

**NOTICE OF OPEN MEETING & VOTE TO  
CLOSE PART OF THE MEETING**

**A G E N D A  
COUNCIL MEETING**

**City of Moberly  
City Council Room – Moberly City Hall  
101 West Reed Street  
August 16, 2021  
6:00 PM**

**Posted:**

**AMENDED AGENDA**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

- 1.** Approval Of Minutes.

**Recognition of Visitors**

**Communications, Requests, Informational Items**

- 2.** Presentation From Jason Zamkus.

**Public Hearing and Receipt of Bids**

- 3.** Receipt Of Bids For Repainting Of The Aquatic Center.

**Consent Agenda**

**Ordinances & Resolutions**

- 4.** An Ordinance Establishing The Tax Levy For The City of Moberly, Missouri For The Year 2021.  
**5.** An Ordinance Approving Five Cooperative Development Agreements With Budingen Group, LLC.  
**6.** A Resolution Granting A Driveway Easement To The Bobby N. Blades Trust.  
**7.** A Resolution Accepting The Bid Of And Authorizing Contracting With CCIMW, LLC For Repainting Of The Aquatic Center.  
**8.** A Resolution Accepting The Bid Of Willis Bros., Inc. And Authorizing Contracting For Sewer Repairs In The 1200 Block Of Reed Street.  
**9.** A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

**Official Reports**

- 10.** Department Head Monthly Reports

**Anything Else to Come Before the Council**

- 11.** Appointment To The Moberly, Missouri Public Building Corporation.  
**12.** Discussion of a Petition from Country Villa Apartments.  
**13.** Consideration Of A Motion To Move the September 6, 2021, Council Meeting to September 7, 2021.  
**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 Statute 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](http://www.cityofmoberly.com). The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

August 2, 2021  
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, Cole Davis, Austin Kyser and remotely John Kimmons (via Zoom).

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

A motion was made by Brubaker and seconded by Davis to approve the minutes of the July 19, 2021, Council meeting as presented. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none.

A request was received from Chris Wertz, Commander, Moberly VFW (Veterans of Foreign Wars) Post 2654, to hold their annual Veteran's Day Parade on November 13, 2021, at 1:00 p.m. The parade will stage in the 600 block of Adams Street and travel west to the 700 and 800 blocks of West Reed Street. The parade will travel east on Reed Street from Adams Street and Johnson Street to Reed Street and Clark Street, turn right onto the 100 block of North Clark Street, where the parade will disband. Approximately 84 to 94 units are expected to participate, and the VFW will have approximately 10-15 volunteers assisting with the parade. The Moberly Police have been requested to provide traffic control along the parade route. A motion was made by Kyser and seconded by Brubaker to approve the request. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none.

A Public Hearing was held for the CDBG Long Term Recovery Program. Mayor Jeffrey opened the hearing at 6:03 p.m. Mayor Jeffrey noted the hearing was being held to accept public comment regarding the City's intent to apply for Community Development Block Grant funds for downtown infrastructure improvements. The infrastructure improvements include the construction of a combined sewer storage facility. City Manager Brian Crane informed those in attendance the application will be submitted to the MO Department of Economic Development for \$600,000. The downtown infrastructure improvements are part of a larger project costing \$6,401,600. The City proposes to contribute \$991,813 in local cash, \$4,809,787 in EDA grant funds and \$600,000 in CDBG grant funds needed to make up the balance. Crane informed those in attendance that some of the upcoming steps in this process will be completion of the environmental review. Should the project be funded, Crane noted the environmental review can be a lengthy process which includes consideration for historic properties and Indian tribes, floodplain management, flood insurance, wetlands protection, coastal zones, airport hazards, endangered species, wild and scenic rivers, farmlands protection, noise control, explosive and flammable operations, water quality, air quality, contamination and toxic materials, environmental justice, land development, community facilities and services, wastewater, solid waste, storm water drainage, lead based paint, asbestos, energy consumption, and radon.

The priorities from the Needs Assessment included in the packet were reviewed. In addition to the downtown infrastructure improvements, infrastructure improvements in the industrial park, commercial demolition, sewer improvements and wastewater treatments identified as top priorities for the City. Being no further comments, Mayor Jeffrey noted the Public Hearing was held and concluded the meeting at 6:05 p.m.

The following bid was received for the third round of demolitions for the CDBG Moberly Residential Demolition Grant for eight houses. **J.T. Holman Construction, LLC:** 416 Patton Street, \$4,000; 619 East Logan Street, \$7,500; 327 East Rollins Street, \$8,000; 214 Collins Avenue, \$5,500; 1224 Concannon Street, \$7,500; 125 North Hinkley Street, \$7,000; 725 West Rollins Street, \$7,000; and 1014 West End Place, \$4,000. **\$50,500 total bid**, which includes asbestos abatement. A motion was made by Davis and seconded by Kyser to accept the bids. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none.

The following bids were received for one new 2021/2022 Model zero turn commercial mower with rear discharge for Oakland Cemetery: **Jeff Davis Sales & Service**, \$11,499; **Lee's Lawn Care & Equipment**, \$8,400; **McKeown Farm & Lawn** (3 models), \$13,399, \$11,399, \$10,499. A motion was made by Brubaker and seconded by Kyser to accept the bids. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none.

Mayor Jeffrey asked to entertain any motions to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Jeffrey asked for a motion for reading of the Consent Agenda. A motion was made by Brubaker and seconded by Davis for reading of the Consent Agenda. City Attorney Randall Thompson read the Consent Agenda.

**RESOLUTION R1105: "A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE MOBERLY AREA CHAMBER OF COMMERCE FOR PROPERTY LOCATED AT 220 W REED STREET AND 209 W COATES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE."**

**RESOLUTION R1106: "A RESOLUTION ACCEPTING THE BID AND AUTHORIZING CONTRACTING WITH J. T. HOLMAN GENERAL CONSTRUCTION AND EXCAVATING, LLC FOR DEMOLITION OF EIGHT (8) RESIDENTIAL STRUCTURES UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM."**

**RESOLUTION R1107: "A RESOLUTION AUTHORIZING THE PURCHASE OF A GRASSHOPPER MOWER FOR PUBLIC WORKS DEPARTMENT."**

**RESOLUTION R1108: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GOVERNMENTAL CONSULTING SERVICES AGREEMENT WITH ZAMKUS AND ASSOCIATES, LLC FOR CONSULTANT AND LOBBYIST WORK."**

**RESOLUTION R1109: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO TASK ORDER NUMBER 14 WITH BARTLETT & WEST, INC., SUPPLEMENTING A MASTER AGREEMENT DATED JUNE 14, 2016 EVALUATING A MULTI-MODAL FACILITY FOR THE RAIL TRACK AT THE MOBERLY INDUSTRIAL PARK."**

**RESOLUTION R1110: "A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO EXECUTE A MANAGED SERVICES AGREEMENT WITH THE TECH SHOP, LLC TO PROVIDE INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES TO THE MOBERLY POLICE DEPARTMENT."**

**RESOLUTION R1111: "A RESOLUTION ACCEPTING THE RESPONSE TO A REQUEST FOR QUALIFICATIONS AND AN AGREEMENT FOR ENGINEERING SERVICES WITH WATERS EDGE AQUATIC DESIGN FOR THE TANNEHILL PARK SPLASH PAD."**

The Resolution bills having previously been made available for public inspection were read by title one time. A motion was made by Brubaker and seconded by Davis to adopt the Resolutions. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none.

Kyser introduced **"A RESOLUTION ACCEPTING A PERMANENT STORMWATER EASEMENT FROM MFA OIL COMPANY"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none.

Brubaker introduced **"A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR INFRASTRUCTURE IMPROVEMENTS AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none.

Davis introduced **"A RESOLUTION AUTHORIZING A QUIT-CLAIM DEED TO THE ANGLICAN ORTHODOX CHURCH INTERNATIONAL"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Davis and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR REPLACEMENT OF HDPE LINER AT THE WASTEWATER TREATMENT FACILITY"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none.



Brubaker introduced **"A RESOLUTION AUTHORIZING THE MAYOR OF MOBERLY, MISSOURI TO EXECUTE U.S. GOVERNMENT FORMS RELATED TO THE CORONAVIRUS STATE FISCAL RECOVERY FUND AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kyser and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none.

Davis introduced **"A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER SERVICES AGREEMENT, A SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT AND ADDENDUM WITH GIS WORKSHOP, LLC D/B/A GWORKS"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none.

Kyser introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$1,953,194.43"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none.

Nancy Copenhaver of 1512 Ridgeline Dr, Moberly, MO, addressed the Council with questions about item number nine (9) from the agenda in regard to **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GOVERNMENTAL CONSULTING SERVICES AGREEMENT WITH ZAMKUS AND ASSOCIATES, LLC FOR CONSULTANT AND LOBBYIST WORK"**. She asked what services the City receives from Zamkus and if the City still belongs to the Missouri Municipal League, which also provides lobbying services. Mayor Jeffrey directed her questions to City Manager, Brian Crane. Crane explained that the City continues to belong to the Missouri Municipal League and explained that Zamkus and Associates, LLC lobbies for the City regarding legislature and promotional services, grant revenues, and other items that MML does not cover. He said that recently, Zamkus has worked with the Department of Natural Resources on regulatory issues for the City. Crane directed Copenhaver and the public to additional resources and information on Zamkus which can be found in an agreement on the City of Moberly's website (*in the August 2, 2021, Council Meeting packet*), or information may be requested through the City Clerk. He also stated that additional information on Zamkus may be obtained from the Missouri Ethics Commission. Copenhaver asked if the City has received \$15,000 worth of advantages from Zamkus. Crane answered affirmatively and said the Council felt comfortable approving the services.

Councilmen Kyser and Davis asked for clarification for the public on when the public could address items on the **Consent Agenda**. City Attorney, Randall Thompson, said that the public could contact a Councilperson or City Staff member before a meeting took place, and request certain items to be removed from the consent agenda for public discussion and put under **Ordinances and**

**Resolutions.** He said the public could also speak on consent agenda items or other items during the **Anything Else To Come Before The Council** portion of the meeting. Thompson said that items on the Consent Agenda were items discussed at the previous meeting's Work Session and the Council was in favor of moving forward the items for consideration and approval at the next meeting.

Mayor Jeffrey nominated Robert Dutton to be reappointed to the Fire Prevention Board. A motion was made by Davis and seconded by Brubaker to reappoint Robert Dutton to the Fire Prevention Board. Ayes: Jeffrey, Brubaker, Davis and Kyser and remotely Kimmons. Nays: none.

Present from the news media was Chuck Embree, Moberly Monitor Index.

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

Mayor Jeffrey reopened the meeting.

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

### **Work Session**

The following was discussed at the Work Session:

Appointment To The Moberly, Missouri Public Building Corporation.

An Ordinance Establishing The Tax Levy For The City of Moberly, Missouri For The Year 2021.

David Korb Has Contacted The City Wishing To Quit Claim Deed 905 Bond To The City.

Timmy L. And Connie L. Morgan Have Contacted The City Wishing To Quit Claim Deed 812 W Reed To The City.

Cost Share Funds To Widen Business 63 And Add A Center Turn Lane From Burkhart Street To Carpenter Street.

Receipt Of Bids For The Aquatic Center Repainting.

Robert J. O'Loughlin Has Requested Five (5) Properties From The City For Re-Development.

# City of Moberly

## City Council Agenda Summary

Agenda Number: #3.  
 Department: Parks and Recreation  
 Date: August 16, 2021

**Agenda Item:** Receipt of Bids for repainting of Aquatic Center

**Summary:** We advertised in the newspaper for bids and directly reached out to contractors recommended by Tnemec as usual. We received three bid responses. See attachment.

This is a budgeted project. There will be a little more involved than anticipated because we have had some paint chipping in the channel area and at some of the concrete joints which will require brush blasting to remove all loose material, but we should still fall within budget. We purchase the paint directly through Tnemec as it is more affordable this way and bid out the labor. Tnemec is the original paint used for the aquatic center and is one of the most durable in aquatic environments, used for things from aquatic centers to water towers.

Staff recommends approval of the low bid (\$21,586) from CCIMW. Tnemec vouched for the quality of their work on prior jobs. We anticipate work to be done late September/early October while the weather is still warm.

### Recommended

**Action:** Approve the bids.

**Fund Name:** Parks and Recreation – Aquatic Center – General Equipment Maintenance

**Account Number:** 115.042.5311

**Available Budget \$:** \$34,502.62

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

# Repainting Aquatic Center

#3.

## CITY OF MOBERLY

### "BID OPENING"

Date: 7/26/2021, 2:00 pm Sign-In Sheet

Name

Shannon Hance

Leslie Keeney

Company

City of Moberly

City of Moberly - P&R

# Repainting Aquatic Center

#3.

## CITY OF MOBERLY

### "BID OPENING"

Date: 7/26/2021, 2:00 pm

Jos. Ward Painting Co  
Painting  
Bazan Painting Co

CCIMW

\$ 23,944 - Sand Blast / \$ 11,498 Painting  
Caulk # 6.24 LF Patching 1 coat  
740 hrs @  
\$ 39,863.00 Base Bid 70,400  
material +  
\$ 21,586.00 Base Bid 10% mark-up

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_



**Quality and dedication  
since 1870**

8040 Litzsinger Rd. St. Louis, Mo. 63144 --- phone 314-644-0500 -- fax 314-644-3355

## **BID PROPOSAL**

**PROJECT NAME: Moberly Aquatic Center**

**Location: 100 Rothwell Park Rd. Moberly Mo 65270**

**BID DATE: 7/13/2021**

**Site Visit Date: 7/7/2021**

**Site Visit Contact: Troy Bock**

**Contact email: tbock@cityofmoberly.com**

**Contact phone: 660-269-7613**

**ESTIMATE PREPARED BY: *Brian Rhodes***

**[brianr@joswardpaintingco.com](mailto:brianr@joswardpaintingco.com)**

**cell – 314-479-6670**

**\$23,944 Brush Blasting Pool**

**\$11,498 Painting Pool 1 coat**

**Removing and Replacing Caulk \$6.24 LF**

**Patching anything in pool Time and Material Not to exceed 40 hours. Labor Rate of \$76.40 Material cost plus 10% mark up.**

### **SCOPE OF WORK INCLUDES FINISHES OF:**

Scarify entire surface of pool by brush blasting to assure adhesion of topcoat and remove any loose non-adherent materials. Spot prime all bare areas of concrete. Remove all left-over material from pool into dumpster. Power wash pool to remove any dirt, grease, and oil from pool. All cracks will be routed out and voids then Fill cracks flush with surface using Series 215 Surfacing Epoxy. Paint pool with 1 coat of Series 161 Tneme-Fascure. Apply striping, numbers and targets after final coat of 161 Tneme-Fascure has cured for at least 24 hours.

### **SCOPE OF WORK EXCLUDES FINISHES OF:**

Painting any slides. Painting any slide structures. Draining water out of pool. Repairs to finish damages, Supplying any paint or thinner for project. Stress cracks will not be patched less than a 1/8 inch.

**QUALIFICATIONS: All work performed during normal work hours**

_____ Authorized Customer Signature	_____ Title/Position at Company	_____ Date of Acceptance
_____ Printed Customer Signature		

## EXHIBIT A

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, Joseph Ward, being of legal age and having been duly sworn upon my Oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the Matters set forth herein.
2. I am employed by Jos. Ward Painting Co. (hereinafter "Company")  
And have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly Known as "Basic Pilot") federal work authorization program with respect to Company's Employees working in connection with the services Company is providing to, or will Provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in Connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For Jos Ward Painting Co (company name)

Title: President

Subscribed and sworn to before me on this 22 day of July, 2021

Michelle M Reeves

NOTARY PUBLIC



My commission expires:

MICHELLE M REEVES  
My Commission Expires  
September 18, 2021  
St. Louis County  
Commission #17946020



**BAZAN PAINTING COMPANY**

1273 N. PRICE RD  
St. Louis, MO 63132  
www.bazanpainting.com

P: 314-991-3500  
F: 314-991-5108

July 21, 2021

Shannon Hance, City Clerk  
Moberly City Hall

RE: Moberly Aquatic Center Painting

Dear Shannon:

Per your request, we submit the following on the above referenced project.

We propose to supply all necessary labor, materials, taxes, and full insurance coverage to perform the following scope of work per the provided specifications.

- Pool is to be drained and free of debris by others prior to our arrival.
- Pressure washing of pool surfaces with TSP and rinsing of pool surfaces.
- Brush- sandblasting of pool surfaces to be painted.
- Clean up and disposal of all sandblast debris and residue.
- Minor patching of static cracks and voids/bug holes with Tnemec 215 is included. If we find that more than minor patching is required after sandblasting, we will notify you immediately before proceeding.
- Cracks will be routed out and primed prior to patching.
- All patches will be grinded, and spot primed before applying the finish coat of epoxy. Additionally, any bare concrete areas will be spot primed.
- Painting of pool with one coat of Tnemec 161 catalyzed epoxy in the color Star . Tops of gutters and down the wall 6 inches will receive the color Water Front.
- All lane lines, targets, stair nosings, safety ledges, deep water warning line and depth markers in the pool will receive two coats of Tnemec 161 catalyzed epoxy in the color Black.
- We will use silica sand to apply a non-skid texture to the tops of steps and to all pool floor areas 18 inches deep and shallower.
- Pool expansion joints will be filled or repaired with a polysulfide caulk as needed.
- All paint, patch and thinner to be provided by the city and is not included in the base bid below.

BASE BID..... \$39,863.00

**Exclusions:**

1. Purchase of Tnemec paint, patch and thinner.

Page 2

Bazan Painting Company's standard warranty is for a period of one-year covering defects in workmanship and craftsmanship. Bazan Painting Company cannot be responsible for hydrostatic pressure problems during the coating process or curing process. **It is the Owner's responsibility to keep water and debris out of the pool during the curing process. When we are finished painting we remove our sump pump. If you do not have a sump pump we can provide one to you at a cost of \$100.00** The epoxy that was applied, in its dry state, is very slippery. When cleaning debris and water out of the pool, please make sure that you have a rope or some other apparatus to assist in leaving the deep end. This pool cannot be filled until sufficient cure time has been achieved according to the manufacturers specifications. It is the Owner's responsibility to maintain proper water chemistry, pH and calcium levels or this will invalidate the warranty.

**HYDROSTATIC CLAUSE: Due to the uncertainty of the amount of water that the soil is holding around the pool, Bazan Painting Company cannot accept responsibility for damage done to the pool from excess moisture in the ground. This could include cracking or the pool moving from the original placement in the ground (known as floating).**

This proposal is valid for a period of 30 days from the above date, unless otherwise stated in the specifications. Our proposal is based upon mutually agreed upon contract terms, or the AIA A401, 1997 or AGC ASA Consensus Documents 750, 2007. Thank you and if you have any further questions, please feel free to contact me.

Sincerely,



Eric Hellwig

Estimator

BAZAN PAINTING COMPANY

314-749-1616



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 176797

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer: BAZAN PAINTING CO

JODI REYNOLDS

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/07/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/07/2009

Date





## ***PAINTING / WALLCOVERING / INDUSTRIAL COATINGS***

**July 23, 2021**

**Attention:** City of Moberly

### **Re: Moberly Aquatic Center Painting**

We propose to furnish all necessary labor and sundries to paint the above job.

- Brush blast entire surface of the pool that is to receive paint according to the manufacturer's recommendations
- Clean up sand and debris from pool
- Power wash pool to remove dust and imbedded blast media
- Crack chase cracks and fill using Thiemec 215 patch
- Spot prime patched and bare areas using owner supplied paint
- Paint entire pool with one coat of owner supplied paint
- Layout and mask off striping, bull nosing, and depth markers and apply two coats of paint for coverage

Base bid..... \$21,586

#### Clarifications:

- Pool to be drained by others
- Not responsible for hydrostatic pressure issues
- Manufacture recommends entire surface to be painted to be sandblasted
- Paint to be supplied by owner
- No stenciling to be done on top of deck
- Nonskid finish to be applied on surfaces that are above 18" of water

**CCIMW is 100% WBE**

Respectfully Submitted,

***Joe Rickelmann***

**Cell: 314-623-9007**

We appreciate the opportunity to furnish you with this proposal and look forward to working with you on this project. This bid assumes that if it is granted, all parties will work together to develop a mutually agreeable construction schedule. This bid is also based on information provided at this time. Any revisions required later, will be subject to price review at that time. We reserve the right to withdraw this bid if it is not accepted within 45 days. If you have any questions, please feel free to call.

The City expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Section 34.057.5, RSMo, and in accord with the contract awarded as a result of this Invitation for Bids. Final payments will be made in accordance with Section 34.057.1(8), RSMo.

### **Commencement and Completion of Work**

The Work shall be commenced such that quality workmanship and completion is achieved by **Friday October 1, 2021**, subject to Excusable Delays.

Excusable Delays shall be delays or temporary inability to commence, complete or proceed in accordance with the foregoing schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of the contractor which are caused by the action or failure to act of any governmental body, including but not limited to the issuance of permits and approvals by the City, acts of war or civil insurrection, or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather.

7/23/21   
Date

City of Moberly  
City Hall  
101 West Reed Street  
Moberly, MO 65270  
**Troy Bock**  
(660) 269-8705 x2013  
tbock@cityofmoberly.com

# City of Moberly

## City Council Agenda Summary

Agenda Number: #4.  
 Department: City Clerk  
 Date: August 16, 2021

**Agenda Item:** An Ordinance establishing the Tax Levy for the City of Moberly, Missouri for the year 2021.

**Summary:** This Ordinance is in compliance with Missouri State Statutes and must be adopted by September 1 of each year in order to collect taxes for the year. The rates stated in the Ordinance have been approved by the Missouri State Auditor.

**Recommended**

**Action:** Approve the attached Ordinance.

**Fund Name:** N/A

**Account Number:** N/A

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

**ATTACHMENTS:**

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

**Role Call**

**Aye**   **Nay**

**Mayor**

M\_\_\_ S\_\_\_ **Jeffrey**      \_\_\_      \_\_\_

**Council Member**

M\_\_\_ S\_\_\_ **Brubaker**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Davis**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kyser**      \_\_\_      \_\_\_

Passed      Failed

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

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

**AN ORDINANCE ESTABLISHING THE TAX LEVY FOR THE CITY OF MOBERLY, MISSOURI FOR THE YEAR 2021.**

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

**SECTION ONE:** There is levied for the year 2021 for general revenue purposes for the fund known as the **“General Fund”**, on all property subject to taxation within the City of Moberly, Missouri, the sum of \$0.7283 on each \$100.00 of valuation thereof.

**SECTION TWO:** There is hereby levied for the year 2021 on all property subject to taxation in the City of Moberly, Missouri of \$0.3380 on each \$100.00 valuation thereof for the fund known as the **“Park Fund”**.

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

**PASSED AND ADOPTED** by the Council of the City of Moberly, Missouri on this 16th day of August 2021.

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

ATTEST:

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



**NICOLE GALLOWAY, CPA**  
Missouri State Auditor

CERTIFICATION LETTER

August 03, 2021

County Clerk  
Randolph County  
372 Hwy JJ, Ste. 2B  
Huntsville, MO 65259-0000

RE: 09-088-0007 City of Moberly

Dear County Clerk:

We have received information to substantiate compliance with Missouri law for the 2021 property tax rates for the above-captioned taxing authority. Section 137.073.6, RSMo, requires the State Auditor to examine such information and return to the county clerk our findings regarding the property tax rate ceilings and the debt service levy, if applicable. The State Auditor's Office has relied on information presented and representations made by the taxing authority for our review of the tax rate ceiling(s) and actual property tax rate(s) levied. Our findings are based upon existing constitutional provisions, statutes, rulings, and court decisions.

We understand that the taxing authority's property tax rate ceiling(s) and actual property tax rate(s) levied for 2021 to be as follows:

Purpose	Tax Rate Ceiling or Maximum Allowable Debt Service	Sales Tax Reduction	20% Required Reduction 1st Class Charter County Political Subdivision Not Submitting Estimate Non-Binding Tax Rate	Voluntary Reduction	Recoupment Rate	<b>CERTIFIED RATE</b>	Taxing Authority's Proposed Rate	Complies with MO Laws Yes/No
General Revenue	0.7283	0.0000	0.0000	0.0000	0.0000	<b>0.7283</b>	0.7283	Yes
Parks & Recreation	0.3380	0.0000	0.0000	0.0000	0.0000	<b>0.3380</b>	0.3380	Yes

Based on the information submitted by the taxing authority we find the CERTIFIED RATE(S) for the taxing authority as listed above, complies or does not comply with the provisions Section 137.073, RSMo, as indicated above. Any taxing authority levying a rate(s) higher than the certified rate(s) is/are not in compliance with Missouri laws. All tax levies not in compliance will receive a Notification of Non-Compliance Letter sent certified mail, will be referred to the Missouri Attorney General's Office pursuant to Section 137.073.6(2), RSMo, and will also be noted in our Review of 2021 Property Tax Rates report. A copy of this letter must be sent by your office to the above captioned political subdivision to comply with Section 137.073.6, RSMo.



# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#5.

Department: Public Works

Date: August 16, 2021

**Agenda Item:** An Ordinance Approving Five Cooperative Development Agreements With Budingen Group, LLC.

**Summary:** The following five properties are ones that the city has acquired, 817 Bond St., 831 Bond St., 505 Johnson St., 511 Johnson St. and 540 West End Pl. Robert O'Loughlin is going to re-develop these properties under our re-development program.

### Recommended

**Action:** Approve this ordinance.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input checked="" type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other_

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ Jeffrey

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ Brubaker

\_\_\_

M\_\_\_ S\_\_\_ Kimmons

\_\_\_

M\_\_\_ S\_\_\_ Davis

\_\_\_

M\_\_\_ S\_\_\_ Kyser

\_\_\_

Passed

Failed

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

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

**AN ORDINANCE APPROVING FIVE COOPERATIVE DEVELOPMENT AGREEMENTS WITH BUDINGEN GROUP, LLC.**

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

**SECTION ONE:** The City of Moberly owns real estate located at 817 Bond Street, 831 Bond Street, 505 Johnson Street, 511 Johnson Street and 540 West End Place all in the City of Moberly and Budingen Group, LLC desires to redevelop these properties for residential purposes.

**SECTION TWO:** Budingen Group, LLC is ready, willing and able to develop all these properties for residential purposes according to the terms of the attached Cooperative Development Agreements (“Agreements”) upon receiving a deed from the City.

**SECTION THREE:** City staff recommends the execution of the attached Agreements as being in the best interests of the city; therefore, this council approves the attached Agreements and authorizes the City Manager to execute the agreements on behalf of the city and to take such other actions as may be necessary to accomplish the purpose thereof.

**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 16th day of August, 2021.

**ATTEST:**

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

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

**COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT**

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ( the “Effective Date”) by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the “City”) and Budingen Group LLC, a Missouri Limited Liability Company, having a business office at PO Box 546, Moberly, Missouri, 65270 (the “Developer”).

**RECITALS**

- A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City’s economic development goals and improve property values in the area where the Property is located.
- B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer’s promise to expend the Developer’s funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

**ARTICLE I.  
THE PROPERTY AND CONSTRUCTION**

**Section 1.1. Conveyance of the Property.** Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer’s agreement to construct a residence in conformance with building plans submitted and approved by the City.

**Section 1.2. The Property.** The Property shall mean the generally vacant and unimproved lots numbered as 511 Johnson Street and further depicted and legally described as All of Lots Seven (7) and Eight (8) in Block One (1) of the Original Town of Moberly, Randolph County, Missouri.

**Section 1.3. Construction.** The Developer shall deposit \$1,000.00 (the “deposit”) within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs which costs will be deducted from the deposit. Developer shall submit building plans and make application for a building permit within thirty (90) days of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

## ARTICLE II. CONVEYANCE AGREEMENT

**Section 2.1. Transfer of the Property.** Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

**Section 2.2. Deed.** The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

**Section 2.3. Events of Closing.**

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonable request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

**Section 2.4. Real Estate Brokers.** The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this

transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys’ fees relating to litigation and other proceedings.

ARTICLE III  
BREACH

**Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive.** In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City’s sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City’s sole discretion.

ARTICLE IV  
MISCELLANEOUS PROVISIONS

**Section 4.1. No Assignment.** Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

**Section 4.2. Term of Agreement.** This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

**Section 4.3. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly	
	Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	Robert J. O’Loughlin	
	PO Box 546	Moberly, Missouri 65270

**Section 4.4. Choice of Law; Venue; Waiver of Objections.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties 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 and waive any objection based upon venue or forum non conveniens or otherwise.

**Section 4.5.     Entire Agreement; Amendments; No Waiver by Prior Actions.** The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

**Section 4.6.     No Waiver of Sovereign Immunity; Public Liability Strictly Limited.** Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

**Section 4.7.     Deposit Refund.** Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund any portion of the deposit not expended during the project.

**Section 4.8.     Execution in Counterparts.** Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CITY OF MOBERLY**

By: \_\_\_\_\_  
Brian Crane, City Manager

**ATTEST:**

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

**DEVELOPER**

By: \_\_\_\_\_  
Robert J. O’Loughlin

## ACKNOWLEDGEMENTS

STATE OF MISSOURI     )  
                              )SS  
COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

Seal:

STATE OF MISSOURI     )  
                             )SS  
COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Robert J. O'Loughlin, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Budingen Group LLC, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

Notary Public

My commission expires:

Seal:

**COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT**

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ( the “Effective Date”) by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the “City”) and Budingen Group LLC, a Missouri Limited Liability Company, having a business office at PO Box 546, Moberly, Missouri, 65270 (the “Developer”).

**RECITALS**

- A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City’s economic development goals and improve property values in the area where the Property is located.
- B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer’s promise to expend the Developer’s funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

**ARTICLE I.  
THE PROPERTY AND CONSTRUCTION**

**Section 1.1. Conveyance of the Property.** Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer’s agreement to construct a residence in conformance with building plans submitted and approved by the City.

