed corrective repairs on one of the ultrasonic algae control devices due battery failure.
- Performed corrective maintenance to the lime feed system due to a pump failure.
- Completed corrective maintenance to High Service pump #3 that pumps treated water to the distribution system.
- Experienced total failure of one of the air compressors due to the compressor pump seizing up. The compressor controls automatic valve operations in the plant.
- Completed the upgrade of the SCADA system to a web-based application to improve the reliability and access to the plant controls and data storage (part of the ESP project.)
- Started a plant pilot study using a different coagulant to treat the water. The goal in using this coagulant is to reduce operating costs including chemical cost, electrical usage, and water usage. It performed very well for 10 days but the “blanket” in the up-flow clarifier is too light due to the low turbidity that comes from the Lake. An additional weighting agent will be added to the trial to control the blanket during operations. This coagulant pair coupled with mechanical adjustments in the treatment processes will be piloted. This trial continues.

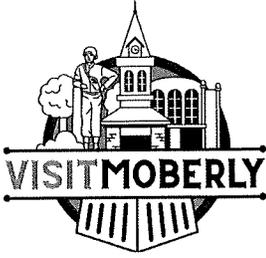
Sugar Creek Lake Ranger

- Replaced the boards on the walkway to the Rotary dock.
- Continued regular maintenance of mowing, brush hogging and weed eating around all lake locations.
- Performed maintenance on the Sonic Algae Device as it was hit with a boat. However, It is still working. One solar panel will have to be replaced.

Water Quality Coordinator

- Stabilized and recycled 488.15 lbs. non-reusable materials.
- Distributed 545.65 lbs. of recycled material to Moberly residents for reuse.
- Accepted 1630.95 lbs. hazardous waste into the Household Hazardous Waste Facility.
- Met with Heritage Recycling to get rid of non-reusable material from Household Hazardous Waste Facility
- Wrapped batteries and sorted out e-waste from Parks Department.
- Worked with Emily Goyea to advertise material from Household Hazardous Waste Facility on social media.

- Helped Mess Busters of Moberly with their first trash cleanup of the year.
- Cleaned weeds and pruned shrubs at Household Hazardous Waste Facility rain garden.
- Monitored Rothwell and Waterworks lake for Lakes of Missouri Volunteer Project.
- Organized meeting about city hall rain garden renewal with Emily Goyea and Master Gardeners.
- Attended webinars about grant funding and construction inspections.
- Conducted land disturbance and construction site inspections.



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July 20, 2020

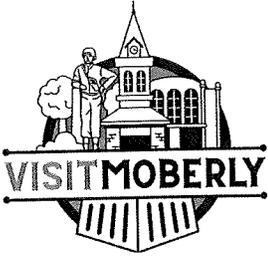
Report on: Tourism Promotion Services Agreement

Services Completed:

- Sent pitches to National Geographic & USA Today about Moberly
- Interviewed with Central MO Info over tourism & film office opportunities
 - Sent a press release to Moberly Monitor-Index
- Participated in webinar over National Parks/recreation
- Continued to assist our area businesses/attractions with online sales platforms, business resources and other needs during this time to prevent permanent closing
 - Informed the public on what have been going on with area businesses
- Pushed out July's newsletter & tourism blog over Patio Dining Options
- Updated MDT online listings for attractions for 2021 Visitors Guide
- Submitted some locations for MO Film Office
 - Been working with the Director & building that relationship
- Completed the MDT FY20 grant. Below are the results of all the ads
- Gathered coupons for group tours from businesses
- **Assisted drone racing group & gave them bags**
 - **55 people attended and Moberly had 29 of those hotel nights, 4 camped. 18 stayed in Air BnB's in Madison and Columbia**
- Continued working on the 2020 Visitors Guide & new Depot maps
- Completed new restaurant/shopping guide & had it printed
- Continued working on the Historical/Tourism App w/ committee
- Continued developing relationships with all tourism partners
- Finished FY21 MDT Marketing Grant Application
 - **Their office just announced new budget cuts so this will probably have to be adjusted**
- Took pictures at Rothwell Park, Lions Beuth, Fox Park & around Moberly
- Continued revisions to Tourism website (www.moberly.com) to optimize performance and information being distributed. Updated content to reflect new events, activities and submissions.
- Generated graphics, content calendar and shared social media posts for all Randolph County events/tourism attractions to promote regional activity
- Promoted all upcoming events
- Answered all calls and emails regarding events and assets in Randolph County

