

**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
July 15, 2019
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Minutes

- 1.** City Council Meeting Minutes

Recognition of Visitors

Communications, Requests, Informational Items & Consent Calendar

- 2.** A request from Moberly High School to hold their annual Homecoming Parade on September 27, 2019.

Public Hearing and Receipt of Bids

- 3.** Receipt of bids for the sidewalk replacement program

Ordinances & Resolutions

- 4.** An Ordinance Repealing And Replacing Subsections (A) And (B) Of Section 6-42 Of The Moberly City Code
- 5.** A Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Sean R. Miller For Property Located At 1651 And 1663 North Buchanan.
- 6.** A Resolution Authorizing The City Manager To Execute A Financial Assistance Agreement Through The Missouri Department Of Natural Resources To Obtain A Historic Preservation Fund Grant To Assist With A Survey Of Moberly's Downtown Historic District
- 7.** A Resolution Accepting The Bid Of DMC Concrete, LLC, And Authorizing Contracting For The 2019 Sidewalk And Driveway Approach & Curb Replacement Program.
- 8.** A Resolution Authorizing The City Manager To Enter Into A Professional Services Agreement To Provide Consulting Services With Retail Strategies, LLC.
- 9.** A Resolution Authorizing The City Manager To Execute Two Estoppel And Amendment Agreements With Moberly Solar LLC.
- 10.** A Resolution Authorizing The City Manager Of The City Of Moberly, MO To Enter Into An Agreement With Williams Keepers, LLC For Financial Auditing Services For The Fiscal Years Ending June 30, 2019, 2020, and 2021.
- 11.** A Resolution Authorizing The City Manager To Purchase A Motorola MCC7500 2 Position Radio.
- 12.** A Resolution appropriating money out of the Treasury of the City of Moberly, Missouri.

Official Reports

- 13.** Department Head Monthly Reports

Anything Else to Come Before the Council

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

Adjournment

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

June 28, 2019

#1.

City of Moberly, Missouri Council Minutes

Council met in special session at 11:00 p.m. in the City Hall Council Chambers with Mayor Jeffrey presiding.

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

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

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

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF MOBERLY, MISSOURI FOR THE FISCAL YEAR JULY 1, 2018 THROUGH JUNE 30, 2019"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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

Kimmons introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$522,391.23"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Davis to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

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

A motion was made by Kimmons and seconded by Davis to adjourn.

July 1, 2019

#1.

City of Moberly, Missouri Council Minutes

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

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

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

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

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

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT ADMINISTRATION CONTRACT WITH MARK TWAIN REGIONAL COUNCIL OF GOVERNMENTS FOR THE CITY OF MOBERLY'S CDBG PROJECT NUMBER 2017-PF-19"** and moved that the bill be read two times by title for passage. Davis seconded the motion, and upon said motion the vote was as follows: Ayes: Kimmons, Davis, Kyser and Jeffrey. Nays: none. Absent: Brubaker. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Kimmons, Davis, Kyser and Jeffrey. Nays: none. Absent: Brubaker.

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

Kyser introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$578,904.49"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker. The Resolution was read. A motion was made by Kimmons and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Kimmons, Davis and Kyser. Nays: none. Absent: Brubaker.

Sam Hall, 1027 Buchanan Street was present, thanked the Council for sign #1. Hagood Street. He had concerns regarding the following: brush overgrowth on the corner of Buchanan Street and Holman Road, hindering the sight of vehicles turning on Holman Road from Buchanan Street; Vehicles being parked alongside the street in the ditch area; Semi trucks pulling on to Emmerson Street, not seeing signs until they have already entered Emmerson Street. Mayor referred his concerns to City Staff.

Myrna Esry, 849 W. Coates Street was present with concerns regarding properties next to her, trash, overgrowth, etc. Mayor referred her concerns to City Staff.

Robert Korff, 2128 County Road 1170, Huntsville, Missouri, who owns property in the City of Moberly, was present with concerns regarding water office procedures (water deposits) for rental properties. He states when a renter leaves and does not pay the water bill and after the City applies the deposit, he owes a substantial amount, before the next renter can have the water turned on. Director of Public Utilities, Mary Calcagno, said the deposit has been raised recently. Mayor referred his concerns to City Staff.

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

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

A work session was held followed by a closed session.

Mayor Jeffrey reopened the meeting.

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

Work Session

The following was discussed at the work session:

Review of Professional Services Agreement to Provide Consulting Services with Retail Strategies, LLC.

Receipt of bids for the sidewalk/curb replacement program.

An application submitted by Sean R. Miller for a zoning change from an M-1 (Industrial District) to an R-3 (Multifamily Dwell District) located at 1651 and 1663 North Buchanan. Both properties are currently zoned an M-1 (Industrial District).

Consideration of change in business policy regarding temporary liquor licenses.

A resolution authorizing the City Manager of the City of Moberly, Missouri to enter into an agreement with Williams Keepers, LLC for financial auditing services for the fiscal years ending June 30, 2019, 2020 and 2021.

Receipt of bids for fencing at the Waste Water Facilities.

#1.

A request from Moberly High School to hold their annual Homecoming Parade on September 27, 2019.

DRAFT

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June 17, 2019

#1.

City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Brubaker and seconded by Kimmons to approve the minutes of April 23, 2019, May 20, 2019, May 30, 2019, 4:30 p.m. meeting, May 30, 2019, 6:00 p.m. meeting, June 3, 2019 and June 11, 2019 Council meetings as presented. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A request was made by Jana Longbine, Twisted Llama, LLC, Mallard Pub and Pool for an exception to the rule of liquor sales being within 100 feet of a place of worship. Ms. Longbine's landlord, Sheryl E. Nelson, has informed New Beginnings Church and minister, Connie Dulany, that she has signed a contract with Jana Longbine to rent 407D Urbandale Drive to Jana Longbine for the purpose of the business Twisted Llama, LLC, Mallard Pub and Pool, which will be serving alcoholic beverages. A motion was made by Brubaker and seconded by Kyser to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

A presentation for the Sugar Creek Lake Bathymetric Study was presented by Karen Rouse and Emma Schneider, from the Missouri Department of Natural Resources.

A Public Hearing to vacate an alley at 526 and 528 East Logan Street was held. There being no comments, Mayor Jeffrey noted that the public hearing was held.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING EXECUTION OF AN AVIATION PROJECT CONSULTANT AGREEMENT WITH H. W. LOCHNER, INC."** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING AND ACCEPTING THE FINAL PLAT FOR COBBLESTONE CREEK SUBDIVISION, PLAT NO. 2"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none. The bill having previously been made available for public inspection was read by title

two times. Kimmons moved that the bill be enacted into an ordinance. #1.
seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Brubaker, Kimmons, Davis, Kyser and Jeffrey. Nays: none.

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

Davis introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO SUPPLEMENTAL AGREEMENT NO. 4 WITH BARTLETT & WEST, INC., FOR PROJECT STP-4500 (207)"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Davis, Kyser, Jeffrey, Brubaker and Kimmons. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Davis, Kyser, Jeffrey, Brubaker and Kimmons. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE VACATING THE ALLEY BETWEEN 526 E. LOGAN STREET AND 528 E. LOGAN STREET IN THE CITY OF MOBERLY, MISSOURI"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Kyser, Jeffrey, Brubaker, Kimmons and Davis. Nays: none. The bill having previously been made available for public inspection was read by title two times. Brubaker moved that the bill be enacted into an ordinance. Davis seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Kyser, Jeffrey, Brubaker, Kimmons and Davis. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE REPEALING SUBSECTION (H) OF SECTION 30-101 OF THE MOBERLY CITY CODE"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The bill having previously been made available for public inspection was read by title two times. Davis moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. *(Whereas, subsection (h) of Section 30-101 of the City Code provides that participants in fishing tournaments at Sugar Creek Lake pay a fee for boats involved in tournament fishing and Whereas, to encourage use of the lake and*

City Tourism efforts the City Council believes it will be in the best interest of the City to stop charging the tournament fishing boat fee.)

#1.

Kimmons introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AZAVAR GOVERNMENT SOLUTIONS TO PROVIDE DATA AUDIT AND DEBT RECOVERY SERVICES"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Brubaker and seconded by Davis to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Davis introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE PURCHASE OF POLICE COMMUNICATIONS EQUIPMENT"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SCOPE AND BUDGET CONTRACT ADDENDUM WITH BARR ENGINEERING TO EVALUATE HYDROLOGY, FLOOD POTENTIAL, DEVELOP CONCEPTUAL ALTERNATIVES AND CONCEPTUAL LEVEL COST ESTIMATES FOR 7 BRIDGES ROAD AREA RUNOFF"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Davis and seconded by Kyser to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Brubaker introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$706,887.65"** and made a motion for it to be read. Davis seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none. The Resolution was read. A motion was made by Kimmons and seconded by Brubaker to adopt the Resolution as read. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

Monthly reports were received from various departments.

Mayor Jeffrey nominated Sam Tadrus, Howard Miedler and Lisa Vanderburg be re-appointed to the Planning and Zoning Commission. A motion was made by Brubaker and seconded by Davis to re-appoint Sam Tadrus, Howard Miedler and Lisa Vanderburg to the Planning and Zoning Commission. Ayes: Jeffrey, Brubaker, Kimmons, Davis and Kyser. Nays: none.

The following liquor applications were submitted for approval:

Aldi Inc., #82, submitted by Rob Jeffries, 400 E. Highway 24 (Package liquor in excess of 5% alcohol and Sunday sales).

Bratchers Fuel, submitted by James M. Bratcher, Jr., 221 S. Morley Street (Package liquor in excess of 5% alcohol and Sunday sales).

Bratcher Market, submitted by James M. Bratcher, Jr., 301 S. Morley Street (Package liquor in excess of 5% alcohol, Wine and malt beverages, permit to allow tasting on premises-limitations and Sunday sales).

Case N Keg, *Original Application*, submitted by Angela S. Taylor, 1802 S. Morley Street (liquor by the drink and Sunday sales).

Case N Keg, *Renewal Application*, submitted by Angela S. Taylor, 1802 S. Morley Street (liquor by the drink and Sunday sales).

Casey's General Store #1121, submitted by Sharon S. Uthe, 1222 Hurley Street (Package liquor in excess of 5% alcohol and Sunday sales).

Casey's General Store #2003, submitted by Sharon S. Uthe, 326 S. Morley Street (Package liquor in excess of 5% alcohol and Sunday sales).

Covert Operations, LLC/Vertigo, submitted by David T. Covert, Jr, 301 S. Ault Street (liquor by the drink).

D'Abolengo Mexican Cuisine, LLC, submitted by April Elaine O'Haver, 520 Highway 24 East (liquor by the drink and Sunday sales).

Felicia's Restaurant & Entertainment, LLC, submitted by Felicia Buckner, 1462 Highway JJ (liquor by the drink).

Fraternal Order of Eagles, submitted by Joshua L. Barr, 1408 N. Morley Street (liquor by the drink and Sunday sales, Certain Org.).

Memory Lanes, *Original Application*, submitted by Robert Penick, 1616 A. North Morley Street (liquor by the drink and Sunday sales).

Memory Lanes, *Renewal Application*, submitted by Robert Penick, 1616 A. North Morley Street (liquor by the drink and Sunday sales).

Loyal Order of the Moose #776, submitted by Gregory A. Dilts, (liquor by the drink and Sunday sales, Certain Org.).

Lula's Next Door, Inc., d/b/a Lula's Tavern, submitted by Michael D. Lipperd, 112 W. Carpenter Street (liquor by the drink).

Nelly's, submitted by Chad Nelson, 407 Urbandale (liquor by the drink).

Pizza Works, submitted by Kenneth Castagno, 319 N. Morley Street (package malt liquor not in excess of 5% alcohol and Sunday sales included).

Shady Tuesdays Bar & Grill, submitted by Jacob Holloway, 400/402 W. Reed Street (liquor by the drink).

Twisted Llama, LLC, Mallard Pub and Pool, *Original Application*, submitted by Jana Longbine, 407D, Urbandale Drive (liquor by the drink).

Twisted Llama, LLC, Mallard Pub and Pool, *Renewal Application*, submitted by Jana Longbine, 407D, Urbandale Drive (liquor by the drink).

VFW, Post 2654, submitted by Chris Wertz, 1347 S. Morley Street (liquor by the drink and Sunday sales, Certain Org.).

Walmart #40, submitted by James P. Emanuel, Jr., 1301 Highway 24 East (package liquor in excess of 5% alcohol and Sunday sales).

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

Members from the news media present were: Erik Cliburn, Moberly Monitor-Index.

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

Work Session

The following was discussed at the work session:

Mark Twain Regional Council of Governments to perform professional services for the City of Moberly on the CDBG Morley Street project.

Review of the Revised Personnel Manual. (This item is not to be brought forward to the next Council meeting. A red lined copy is to be sent to the Council to review.) #1.

Review of Annual Service Agreements.

DRAFT

City of Moberly City Council Agenda Summary

Agenda Number: #2.
 Department: Police
 Date: 07-15-2019

Agenda Item: A request from Moberly High School to hold their annual Homecoming Parade on September 27, 2019.

Summary: If approved the 2019 Moberly High School Homecoming Parade will be held on September 27, 2019 beginning at 3:00PM. The parade will begin at Adams and Johnson Street, travel East on Reed Street to Clark and Reed, turn North on Clark Street to Clark and Coates, turn West on Coates Street and disband at Coates and Williams. The parade will stage beginning in the 600 block of Adams and continue west along Reed Street. Contact person is Patrick McGuire, 636-359-5815. Approximate 85 units are expected to participate in the parade and police are requested to provide traffic control along the parade route and to lead the parade. Police and Fire approve this request

Recommended Action: Approve this request

Fund Name: NA

Account Number: NA

Available Budget \$: NA

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

Submit completed form with
any attachments to: #2.
Moberly Police Department
ATTN: Chief of Police

APPLICATION FOR PARADE PERMIT
City of Moberly, Missouri
Date: 5/31/19

1. Organization/Agency requesting permit: **Moberly High School—Homecoming Parade**

2. Name/Address of Person making Application: **Patrick McGuire**

Name: **Moberly High School Homecoming Parade c/o Patrick McGuire**

Mailing Address: **1625 Gratz Brown Road, Moberly MO 65270**

Contact Person: **Patrick McGuire** Phone: **636-359-5815**

3. Date of Parade: **September 27, 2019** Start Time: **3:00 p.m.**

4. Staging Area: **Adams and Reed Streets (See Attached)**

5. Approximate Number of Units Participating in Parade:

A. Bands **3** D. Foot Units **25**

B. Motorized Units **40** E. Animal Units **1**

C. Floats **15** F. Others _____

Total Number of Units: **approx. 85 (based off of interest and previous years)**

6. Parade Route and ending point: **Parade will start at the corner of Adams and Johnson moving east on Reed St. Will turn left on to Clark St. and then left on to Coates St. It will end at the corner of Johnson and Coates. Same as previous years.**


7. Will organization or parade participants be dispersing any items during the parade? Yes No If yes, what? **Various items promoting organizations**

8. Will organization or agency furnish personnel to assist the police with security or traffic along the parade route? Yes No If so, how many? **3-4**

9. Have read and agree to the rules outlined in the parade permit. Yes No

10. Signature of Applicant: 

11. Approved:  Disapproved _____

12. By authority of:  Date **06 25 19**
(Chief of Police)

Parade Route

This year's parade will follow the same route that it has in years past. We will start at the corner of Adams and Johnson (Post Office/Park) then go down Reed, turn left on Clark, and turn left on Coates ending at Johnson.

Parade Positions

Once all entries have been received, they will be assigned an entry number. We will start lining up at the corner of Adams and Johnson and then move west toward MACC down Adams onto Reed.

We do ask that when you do start to line up that you enter Reed St. from the west, by MACC, then move east on Reed St. until you find your number on the left side of the road. This is to keep traffic flowing.

You will receive a phone call/email from us to let you know the status of your entry.

REMIND ALL PARADE PARTICIPANTS THAT VEHICLES OF ANY KIND WILL NOT BE ALLOWED TO DRIVE WEST ON TO REED STREET. ALL TRAFFIC MUST MOVE EAST.

If you have any questions feel free to contact me at patrickmcguire@moberlyspartans.org or 269-2660.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #3.
 Department: Public Works
 Date: July 15, 2019

Agenda Item: Receipt of bids for the sidewalk replacement program

Summary: We advertised for bids on the sidewalk replacement program. The bids were opened June 24, 2019 at 10:00am. We only received one bid from DMC Concrete. Attached is the bid. Staff recommends accepting the bid.

Recommended

Action: Accept this bid.

Fund Name: Transportation Trust

Account Number: 600.143.5502

Available Budget \$: 150,000.00

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

ADVERTISEMENT FOR BIDS

The City of Moberly is currently accepting sealed bids for the **Sidewalk/Driveway Approach & Curb Replacement program for the 2019-2020 fiscal year**. This is **NOT** a prevailing wage job. The program format is as follows: The locations are yet to be determined. The Contractor would be required to provide turn key service from removal of deteriorated area to finish grading, seed and mulch. Work must meet ADA requirements. The Contractor must possess a City business license and insurance to the City's requirements and if **any job would total over \$50,000** the City would require a payment bond. Please contact the Community Development office for a bid sheet. Bids must be submitted in the required format. Sealed bids marked "**SIDEWALK & CURB REPLACEMENT**" will be opened on **June 24, 2019 at 10:00 a.m.** so please have bids submitted to the office of the City Clerk, 101 W. Reed St., Moberly, MO 65270 before then if you would like to be considered for the program. The City reserves the right to accept or reject any or all bids.

For further information, please contact the office of Community Development at (660) 263-4420.

SUBMITTED BY TOM SANDERS
CITY OF MOBERLY
Director of Community Development

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE
MONITOR INDEX: **THURSDAY, JUNE 6, 2019**

BID SHEET

Cost per square foot 4" thick sidewalk \$ 6.40

Cost per square foot 6" thick sidewalk \$ 7.50

Cost per linear foot 6' curb & gutter \$ 27.00

Company Name: DMC Concrete LLC

Main Contact Name: Dustin McCormick

Address: 3658 Hwy JJ

City, State, and Zip: Moberly MO 65270

Phone Number: 660-657-5694

*Price to include all labor & materials

- Concrete to be 6 Bag (minimum) with Fiber
- Grass seed will be Speedy Lawn or equivalent
- All concrete work must be completed within 2 weeks of Initiation, Dress up and Seed must be completed within 30 days.
- Failure to complete within the allotted time frame will result in a penalty of 2% of gross project daily.
- We occasionally have ADA Ramps with ADA Mats required. In that case City will provide the Mats.

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Finance
 Date: July 15, 2019

#4.

Agenda Item: An Ordinance Repealing And Replacing Subsections (A) And (B) Of Section 6-42 Of The Moberly City Code

Summary: See accompanying memo from the Finance Director.

Recommended Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

ORDINANCE NO: _____

AN ORDINANCE REPEALING AND REPLACING SUBSECTIONS (a) AND (b) OF SECTION 6-42 OF THE MOBERLY CITY CODE.

Whereas, recent changes to the state statutes pertaining to liquor licenses allow for unlimited caterer's licenses which do not require a separate permit for each event; and

Whereas, adopting a local option to permit annual unlimited caterer's licenses for a fee of \$200.00 would better serve local caterers and be more efficient for city staff; and

Whereas, city staff has drafted new subsections (a) and (b) to Section 6-42 of the city code to provide for unlimited caterer's licenses for council consideration and passage.

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

SECTION ONE: Subsections (a) and (b) of Section 6-42 of the Moberly City Code are hereby repealed.

SECTION TWO: Subsections (a) and (b) of Section 6-42 of the Moberly City Code are hereby adopted in the following form:

Sec. 6-42. Temporary permits for caterers and special events.

(a) The city collector may issue a single temporary permit or an unlimited temporary permit to caterers and other persons holding licenses to sell intoxicating liquor by the drink at retail for consumption on the premises who furnish provisions and service for use at a particular function, occasion or event at a particular location other than the licensed premises, effective for a period not to exceed 120 consecutive hours, which shall authorize the service of alcoholic beverages at such function, occasion, or event during the hours at which alcoholic beverages may lawfully be sold or served upon premises licensed to sell alcoholic beverages for non-premises consumption in the city.

(b) For every permit issued pursuant to the provisions of this section, the permittee shall pay the city the sum established by ordinance for each calendar day, or fraction thereof, for which the permit is issued. Permittees holding an unlimited temporary caterer and special events license are not required to submit applications for each event but must provide an email to the city collector with details of the event at least three (3) days in advance of the event.

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

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 15th
day of July, 2019.

Presiding Officer at Meeting

ATTEST:

City Clerk

MEMORANDUM

To: Moberly City Council; Brian Crane, City Manager
From: Greg Hodge, Director of Finance
Re: Picnic/catering permit policy change
Date: July 1, 2019

The Finance Department regularly issues temporary licenses to liquor license holders for the serving and consumption of alcoholic beverages at locations outside of their regular places of business (picnic/catering licenses). Currently the licensee is required to complete a license application for each event and pay a \$10 fee. The license application is then routed to the Police Department for review and approval, then returned to Finance for issuance of the license. The licensee then advises State Liquor Control of the event.