**Section 1.2. The Property.** The Property shall mean the generally vacant and unimproved lots numbered as 817 Bond Street and further depicted and legally described as All of Lot Fifteen (15) of Block Three (3) of Barrow’s Addition to Moberly, Randolph County, Missouri.

**Section 1.3. Construction.** The Developer shall deposit \$1,000.00 (the “deposit”) within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs which costs will be deducted from the deposit. Developer shall submit building plans and make application for a building permit within thirty (90) days of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.



## ARTICLE II. CONVEYANCE AGREEMENT

**Section 2.1. Transfer of the Property.** Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

**Section 2.2. Deed.** The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

**Section 2.3. Events of Closing.**

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonable request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

**Section 2.4. Real Estate Brokers.** The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this

transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys’ fees relating to litigation and other proceedings.

ARTICLE III  
BREACH

**Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive.** In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City’s sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City’s sole discretion.

ARTICLE IV  
MISCELLANEOUS PROVISIONS

**Section 4.1. No Assignment.** Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

**Section 4.2. Term of Agreement.** This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

**Section 4.3. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly	
	Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	Robert J. O’Loughlin	
	PO Box 546	Moberly, Missouri 65270

**Section 4.4. Choice of Law; Venue; Waiver of Objections.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties 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 and waive any objection based upon venue or forum non conveniens or otherwise.

**Section 4.5.     Entire Agreement; Amendments; No Waiver by Prior Actions.** The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

**Section 4.6.     No Waiver of Sovereign Immunity; Public Liability Strictly Limited.** Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

**Section 4.7.     Deposit Refund.** Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund any portion of the deposit not expended during the project.

**Section 4.8.     Execution in Counterparts.** Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CITY OF MOBERLY**

By: \_\_\_\_\_  
Brian Crane, City Manager

**ATTEST:**

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

**DEVELOPER**

By: \_\_\_\_\_  
Robert J. O’Loughlin

## ACKNOWLEDGEMENTS

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

Seal:

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Robert J. O'Loughlin, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Budingen Group LLC, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

Notary Public

My commission expires:

Seal:

**COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT**

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ( the “Effective Date”) by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the “City”) and Budingen Group LLC, a Missouri Limited Liability Company, having a business office at PO Box 546, Moberly, Missouri, 65270 (the “Developer”).

**RECITALS**

- A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City’s economic development goals and improve property values in the area where the Property is located.
- B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer’s promise to expend the Developer’s funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

**ARTICLE I.  
THE PROPERTY AND CONSTRUCTION**

- Section 1.1. Conveyance of the Property.** Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer’s agreement to construct a residence in conformance with building plans submitted and approved by the City.
- Section 1.2. The Property.** The Property shall mean the generally vacant and unimproved lots numbered as 505 Johnson Street and further depicted and legally described as All of the North fifteen (15) feet of Lot Three (3) and all of Lot Four (4) in Block One (1) of the Original Town of Moberly, Randolph County, Missouri.
- Section 1.3. Construction.** The Developer shall deposit \$1,000.00 (the “deposit”) within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs which costs will be deducted from the deposit. Developer shall submit building plans and make application for a building permit within thirty (90) days of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

## ARTICLE II. CONVEYANCE AGREEMENT

**Section 2.1. Transfer of the Property.** Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

**Section 2.2. Deed.** The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

**Section 2.3. Events of Closing.**

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonable request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

**Section 2.4. Real Estate Brokers.** The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys’ fees relating to litigation and other proceedings.

ARTICLE III  
BREACH

**Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive.** In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City’s sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City’s sole discretion.

ARTICLE IV  
MISCELLANEOUS PROVISIONS

**Section 4.1. No Assignment.** Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

**Section 4.2. Term of Agreement.** This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

**Section 4.3. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	Robert J. O’Loughlin PO Box 546	Moberly, Missouri 65270

**Section 4.4. Choice of Law; Venue; Waiver of Objections.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties 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 and waive any objection based upon venue or forum non conveniens or otherwise.

**Section 4.5.     Entire Agreement; Amendments; No Waiver by Prior Actions.** The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

**Section 4.6.     No Waiver of Sovereign Immunity; Public Liability Strictly Limited.** Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

**Section 4.7.     Deposit Refund.** Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund any portion of the deposit not expended during the project.

**Section 4.8.     Execution in Counterparts.** Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CITY OF MOBERLY**

By: \_\_\_\_\_  
Brian Crane, City Manager

**ATTEST:**

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

**DEVELOPER**

By: \_\_\_\_\_  
Robert J. O’Loughlin



## ACKNOWLEDGEMENTS

STATE OF MISSOURI )  
 )SS  
COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

Seal:

STATE OF MISSOURI     )  
                             )SS  
COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Robert J. O'Loughlin, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Budingen Group LLC, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

Notary Public

My commission expires:

Seal:

**COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT**

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ( the “Effective Date”) by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the “City”) and Budingen Group LLC, a Missouri Limited Liability Company, having a business office at PO Box 546, Moberly, Missouri, 65270 (the “Developer”).

**RECITALS**

- A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City’s economic development goals and improve property values in the area where the Property is located.
- B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer’s promise to expend the Developer’s funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

**ARTICLE I.  
THE PROPERTY AND CONSTRUCTION**

- Section 1.1. Conveyance of the Property.** Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer’s agreement to construct a residence in conformance with building plans submitted and approved by the City.
- Section 1.2. The Property.** The Property shall mean the generally vacant and unimproved lots numbered as 540 West End Place and further depicted and legally described as All of Lot Ten (10) in Block Two (2) of Trimble’s Addition to Moberly, Randolph County, Missouri.
- Section 1.3. Construction.** The Developer shall deposit \$1,000.00 (the “deposit”) within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs which costs will be deducted from the deposit. Developer shall submit building plans and make application for a building permit within thirty (90) days of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

## ARTICLE II. CONVEYANCE AGREEMENT

**Section 2.1. Transfer of the Property.** Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

**Section 2.2. Deed.** The conveyance of title shall be by Quit-Claim deed in which the City shall convey to Developer all the right, title and interest held by the City in the Property and not by Warranty Deed. City makes no warranties as to the merchantability of title. Developer agrees to record the Quit-Claim deed contemporaneously with delivery of the deed.

**Section 2.3. Events of Closing.**

(a) Each Party shall execute, acknowledge, and deliver, after the closing, such further assurances, instruments and documents as the other may reasonable request in order to fulfill the intent of the Purchase Agreement and the transactions contemplated hereby.

(b) If Developer desires a Title Commitment be issued prior to closing, Developer shall pay the costs of any title commitment and for premiums on any owner's policy of title insurance, and any title endorsements to any such policy, issued by the Title Company that the Developer elects to obtain on the Property. All outstanding real estate taxes, and all other public or governmental charges and public or private assessments against the Property which are or may be payable on an annual basis (including liens or encumbrances for sewer, water, drainage or other public improvements whether completed or commences on or prior to the Effective Date or subsequent thereto), shall be paid by Developer. All other costs of closing shall be borne by the Developer including, without limitation, any applicable state, county and municipal transfer taxes, closing costs and recording fees charged by the Title Company.

(c) **BY CLOSING ON THE PROPERTY, THE DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER HAS HAD ADEQUATE OPPORTUNITY TO INSPECT, REVIEW AND CONSIDER ALL MATTERS AFFECTING THE USE, OWNERSHIP AND DEVELOPMENT OF THE PROPERTY AND THAT THE CONVEYANCE OF SAME BY THE CITY IS TO BE MADE ON AN "AS IS/WHERE IS" BASIS AND WITHOUT RECOURSE TO THE CITY. THE CONVEYANCE OF THE PROPERTY SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS OR HABITABILITY, GOOD OR FAIR CONDITION OR REPAIR OR GOOD AND WORKMANLIKE CONSTRUCTION AND (ii) ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO SITE CONDITIONS AS OF THE EFFECTIVE DATE AND OF THE CLOSING AND CONVEYANCE OF THE PROPERTY OR POTENTIAL LIABILITIES UNDER OR WITH RESPECT TO ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW OR REGULATION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY THE CITY AND EACH OF WHICH DISCLAIMERS IS HEREBY AGREED TO AND ACCEPTED BY THE DEVELOPER.**

**Section 2.4. Real Estate Brokers.** The City and Developer hereby state and warrant to each other that neither has dealt with any real estate broker, agent or salespersons in connection with this

transaction and the sale of the Property. To the full extent permitted by law, the City and Developer each agree to indemnify and hold the other harmless against any claims for real estate commissions or consultant fees claiming representation of such party in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, all costs and attorneys’ fees relating to litigation and other proceedings.

ARTICLE III  
BREACH

**Section 3.1. Breach and Compliance; Right to Cure; Remedies Not Exclusive.** In the event of substantial non-compliance with any of the terms of this Agreement, written notice of same may be delivered to the Developer by the City, and, if the Developer shall not have corrected such substantial non-compliance within Forty-five (45) days after receipt of such notice the City may institute such proceedings as may be necessary or desirable in the City’s sole opinion to cure and remedy such default including, without limitation, the remedy of specific performance. If Developer fails to correct any such substantial non-compliance as herein provided it shall forfeit the deposit. None of the foregoing remedies shall be exclusive or any other remedy otherwise available to the City at law or in equity and any and all such remedies may be exercised by the City individually, sequentially, collectively, or in the alternative, all at the City’s sole discretion.

ARTICLE IV  
MISCELLANEOUS PROVISIONS

**Section 4.1. No Assignment.** Neither Party shall be permitted to sell, assign or otherwise transfer its interest in the Agreement in whole or in part to any other individual or entity.

**Section 4.2. Term of Agreement.** This Agreement shall continue in force until the date of the issuance of the last Certificate of Occupancy for any Building(s) on the Property. The rights and privileges granted to and the duties and obligations imposed on the Developer by this Agreement shall apply only to the Property.

**Section 4.3. Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice shall be in writing addressed to the addressees at the address set forth below, and transmitted by first class mail:

City:	City of Moberly	
	Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	Robert J. O’Loughlin	
	PO Box 546	Moberly, Missouri 65270

**Section 4.4. Choice of Law; Venue; Waiver of Objections.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties 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 and waive any objection based upon venue or forum non conveniens or otherwise.

**Section 4.5.     Entire Agreement; Amendments; No Waiver by Prior Actions.** The Parties agree that this Agreement constitutes the entire agreement between them and no other agreements or representations have been made by the Parties. This Agreement shall only be amended in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant or condition shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

**Section 4.6.     No Waiver of Sovereign Immunity; Public Liability Strictly Limited.** Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City’s Sovereign Immunity. The Parties agree that in no event shall the City, or any of its officials, officers, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to the Developer or any lessee, sublessee, assign, heir or personal representative of the Developer in respect of any suit, claim, or cause of action arising out of this Agreement.

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**Section 4.8.     Execution in Counterparts.** Each person executing this Agreement warrants and represents that he or she has authority to do so on behalf of the entity he or she represents. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall for all purposes constitute one and same instrument, binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CITY OF MOBERLY**

By: \_\_\_\_\_  
Brian Crane, City Manager

**ATTEST:**

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

**DEVELOPER**

By: \_\_\_\_\_  
Robert J. O’Loughlin

## ACKNOWLEDGEMENTS

STATE OF MISSOURI )  
 )SS  
COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

## Notary Public

My commission expires:

Seal:

STATE OF MISSOURI )  
 )SS  
COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Robert J. O'Loughlin, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Budingen Group LLC, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

## Notary Public

My commission expires:

Seal:

**COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT**

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**RECITALS**

- A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City’s economic development goals and improve property values in the area where the Property is located.
- B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer’s promise to expend the Developer’s funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants set forth in this Agreement, the City and Developer each hereby agrees as follows:

**ARTICLE I.  
THE PROPERTY AND CONSTRUCTION**

**Section 1.1. Conveyance of the Property.** Subject to the terms and conditions of this Agreement, the City agrees to convey vacant infill property zoned for residential use in exchange for Developer’s agreement to construct a residence in conformance with building plans submitted and approved by the City.

**Section 1.2. The Property.** The Property shall mean the generally vacant and unimproved lots numbered as 831 Bond Street and further depicted and legally described as All of Lot Eighteen (18) in Block Three (3) of Barrow’s Addition to Moberly, Randolph County, Missouri.

**Section 1.3. Construction.** The Developer shall deposit \$1,000.00 (the “deposit”) within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs which costs will be deducted from the deposit. Developer shall submit building plans and make application for a building permit within thirty (90) days of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

## ARTICLE II. CONVEYANCE AGREEMENT

**Section 2.1. Transfer of the Property.** Subject to the terms and conditions of this Agreement and within thirty (30) days of the acceptance by the City of the site and building plan(s) and issuance of the building permit, the City agrees to convey the Property at closing. The purchase price for the Property shall be One Dollar (\$1.00) and other good and valuable consideration as stated herein.

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BREACH

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ARTICLE IV  
MISCELLANEOUS PROVISIONS

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City:	City of Moberly	
	Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	Robert J. O’Loughlin	
	PO Box 546	Moberly, Missouri 65270

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**CITY OF MOBERLY**

By: \_\_\_\_\_  
Brian Crane, City Manager

**ATTEST:**

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

**DEVELOPER**

By: \_\_\_\_\_  
Robert J. O’Loughlin

## ACKNOWLEDGEMENTS

STATE OF MISSOURI )  
 )SS  
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On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My commission expires:

Seal:

STATE OF MISSOURI )  
 )SS  
COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me appeared Robert J. O’Loughlin, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Budingen Group LLC, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

Notary Public

My commission expires:

Seal:

# City of Moberly

## City Council Agenda Summary

Agenda Number: #6.  
 Department: Administration  
 Date: August 16, 2021

**Agenda Item:** A Resolution granting a driveway easement to Bobby N. Blades Trust.

**Summary:** The city was contacted by a property owner who accesses their residence using an established driveway that crosses city owned property. They asked if the city would grant them an easement for the driveway. The property owner had a survey done to create a legal description for a 20-foot-wide drive. Attached is an easement which incorporates the survey description.

**Recommended Action:** To authorize granting of the easement by Resolution at the August 16, 2021 council meeting..

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

**Aye** **Nay**

#### Mayor

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_ \_\_\_

#### Council Member

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Davis** \_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_ \_\_\_

Passed Failed

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

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

**A RESOLUTION GRANTING A DRIVEWAY EASEMENT TO THE BOBBY N. BLADES TRUST.**

**WHEREAS**, the City has acquired property near Sugar Creek Lake, across which a driveway exists which is utilized by persons accessing property owned by the Bobby N. Blades Trust; and

**WHEREAS**, representatives of the Bobby N. Blades Trust have requested that the City grant it a driveway easement to ensure their continuing access to their property; and

**WHEREAS**, attached hereto is a proposed Driveway Easement whereby the City will convey to the Bobby N. Blades Trust a 20-foot-wide easement as described therein; and

**WHEREAS**, City staff requests that the Council approve the Easement and further authorize the Mayor to execute said Easement and to take such other and further action to accomplish the purposes of this Resolution.

**NOW, THEREFORE**, the City Council of the City of Moberly hereby approves the attached Driveway Easement and further authorizes the Mayor to execute the Easement on behalf of the City and to take such other and further action to accomplish the purposes of this Resolution.

**RESOLVED** this 16th day of August 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

- 
1.     **Title:** Driveway Easement
  2.     **Date:**
  3.     **Grantor:** The City of Moberly, Missouri
  4.     **Grantee:** Bobby N. Blades Trust
  5.     **Mailing Address of Grantee:**
  6.     **Legal Description:**

A 20-foot-wide tract of land being part of the Southwest Quarter of the Northeast Quarter of Section 15, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri the center line of which is more particularly described as follows:

Commencing at an iron rod marking the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 15, thence North 88 degrees 59 minutes 57 seconds East a distance of 251.88 feet to an iron rod; thence North 88 degrees 44 minutes 04 seconds East, a distance of 175.06 feet to the POINT OF BEGINNING; thence North 01 degrees 13 minutes 58 seconds East, a distance of 121.05 feet to the centerline of Sugar Creek Lake Park Road and the POINT OF ENDING.

DRIVEWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

**THAT, CITY OF MOBERLY, MISSOURI**, a Missouri Third Class Statutory City, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the **BOBBY N. BLADES TRUST**, hereafter called Grantee, an perpetual ingress and egress easement for driveway purposes for the location, construction, reconstruction, maintenance and repair of a driveway on, over and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A 20-foot-wide tract of land being part of the Southwest Quarter of the Northeast Quarter of Section 15, Township 54 North, Range 14 West of the fifth principal meridian, Randolph County, Missouri the center line of which is more particularly described as follows:

Commencing at an iron rod marking the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 15, thence North 88 degrees 59 minutes 57 seconds East, a distance of 251.88 feet to an iron rod; thence North 88 degrees 44 minutes 04 seconds East, a distance of 175.06 feet to the POINT OF BEGINNING; thence North 01 degrees 13 minutes 58 seconds East, a distance of 121.05 feet to the centerline of Sugar Creek Lake Park Road and the POINT OF ENDING.

**TO HAVE AND TO HOLD** the same for the aforesaid use with all rights, privileges, appurtenances, and immunities thereto belonging unto the Grantee, its successors and assigns for so long as said use shall continue, the Grantor hereby covenanting for its heirs and successors and assigns unto the Grantee, its successors and assigns the following:

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of a driveway;
2. That Grantor is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that it will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.
3. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of maintaining a driveway.

**IN WITNESS WHEREOF**, said Grantor does hereunder set its hand and subscribed its name to the foregoing, this \_\_\_\_ day of \_\_\_\_\_, 2021.

THE CITY OF MOBERLY, MISSOURI

BOBBY N. BLADES TRUST

By: \_\_\_\_\_  
Print name:  
Title:

By: \_\_\_\_\_  
Trustee,

ATTEST: \_\_\_\_\_  
Print name:  
Title:

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI            )  
  )  
COUNTY OF RANDOLPH        )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared Jerry Jeffrey, to me personally known, who being by me duly sworn, did say he is the Mayor of the City of Moberly, Missouri, and that said instrument was signed and sealed on behalf of said city upon authority granted him by the City Council of the City of Moberly, and the said Jerry Jeffrey acknowledged said instrument to be the free act and deed of said city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Randolph County, Missouri, the day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_



GRANTEE’S ACKNOWLEDGMENT

STATE OF MISSOURI            )  
  )  
COUNTY OF RANDOLPH        )

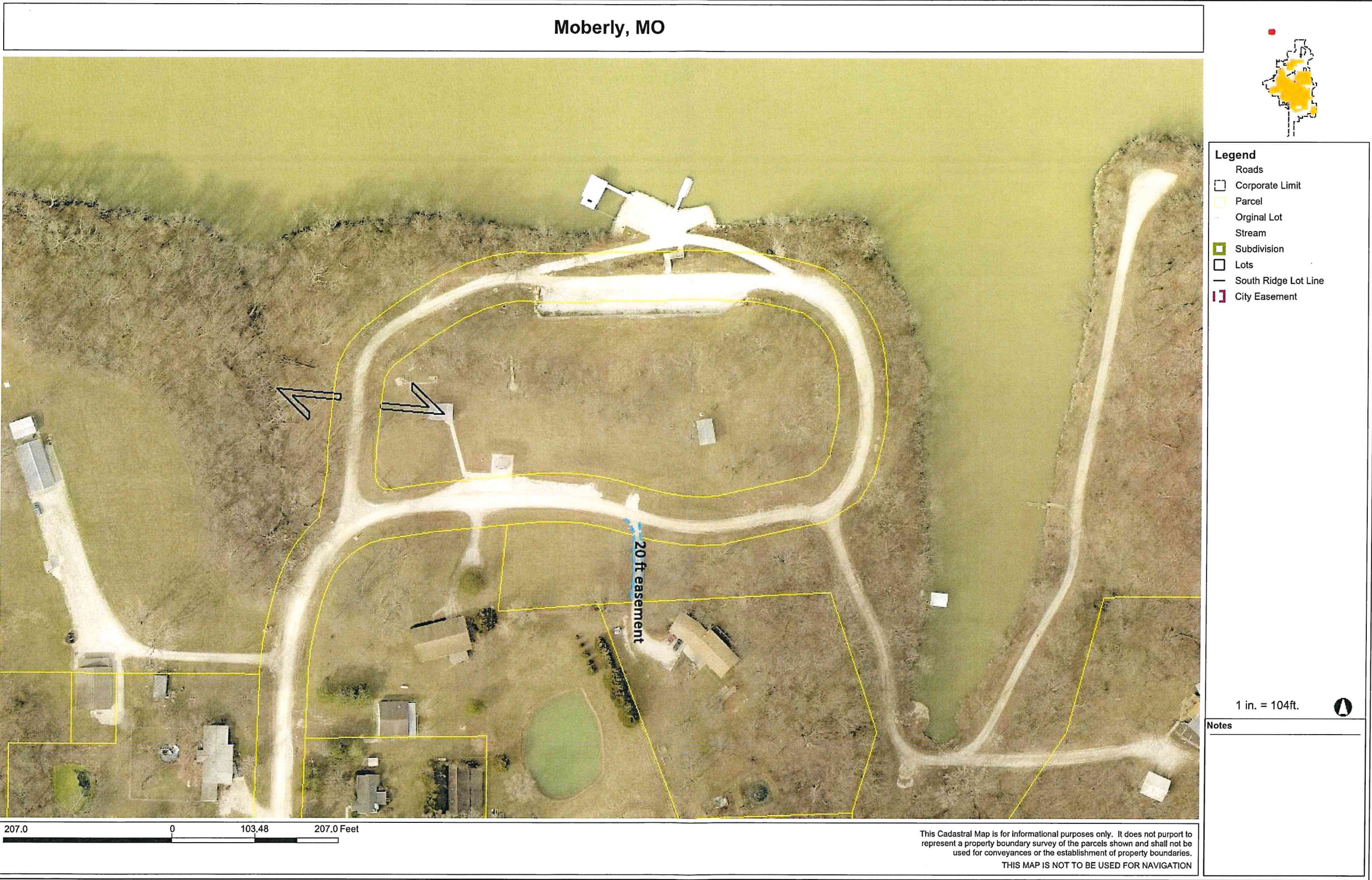
On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say he is the Trustee of the Bobby N. Blade Trust, and that said instrument was signed on behalf of said Trust upon authority granted him by said Trust instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Randolph County, Missouri, the day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_







# City of Moberly

## City Council Agenda Summary

Agenda Number: #7.  
 Department: Parks and Recreation  
 Date: August 16, 2021

**Agenda Item:** A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING CONTRACTING WITH CCIMW, LLC FOR REPAINTING OF THE AQUATIC CENTER.

**Summary:** We advertised in the newspaper for bids and directly reached out to contractors recommended by Tnemec as usual. We received three bid responses. See attachment.

This is a budgeted project. There will be a little more involved than anticipated because we have had some paint chipping in the channel area and at some of the concrete joints which will require brush blasting to remove all loose material, but we should still fall within budget. We purchase the paint directly through Tnemec as it is more affordable this way and bid out the labor. Tnemec is the original paint used for the aquatic center and is one of the most durable in aquatic environments, used for things from aquatic centers to water towers.

Staff recommends approval of the low bid (\$21,586) from CCIMW. Tnemec vouched for the quality of their work on prior jobs. We anticipate work to be done late September/early October while the weather is still warm.

### Recommended

**Action:** Approve the Resolution.

**Fund Name:** Parks and Recreation – Aquatic Center – General Equipment Maintenance

**Account Number:** 115.042.5311

**Available Budget \$:** \$34,502.62

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

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

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

**A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING CONTRACTING WITH CCIMW, LLC FOR REPAINTING OF THE AQUATIC CENTER.**

**WHEREAS**, the Parks and Recreation Department advertised and directly solicited bids for repainting of the Aquatic Center; and

**WHEREAS**, three bids were received and the bid of CCIMW, LLC in the amount of Twenty One Thousand Five Hundred and Eighty-Six Dollars (\$21,586) was the lowest; and

**WHEREAS**, city staff has reviewed all bids and determined that the bid of CCIMW, LLC is the lowest responsible bid; and

**WHEREAS**, city staff recommends acceptance of the bid and contracting for the service.

**THEREFORE**, the Moberly, Missouri, City Council accepts the bid of CCIMW, LLC and authorizes the city manager to contract for the repainting of the Aquatic Center and to take such other and further actions necessary to carry out the intent of this Resolution.

**RESOLVED** this 16th day of August, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



## ***PAINTING / WALLCOVERING / INDUSTRIAL COATINGS***

**July 23, 2021**

**Attention:** City of Moberly

### **Re: Moberly Aquatic Center Painting**

We propose to furnish all necessary labor and sundries to paint the above job.

- Brush blast entire surface of the pool that is to receive paint according to the manufacturer's recommendations
- Clean up sand and debris from pool
- Power wash pool to remove dust and imbedded blast media
- Crack chase cracks and fill using Tnemec 215 patch
- Spot prime patched and bare areas using owner supplied paint
- Paint entire pool with one coat of owner supplied paint
- Layout and mask off striping, bull nosing, and depth markers and apply two coats of paint for coverage

Base bid..... \$21,586

**Clarifications:**

- Pool to be drained by others
- Not responsible for hydrostatic pressure issues
- Manufacture recommends entire surface to be painted to be sandblasted
- Paint to be supplied by owner
- No stenciling to be done on top of deck
- Nonskid finish to be applied on surfaces that are above 18" of water

**CCIMW is 100% WBE**

Respectfully Submitted,

***Joe Rickelmann***

**Cell: 314-623-9007**

We appreciate the opportunity to furnish you with this proposal and look forward to working with you on this project. This bid assumes that if it is granted, all parties will work together to develop a mutually agreeable construction schedule. This bid is also based on information provided at this time. Any revisions required later, will be subject to price review at that time. We reserve the right to withdraw this bid if it is not accepted within 45 days. If you have any questions, please feel free to call.

# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

#8.

Department: Finance

Date: August 16, 2021

**Agenda Item:** A resolution accepting the bid of Willis Brothers, Inc. and authorizing contracting for sewer repairs in the 1200 block of Reed Street.

**Summary:** The sewer line that serves the homes on the north side of the 1200 block of Reed Street has partially collapsed and is causing sewer backups and overflows into the waterway between MACC and Bob and Barb Riley's home. The maintenance crew is performing daily cleaning of the sewer to keep the line open and prevent further overflows. This needs to be addressed quickly and the only contractor available is Willis Brothers, who cannot get the job into their schedule until after the week immediately after Labor Day. We would like to get this approved so that we are ready to go in the event that Willis Brothers schedule opens up. They will replace the existing 6" clay tile with 180 feet of 8" PVC pipe, 2 manholes, and reconnect all existing laterals to the new main.

### Recommended

**Action:** Approve this resolution

**Fund Name:** Public Utilities Operations & Maintenance

**Account Number:** 301.112.5314, Sewer Line Maintenance

**Available Budget \$:** \$70,962.76

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ **Jeffrey**

\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Brubaker**

\_\_\_

M\_\_\_ S\_\_\_ **Kimmons**

\_\_\_

M\_\_\_ S\_\_\_ **Davis**

\_\_\_

M\_\_\_ S\_\_\_ **Kyser**

\_\_\_

Passed Failed

BID NO. \_\_\_\_\_

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

**A RESOLUTION ACCEPTING THE BID OF WILLIS BROS., INC AND  
AUTHORIZING CONTRACTING FOR SEWER REPAIRS IN THE 1200 BLOCK OF  
REED STREET.**

**WHEREAS**, an emergency exists requiring replacement of two manholes and installation of 180 feet of PVC pipe to repair a collapsed sewer main in the 1200 block of Reed Street; and

**WHEREAS**, Sec. 2-435 of the City Code provides for exceptions to bidding procedures including emergency purchases without bidding upon the City Manager’s approval which, if in excess of \$20,000.00, must be presented to the City Council within 10 calendar days of expenditure; and

**WHEREAS**, Willis Bros., Inc., (“Willis”) provided a bid (attached hereto) of Twenty-One Thousand Seven Hundred and Forty Dollars (\$21,740.00) to make the necessary repairs as soon as they are able to get a crew on site; and

**WHEREAS**, due to the emergency nature of this expenditure, city staff requests the Council accept the attached bid and authorize contracting for the necessary repairs.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the attached bid of \$21,740.00 and authorizes the work described therein and further authorizes contracting with Willis Bros., Inc. for the sewer main and manhole repair and further authorizes all other actions necessary to carry out the intent of this Resolution.