Services Planned:

- Working on Junk Junktion. Gathering vendors/promoting the event
 - Have 42 vendors so far, last year we had 50
- Develop Cooperative Marketing Efforts with Tourism Consultant
- Develop Performance Measures with Tourism Consultant

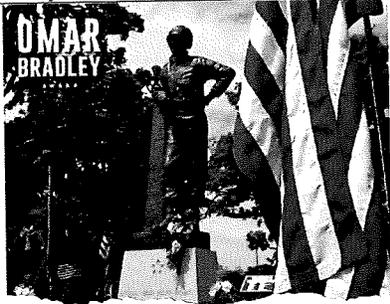
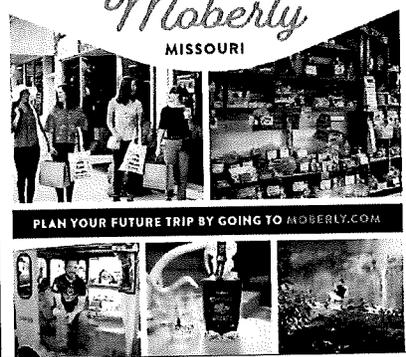


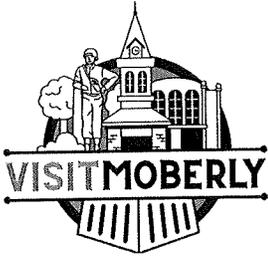
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Social Media Reporting

	Dec	Jan	Feb	March	April	May	June	July
Facebook-Chamber Page	3,648	3,680	3,755	3,819	3,879	3,959	4,192	4,419
Facebook-Depot District	605	633	637	652	663	675	676	685
Facebook-Com Betterment	176	190	190	190	199	221	543	550
Twitter	462	464	470	470	483	483	484	480
Instagram	671	707	726	745	778	795	809	830
Instagram # of posts	557	588	613	636	669	691	703	732

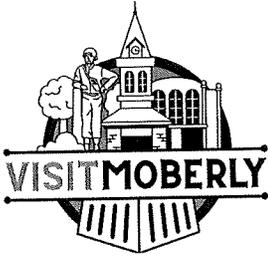
Ad Reporting

Post	Graphic	People Reached	Date Ad Ran	Cost
Omar Bradley Ad	 <p>OMAR BRADLEY</p> <p>LEARN MORE ABOUT THIS AMERICAN HERO HERE IN MOBERLY, MISSOURI</p> <p><i>Plan Now, Visit Later! Learn more at Moberly.com</i></p>	60,320	5/23-6/13	\$500
Visit Moberly Ad	 <p>VISIT <i>Moberly</i> MISSOURI</p> <p>PLAN YOUR FUTURE TRIP BY GOING TO MOBERLY.COM</p>	76,544	5/14-6/14	\$500



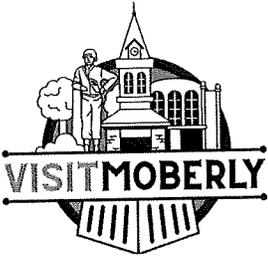
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Rothwell Park Ad		109,440	5/18-5/18	\$750
Breathe Like a Local		99,808	5/21-6/21	\$750
Drive-In Ad		126,528	5/21-6/21	\$796.48
Amish Ad		24,720	6/10-6/27	\$183.36



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Sweet Treats Ad		52,064	6/10-6/27	\$385.06
Heritage Tours Ad		63,632	6/4-6/30	\$500
Best Eats in Moberly		69,889	6/4-6/30	\$500



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Distilleries/Wineries Ad		108,672	6/4-6/30	\$500
Fishing Ad		110,592	6/15-6/30	\$800
Depot District Ad		93,216	6/15-6/30	\$1,000
Totals		995,425 people reached		\$7,164.90



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Tourism Promotion Services Agreement

Moberly Area Chamber of Commerce 2019 Service Agreement Billing

Item Number	Description	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL BILLED
102.000.5212	Advertising	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00						\$ 10,500.00
102.000.5406	Contract Labor	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00						\$ 35,000.00
102.000.5411	Administrative Fees	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00	\$ 583.00						\$ 4,081.00
102.000.5506	Consultant Contract	\$ -	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00	\$ 417.00						\$ 2,502.00
		\$ 7,083.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,083.00