We were recently made aware of State statutes that greatly simplify this process. State liquor license holders have 3 options for these licenses: single events @ \$10, 50 events @ \$500, and unlimited @ \$1,000. The licensee is not required to submit applications for the 50 event and unlimited packages, but provide a simple e-mail providing the event details at least three days in advance. Reviewing our records, we found the following licenses issued the past two years:

	<u>Eagles</u>	<u>Vertigo</u>	Shady <u>Tuesdays</u>	<u>Case-n-Keg</u>
2017-2018	24	18	13	8
2018-2019	17	17	5	4

City staff met and discussed the City's options and are recommending that our processes be amended to the following:

- Single licenses - \$10
- Unlimited licenses for the fiscal year - \$200 annually + e-mails with event details

Making this change will create less work for staff and the licensees with little to no change in license revenues. I welcome any comments that you might have concerning this proposed policy change.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #5.
 Department: Comm. Dev.
 Date: July 15, 2019

Agenda Item: A Ordinance Adopting The Recommendation Of The Planning And Zoning Commission To Approve The Re-Zoning Application Of Sean R. Miller For Property Located At 1651 And 1663 North Buchanan.

Summary: The Planning & Zoning Commission recommended approval for the request of the zoning change at the meeting on June 24, 2019. Attached is a copy of the staff report, the application submitted by Sean Miller, a map of the area in question and a copy of the re-zoning approval permit.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

ORDINANCE NO: _____

A ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF SEAN R. MILLER FOR PROPERTY LOCATED AT 1651 AND 1663 NORTH BUCHANAN.

WHEREAS, Sean R. Miller submitted his Rezoning Application to the Zoning Administrator on May 16, 2019, to rezone property located at 1651 and 1663 North Buchanan from M-1 to R-3; and

WHEREAS, after proper Notice a hearing was held before the City of Moberly Planning and Zoning Commission on June 24, 2019, at which time the Commission recommended approval of the rezoning request after having considered all standards listed in the zoning regulations, and all other conditions listed for that use in other sections of the regulations. The Commission found that the proposed use did provide safeguards to assure its compatibility with the surrounding area.

WHEREAS, the City Council has considered the rezoning application and the findings and conclusions of the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED the Moberly, Missouri, City Council hereby adopts the recommendation of the Planning and Zoning Commission and approves the rezoning application for property located at 1651 and 1663 North Buchanan.

PASSED AND ADOPTED this 15th day of July 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

City of *Moberly!*

Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: AGENDA ITEM NO. 1

Meeting: June 24, 2019

Public Hearing to consider:

Public Hearing for an application submitted by Sean Miller.

COMMENTS:

The applicant is proposing a Rezoning for a group of properties located on North Buchanan as required by the Procedure Manual of the City of Moberly Missouri.

The properties are located: 1651 & 1663 N Buchanan.

The two sites combined contain approximately 6.67 acres and are a current residential lot and an undeveloped lot. The applicant has requested to rezone the properties from M-1 Industrial to R-3 residential. The rezoning meets the specifications for the City of Moberly according to the surrounding properties (Residential uses to the north) and future use of the properties.

Submitted by Aaron Decker

CITY OF MOBERLY, MISSOURI - PROCEDURES MANUAL

Article 10 - Planned Development Procedure

RECEIVED
MAY 16 PAID
CITY OF MOBERLY

CITY OF MOBERLY, MISSOURI
REZONING APPLICATION

Return Form to:
Community Development Director
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

For Office Use Only
Case ID.: _____
Date Advertised: _____
Date Notices Sent: _____
Public Hearing Date: _____

APPLICANT INFORMATION:

Applicant: Sean R. Miller Phone: 660-353-9006
Address: 1007 Taylor St. Moberly, MO. 65270 Zip: 65270
Owner: _____ Phone: _____
Address: _____ Zip: _____

PROPERTY INFORMATION:

Street Address or General Location of Property: 1651 & 1663 North Buchanan
Property is Located In (Legal Description): _____

Present Zoning M1 Requested Zoning: R3 Acreage: 1663 North Buchanan = 2.67 acres
Present Use of Property: Residential & AG
Character of the Neighborhood: business & residential

CITY OF MOBERLY, MISSOURI - PROCEDURES MANUAL
Article 10 - Planned Development Procedure

SURROUNDING LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Residential</u>	<u>M1 / outside city limits</u>
South	<u>Industrial</u>	<u>M1</u>
East	<u>Open field / AG</u>	<u>M1</u>
West	<u>Open field / AG</u>	<u>M1</u>

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would the proposed change create a small, isolated district unrelated to surrounding districts? Yes No

If yes, explain: _____

2. Are there substantial reasons why the property cannot be used in accordance with existing zoning? Yes No

If yes, explain: there is a large drainage ditch in the middle of the field.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Is the proposed change consistent with the goals, objectives and policies set forth in the Comprehensive Plan?

Yes No

2. Is the proposed change consistent with the Future Land Use Map?

Yes No

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: North Buchanan

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

- 2. Identify the classification of those street(s) as Arterial, Collector or Local and each Right-of-Way width:

Street Name	Classification	Right-of-Way Width
North Buchanan	Collector	60'

- 3. Will turning movements caused by the proposed use create an undue traffic hazard?
Yes _____ No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

- 1. Appropriately Sized Lots? Yes _____ No
- 2. Properly Sized Street Right-of-Way? Yes _____ No
- 3. Drainage Easements? Yes _____ No _____
- 4. Utility Easements:
 - Electricity? Yes _____ No
 - Gas? Yes _____ No
 - Sewers? Yes _____ No
 - Water? Yes _____ No

5. Additional Comments: _____

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

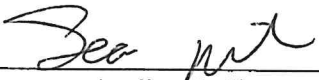
THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- 1. One copy of a legal description of the property proposed to be rezoned.
- 2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Moberly.
- 3. A list of property owners within 185 feet of the property.

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

4. If the proposed zoning requires a conditional use permit, the rezoning application shall be accompanied by a use permit application defining the specifically requested use or list of uses.



Applicant's Signature

5/13/19
Date

Moberly, MO



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Lots
- South Ridge Lot Line
- Zoning**
- B-1
- B-2/H
- B-3
- B-3(PD)
- M-1
- M-P
- N-1
- R-1
- R-1(PD)
- R-2
- R-2(PD)
- R-3
- R-3(PD)
- Cross Section**
- Flood Zone**
- 2% Chance Flood Hazard
- 100 Year No BFE
- 100 Year With BFE

Notes

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

1 in. = 125ft.

250.3
0
125.15
250.3 Feet

CITY OF MOBERLY, MISSOURI
RE-ZONING PERMIT
REASONS FOR DETERMINATION

Submit Questions To:
Zoning Administrator
City of Moberly
101 West Reed Street
Moberly, MO 65270-1551
(660) 263-4420
(660) 263-9398 (fax)

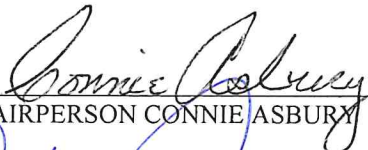
For Office Use Only:
Date of Action: June 24, 2019
Action: APPROVAL

ON JUNE 24, 20 19, THE CITY OF MOBERLY PLANNING AND ZONING COMMISSION AT ITS REGULAR MEETING, RECOMMENDED APPROVAL (ACTION: APPROVAL, CONDITIONAL APPROVAL, DENIAL) OF A RE-ZONING REQUEST FROM A(N) M-1 TO A (N) R-3 (ZONE) TO BE LOCATED AT 1651 AND 1663 NORTH BUCHANAN STREET, MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE JULY 1, 20 19 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING APPROVAL (ACTION) OF THIS RE-ZONING REQUEST, THE PLANNING AND ZONING COMMISSION CONSIDERED ALL STANDARDS LISTED IN THE ZONING REGULATION, AND ALL OTHER CONDITIONS LISTED FOR THAT USE IN OTHER SECTIONS OF THESE REGULATIONS. IN ADDITION, THE PLANNING AND ZONING COMMISSION FOUND THAT THE PROPOSED USE DID (DID/DID NOT) PROVIDE SAFEGUARDS TO ASSURE ITS COMPATIBILITY WITH THE SURROUNDING AREA.

CONDITIONS (IF ANY): _____


CHAIRPERSON CONNIE ASBURY


ZONING ADMINISTRATOR

City of Moberly City Council Agenda Summary

Agenda Number: _____ #6.
 Department: City Manager
 Date: 7-15-2019

Agenda Item: A Resolution Authorizing The City Manager To Execute A Financial Assistance Agreement Through The Missouri Department Of Natural Resources To Obtain A Historic Preservation Fund Grant To Assist With A Survey Of Moberly's Downtown Historic District

Summary: Staff applied for a grant through the Missouri State Historic Preservation office in October 2018. This grant was written to partially fund a app based historic walking tour of Moberly's historic areas. The total project is \$41,500 and the City of Moberly will be reimbursed \$24,900 towards the cost of the project. This app will allow users who have any smart device (phone or tablet) to access historical information regarding sites, people and buildings. This app will further allow for users to access this information at their own pace and at any time that they choose to.

Recommended Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCIAL ASSISTANCE AGREEMENT THROUGH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES TO OBTAIN A HISTORIC PRESERVATION FUND GRANT TO ASSIST WITH AN APP BASED HISTORICAL WALKING TOUR OF MOBERLY’S DOWNTOWN HISTORIC DISTRICT.

WHEREAS, city staff applied for a grant through the Missouri State Historic Preservation office to assist with the cost of an App Based Historical Walking Tour of Moberly’s downtown historic area; and

WHEREAS, the total project cost is estimated to be \$41,500.00 of which the grant will reimburse \$24,900.00; and

WHEREAS, a walking tour of Moberly’s downtown historic district will be greatly enhanced by the use of an web based App.

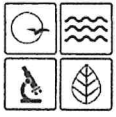
NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager to execute the Financial Assistance Agreement and take such other and further actions as may be required to obtain the grant.

RESOLVED this 15th day of July 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk



MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION			
RECIPIENT NAME City of Moberly		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (660) 269 - 8705	
ADDRESS 101 West Reed Street		CITY Moberly	STATE MO
ZIP CODE 65270			
UNIQUE IDENTIFIER (DUNS NUMBER) 080020845	PROJECT NUMBER 29-19-171413-016	BUDGET PERIOD 07/1/2019-08/31/2020	PROJECT PERIOD 07/1/2019-08/31/2020
RECIPIENT PROJECT MANAGER NAME Emily Goyea-Furlong		RECIPIENT PROJECT EMAIL ADDRESS Emilyg@cityofmoberly.com	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (660) 269 - 7646

PROJECT INFORMATION			
RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY) City of Moberly: App Based Historical Walking Tour- The total cost of this project is \$41,500.00. The maximum amount of the grant is \$24,900.00. The City of Moberly has committed to paying all costs in excess of the \$24,900.00. Attachment A: scope, purpose, and description of grant activities Attachment B: terms and conditions (12-1-2015)			

TYPE OF ASSISTANCE New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER 15.904	CFDA NAME Historic Preservation Fund Grants-In-Aid
STATE PROJECT MANAGER NAME Allison Archambo		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 751 - 7958	INDIRECT COST RATE FOR RECIPIENT 0.00%
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 24,900.00	60.00 %	\$	%	\$ 24,900.00	60.00 %
State/Other Award:	\$	%	\$	%	\$	%
Recipient Match:	\$ 16,600.00	40.00%	\$	%	\$ 16,600.00	40.00%
Total Award:	\$ 41,500.00	100.00%	\$	%	\$ 41,500.00	100.00%

AGREEMENT ADMINISTRATION	
THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS INCLUDING, BUT NOT LIMITED TO:	

APPLICABLE PROGRAM GUIDELINES National Historic Preservation Act, 36 CFR 61, RSMo. Chapter 253.408		RECIPIENT APPLICATION, AS NEGOTIATED, DATED
BUDGET PLAN Attachment # <u>A</u>	DETAILED SCOPE OF WORK Attachment # <u>A</u>	SPECIAL CONDITIONS Attachment # <u>B</u>
GENERAL TERMS AND CONDITIONS Attachment # <u>B</u>		SUSPENSION/DEBARMENT Attachment # <u>B</u>
PUBLIC LAW Attachment # _____		PUBLIC LAW Attachment # _____
PUBLICATIONS Attachment # _____	EPA MBE/WBE UTILIZATION Attachment # _____	CERTIFICATE REGARDING LOBBYING Attachment # <u>B</u>
INVOICE Attachment # _____		ADDITIONAL ATTACHMENTS Attachment # _____ Attachment # _____

AMENDMENT INFORMATION	
AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)			
FEDERAL AWARD PROJECT TITLE AND DESCRIPTION 2019 Historic Preservation Fund Grant to Missouri: The objective is to provide Historic Preservation Fund money to State Historic Preservation Officers for the protection and conservation of state and local cultural and historic assets, and to assist them in executing their historic preservation programs and activities pursuant to 54 U.S.C. 300101 et seq (commonly known as the National Historic Preservation Act).			
FEDERAL AWARING AGENCY National Park Service		FEDERAL AWARD ID NUMBER 29-19-171413	PASS THROUGH ENTITY NAME MoDNR, SHPO
FEDERAL FUNDING YEAR 2019	FEDERAL AWARD DATE	TOTAL AMOUNT OF FEDERAL AWARD \$995231	INDIRECT COST RATE FOR MoDNR 16.57%

APPROVAL		
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) Ben Ellis, Director, Missouri State Parks	SIGNATURE	DATE
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED) Brian Crane, City Manager	SIGNATURE <i>Brian Crane</i>	DATE 7-2-19

City of Moberly City Council Agenda Summary

Agenda Number: _____ #7.
 Department: Public Works
 Date: July 15, 2019

Agenda Item: A Resolution Accepting The Bid Of DMC Concrete, LLC, And Authorizing Contracting For The 2019 Sidewalk And Driveway Approach & Curb Replacement Program.

Summary: We advertised for bids on the sidewalk replacement program. The bids were opened June 24, 2019 at 10:00am. We only received one bid from DMC Concrete. Attached is the bid. Staff recommends accepting the bid.

Recommended

Action: Approve this resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION ACCEPTING THE BID OF DMC CONCRETE, LLC, AND AUTHORIZING CONTRACTING FOR THE 2019 SIDEWALK AND DRIVEWAY APPROACH & CURB REPLACEMENT PROGRAM.

WHEREAS, bids were requested by publication in the Moberly Monitor-Index for the 2019 Sidewalk and Driveway Approach & Curb Replacement Program; and

WHEREAS, bids were opened as advertised on June 24, 2019, and only one bid was received from DMC Concrete, LLC in following amounts:

Cost per square foot 4" thick sidewalk	\$6.40
Cost per square foot 6" thick sidewalk	\$7.50
Cost per linear foot 6' curb & gutter	\$27.00 and;

WHEREAS, the bid is very competitive based upon prior years and the bidder is very reliable and proficient and city staff recommends accepting the bid and contracting with the bidder.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby accepts the bid as recommended by city staff and authorizes the city manager to contract with DMC Concrete LLC for the 2019 Sidewalk and Driveway Approach & Curb Replacement Program.

RESOLVED this 15th day of July, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

ADVERTISEMENT FOR BIDS

The City of Moberly is currently accepting sealed bids for the **Sidewalk/Driveway Approach & Curb Replacement program for the 2019-2020 fiscal year**. This is **NOT** a prevailing wage job. The program format is as follows: The locations are yet to be determined. The Contractor would be required to provide turn key service from removal of deteriorated area to finish grading, seed and mulch. Work must meet ADA requirements. The Contractor must possess a City business license and insurance to the City's requirements and if **any job would total over \$50,000** the City would require a payment bond. Please contact the Community Development office for a bid sheet. Bids must be submitted in the required format. Sealed bids marked "**SIDEWALK & CURB REPLACEMENT**" will be opened on **June 24, 2019 at 10:00 a.m.** so please have bids submitted to the office of the City Clerk, 101 W. Reed St., Moberly, MO 65270 before then if you would like to be considered for the program. The City reserves the right to accept or reject any or all bids.

For further information, please contact the office of Community Development at (660) 263-4420.

SUBMITTED BY TOM SANDERS
CITY OF MOBERLY
Director of Community Development

PLEASE PUBLISH ONE (1) TIME IN THE FOLLOWING EDITION OF THE
MONITOR INDEX: **THURSDAY, JUNE 6, 2019**

BID SHEET

Cost per square foot 4" thick sidewalk \$ 6.40

Cost per square foot 6" thick sidewalk \$ 7.50

Cost per linear foot 6' curb & gutter \$ 27.00

Company Name: DMC Concrete LLC

Main Contact Name: Dustin McCormick

Address: 3658 Hwy JJ

City, State, and Zip: Moberly MO 65270

Phone Number: 660-651-5694

*Price to include all labor & materials

- Concrete to be 6 Bag (minimum) with Fiber
- Grass seed will be Speedy Lawn or equivalent
- All concrete work must be completed within 2 weeks of Initiation, Dress up and Seed must be completed within 30 days.
- Failure to complete within the allotted time frame will result in a penalty of 2% of gross project daily.
- We occasionally have ADA Ramps with ADA Mats required. In that case City will provide the Mats.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #8.
 Department: City Manager
 Date: 7-15-2019

Agenda Item: A Resolution Authorizing The City Manager To Enter Into A Professional Services Agreement To Provide Consulting Services With Retail Strategies, LLC.

Summary: Retail Strategies has built an excellent reputation for its client services. They grow in size with their clients and attempt to maintain a healthy ratio of clients per staff member. This allows them to provide quality services and add new expertise. They recently acquired a downtown consulting company and have added this as an additional service. They have experience with retail, commercial and hospitality. Retail Strategies offers a complete service package where they do outreach and recruiting. Their model focuses on site development and real estate marketing. They also have several educational opportunities to train people locally to be better at retail recruitment. For a lower price point than our previous provider they are providing more services and will give Moberly a fresh approach to retail recruitment

Recommended Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES WITH RETAIL STRATEGIES, LLC.

WHEREAS, city staff and the city council have determined the city is in need of assistance in developing and attracting new retail businesses; and

WHEREAS, Retail Strategies, LLC., provides professional consulting services in retail recruitment and is qualified to assist the City of Moberly in finding retail businesses; and

WHEREAS, Retail Strategies, LLC., has proposed a three-year agreement with the city to provide retail strategies and other services for charges of \$25,000.00 in year one, \$40,000.00 in year two and \$40,000.00 in year three with said agreement being terminable by the city upon non-payment of any annual charge.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the attached Agreement and authorizes the City Manager to execute the Professional Services Agreement to Provide Consulting Services with Retail Strategies, LLC.

RESOLVED this 15th day of July 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of (the “Client”) City of Moberly, MO and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this the ____ day of _____, 2019 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional consulting services to the Client (the “Services”):
 - A. **Research.** The Consultant will identify the Client’s retail trade area using a blend of demographics, political boundaries, drive times and/or custom boundaries. The Consultant will perform market and retail analysis based on current industry standards at the time such reports are run. The Consultant will map retail locations and analyze opportunities given local and macro retail trends.
 - B. **In-Market Real Estate Analysis.** The Consultant will analyze existing shopping centers and retail corridors and actively reach out to local brokers and real estate owners. The Consultant will identify, evaluate and catalogue priority commercial properties for development or redevelopment based on their highest-and-best-use. The Consultant will identify priority business categories to expand locally and to recruit to the area.
 - C. **Retail Recruitment.** The Consultant will proactively recruit businesses for targeted zones through the contact of a minimum of 30 retailers, restaurants, brokers or developers. The Consultant will regularly update the Client Representative on retail recruitment efforts via email, telephone and the Consultant’s client web portal known as “Basecamp.” One market visit per calendar year is included in this agreement, additional travel outside of this agreement and requested by the Client shall be approved and paid for by the Client. The Consultant will represent the Client at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.
 - D. **Updates.** The Consultant will provide the Client Representative with updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. **TERM.** The Consultant’s engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant’s engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the “Term”) unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. **CONSULTING FEE.**

A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”) in an amount equal to \$105,000 The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	\$25,000
Year Two	On or before the 1st anniversary of the Effective Date	\$40,000
Year Three	On or before the 2 nd anniversary of the Effective Date	\$40,000

B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

C. **Web Platform Service Fees.** Consultant will update demographic information annually during the Term of this Agreement. Modifications, corrections, and/or additions to the Client’s Web Platform (As described in Section 4 Below) within the first thirty (30) days of delivery to Client are included within the Consulting Fee as set forth above. Should the Client request Web Platform changes, modifications, or corrections after the designated thirty (30) day Consultant will bill an hourly rate not to exceed One Hundred and no Dollars (\$100) per hour for time spent (“Web Platform Service Fee”). Request for Web Platform service must be made to the Consultant in writing. Consultant will use good faith effort to complete such requests within ten (10) days of receiving written request from client. Upon completion of performing Web Platform service, the Consultant shall submit invoices to the Client supported by information in such detail as may be required by the Client and shall be sufficient to substantiate that the Consultant has performed the services.

4. **CLIENT INFORMATION AND ACCESS.**

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any

information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the City Manager (the "Client Representative"), currently Brian Crane. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).
- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION.**

- A. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.

B. By the Consultant At-Will. The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.

C. By the Consultant Upon the Client's Default. The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. NOTICES. Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Moberly, Missouri
101 W Reed St.
Moberly, MO 65270
Attention: Brian Crane

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. STANDARD TERMS.

- A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.

- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT:
MOBERLY, MISSOURI

By: _____
Name:
Title:
Date:

CONSULTANT:
RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date

EXHIBIT A**I. CONSULTANT AGREEMENT**

This section outlines what Retail Strategies (the “consultant”) will provide to Moberly, Missouri (the “client”).

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market’s growth potential and trends in the retail industry
9. Identification of at minimum 30 retail prospects to be targeted for recruitment over two-year engagement
10. Updates provided on retail industry trends
11. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client’s designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. ICSC conference representation- updates provided according to the yearly conference schedule

City of Moberly City Council Agenda Summary

Agenda Number: #9.
 Department: Community Development
 Date: July 15, 2019

Agenda Item: A Resolution approving two Estoppel and Amendment Agreements with Moberly Solar.

Summary: Moberly Solar LLC’s single member, GC Solar 2019 Fund 1, LLC is receiving an investment from Sun Nights, LLC. In return Sun Nights, LLC will receive federal tax credits from GC Solar generated by our solar project. The attached Estoppel Agreements are a condition precedent to Sun Night making their investment. We have negotiated the estoppel agreements so as not to prejudice the city’s interest in our Solar Services Agreement and License Agreement with Moberly Solar.

Recommended Action: To approve the Estoppel Agreements and to authorize the City Manager to execute the agreements.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE TWO ESTOPPEL AND AMENDMENT AGREEMENTS WITH MOBERLY SOLAR LLC.

WHEREAS, on March 13, 2019, the city and Moberly Solar, LLC, entered into a Solar Services and License Agreement and thereafter on June 4, 2019 the same parties entered into an Amendment to the Solar Services and License Agreements; and

WHEREAS, Moberly Solar LLC has requested that the city provide it with two Estoppel and Amendment Agreements for both the Solar Services Agreement and License Agreement and has represented to the city that the estoppel agreements are required by Sun Nights LLC, which intends to make a substantial financial investment in Gardner Capital which owns Moberly Solar LLC; and

WHEREAS, city staff has determined that the city’s interest will not be prejudiced by the execution of said estoppel agreements and that by providing the agreements Moberly Solar LLC may enhance its performance under the existing agreements with the city.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Estoppel and Amendment Agreement to the Solar Services Agreement with Moberly Solar LLC and the Estoppel and Amendment Agreement to the License Agreement with Moberly Solar LLC and authorizes the City Manager to execute the Agreements and to take such further action as may be necessary to protect the best interests of the City.

RESOLVED this 15th day of July, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

ESTOPPEL AND AMENDMENT AGREEMENT
(Solar Services Agreement – City of Moberly)

This **ESTOPPEL AND AMENDMENT AGREEMENT** (this “**Agreement**”) is made as of July [], 2019 (the “**Estoppel Date**”), by and between **CITY OF MOBERLY, MISSOURI** (“**Recipient**”) and **MOBERLY SOLAR, LLC**, a Missouri limited liability company (“**Project Company**”).

A. Recipient and Project Company are parties to that certain Solar Services Agreement dated as of March 13, 2019, as amended by that certain Amendment to Solar Services Agreement dated as of June 4, 2019 (collectively, the “**Services Agreement**”), pursuant to which Project Company is to provide design, construction and operations services with respect to the photovoltaic solar systems listed on Exhibit A attached hereto (each, a “**System**” and, collectively, the “**Systems**”) and located in Moberly, Missouri, which Systems will be developed, owned and operated by Project Company;

B. Recipient understands and acknowledges, based on information from Project Company, that Sun Nights, LLC, a Delaware limited liability company (“**Investor Member**”), intends to acquire membership interests in and make a substantial financial investment in Project Company’s direct or indirect owners (collectively, the “**Transaction**”), and following the consummation of the Transaction, Investor Member will be an indirect owner of Project Company;

C. Investor Member would not agree to complete such Transaction unless each of Recipient and Project Company executes and delivers this Agreement confirming the status of the Services Agreement and certain matters contained therein, and amending certain provisions of the Services Agreement.

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Recipient and Project Company hereby agree as follows::

1. Amendments. The following provisions of the Services Agreement are amended and modified as indicated below, effective as of the Estoppel Date:

(a) The following definitions are hereby inserted in Section 1, to read in their respective entirety as follows:

“Environmental Law” means all applicable laws (including implementing regulations promulgated pursuant thereto) of any governmental authority having jurisdiction over the assets and property in question addressing pollution control or protection of the environment, wildlife, plants, natural resources, or human health.”

“Hazardous Material” means any substance, pollutant, contaminant, chemical, material or waste that is regulated, listed or identified under any Environmental Law, or which is deemed or may be deemed hazardous, dangerous, damaging or toxic to living things or the environment, and shall include, without

limitation, any flammable, explosive, or radioactive materials; hazardous materials; radioactive wastes; hazardous wastes; hazardous or toxic substances or related materials; polychlorinated biphenyls; petroleum products, fractions and by-products thereof; asbestos and asbestos-containing materials; medical waste, solid waste, and any excavated soil, debris, or groundwater that is contaminated with such materials.

(b) The second and third sentences contained in Section 14(b) are hereby deleted in their entireties.

(c) Section 16(a)(iv) of the Services Agreement is hereby deleted in its entirety.

2. Estoppel.

(a) Agreement Status. Recipient hereby certifies, agrees, represents, warrants and acknowledges to Investor Member and each of its successors and assigns that:

i) As of the Estoppel Date, no breach, default or event of default under the Services Agreement has occurred or now exists with respect to Project Company, nor, to Recipient's knowledge, with respect to Recipient or any other party. There are no breaches, violations, unsatisfied conditions or other conditions presently existing that could give rise to a default under the Services Agreement or allow Recipient or Project Company to cancel terminate the Services Agreement;

ii) As of the Estoppel Date, the Services Agreement is in full force and effect and has not been assigned, amended, supplemented or modified since the date of execution thereof, and the Services Agreement is a legal, valid and binding obligation of Recipient, enforceable against Recipient in accordance with its terms;

iii) As of the Estoppel Date, there is no pending, nor, to Recipient's knowledge, threatened, action, dispute, proceeding or other claim involving or relating to Recipient that could reasonably be expected to, individually or in the aggregate, (a) adversely affect the performance by Recipient of its obligations under the Services Agreement, (b) have a material adverse effect on the conditions (financial or otherwise), business or operations of Recipient or (c) affect the legality, validity or enforceability of the Services Agreement, any action to be taken pursuant thereto or any of the transactions contemplated thereby. Recipient is not aware of any event, act, circumstance or condition constituting an event of Force Majeure (as defined in the Services Agreement) under the Services Agreement; and

iv) (1) no Hazardous Materials have been generated, used, released, or disposed of at the Site; (2) there are no pending or threatened claims, complaints, notices or orders relating to Hazardous Materials or arising under any Environmental Law in relation to the Site; (3) there are no past or present events, conditions, circumstances, plans or other matters with respect to the Site which may

give rise to any statutory, common law, or other legal liability based on, or relating to, Hazardous Materials, or arising under any Environmental Law; and (4) there are no obligations relating to the site pursuant to any agreement, or by operation of law or otherwise, for any claims related to compliance with, or liability under any Environmental Law.

v) The execution, delivery and performance by Recipient of the Services Agreement and this Agreement (a) have, as of the Estoppel Date, been duly authorized by (i) all necessary governmental approvals, which are in full force and effect, and (ii) all necessary action on the part of Recipient, (b) do not and will not require any further consents, filings or approvals that have not been made or obtained of any other person or entity (including any governmental entity), and (c) do not violate any provision of any law, regulation, order, judgment or similar matter or breach any agreement presently in effect with respect to or binding on Recipient.

(b) Notices. Recipient agrees that, during the Compliance Period, when giving notice to Project Company of any default or event of default (including any Event of Default) under the Services Agreement, Recipient shall concurrently provide a copy of such notice to Investor Member at the address set forth below, or such other address as Investor Member may designate in writing to Recipient from time to time. Recipient further agrees that the notice described above shall not be effective against Investor Member unless and until received by Investor Member. Notices to Investor Member shall be delivered to: Sun Nights, LLC, c/o Enhanced Capital Partners, 201 St. Charles Ave., Suite 3400, New Orleans, LA 70170, Attention: Shane McCarthy.

(c) Default. In the event of any default or event of default (including any Event of Default), or in the event of any condition which, either immediately or with the giving of notice or passage of time, would constitute an Event of Default on the part of Project Company under the Services Agreement (any of the foregoing, a “**Default**”), Recipient shall not exercise any remedy available to Recipient under the Services Agreement unless such Default remains uncured or un-remedied after the later of sixty (60) days after receipt by Investor Member of written notice of such Default pursuant to Section 2(c) above; provided, that, if such Default cannot be cured by the payment of money, and Investor Member has commenced and is diligently prosecuting a cure within such initial period, then Investor Member shall have such longer period of time (not to exceed 180 days) as may be reasonably necessary to complete such cure.

(d) Change In Control. Recipient acknowledges there will be a change in control of Project Company and hereby consents to such change in control of Project Company. Said change in control will not have any material adverse effect on the rights and obligations of Recipient under the Services Agreement, and the Services Agreement shall remain in full force and effect.

3. Conflicts. In the event of any conflict or inconsistency between the terms of this Agreement and the Services Agreement, the terms of this Agreement shall govern and prevail.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law rules.

5. Binding Effect. Investor Member and its successors and assigns may rely upon the truth and accuracy of the certifications contained herein, and said certifications shall be binding upon Recipient and its successors and assigns.

6. Counterparts. To facilitate execution of this Agreement, Recipient and Project Company may execute and exchange by email counterparts of the signature pages, which email counterpart shall be binding as if they were originals. No originals shall be required.

[Signature page follows]

IN WITNESS WHEREOF, Recipient and Project Company have caused this Agreement to be duly executed as of the Estoppel Date.

Recipient:

City of Moberly, Missouri

By: _____

Name: _____

Title: _____

Project Company:

Moberly Solar, LLC

By: GC Solar 2019 Fund I, LLC, Its sole member

By: GC Solar MM, LLC, its manager

By: _____

Name: Mark E. Gardner

Title: Manager

Exhibit A

Attached.

Solar Services Agreement Term Sheet

Services Recipient: City of Moberly, MO

Services Provider: Moberly Solar, LLC

Site: Multiple Sites in Moberly, MO

System Size 680.7 kilowatts (kWac)

Description: Solar Electric Array

Contract Date: March 13, 2019.

Agreement Type: Solar Services Agreement. Provider and Recipient hereby agree that this Services Agreement shall be treated as a Services Contract for federal tax purposes pursuant to Section 7701(e) of the Internal Revenue Code and is not intended to be a lease under federal law.

Term: 20 years from the Solar Operations Date.

Monthly Services Charge or Fee \$15,815.36

Services Include: System and internet-based monitoring of System and full operation, maintenance and repair of all equipment during the term of the contract, including replacement of System components at the sole cost of Provider and all power generated by the system as more specifically described in the Solar Services Agreement.

Estimated Annual Production: 1,112,000 (kWhac).

Warranty of System by Provider: Provider warrants its Solar System and its Services as provided in Section 12.

Local Utility Solar Incentive - Rebate: If applicable, payable to Recipient.

Solar Operations Date: On or before June 30, 2019. Utility requires up to 90 days to approve Interconnection.

SRECs: All solar renewable energy credits ("SRECs") related to the Solar System shall be owned by and inure solely to the benefit of Provider unless claimed by the Local Utility pursuant to the Interconnection or Rebate Agreements.

Buyout Option: Buyout option at Fair Market Value at the end of the contract term unless Recipient acquires the Solar System by mutual agreement prior to that time.

Provider's Property: The Solar System shall at all times be the property of the Provider unless and until purchased by Recipient.

Tax Benefits: Shall be the property of the Provider.

Electric Energy: The parties agree that Recipient shall be the owner of the power generated by the Solar System.

Local Utility: Ameren

Recipient Information:

Billing Address: 101 W Reed St., Moberly MO 65270

Representative: Greg Hodge

Billing Email: Gregh@cityofmoberly.com

Billing Phone: (660) 269-7637

Provider Information:

Address: 4803 South National, Ste 300, Springfield, MO 65810

Representative: Christina Ott

Email: COtt@GardnerCapital.com

Phone: (417) 447-5517

In the event of any conflict or inconsistency between the terms of this Summary Term Sheet and the Solar Services Agreement to which it is attached, the terms of the Solar Services Agreement shall prevail.

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Solar Services Agreement

This **Solar Services Agreement** dated this 13 day of March, 2019, by and between Moberly Solar, LLC, the Services Provider (also referred to as the "Provider"), and the City of Moberly, MO, the Services Recipient (also referred to as the "Recipient") shall be referred to as the Solar Services Agreement or ("Services Agreement").

WHEREAS, the Recipient is the owner of the real property or grantee to an easement and improvements collectively identified as the Site on the Summary Term Sheet and described in the License Agreement (Exhibit A) executed pursuant to the terms of this Services Agreement; and

WHEREAS, Recipient desires to receive solar electric power from a Solar System but does not feel qualified to design, acquire, operate and maintain such a System; and

WHEREAS, Provider has significant experience in designing, acquiring, operating, and maintaining such Systems, and is willing to provide such a System for Recipient as part of a comprehensive Services Agreement which will include the design, operation and maintenance of such System; and

WHEREAS, the parties further agree that Provider will remain the owner of the Solar System but Recipient will receive all electric power generated by the Solar System and will have total discretion as to how much of the power it uses and when it uses said power (so long as it does not jeopardize the ability of the System to earn federal solar tax credits), or whether it sells any excess power pursuant to a Net Metering Agreement, and that discretion to use power or not use power, shall have no impact on the amount of the Service Fees paid to Provider; and

WHEREAS, Recipient shall not resell any power generated by the System to any other user except its Local Utility pursuant to a Net Metering Agreement; and

Whereas, Provider and Recipient agree that the System will be designed and constructed so that Recipient is the sole and exclusive user of said power and that no other person or entity shall be entitled to access said power and will, in fact, be denied access to said power; and

Whereas, the parties agree that the System will be located exclusively on the property of Recipient; and

Whereas, the parties agree that this contract shall be considered a private contract pursuant to Missouri law and that Provider is engaged in a private business, and that neither party shall attempt at any time to make the power generated by the System available to the public at large or otherwise take any action that would cause the System to be considered one for public use; and

WHEREAS, the parties hereby agree that it is the express intention of the parties that this Services Agreement shall be treated as a Services Contract for federal tax purposes pursuant to Section 7701(e) of the Internal Revenue Code and is not intended to be a lease under federal law.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, Provider and Recipient agree as follows:

Article I. Definitions

Section 1. Definitions.

“Actual Production” means for any period, the actual net energy production measured in kWhac.

“Actual Annual Energy Production” (sometimes referred to as “Actual Annual Production”) means the actual net energy production measured in kWhac produced by the Solar System for a contract year during the term of this Agreement. If the System is taken out of service for any period of time for any reason at the request of Recipient, Production shall include the Production that would have occurred had the System not been taken out of service.

“Actual Energy Consumed” means that portion of the Actual Energy Produced which is used by Recipient as Recipient has complete discretion as to when and how much of the available solar energy it takes from the System so long as it does not request that the System be taken out of service in a manner which would endanger the ability of the project to earn federal solar tax credits and further provided that Recipient pays for all power and Services that could have been provided but for Recipient’s request that it not be.

“Calendar Year” means January 1 through December 31 of each year. The first calendar year shall be a “short” year starting with the Solar Operations date and running through December 31 of that year. It shall also be a “pro-rated” year for determining performance and compliance with the provisions of this contract which are based upon a calendar year.

“Delivery Point” means the delivery point of solar electricity produced by the Solar System within the Site’s electric System on Recipient’s side of the Site’s utility meter.

“Effective Date” means the date this Agreement is signed by all Parties.

“Environmental Attributes” means the characteristics of electric power generation from the Solar System that have intrinsic value, separate and apart from the Energy Output, arising from the perceived environmental benefits of the Solar System, including but not limited to all environmental and other attributes that differentiate the Solar System or the Energy Output from energy generated by fossil fuel based generation facilities, fuels or resources, characteristics of the Solar System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemicals, soot, particulate matter or other substances. Environmental attributes shall include all products of the System other electricity including but not limited to, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment tax credits, tax credits, emission allowances, green tags, tradable renewable credits and any new or addition such attributes created subsequent to the date of this Agreement.

“Event of Default” has the meaning given to it in Sections 15 and 16.

“Fair Market Value” has the meaning given to it in Section 17.

“Force Majeure” has the meaning given to it in Section 24.

“Insolation” means the amount of kWhs per square meter falling on a particular location, as published by the National Renewable Energy Laboratory.

“Interconnection Agreement” means the Interconnection Agreement between the Recipient and its Local Utility.

“kWhac” means a kilowatt-hour of alternating current, electric energy.

“License Agreement” shall have the meaning set forth in the attached License Agreement.

“Local Utility” is the utility company specified in the Summary Term Sheet and means the electric distribution company responsible for electric energy transmission and distribution to Recipient at the Site.

“Local Utility Solar Incentive or Rebate” refers to any solar electric rebate, or other incentive, offered by the Local Utility.

“Local Utility Rebate Application” means the application required by the Local Utility to be filled out by Recipient in order to qualify for and receive any Local Utility Solar Incentive.

“Net Metering” has the meaning provided in Section 386.890 of the Missouri Statutes as well as any other applicable state or federal statutes or rules or regulations, or any subsequent legislation concerning net metering.

Operations and Maintenance Provider (O&M): means the Provider, or any subcontractor who has entered into a contract with Provider, to provide operation and maintenance of the System.

“Option to Purchase” means Recipient’s option to purchase the Solar System from Provider pursuant to the terms set forth in Section 17.

“Permits” shall mean all governmental permits, licenses, certificates, approvals, variances and other required items necessary for the installation, operation and connection of the Solar System.

“Premises” means that portion of the rooftop of a building or other property located on the Site as depicted in the License Agreement, upon which Provider and its agents will have a license for purposes of locating, constructing, installing, accessing and maintaining the Solar System, the location and dimensions of which shall be subject to Recipient’s prior approval.

“Projected Annual Energy Production” (sometimes referred to as “Annual Projected Production” or “Projected Production”) means the amount of kWhac set forth on the Summary Term Sheet and Exhibit B, which is Provider’s best estimate of the annual energy output to be produced by the Solar System at the Site.

“Property” means the Site, Premises and Access Property collectively.

“Performance as Warranted by Provider” has the meaning given to it in Section 12.

“Provider” has the meaning given to it in the Summary Term Sheet and as identified in the Summary Term Sheet and this Agreement.

"PVSyst Report" means a photovoltaic system report setting forth projected production for a specific system at a specific location based on the design and construction of the system and the historic weather patterns.

"PVSyst Analysis Report" means a subsequent inspection and analysis of a system to determine the actual as opposed to projected performance of the system and the causes thereof.

"Replacement of Solar System" means the right of Provider to determine whether any component of the System as a whole should be replaced at Provider's cost so long as any replacement does not adversely affect Recipient. Provider shall be obligated to reimburse Recipient for any economic loss unless the cause of the loss was beyond Provider's control.

"Services Charge or Services Fee" means the payment of \$15,815.36 per month as set forth on the Summary Term Sheet.

"Services" means the "all inclusive" "comprehensive set of services" Provider shall provide to Recipient in order for Recipient to receive the power generated by the System, including but not limited to: (1) the engineering and design of a grid-connected photovoltaic solar electric generating system, consistent with Recipient's goals; (2) analysis of reports or other materials from Recipient whereby Recipient demonstrates that Recipient's roof or other property is suitable for the proposed installation; (3) the acquisition of all components for the Solar System ("materials procurement"); (4) all construction related management services; (5) the construction and installation on Recipient's property of the Solar System; (6) procurement and maintenance of all necessary governmental and third party approvals, including but not limited to the Permits (as that term is defined herein) relating to the Solar System; (7) assisting with the implementing of an Interconnection with the Local Utility and where applicable a Net Metering Agreement; (8) internet monitoring of the System's performance to discover any malfunctions or failures to operate properly; (9) testing of the System's performance to discover any malfunctions or failures to operate properly; (10) maintenance of the System, including repairing the System, all at Provider's sole cost and expense as part of the Services being provided to Recipient, in order that Recipient can receive and use the power generated by the System; (11) receipt of the electric energy generated by the System.

"Site" means the real property and improvements described in the Summary Term Sheet and in the License Agreement executed pursuant to this Services Agreement and described in Exhibit A.

"Solar Operations" will begin on the day in which the entire Solar System can be operated on a sustained basis and Provider is in receipt of all approvals, signoffs and Permits required by any governmental authorities and the Recipient's Local Utility for the generation of solar energy.

"Solar Operations Date" shall be the date upon which the Solar System begins Solar Operations. Provider shall provide Recipient not less than three (3) Business Days prior notice of the Solar Operations Date.

"Solar Services Agreement" means this Agreement, including, any Exhibits or Schedules attached hereto.

“Solar System” means the electric power generation as well as the electric power generation equipment, including, without limitation, solar panels, mounting racks, brackets, substrates or supports, power inverters and micro-inverters, optimizers, equipment, metering equipment, controls, switches, connections, conduit, wires and other equipment connected to the Delivery Point, installed by Provider on the Site for the purposes of allowing Recipient to receive the electric power produced by the System and for the purpose of providing Provider with the ability to provide the additional and related services under this contract.