**RESOLVED** this 16th day of August, 2021, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



**WILLIS BROS., INC.**  
**30285 KIMBALL PLACE**  
**MACON, MISSOURI 63552**  
**660-385-3327/FAX 660-385-7110**

QUOTE

August 10, 2021

City of Moberly  
Attn: Tim Patrick

Re: Reed Street

2 Manholes	4,800.00	\$9,600.00
180' 8" PVC SDR 35	48.00	\$8,640.00
Tie to Existing and Sewer		\$2,000.00
Seed & Mulch		<u>\$1,500.00</u>
		\$21,740.00

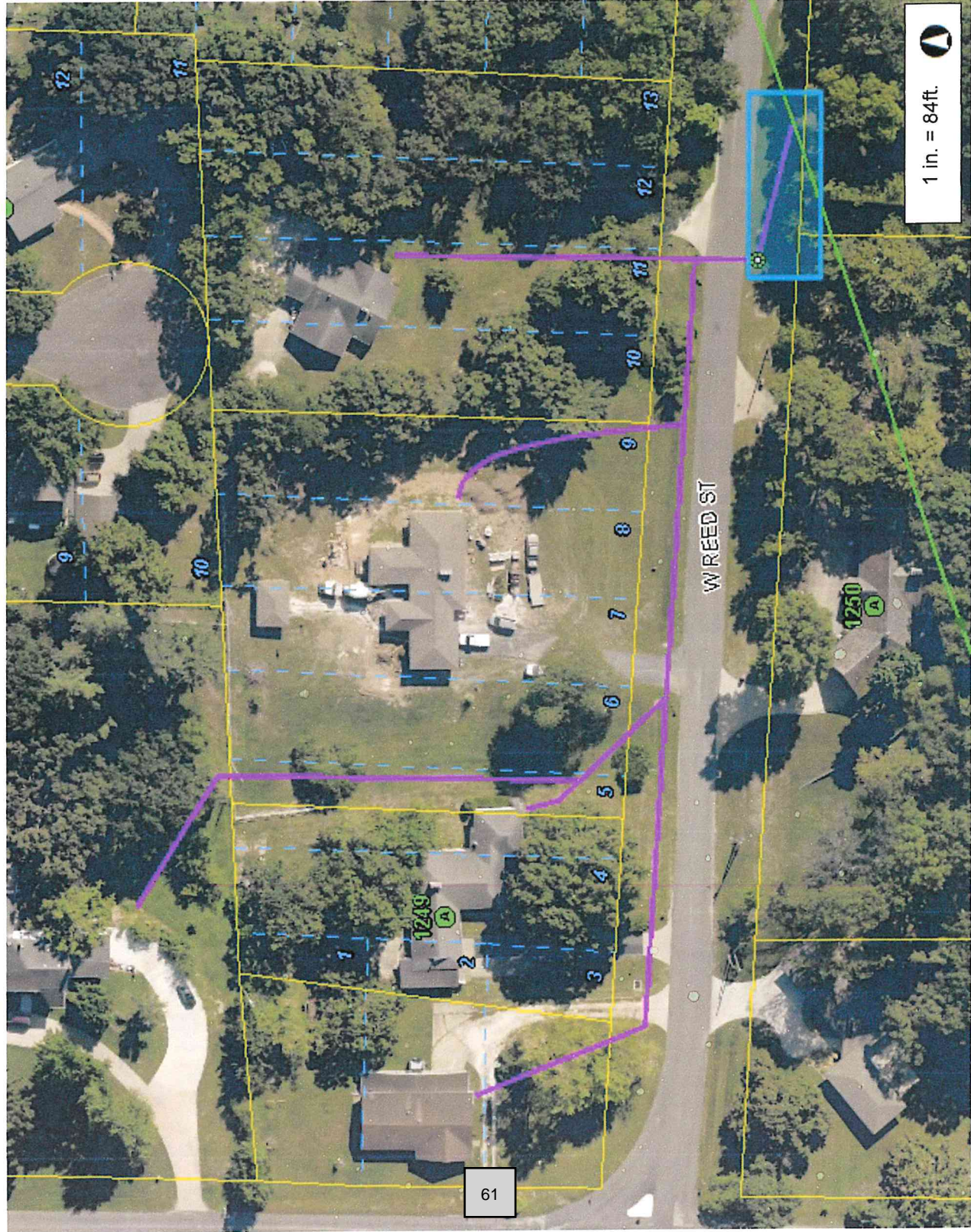
Please call if you have any questions.

Sincerely,

Jim Willis  
660-651-1144



# Moberly, MO



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

- Legend**
- Sewer Line Investigation Local
  - Manhole
  - Air Release Valve
  - Lamphole
  - Lift Station
  - Other Sewer Feature
  - Area Inlet
  - Bar Screen
  - Curb Inlet
  - Grate Inlet
  - Grit Chamber
  - Storm Drain
  - Tee
  - Gravity Main
  - Force Main
  - Private Sewer Line
  - LS\_Electrical
  - Roads
  - Corporate Limit
  - Parcel
  - Original Lot
  - Stream
  - Subdivision
  - Lots
  - South Ridge Lot Line
  - City Easement

## Notes

#8.

CITY OF MOBERLY CONTRACT  
PUBLIC UTILITIES DEPARTMENT  
FOR REED STREET SEWER REPAIR

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2.	Amounts Not To Exceed
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20.	Termination for Default
21.	Termination for Convenience
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24.	No Waiver of Immunities
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26.	Governing Law and Venue
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	Contract Signature Page

Exhibits:

A	Pricing and Proposal
B	Scope of Work





**CITY OF MOBERLY CONTRACT  
PUBLIC UTILITIES DEPARTMENT  
FOR REED STREET SEWER REPAIR**

THIS CONTRACT (hereinafter "Contract") by and between the City of Moberly, Missouri, a municipal corporation (hereinafter called "City"), and Willis Bros., Inc., a corporation organized in the State of **Missouri** and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for a Contractor for an Emergency Tube Replacement Project as defined herein and further described in the Scope of Work, Plans and Project Specifications set forth herein and other Contract Documents; and

WHEREAS, in response to City's request for a bid for an emergency repair of two manholes and 180 feet of sewer line, Contractor has submitted a proposal and pricing dated August 10, 2021, which is attached as Exhibit A; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Designated Project in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

**1. SCOPE OF WORK, PLANS, PROJECT SPECIFICATIONS, AND PROJECT AUTHORIZATION:** Contractor agrees to perform the Work on the Designated Project authorized by City in writing in a good and workmanlike manner according to the specifications and plans set forth herein and in accordance with Contractor's proposal and pricing which is attached as Exhibit A and the Scope of Work attached as Exhibit B.

Contractor shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents.

If the Project involves the installation or provision of equipment or goods with manufacturer's warranties, Contractor shall transfer the manufacturer's warranty to City. Contractor further warrants and certifies that any manufacturer's warranty may be transferred to City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by City or specifically stated in the Project Specifications, Plans and Scope of Work, Contractor shall install the equipment or goods in the manner set forth by the manufacturer.

**2. AMOUNTS NOT TO EXCEED:** Under no circumstances shall the cumulative amount of payment from City to Contractor for the Designated Project(s) authorized pursuant to this Contract exceed the amount appropriated for that purpose for Contractor's completion of the Project in accordance with the requirements and terms and conditions set forth in this Contract. The agreed upon amount not to exceed for this contract is \$21,740.00.00.

Payment of the Designated Project Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Designated Project Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Designated Project Amount. The Work set forth in the Designated Project Amount shall be itemized according to the Contractor's Proposal and Pricing and the Contractor's Estimated Price. All Work not specifically set forth in Contractor's Proposal and Pricing as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Designated Project Amount which shall be based on and in accord with the pricing set forth in Contractor's Proposal and Pricing.

Any amounts claimed by Contractor in excess of the amounts not to exceed shall be presented to the City by way of a Change Order which must be accepted and approved by the governing body.

3. **COMPLETION TIME:** Contractor will start work promptly and no later than thirty (30) calendar days, after receipt of a Notice to Proceed. Contractor shall complete the Work in timely fashion not to exceed two week's time. It is expressly understood and agreed, by and between Contractor and City, that the contract time to complete the Work is a reasonable time to perform the work fully, entirely and in an acceptable manner to City, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted except in case of additional work requested by City under Change Order.
4. **BONDING:** No bonding shall be required of the Contractor.
5. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

- a. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
- b. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
- c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- d. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- f. The City of Moberly, its elected officials and employees are to be Additional Insureds with respect to the Designated Projects which are authorized pursuant to this Agreement. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F. Upon City's request, Contractor shall provide the City with an insurance certificate for the Designated Project prior to commencing work on the Designated Project.
- g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the

required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.

- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.

6. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Moberly, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Moberly from its own negligence.
7. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.
8. **PAYMENTS:** For each Designated Project, Contractor will be allowed payment in accordance with the following schedule.
  - a. Following completion of the Project (as certified by City) and not later than thirty (30) days after receipt of invoice City shall make complete payment to Contractor.
9. **EXTRA WORK AND CHANGES:** If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, Contractor may issue to City a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly following approval by the City's governing body. Extra work shall be done in accordance with the specifications.
10. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from City, be removed by Contractor and replaced by an employee with proper qualifications.
11. **ASSIGNMENT:** Contractor shall not assign any portion of this contract or project unless approved in writing by the City
12. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City.
13. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.

- a. The safety provisions of applicable laws, and building and construction codes, shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the “Manual of Accident Prevention in Construction”, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during this Project.
  - b. Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on the Designated Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
14. **EQUAL OPPORTUNITY:** The City of Moberly is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation or gender identity, or any other protected category.
15. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
16. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Designated Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to City in writing that it and the completed Designated Project complies with the Americans with Disabilities Act and 28 CFR Part 35.
17. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.

18. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the City and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
19. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
20. **TERMINATION FOR DEFAULT:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the City may give notice in writing by registered mail to Contractor of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction the City the fault specified in said notice, City shall have full power and authority, without impairing the obligation of Contract to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor shall be liable for all costs and expenses incurred by City in completing the work.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

21. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Moberly in whole or in part, whenever City determines that such termination is in the best interest of the City of Moberly. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:
- a. Stop work on this Contract on the date and to the extent specified in the letter.



- b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
- c. Complete on schedule such part of the work as will not be terminated by termination letter.

22. **CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

23. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Designated Projects.

24. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation of City's rights or defenses with regard to applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

25. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any

provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

26. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Randolph County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

27. **GENERAL LAWS:** Contractor shall perform all work to the complete satisfaction of City and in accordance with all federal, state, county, municipal, and other local laws, ordinances, and regulations applicable to said work.

28. **NOTICES:**

a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

**IF TO CITY:**

City of Moberly  
101 West Reed Street  
Moberly, MO 65205-6015  
ATTN:

**IF TO CONTRACTOR:**

Tom Willis  
30285 Kimball Place  
Macon, Missouri 63552  
ATTN: [click here and insert name of contact in text box](#)

With a Copy to:

b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

c. Contractor’s designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor’s behalf on any matter related to this Contract and/or the Work.

29. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Designated Projects authorized pursuant to this Contract. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor’s services are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

**CITY OF MOBERLY, MISSOURI**

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Randall Thompson, City Counselor

(Seal)

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

Name: \_\_\_\_\_

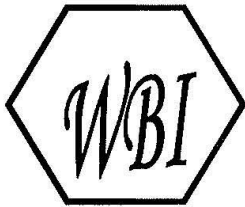
Title: \_\_\_\_\_

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

ATTEST:

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

Name: \_\_\_\_\_



**WILLIS BROS., INC.**  
**30285 KIMBALL PLACE**  
**MACON, MISSOURI 63552**  
**660-385-3327/FAX 660-385-7110**

QUOTE

August 10, 2021

City of Moberly  
Attn: Tim Patrick

Re: Reed Street

2 Manholes	4,800.00	\$9,600.00
180' 8" PVC SDR 35	48.00	\$8,640.00
Tie to Existing and Sewer		\$2,000.00
Seed & Mulch		<u>\$1,500.00</u>
		\$21,740.00

Please call if you have any questions.

Sincerely,

Jim Willis  
660-651-1144



# Moberly, MO

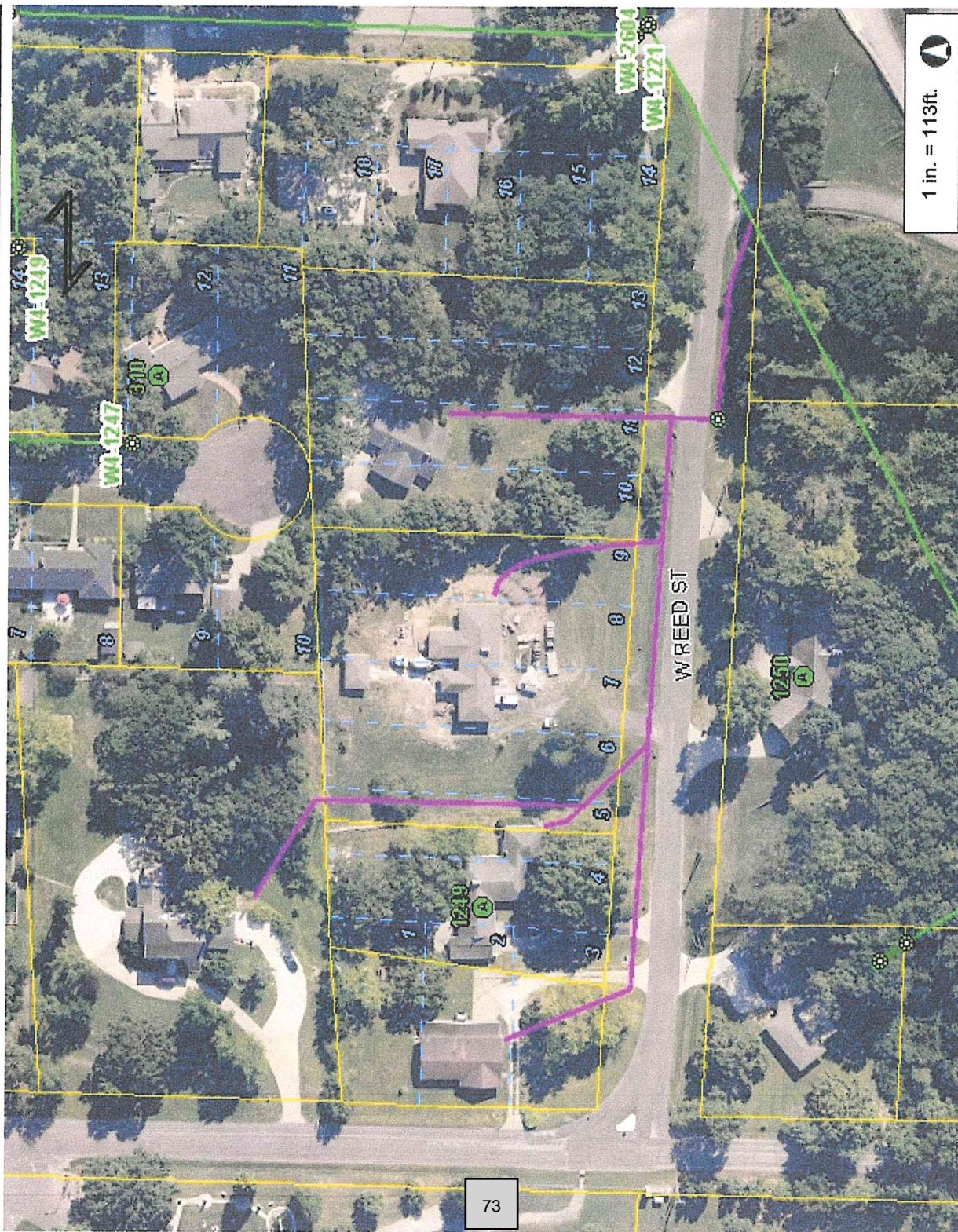
#8.



## Legend

- Sewer Line Investigation Locat
- Manhole
- Air Release Valve
- Lamphole
- Lift Station
- Other Sewer Feature
- Area Inlet
- Bar Screen
- Curb Inlet
- Grate Inlet
- Grit Chamber
- Storm Drain
- Tee
- Gravity Main
- Force Main
- Private Sewer Line
- LS\_Electrical
- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement

## Notes



225.4 Feet

112.70

0

225.4

1 in. = 113 ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



# City of Moberly

## City Council Agenda Summary

**Agenda Number:** \_\_\_\_\_  
**Department:** City Clerk  
**Date:** August 16, 2021

**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:**

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

**Roll Call**

**Aye**

**Nay**

**Mayor**

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

**Council Member**

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Davis** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed

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

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

**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$665,873.86.**

**WHEREAS**, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 16, 2021 in the amount of \$89,985.33.

SECTION 2: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 16, 2021 in the amount of \$3,600.01.

SECTION 3: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 16, 2021 in the amount of \$65,451.22.

SECTION 4: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 16, 2021 in the amount of \$31,805.58.

SECTION 5: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 16, 2021 in the amount of \$61,049.68.

SECTION 6: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 16, 2021 in the amount of \$3,751.13.

SECTION 7: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 16, 2021 in the amount of \$78,674.14.

SECTION 8: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 16, 2021 in the amount of \$750.71.

SECTION 9: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 16, 2021 in the amount of \$130,864.80.

SECTION 10: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due August 16, 2021 in the amount of \$199,941.26.

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

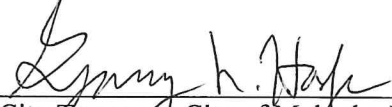
**RESOLVED** this 16th day of August 2021 by the Council of the City of Moberly, Missouri.

ATTEST:

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

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

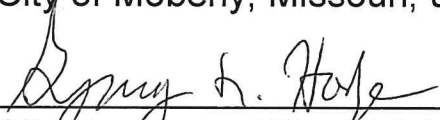
I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

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

**EXPENSES PAID AUGUST 3, 2021 - AUGUST 16, 2021 FOR THE  
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE  
AUGUST 16, 2021 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$	89,985.33
Payroll Fund	\$	3,600.01
Solid Waste Fund	\$	65,451.22
Parks and Recreation Fund	\$	31,805.58
Airport Fund	\$	61,049.68
Utilities Collection Fund	\$	3,751.13
Utilities OP & Maintenance Fund	\$	78,674.14
Emergency Telephone Fund	\$	750.71
Transportation Trust Fund	\$	130,864.80
Street Improvement Fund	\$	199,941.26
<b>Total</b>	<b>\$</b>	<b>665,873.86</b>

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

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

8/12/2021  
\_\_\_\_\_  
Date



BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
24 DISBURSEMENTS								
87373	8/03/2021	6	AMEREN MISSOURI	15.36				
87374	8/03/2021	6250	GARBER JESSE	1,400.00				
87375	8/03/2021	5707	ABEL RODRIGUEZ	10,000.00				
87376	8/03/2021	5925	WILLIS MARK	5,000.00				
87377	8/12/2021	5561	A & A OUTHUSES & PUMPING LLC	500.00				
87378	8/12/2021	6555	A CIVIL GROUP LLC	3,536.25				
87379	8/12/2021	2241	ADAMS MATTIE	60.00				
87380	8/12/2021	4693	ADVANCED TURF SOLUTIONS	454.20				
87381	8/12/2021	2813	AHRENS STEEL & WELDING INC	889.83				
87382	8/12/2021	1122	ALLDATA LLC	1,995.00				
87383	8/12/2021	1	ALTORFER INC	175,825.00				
87384	8/12/2021	6120	AMAZON CAPITAL SERVICES	119.57				
87385	8/12/2021	6	AMEREN MISSOURI	52.25				
87386	8/12/2021	3534	AMERICAN CLEANING SYSTEMS INC	9.67				
87387	8/12/2021	3	AFLAC GROUP INSURANCE	2,101.01				
87388	8/12/2021	3112	ARAMARK UNIFORM SERVICES	717.06				
87389	8/12/2021	790	ARISTA INFORMATION SYSTEMS INC	2,836.00				
87390	8/12/2021	13	ARROW ENERGY INC	17,455.36				
87391	8/12/2021	30	WOOGEDY LLC	593.25				
87392	8/12/2021	4504	AT&T 5011	671.72				
87393	8/12/2021	3808	ATCO INTERNATIONAL	325.50				
87394	8/12/2021	16	AUTOZONE INC	6.43				
87395	8/12/2021	6245	AZAVAR	437.21				
87396	8/12/2021	6160	BACKGROUND INVESTIGATION	19.95				
87397	8/12/2021	34	BOB'S TIRE, LLC	1,200.00				
87398	8/12/2021	6173	BODE JESSICA	25.00				
87399	8/12/2021	6547	BODINE JULIE	40.00				
87400	8/12/2021	2975	BRENNTAG MID SOUTH INC	2,747.70				
87401	8/12/2021	5257	BROWN SMITH WALLACE	10,073.25				
87402	8/12/2021	191	BROWNFIELD OIL CO INC	162.00				
87403	8/12/2021	273	BSN SPORTS LLC	213.18				
87404	8/12/2021	424	BUTLER SUPPLY INC	237.24				
87405	8/12/2021	330	CARPENTER STREET BAPTIST CHURC	100.00				
87406	8/12/2021	1288	CENTRAL MISSOURI POOLS	17.96				
87407	8/12/2021	5004	CHAMPION BRANDS LLC	562.94				
87408	8/12/2021	598	CHARITON VALLEY COMMUNICATIONS	250.97				
87409	8/12/2021	3137	CINTAS CORPORATION #379	150.00				
87410	8/12/2021	6212	CLICKNER JEFF	50.00				
87411	8/12/2021	653	COE EQUIPMENT	1,035.27				
87412	8/12/2021	6548	COLUMBIA JET CENTER INC	18,500.00				
87413	8/12/2021	3063	CONLEY FOREST DO	190.00				
87414	8/12/2021	507	COOLEY CODY	400.00				
87415	8/12/2021	2645	CORE & MAIN LP	.00				
87416	8/12/2021	2645	CORE & MAIN LP	4,352.35				
87417	8/12/2021	356	CROSSROADS BAPTIST ASSN	100.00				
87418	8/12/2021	2913	CULLIGAN WATER CONDITIONING	98.37				
87419	8/12/2021	2908	CUNNINGHAM VOGEL & ROST PC	11,703.26				
87420	8/12/2021	118	D & L TRENCHING INC	2,375.00				
87421	8/12/2021	5797	DA-COM	200.00				
87422	8/12/2021	695	ENGINEERING SURVEYS & SERVICES	280.00				
87423	8/12/2021	3103	FASTENAL COMPANY	433.27				

VOID:

BANK#	BANK NAME							
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
87424	8/12/2021	699	FEDERAL EXPRESS	2.96				
87425	8/12/2021	6258	FERGUSON JAMIE	100.00				
87426	8/12/2021	6549	FREEMAN ROBERT	200.00				
87427	8/12/2021	2839	FUSION TECHNOLOGY LLC	1,437.95				
87428	8/12/2021	704	GALLS LLC	567.38				
87429	8/12/2021	3011	GLENN'S GARAGE DOORS LLC	650.75				
87430	8/12/2021	2956	GREEN HILLS VET CLINIC LLC	1,092.98				
87431	8/12/2021	988	GULF STATES DISTRIBUTORS	241.50				
87432	8/12/2021	6444	HARAM AHN	769.00				
87433	8/12/2021	1338	HAWKINS INC	5,886.86				
87434	8/12/2021	6557	HERNANDEZ INES	500.00				
87435	8/12/2021	471	HYDRO KINETICS	257.00				
87436	8/12/2021	763	SUMNER ONE	270.69				
87437	8/12/2021	766	INLAND TRUCK PARTS	134.59				
87438	8/12/2021	5591	INOVATIA LABORATORIES LLC	292.50				
87439	8/12/2021	630	JOHNSON BARBARA	100.00				
87440	8/12/2021	1319	KOHL WHOLESALE	3,334.55				
87441	8/12/2021	3144	KZZT FM 105 INC	82.50				
87442	8/12/2021	2964	LEES LAWN CARE & EQUIPMENT LLC	258.70				
87443	8/12/2021	1381	LEON UNIFORM COMPANY	153.00				
87444	8/12/2021	1246	LOCHNER	43,371.07				
87445	8/12/2021	3015	LOWE'S HOME CENTERS, LLC	.00			VOID:	
87446	8/12/2021	3015	LOWE'S HOME CENTERS, LLC	1,300.85				
87447	8/12/2021	940	LUCAS SIGN LLC	100.00				
87448	8/12/2021	1565	MACON ELECTRIC COOP	41.89				
87449	8/12/2021	1598	MARK TWAIN REGIONAL COG	4,400.00				
87450	8/12/2021	2220	MARTIN EQUIPMENT	713.64				
87451	8/12/2021	5179	MARTIN HUNTER	222.50				
87452	8/12/2021	2717	MATHESON TRI GAS INC	178.08				
87453	8/12/2021	1639	MATTOX ADVERTISING CO	300.00				
87454	8/12/2021	2567	MERAMEC SPECIALTY COMPANY	900.96				
87455	8/12/2021	4066	METAL CULVERTS INC	195.68				
87456	8/12/2021	6347	MFA AGRI SERVICE	751.70				
87457	8/12/2021	1726	MIDWEST ENVIR CONSULTANTS INC	84.00				
87458	8/12/2021	3828	MINSHALL SAMANTHA	100.00				
87459	8/12/2021	604	MISSOURI MUNICIPAL LEAGUE	65.00				
87460	8/12/2021	72	MISSOURI PARK AND RECREATION A	3,575.50				
87461	8/12/2021	5361	MITEL	1,029.58				
87462	8/12/2021	3085	MO DEPT OF REVENUE	3,751.13				
87463	8/12/2021	3041	MO ONE CALL SYSTEM INC	330.00				
87464	8/12/2021	1821	MO PETROLEUM PRODUCTS CO	130,744.80				
87465	8/12/2021	1783	MOBERLY CORRECTIONAL CENTER	100.00				
87466	8/12/2021	4906	MUTTER FARMS LLC	4,600.00				
87467	8/12/2021	1604	NAPA AUTO PARTS OF MOBERLY	1,650.16				
87468	8/12/2021	2128	NATIONAL TACTICAL OFFICERS	588.00				
87469	8/12/2021	3707	NELSON JENNY	25.00				
87470	8/12/2021	2152	NEMO ELECTRIC CO INC	1,471.50				
87471	8/12/2021	2737	NORTH MO DRUG TASK FORCE	4,800.00				
87472	8/12/2021	6556	NORTHEAST R-IV PTO	100.00				
87473	8/12/2021	4483	NOTIONFRONT	87.50				
87474	8/12/2021	2299	O'REILLY AUTOMOTIVE STORES INC	237.53				
87475	8/12/2021	2596	PLUMB SUPPLY COMPANY-MOB	421.60				
87476	8/12/2021	6550	POWELL SHELLEY	25.00				

#9.

BANK# BANK NAME  
CHECK# DATE

ACCOUNT# NAME

CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	89,985.33	89,985.33	.00	.00
105 PAYROLL FUND	3,600.01	3,600.01	.00	.00
110 SOLID WASTE FUND	65,451.22	65,451.22	.00	.00
115 PARKS & RECREATION FUND	31,805.58	31,805.58	.00	.00
120 AIRPORT FUND	61,049.68	61,049.68	.00	.00
300 UTILITIES COLLECTION FUND	3,751.13	3,751.13	.00	.00
301 UTILITIES OP & MAINT	78,674.14	78,674.14	.00	.00
400 EMERGENCY TELEPHONE FUND	750.71	750.71	.00	.00
600 TRANSPORTATION TRUST FUND	130,864.80	130,864.80	.00	.00
601 STREET IMPROVEMENT FUND	199,941.26	199,941.26	.00	.00



BANK#	BANK NAME	CHECK#	DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
87477	8/12/2021	2586	PRATHERS TOWING	195.00					
87478	8/12/2021	2750	PREMIER SAFETY COMPANY	350.00					
87479	8/12/2021	6551	PRO PUMPING & HYDROJETTING LLC	1,883.00					
87480	8/12/2021	5829	Q SECURITY SOLUTIONS LLC	198.00					
87481	8/12/2021	4924	R P LUMBER COMPANY INC	5,666.41					
87482	8/12/2021	415	RANDOLPH AREA YMCA	1,274.00					
87483	8/12/2021	4874	RIPPEL MARDELL	25.00					
87484	8/12/2021	2850	ROTARY CLUB OF MOBERLY	175.00					
87485	8/12/2021	2600	SAFE PASSAGE	192.00					
87486	8/12/2021	6552	SAUNDERS AMANDA	25.00					
87487	8/12/2021	280	SCHIPPERS INTERNATIONAL TRUCK	2,077.90					
87488	8/12/2021	617	SCHULTE SUPPLY INC	11,373.79					
87489	8/12/2021	5213	SEHNERT SHANNON	50.00					
87490	8/12/2021	6554	SINCLAIR MAGGIE	75.00					
87491	8/12/2021	5967	SITEMED NORTH AMERICA LLC	8,272.50					
87492	8/12/2021	6100	SMITH CASSANDRA	150.00					
87493	8/12/2021	2610	BRENDLINGER ENTERPRISES INC	3,348.00					
87494	8/12/2021	5639	SOCKET	2,561.26					
87495	8/12/2021	5700	STAPLES	.00				VOID:	
87496	8/12/2021	5700	STAPLES	1,336.43					
87497	8/12/2021	6553	STEWART JEAN	25.00					
87498	8/12/2021	2962	SYDENSTRICKER NOBBE PARTNERS	32.49					
87499	8/12/2021	4913	THE AUSTIN PETERS GROUP INC	2,125.00					
87500	8/12/2021	5214	THE TECH SHOP	16,800.00					
87501	8/12/2021	6371	THE TROLLEY COMPANY	1,550.00					
87502	8/12/2021	5737	THOMSON REUTERS-WEST	53.00					
87503	8/12/2021	4104	TIMBER LAKE CHRISTIAN CHURCH	100.00					
87504	8/12/2021	1367	TNEMEC COMPANY INC	4,850.60					
87505	8/12/2021	642	TOWN & COUNTRY ABSTRACT CO	200.00					
87506	8/12/2021	1562	UNITED FIRST AID & SAFETY, LLC	78.31					
87507	8/12/2021	1404	UNITED ROTARY BRUSH	367.34					
87508	8/12/2021	2644	USA BLUE BOOK	555.79					
87509	8/12/2021	2467	VALENTINE INSURANCE AGENCY	30.00					
87510	8/12/2021	2646	VALIC	1,042.00					
87511	8/12/2021	5800	VERIZON CONNECT NWF INC	19.19					
87512	8/12/2021	6343	WASTE MANAGEMENT SOLUTIONS	65,816.69					
87513	8/12/2021	2656	WESTLAKE HARDWARE	.00				VOID:	
87514	8/12/2021	2656	WESTLAKE HARDWARE	1,284.70					
87515	8/12/2021	5908	WILLIAMS KEEPERS, LLC	2,000.00					
87516	8/12/2021	2658	WILLIS BROS INC	13,000.00					
87517	8/12/2021	5925	WILLIS MARK	12,450.50					
87518	8/12/2021	5298	ZAMKUS AND ASSOCIATES LLC	1,000.00					
87519	8/12/2021	5294	ZURCHER TIRE INC	151.00					

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

BANK TOTALS:	
OUTSTANDING	665,873.86
CLEARED	.00
-----	
BANK 24 TOTAL	665,873.86
***VOIDED**	.00

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

#9.