“System” means the cumulative services of providing the electric power and the Solar System.

“Term” shall commence as of the Solar Operations Date and shall continue for 20 years unless this Services Agreement is sooner terminated pursuant to its terms.

“Transfer” has the meaning given in Section 13.

Section 2. Terms of Agreement

The recitals and the definitions section shall be considered part of the terms of this Agreement. In event of a conflict in terms or provisions, the body of the Agreement (Section 3 through the end) shall control over the definitions section and both the body of the Agreement and the definitions section shall control over the recitals.

Section 3. Solar Services Agreement

The parties to this Agreement hereby agree that it is the express intent of the parties that this Services Agreement shall be treated as a Services Contract for the purposes of federal tax law and specifically for the purposes of Section 7701 (e) of the Internal Revenue Code and is not intended to be interpreted as a lease under federal law. Any provision inconsistent with, or in conflict with the purpose of Section 7701 (e) shall be disregarded and considered void ab initio, with the remaining terms of the contract being preserved and enforceable.

Section 4. Exclusive Use of Power and Services to be Provided

Provider agrees to provide Recipient with the exclusive access to, and use of, the electric power generated from the Solar System. No person or entity not a party to this contract shall have access to said power or use of said power, such access and use being specifically prohibited under this contract. Resale of the power generated by the System is prohibited except for any Net Metering Agreement between Recipient and its Local Utility. The parties further agree that installation of the Solar System is necessary to carry out the purpose of this Agreement and allow Provider to provide the full range of services contemplated by this Agreement.

Section 5. Payment for Services

- (a) Commencing on the Solar Operations Date and on the first (1st) day of each successive calendar month thereafter, during the Term, Recipient shall pay Provider, in advance, the monthly Services Charge of \$15,815.36 for such month. The first payment will be prorated in the event it is for a partial month. The Services Fee shall be adjusted each January 1 to reflect an increase of 0.00 over the previous year’s Services Fee.

- (b) On or before the fifteenth (15th) day of January of each year during the Term, Provider shall prepare and submit to Recipient a statement setting forth the Actual Annual Energy Production for the preceding calendar year in order that any adjustment in the payment for Services can be made pursuant to Section 12.
- (c) The payment for Services shall be made without regard to the actual consumption of electricity by Recipient. Recipient may use all or a portion of the capacity of the Solar System or may periodically request that the Solar System be taken out of operation or its capacity limited. In such case Recipient shall pay for the Services provided based on what the production of the System would have been but for any requested interruption of, or reduction in, Services.

Section 6. Local Utility Incentives - Rebate

The Recipient is entitled to all rights, title and interest in and to the Local Utility Solar Incentive (rebate) with the Local Utility, or any other local incentive provided by said Local Utility. The risk of the Local Utility Solar Incentive being or becoming unavailable (in whole or in part) shall be borne solely by Recipient.

Section 7. Other Solar Incentives

- (a) All federal solar tax credits, accelerated depreciation and other federal income tax attributes relating to, or arising from the Solar System, shall be owned by, and inure solely to the benefit of Provider with the exception of SRECS which may be allocated to the Local Utility as part of the Net Metering or Interconnection Agreements.
- (b) All certification or points toward certification under the Leadership in Energy and Environmental Design (LEED) program or any similar program for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions arising from the Solar System shall be owned by and inure solely to the benefit of Recipient.

Section 8. License Agreement

Simultaneously with the execution of this Services Agreement, Provider and Recipient shall execute the License Agreement attached hereto as Exhibit A pursuant to which Provider will have a license over and across the Access Property and the Premises for purposes of locating, accessing, constructing and maintaining the Solar System, all as more particularly set forth in the License Agreement.

Section 9. Installation, Operation and Ownership of the Solar System

- (a) Pursuant to the License Agreement and this Section 9, Recipient hereby consents to the installation of the Solar System on the Premises, including, without limitation, solar panels, mounting racks, brackets, substrates or supports, wiring and connections, power inverters, equipment, metering equipment and utility interconnections. Such installation shall be made in compliance with all approved plans and Permits. Recipient shall

participate in the process of determining the size and production capabilities of the system and shall give notice of consent after reviewing the plans for safety and location on its premises but shall not otherwise participate in the actual engineering or design of the System. Such approval process shall not exceed thirty (30) days.

- (b) Provider shall cause (i) the installation of the Solar System to be completed in a good and workmanlike manner in accordance with generally accepted installation techniques, and (ii) the Solar System to begin Solar Operation on or before the Solar Operation Date specified in the Summary Term Sheet, or as soon as reasonably practicable thereafter, subject in all events to Force Majeure. Recipient hereby agrees to execute and deliver all documents that are reasonably necessary for Provider to complete the installation of the Solar System and Provider agrees to reimburse Recipient for all costs (other than legal costs and fees) reasonably incurred by Recipient in connection with the review and execution of such documentation. Provider shall ensure that its installation of the Solar System does not, through any failure on its part to properly install the system, adversely affect or impair any roof warranty inuring to the benefit of the Recipient. Recipient shall ensure that its roof system is capable of supporting the System and that a proper installation of the System will not void any warranties. Provider shall comply with all applicable laws governing the installation of the Solar System.
- (c) Provider shall be responsible for all costs and the performance of all tasks required for installation, maintenance and operation of the Solar System in accordance with all published specifications, the requirements of the Local Utility's Net Metering and Interconnection Agreement, and the terms of this Services and the License Agreement. Upon execution of this Services and the License Agreement, Provider shall commence pre-installation activities relating to the Solar System, which shall include, without limitation, obtaining all Permits, contracts, and Agreements required for the installation of the Solar System and preparation of all applications required for utility interconnection of the Solar System. Recipient agrees to cooperate with respect to any action Provider must take in the preparation of all applications and agreements required for such utility interconnection, including but not limited to executing and delivering any and all documentation requested by Provider that is reasonably necessary to effectuate such interconnection at Provider's expense and further provided that Provider reimburses Recipient for all costs reasonably incurred by Recipient in connection with taking any such action (other than legal costs and fees).
- (d) Ownership of the Solar System, and all improvements placed on the Premises by Provider shall remain the absolute property of the Provider unless or until, an Option to Purchase is exercised at the expiration of the term of this Agreement or the parties reach a mutually agreeable contract for sale of the System subsequent to year 7. Absent Recipient's exercise of its Option to Purchase, or a mutually agreeable contract for sale, ownership of the Solar System and all improvements placed on the Premises by Provider shall remain with and belong to Provider and shall be removed by Provider at Provider's expense within thirty (30) days of expiration of this Services Agreement and Provider shall, at its

sole cost and expense, repair any and all damage caused by such removal. Recipient shall provide Provider with reasonable access to perform such removal.

- (e) During the Term, Provider shall be solely responsible for the operation, repair and maintenance of the Solar System. Neither the Recipient or any of its agents, representatives, affiliates, or employees shall physically engage with or come into contact with any portion of the Solar System (except in an emergency), nor shall they in any way attempt to affect its operation, attempt any repair or maintenance of the System, or attempt to alter or upgrade it in any way. Recipient shall have no possessory rights in the Solar System.
- (f) As part of the monitoring of the System, the Operations and Maintenance provider (O&M Provider) will monitor and respond to outages within four (4) days and shall use good faith and best efforts to repair the System within said four (4) days. However, if such repairs cannot be reasonably made within said four (4) days then the O&M Provider shall be allowed a reasonable time to complete the repairs so long as it is diligently pursuing said repairs. Said provider shall also report the status of any System malfunctions or necessary repairs within (4) days of the occurrence.
- (g) The O&M Provider shall take commercially reasonable measures to notify Recipient and Provider, of any actual or anticipated material adverse events within 48 hours of the time when the O&M provider first knew or should have known of such event or the likelihood of such an event occurring.
- (h) Upon discovery of a condition or event that the O&M Provider believes is both (i) reasonably likely to result in a material adverse event (material adverse event being defined as an event that results in or is likely to result in a reduction of 20% or more in of production of the System during the calendar month in which said event occurs) or material injury to third parties; and (ii) avoidable or susceptible to mitigation through the O&M Provider's commercially reasonable actions, then the O&M Provider shall, within a commercially reasonable time under the circumstances, dispatch personnel and otherwise use commercially reasonable efforts to safely and prudently mitigate such material adverse event or injury to third parties. The O&M Provider shall notify Recipient and the Owner as soon as circumstances dictate or reasonably allow.
- (i) Recipient shall give Provider the necessary information, and shall provide reasonable notice, if Recipient desires to change the operation of the System to affect such matters as, reducing the available energy generated by the system at given times, taking the system off-line, putting it back on-line or other reasonable actions related to its operation, provided such actions would not affect the entitlement to federal solar tax credits and with the understanding that such actions will not affect the Monthly Services Charges. Any changes pursuant to this subparagraph shall be implemented solely by Provider.

- (j) Provider may temporarily shut the System down for safety reasons and for any necessary maintenance or repair. As part of a temporary shutdown Provider may disconnect the interconnection with the Local Utility. During any such shutdown that is not caused by Recipient or Recipient's actions, Recipient is entitled to suspend any payment for Services.
- (k) Provider shall not be responsible for any Hazardous Materials encountered at the Site unless said Hazardous Materials were brought onto the Site by Provider. Otherwise, any Hazardous Materials on the Site shall be the sole responsibility of the Recipient, and the Recipient shall indemnify and hold Provider harmless from any liability in connection therewith including costs and attorney's fees in the event Provider is included in any legal action involving such Hazardous Materials. Provider shall also be entitled to terminate the contract without further liability in the event Hazardous Materials are discovered on the Site.
- (l) Recipient shall notify Provider of any knowledge it obtains that suggests that the System is not operating properly, is malfunctioning, or has in any way been damaged.
- (m) Provider may subcontract others to provide any of the services or to fulfill any of its obligations under this Agreement but shall remain primarily liable for the performance of this contract.

Section 10. Improved Efficiencies to the System

In the event Provider is able to introduce operating efficiencies or technological improvements to the System or any of the Services provided hereunder, the Services Fee will not be reduced. Any such improvements shall be at the sole cost of the Provider and for the sole economic benefit of the Provider.

Section 11. Metering – Net Metering

Provider shall assist Recipient in coordinating with the Utility regarding the installation and maintenance of a separate bi-directional meter to permit Recipient to buy and sell power from and to the Local Utility, if applicable. Recipient agrees that it will not resell any power generated by the System to any person or entity other than the Local Utility.

Provider shall monitor production of power from its System and shall install any necessary equipment to enable the proper monitoring of the System and the measurement of power produced by the System.

Section 12. Provider's Warranty of the System and the Performance of the System and Adjustments to Services Fee

It is the intention of the parties that Recipient pay only for Services received and that Recipient not pay for any Services not received. The Parties further understand that solar systems in general will vary in their production of power due to factors outside the control of the parties (e.g. weather) and that while the Annual Production of a System may be estimated or projected, it is difficult to establish the reasons why projected and actual production may vary. For this reason,

the parties agree to define "compliance" or "acceptable performance" within certain parameters. Production may exceed 100% of projected production at times and at other times may fall below 100%. The Parties agree that so long as the System is producing 95% or more of the estimated or Projected Power then the Solar System and Services being performed are satisfactory under the contract and that the Recipient is not paying for Services not received. Provider is the owner of the Solar System and responsible for the maintenance and repair of said System and the provision of other Services. The Solar System and the maintenance and repair of the Solar System as well as all other Services to be provided by Provider shall be jointly referred to as the *System* (*System* meaning the combination of the Solar System and all other Services to be provided under this contract including the power generated by the System).

- (a) So long as the Solar System is producing power on an annualized basis, at 95% or more of Projected Annual Production, the *System* will be considered as performing in a satisfactory manner and in compliance with this Agreement since variations of 5% or more in production are common among such facilities and can occur for a number of reasons which are not the "fault" of the Solar System or the Provider (e.g. unusual or unexpected weather patterns being the most common cause for fluctuations in the system's generation of power).
- (b) If Actual Annual Production is below 95% of Projected Annual Production, Provider shall thoroughly test the System to determine the cause of any discrepancy between Projected Production and Actual Production. If the fault lies with the Solar System or the Provider, the Provider shall have the right to take whatever action is necessary and reasonably possible, to boost the production of the Solar System so that it performs at no less than 95% of Projected Annual Production.
- (c) Recipient shall be entitled to an adjustment payment from Provider or, at Recipient's election, a credit against future Service Fees if the System performs at less than 95% over a two-year period. Said payment or adjustment shall be made in January of the year following the failure to perform period.
- (d) Because solar array systems inherently have some variation in performance, the parties agree, that in order to determine any adjustment payment or credit against future Services Fees, the parties will average the Actual Annual Production of the System over a two-year period to determine the extent of any shortfall in production and any adjustment in the Services Fee due. The production shall always be determined by taking the average of the current year's Actual Annual Production and the previous year's Actual Annual Production. By way of example, if the System performs at 95% for the first year and at 97% for the second year, the production for said two-year period would be considered to be 96% and no adjustment would be due. If the System performs at 95% for the second year and 90% for the third year, then the actual production for the two-year period would be considered to be 92.5%. Recipient would be entitled to a credit of 2.5% of the Projected Annual Production for said two-year period and Provider would pay recipient 2.5% of the Projected Annual Production for said two-year period (the System

being warranted to perform at 95% of Projected Annual Production). Provider shall have the right, at any time, to have a photovoltaic System study (PVSyst Analysis Report) performed by an independent expert to determine the cause of any shortfall in production.

- (e) In order to determine the amount of any reimbursement due to Recipient due to the failure of the System to perform and 95% or more of Projected Annual Production for any two-year period, the parties agree that the value of the lost energy for the entire term of the contract will be \$0.1476 kWhac (“energy value component”). Next the parties shall take the projected kilowatt hours for the two-year period in question and multiply that number times the energy value component. By way of example, if Actual Production was 92.5% for the period in question then the adjustment would be determined by calculating the total value of projected Annual Production and multiplying that number times 2.5% (the extent to which Actual Production was less than the warranted performance of the System – the System is warranted at 95%). In this example, 2.5% of the Projected Annual Production for the two-year period would be paid by Provider to Recipient or credited against future Services Fees, at Recipient’s choice.
- (f) Notwithstanding the forgoing, if Provider can show that the loss of production was through no fault of its own, but rather was due to some other cause beyond its control (e.g. Recipient letting trees grow to the point where they are partially blocking the sun, requesting a temporary shutdown of the System), then the loss of production from such cause must first be added back to the Actual Production to determine the extent of any Actual Production shortfall. The burden of establishing that the shortfall was due to factors beyond the control of Provider shall be on the Provider.
- (g) The parties also acknowledge that the solar panels and other components of the System will naturally degrade over time and that actual performance will decrease and the performance warranted by Provider will be adjusted correspondingly pursuant to and according to Exhibit B. The warranted performance for the first 5 years is 95% of Projected Annual Production. For years 6-10, the warranted performance will be 92% of the original Annual Projected Production. For years 11-15, the warranted performance shall be 89% of the original Annual Projected Production. For years 16-20 the warranted performance shall be 86% of the original Annual Projected Production. All other provisions of this Section shall apply to the duties of the Provider and the remedies of the Recipient except that the baseline performance levels required and warranted will be as adjusted as set forth in this paragraph.
- (h) The sole remedy for failure of the system to meet its projected production pursuant to this section shall be an adjustment in the amount of the Services payment as provided in this Section or the payment by Provider of an adjustment payment.

Section 13. Transfer by Recipient of rights under Services Agreement or Property Interests

- (a) Recipient hereby covenants and agrees that Recipient shall not sell, service, assign, mortgage, pledge or otherwise alienate or encumber (collectively, a “Transfer”) its rights to receive Services (“Services Interest”) in the *System* without the prior express written consent of Provider which such consent shall not be unreasonably withheld under the circumstances provided any such transfer would not jeopardize entitlement to the federal solar tax credit.
- (b) Recipient shall give Provider at least sixty (60) days written notice of any intent to Transfer of all or a portion of the Site, identifying the transferee, the portion of the Site to be transferred and the proposed date of the transfer. No such transfer will occur without the prior express written consent of Provider which such consent shall not be unreasonably withheld under the circumstances provided any such transfer would not jeopardize entitlement to the federal solar tax credit or the ability of the Provider to perform its duties under this contract.
- (c) Recipient agrees that this Services Agreement and the License Agreement shall run with the Site and survive any Transfer of the Site and that Recipient shall remain responsible for all Services Fees to be paid hereunder unless the parties as part of any transfer agree otherwise. Recipient represents and warrants that as of the date of this Services Agreement, Recipient owns the Site free and clear of any mortgage or deed of trust encumbering the Site as security for indebtedness (a “Mortgage”).
- (d) Prior to executing any Mortgage encumbering the Site, Recipient agrees to obtain a written subordination agreement from its lender(s) expressly stating that such lender’s interest in the Site is subordinate to Provider’s ownership of the Solar System, and subordinate to this Services Agreement and the License Agreement. In the event Recipient does not obtain such a written subordination agreement, Provider shall have the right to terminate this Services Agreement by providing written notice of termination to Recipient and seek damages for the Services it was unable to render as a result of said breach as well as the right to remove the System and seek damages
- (e) Recipient guarantees all payments due for Services under the Services Agreement and shall be obligated to make all such payments in the event Recipient transfers any property or rights to any third party or otherwise ceases to own the property or Site in question or any lien or claim against the property arises due to the actions of the Recipient.
- (f) Provider shall have the right to transfer ownership of its interest in the System, subject to the prior approval of Recipient, which consent shall not be unreasonably withheld.

Section 14. Relocation or Replacement of the Solar System

- (a) If Provider and Recipient determine the Solar System must be relocated to an alternate location at the Site during the Term, then upon such relocation the obligations of the Parties shall remain as set forth in this Services Agreement; provided, however, that notwithstanding the foregoing, neither party shall take any action that would cause the Solar System to be taken out of service for federal income tax purposes to the extent it would affect the eligibility of the System to earn federal solar tax credits. In the event of such a relocation, the Party requiring the relocation shall be responsible for all associated costs of removal and reinstallation; and the Parties agree to execute an amendment to this Services Agreement and License Agreement to modify the location of the System and the access to the System by Provider.
- (b) If temporary removal of the Solar System is required at Recipient's request due to Site work unrelated to the Solar System, Recipient is responsible for all associated costs of removal and replacement, which removal and replacement shall be performed by Provider at Provider's then-prevailing rates for such service. During any period while the Solar System is off-line in connection with relocation, at the request of Recipient, Recipient shall continue to be responsible for all Services Fees due hereunder. Otherwise Recipient shall be relieved of the obligation to pay Services Fees during any period the System is out of service.
- (c) Recipient agrees, at the request of Provider, and if within the reasonable control of Recipient, at Recipient's sole cost and expense, to promptly remove any interference with the Solar System's insolation and access to sunlight, as such access exists as of the Solar Operations Date. Any such interference with the Solar System's insolation or access to sunlight will cause a decrease in production and shall not be the responsibility of the Provider and the production lost as a result will be added to the Actual Production for any year affected thereby.
- (d) Recipient agrees that it will use commercially reasonable efforts to make available a wireless internet connection at all times during the Term, sufficient for Provider to remotely monitor the Solar System.

Section 15. Default by Recipient and Provider's Remedies

It is the intent of the parties to preserve this contract in the event of a breach or default which is not so material that it would justify invoking the remedy of termination. Any default which would justify termination shall provide a minimum of 10 days to cure and if a cure is not reasonably possible within 10 days, then a reasonable period of time, so long as the party in default is diligently pursuing a cure and such cure period does not substantially and materially prejudice the other party.

- (a) With respect to Recipient, there shall be an "Event of Default" if:
 - (i) Recipient fails to pay any amount due under this Services Agreement, and such failure continues for ten (10) additional days after receipt of written demand from

Provider (the cure period shall be extended for 20 additional days so long as the default in payment has not occurred more than 2 times per year);

- (ii) Recipient is in breach of any representation or warranty set forth herein or fails to perform any material obligation set forth in this Services Agreement and such breach or failure is not cured within thirty (30) days after written notice from Provider;
- (iii) Recipient is in violation of any other material term of this Agreement;
- (iv) A court of competent jurisdiction enters an order, including an order of bankruptcy or similar proceeding, judgment, or decree appointing a receiver of the whole or any substantial part of such Recipient's assets, and such order, judgment or decree is not vacated or set aside or stayed within 90 days from the date of entry thereof or is otherwise modified in such a manner that it is not materially prejudicial to the rights of the Provider; or
- (v) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Recipient's assets and such custody or control is not terminated or stayed within 90 days from the date of assumption of such custody or control, or such other action is taken that renders such default not materially prejudicial to the rights of the Provider.
- (vi) Upon the occurrence of any material Event of Default (as set forth above including the expiration of all applicable grace periods), Provider shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Provider of any other right of remedy allowed it by law:
- (vii) Provider may terminate this Services Agreement and the License Agreement by giving to Recipient notice of Provider's election to do so, in which event the Term of this Services Agreement and the License Agreement shall end, and all right, title and interest of Provider and Recipient hereunder shall expire on the date stated in such notice. In such event, Provider shall have the right to remove the Solar System from the premises as provided for herein, except that Recipient shall be responsible for and Provider shall be entitled to collect from Recipient, Provider's reasonable cost of removal of the Solar System from the premises and all amounts due or to become due in the future under the Services Agreement; or Provider may enforce the provisions of this Services Agreement and may enforce and protect the rights of Provider hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including

recovery of all moneys due or to become due from Recipient under any of the provisions of this Services Agreement.

Section 16. Default by Provider and Recipient's Remedies

It is the intent of the parties to preserve this contract in the event of a breach or default which is not so material that it would justify invoking the remedy of termination. Any default which would justify termination shall provide a minimum of 10 days to cure and if a cure is not reasonably possible within 10 days, then a reasonable period of time, so long as the party in default is diligently pursuing a cure and such opportunity does not substantially and materially prejudice the other party.

(a) With respect to Provider, there shall be an "Event of Default" if:

- (i) Provider, after notice from Recipient, that it has failed to maintain the Insurance required under this Agreement, fails to cure such default within a reasonable period of time;
- (ii) Except as otherwise provided, Provider fails to achieve Solar Operations within a reasonable period of time following the projected Solar Operations Date and fails to cure such default within a reasonable period of time, it being understood that the Solar Operations date is an estimate of the date the System will reach operational status;
- (iii) Except as otherwise set forth in this Section, Provider is in breach of any representation or warranty set forth herein or fails to perform any material obligation set forth in this Services Agreement or the License Agreement, and such breach or failure is not cured within thirty (30) days after written notice from the Recipient; provided, however, that the cure period shall be extended by the number of days during which the Provider is prevented from taking curative action solely by Force Majeure, or if such breach cannot be remedied within such thirty (30) day period, there shall be no default hereunder so long as the Provider commences a cure of such breach within such 30-day period and diligently prosecutes same to completion;
- (iv) A court of competent jurisdiction enters an order, including an order of bankruptcy or similar proceeding, judgment, or decree appointing a receiver of the whole or any substantial part of such Recipient's assets, and such order, judgment or decree is not vacated or set aside or stayed within 90 days from the date of entry thereof or such order or the facts establish that such order or proceeding is not materially prejudicial to the rights of the Recipient; or

- (v) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of Recipient's assets and such custody or control is not terminated or stayed within 90 days from the date of assumption of such custody or control or such order is otherwise modified or under the facts it is not materially prejudicial to the rights of the Recipient.
- (vi) Upon an Event of Default by Provider, Recipient may pursue any of its available remedies at law or in equity, including self-help. Without limiting the foregoing, Recipient's remedies expressly include the following: (a) to terminate or suspend this Services Agreement with respect to all obligations arising after the effective date of such termination or suspension; (b) to bring suit for the collection of any amounts for which Provider is in default, seek injunctive relief, or seek specific performance for any other covenant or agreement of Provider, without terminating this Services Agreement, (b) to bring suit against Provider for reimbursement of the amounts reasonably expended by Recipient including costs and reasonable attorney's fees. In addition, Recipient shall have the right to offset against any payments payable by Recipient hereunder until all costs are reimbursed in full. Recipient may not terminate this Agreement or take any action during the first five (5) years that would result in the loss of federal solar tax credits unless its rights hereunder cannot be satisfied through the payment of money or the collection of damages through legal action.
- (vii) Recipient has the right to suspend the payment of Services Fees during the period of any material breach of the contract by the Provider.

Section 17. Option to Purchase

Provided no material default of Recipient shall have occurred and be continuing, Recipient may purchase the Solar System at the expiration of this Agreement, on the following terms and conditions:

The Recipient must give Provider written notice of its intent to exercise the Option at least ninety (90) days prior to the expiration of the Agreement. If Recipient exercises such Option, the purchase price shall be the Fair Market Value of the Solar System. However, the parties may also negotiate a mutually agreeable purchase price following year seven (7) of the Agreement. For the purposes of this Agreement, "Fair Market Value" of the Solar System may be determined by mutual agreement, within 30 days of the exercise of the option. Within said 30-day timeframe, or a reasonable period of time thereafter, the Parties, after consulting with a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry, shall attempt to agree as to the Fair Market Value of the System on an installed and operating basis. If the Parties cannot reach an agreement within said 30-day period, then the parties shall agree on a different appraiser who is a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine Fair Market Value. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the

Solar System on an installed and operating basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of manifest error or fraud. The costs of the appraisal shall be borne by the Parties equally. If either party believes in good faith that the appraisal was the product of manifest error or fraud then they may seek relief in a Missouri court having jurisdiction where the property is located.

The closing of the sale and purchase of the Solar System pursuant to the Option or pursuant to Agreement, shall take place on the earlier of the thirtieth (30th) day after the Purchase Price for the Solar System is determined pursuant to this Section 17, or the expiration of the Option Period.

At closing, Recipient shall pay Provider an amount equal to the Fair Market Value in immediately available funds, and Provider shall assign its entire right, title and interest in and to the Solar System, including any remaining manufacturer's warranties for PV modules, inverters, or other components to Recipient free and clear of any liens created by the Provider with respect to the System.

The parties represent and warrant to one another that there has been no discussion that would lead either party to conclude that the option "will" be exercised, only that there will be an option and that the decision whether to exercise the option will depend on the facts and circumstances that exist at the time the option is capable of being exercised by the Recipient.

Section 18. Casualty

- (a) If the Solar System is damaged or destroyed by fire, theft or other casualty, Provider and Recipient shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Provider, using the proceeds, shall within one hundred and twenty (120) calendar days after the insurance proceeds become available to Provider, cause the Solar System to be repaired, restored, replaced or rebuilt to substantially the same condition as existed immediately prior to the damage or destruction (the "Restoration Work").
- (b) Until such time as the Restoration Work is completed, the Services Fee hereunder shall be abated.
- (c) Notwithstanding the foregoing, in the event of substantial damage or destruction by casualty (i) which damage Recipient and Provider in good faith mutually determine is such that the reconstruction of an economically viable Solar System is not practicable, either because (a) the insurance proceeds made available to Provider are not sufficient to repair such loss or damage, or (b) such reconstruction cannot be carried out under applicable legal requirements, including then-current building or zoning laws, or (ii) which damage occurs during the last three (3) years of the Term, then Recipient shall have the right to terminate this Services Agreement.
- (d) It is the intent of the parties that the Recipient shall have no liability nor suffer any economic loss as a result of damage to the equipment absent intentional or negligent

misconduct on the part of Recipient which is not covered by insurance and the provisions of this Section shall be construed to accomplish that objective.

- (e) Recipient shall provide reasonable on-site security to prevent damage or destruction to the System by third parties lawfully occupying its property or as a result of trespassers entering onto the property and causing damage to the System. Recipient shall indemnify and hold Provider harmless from any such damage or loss if it is negligent in discharging this duty.

Section 19. Representations and Warranties; Covenants of the Parties

- (a) Each Party represents and warrants to the other Party that (a) such Party is duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Services Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Services Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary company, organizational or governmental action; (c) this Services Agreement is a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms; (d) to such Party's knowledge, no governmental approval (other than any governmental approvals which have been previously obtained or disclosed in writing to the other Party) is required in connection with the due authorization, execution and delivery of this Services Agreement by such Party or the performance by such Party of its obligations hereunder; and (e) neither the execution and delivery of this Services Agreement by such Party nor compliance by such Party with any of the terms and provisions of this Services Agreement conflicts with, breaches or contravenes the provisions of such Party's organizational documents or any rule, regulation or law. Recipient covenants that Recipient has lawful title to the Property and the Premises and full right to enter into this Services Agreement. Recipient will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Solar System or its function (including activities that may adversely affect the Solar System's exposure to sunlight), without Provider's prior written consent, or which would affect either party's ability to perform its obligations hereunder.
- (b) Each of Provider and Recipient hereby represents and warrants to the other party that there are no actions, suits or proceedings pending, or to such party's knowledge, threatened against or affecting such party or the Property, at law or in equity, or before any governmental authority, and, to such party's knowledge, it is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority, which, if adversely determined, would have a material adverse effect on the ability of such part to perform its obligations hereunder.
- (c) Neither Recipient nor Provider shall directly or indirectly cause, create, incur, assume or suffer to exist any pledge, lien (including mechanics', labor or material man's lien), charge,

encumbrance or claim on or with respect to the Solar System or any interest therein. Each party shall also promptly pay before a fine or penalty may attach to the Solar System any taxes, charges or fees of whatever type of any relevant governmental authority for which such party is responsible. If either party breaches its obligations under this Section, it shall immediately notify the other party in writing, shall promptly cause such liens to be discharged and released of record without cost to the other party, and shall indemnify the other party against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such liens.

- (d) Notwithstanding the foregoing, it is understood that Provider will finance the System and that liens against the System for said financing are specifically permitted. Recipient shall fully cooperate with Provider in connection with such financing including but not limited to providing statements and opinions of counsel that Provider is currently in compliance with all provisions of the Agreement and that Recipient is likewise in compliance with all terms of the Agreement including but not limited to all representations and warranties contained within the Agreement.
- (e) Each party agrees to promptly provide the other party with a copy of any default notices that it received from any of its lenders or other party holding a mortgage, deed of trust or security interest in the Site or the Solar System.
- (f) Each party agrees that it will take no action that would cause the Solar System to lose its eligibility for the federal solar tax credit and shall be responsible for any damages resulting therefrom.
- (g) Recipient represents and warrants that any building upon which solar panels and the associated equipment is placed shall be appropriate for the placement of said equipment and that the building is in a condition which will support said equipment for the Term of this agreement.
- (h) Recipient represents and warrants that any land or building upon which solar panels and the associated equipment is placed shall be appropriate from a geotechnical standpoint; that any such property is not located in a floodplain; that any storm water permits have been obtained or that the property in question is not subject to any such storm water permits; that no encroachment on the property in question has been permitted, authorized or exists at the time this contract is executed; that Recipient has reviewed each location for the placement of solar panels and the associated equipment and has determined that its location will not fall within any easement that could disrupt the operation of any part of the System or require any part of the System to be temporarily or permanently shut down or removed; that there are no additional permits or governmental permissions required for the installation of the System; that there are no defects or flaws in Recipient's title to the property which would in any way affect the

operation of the System or any part thereof or require that the System or part thereof be shut down or taken out of Service for any period of time or removed or relocated.

- (i) Recipient further represents and warrants that it will not permit any action to be taken by any party which would in any way affect the operation of the System, or otherwise cause any part of the System to be shut down or taken out of operation for any period of time and that Recipient will take any necessary action, including legal actions, to prevent any adverse effect on the operation of the System including preventing or eliminating or terminating any condition that would adversely affect the operation of any part of the System or would cause any part of the System to be shut down or taken out of service for any period of time.
- (j) Recipient further agrees to indemnify and hold Provider harmless from any breach of any representation or warranty contained within this section and agrees that if there is any breach of any representation or warranty in this section that would interfere with the operation of the System, or any part thereof, Recipient shall not be relieved of its obligations to pay the Services Fees set forth in this Agreement during the Term of this Agreement.

Section 21. Indemnification; Insurance

- (a) Provider and Recipient (each, in such case, an "Indemnifying Party") shall indemnify, defend and hold the other Party and its employees, directors, officers, managers, members, shareholders and agents (each, in such case, an "Indemnified Party") harmless from and against any and all third party claims, suits, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees) including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) to the extent caused by the Indemnifying Party's (i) material breach of any obligation, representation or warranty contained herein and/or (ii) negligence or willful misconduct.
- (b) Provider shall maintain during the Term of this Services Agreement, with Recipient named as additional insured therein, as its interest may appear, for the duration of this Services Agreement, the insurance coverage outlined in (1) through (7) below:
 - (1) Worker's Compensation coverage as provided under Missouri Law.
 - (2) Comprehensive or Commercial General Liability (including premises-operations; independent contractors protective, products and completed operations; broad form property damage).
 - (3) Bodily Injury: \$1,000,000 per occurrence.
 - (4) Property damage: \$2,000,000 per occurrence.
 - (5) Products and completed operations to be maintained for one (1) year after the final payment: \$2,000,000 per occurrence/aggregate.
 - (6) General aggregate: \$2,000,000.
 - (7) Damages to Service Feed Premises: \$1,000,000 per occurrence.

Property Insurance (“All Risk” coverage) equal to at least 100% of the replacement cost covering the Solar System, and all other improvements placed by Provider on the Premises.

Section 22. Waiver and Attorney’s Fees

- (a) Any waiver at any time by either Party of its rights with respect to an Event of Default under this Services Agreement or with respect to any other matters arising in connection with this Services Agreement, shall not be deemed to be a waiver with respect to any subsequent default or other matter. Any waiver under this Services Agreement must be in writing.
- (b) The prevailing Party in any action to enforce this Services Agreement shall be entitled to recover its reasonable attorneys’ fees and costs of collection from the non-prevailing Party.

Section 23. Change in law or Interpretation of law

If after the Solar Operations date, Provider determines that a Change in Law has occurred or will occur, or that an interpretation of current law has occurred or will occur, that has or will have a material adverse effect on Provider’s rights, entitlements, obligations or costs under this Agreement, then provider may notify the Recipient in writing of such Change in Law. Within 30 days following receipt by the Recipient of such notice, the parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both parties. If the parties are unable to agree on such amendments within said 30 days, then the Provider may terminate this Agreement and remove the System without either party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination. If a Change or Interpretation in Law renders this Agreement or Provider’s performance under this Agreement either illegal or impossible, then Provider may terminate this Agreement immediately upon notice to Recipient without either party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination. For the purposes of this Agreement Change in Law or Interpretation of Law means, after the date of the execution of this Agreement, (i) the enactment, adoption promulgation, modification or repeal of any applicable law or regulation, (ii) the imposition of any material conditions on the issue of the renewal of any applicable permit, (iii) a change in any law that would in any way materially impact performance by either party under this Agreement or any Interpretation of Law that would have the same effect. In the event this contract is determined to subject Provider to regulatory jurisdiction, the parties agree to act in good faith in an attempt to restructure the contract in a manner that preserves the economic value to both parties.

Section 23. Memorandum of Services Agreement

Either Party may record in the real estate records for the jurisdiction in which the Site is located a memorandum of this Services Agreement setting forth the Parties hereto and the Term with the specific form of such agreement to be subject to the reasonable approval of the parties.

Section 24. Force Majeure

- (a) In the event either Party is delayed in or prevented from performing or carrying out its obligations under this Services Agreement by reason of any cause beyond the reasonable control of, and without the fault or negligence of, such Party (an event of "Force Majeure"), (other than causes insured against) such circumstance shall not constitute an event of default, and such Party shall be excused from performance hereunder and shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from, or arising out of, such delay or prevention; provided, however, that the Party encountering such delay or prevention shall use commercially reasonable efforts to remove the causes thereof (with failure to use such efforts constituting an event of default hereunder). The settlement of strikes and labor disturbances shall be wholly within the control of the Party experiencing that difficulty.
- (b) As used herein, the term "Force Majeure" shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) terrorist acts affecting the Site, (v) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long term calibrated and appropriate weather station representative of the Site, (vi) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vii) requirement by Local Utility that the Solar System discontinue operation for any reason, (viii) appropriation or diversion of electricity by sale of order of any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this Services Agreement (including, without limitation, an unstayed order of a court or administrative agency having the effect of subjecting the sales of Energy Output to federal or state regulation of prices and/or services). Economic hardship of either Party shall not constitute a Force Majeure under this Services Agreement nor shall any change in the Internal Revenue Code or loss of any tax credit associated with the Solar System.

Section 25. Records

Each Party hereto shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Services Agreement. Each Party shall have the right to examine all such records insofar as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

Section 26. Notices

All notices required or permitted to be given hereunder shall be in writing, and shall be given: (1) by email of a PDF (so long as notice is also given on the same date by one of the other notice methods), or (2) by personal delivery, or (3) by United States Certified Mail, Return Receipt Requested, postage prepaid; at the addresses of the parties set forth in the Summary Term Sheet, or at such other address as any part hereto entitle to notice may register with the other party by like notice. All notices shall be deemed given and effective on the date sent, or transmitted, or

deposited in the U. S. Mail, or delivered to the delivery, whichever is applicable. However, where applicable, the time period for responding to a notice shall commence from the date of actual receipt thereof. The part providing notice shall also take reasonable actions to contact the other party in person within 5 days of sending such notice to ensure such notice was received.

Section 27. Assignment by Provider

Provider may upon written notice, without the need for consent from Recipient, (i) transfer, pledge or assign this Services Agreement and/or the License Agreement, or Solar System, as security for any financing or to an affiliated special purpose entity created for the financing or for tax credit purposes related to Solar System, provided Recipient's property is in no event encumbered; (ii) transfer or assign this Services Agreement and/or the License Agreement to any person or entity, provided, however, that (a) any such assignee shall agree to be bound by the terms and conditions hereof, and (b) Provider shall not be released from its obligations hereunder; or (iii) assign its rights under this Services Agreement to a successor entity in a merger or acquisition transaction, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof. No such assignment shall be effective until written notice of such assignment is provided to Recipient. Provider shall not be relieved from future performance, liabilities, and obligations under this Services Agreement.

Section 28. Personal and Real Property or other Taxes

Provider shall claim the Solar System as personal property in the county in which the Solar System is located. If taxes are assessed as real or personal property (property taxes) Provider shall pay said taxes, if required, and shall contest the payment of said taxes so long as a statute is in force exempting or limiting such taxation. In the event the annual property tax exceeds \$4,000 (the "Property Tax Cap"), any assessed amounts over and above the Property Tax Cap shall be paid by the Recipient, or if paid by Provider, reimbursed by Recipient.

Either party to the contract may contest any taxes or fees referred to in this section or the parties may jointly contest any such taxes or fees. If provider contests the amount or legality of charging personal property taxes or real property taxes associated with the System, Recipient agrees to reimburse Provider for one-half of the legal fees and costs associated with such contest.

Section 29. Treatment for Federal Income Tax Purposes

Provider and Recipient hereby agree that this Services Agreement shall be treated as a Services Contract for federal tax purposes pursuant to Section 7701 (e) of the Internal Revenue Code and is not intended to be interpreted as a lease under federal law.

Section 30. Confidential Information

Neither party shall use, divulge, disclose, produce, publish or permit access to, any confidential information received by the other party except to the extent necessary to comply with the terms of this Agreement.

Section 31. Press Releases

The parties recognize that one or both may want to publicize information about the installation and operation of the System. In connection there with, either party may issue a press release(s) describing the project and its operation. However, no confidential information shall be disclosed with respect to the cost of the project or the amount of the Services Fees without the consent of the other party.

Section 32. Binding Arbitration

All claims, disputes, or controversies between Provider and Recipient in any way arising from or relating to this Agreement or the breach thereof, and not waived by the terms of this Agreement, will be submitted to and resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Procedures then in effect, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, subject to the following:

A demand for arbitration must be filed promptly and within a reasonable time after a claim has arisen. The party filing a demand for arbitration must assert a demand for all claims known to the party on which arbitration may be demanded. In no event may the demand for arbitration be made if the institution of legal or equitable proceedings arising out of such claim would be barred by the applicable statute of limitations. To the fullest extent permitted by Laws and Regulations, the place of arbitration will be Springfield Missouri. To the extent arbitration is required to take place in a different locale other than Springfield Missouri, the location of arbitration will be at the place required by applicable Laws and Regulations.

Either party may apply to the arbitrator(s) seeking emergency relief, including any injunctive relief, until the arbitration award rendered, or the claim is otherwise resolved. In the event emergency relief is requested, the American Arbitration Association will expedite submitting the matter to the arbitrator(s) for resolution. Either party may also, without waiving any remedy under this Agreement, seek from any court having jurisdiction, any interim or provisional relief that is necessary to protect the rights or property of that party, including any injunctive relief, until the arbitrator(s) are appointed, the arbitration award rendered, or the claims are otherwise resolved.

An arbitration proceeding hereunder may include by consolidation or joinder, or by any manner, persons or entities substantially involved in a common question of fact or law.

There will be a pre-hearing meeting between the parties at which time each party will present a memorandum disclosing the factual basis of its claim and defenses and disclosing legal issues raised. The memorandum must also disclose the name of any expert a party will present as a witness during the proceedings. At the pre-hearing meeting, the arbitrator(s) will make rulings and set schedules for disclosures, discovery, hearings, and other matters, consistent with their powers set forth below.

The parties will be entitled to discover all documents and information reasonably necessary for a full understanding of any legitimate issue raised in the arbitration. The parties may use all methods of discovery available under the Federal Rules of Civil Procedure and will be governed thereby. The arbitrators will have authority to limit discovery so that such discovery methods are

not unduly burdensome or onerous, unreasonably cumulative or duplicative, or to the extent the information can be obtained from some other source that is more convenient, less burdensome, or less expensive. Prior to the deposition of an expert witness, the party proposing to call such a witness must provide a full and complete report by the expert, together with the expert's calculations and other data by which the expert reached any opinions concerning the subject matter of the arbitration. The report must be provided no more than 10 days prior to the scheduled date for the expert witness's deposition. The arbitrator(s) must endeavor to prevent the disclosure of information and documents protected by the attorney-client privilege. The arbitrators must also endeavor to prevent the introduction of evidence not disclosed as required herein.

To the extent allowed by Applicable Laws, the arbitrator(s) will have no authority to award any punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

Regardless of any contrary provision contained in this Agreement, claims disputes or controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person or loss or damage to property, will not be subject to the provisions of this Section.