BANK#	BANK NAME	DESCRIPTION
CHECK#		
24 DISBURSEMENTS		
87373 Thru	87519	Accounts Payable Checks

# City of Moberly

## City Council Agenda Summary

Agenda Number: #10.

Department: City Manager

Date: August 16, 2021

**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 July.

**Recommended**

**Action:** Just for your review

**Fund Name:** N/A

**Account Number:** N/A

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

**ATTACHMENTS:**

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

**Roll Call**

**Aye    Nay**

**Mayor**

M\_\_\_ S\_\_\_ **Jeffrey**      \_\_\_    \_\_\_

**Council Member**

M\_\_\_ S\_\_\_ **Brubaker**      \_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**      \_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Davis**      \_\_\_    \_\_\_

M\_\_\_ S\_\_\_ **Kyser**      \_\_\_    \_\_\_

Passed    Failed

# COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

July 2021

## A. PROJECTS

### Community Development

**Demolition Grant** – We have 8 residential structures left on our demolition grant. This grant has been a great boost towards addressing our dilapidated buildings that we had on the list when we started, however due age of structures, lack of maintenance and fires, we have added several more along with pending commercial structures and accessory buildings. We are far from out of the woods when it goes to addressing the blight and decay of old structures in the community. While we have budgeted a significant amount of funding for the efforts, it's far from enough to cover what we have pending and soon to come. Below is a breakdown the Code Office put together of what we have facing us.

### **Statistical Breakdown of Vacant Blighted structure in Moberly, MO**

Total Number of Vacant Blighted Structures: 167  
 Commercial: 8  
 Residential: 76 (62 of which are condemned and 14 are vacant/blighted structures)  
 Accessory buildings: 83

On the condemned residential structures, two of the ones that were pulled by owners from Demo Grant that are not salvageable, 12 are structurally unsafe, 8 are along a main artery of town and 19 have been cleared through public hearing at this point for demo.

Accessory Structures, these structures are typically behind the house and can range from a shed to a large building. They are often a secondary thought to the residence on site. Due to the number of readily visible structures we have seen in decline, there was a focus on the accessory structures this year. In February 2021, 130 notice of violations were sent out. Since then;

- 22 have been confirmed repaired or removed;
- 37 the owner has contacted City to indicate plans for repairs;
- 18 have had abatement orders sent for removed, and
- 53 require minor property maintenance, but have not followed up with staff to date

Below are the commercial structures, with estimated or bids for removal;

- 409 Johnson Street – former Temple Stevens Grocery – Needs process and demo – John Howe \$20,000
- 101 W Lee Street – former Temple Stevens Warehouse – Randal working on process – Dakota Girard \$75,000
- 1319 N Morley St – Old KFC – PN Sent in 2019 – Frank Lopez \$20,000
- 1200 E Highway 24 – Moberly Inn – PUBLIC HEARING HELD – Arjun Mehta \$300,000
- 101 S Morley St – Old Laundromat (two buildings) – Brick Parapet & façade, PM Sent in 2019 Gamal Dirar
- 215 N Williams St – Old Sportsman's Bar – Remove rear portion – Arsaw Corporation \$50,000
- 412 N Hinkley St - Midwest Linen – Open, Vacant, needs addressed – Aramark Uniform Services \$150,000
- 605 Fowler Road – City of Moberly Owned \$15,000
- Grain Towers on N Ault St – Wamsley Trust \$500,000K
- Old School Buildings that are deteriorating and need to be addressed soon

-600 McKinley Ave - Southeast School – David Kinder  
-148 Bedford St - Central School – Jerry Swartz  
-1121 Myra St - West Park School – Taking Chances LLC

#10.

#### Highest Priority Properties (top 30):

The following structures are dangerous based on failing structural components and need to be removed:

718 W Reed St – Failing Roof and Water Penetration/Blight (Ready)  
1116 Franklin St – Failing Roof (Public Hearing Needed)  
130 Hurley St – Failing Roof (Public Hearing Needed)  
1506 S Morley St – Failing Roof (Public Hearing Needed)  
412 Polston St – Failing Roof (Public Hearing Needed)  
418 Polston St – One wall missing completely. (Ready)  
502 Patton St – Front wall collapsing (Public Hearing Needed)  
522 S Williams St – Foundation failing (Public Hearing Needed)  
908 W Reed St – Foundation Failing (Public Hearing Needed)  
431 Morehead – Fire Damage and no insurance holdings  
530 Madison Ave – House is in a pile and not removed yet  
203 Hagood St – Front porch falling off

The following structures are showing blight and would have a direct impact to redevelopment as a cluster in an area with significant interest recently:

623 Franklin St – Haydee Valdez-Allen (Condemned 2 years with no progress)  
626 Franklin St – Arrabella Orscheln (Condemned 2 years with no progress)  
714 Franklin St – Rick Sinclair (Condemned)  
704 Franklin St – Florence Rainey Hicks (Condemned 10+ years)  
409 Johnson – Diane Williams and John Howe Commercial Building (Needs Condemned)  
203 Hagood St – Cannam Properties (Condemned)

The following are other significant locations based on high traffic areas:

1824 S Morley St – Sandra Emert Estate – Condemned  
221 N Morley St – Valdez (Ready – Condemned 21+ years)  
901 Fisk Ave – Nathan Fleming – Needs Condemned (no progress on PM for 4 years)  
1206 Concannon St – Valdez – Condemned  
1300 Myra St - Ken and Judy Penton – Condemned  
422 S Williams St – Michaela White – Condemned (no progress in 2 years)  
522 S Williams St – Raymond Benton – Condemned  
1002 Concannon St – Scott Penton – Need Condemned (owned for 7 years, no occupancy ever)  
1006 Concannon St – Leonard Hatfield – Need Condemned (lives in towers in town)

The following are properties that need to be demolished that did not take part in the Demo Grant:

115 Hurley St – Robert Little – Condemned  
508 Patton St – Tim Fugate -

The following are properties currently owned by the City of Moberly or are in discussion of receiving and will need to be abated.

-125 S 5<sup>th</sup> St  
-512 Roberts  
-1043 West End Pl  
-526 Hagood – Warren Heuton  
-901 Henry – Warren Heuton  
-408 E Rollins St – Nathan Fleming  
-412 N 5<sup>th</sup> St – Nathan Fleming  
-707 S 5<sup>th</sup> St – Janet Engel



**Vacant Property/Foreclosed Property Fee** – We need more time to work on the layout of how we will separate problem properties from properties that are for sale or that have active efforts to get them back in use. I hope to have something ready for review that ProChamp can work with and council will be comfortable with by the end of the year.

**Waste Management/Advanced Disposal** – We continue to receive dozens of calls about trash being missed, containers not being delivered or changed out, recycling being missed, bulk items not getting picked up. What makes it more frustrating is the inability to get timely or accurate information from the call center in Illinois. Long wait times, sometimes the systems is down or when they don't full-fill what they promise, the calls all come here to City staff where they can reach someone quickly and consistently. The problem is that as City staff, we don't have any answers as to the trash company's issues. It leaves us trying to call in the concerns and being the middle person for all of the problems, and we can only pass along what we are told and then we look bad when it doesn't get done. I have had numerous and ongoing calls with Chuck Duncan, a regional manager, but he has limited power to resolve these issues. Waste Management is a huge company that I believe is having trouble finding all the help they need, but I don't believe is allowing their local people to do all they could do to fix our issues. Hiring an outside company to deliver carts, add more staff to the call center, these are just a couple of issues that would go a long way towards better customer service. I have asked Randall to review the contract to discuss our options to try and get them to improve their service long term.

**Fennel Complex** – The restrooms are framed in inside the ProAuto section, LVL's (internal perimeter wall mounts for joist) are mostly up in the JT cross area, much of the concrete is poured. Internal structural framing should be moving quickly now on the Entertainment area.

We found and are acquiring an old truck bed for the interactive portion of the mural on the JT Cross. It actually will be a wrap over aluminum panels so significantly less expensive than a mural, but will feature the back foot or so of the actual truck bed as an interactive portion that people can sit on for pictures, etc. I have been working with the artist to put the layout together.

**Fennel Marketing Study** – Since our most recent meeting, McClure has been meeting with companies that fit the ideas that were being suggested at the most recent stakeholders meeting. Restaurants / Breweries were top items. Some of the questions that are being asked of them are water quality, capacity and grease trap availability. We are gathering that information and will be getting it out to them soon. We hope that their study puts us together with some viable groups to make the best use of the facility for the benefit of the community.

**Drainage Basin for Industrial Park** – All of the required information, easements, documents, etc. have been required and submitted to MTCOG, who has sent them on to Federal level for review and approval, this can be a two-four week process for a response back. Hopefully the shorter side so that we might still have a chance to complete construction this year, however due to the required notifications, bidding process, availability of materials, it doesn't seem likely.

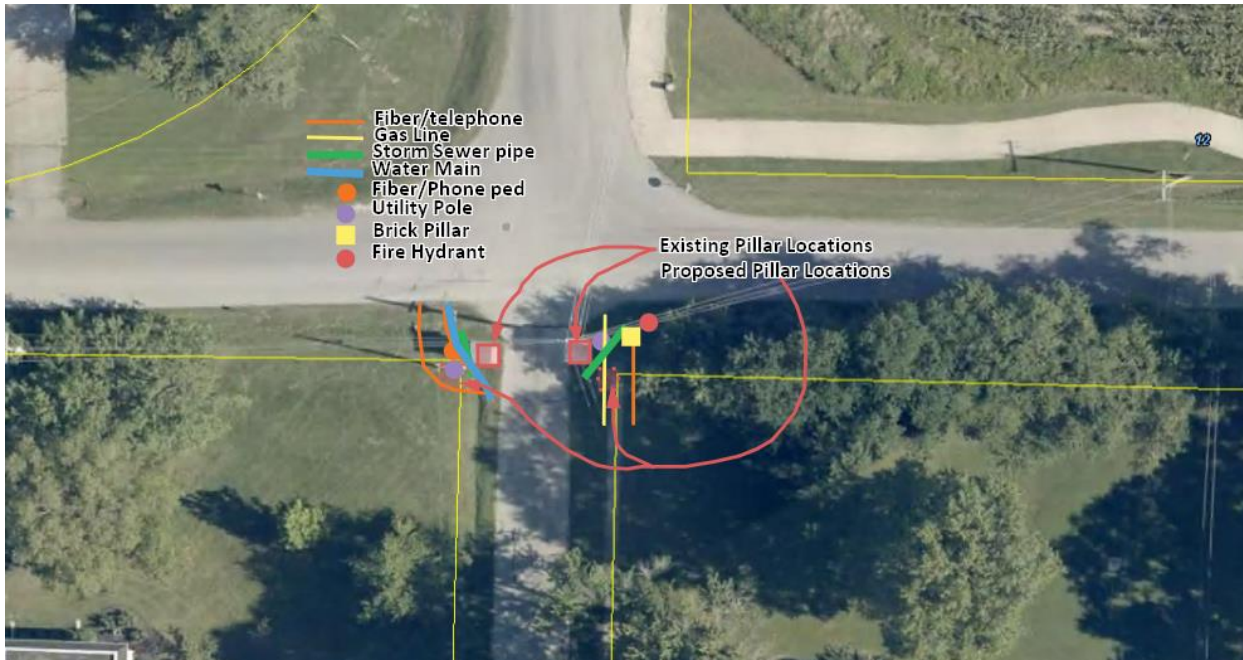
### **Public Works**

**Staffing** – The inmates returned to us in July, that has been a huge shot in the arm towards allowing our full-time and seasonal crews to address other concerns in the community. We will be seeing long time City Employee Lynn Imbler retiring in Aug. We are fortunate to have a qualified individual transferring in from Utilities to fill the open position.

**Airport Runway Reconstruction** – Contractors are working to backfill concrete, complete install of under drains, run new electrical and install runway, RE API and other lighting, contractors are

currently cutting in surface grooves that prevent water standing on the surface of the runway for the jet traffic. They are also routing the joints, installing the foam filler tube and sealing all the joints with hot sealer. We will have surveyors in next week to identify a couple of glide slope incursions from trees. While far off and seemingly not an issue, we have a few points where taller trees both on and off-site are into the glide slope by a few feet. We will have to work on getting access to top or remove these trees.

**Historic Preservation** - The Urbandale Pillars are within the r/w of the City of Moberly. They are in bad need of maintenance and we have some local foundations that are willing to fund the majority of the needed work. The proposal is to construct concrete pads and footings, out and back from the roadway so they will not be a site obstruction and are far less likely of being hit. There are dozens of utility lines in and around the pillars that make it near impossible to find a location that is acceptable and clear. I have met with property owners, city staff, utility companies and am proposing to have the pillars relocated as shown below. We have a quote from L&J development to complete the work for a very reasonable fee of \$6K. While this does include some shoring up on the new pads, there is likely some touch up/rework to make them look finished and complete. That is being proposed to be the responsibility of one of the local foundations, and we are suggesting they have a perpetual fund created through NOMO. The following gives you an idea of what is being suggested and the utility nightmare we have to work around.



### Cemetery Department

**GPR/GPS survey** -Trekk has completed their scan/survey of the old section of the Cemetery know as Potter's field. While I don't have a final product in-hand they have identified dozens of lots that are not filled that can be marked and sold/utilized that will more than pay back what we spent to complete the survey work. I am looking forward to getting back the preliminary report and will provide council a copy of the results.

There were one (1) grave lot sold; five (5) graves opened; and seven (7) monument permits sold during the month of July.

1. Notice of a Public Hearing for a site plan review submitted by Don Nelson for a proposed private storage facility located at 101 W Carpenter St. This location is currently zoned B-3 (General Commercial District).
2. Notice of Public Hearing for a site plan review submitted by Eric Westhues on behalf of Jay Patel for a proposed medical marijuana cultivation located at 1420 Becflo Dr. This location is currently zoned M-1 (Industrial District).
3. Notice of Public Hearing for a site plan review submitted by Steve Nuhn for a proposed private residential storage facility located at 1317 S Morley St. This location is currently zoned B-3 (General Commercial District).

**C. Code Enforcement**

**Month of July: Rick**

- Completed 29 building inspections.
- Abatement for weeds and debris sent on 205 S Morley.
- Work has started on Scooters at 534 E Highway 24.
- Attended Board of Adjustment meeting on fence for 1103 Franklin St.
- Abatement sent on 309 E Carpenter on vehicles, debris and building.
- Plan review on Smartlock storage, Don Nelson storage building and Green Relief Cultivation of planning and zoning and attended meeting.
- 7 permits issued for single family residence in July with 22 new S/F homes for year thru July.
- 19 vegetation violations in ward 1 & 2 with 2 yards being mowed by City.
- Have been working on Demolition project.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and zoning matters.

**Month of July: Karen**

- 94 occupancy inspections and re-inspections.
- Respond to citizen complaints, returned phone calls.
- Health and safety fair will be held this year on Oct. 1st.
- I have been to all safety meetings that were held.

**Month of July: Aaron**

July was a big month, we had the public hearing for the Moberly Inn. The hearing went well and we were not very well contested by the opposing party. I felt very good about the hearing and when the hearing officer issued her orders, it shows how well prepared we were. 60 more days and we will hopefully have the end in sight one way or another. I visited with a couple new businesses in the downtown district (FaithBridge and the Creator's Studio; both on Reed Street). Demolition of the second round was wrapped up so that all the lots are free of debris. Contractor will begin grading and seeding lots in August while awaiting the green light to start the remaining 8 lots. We began exploring the future data on demolitions and exploring some larger cleanups in the community. Also, I reached out to Timberlake Christian Church to coordinate a cleanup "SERVE" day for August 15th. We attended training for the prisoner crew and look forward to having them back. In addition to these larger tasks, we continue to issue permits, inspect new construction (good progress on Scooters and Wendys), review and report for Planning and Zoning, field code questions, and

3rd we have issued just over 25 new residential building permits on the year amidst the high prices of lumber and the difficulty in obtaining materials.

#10.

City of Moberly - Street Department

July-21

**MAINTENANCE FACILITY**

	Hours	O/T	Loads	Tons	Cost
Compost Mixing	0	0	0	0	\$0.00
Load Compost, Millings, & Mulch	16	0	97	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	8	0	0	0	\$0.00
Catch Basin Maintenance	32	0	0	0	\$0.00
Crack Sealing	360	0	199	2.7	\$0.00
Culvert Flushing	37	0	0	0	\$0.00
Culvert Installation	101	0	0	0	\$0.00
Curb Repair	104	0	0	0	\$0.00
Ditch Maintenance	40	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	60	0	0	0	\$0.00
Rock Loaded/Hauled	8	0	0	0	\$0.00
Street Repair & Maintenance	223	0	0	0	\$0.00
Street Sign Maintenance	8	0	0	0	\$0.00
Street Sweeper Operation	34	0	9	0	\$0.00
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	181	0	30	0	\$0.00
Weedeating & Brush Removal, Streets	82	0	19	0	\$0.00
Weedkiller Application, Alleys	16	0	0	0	\$0.00
Weedkiller Application, Streets	22	0	0	0	\$0.00

***MISCELLANEOUS***

	Hours	O/T	Loads	Tons	Cost
Inmate Labor	425	0	0	0	\$0.00
Mowing, City Lots	110	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	26	0	0	0	\$0.00

Sidewalk Maintenance	0	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	12	0	48	0	\$0.00
Trash Removal & Clean-Up, All Wards	28	0	13	0	\$0.00
<b><i>FACILITIES &amp; EQUIPMENT MAINTENANCE</i></b>					
	<b>Hours</b>	<b>O/T</b>	<b>Loads</b>	<b>Tons</b>	<b>Cost</b>
Airport Maintenance	0	0	0	0	\$0.00
Building Maintenance	0	0	0	0	\$0.00
Cemetery Maintenance	707.5	0	0	0	\$0.00
Grounds Maintenance	0	0	0	0	\$0.00
Landfill Maintenance	0	0	0	0	\$0.00
Maintenance Facility Maintenance	8	0	0	0	\$0.00
Wash Trucks & Equipment	8	0	0	0	\$0.00
<b><i>MATERIALS PURCHASED</i></b>					
	<b>Loads</b>	<b>Tons</b>	<b>Cubic Yards</b>	<b>Gallons</b>	<b>Cost</b>
Asphalt	0	0	0	0	\$0.00
Road Marking Paint, White	0	0	0	0	\$0.00
Road Marking Paint, Yellow	0	0	0	0	\$0.00
Salt	0	0	0	0	\$0.00
Sand	0	0	0	0	\$0.00
<b><i>MECHANIC WORK PERFORMED</i></b>					
	<b>Units</b>	<b>Hours</b>			
Routine Service	13	22			
Maintenance And Repair	15	74			

**Police Department**

Troy Link

Chief of Police

264<sup>th</sup> Session FBI Academy

300 N Clark Street

Moberly, MO 65270

Phone: 660-263-0346

Fax: 660-263-8540

**Division of Criminal Investigation  
Monthly Report  
July 2021**

1. Warrant Arrest (Parole Absconder): Suspect; JB, W/M, 30 yoa, Victim: State of Missouri, Disposition: Reports sent to RCPA.
2. Delivery of a Controlled Substance (methamphetamine): Suspect; HM, W/F, 39 yoa, Victim: State of Missouri, Disposition: Reports sent o RCPA
3. Unlawful Use of Drug Paraphernalia: Suspect; HM, W/F, 39 yoa, Victim: State of Missouri, Disposition: Reports sent o RCPA
4. Possession of a Controlled Substance (methamphetamine): Suspect; CR, W/F, 39 yoa, Victim: State of Missouri, Disposition: To RCPA
5. Homicide 1<sup>st</sup>: Suspect; JF, W/M, 79 yoa, Victim: MN, W/M, 49 yoa, Disposition: Reports sent o RCPA
6. Arrest on Warrant: Suspect: LT, W/F, 45 yoa, Victim: State of Missouri, Disposition: Reports sent o RCPA
7. Arrest on Warrant: Suspect: LT, W/F, 45 yoa, Victim: State of Missouri, Disposition: T Reports sent to RCPA
8. Arrest on Warrant: Suspect: LT, W/F, 45 yoa, Victim: State of Missouri, Disposition: Reports sent o RCPA
9. Arrest on Warrant: Suspect: LT, W/F, 45 yoa, Victim: State of Missouri, Disposition: T Reports sent o RCPA
10. Arrest on Warrant: Suspect: LT, W/F, 45 yoa, Victim: State of Missouri, Disposition: T Reports sent o RCPA
11. Arrest on Warrant: Suspect: LT, W/F, 45 yoa, Victim: State of Missouri, Disposition: Reports sent o RCPA
12. Statutory Rape 1<sup>st</sup>: Suspect; DH, W/M, 39 yoa, Victim: CF, W/F, 9 yoa, Disposition: Reports sent o RCPA
13. Statutory Rape 1<sup>st</sup>: Suspect; DH, W/M, 39 yoa, Victim: CF, W/F, 9 yoa, Disposition: Reports sent o RCPA
14. Statutory Rape 1<sup>st</sup>: Suspect; DH, W/M, 39 yoa, Victim: CF, W/F, 9 yoa, Disposition: Reports sent o RCPA
15. Child Molestation 1<sup>st</sup>: ; DH, W/M, 39 yoa, Victim: CF, W/F, 9 yoa, Disposition: Reports sent o RCPA
16. Child Molestation 1<sup>st</sup>: ; DH, W/M, 39 yoa, Victim: CF, W/F, 9 yoa, Disposition: Reports sent o RCPA

17. Child Molestation 1<sup>st</sup>: ; DH, W/M, 39 yoa, Victim: CF, W/F, 9 yoa,  
Disposition: Reports sent o RCPA
18. Child Molestation 1<sup>st</sup>: Suspect; DH, W/M, 39 yoa, Victim: LF, W/M, 10 yoa,  
Disposition: Reports sent o RCPA
19. Child Molestation 1<sup>st</sup>: Suspect; DH, W/M, 39 yoa, Victim: LF, W/M, 10 yoa,  
Disposition: Reports sent o RCPA
20. Child Molestation 1<sup>st</sup>: Suspect; DH, W/M, 39 yoa, Victim: LF, W/M, 10 yoa,  
Disposition: Reports sent o RCPA
21. Assault 1<sup>st</sup>: JF, 79 year old, WM, Victim: MN, 49 year old, WM, Disposition:  
Reports sent to RCPA.

<b>Cases Cleared.....</b>	<b>21</b>
<b>Interviews.....</b>	<b>87</b>
<b>Interrogations.....</b>	<b>3</b>
<b>Reports Written.....</b>	<b>70</b>

### **Special Assignments**

#### Monthly Report

Completed Paycom for detective unit.  
 Approved numerous reports for Detective Unit.  
 Tagged numerous body camera videos.  
 Assisted with Missing Juvenile investigation.  
 Assisted NOMO Drug Task Force with a search warrant.  
 Attended Juvenile Court in Huntsville.  
 Liquor License Application- Moose Lodge.  
 Assisted with recovery of a stolen motorcycle out of Columbia.  
 Called out to assist with Assault 1<sup>st</sup> degree/ Shooting investigation.  
 Assisted with search warrant on residence in reference to Assault 1<sup>st</sup> investigation.  
 Traveled to University Hospital in Columbia to photograph injuries  
 Responded to MU Police Department to pick up evidence  
 Executed search warrant on vehicle  
 Returned served search warrant to courthouse in Huntsville.  
 Attended autopsy in Columbia  
 Attended court in Huntsville.  
 Packaged and prepared evidence to go to Lab  
 Assisted with warrant arrest and transport to RCJC.  
 Assisted with traffic stop.  
 Attended informational meeting on new recording system for interview rooms.  
 Served subpoena to subject for hearing in NY state.  
 Assisted with Child Molestation investigation.  
 Submitted preservation request to Snapchat



**Police Department**

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

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

Transported evidence to MSHP Lab in Jefferson City  
Attended three forensic interviews in Columbia.  
Attended a forensic interview in Columbia.  
Assisted with Junior Police Academy.  
Assisted NOMO Task Force with narcotics search warrant  
Called out for SWAT to execute search warrant  
Located subject who made threats with firearm  
Called in for homicide investigation  
Typed and executed search warrant for homicide  
Responded to court  
Attended ALICE active shooter instructor training  
Attended Reid Technique Interview and Interrogation training  
Watched interviews in reference to statutory rape cases  
Scott City MO to interview subject in reference to statutory rape/child molestation investigation  
Conducted traffic stop on known drug dealers, consent to search the vehicle denied  
Gave SWAT presentation to Jr. Police academy  
Gave CSI presentation to Jr. Police academy  
Call out homicide  
Processed homicide scene  
Typed search warrant for homicide case  
Emailed signed document in reference to receiving forensic interview via mail  
Attended a four day training for interview and interrogation  
Assisted patrol in stealing case  
Court prep with prosecutor  
Made contact with Sergeant from Rocky Ford, CO in reference to obtaining forensic interview of sexual assault victim  
Meeting w/ Randolph County Caseworker in reference to sexual assault  
Attended forensic interview of sexual assault victim

Respectfully Submitted,

Tracey Hayes Commander



# **Moberly Fire Department July Monthly Report 2021**

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## *City of Moberly Fire Department*

**Emergency Dial 911**  
**Station #1 660-269-8705 EXT 2035**  
**Fax# 660-263-0596**  
**E-mail ryand@moberlyfd.com**  
**Station #2 660-263-4121**

**310 N. Clark**  
**Moberly, MO 65270-1520**  
**Fire Chief**  
**Don Ryan**

To: Mayor and City Council  
 From: Don Ryan, Fire Chief  
 Date: August 6, 2021  
 Re: July Monthly Council Report:

- Last month the fire department responded to 116 incidents (31 different types) this included: **9 fire related calls, 57 EMS Calls, 4 hazardous conditions, 22 service calls, 12 good intent calls, 7 false alarms & false calls, 5 Special Incident Type, and 30 fire inspections.**
- We are always working with local, Regional, and State agencies on the COVID 19 crisis, civil unrest, and severe weather issues that face the regional and state. With the current surge in COVID cases throughout the State, we are beginning to have the weekly conference call to keep apprised of the latest recommendations.
- Vehicle maintenance: Our engines are consistently having issues, Engine 304 had brake and axle issues and now is in the midst of replacing the water pump, Engine 302 will be going in for head gaskets and other engine repairs as soon as we get Engine 304 back. We are doing our best to keep enough engines in service. IF we have any other issues occur before we can get the others repaired, we may have to consolidate down and lose our ability to respond in a timely manner throughout the city.
- Equipment/station maintenance: A new door has been purchased to be placed between the apparatus bay and the dorms at Station 2. Additional portions of the remodeling at station 2 include: carpet, paint, and trim work and are to begin soon.
- The Department is continuing with the hydrant location mapping project with the Water Department. This will bring the mapping of all hydrants up-to-date.
- The Department has completed over ½ of the hydrant testing for the year and continues to make good progress.
- The crews have continued with providing building inspections (CFOs) and business inspections.
- Fire department physicals were conducted this month. This will fulfill the contract negotiated with SiteMed over the last two years. We will look into pricing and possible contract with them again, or another service – depending upon pricing and component coverage.
- The Department completed 500 training hours on Air Packs, Hose Loads, Pre-Plan Inspections, SOPs/SOGs, Code Inspections, Recruit, and Health and Wellness.
- Emergency Management/Fire Chief: The EMPG paperwork for partial reimbursement of the Fire Chief salary was completed and submitted. We have not received any other correspondence indicating that there were any issues noticed after being resubmitted.

- The RHSOC grant for 8 new SCBA air packs and 12 new SCBA bottles has been delivered and training was provided by Feld Fire. The equipment was inventoried and logged into our system for tracking and maintenance in the future. The Fire Chief sent a Thank You letter to the Mark Twain Regional Council of Governments.

#### Notice for August 2021

- Fire Chief Ryan was in attendance during the public hearing concerning the Moberly Inn on July 13<sup>th</sup>.
- Chief Ryan provided coverage for the City Manager's radio slot on July 14<sup>th</sup>.
- Chief Ryan attended the Region B Fire Chief's Meeting in Shelbina on July 21<sup>st</sup>.
- Members of the department completed the annual department physicals with SiteMed on July 19<sup>th</sup> and 29<sup>th</sup>.
- In August, the Moberly Fire Department will continue to do hydrant testing and business inspections throughout the city.
- We had several personnel inform the department of their plan to leave employment. They are all scheduled to leave the week of August 2<sup>nd</sup> through August 6<sup>th</sup>. We would like to extend our best wishes to those individuals who have decided to go elsewhere for employment.
- We made offers to three candidates from the last testing. We are happy to announce that all three individuals contacted have accepted the positions. We have hired Trevor Park, Landon Ruzicka, and Darren Price. Trevor is from the Wentzville, MO area and will begin on August 23<sup>rd</sup>. Landon is originally from around the Canton, GA area and will begin on August 16<sup>th</sup>. Darren is from Moberly and will begin on August 16<sup>th</sup>.
- Chief Ryan will be submitting changes to the promotional process to Local 2671 of the I.A.F.F. and the City Council for approval. Once that is done, an Assessment Center for the promotional process will be finalized for dates and times. The department will be holding an Engineer test (written and practical components) in the near future.
- In August, the Chief will be participating in the Randolph County Health Dept. COVID-19 conference call, and the Radio Communications Meeting regarding Randolph County Communications Study and Survey.

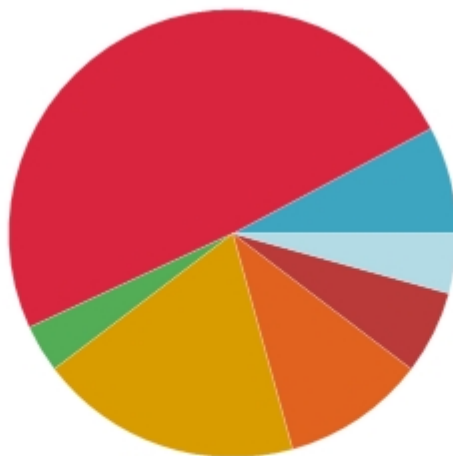


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
150 - Outside rubbish fire, other	1	0.86%
1512 - Building Materials/ Demo Mat. Fire	1	0.86%
1513 - Yard Waste/ Refuse Fire	4	3.45%
1514 - Recreational Fire	2	1.72%
154 - Dumpster or other outside trash receptacle fire	1	0.86%
311 - Medical assist, assist EMS crew	3	2.59%
3112 - Lift Assistance	11	9.48%
3113 - Standby, No care provided	2	1.72%
320 - Emergency medical service incident, other	1	0.86%
321 - EMS call, excluding vehicle accident with injury	36	31.03%
322 - Motor vehicle accident with injuries	2	1.72%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.86%

<b>Incident Type</b>	<b>Total Incidents</b>	<b>Percent</b>
324 - Motor vehicle accident with no injuries.	1	0.86%
444 - Power line down	2	1.72%
463 - Vehicle accident, general cleanup	2	1.72%
5001 - Gas Appliance Inspection	17	14.66%
5005 - CFO Inspection	1	0.86%
5311 - Report of odor with nothing found	1	0.86%
553 - Public service	1	0.86%
554 - Assist invalid	1	0.86%
561 - Unauthorized burning	1	0.86%
611 - Dispatched & canceled en route	5	4.31%
622 - No incident found on arrival at dispatch address	3	2.59%
631 - Authorized controlled burning	1	0.86%
651 - Smoke scare, odor of smoke	2	1.72%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.86%
733 - Smoke detector activation due to malfunction	1	0.86%
735 - Alarm system sounded due to malfunction	2	1.72%
743 - Smoke detector activation, no fire - unintentional	3	2.59%
745 - Alarm system activation, no fire - unintentional	1	0.86%
911 - Citizen complaint	5	4.31%

**Total Number of Incidents: 116**

**Total Number of Incident Types: 31**

Incident Type	Total Incidents	Percent
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**Report Filter Settings**

**Report File Name:** Incidents by Incident Type, Summary with Major Type Graph

**Filter Name:** Last Calendar Month

**Filter Expression:** [AlarmDateTime] is between '7/1/2021 12:00:00 AM' and '7/31/2021 11:59:59 PM'

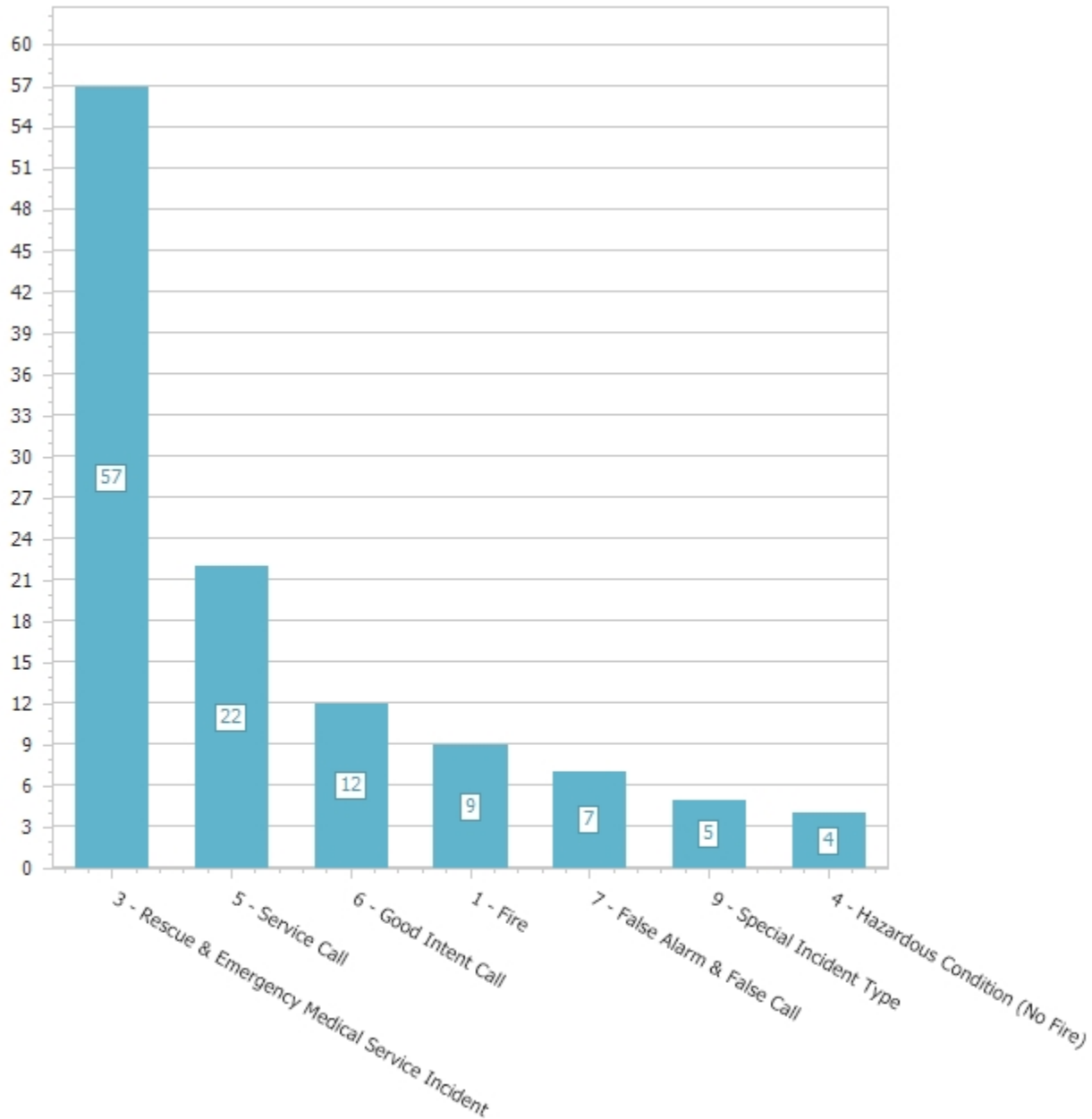


Emergency: Dial 911  
 Station #1: 660-269-8705 Ext: 2035  
 Fax: 600-263-0596  
 Station #2: 660-263-4121

## City of Moberly Fire Department

310 N. Clark  
 Moberly, MO 65270-1520

### Incident Reports by Incident Type Series, Detailed



**Incident Type:** 1 - Fire

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2100509	0	7/4/2021 21:17	418 ALLEN, Moberly, MO 65270
2100518	0	7/7/2021 21:07	416 POLSTON AT HINTON, Moberly, MO 65270
2100531	0	7/11/2021 19:18	506 N Moulton ST N, Moberly, MO 65270
2100535	0	7/12/2021 01:15	506 N Moulton ST N, Moberly, MO 65270
2100543	0	7/13/2021 21:14	722 SAMSON, Moberly, MO 65270
2100573	0	7/23/2021 10:45	209 S Morley ST S, Moberly, MO 65270
2100593	0	7/28/2021 22:39	439 WOODLAND, Moberly, MO 65270
2100596	0	7/29/2021 14:11	501 Franklin ST, Moberly, MO 65270
2100598	0	7/29/2021 19:46	1028 Sinnock AVE #52, Moberly, MO 65270

**Total Incidents:** 9**Incident Type:** 3 - Rescue & Emergency Medical Service Incident

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2100495	0	7/1/2021 10:51	801 GRATZ BROWN, Moberly, MO 65270
2100498	0	7/1/2021 16:20	529 Burkhardt, moberly, MO 65270
2100499	0	7/1/2021 16:37	1116 LOWRY, Moberly, MO 65270
2100501	0	7/2/2021 13:41	1000 S Williams ST, Moberly, MO 65270
2100507	0	7/4/2021 08:15	1204 MORLEY, Moberly, MO 65270
2100511	0	7/5/2021 17:47	907 Concannon ST, Moberly, MO 65270
2100512	0	7/5/2021 20:59	1204 S Morley ST S #12, Moberly, MO 65270
2100517	0	7/7/2021 19:45	422 WOODLAND AVE, Moberly, MO 65270
2100520	0	7/8/2021 20:25	313 E Burkhardt ST E, Moberly, MO 65270
2100521	0	7/9/2021 09:19	1230 QUINN, Moberly, MO 65270
2100523	0	7/10/2021 03:46	817 PROMENADE, Moberly, MO 65270
2100525	0	7/10/2021 09:17	910 Shelby DR, Moberly, MO 65270
2100526	0	7/10/2021 09:36	1814 Wabash AVE, Moberly, MO 65270
2100528	0	7/10/2021 20:01	4 WILLOTT, Moberly, MO 65270
2100529	0	7/10/2021 21:13	JJ HWY & Holman RD, Moberly, MO
2100530	0	7/11/2021 18:03	1204 Shepherds DR, Moberly, MO 65270



2100532	0	7/11/2021 21:53	319 Morehead ST, Moberly, MO 65270
2100533	0	7/11/2021 22:28	Holman ST & Myra ST, Moberly, MO
2100534	0	7/11/2021 23:28	454 Woodland AVE, Moberly, MO 65270
2100536	0	7/12/2021 08:27	1957 DD HWY, Moberly, MO 65270
2100537	0	7/12/2021 21:35	1807 Wabash, Moberly, MO 65270
2100538	0	7/13/2021 00:14	717 6TH, Moberly, MO 65270
2100540	0	7/13/2021 10:36	605 Saint Charles ST, Moberly, MO 65270
2100542	0	7/13/2021 20:10	1204 S Morley ST #3, Moberly, MO 65270
2100544	0	7/14/2021 11:36	300 E Highway 24 HWY E, Moberly, MO 65270
2100546	0	7/14/2021 16:48	801 W REED ST W, Moberly, MO 65270
2100548	0	7/15/2021 10:09	116 S CLARK ST, Moberly, MO 65270
2100549	0	7/15/2021 12:12	503 W REED ST, Moberly, MO 65270
2100551	0	7/15/2021 21:59	1906 WABASH, Moberly, MO 65270
2100554	0	7/16/2021 13:05	1440 TANNEHILL, Moberly, MO 65270
2100555	0	7/16/2021 19:14	800 SINNOCK, Moberly, MO 65270
2100557	0	7/17/2021 04:53	1321 MORLEY, Moberly, MO 65270
2100558	0	7/17/2021 08:41	600 E 24 HWY, Moberly, MO 65270
2100559	0	7/17/2021 09:58	411 W Reed ST W, Moberly, MO 65270
2100560	0	7/18/2021 11:20	425 MCKINLEY, Moberly, MO 65270
2100562	0	7/18/2021 14:30	218B N Clark ST, Moberly, MO 65270
2100564	0	7/19/2021 13:00	522 HAGOOD, Moberly, MO 65270
2100565	0	7/20/2021 05:57	300 BLK W HIGHWAY 24, Moberly, MO 65270
2100568	0	7/22/2021 08:52	521 Farror ST, Moberly, MO 65270
2100572	0	7/22/2021 23:58	224 HINTON, Moberly, MO 65270
2100576	0	7/24/2021 12:13	400 N Morley ST, Moberly, MO 65270
2100577	0	7/24/2021 21:10	218 CLARK, Moberly, MO 65270
2100578	0	7/25/2021 00:32	115 E Coates ST, Moberly, MO 65270
2100579	0	7/25/2021 01:35	220 Taylor ST #105, Moberly, MO 65270
2100580	0	7/25/2021 07:31	648 TAYLOR, Moberly, MO 65270
2100581	0	7/25/2021 09:12	301 S Morley ST, Moberly, MO 65270
2100582	0	7/25/2021 21:13	126 COLLINS, Moberly, MO 65270

2100586	0	7/26/2021 19:53	709 Fort ST, Moberly, MO 65270
2100587	0	7/27/2021 06:04	1204 S Morley ST S, Moberly, MO 65270
2100591	0	7/27/2021 20:21	1751 URBANDALE, Moberly, MO 65270
2100595	0	7/29/2021 02:57	116 PINE, Moberly, MO 65270
2100597	0	7/29/2021 18:59	906 Myra ST, Moberly, MO 65270
2100599	0	7/30/2021 06:27	704 Monroe ST, Moberly, MO 65270
2100600	0	7/30/2021 09:34	1007 MYRA, Moberly, MO 65270
2100606	0	7/31/2021 01:09	807 DALY, Moberly, MO 65270
2100607	0	7/31/2021 03:24	22 KEHOE, Moberly, MO 65270
2100608	0	7/31/2021 20:30	820 Concannon ST, Moberly, MO 65270

**Total Incidents: 57**

**Incident Type:** 4 - Hazardous Condition (No Fire)

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2100500	0	7/2/2021 01:30	900 W Rollins ST, Moberly, MO 65270
2100556	0	7/16/2021 18:52	608 CLEVELAND, Moberly, MO 65270
2100575	0	7/23/2021 23:40	S Morley ST & Morehead ST, Moberly, MO
2100585	0	7/26/2021 11:51	402 MADISON, Moberly, MO 65270

**Total Incidents: 4**

**Incident Type:** 5 - Service Call

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2100494	0	7/1/2021 07:55	1206 Quail Haven DR, Moberly, MO 65270
2100496	0	7/1/2021 10:52	315 N Williams ST #3, Moberly, MO 65270
2100497	0	7/1/2021 14:25	309 S 6th ST, Moberly, MO 65270
2100514	0	7/6/2021 20:24	510 ROBERTS, Moberly, MO 65270
2100519	0	7/8/2021 12:16	403 Chandler ST, Moberly, MO 65270
2100522	0	7/9/2021 11:00	1353 Lanterns Pointe DR, Moberly, MO 65270
2100547	0	7/15/2021 09:00	1234 Woodridge LN, Moberly, MO 65270
2100550	0	7/15/2021 13:15	1600 E Rollins, Moberly, MO 65270
2100553	0	7/16/2021 11:00	1250 W Reed ST, Moberly, MO 65270

2100561	0	7/18/2021 13:51	518 S Fifth ST, Moberly, MO 65270
2100563	0	7/19/2021 10:30	1351 Lantern Pointe LOOP, Moberly, MO 65270
2100566	0	7/20/2021 19:27	419 Rothwell Park RD, Moberly, MO 65270
2100570	0	7/22/2021 16:06	1400 HARVEST, Moberly, MO 65270
2100571	0	7/22/2021 16:45	1204 S Morley ST #09, Moberly, MO 65270
2100574	0	7/23/2021 13:56	1510 HWY JJ HWY #17, Moberly, MO 65270
2100584	0	7/26/2021 10:37	310 Porter ST, Moberly, MO 65270
2100588	0	7/27/2021 10:30	536 W Carpenter ST, Moberly, MO 65270
2100589	0	7/27/2021 10:48	1811 S Morley, Moberly, MO 65270
2100590	0	7/27/2021 13:55	1623 S Morley ST, Moberly, MO 65270
2100592	0	7/28/2021 11:30	500 Promenade ST, Moberly, MO 65270
2100602	0	7/30/2021 15:00	5 Westwood PL, Moberly, MO 65270
2100604	0	7/30/2021 20:48	309 E CARPENTER, Moberly, MO 65270

**Total Incidents: 22**

**Incident Type:** 6 - Good Intent Call

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2100502	0	7/2/2021 17:10	721 Benson ST, Moberly, MO 65270
2100504	0	7/3/2021 06:29	1510 HIGHWAY JJ HWY, Moberly, MO 65270
2100505	0	7/3/2021 16:12	Rt A and the prison, Moberly, MO 65270
2100513	0	7/6/2021 10:02	521 MEADOW RIDGE, Moberly, MO 65270
2100524	0	7/10/2021 04:42	1515 Omar Bradley DR, Moberly, MO 65270
2100527	0	7/10/2021 18:55	833 West End PL, Moberly, MO 65270
2100545	0	7/14/2021 16:00	626 Garfield ST, Moberly, MO 65270
2100552	0	7/15/2021 23:36	hwy 24 / emerson, Moberly, MO 65270
2100567	0	7/21/2021 19:40	US 63 S AT RT M, Moberly, MO 65270
2100569	0	7/22/2021 11:01	2041 Silva LN, Moberly, MO 65270
2100594	0	7/29/2021 02:20	1222 HURLEY, Moberly, MO 65270
2100605	0	7/30/2021 21:27	220 TAYLOR, Moberly, MO 65270

**Total Incidents: 12**

**Incident Type:** 7 - False Alarm & False Call

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2100503	0	7/2/2021 17:15	1515 Omar Bradley DR, Moberly, MO 65270
2100506	0	7/3/2021 16:34	1706 LOUISA, Moberly, MO 65270
2100515	0	7/7/2021 01:42	1515 Omar Bradley DR, Moberly, MO 65270
2100516	0	7/7/2021 04:58	612 COATES, Moberly, MO 65270
2100541	0	7/13/2021 14:40	807 MONROE, Moberly, MO 65270
2100601	0	7/30/2021 13:45	100 McKeown PKY, Moberly, MO 65270
2100603	0	7/30/2021 17:12	16 WESTWOOD PL, Moberly, MO 65270

**Total Incidents: 7****Incident Type:** 9 - Special Incident Type

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date/Time</b>	<b>Address</b>
2100508	0	7/4/2021 09:33	E Coates ST E & Porter ST, Moberly, MO
2100510	0	7/4/2021 23:05	915 Shelby DR, Moberly, MO 65270
2100539	0	7/13/2021 03:00	102 Taylor ST, Moberly, MO 65270
2100583	0	7/25/2021 23:50	203 Walnut ST, Moberly, MO 65270
2100607	0	7/31/2021 01:10	220 Taylor ST, Moberly, MO 65270

**Total Incidents: 5****Total Number of Distict Incidents: 115****Total Number of Distict Incident Types: 31**

**Report Filter Settings**

**Report File Name:** Incident Reports by Incident Major Type, Detailed - New Version

**Filter Name:** Date Range

**Filter Expression:** (Not Is Null [IncidentNumber]) And ([AlarmDateTime] is between '7/1/2021 00:00' and '7/31/2021 23:59')

*City of Moberly Fire Department*

310 N. Clark  
Moberly, MO 65270-1520

Time	Number of People
12:00 am	2
1:00 am	6
2:00 am	2
3:00 am	3
4:00 am	3
5:00 am	1
6:00 am	3
7:00 am	2
8:00 am	4
9:00 am	8
10:00 am	10
11:00 am	7
12:00 pm	3
1:00 pm	8
2:00 pm	4
3:00 pm	1
4:00 pm	8
5:00 pm	4
6:00 pm	4
7:00 pm	7
8:00 pm	8
9:00 pm	10
10:00 pm	2
11:00 pm	6

Incident #	Exp #	Alarm Date	Incident Type
2100538	0	7/13/2021	321 - EMS call, excluding vehicle accident with injury
2100578	0	7/25/2021	321 - EMS call, excluding vehicle accident with injury

**1:00 am**

Incident #	Exp #	Alarm Date	Incident Type
2100500	0	7/2/2021	463 - Vehicle accident, general cleanup
2100515	0	7/7/2021	735 - Alarm system sounded due to malfunction
2100535	0	7/12/2021	1513 - Yard Waste/ Refuse Fire
2100579	0	7/25/2021	321 - EMS call, excluding vehicle accident with injury
2100606	0	7/31/2021	3112 - Lift Assistance
2100607	0	7/31/2021	911 - Citizen complaint

Page 1 of 9

**2:00 am****Incident #      Exp #      Alarm Date      Incident Type**

2100594            0            7/29/2021      611 - Dispatched &amp; canceled en route

2100595            0            7/29/2021      321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:**            2**3:00 am****Incident #      Exp #      Alarm Date      Incident Type**

2100523            0            7/10/2021      321 - EMS call, excluding vehicle accident with injury

2100539            0            7/13/2021      911 - Citizen complaint

2100607            0            7/31/2021      321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:**            3**4:00 am****Incident #      Exp #      Alarm Date      Incident Type**

2100516            0            7/7/2021      745 - Alarm system activation, no fire - unintentional

2100524            0            7/10/2021      611 - Dispatched &amp; canceled en route

2100557            0            7/17/2021      3112 - Lift Assistance

**Total Number of Incidents:**            3**5:00 am****Incident #      Exp #      Alarm Date      Incident Type**

2100565            0            7/20/2021      324 - Motor vehicle accident with no injuries.

**Total Number of Incidents:**            1**6:00 am****Incident #      Exp #      Alarm Date      Incident Type**

2100504            0            7/3/2021      611 - Dispatched &amp; canceled en route

2100587            0            7/27/2021      321 - EMS call, excluding vehicle accident with injury

2100599            0            7/30/2021      321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 3

**7:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2100494	0	7/1/2021	5001 - Gas Appliance Inspection
2100580	0	7/25/2021	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 2

**8:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2100507	0	7/4/2021	3112 - Lift Assistance
2100536	0	7/12/2021	311 - Medical assist, assist EMS crew
2100558	0	7/17/2021	321 - EMS call, excluding vehicle accident with injury
2100568	0	7/22/2021	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 4

**9:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2100508	0	7/4/2021	911 - Citizen complaint
2100521	0	7/9/2021	321 - EMS call, excluding vehicle accident with injury
2100525	0	7/10/2021	321 - EMS call, excluding vehicle accident with injury
2100526	0	7/10/2021	321 - EMS call, excluding vehicle accident with injury
2100547	0	7/15/2021	5001 - Gas Appliance Inspection
2100559	0	7/17/2021	321 - EMS call, excluding vehicle accident with injury
2100581	0	7/25/2021	321 - EMS call, excluding vehicle accident with injury
2100600	0	7/30/2021	3112 - Lift Assistance

**Total Number of Incidents:** 8

**10:00 am**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2100495	0	7/1/2021	321 - EMS call, excluding vehicle accident with injury
2100496	0	7/1/2021	5001 - Gas Appliance Inspection



2100513	0	7/6/2021	651 - Smoke scare, odor of smoke
2100540	0	7/13/2021	311 - Medical assist, assist EMS crew
2100548	0	7/15/2021	3112 - Lift Assistance
2100563	0	7/19/2021	5001 - Gas Appliance Inspection
2100573	0	7/23/2021	1512 - Building Materials/ Demo Mat. Fire
2100584	0	7/26/2021	5001 - Gas Appliance Inspection
2100588	0	7/27/2021	5001 - Gas Appliance Inspection
2100589	0	7/27/2021	5001 - Gas Appliance Inspection

**Total Number of Incidents:** 10

#### 11:00 am

Incident #	Exp #	Alarm Date	Incident Type
2100522	0	7/9/2021	5001 - Gas Appliance Inspection
2100544	0	7/14/2021	3112 - Lift Assistance
2100553	0	7/16/2021	5001 - Gas Appliance Inspection
2100560	0	7/18/2021	321 - EMS call, excluding vehicle accident with injury
2100569	0	7/22/2021	611 - Dispatched & canceled en route
2100585	0	7/26/2021	444 - Power line down
2100592	0	7/28/2021	5001 - Gas Appliance Inspection

**Total Number of Incidents:** 7

#### 12:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100519	0	7/8/2021	5001 - Gas Appliance Inspection
2100549	0	7/15/2021	321 - EMS call, excluding vehicle accident with injury
2100576	0	7/24/2021	321 - EMS call, excluding vehicle accident with injury

**Total Number of Incidents:** 3

#### 1:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100501	0	7/2/2021	321 - EMS call, excluding vehicle accident with injury

2100550	0	7/15/2021	5001 - Gas Appliance Inspection
2100554	0	7/16/2021	321 - EMS call, excluding vehicle accident with injury
2100561	0	7/18/2021	5001 - Gas Appliance Inspection
2100564	0	7/19/2021	321 - EMS call, excluding vehicle accident with injury
2100574	0	7/23/2021	5001 - Gas Appliance Inspection
2100590	0	7/27/2021	5005 - CFO Inspection
2100601	0	7/30/2021	743 - Smoke detector activation, no fire - unintentional

**Total Number of Incidents:** 8

### 2:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100497	0	7/1/2021	5001 - Gas Appliance Inspection
2100541	0	7/13/2021	743 - Smoke detector activation, no fire - unintentional
2100562	0	7/18/2021	321 - EMS call, excluding vehicle accident with injury
2100596	0	7/29/2021	154 - Dumpster or other outside trash receptacle fire

**Total Number of Incidents:** 4

### 3:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100602	0	7/30/2021	5001 - Gas Appliance Inspection

**Total Number of Incidents:** 1

### 4:00 pm

Incident #	Exp #	Alarm Date	Incident Type
2100498	0	7/1/2021	323 - Motor vehicle/pedestrian accident (MV Ped)
2100499	0	7/1/2021	321 - EMS call, excluding vehicle accident with injury
2100505	0	7/3/2021	622 - No incident found on arrival at dispatch address
2100506	0	7/3/2021	733 - Smoke detector activation due to malfunction
2100545	0	7/14/2021	622 - No incident found on arrival at dispatch address
2100546	0	7/14/2021	3113 - Standby, No care provided
2100570	0	7/22/2021	554 - Assist invalid

2100571      0      7/22/2021      5001 - Gas Appliance Inspection

**Total Number of Incidents:**      8

**5:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2100502	0	7/2/2021	622 - No incident found on arrival at dispatch address
2100503	0	7/2/2021	735 - Alarm system sounded due to malfunction
2100511	0	7/5/2021	321 - EMS call, excluding vehicle accident with injury
2100603	0	7/30/2021	743 - Smoke detector activation, no fire - unintentional

**Total Number of Incidents:**      4

**6:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2100527	0	7/10/2021	651 - Smoke scare, odor of smoke
2100530	0	7/11/2021	3112 - Lift Assistance
2100556	0	7/16/2021	444 - Power line down
2100597	0	7/29/2021	3112 - Lift Assistance

**Total Number of Incidents:**      4

**7:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2100517	0	7/7/2021	320 - Emergency medical service incident, other
2100531	0	7/11/2021	1513 - Yard Waste/ Refuse Fire
2100555	0	7/16/2021	3112 - Lift Assistance
2100566	0	7/20/2021	553 - Public service
2100567	0	7/21/2021	611 - Dispatched & canceled en route
2100586	0	7/26/2021	321 - EMS call, excluding vehicle accident with injury
2100598	0	7/29/2021	1514 - Recreational Fire

**Total Number of Incidents:**      7

**8:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2100512	0	7/5/2021	321 - EMS call, excluding vehicle accident with injury
2100514	0	7/6/2021	5311 - Report of odor with nothing found
2100520	0	7/8/2021	321 - EMS call, excluding vehicle accident with injury
2100528	0	7/10/2021	321 - EMS call, excluding vehicle accident with injury
2100542	0	7/13/2021	321 - EMS call, excluding vehicle accident with injury
2100591	0	7/27/2021	3113 - Standby, No care provided
2100604	0	7/30/2021	561 - Unauthorized burning
2100608	0	7/31/2021	3112 - Lift Assistance

**Total Number of Incidents:** 8

**9:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2100509	0	7/4/2021	150 - Outside rubbish fire, other
2100518	0	7/7/2021	1513 - Yard Waste/ Refuse Fire
2100529	0	7/10/2021	322 - Motor vehicle accident with injuries
2100532	0	7/11/2021	321 - EMS call, excluding vehicle accident with injury
2100537	0	7/12/2021	321 - EMS call, excluding vehicle accident with injury
2100543	0	7/13/2021	1514 - Recreational Fire
2100551	0	7/15/2021	321 - EMS call, excluding vehicle accident with injury
2100577	0	7/24/2021	311 - Medical assist, assist EMS crew
2100582	0	7/25/2021	3112 - Lift Assistance
2100605	0	7/30/2021	631 - Authorized controlled burning

**Total Number of Incidents:** 10

**10:00 pm**

<b>Incident #</b>	<b>Exp #</b>	<b>Alarm Date</b>	<b>Incident Type</b>
2100533	0	7/11/2021	322 - Motor vehicle accident with injuries
2100593	0	7/28/2021	1513 - Yard Waste/ Refuse Fire

**Total Number of Incidents:** 2

**11:00 pm**

Incident #	Exp #	Alarm Date	Incident Type
2100510	0	7/4/2021	911 - Citizen complaint
2100534	0	7/11/2021	321 - EMS call, excluding vehicle accident with injury
2100552	0	7/15/2021	652 - Steam, vapor, fog or dust thought to be smoke
2100572	0	7/22/2021	321 - EMS call, excluding vehicle accident with injury
2100575	0	7/23/2021	463 - Vehicle accident, general cleanup
2100583	0	7/25/2021	911 - Citizen complaint

**Total Number of Incidents:** 6

**Report Filter Settings**

**Report Name:** Incident Reports by Time of Day, Detailed

**Filter Name:** last month

**Filter Expression:** [AlarmDateTime] is between '7/1/2021 12:00:00 AM' and '7/31/2021 11:59:59 PM'



Emergency: Dial 911  
Station #1: 660-269-8705 Ext: 2035  
Fax: 600-263-0596  
Station #2: 660-263-4121

## *City of Moberly Fire Department*

310 N. Clark  
Moberly, MO 65270-1520

### **Incident Reports by Apparatus, Summary**

<b>Apparatus:</b>	<b>Total Number of Incidents Responded to:</b>
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300 Pickup	55
2007 Chevy	
302 Saber	52
304 Contender	9
305 Contender	27

**Total Number of Incidents: 115**

**Report Filter Settings**

**Report Name:** Incident Reports by Apparatus, Summary

**Filter Name:** Last Month

**Filter Expression:** [AlarmDateTime] is between '7/1/2021 12:00:00 AM' and '7/31/2021 11:59:59 PM'



**Director – Troy Bock**

- 12,000-13,000 are estimated to have watched the 4<sup>th</sup> of July festivities between the complex and main park. We were only able to capture data on a small fraction of people, but we had visitors from metro to metro and Kirksville to Springfield with the majority coming from within a 60 mile radius. We had out of state visitors from at least Texas, Tennessee, New York, Connecticut, Pennsylvania, Minnesota, and Kentucky. At least 9 hotel rooms (3 documented at Comfort Inn and 6 according to Super 8) were documented to have been booked related to this event and the campground was full.
- We will begin meeting with Water's Edge on the design of the Tannehill splash pad. We plan to stick with our plan during the sales tax renewal of having a train theme incorporated.
- Met with staff from relevant groups (ICAN and RCDDS) about a potential partnership on the eventual Kiwanis Park. This would help create a playground that is truly inclusive while staying within our budget. All funds committed can be packaged in an LWCF grant early next year which, if awarded, would double the money. An inclusive playground would lure traffic from a 30-45 mile radius and be a tremendous asset for Moberly.
- We received an \$8,000 rebate on the irrigation pumps which offsets the cost on the VFD systems installed.
- Adam Flock is updating the Kiwanis Park renderings so they're ready for fundraising efforts and the grant application early next year.
- OnMedia's video shoot (updating the current 10 minute parks video on the website) rained out three times. They are now on covid restrictions. I am urging them to reconsider given the video shoot will be all outdoors as I would like the updated, condensed 2-3 minute video done this year. I am waiting for their response after running it up the chain.
- Dirk and I met with contractors and the supplier on the pool paint to determine the full scope of work necessary to ensure a solid surface prior to next season. Thankfully, given the limited paint chipping, the extra work to remove loose paint will not be as significant as we feared and we will be able to stay close to budget.
- Some minor repairs will be needed on some masonry at the Auditorium as we believe some limited moisture infiltrated where some caulking shrunk where the roofing meets the fascia, creating some tuckpointing cracking in a small (approximately 8 square feet) area of the wall. We plan to have Mid-Continental come in September to address this.