Section 33. Binding Effect

The Terms and provisions of this Services Agreement, and the respective rights and obligations hereunder of each Party, shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

Section 34. Amendments

No modification of this Services Agreement shall be effective except by written amendment executed by both Provider and Recipient.

Section 35. Counterparts

Any number of counterparts of this Services Agreement may be executed and each shall have the same force and effect as the original. Facsimile signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Services Agreement in any court or arbitration proceedings between the Parties.

Section 36. Entire Agreement

This Services Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreement, written or oral, between the Parties concerning such subject matter.

Section 37. Third Party Beneficiaries

Nothing in this Services Agreement shall provide any benefit to any third-party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Services Agreement shall not be construed as a third-party beneficiary contract.

Section 38. Severability

Should any provision of this Services Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Services Agreement had been executed without the invalid portion unless such enforcement would materially affect the economic value for one of the parties to this Agreement.

Section 39. Survival

Any provision(s) of this Services Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Services Agreement shall survive the termination or expiration of this Services Agreement.

Section 40. Governing Law

The interpretation and performance of this Services Agreement and each of its provisions shall be governed and construed in accordance with the laws of the State of Missouri excluding any choice of law provisions or conflict of law principles which would require reference to the laws of any other jurisdiction. The Parties hereby submit to the exclusive jurisdiction of the federal and state courts located in the State of Missouri to the extent the matters herein are not subject to arbitration.

Section 41. Remedies Cumulative

No remedy herein conferred upon or reserved to either Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. However, nothing contained herein shall be construed to permit either party to bring an action against the other for lost profits or other special or consequential damages.

Section 42. Headings

The headings in this Services Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provisions of this Services Agreement.

Section 43. Conflicts

In the event of any conflict or inconsistency between the terms of the Summary Term Sheet and this Services Agreement, the terms of this Services Agreement shall prevail.

Section 44. Exhibits

All Exhibits referred to in this Services Agreement and attached hereto are incorporated herein by reference.

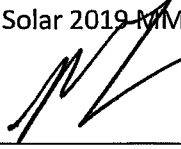
IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Services Agreement as of the Contract Date.

Provider:

Moberly Solar, LLC

GC Solar 2019 Fund I, LLC, Its sole member

BY: GC Solar 2019 MM, I, LLC, its manager

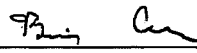
By:  _____

Name: **Mark E. Gardner** _____

Title: Manager _____

Recipient:

City of Moberly, MO

By:  _____

Name: Brian Crane _____

Title: City Manager _____

EXHIBIT ALICENSE AGREEMENT REGARDING SOLAR PANELS

This License Agreement ("Agreement") is entered into on this 13 day of March, 2019 ("Effective Date"), by and among Grantor: City of Moberly, MO and Grantee: Moberly Solar, LLC.

Grantor: City of Moberly, MO

Grantor's address: 101 W Reed St., Moberly, MO 65270

Grantee: Moberly Solar, LLC

Grantee's address: 4803 South National, Ste 300, Springfield, MO 65810

WHEREAS, Grantor owns certain real property or is grantee of an easement located at multiple sites in the City of Moberly, County of Randolph, State of Missouri, more particularly described on Schedule "A" attached hereto and incorporated herein (the "Burdened Property"); and

WHEREAS, Grantor and Grantee have entered into that certain unrecorded Solar Services Agreement ("Services Agreement") dated March 13 2019 together with all amendments, modifications, and extensions thereof; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Services Agreement pursuant to which Grantee agreed to install (or cause to be installed) a grid-connected photovoltaic, solar electric generating System (the "System") including all equipment associated therewith (the "Serviced Equipment") on the Burdened Property; and

WHEREAS, Grantor has agreed to service such Serviced Equipment; and

WHEREAS, Grantor is willing to grant to Grantee the right to install, operate, maintain and remove the Serviced Equipment on the Burdened Property by entering into this License Agreement (the "License").

NOW, THEREFORE, for the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Creation of the License. Grantor hereby grants a License to Grantee and its successors and assigns under the Services Agreement, and its agents, contractors, sub-contractors, and employees, in, under, across and through the portions of the Burdened Property shown on Schedule "B" attached hereto and incorporated herein, and such other portions of the Burdened Property solely as reasonably necessary to effectuate the purposes of this License. The License granted herein is non-exclusive.
2. Use of License. The use of the License shall be limited to the installation, operation, maintenance and removal of the Serviced Equipment, which includes, without limitation, solar photovoltaic equipment and related Systems and equipment and any and all related connections, meters, conduit, monitoring equipment, structures, fences and barriers

constructed by Grantee within the Solar System sites (collectively, the “Sites”) located on the Burdened Property as shown on Schedule “B”, all subject to the terms and conditions of this Agreement and the Services Agreement, as applicable. Grantor, for itself and its permitted successors and assigns, hereby grants to Grantee and its permitted successors and assigns and its agents, contractors, sub-contractors, and employees, the right to enter onto the Burdened Property, subject to the terms and conditions of this Agreement and the Services Agreement, for the purpose of conducting such permitted uses of the License. Grantor and Grantee understand that this Agreement is irrevocable, unless terminated pursuant to the terms of this Agreement and the Services Agreement.

3. Term. This Agreement shall commence on the Effective Date set forth above and terminate upon the earlier of (i) Sixty days (60) after the expiration or termination of the Services Agreement, (ii) removal of the Solar System in accordance with the Services Agreement or (iii) purchase of the Solar System by the Grantor in accordance with the Services Agreement.
4. Consideration. The consideration for this Agreement shall be the Services Agreement and the mutual benefit the parties obtained from said Agreement. Grantee shall also pay to Grantor an annual fee of Ten Dollars (\$10.00) in consideration of this Agreement, if so requested by Grantee. Grantor hereby acknowledges receipt of any such annual fee covering the entire Term of this Agreement.
5. Access. Grantee shall have a right of access to the Serviced Equipment over and across Burdened Property at all reasonable times, at such locations as Grantor shall from time to time reasonably determine, subject to the Services Agreement and to the reasonable security and safety procedures established by Grantor.
6. Amendment Termination. Except as otherwise expressly set forth herein, this Agreement and the License may be amended, abandoned or terminated only with the consent of Grantor and Grantee. Any such amendment, abandonment or termination shall be in writing, executed and acknowledged by the required parties, and duly recorded in the land records of the jurisdiction in which the Serviced Equipment is situated.
7. No Dedication for Public Use. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the exclusive benefit of the parties hereto and their permitted successors, assigns, employees, invitees and licensees, contractors and sub-contractors.
8. Liability. Subject to the terms and conditions of the Services Agreement, the liability of Grantor, its trustees, officers, partners, members, agents, employees, representatives, and permitted successors and assigns (collectively, the “Grantor Parties”), to Grantee, for any default by Grantor under this Agreement shall be limited solely and exclusively to an amount which is equal to the actual damage sustained by the Grantee. Subject to the

terms and conditions of the Services Agreement, the liability of Grantee, its directors, officers, partners, members, agents, employees, representatives, and permitted successors and assigns (collectively, the “Grantee Parties”) to Grantor for any default by Grantee under this Agreement shall be limited solely and exclusively to an amount which is equal to the actual damage sustained by the Grantor.

9. Entire Agreement. This Agreement and the Services Agreement contain the entire Agreement between Grantor and Grantee with respect to the License. The unenforceability of any provision hereof shall not affect the remaining provisions of this Agreement, but rather such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.
10. Successors and Assigns. This Agreement shall run with the land and shall be binding upon the parties and their permitted successors and assigns. Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement unless such assignment is effected in conjunction with an assignment of the Services Agreement pursuant to the terms of the Services Agreement. All the provisions of this Agreement shall be covenants running with the land pursuant to applicable law. If any portion of the property is encumbered by a mortgage or other lien, Grantor shall obtain an subrogation or non-disturbance agreement that is subordinate to the terms of this Agreement.
11. Compliance with Law; No Waiver. This Agreement and the rights and obligations created hereunder are subject to, and governed by the laws, decisions, rules and regulations of any federal, state or local regulatory authority charged with the administration of the transactions contemplated hereby. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.
12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.
13. Counterparts. This Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document.
14. Authority to Enter into Agreement. Grantee and Grantor each represent and warrant that they have full power and authority to execute, deliver, and perform their respective obligations under this Agreement and that it shall be binding upon them for the Term of the Agreement.

15. Memorandum of Services Agreement

Either Party may record in the real estate records for the jurisdiction in which the Site is located, a memorandum of this License Agreement setting forth the Parties hereto and the Term with the specific form of such agreement to be subject to the reasonable approval of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 13 day of March, 2019.

Grantor:

City of Moberly, MO

By: 

Name: Brian Crane

Title: City Manager

Grantee:

Moberly Solar, LLC

GC Solar 2019 Fund I, LLC, its sole member

By: GC Solar 2019 MM, I, LLC, its manager

By: 

Name: Mark E. Gardner

Title: Manager

Schedule A

Location of Solar Array Sites

Animal Shelter: 153 W Outer Rd.

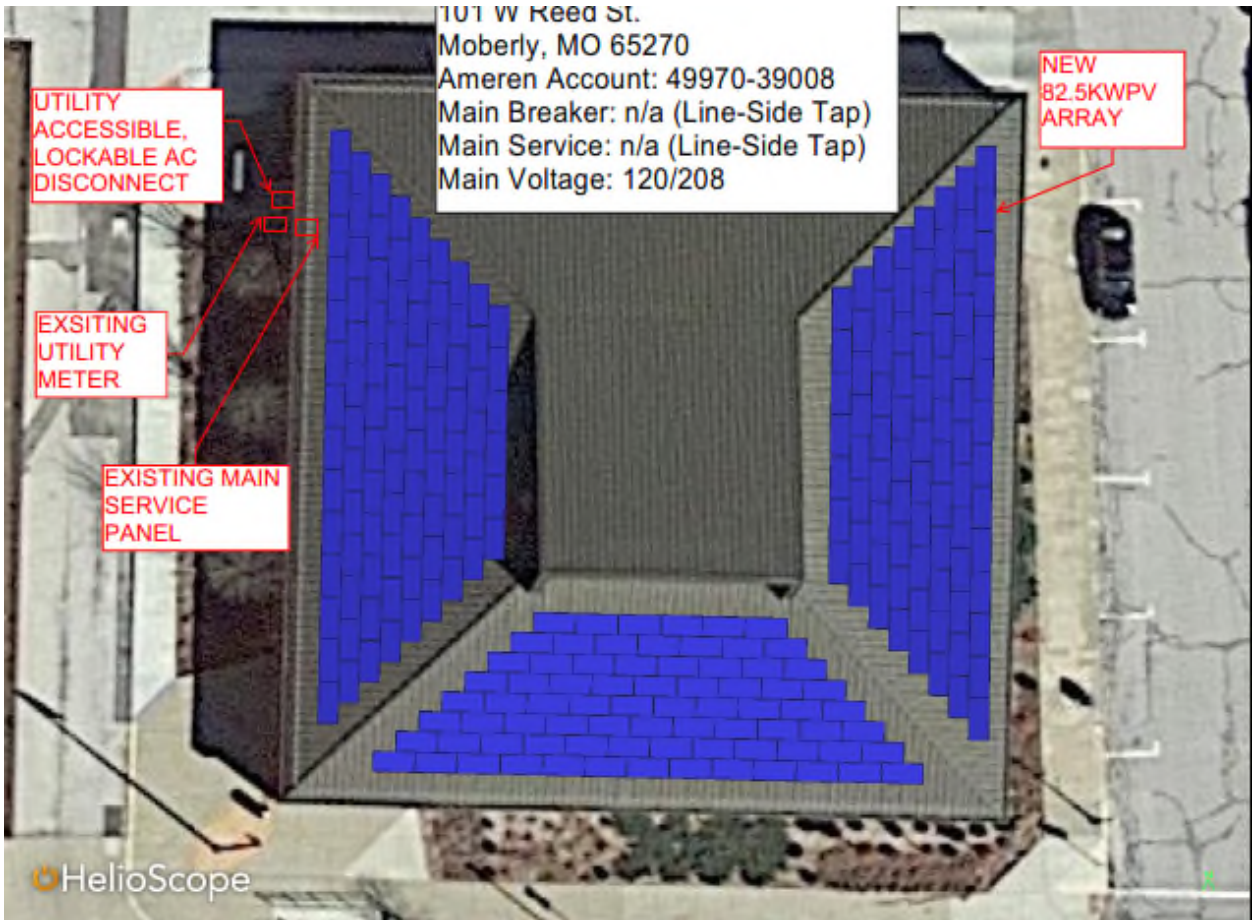


Rollins Lift Station: 153 W Outer Rd.

155 W Outer Rd
Moberly, MO 65270
Ameren Account: 23071-550892
Main Breaker: n/a (Line-Side Tap)
Main Service: n/a (Line-Side Tap)
Main Voltage: 277/480

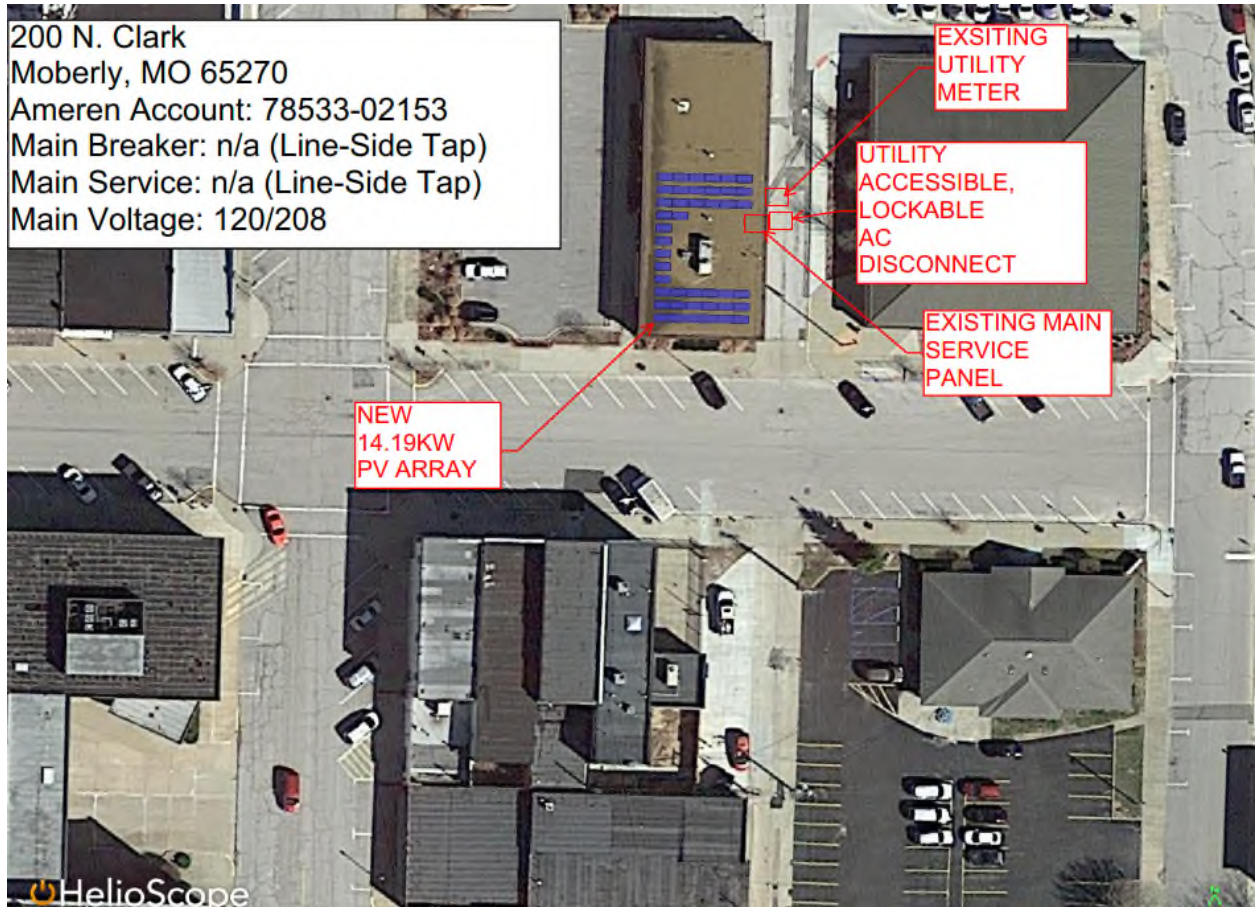


City Hall: 101 W Reed

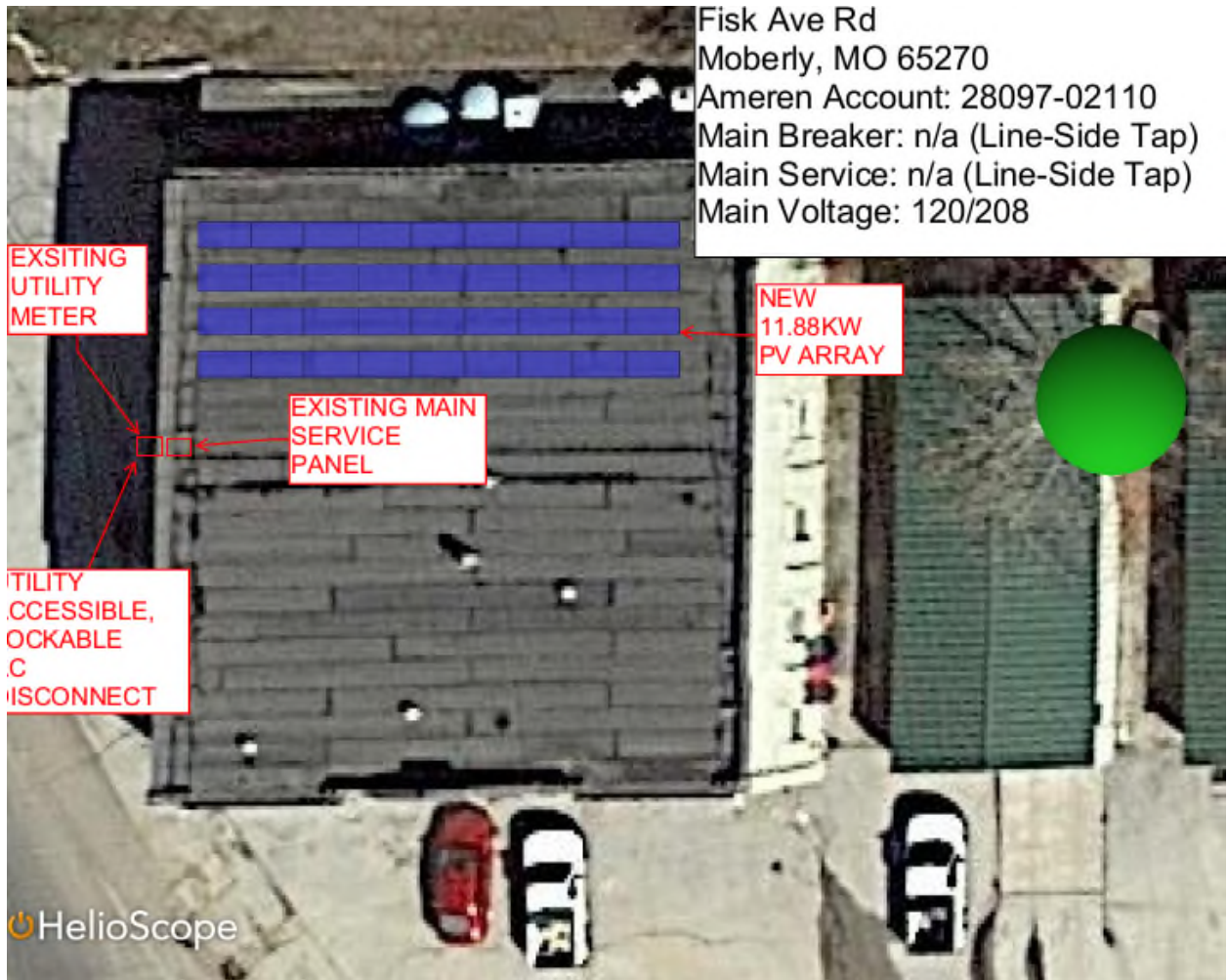


Municipal Building & Court: 200 N. Clark

200 N. Clark
Moberly, MO 65270
Ameren Account: 78533-02153
Main Breaker: n/a (Line-Side Tap)
Main Service: n/a (Line-Side Tap)
Main Voltage: 120/208