**Administration – Leslie Keeney**

- Processed bills and timesheets for the department.
- Worked the 4<sup>th</sup> of July Extravaganza and assisted in various customer service needs for the event.
- Continued tracking revenue for seasonal operations, i.e., pool revenue and concession revenue.
- Assisted in different personnel matters.
- Worked with CivicRec to resolve various system issues.
- Oversaw day to day operations of Parks and Recreation Office.

**Dirk Miller – Park Superintendent**

- Restored all electrical issues at the complex that were done for the 4<sup>th</sup>.
- Prepped for County Fair, trimmed trees and tilled for tractor pull. Tilled Rodeo Arena the following week for horse show. Bladed around Rodeo Arena to fill in chuck holes.
- Paddle boats now in the water and ready for use, the fountain in Rothwell Lake also installed.

- Working on estimate for a new concrete pathway to the new dock for the Conservation Department grant. Also trying to find decorative rocks to put along edge of bank to new dock from storage rack.
- Assisted Troy with amphitheater ideas and future plans.
- Began painting Shelter 5.
- Preparing for Rinehart R100, where anywhere from 300-600 archery participants are expected.
- Performed tree maintenance on large oak tree at the top of Groeber field, near war memorial, and used new grapple to pick up limbs and clean up the area.
- Removed old Fox Park sign (one out of bricks and concrete) and hauled off remains.
- Received bids to re-paint the pool this fall and received paint for the project.
- Already getting shipments in for Altrusa's Christmas displays. We're getting six new displays this year.

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

#### **Athletic Complex:**

- July 4<sup>th</sup> Extravaganza event was held.
- Bids for an engineered infield dirt and laser grading for 2 HHAC fields were sent out to potential bidders. A soil analysis was done to determine specific needs.
- Healthy Grow organic fertilizer and grub control were applied to all athletic fields.

#### **Sports:**

- Nightly league play continued with games being held five nights a week and some weekends. Leagues concluded on July 21<sup>st</sup>.

### **Amanda White – Recreation Supervisor**

#### **Concessions:**

- Starting to get the schedules going for fall ball and other fall sports that will be held at the complex.

#### **Aquatics:**

- Had good numbers throughout the summer and winding down for the season. The last day for this season is August 29<sup>th</sup>. Received great scores on all audits this year and had a great batch of kids.
- Events:
- Hired face painter, caricaturist, and a trolley to bus people back and forth for Junk Junction which is on September 25<sup>th</sup>-26<sup>th</sup>. We are partnering with the Chamber on this event as the Fly In is no longer happening.
- Sink and Snack went really well, and the kids enjoyed diving for their coins. We love partnering with the Health Department and are working towards more partnerships.



# Monthly Report

## July 2021

#10.

		2021	2020
<b>Parks</b>	Thompson Campground	182	Daily(150) Monthly(9)Overflow(2) Tent(21) 122
	Misc Thompson Campground	-	-
	Miscellaneous Park Fees	\$1,320.00	Tree Program(\$300) Vendor Fees(\$150) Surplus Sale(\$20) Memorial Bench(\$850) \$130.00
	Overnight Fishing Passes	\$20	2 1
	Paddleboat Rental	27	0
	Canoe Storage	-	-
	Archery Range	-	-
	Overlook & Plaza	-	-
	Midway	1	<b>Internal:</b> Randolph County Fair(1 res. 9 days) 1
	Agricultural Barns	1	Randolph County Fair(1 res. 9 days) 0
	Equestrian Area/ Rodeo Ground	1	Randolph County Fair(1 res. 9 days) & Fair Horse Show(1) Family Reunion(2) Private 1
	James Youth Center	6	Gatherings(2) Baby Shower(1) Youth Meeting(1) Funeral Dinner(1)Economic Dev. Dinner/Board Meeting(1) 7
	Lodge	5	Pachyderm Club Picnic(1) Randolph County Fair(1 res. 9 days) <b>Internal:</b> 4th of July(1 res. 2 days) 10
	Lion's Beuth Park	-	-
	Fox Park (entire)	-	-
	Tannehill Park	-	-
	Depot Park	-	-
	Rothwell Park 5K	1	Global Gastroschisis Foundation 5K(1) 1
		2021	2020
<b>lease note Games/Schedules are fluent due to weather)</b>	Red 1	9	MML 14U Games(3 days of regular games, 4 days of rainout games, & 2 days of playoff games scheduled) 12
	Red 2	-	-
	Blue 1	1	<b>Internal:</b> 4th of July Block(1 res. For 6 days) 0
	Blue 2	1	<b>Internal:</b> 4th of July Block(1 res. For 6 days) 6
	Blue 3	1	<b>Internal:</b> 4th of July Block(1 res. For 6 days) 0
	Green 1	Games	Optimist Games(5 nights/week until third week of July) 15
	Green 2	7+Rainout Games	MPRD Softball Games(7-10U Games) Some rainout games also played 19
	Green 3	18+Rainout Games	MPRD Softball Games(7-12U Games & 11 Competitive Games) Some rainout games also played 12
	Green 4	9	MML 10U Games(3 days of regular games & 6 days of rainout games scheduled) 29
	Green 5	8	MML 12U Games(3 days of regular games & 5 days of rainout games scheduled) 14
	Green 6	0	2

## Fields/Courts (P)

Groeber	8	Practices(5) Competitive Softball Troyouts(2) <b>Internal:</b> Drone Racing hold for 4th of July event(1 res. 3 days)	8
Meinert	5	Practices(3) Randolph County Fair(1 res. 9 days) <b>Internal:</b> Drone Racing hold for 4th of July event(1 res. 3 days)	3
Patrick	6	Competitive Softball Tryouts(4 days) Practices(2)	4
Fox Field	0		1
Fox Park Pickleball/ Tennis Courts	-		-
Batting Cages	2	Batting Practice(2)	1
Shelter 1 Tennis Courts	-		-
Wilhite Tennis Courts	-		-

2021

2020

## Shelters

Shelter 1	2	Family Reunion(2)	3
Shelter 3	1	Birthday Party(1)	1
Shelter 5	5	Birthday Parties(3) Fair Dog Show(1) Baby Shower(1)	1
Fox Park Shelter	2	Birthday Parties(2)	2
Klein Shelter	1	Bday Party(1)	2
Lake Pavilion	6	Private Gathering(3) Family Gathering(1) Global Gastroschisis Foundation 5K(1) <b>Internal:</b> Art in the Park with LDRL(1 res. 4 days) Moberly Commuuty Band(1)	10
Riley Pavilion	3	Randolph County Fair(1 res. 9 days) Prevail Workout Event(1)	3
Meditation Garden and Legacy Overlook	-		-
Depot Park Shelter	-		-

2021

2020

## Auditorium

Entire Facility	7	Little Dixie Library Adult Programming(1) Little Dixie Library Summer Event Series(2) Redeemer Church Camp(1 res. 6 days) Swift Prepared Foods Job Orientation(1 res. 2 days) <b>Internal:</b> 4th of July Block(1) MPD Junior Academy(1 res. 5 days)	9
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2021

2020

## Aquatic Center

Entire Facility	8	Sturgeon Little League Party(1) United Credit Union Community Pool Party(1) Birthday Parties(2) Private Parties(3) Moberly Correctional Center Staff & Family(1)	0
Party Area	5	Parties(5)	0

2021

2020

## Recreation

4th of July Extravaganza	12,000- 13,000		6,000-7,000
Art in the Park	45-90/week	Approximately 45-90 people each week. Sponsored by Little Dixie Regional Library	40-50/week
Sink and Snack	70	Partnered with Randolph County Health Dept.	Not held in 2020 due to COVID-19

Director of Utilities Monthly Report  
July 2021 (Presented at the August meeting)

**Director's Summary**

**Energy Solutions Professionals Project:** There are approximately 10 meters left to be installed before project completion.

**Caselle Software:** The implementation of the software is progressing; The implementation team from Caselle is mapping the data so it fits with the Caselle program.

**Route JJ Sewer Extension:** Jacobs staff is working with the three property owners who will be connected to the sewer extension. Siting for the pump stations and routing for the individual force mains is complete. Survey work is underway; more than 18,000 linear feet of survey needs to be done.

**EDA Infrastructure Grant:** Project update meetings are now held bi-weekly with Jacobs Engineering to track progress and make sure items are addressed timely. The stormwater project for the Industrial Park is not a Jacobs project. The five (5) projects include and the status of each is:

- **Morley St. Pump Station Retrofit** – Survey work has been completed, continuing on design.
- **North Morley Water Main Loop** – Survey is complete, but Jacobs had concern that surveyors picked up all utilities within the congested right-of-way on Highway 24. Close to having 90% documents finished.
- **Sturgeon and Rollins Water Main Replacement** – Survey work is complete, starting on design. Close to having 30% plans finished.
- **Downtown Sewer Rehab** – Working on RFQ for CCTV work and preparing maps of area to be CCTV'd.
- **Downtown CSO Storage Facility** – Survey is complete. Geotech work is complete.

**Swift Foods:** Start up activities are complete; full production has commenced placing Swift as a top ten user of water.

**Sugar Creek Lake Dam Grout Project:** The Lake is still full due to continual rainfall. It is anticipated that it will be late-summer before the Lake level drops sufficiently to resume the final grouting. Jacob's is in the process of drafting a change order to complete work once levels drop to an acceptable level.

**SRF Applications:** Complete the due diligence questionnaire and submit it to DNR for review.

**Taylor Street CSO Project:** The lime has been applied at the airport site and at the hay field belonging to Shane Kribbs. Began mixing Taylor CSO and started injecting biosolids at the airport site. This project is not 100% complete due to on-going rains.

**Utility Dept. Staffing:** The Department is not fully staffed at this time.

**Dept. Summary:**

Drinking water produced: 31.679 MG (1.021MG/Day)

Wastewater Treated: 70.667 MG (2.280 MG/Day)

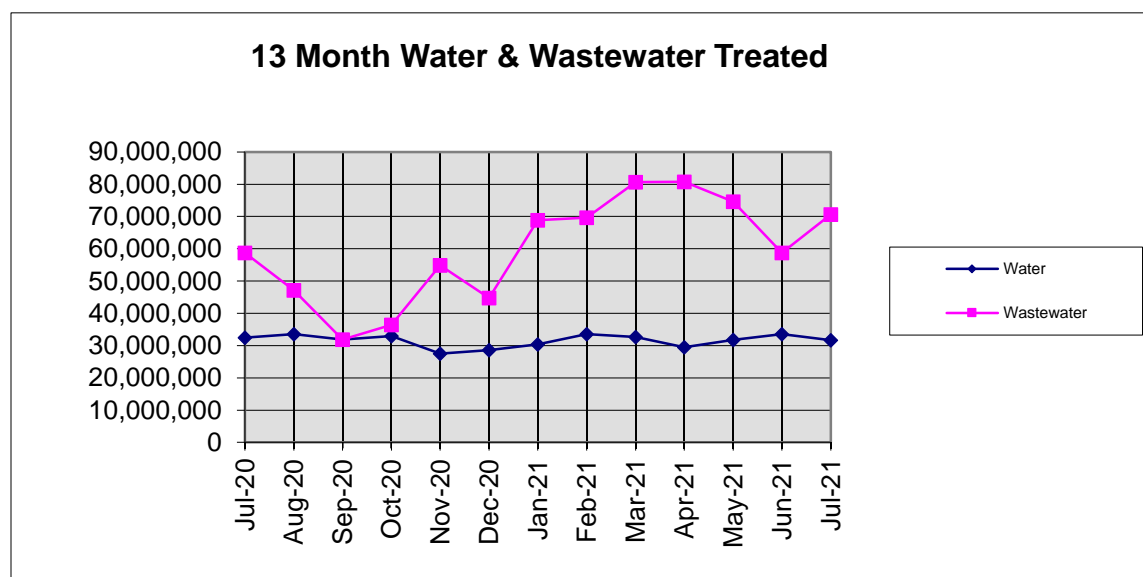
Wastewater from Combined Sewer Overflows: 25.17 MGM

Total precipitation for July 5.4 inches

Billing activity: 26,985,139 gallons of water in the amount of \$250,422.35 and 24,610,479 gallons of sewage in the amount of \$355,903.63

The Water Office processed 144 work orders, including 69 turn-ons and 73 turn-offs. 75 landlord letters were sent for properties on the shut off list.

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
July-2021	31,679,273	1,910,117	3,119,823	12,000	21,000	26,985,139	32,048,079	-368,806



## Distribution and Collection Department and Customer Service

- There were 8 water leaks
- Replaced 4 valves
- Poured 25.5 yards of concrete to patch utility cuts in roadways and sidewalks
- Completed 260 Missouri one call tickets for locating water and sewer lines
- A total of 22 lead service lines have been replaced in 2021
- There were 18 Sewer calls

## Wastewater Treatment Facility

- Treated 70.667 MGM an average of 2.280 MGD.
- Transferred 1,300,910 gallons of sludge from the SBR's to the digesters.
- Land applied 766,720 gallons of biosolids on the land application field at WWTP.
- 5.4 inches of rain fell over an 8-day period.
- Collected a SSO at 1304 South Morley, collected a SSO at 22 Westwood. These events were reported to MDNR via the MOGEM online reporting tool.
- Taylor CSO (outfall 002) discharged an estimated 8.683 MGM on 7/1/21 and 7/10/21 due to rain events.
- Rollins CSO (outfall 003) discharged 12.325 MGM on 7/1/21 – 7/5/21, 7/9/21 – 7/11/21, 7/15/21 – 7/16/21 due to rain events.
- Seven Bridges CSO (outfall 004) discharged 4.615 MGM on 7/1/21 – 7/3/21, 7/10/21 – 7/11/21 due to rain events.
- Holman Rd. CSO (outfall 005) discharged 0.0001775 MGD on 7/1/21 due to rain events.
- Pulled pump #2 at Darwood station due to seal failure, the pump was transported to Fairbanks Morse Pump Group for inspection/repair, repair of this unit will cost \$16,995.00. Installation and startup will be performed by city staff.
- Collected monthly and quarterly WWTP samples as well as quarterly sludge samples from the WWTP and delivered them to Inovatia Labs in Fayette MO.
- Met with Boone Consulting and various loggers/contractors to evaluate the timber at WWTP and discuss moving forward with the land application improvements.
- Collected an Industrial Pretreatment discharge sample from Total Powder and Coat.
- Collected and analyzed E. Coli samples per the LTCP.
- Ordered at WET test kit from Pace Analytical, Collection and delivery of this sample is scheduled for 8/17/21.
- Glens Garage Doors replaced a 4-inch coil spring on an overhead door at WWTP.
- Pulled pump #3 at Morley station due to seal failure, the pump will be transported to Fairbanks Morse Pump Group for inspection and repair quote at the time city staff picks up a pump they are currently repairing.
- Completed and submitted the monthly and quarterly WWTP EDMR's as well as the quarterly Heritage Hills EDMR via the MDNR MOGEM online reporting tool.
- Began removing grease from the wet well at Morley pump station, we seemed to have a large amount that was not normal, upon inspection it appears the source was Swift Foods. Travis

Miller was contacted at Swift Foods and upon his investigation he informed city staff their grease interceptor has failed; they are working on correcting the issue ASAP and have been very proactive regarding the issue. Pro pumping and Hydro jetting were retained to remove grease from the interceptor at Swift Foods as well as from the wet well at Morley pump station.

### **Water Plant**

- Treated and pumped 31,679,273 gals of water to the distribution system. This is a daily average of 1,021,912 gals per day.
- Performed 3,915 in house tests on the water throughout the treatment process.
- Collected and shipped distribution samples, for DNR compliance, to include the following- 16 Bacteriological samples, Total Organic Carbons, Disinfection By-Products, Inorganic Compounds, Volatile Organic Compounds and Nitrates.
- Performed monthly preventative maintenance on the Free and Total Chlorine analyzers.
- Performed corrective maintenance on south alum systems.
- Performed emergency corrective maintenance on the chlorine feed system.
- Installed new state of the art TU5turbidimeters on the individual filter effluents.

### **Water Quality Coordinator**

- Accepted 1353 lbs hazardous waste into the Household Hazardous Waste Facility
- Stabilized and disposed of 818.3 lbs non-reusable materials
- Distributed 1256.5 lbs of recycled material to Moberly residents for reuse
- Managed Open Household Hazardous Waste Day on July 10th
- Cleaned and organized Household Hazardous Waste Facility
- Wrapped batteries for recycling
- Called Heritage Recycling about previous hazardous waste pickup
- Registered for MWEA/AWWA Joint Conference
- Worked with Master Gardeners to learn about native plants
- Attended webinar on retention pond maintenance
- Contacted DNR about Permit renewal
- Attended video call with DNR about permit renewal
- Wrote memos & contacted city personnel about permit renewal
- Updated language in SWMP
- Attended CIP project meeting



City of *Moberly!*

**To:** Moberly City Council; Brian Crane, City Manager

**From:** Greg Hodge, Director of Finance *GH*

**Subject:** Monthly Report – July 2021

### General Information

- ✦ As I anticipated the sales and use tax revenues rebounded from the down amount last month.
- ✦ Matt and I spent a good portion of the month reviewing the financial data for fiscal year 2020-2021 to make sure there were no obvious errors before we send the data off to the auditors. The few we found were corrected.
- ✦ After several weeks of back and forth with our current software vendor gWorks, we finally received contracts to get various datafiles decrypted by them and that information sent to the Caselle folks so that they can continue with the software migration process. These contracts will be fast-tracked for approval at the August 2 Council meeting so that we can get this project off dead center. Funds were budgeted in the ESP project scope, so there will be no cash directly out of pocket for this service.
- ✦ Suitable candidates for our Accounting Specialist position have been hard to come by. We will hold some interviews in early August and hope to have someone hired mid to late August. I will keep you posted.

### 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	+1.32%	Parks	+1.42%	Capital Improvement	+1.42%
Transportation	+1.43%	Use Tax	+0.82%	Downtown CID	+53.48%

### Employee Health Insurance

Health claims	\$47,821.88	Pharmaceutical claims	\$17,104.37
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### Health Insurance Contributions & Budget

Health Trust Contribution This Month	HSA Contributions This Month	Total Contributions This Month	Annual Budget	Budget Remaining
\$111,965.99	\$2,550.00	\$114,515.99	\$1,535,265.52	\$1,420,749.53

### Health Trust Fund Cash Balance

	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022
July	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65	\$452,115.58	\$350,783.18	\$516,952.83
August	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39	\$289,833.52	\$353,291.19	
September	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60	\$239,111.95	\$358,230.40	
October	\$1,008,278.61	\$990,003.69	\$665,224.98	\$533,065.43	\$161,101.66	\$361,082.82	
November	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81	\$161,006.25	\$359,913.42	
December	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06	\$244,153.89	\$341,280.69	
January	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98	\$309,105.79	\$436,448.97	
February	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67	\$297,198.27	\$462,855.81	
March	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63	\$273,648.37	\$481,687.90	
April	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04	\$278,933.28	\$520,587.99	
May	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95	\$309,247.58	\$473,770.32	
June	\$1,000,000.00	\$807,724.83	\$569,163.71	\$512,223.04	\$360,812.59	\$519,861.25	

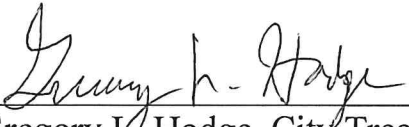
TO THE HONORABLE MAYOR  
and  
CITY COUNCIL  
of the  
CITY OF MOBERLY, MISSOURI



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

July 2021

  
\_\_\_\_\_  
Gregory L. Hodge, City Treasurer

## City of Moberly Cash Balance Report - July 2021

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,067,417.53	623,948.55	-	633,523.10	20,833.33	1,037,009.65
102	Non-Resident Lodging Tax	159,062.27	9,366.23	-	-	-	168,428.50
105	Payroll	505,508.80	35.92	-	2,633.92	-	502,910.80
110	Solid Waste	683,013.94	92,639.76	-	88,578.93	-	687,074.77
114	Heritage Hills Golf Course	-	8,000.00	-	2,657.16	5,342.84	-
115	Parks and Recreation	(34,120.09)	69,112.02	116,261.69	180,239.18	-	(28,985.56) *
116	Park Sales Tax	958,706.17	127,363.44	-	-	110,918.85	975,150.76
120	Airport	(132,704.62)	22,437.14	-	54,698.85	-	(164,966.33)
125	Perpetual Care Cemetery Sales	1,086.23	2,027.00	-	-	-	3,113.23
126	Perpetual Care Cemetery Investment	504,000.00	35.89	-	-	-	504,035.89
137	Use Tax Trust	248,815.39	17.68	-	-	-	248,833.07
140	Veterans Memorial Flag Project	43,947.73	3.12	-	128.69	-	43,822.16
300	Utilities Collection	-	606,779.24	-	39,363.67	567,415.57	-
301	Utilities Operation and Maintenance	(53,514.63)	-	238,437.93	228,996.49	-	(44,073.19) *
302	Utilities Replacement	661,538.58	-	4,125.00	-	-	665,663.58
303	Utilities Operating Reserve	1,053,596.05	121.89	195,199.59	9,419.46	-	1,239,498.07
306	Utilities Consumer Security	209,382.13	305.91	-	-	-	209,688.04
307	Sugar Creek Lake Fund	59,384.90	124.22	-	-	-	59,509.12
314	Route JJ Sewer Extension Fund	(11,871.82)	-	-	-	-	(11,871.82)
350	EDA Grant Projects Fund	(73,250.59)	-	-	-	-	(73,250.59)
377	2004B SRF Bonds Debt Service	1,126,671.60	80.06	43,179.84	38,195.69	-	1,131,735.81
378	2006A SRF Bonds Debt Service	1,653,194.90	117.48	36,014.90	37,267.25	-	1,652,060.03
379	2004C Bond Debt Service	101,422.74	7.21	30,104.17	26,552.63	-	104,981.49
380	2008A Bonds Debt Service	73,555.15	5.23	14,853.45	-	-	88,413.83
381	ESP Projects Debt Service	95,362.09	6.78	50,458.31	135,340.85	-	10,486.33
Escrow		1,017,859.66	-	-	-	-	1,017,859.66
Total CWWSS (funds 300-381 + escrow)		5,913,330.76	607,548.02	612,373.19	515,136.04	567,415.57	6,050,700.36
304	Capital Improvement Trust	27,673.83	119,793.20	-	5,425.00	55,040.95	87,001.08

## City of Moberly Cash Balance Report - July 2021

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
400	911 Emergency Telephone	181,646.94	37,739.02	20,833.33	43,028.12	-	197,191.17
406	Inmate Security Fund	14,069.07	59.00	-	-	-	14,128.07
408	Police Forfeiture Fund	4,320.59	-	-	-	-	4,320.59
600	Transportation Trust	1,679,298.70	169,107.82	-	5,558.66	-	1,842,847.86
601	Street Improvement	584,261.39	33,074.20	-	6,824.99	-	610,510.60
900	MODAG Grant/Loan	21,798.22	1.55	-	-	-	21,799.77
901	Misc. Project Residuals	150,104.99	10.67	-	-	-	150,115.66
903	Ameren MO Solar Rebates	362,670.00	-	-	-	-	362,670.00
904	Hometown Strong Fund	290,000.00	-	-	-	-	290,000.00
905	Retail Consulting Fund	11,629.96	0.83	-	-	-	11,630.79
908	Railcar Preservation Fund	587.60	0.04	-	-	-	587.64
909	Lucille Manor CDBG Reimbursement	230,380.31	3,820.57	-	-	-	234,200.88
911	Downtown CID Sales Tax	51,568.56	6,775.19	-	-	-	58,343.75
912	Downtown CID Property Tax	344,149.82	4,063.53	-	36,114.75	1,733.84	310,364.76
914	Downtown NID Cost of Issuance	46,000.00	-	-	-	-	46,000.00
915	Downtown NID Street Projects	137,005.59	-	-	-	-	137,005.59
916	Downtown NID Sewer Projects	1,516,994.41	-	-	-	-	1,516,994.41
918	Downtown NID Debt Service	64,457.26	4.58	11,817.17	-	-	76,279.01
995	Health Trust	519,861.25	112,522.36	-	115,430.78	-	516,952.83
995	Investments	-	-	-	-	-	-
Total Health Trust		519,861.25	112,522.36	-	115,430.78	-	516,952.83
Total Cash		16,156,542.60	2,049,507.33	761,285.38	1,689,978.17	761,285.38	16,516,071.76
Less Escrow Accounts		(1,017,859.66)	-	-	-	-	(1,017,859.66)
Less Investments		-	-	-	-	-	-
<b>Net Cash per Bank Cash Report</b>		<b>15,138,682.94</b>	<b>2,049,507.33</b>	<b>761,285.38</b>	<b>1,689,978.17</b>	<b>761,285.38</b>	<b>15,498,212.10</b>

\* For fiscal year 2021-2022, staff will be recording 1/12th of the liability and work comp insurance expense each month, even though payment for the entire year is due at the beginning of the fiscal year and has already been paid. Because the cash has already been paid but the expenditures are yet to be recorded, certain funds may show a negative cash balance for a portion of the year.

# City of Moberly Budget Comparison Report - July 2021

#10.

		Percentage of Year Completed							8.33%
		Revenues				Expenditures			
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget
100	General	623,948.55	623,948.55	8,790,906.19	7.10%	684,701.77	684,701.77	8,790,906.19	7.79%
102	Non-Resident Lodging Tax	9,366.23	9,366.23	100,150.00	9.35%	0.00	0.00	100,000.00	0.00%
105	Payroll	35.92	35.92	0.00	0.00%	1,134.92	1,134.92	0.00	0.00%
110	Solid Waste	92,639.76	92,639.76	1,090,150.00	8.50%	88,347.43	88,347.43	1,072,330.00	8.24%
114	Heritage Hills Golf Course	2,657.16	2,657.16	206,134.01	1.29%	2,657.16	2,657.16	206,134.01	1.29%
115	Parks and Recreation	185,373.71	185,373.71	2,467,648.36	7.51%	185,373.71	185,373.71	2,467,648.36	7.51%
116	Park Sales Tax	127,363.44	127,363.44	1,415,500.00	9.00%	110,918.85	110,918.85	1,479,682.37	7.50%
120	Airport	22,437.14	22,437.14	3,276,669.15	0.68%	54,968.15	54,968.15	3,276,669.15	1.68%
125	Perpetual Care Cemetery Sales	2,027.00	2,027.00	20,000.00	10.14%	0.00	0.00	20,000.00	0.00%
126	Perpetual Care Cemetery Investment	35.89	35.89	20,500.00	0.18%	0.00	0.00	500.00	0.00%
140	Veterans Memorial Flag Project	3.12	3.12	3,050.00	0.10%	128.69	128.69	2,500.00	5.15%
300	Utilities Collection	606,779.24	606,779.24	6,727,154.82	9.02%	607,337.63	607,337.63	6,727,154.82	9.03%
301	Utilities Operation and Maintenance	238,437.93	238,437.93	4,429,570.44	5.38%	238,437.93	238,437.93	4,429,570.44	5.38%
302	Utilities Replacement	4,125.00	4,125.00	49,500.00	8.33%	0.00	0.00	0.00	0.00%
303	Utilities Operating Reserve	195,321.48	195,321.48	103,200.00	189.27%	9,419.46	9,419.46	359,774.82	2.62%
304	Capital Improvement Trust	119,793.20	119,793.20	1,302,000.00	9.20%	60,465.95	60,465.95	1,066,401.45	5.67%
307	Sugar Creek Lake Fund	124.22	124.22	2,050.00	6.06%	0.00	0.00	0.00	0.00%
314	Route JJ Sewer Extension Fund	0.00	0.00	1,582,723.00	0.00%	0.00	0.00	1,582,723.00	0.00%
350	EDA Grant Projects Fund	0.00	0.00	6,376,600.00	0.00%	0.00	0.00	6,376,600.00	0.00%
377	2004B SRF Bonds Debt Service	43,259.90	43,259.90	519,258.13	8.33%	38,195.69	38,195.69	472,143.75	8.09%
378	2006A SRF Bonds Debt Service	36,132.38	36,132.38	433,778.75	8.33%	37,267.25	37,267.25	394,162.50	9.45%
379	2004C Bond Debt Service	30,111.38	30,111.38	361,330.00	8.33%	26,552.63	26,552.63	329,500.00	8.06%
380	2008A Bonds Debt Service	14,858.68	14,858.68	178,291.45	8.33%	0.00	0.00	162,719.50	0.00%
381	ESP Projects Debt Service	50,465.09	50,465.09	605,599.74	8.33%	135,340.85	135,340.85	551,363.40	24.55%
400	911 Emergency Telephone	58,572.35	58,572.35	610,080.00	9.60%	45,027.97	45,027.97	797,121.03	5.65%
406	Inmate Security Fund	59.00	59.00	810.00	7.28%	0.00	0.00	0.00	0.00%
600	Transportation Trust	169,107.82	169,107.82	1,340,650.00	12.61%	5,558.66	5,558.66	849,675.00	0.65%
601	Street Improvement	33,074.20	33,074.20	415,500.00	7.96%	6,824.99	6,824.99	675,275.00	1.01%
903	Ameren MO Solar Rebates	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%

# City of Moberly Budget Comparison Report - July 2021

#10.