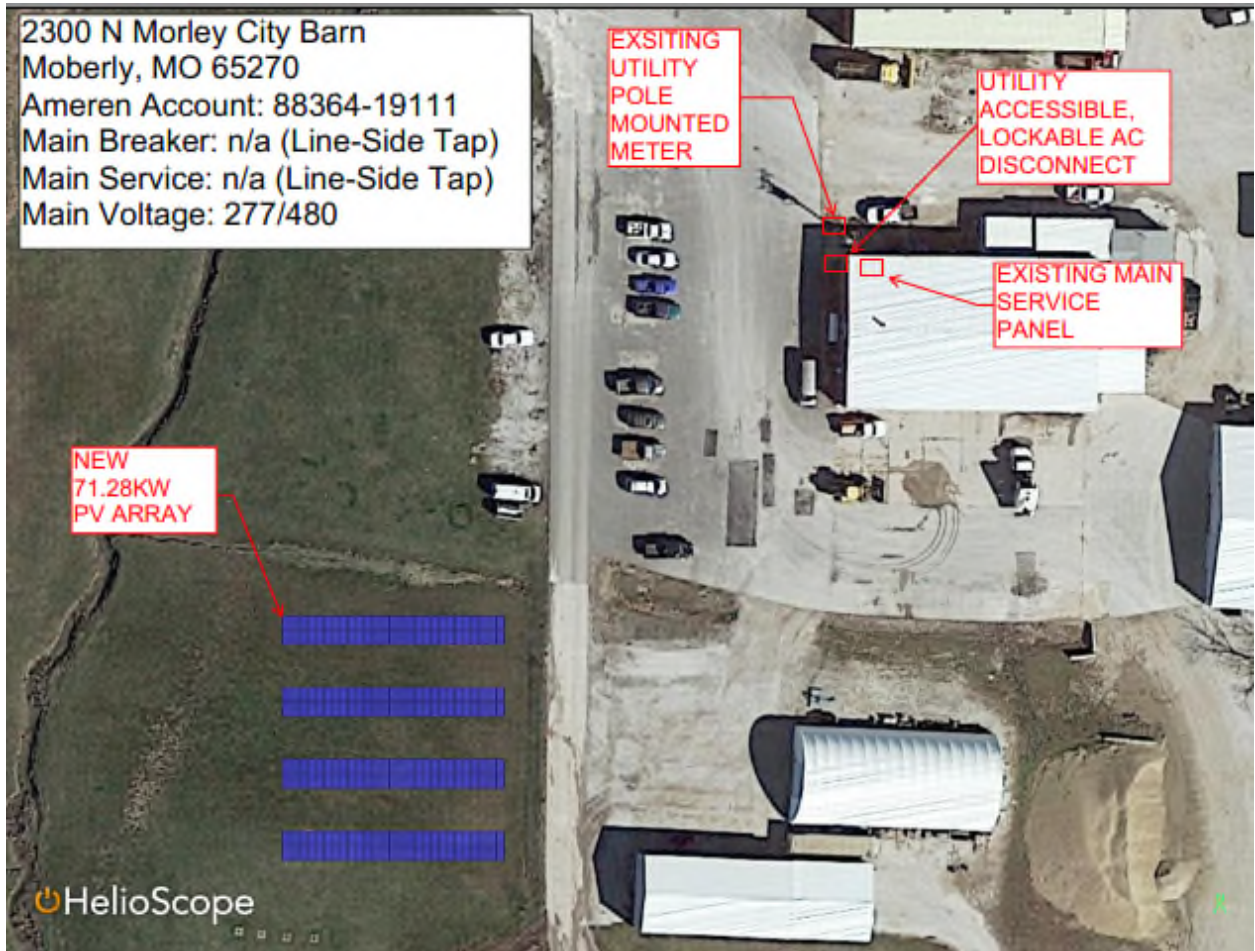
Park Maintenance: 304 Rothwell Park



Police Department and Fire Department: 300 N. Clark Moberly, MO 65270 & 310 N. Clark



Street Maintenance: 2300 N. Morley



Lift Station Plant (aka Waste Water Plant): 1429 CR 2350



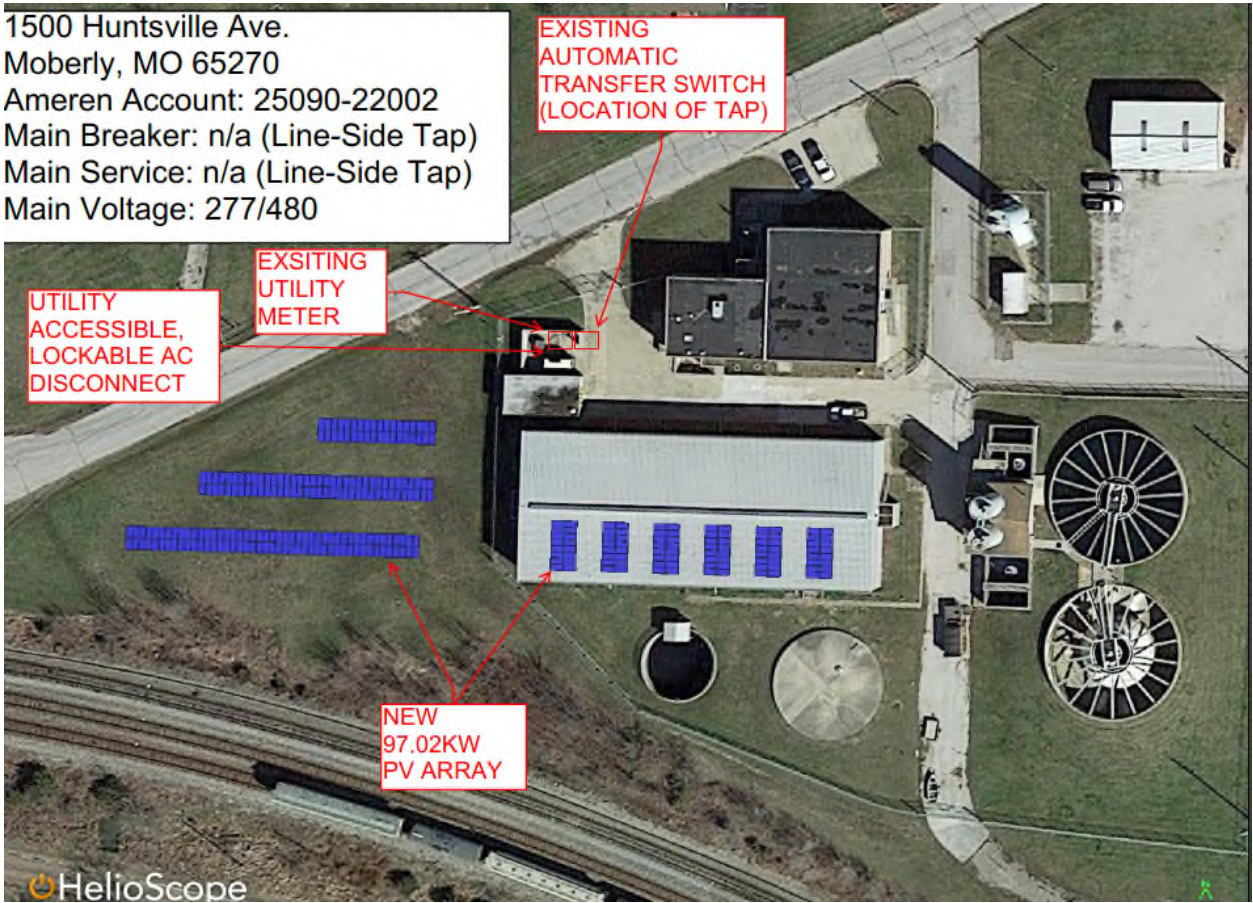
Fire Station 2: 1000 N. Morley

Fire Station 2
Moberly, MO 65270
Ameren Account: 28853-16118
Main Breaker: n/a (Line-Side Tap)
Main Service: 200A (Line-Side Tap)
Main Voltage: 120/240



Water Filter Treatment Plant: 1500 Huntsville Ave.

1500 Huntsville Ave.
Moberly, MO 65270
Ameren Account: 25090-22002
Main Breaker: n/a (Line-Side Tap)
Main Service: n/a (Line-Side Tap)
Main Voltage: 277/480



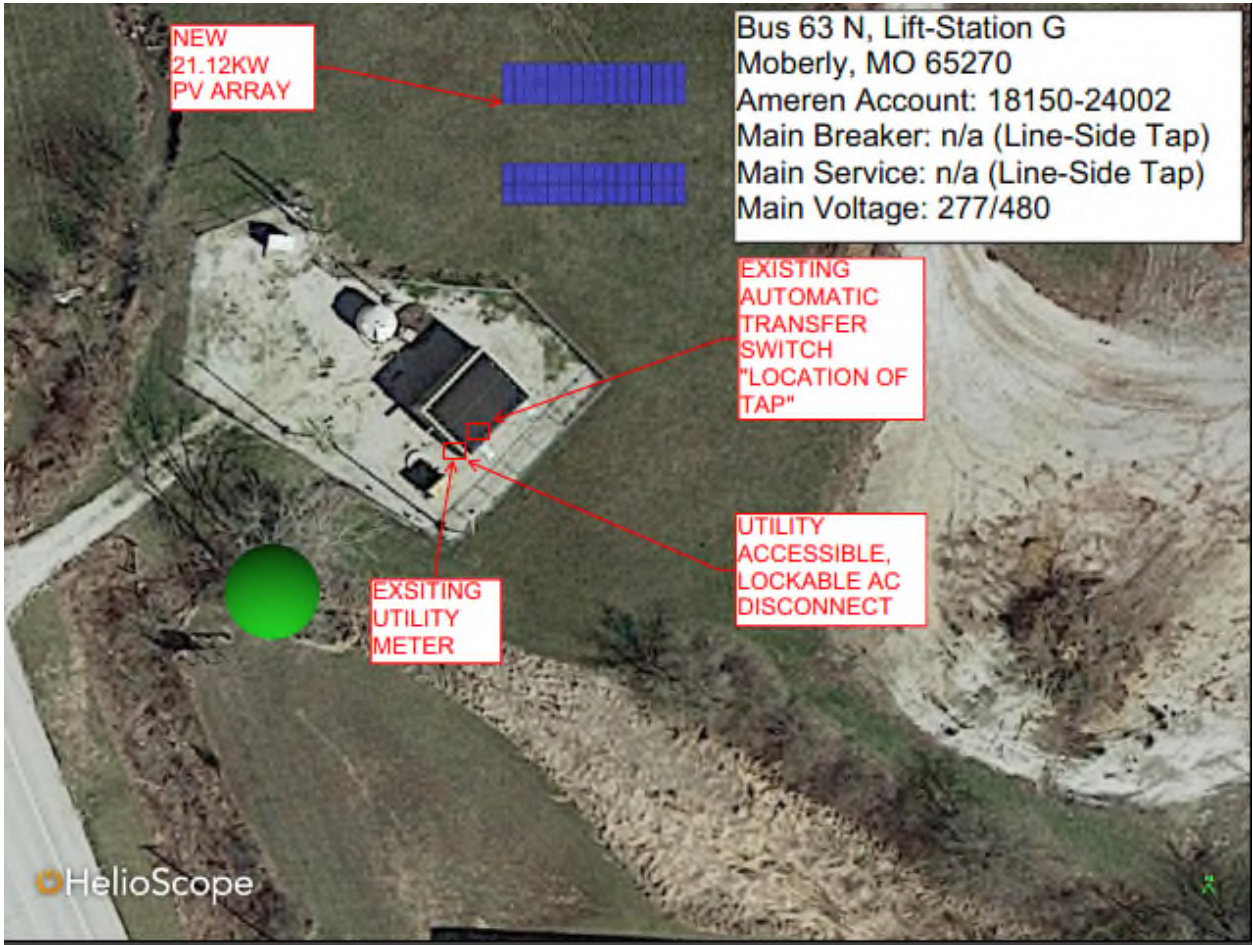
Sugar Creek Pumpouse: County Rd. 1315 (Highway DD)



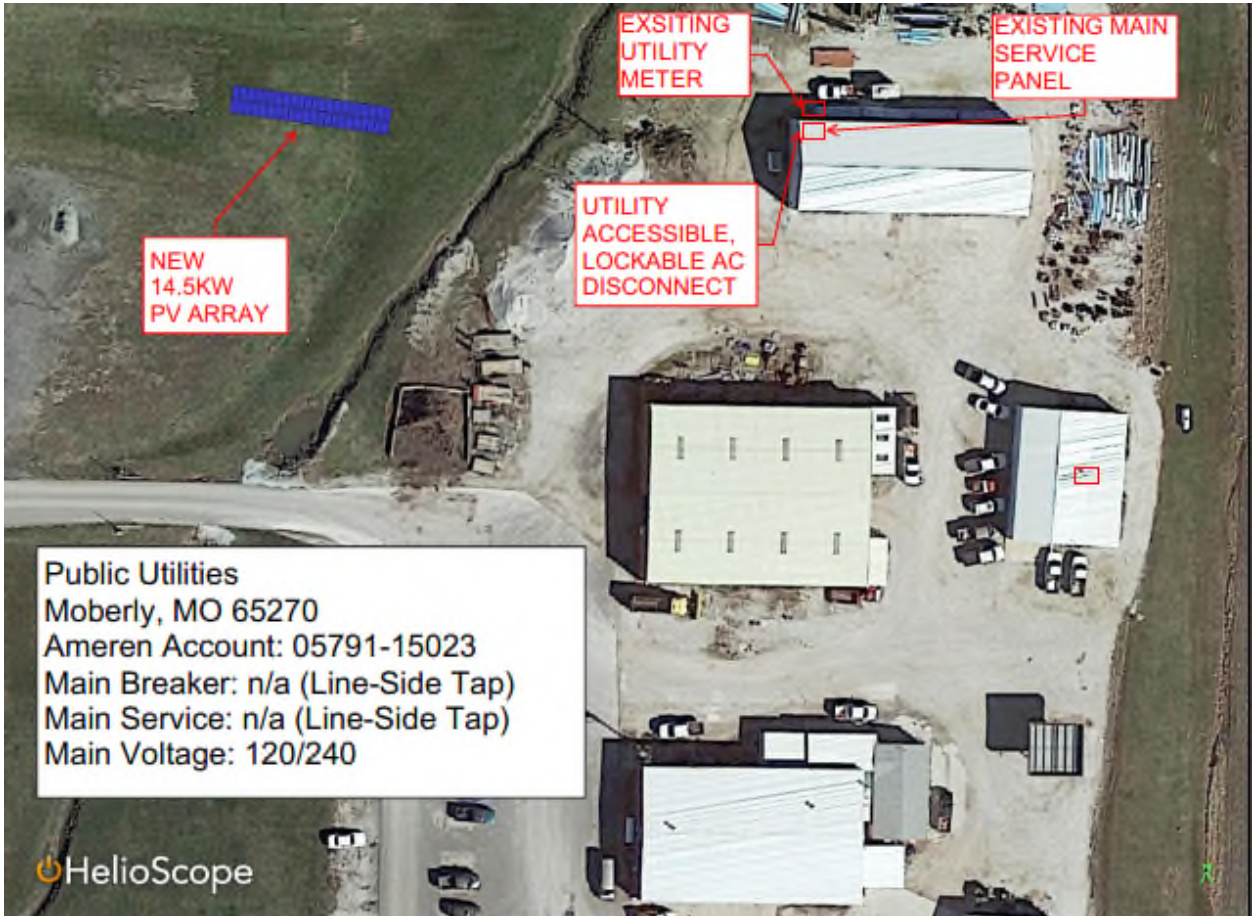
Water Maintenance Building: 1419 Hurley St.



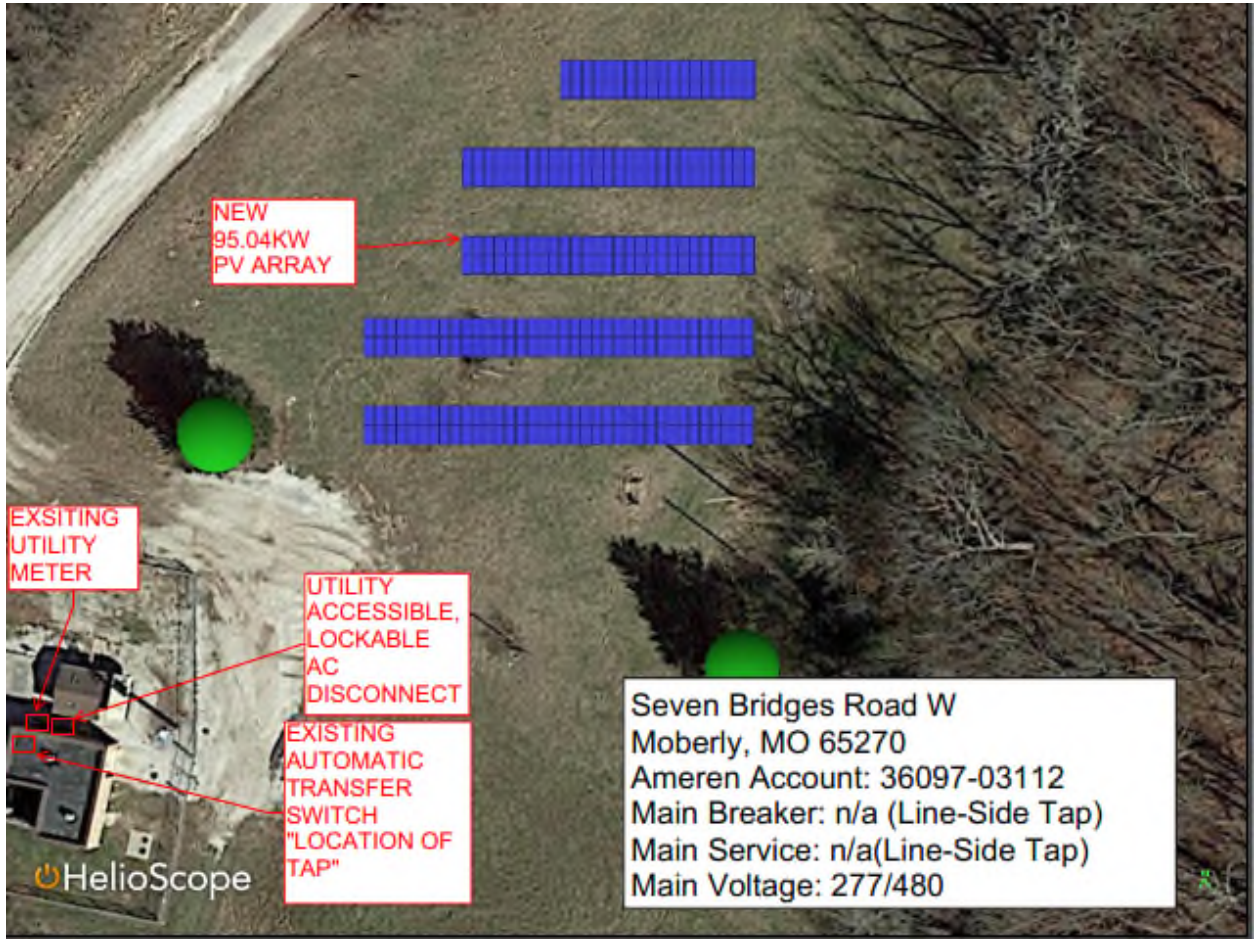
Morley Street Lift Station: Bus 63 N



Public Utility Bldg – Street Maintenance: 2300 N Morley

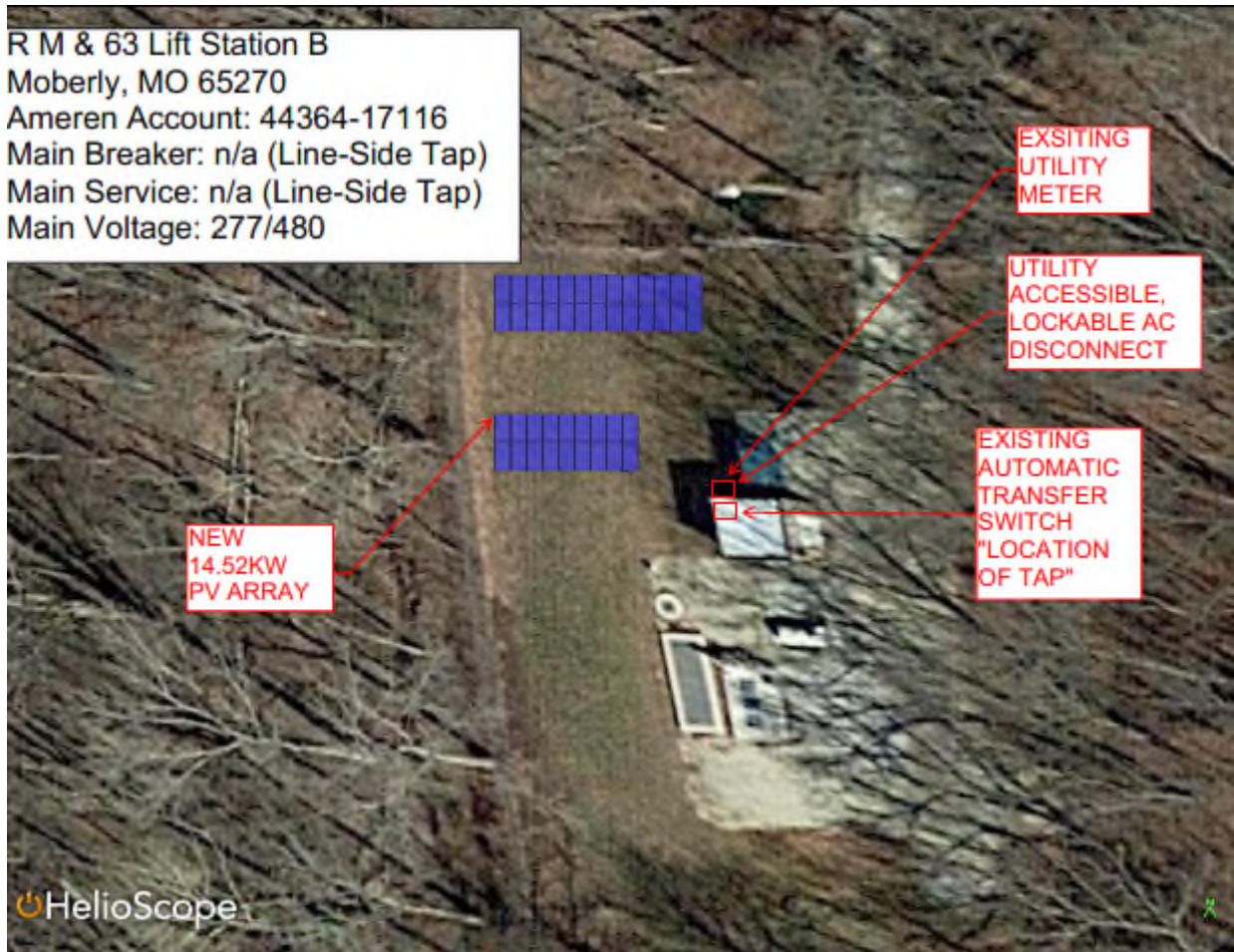


Seven Bridges Lift Station: Seven Bridges Rd. W.