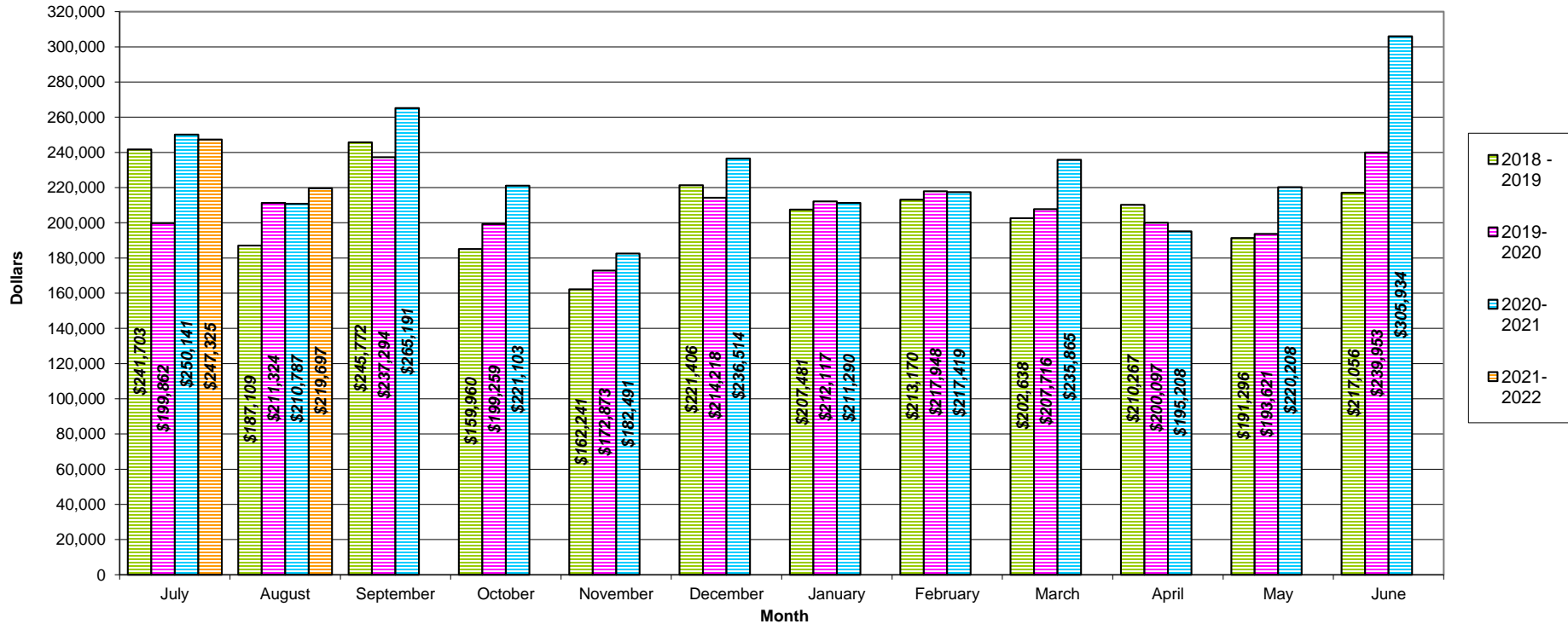
		Percentage of Year Completed								8.33%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
904	Hometown Strong Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
905	Retail Consulting Fund	0.83	0.83	0.00	0.00%	0.00	0.00	0.00	0.00%	
908	Railcar Preservation Fund	0.04	0.04	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	3,820.57	3,820.57	23,075.00	16.56%	0.00	0.00	40,000.00	0.00%	
911	Downtown CID Sales Tax	6,775.19	6,775.19	55,530.00	12.20%	0.00	0.00	51,800.00	0.00%	
912	Downtown CID Property Tax	4,063.53	4,063.53	215,250.00	1.89%	37,848.59	37,848.59	214,810.00	17.62%	
914	Downtown NID Cost of Issuance	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
915	Downtown NID Street Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
916	Downtown NID Sewer Projects	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
918	Downtown NID Debt Service	11,821.75	11,821.75	142,010.00	8.32%	0.00	0.00	128,914.60	0.00%	
995	Health Trust	112,522.36	112,522.36	0.00	0.00%	115,430.78	115,430.78	0.00	0.00%	
<b>TOTALS</b>		<b>2,805,114.06</b>	<b>2,805,114.06</b>	<b>42,864,669.04</b>	<b>6.54%</b>	<b>2,491,939.06</b>	<b>2,491,939.06</b>	<b>42,626,079.39</b>	<b>5.85%</b>	

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

#10.

	2018 - 2019				2019-2020				2020-2021				2021-2022			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.73%	\$241,703	-5.45%	-5.45%	7.97%	\$199,862	-17.31%	-17.31%	9.09%	\$250,141	25.16%	25.16%	52.96%	\$247,325	-1.13%	-1.13%
August	7.53%	\$187,109	21.72%	4.75%	8.43%	\$211,324	12.94%	-4.11%	7.66%	\$210,787	-0.25%	12.10%	47.04%	\$219,697	4.23%	1.32%
September	9.89%	\$245,772	7.02%	5.57%	9.47%	\$237,294	-3.45%	-3.87%	9.64%	\$265,191	11.76%	11.97%	0.00%		-100.00%	
October	7.45%	\$185,111	-8.96%	2.06%	7.95%	\$199,259	7.64%	-1.39%	8.03%	\$221,103	10.96%	11.73%	0.00%		-100.00%	
November	6.53%	\$162,241	34.26%	6.10%	6.90%	\$172,873	6.55%	-0.13%	6.63%	\$182,491	5.56%	10.69%	0.00%		-100.00%	
December	8.91%	\$221,406	-23.98%	-0.88%	8.55%	\$214,218	-3.25%	-0.68%	8.59%	\$236,514	10.41%	10.64%	0.00%		-100.00%	
January	8.35%	\$207,481	18.27%	1.47%	8.46%	\$212,117	2.23%	-0.27%	7.68%	\$211,290	-0.39%	9.02%	0.00%		-100.00%	
February	8.58%	\$213,170	3.32%	1.70%	8.70%	\$217,948	2.24%	0.05%	7.90%	\$217,419	-0.24%	7.81%	0.00%		-100.00%	
March	8.15%	\$202,638	-2.26%	1.25%	8.29%	\$207,716	2.51%	0.32%	8.57%	\$235,865	13.55%	8.45%	0.00%		-100.00%	
April	8.46%	\$210,267	0.72%	1.20%	7.98%	\$200,097	-4.84%	-0.20%	7.09%	\$195,208	-2.44%	7.40%	0.00%		-100.00%	
May	7.70%	\$191,296	13.53%	2.14%	7.73%	\$193,621	1.22%	-0.08%	8.00%	\$220,208	13.73%	7.94%	0.00%		-100.00%	
June	8.73%	\$217,056	-4.78%	1.49%	9.57%	\$239,953	10.55%	0.85%	11.12%	\$305,934	27.50%	9.81%	0.00%		-100.00%	
<b>Total</b>	<b>100.00%</b>	<b>\$2,485,248</b>			<b>100.00%</b>	<b>\$2,506,282</b>			<b>100.00%</b>	<b>\$2,752,151</b>			<b>100.00%</b>	<b>\$467,022</b>		

**Annual Comparison by Month**



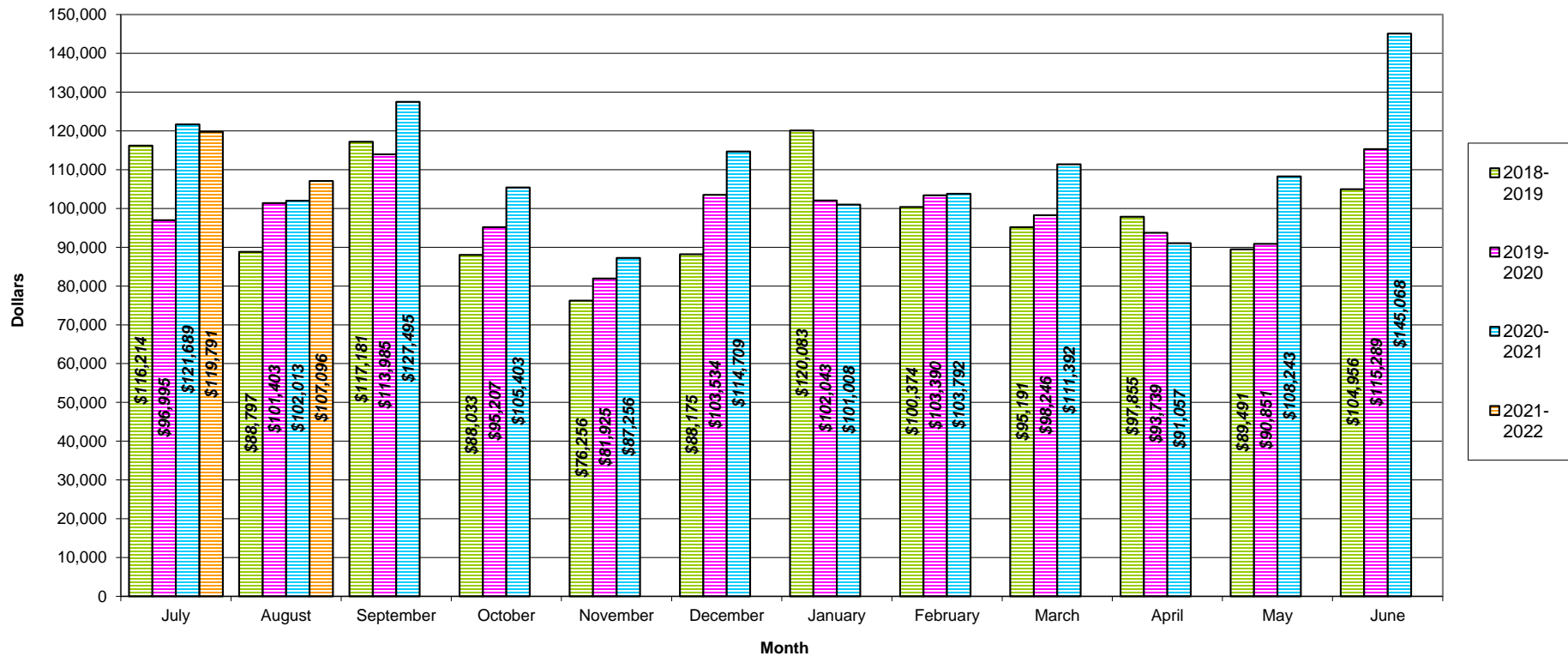


**City of Moberly**  
**One-Half Percent (1/2%) Parks Fund Sales Tax Analysis**

#10.

	2018-2019				2019-2020				2020-2021				2021-2022			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	52.80%	\$119,791	-1.56%	-1.56%
August	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	47.20%	\$107,096	4.98%	1.42%
September	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	0.00%		-100.00%	
October	7.44%	\$88,033	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	0.00%		-100.00%	
November	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	0.00%		-100.00%	
December	7.46%	\$88,175	-37.56%	-4.70%	8.65%	\$103,534	17.42%	3.20%	8.70%	\$114,709	10.79%	11.05%	0.00%		-100.00%	
January	10.15%	\$120,083	46.93%	1.46%	8.53%	\$102,043	-15.02%	0.05%	7.66%	\$101,008	-1.01%	9.28%	0.00%		-100.00%	
February	8.49%	\$100,374	2.44%	1.58%	8.64%	\$103,390	3.00%	0.42%	7.87%	\$103,792	0.39%	8.13%	0.00%		-100.00%	
March	8.05%	\$95,191	-7.45%	0.53%	8.21%	\$98,246	3.21%	0.72%	8.44%	\$111,392	13.38%	8.70%	0.00%		-100.00%	
April	8.27%	\$97,855	5.53%	1.01%	7.83%	\$93,739	-4.21%	0.23%	6.90%	\$91,057	-2.86%	7.61%	0.00%		-100.00%	
May	7.57%	\$89,491	13.37%	1.93%	7.59%	\$90,851	1.52%	0.34%	8.21%	\$108,243	19.14%	8.58%	0.00%		-100.00%	
June	8.87%	\$104,956	-4.21%	1.35%	9.63%	\$115,289	9.85%	1.18%	11.00%	\$145,068	25.83%	10.24%	0.00%		-100.00%	
<b>Total</b>	<b>100.00%</b>	<b>\$1,182,605</b>			<b>100.00%</b>	<b>\$1,196,607</b>			<b>100.00%</b>	<b>\$1,319,125</b>			<b>100.00%</b>	<b>\$226,888</b>		

**Annual Comparison by Month**



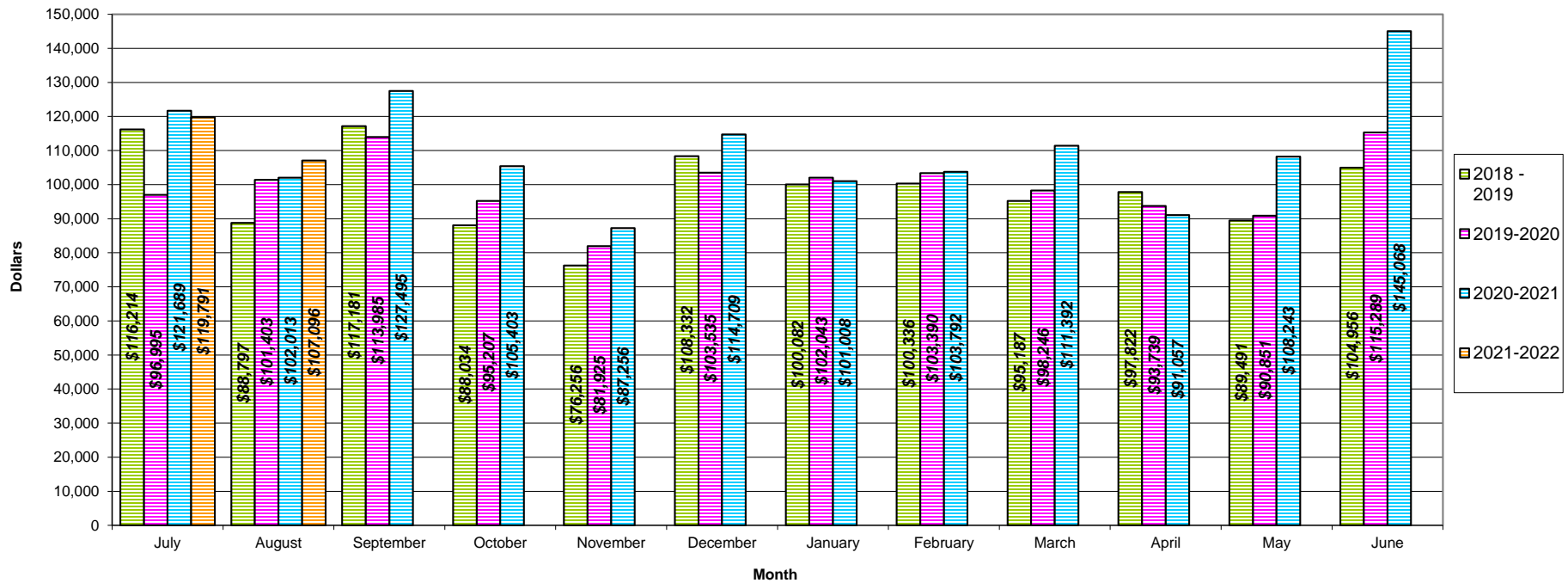


**City of Moberly**  
**One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis**

#10.

	2018 - 2019				2019-2020				2020-2021				2021-2022			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.83%	\$116,214	-4.54%	-4.54%	8.11%	\$96,995	-16.54%	-16.54%	9.23%	\$121,689	25.46%	25.46%	52.80%	\$119,791	-1.56%	-1.56%
August	7.51%	\$88,797	15.53%	3.22%	8.47%	\$101,403	14.20%	-3.23%	7.73%	\$102,013	0.60%	12.75%	47.20%	\$107,096	4.98%	1.42%
September	9.91%	\$117,181	10.81%	5.86%	9.53%	\$113,985	-2.73%	-3.04%	9.67%	\$127,495	11.85%	12.42%	0.00%		-100.00%	0.00%
October	7.44%	\$88,034	-9.24%	2.21%	7.96%	\$95,207	8.15%	-0.64%	7.99%	\$105,403	10.71%	12.02%	0.00%		-100.00%	-100.00%
November	6.45%	\$76,256	26.13%	5.34%	6.85%	\$81,925	7.43%	0.62%	6.61%	\$87,256	6.51%	11.10%	0.00%		-100.00%	-100.00%
December	9.16%	\$108,332	-23.29%	-1.36%	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,709	10.79%	11.05%	0.00%		-100.00%	-100.00%
January	8.46%	\$100,082	22.45%	1.48%	8.53%	\$102,043	1.96%	0.03%	7.66%	\$101,008	-1.01%	9.28%	0.00%		-100.00%	-100.00%
February	8.48%	\$100,336	2.40%	1.60%	8.64%	\$103,390	3.04%	0.41%	7.87%	\$103,792	0.39%	8.13%	0.00%		-100.00%	-100.00%
March	8.05%	\$95,187	-7.45%	0.55%	8.21%	\$98,246	3.21%	0.71%	8.44%	\$111,392	13.38%	8.70%	0.00%		-100.00%	-100.00%
April	8.27%	\$97,822	5.49%	1.01%	7.83%	\$93,739	-4.17%	0.23%	6.90%	\$91,057	-2.86%	7.61%	0.00%		-100.00%	-100.00%
May	7.57%	\$89,491	13.37%	1.94%	7.59%	\$90,851	1.52%	0.33%	8.21%	\$108,243	19.14%	8.58%	0.00%		-100.00%	-100.00%
June	8.87%	\$104,956	-4.21%	1.36%	9.63%	\$115,289	9.85%	1.18%	11.00%	\$145,068	25.83%	10.24%	0.00%		-100.00%	-100.00%
<b>Total</b>	<b>100.00%</b>	<b>\$1,182,688</b>			<b>100.00%</b>	<b>\$1,196,609</b>			<b>100.00%</b>	<b>\$1,319,126</b>			<b>100.00%</b>	<b>\$226,888</b>		

**Annual Comparison by Month**

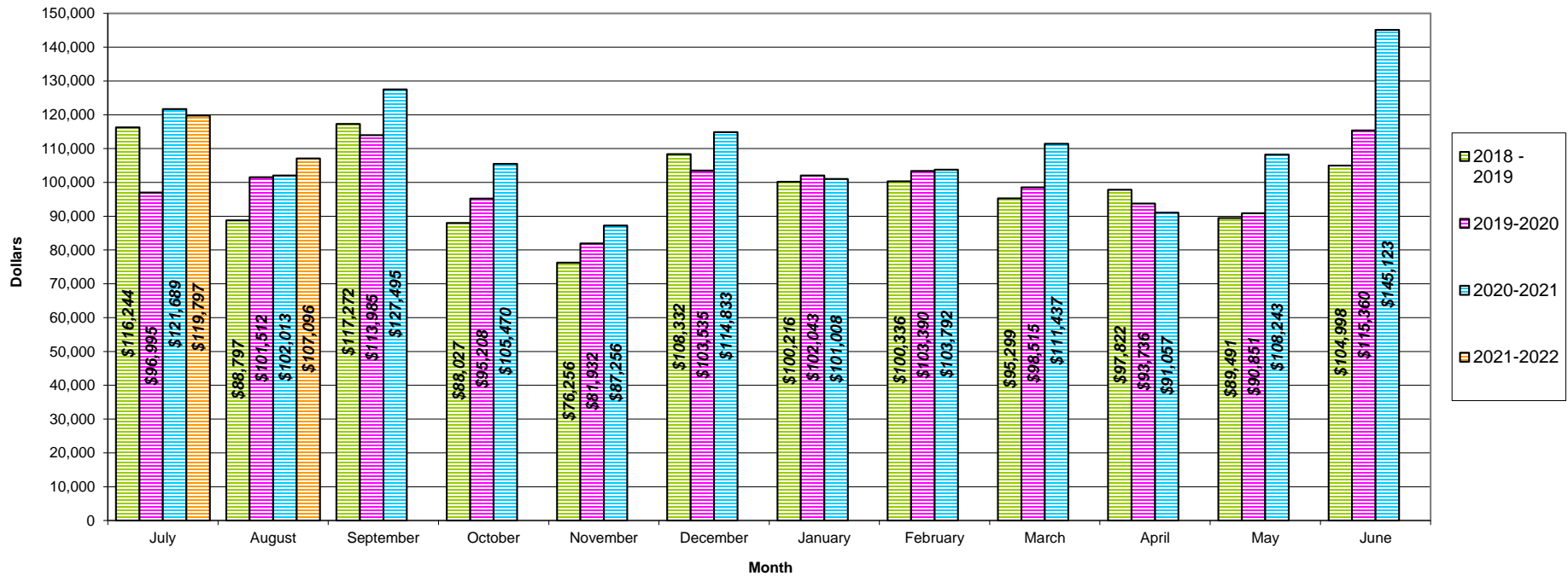


**City of Moberly**  
**One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis**

#10.

	2018 - 2019				2019-2020				2020-2021				2021-2022			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	9.83%	\$116,244	-4.52%	-4.52%	8.10%	\$96,995	-16.56%	-16.56%	9.22%	\$121,689	25.46%	25.46%	52.80%	\$119,797	-1.55%	-1.55%
August	7.51%	\$88,797	15.53%	3.24%	8.48%	\$101,512	14.32%	-3.19%	7.73%	\$102,013	0.49%	12.69%	47.20%	\$107,096	4.98%	1.43%
September	9.91%	\$117,272	10.87%	5.89%	9.52%	\$113,985	-2.80%	-3.05%	9.66%	\$127,495	11.85%	12.39%	0.00%		-100.00%	
October	7.44%	\$88,027	-9.27%	2.22%	7.95%	\$95,208	8.16%	-0.64%	7.99%	\$105,470	10.78%	12.01%	0.00%		-100.00%	
November	6.45%	\$76,256	26.13%	5.35%	6.84%	\$81,932	7.44%	0.62%	6.61%	\$87,256	6.50%	11.09%	0.00%		-100.00%	
December	9.16%	\$108,332	-23.29%	-1.35%	8.65%	\$103,535	-4.43%	-0.30%	8.70%	\$114,833	10.91%	11.06%	0.00%		-100.00%	
January	8.47%	\$100,216	22.56%	1.50%	8.52%	\$102,043	1.82%	0.01%	7.66%	\$101,008	-1.01%	9.29%	0.00%		-100.00%	
February	8.48%	\$100,336	2.40%	1.62%	8.64%	\$103,390	3.04%	0.39%	7.87%	\$103,792	0.39%	8.13%	0.00%		-100.00%	
March	8.06%	\$95,299	-7.36%	0.57%	8.23%	\$98,515	3.37%	0.71%	8.45%	\$111,437	13.12%	8.68%	0.00%		-100.00%	
April	8.27%	\$97,822	5.49%	1.04%	7.83%	\$93,736	-4.18%	0.23%	6.90%	\$91,057	-2.86%	7.59%	0.00%		-100.00%	
May	7.56%	\$89,491	13.37%	1.96%	7.59%	\$90,851	1.52%	0.33%	8.20%	\$108,243	19.14%	8.56%	0.00%		-100.00%	
June	8.87%	\$104,998	-4.17%	1.38%	9.64%	\$115,360	9.87%	1.18%	11.00%	\$145,123	25.80%	10.22%	0.00%		-100.00%	
<b>Total</b>	<b>100.00%</b>	<b>\$1,183,089</b>			<b>100.00%</b>	<b>\$1,197,062</b>			<b>100.00%</b>	<b>\$1,319,415</b>			<b>100.00%</b>	<b>\$226,894</b>		

**Annual Comparison by Month**

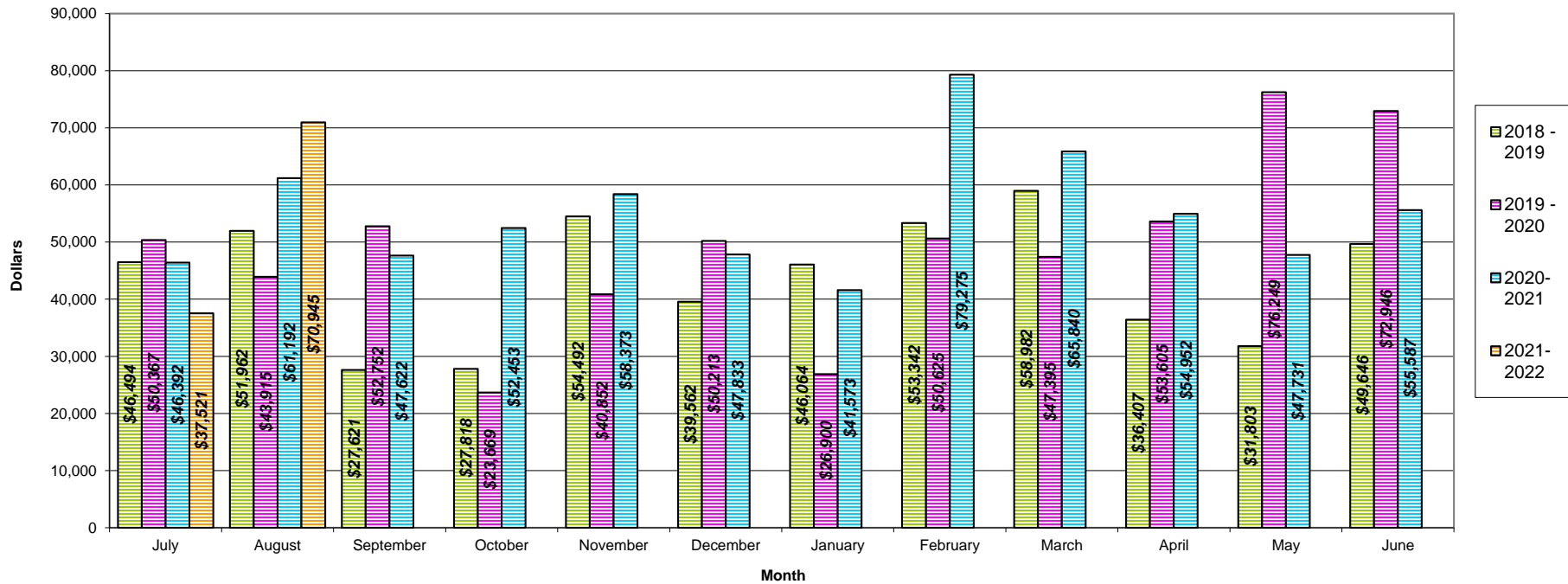


**City of Moberly**  
**Two & One-Half Percent (2-1/2%) Use Tax Analysis**

#10.

	2018 - 2019				2019 - 2020				2020-2021				2021-2022			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	8.87%	\$46,494	33.98%	33.98%	8.54%	\$50,367	8.33%	8.33%	7.04%	\$46,392	-7.89%	-7.89%	34.59%	\$37,521	-19.12%	-19.12%
August	9.91%	\$51,962	76.73%	53.59%	7.45%	\$43,915	-15.49%	-4.24%	9.29%	\$61,192	39.34%	14.11%	65.41%	\$70,945	15.94%	0.82%
September	5.27%	\$27,621	-60.92%	-6.46%	8.95%	\$52,752	90.99%	16.62%	7.23%	\$47,622	-9.73%	5.56%	0.00%		-100.00%	
October	5.31%	\$27,818	99.55%	3.47%	4.02%	\$23,669	-14.91%	10.92%	7.96%	\$52,453	121.61%	21.65%	0.00%		-100.00%	
November	10.40%	\$54,492	99.30%	18.35%	6.93%	\$40,852	-25.03%	1.52%	8.86%	\$58,373	42.89%	25.75%	0.00%		-100.00%	
December	7.55%	\$39,562	-9.57%	12.80%	8.52%	\$50,213	26.92%	5.57%	7.26%	\$47,833	-4.74%	19.90%	0.00%		-100.00%	
January	8.79%	\$46,064	17.37%	13.49%	4.56%	\$26,900	-41.60%	-1.82%	6.31%	\$41,573	54.55%	23.13%	0.00%		-100.00%	
February	10.18%	\$53,342	-37.08%	1.02%	8.59%	\$50,625	-5.09%	-2.32%	12.03%	\$79,275	56.59%	28.12%	0.00%		-100.00%	
March	11.25%	\$58,982	0.52%	0.95%	8.04%	\$47,395	-19.65%	-4.84%	9.99%	\$65,840	38.92%	29.45%	0.00%		-100.00%	
April	6.95%	\$36,407	6.51%	1.38%	9.09%	\$53,605	47.24%	-0.55%	8.34%	\$54,952	2.51%	26.17%	0.00%		-100.00%	
May	6.07%	\$31,803	-17.39%	-0.14%	12.93%	\$76,249	139.75%	8.85%	7.24%	\$47,731	-37.40%	16.78%	0.00%		-100.00%	
June	9.47%	\$49,646	4.21%	0.26%	12.37%	\$72,946	46.93%	12.46%	8.44%	\$55,587	-23.80%	11.76%	0.00%		-100.00%	
<b>Total</b>	<b>100.00%</b>	<b>\$524,193</b>			<b>100.00%</b>	<b>\$589,488</b>			<b>100.00%</b>	<b>\$658,823</b>			<b>100.00%</b>	<b>\$108,466</b>		

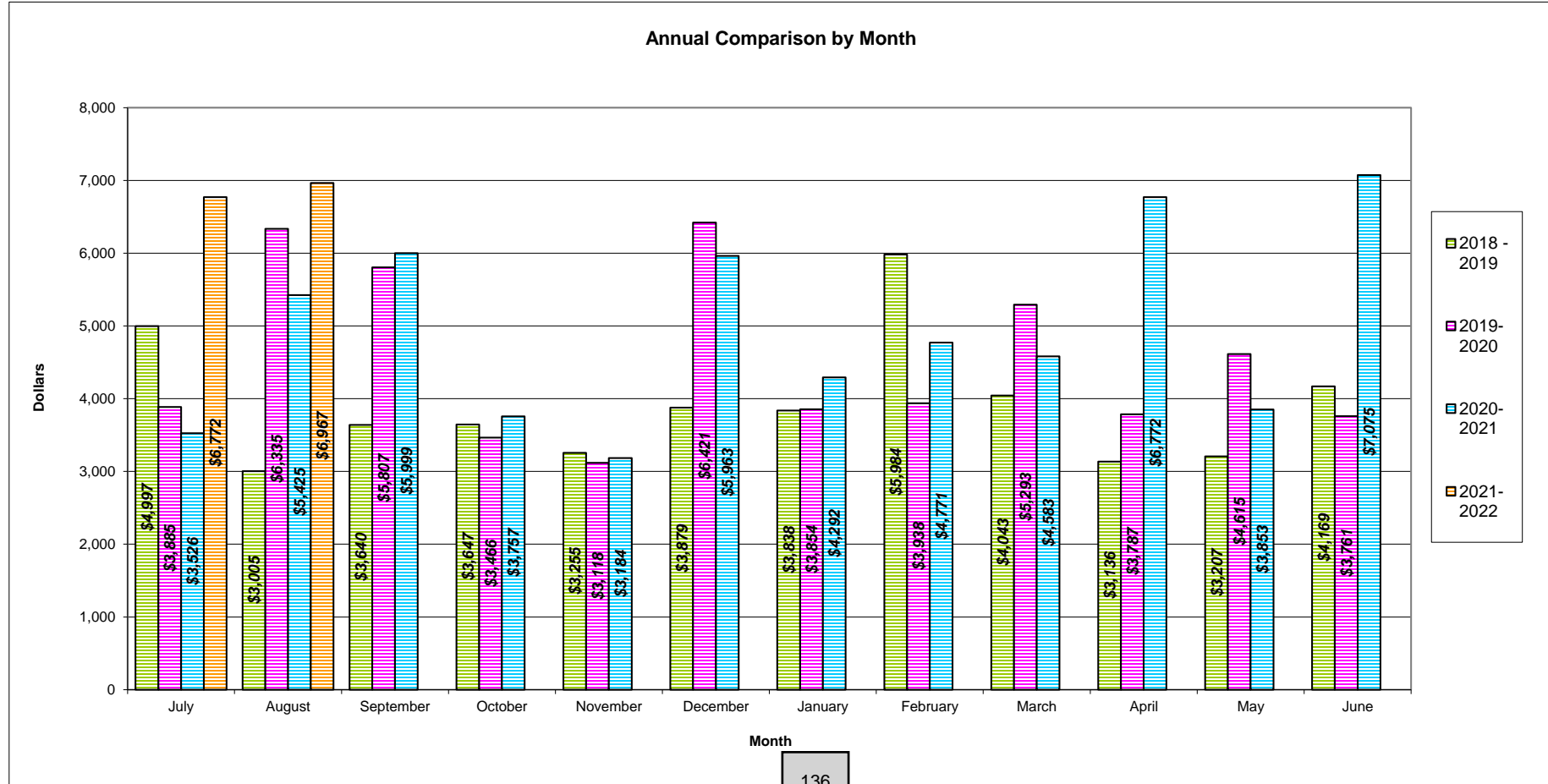
**Annual Comparison by Month**



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

#10.

	2018 - 2019				2019-2020				2020-2021				2021-2022			
			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	10.68%	\$4,997	NA	NA	7.16%	\$3,885	-22.25%	-22.25%	5.96%	\$3,526	-9.24%	-9.24%	49.29%	\$6,772	92.03%	92.03%
August	6.42%	\$3,005	NA	NA	11.67%	\$6,335	110.82%	27.72%	9.16%	\$5,425	-14.37%	-12.42%	50.71%	\$6,967	28.42%	53.48%
September	7.78%	\$3,640	NA	NA	10.70%	\$5,807	59.53%	37.67%	10.13%	\$5,999	3.32%	-6.72%	0.00%		-100.00%	
October	7.79%	\$3,647	NA	NA	6.39%	\$3,466	-4.97%	27.50%	6.35%	\$3,757	8.39%	-4.03%	0.00%		-100.00%	
November	6.96%	\$3,255	NA	NA	5.75%	\$3,118	-4.21%	21.93%	5.38%	\$3,184	2.09%	-3.19%	0.00%		-100.00%	
December	8.29%	\$3,879	20.72%	20.72%	11.83%	\$6,421	65.55%	29.48%	10.07%	\$5,963	-7.14%	-4.06%	0.00%		-100.00%	
January	8.20%	\$3,838	18.14%	19.42%	7.10%	\$3,854	0.40%	25.23%	7.25%	\$4,292	11.36%	-2.25%	0.00%		-100.00%	
February	12.79%	\$5,984	3.69%	12.00%	7.26%	\$3,938	-34.19%	14.20%	8.06%	\$4,771	21.14%	0.25%	0.00%		-100.00%	
March	8.64%	\$4,043	-8.74%	6.48%	9.75%	\$5,293	30.90%	16.06%	7.74%	\$4,583	-13.42%	-1.47%	0.00%		-100.00%	
April	6.70%	\$3,136	19.03%	8.20%	6.98%	\$3,787	20.74%	16.44%	11.44%	\$6,772	78.83%	5.15%	0.00%		-100.00%	
May	6.85%	\$3,207	23.58%	10.02%	8.50%	\$4,615	43.88%	18.50%	6.51%	\$3,853	-16.50%	3.18%	0.00%		-100.00%	
June	8.91%	\$4,169	-22.83%	3.52%	6.93%	\$3,761	-9.77%	15.98%	11.95%	\$7,075	88.10%	9.06%	0.00%		-100.00%	
<b>Total</b>	<b>100.00%</b>	<b>\$46,801</b>			<b>100.00%</b>	<b>\$54,280</b>			<b>100.00%</b>	<b>\$59,199</b>			<b>100.00%</b>	<b>\$13,738</b>		



**City of Moberly Health Plan Trust**  
**Comparative Profit & Loss Statement**  
**July 2021**

<u>Income</u>	<u>July 2021</u>	<u>July 2020</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	0.00	0.00	0.00	0.00%
4901 Interest Income	6.37	27.61	(21.24)	-76.93%
4950 Employer Contributions	111,965.99	114,997.85	(3,031.86)	-2.64%
4951 Employee Contributions	0.00	0.00	0.00	0.00%
4952 Employee Cobra Payments	0.00	203.13	(203.13)	-100.00%
4953 Reinsurance Refunds	0.00	0.00	0.00	0.00%
4954 Employee Buy-up Premiums	<u>550.00</u>	<u>0.00</u>	<u>550.00</u>	<u>0.00%</u>
Total Income	112,522.36	115,228.59	(2,706.23)	-2.35%
 <u>Expenditures</u>				
5406 Contracted Services	0.00	0.00	0.00	100.00%
5806 Miscellaneous	64.00	0.00	64.00	100.00%
5817 Bank Fees	0.00	0.00	0.00	100.00%
5850 Health Claims Paid	47,821.88	48,592.10	(770.22)	-1.59%
5851 Pharmaceuticals	17,104.37	35,189.00	(18,084.63)	-51.39%
5852 Reinsurance Premiums	30,816.92	29,616.84	1,200.08	4.05%
5853 Life Insurance Premiums	1,972.78	2,015.37	(42.59)	-2.11%
5854 Medical Claims Admin Fees	6,259.44	1,761.13	4,498.31	255.42%
5855 Dental Claims Admin Fees	432.25	448.50	(16.25)	-3.62%
5856 Air Ambulance Memberships	6,300.00	0.00	6,300.00	100.00%
5857 Dental Claims Paid	4,594.14	7,635.06	(3,040.92)	-39.83%
5858 HSA Account Fees	<u>65.00</u>	<u>0.00</u>	<u>65.00</u>	<u>100.00%</u>
Total Expenditures	<u>115,430.78</u>	<u>125,258.00</u>	<u>(9,827.22)</u>	<u>-7.85%</u>
 <b>Net Income (Loss)</b>	 <b><u>(2,908.42)</u></b>	 <b><u>(10,029.41)</u></b>	 <b><u>7,120.99</u></b>	 <b><u>-71.00%</u></b>

**City of Moberly Health Plan Trust**  
**Comparative Balance Sheet**  
**July 31, 2021**

<u>ASSETS</u>	<u>July 31, 2021</u>	<u>July 31, 2020</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000    Cash	<u>516,952.83</u>	<u>350,783.18</u>	<u>166,169.65</u>	<u>47.37%</u>
Total Current Assets	<u>516,952.83</u>	<u>350,783.18</u>	<u>166,169.65</u>	<u>47.37%</u>
Other Assets				
1300    Investments	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
Total Other Assets	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00%</u>
<b>TOTAL ASSETS</b>	<b><u>516,952.83</u></b>	<b><u>350,783.18</u></b>	<b><u>166,169.65</u></b>	<b><u>47.37%</u></b>
<u>LIABILITIES &amp; EQUITY</u>				
Equity				
3000    Unreserved Fund Balance	<u>519,861.25</u>	<u>360,812.59</u>	<u>159,048.66</u>	<u>44.08%</u>
Net Income (Loss)	<u>(2,908.42)</u>	<u>(10,029.41)</u>	<u>7,120.99</u>	<u>-71.00%</u>
Total Equity	<u>516,952.83</u>	<u>350,783.18</u>	<u>166,169.65</u>	<u>47.37%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>516,952.83</u></b>	<b><u>350,783.18</u></b>	<b><u>166,169.65</u></b>	<b><u>47.37%</u></b>

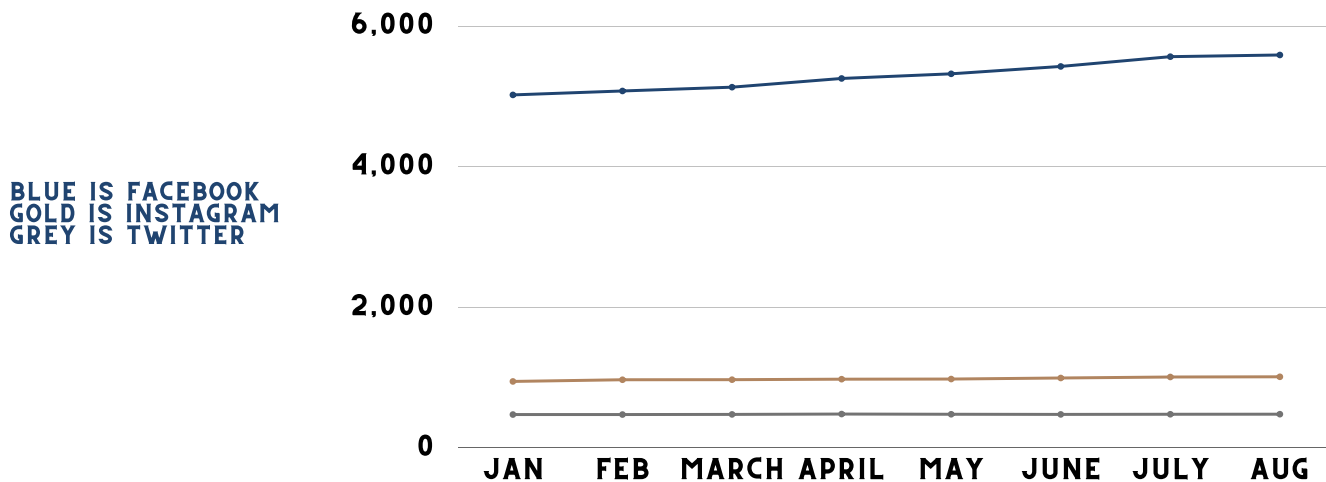


# AUGUST REPORT

## 2021

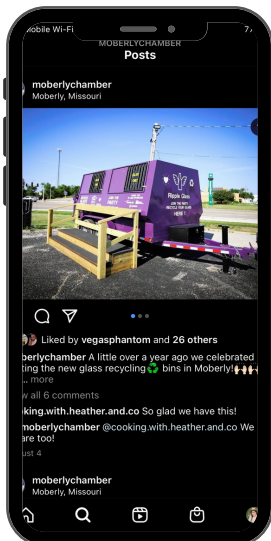
## SOCIAL MEDIA STATS

### LIKES/FOLLOWS



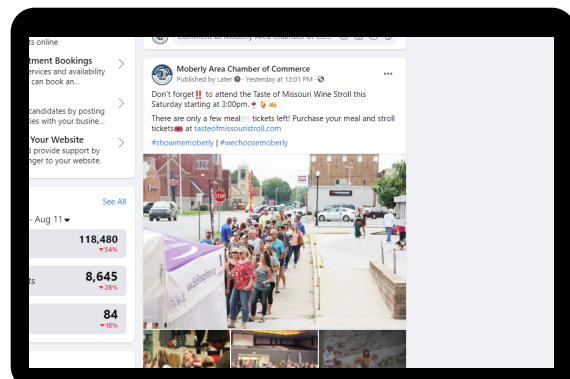
### TOP POSTS FOR AUGUST

**Glass Recycling**  
27 likes



**Wine Stroll**

6,624 people reached & 33 shares



- Ads are still in progress for this month
- Finalizing Quarter 4 Reimbursement to the Missouri Division of Tourism
- Submitted August ads to MDT
- Starting working on fall commercial

## 2021 AD SPEND

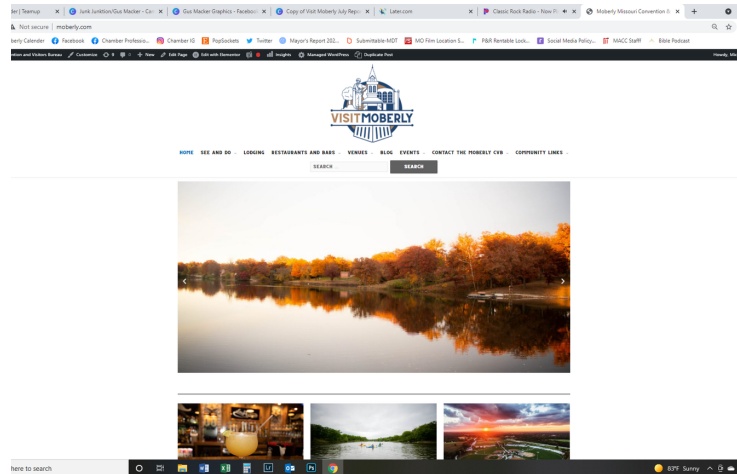
Media	2019	2020	2021
Digital	\$10,644.12	\$8,530.54	\$5,549.00
Show me strong digital	0	\$2,989.99	
print	\$800.00	\$1,200.00	\$1,200.00
Radio	0	\$4,998.00	
SEM	\$1,332.93	\$3,465.62	\$1,422.01
Billboard	0	\$2,000.00	
Commercials			\$7,224.00
Total:	\$12,777.05	\$23,184.15	\$15,375.01



# OWNED COMMUNICATION ASSETS

#10.

	Jan	Feb	March	April	May	June	July
<b>Website Views</b>	<b>1,724</b>	<b>1,240</b>	<b>3,462</b>	<b>5,529</b>	<b>4,041</b>	<b>4,920</b>	<b>3,011</b>



- Updated tourism website to reflect updates/changes
- Continued adding 2021 events to the community calendar
- Created graphics, videos and all other social media posts

# CAMPGROUND STAYS

Report is one month behind due to ongoing rentals for the current month.

	Jan	Feb	March	April	May	June	July
<b>Daily Rentals</b>	<b>22</b>	<b>37</b>	<b>72</b>	<b>120</b>	<b>111</b>	<b>190</b>	<b>150</b>
<b>Monthly Rentals</b>	<b>11</b>	<b>11</b>	<b>11</b>	<b>8</b>	<b>10</b>	<b>8</b>	<b>11</b>
<b>Tent Stays</b>					<b>16</b>	<b>23</b>	<b>21</b>
<b>Total:</b>	<b>33</b>	<b>48</b>	<b>83</b>	<b>128</b>	<b>121</b>	<b>223</b>	<b>182</b>

# ADDITIONAL ITEMS

#10.



- Attended Randolph County Bicentennial Event
- Attended Fennel building Marketing Meeting with McClure
- Starting working on FY21 Final Report
- Presented on tourism to the Moberly School District new teachers
- Prepped bags for Archery Tournament

## PLANNED ACTIVITIES



- Data from tourism survey is currently being analyzed
- We have had several meetings with MACC & CCCB about Gus Macker partnerships
- We are less than two months out for Gus Macker and Junk Junktion and have been finalizing plans for this event. We have 100 vendors for Junk Junktion and are currently full.

## MONTHLY BILLING

Item # Description	Jan	Feb	March	April	May	June	July	August
102.000.521: Advertising	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
102.000.540: Contract Labor	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
102.000.541: Administrative Fees	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583
102.000.550: Consultant Contract	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417
Total:	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083	\$7,083

# City of Moberly

## City Council Agenda Summary

Agenda Number: #11.  
Department: City Clerk  
Date: August 16, 2021

**Agenda Item:** Appointment to the Moberly, Missouri Public Building Corporation.

**Summary:** John Meystrik's term expires October 1, 2021. He has indicated that he wants to be re-appointed (See attached).

**Recommended Action:** Re-appoint John Meystrik to the Moberly, Missouri Public Building Corporation.

**Fund Name:** N/A

**Account Number:** N/A

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

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Role Call

**Aye** **Nay**

### Mayor

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Davis** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

Passed Failed

My term for the Moberly, Missouri, Public Building Corporation expires this year. I wish to be reappointed to the Moberly, Missouri, Public Building Corporation Board.

Thank you,



John Meystrik

07/19/2021

Date

# City of Moberly

## City Council Agenda Summary

Agenda Number: #12.  
 Department: Comm. Dev.  
 Date: August 16, 2021

**Agenda Item:** Discussion of a Petition from Country Villa Apartments.

**Summary:** The City of Moberly received the attached petition from Country Villa's apartments which is immediately NE of the Moose Lodge and property. The Moose have held Mud runs at the property before, but have recently set up a dirt track for car racing. The resulting track takes the cars within 50' of the adjacent housing with no buffers or barriers. Per the zoning that the Moose lodge is located, they would be required to get a conditional use permit through P&Z for outdoor activities, and they have not done that. City Staff have notified members of the Moose board that they cannot have any further outdoor events like this in the future without first getting a conditional use through P&Z. All adjacent property owners would be notified of that process and be allowed to speak. Clearly, this type of activity would likely not be approved, and if it was there would have to be dust control, buffers/safety barriers, limited hours, etc. That will be up to P&Z, but City Staff are confident that the close proximity of residential and the attached petition will prevent approval of a conditional use for this type of event in the future.

The Moose Lodge currently have another event scheduled for later in August. The Police department is aware that they do not have a permit or approval for this, and City Staff will reach back out to the Moose Lodge association with a formal letter letting them know that any future outdoor activity like this is not permitted and would be shut down

**Recommended**

**Action:** Informational only

**Fund Name:** N/A

**Account Number:** N/A

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

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

# Country Villas Apartments

2251 Silva Lane

Moberly, MO 65270

660-269-8226

[country.villas@chm-inc.org](mailto:country.villas@chm-inc.org)

660-269-8227

August 10, 2021

Moberly City Council

101 West Reed Street

Moberly, MO 65270

We the undersigned tenants of Country Villa Apartments respectfully request that you consider our position against the races being held at the Moose Lodge in Moberly.

This is a 55 plus community and we expect in a residential area there will be a reasonable level of quiet in the neighborhood. The practices and races were held for three plus days and nights, sometimes from 8:30 a.m. to 9:00 p.m.

The three complaints are as follows-

Noise level was very high, the noise inside the apartments was so high that the tenants could not enjoy their television programs and certainly could not sleep. They could not have windows and doors open and could not enjoy their porches and patios.

Dust level was unhealthy. Cars, apartments, porches, and patios were covered with almost a quarter inch of dust which had to be cleaned from all surfaces, many of the residents are on oxygen and can not clean that amount of dust from their porches. We are not sure about the condition of the A/C units but anticipate they will need a thorough cleaning of the inside.

Most important, the cars were only 43 feet away from the apartments and were making corner turns at very fast speeds, one car turned over during the race and any of the drivers could have lost control and gone through the temporary fence, endangering our tenants and apartments.

Thank you for your attention to this matter. I can be reached by email or phone as listed above.

  
Linda Truesdell, Site Manager



Petitioners Names

Howard Glasgow

Howard Glasgow

Alyse Grant

Alyse Grant

Barbara Robinson

Barbara Robinson

Fran Richardson

Fran Richardson

Patsy Benn

Patsy Benn

Vaona Kahler

Vaona Kahler

Velma Casady

Velma Casady

Graves Sandford

Graves Sandford

Zandra Sandford

Zandra Sandford

Myrt Prewitt

Myrt Prewitt

Carol Andreae

Carol Andreae

Roberta Kellison

Roberta Kellison

Roberta Kraft

Roberta Kraft

Nellie Jones

Nellie Jones

Donna Langdon

Karen Cruse

Karen Cruse

Alberta Wilson

Alberta Wilson

Jane Albin

Jane Albin

Gary Walker

Gary Walker

Pat Walker

Patricia Walker

Lois Peterson

Lois Peterson

Patricia Logan

Patricia Logan

Vickie Ancell

Vickie Ancell

Margaret Wilson

Margaret Wilson

Nancy Erisman

Nancy Erisman  
Jodi Asbury

Jodona Asbury

Roy Acton

Bonnie Acton

Judy Roslien

Helga Logsdon

Helga Logsdon

Roger Steng

Hannah Steng

Mayme Williams

Mayme Williams

Sharon Sanders

Sharon Sanders

Margaret Yancey

Margaret Yancey

Larry Saine

Larry Saine

Susan Saine

Susan Saine

Debra Procopio

Debra Procopio

Peggy Lucas

Peggy Lucas

J Lucas

J Lucas

Sheryl Griffin

Sheryl Griffin

Luvada Dilts

Luvada Dilts

Karen Lilly

Karen Lilly

Linda Elliott

Linda Elliott

Brenda Spurling

Brenda Spurling

Randy Harris

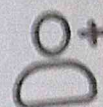
Randy Harris



Robbie White • 10h • 🌐

**Robbie White**

10h • 🌐



This is the next race at the Moberly  
Moose

Wayne A Cook Mark Bryceson

Jonathan Bruner Mason Sickler

Austin Brocksmith Rosey Roberts

Nicholas Cook

MOBERLY MOOSE PRESENTS

**BUDGET RACING**

Event Registration  
\$8 per person or \$15 per  
team  
Bring your own  
driver's license  
and cash to the event

Driver sign up 8:30-9:30am

4 cylinder 2wd stock cars

Top 3 class payout

Top 4 winners can buy any car for \$600

Driver + 1 passenger \$35

additional riders \$5

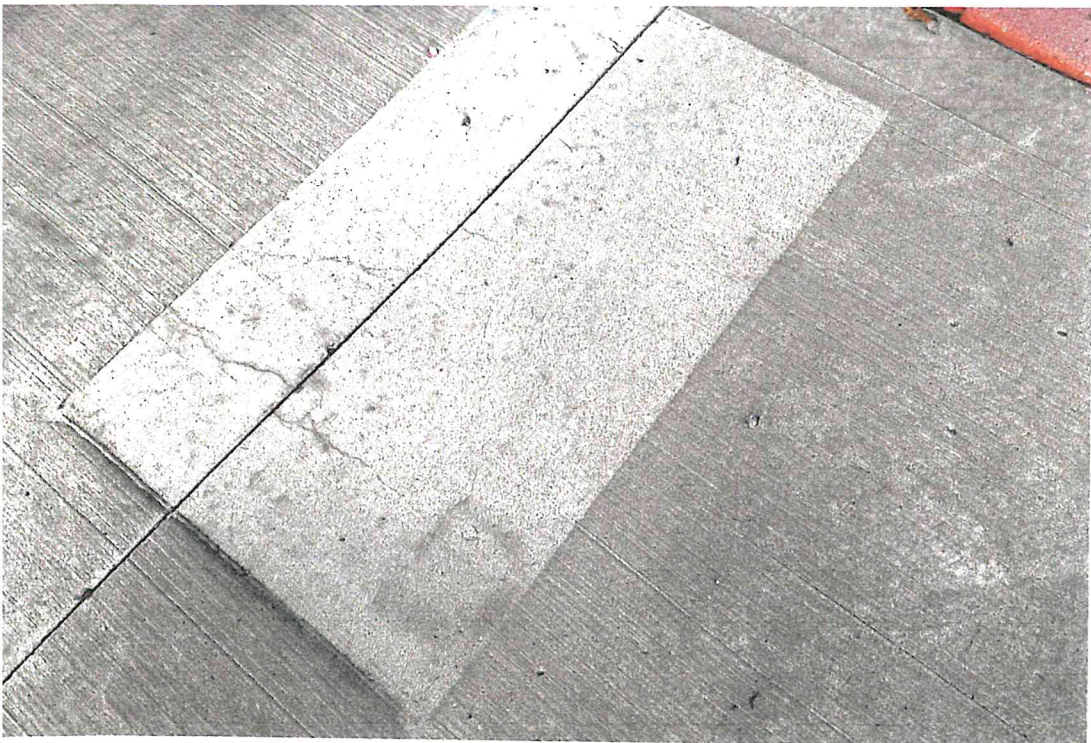
Double Elimination

August 28 2021 Race starts @

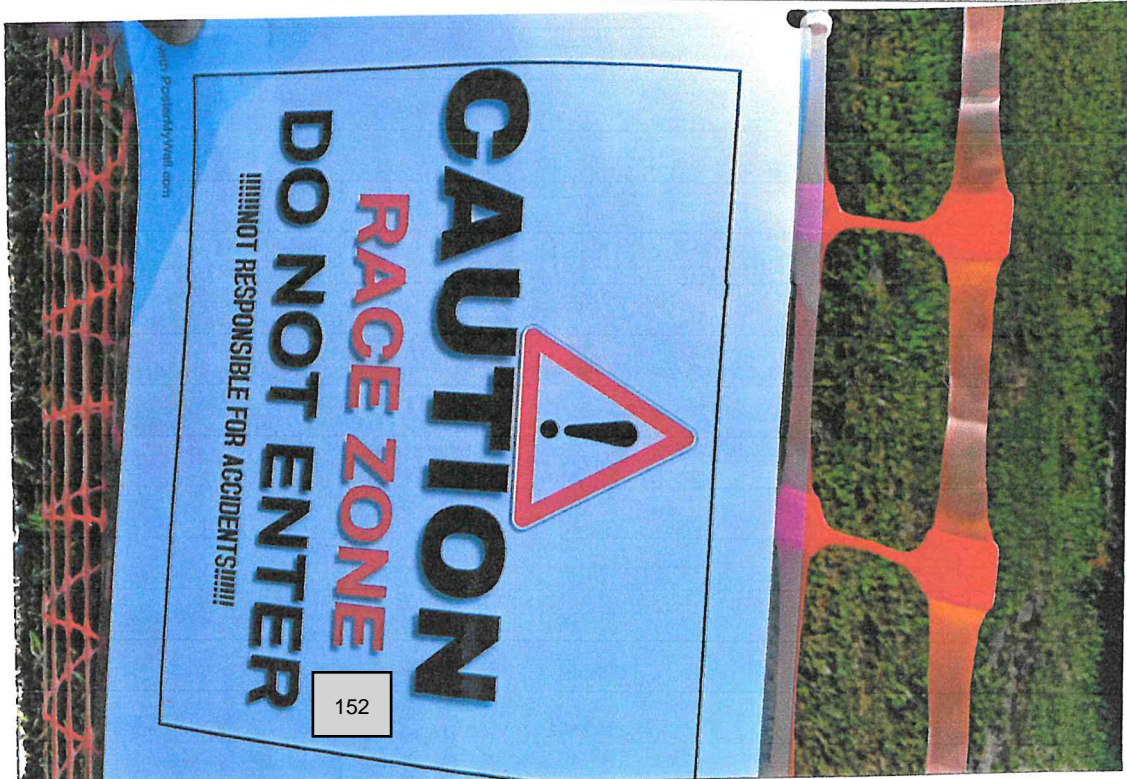
**BE THERE!****10 AM**















#12.