Darwood Lift Station: RM & 63

R M & 63 Lift Station B
Moberly, MO 65270
Ameren Account: 44364-17116
Main Breaker: n/a (Line-Side Tap)
Main Service: n/a (Line-Side Tap)
Main Voltage: 277/480



McKinsey Lift Station: Jct. McKinsey St.



Howard Hills Ballpark: 2002 West, US-24



Schedule B
Burdened Property

Animal Shelter & Rollins St. Lift Station

Address: 153 W. Outer Road Moberly, MO 65270 & 155 W. Outer Rd. Moberly, MO. 65270

Parcel Number: 09-3.0-06.0-0.0-000-003.002

Owner: City of Moberly, Missouri

Brief Description: Approx. 22 Acres.

That Part of the E1/2 of NW1/4 Described as: All that Part of the West 690 feet of the E1/2 of NW1/4 Lying NW1/4 South of Railroad and West of West Outer Road of Highway 63 and North of Highway EE.

Section 6, Township 53, Range 13, Randolph County, Missouri

City Hall

Address: 101 W. Reed Moberly, MO. 65270

Parcel Number: 10-1.0-01.0-2.0-004-001.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.88 acres

Lots 13 Thru 24, Block 13 Original Town of Moberly

Section 1, Township 53, Range 14, Randolph County, Missouri

Municipal Building & Court

Address: 200 N. Clark Moberly, MO 65270

Parcel Number; 10-1.0-01.0-2.0-004-032.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.63 Acres

Lots 1 Thru 8, Block 13 Original Town of Moberly

Section 1, Township 53, Range 14, Randolph County, Missouri

Park Maintenance

Address: 304 Rothwell Park Moberly, MO 65270

Parcel Number: 10-2.0-03.0-0.0-001-001.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 207.00 Acres

NE1/4 of Section 3; Also, Part of the NW1/4 of the SE1/4 beginning at the NW corner thence S 400 feet, thence East 450 feet, thence North 400 feet, thence West 450 feet to the point of beginning; Also, all the NE1/4 of the SE1/4 lying North and West of Road.

Section 3, Township 53, Range 14, Randolph County, Missouri.

Police Department and Fire Department

Address: 300 N. Clark Moberly, MO 65270 & 310 N. Clark Moberly, MO. 65270

Parcel Number: 10-1.0-01.0-2.0-002-002.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.93 Acres

A portion of Lots 1 thru 10, Block 14, Original Town of Moberly, Described as Beginning at the SE Corner of Lot 1, thence North 175 feet, thence Northwesterly along Sturgeon Street 245 feet, Thence South to North line of Coates Street, Thence East to the point of beginning.

Section 1, Township 53, Range 14, Randolph County, Missouri

Street Maintenance

Address: 2300 N. Morley Moberly, MO. 65270

Parcel Number: 07-7.0-25.0-2.0-000-006.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 16.00 Acres

Part of the SE1/2 of the NW1/4 shown in Deed 740, at Page 438, Book 724, at Page 72 and Book 724, at Page 68.

Section 25, Township 54, Range 14, Randolph County, Missouri

Lift Station Plant (aka Waste Water plant)

Address: 1429 CR 2350 Moberly, MO. 65270

Parcel Number: 08-8.0-33.0-0.0-000-004.002

Owner: City of Moberly, Missouri

Brief Description: Approx. 149.00 Acres

Section 33, Township 54, Range 13, Randolph County, Missouri

Fire Station #2

Address: 1000 N. Morely or X, Fire Station #2 Moberly, MO 65270

Parcel Number:07-7.0-36.0-4.0-001-074.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.33 Acres

Lot 13 and 14, Block 6, Coates & Chandler's 1st Addition

Section 36, Township 54, Range 14, Randolph County, Missouri

Water Filter Treatment Plant

Address:1500 Huntsville Ave. Moberly, MO 65270

Parcel Number: 07-7.0-35.0-2.0-000-045.000

Owner; City of Moberly, Missouri

Brief Description: Approx. 1.96 Acres

Lots 1 thru 15, Block 6, Grandview Addition

Section 35, Township 54, Range 14, Randolph County, Missouri

Sugar Creek Pumphouse

Address: County Rd. 1315 (Highway DD)

Parcel Number07-5.0-16.0-0.0-001-001.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 48.00 Acres

Part of the SE1/4 of the NE1/4 and NE1/4 SE1/4

Section 16, Township 54, Range 14, Randolph County, Missouri

Water Maintenance Bldg.

Address: 1419 Hurley St. Moberly, MO. 65270

Parcel Number: 07-7.0-35.0-2.0-000-044.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.54 Acres

Lots 9 thru 13 Block 5, Grandview Addition

Section 35, Township 54, Range 14, Randolph County, Missouri

Public Utility Bldg. & Morley St. Lift Station

Address 2600 Morley Moberly, MO 65270 & Business 63 N. Moberly, MO. 65270

Parcel Number: 07-7.0-25.0-2.0-000-006.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 16 Acres

Part of the East 1/2 of NW 1/4

Section 25, Township 54, Range 14, Randolph County, Missouri

Seven Bridges Lift Station

Address: Seven Bridges Rd. W. Moberly, MO 65270

Parcel Number: 10-1.0-11.0-0.0-000-134.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 12.00 Acres

Part of the NW 1/4

Section 11, Township 53, Range 14, Randolph County, Missouri

Darwood Lift Station

Address: RM & 63 (Darwood Circle) Moberly, MO, 65270

Parcel Number: 09-4.0-18.0-0.0-000-004.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.99 Acres

Part of Darwood Hills Addition (Lot 10)

Section 18, Township 53, Range 13, Randolph County, Missouri

McKinsey Lift Station

Address: Jct. McKinsey St. Moberly, MO 65270

Parcel Number: 09-3.0-07.0-0.0-000-002.000

Owner: Barbra Knaebel Trust

Brief Description: Approx. 131.00 Acres

Part of the E1/2 of the NW1/4 lying West of US Highway 63 and All of that part of the East1/2 of the N1/2 of the SW1/4 lying West of US Highway 63

Section 7, Township 53, Range 13, Randolph County, Missouri

Howard Hills Ballpark

Address: 2002 West, US-24 Moberly, MO 65720

Parcel Number: 10-2.0-03.0-0.0-000-001.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 79.00 Acres

N1/2 of NW1/4 Lying South of US Highway 24

Section 3, Township 53, Range 14, Randolph County, Missouri

Exhibit B
Projection

<u>Year</u>	<u>Projected Annual Production (kWh)</u>	<u>Guaranteed Production (kWh)</u>
1	1,112,000	x 95% = 1,056,400
2	1,112,000	x 95% =1,056,400
3	1,112,000	x 95% =1,056,400
4	1,112,000	x 95% =1,056,400
5	1,112,000	x 95% =1,056,400
6	1,112,000	x 92% =1,023,040
7	1,112,000	x 92% =1,023,040
8	1,112,000	x 92% =1,023,040
9	1,112,000	x 92% =1,023,040
10	1,112,000	x 92% =1,023,040
11	1,112,000	x 89%=989,680
12	1,112,000	x 89% =989,680
13	1,112,000	x 89% =989,680
14	1,112,000	x 89% =989,680
15	1,112,000	x 89% =989,680
16	1,112,000	x 86% =956,320
17	1,112,000	x 86% =956,320
18	1,112,000	x 86% =956,320
19	1,112,000	x 86% =956,320
20	1,112,000	x 86% =956,320

AMENDMENT TO SOLAR SERVICES AGREEMENT

THIS AMENDMENT TO THE SOLAR SERVICES AGREEMENT (this "Amendment") is effective as of the 4th of June, 2019 (the "Effective Date") by and between the City of Moberly, MO (the "City") and Moberly Solar, LLC, a Missouri limited liability company. City and Moberly Solar, LLC are sometimes referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the City and Moberly Solar, LLC entered into a Solar Services Agreement dated March 13, 2019 whereby Moberly Solar, LLC intends to install, own and operate solar systems located on several sites identified in Exhibit A (License Agreement Regarding Solar Panels);

WHEREAS, the Parties desire to amend the Solar Services Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. **The Solar Services Agreement Term Sheet** is deleted in its entirety and replaced with the Solar Services Agreement Term Sheet attached hereto as Exhibit A.
2. **Section 1. Definitions:** corrections or additions of the following definitions:

"Owner of Provider" means GC Solar MM, LLC.

"Services Charge or Services Fee" means the payment of \$15,660.16 per month as set forth on the Summary Term Sheet.

3. **Section 5. Payment for Services:** (a) is deleted and replaced as follows:
 - (a) Commencing on the Solar Operations Date and on the first (1st) day of each successive calendar month thereafter, during the Term, Recipient shall pay Provider, in advance, the monthly Services Charge of \$15,660.16 for such month. The first payment will be prorated in the event it is for a partial month. The Services Fee shall be adjusted each January 1 to reflect an increase of 0.00 over the previous year's Services Fee.
4. **Section 12 (e) of the Solar Services Agreement:** the energy value component is changed from \$0.1432 kWhac to \$0.1437 kWhac.
5. **Section 21 (b)** is deleted in its entirety and replaced with the following:
 - (b) Provider shall maintain during the Term of this Services Agreement, with Recipient named as additional insured therein, as its interest may appear, for the duration of this Services Agreement, the insurance coverage outlined in (1) through (6) below:
 - (1) Comprehensive or Commercial General Liability (including premises-operations; independent contractors protective, products and completed operations; broad form property damage).
 - (2) Bodily Injury: \$1,000,000 per occurrence.
 - (3) Property damage: \$2,000,000 per occurrence.

- (4) Products and completed operations to be maintained for one (1) year after the final payment: \$2,000,000 per occurrence/aggregate.
 - (5) General aggregate: \$2,000,000.
 - (6) Damages to Service Feed Premises: \$1,000,000 per occurrence.
-
- 6. **Schedule A (Location of Solar Array Sites) of the Exhibit A (License Agreement)** is deleted in its entirety and replaced with the attached hereto as Exhibit B.
 - 7. **Schedule B (Burdened Property) of the Exhibit A (License Agreement)** is deleted in its entirety and replaced with the attached hereto as Exhibit C.
 - 8. **Exhibit B (Projection) of the Solar Services Agreement** is deleted in its entirety and replaced with the attached hereto as Exhibit D.

Signatures on following page

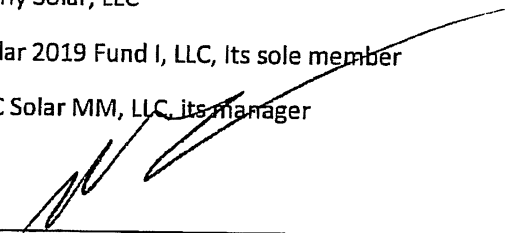
IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Services Agreement as of the Contract Date.

Provider:

Moberly Solar, LLC

GC Solar 2019 Fund I, LLC, Its sole member

By: GC Solar MM, LLC, its manager

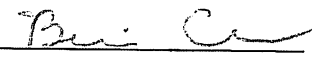
By:  _____

Name: Mark E. Gardner

Title: Manager

Recipient:

City of Moberly, MO

By:  6-4-2019

Name: Brian Crane

Title: City Manager

EXHIBIT A

Solar Services Agreement Term Sheet

Services Recipient: City of Moberly, MO

Services Provider: Moberly Solar, LLC

Site: Multiple Sites in Moberly, MO

System Size 827.31 kW dc/694.7 kW ac

Description: Solar Electric Array

Original Contract Date: March 13, 2019.

Agreement Type: Solar Services Agreement. Provider and Recipient hereby agree that this Services Agreement shall be treated as a Services Contract for federal tax purposes pursuant to Section 7701(e) of the Internal Revenue Code and is not intended to be a lease under federal law.

Term: 20 years from the Solar Operations Date.

Monthly Services Charge or Fee \$15,660.16

Services Include: System and internet-based monitoring of System and full operation, maintenance and repair of all equipment during the term of the contract, including replacement of System components at the sole cost of Provider and all power generated by the system as more specifically described in the Solar Services Agreement.

Estimated Annual Production: 1,128,780 (kWhac).

Warranty of System by Provider: Provider warrants its Solar System and its Services as provided in Section 12.

Local Utility Solar Incentive - Rebate: If applicable, payable to Recipient.

Solar Operations Date: On or before June 30, 2019. Utility requires up to 90 days to approve Interconnection.

SRECs: All solar renewable energy credits ("SRECs") related to the Solar System shall be owned by and inure solely to the benefit of Provider unless claimed by the Local Utility pursuant to the Interconnection or Rebate Agreements.

Buyout Option: Buyout option at Fair Market Value at the end of the contract term unless Recipient acquires the Solar System by mutual agreement prior to that time.

Provider's Property: The Solar System shall at all times be the property of the Provider unless and until purchased by Recipient.

Tax Benefits: Shall be the property of the Provider.

Electric Energy: The parties agree that Recipient shall be the owner of the power generated by the Solar System.

Local Utility: Ameren

Recipient Information:

Billing Address: 101 W Reed St., Moberly MO 65270

Representative: Greg Hodge

Billing Email: GregH@cityofmoberly.com

Billing Phone: (660) 269-7637

Provider Information:

Address: 4803 South National, Ste 300, Springfield, MO 65810

Representative: Christina Ott

Email: COtt@GardnerCapital.com

Phone: (417) 447-5517

In the event of any conflict or inconsistency between the terms of this Summary Term Sheet and the Solar Services Agreement to which it is attached, the terms of the Solar Services Agreement shall prevail.

EXHIBIT B

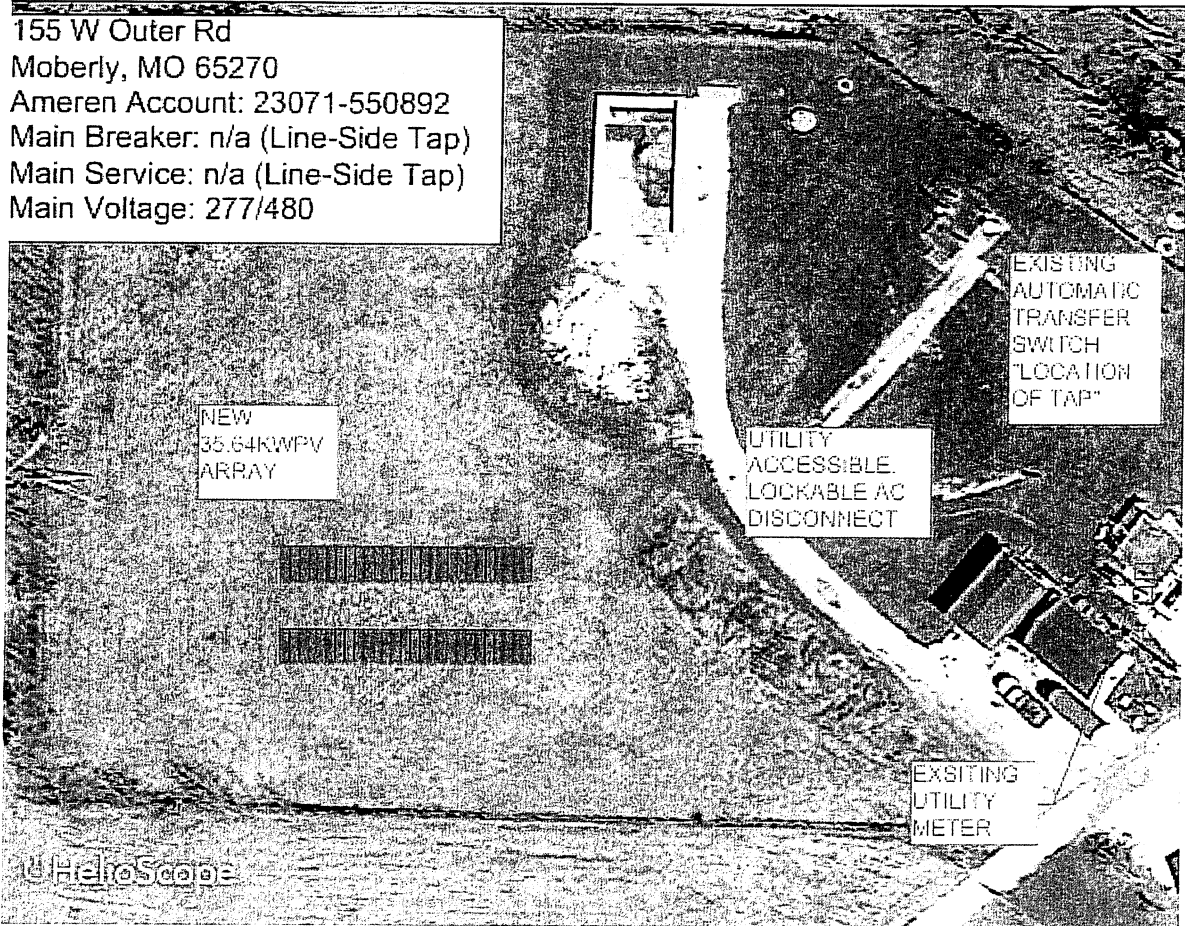
Location of Solar Array Sites

Animal Shelter: 153 W Outer Rd.

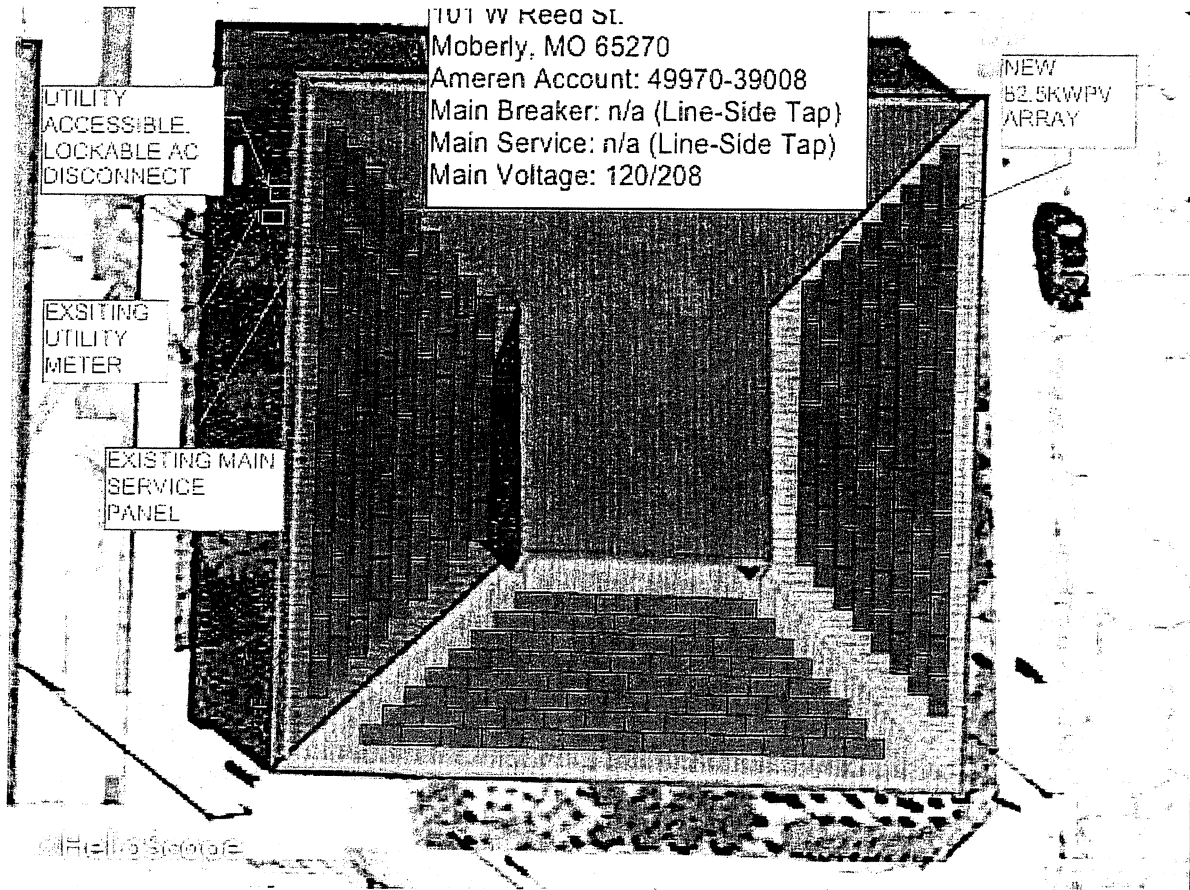


Rollins Lift Station: 153 W Outer Rd.

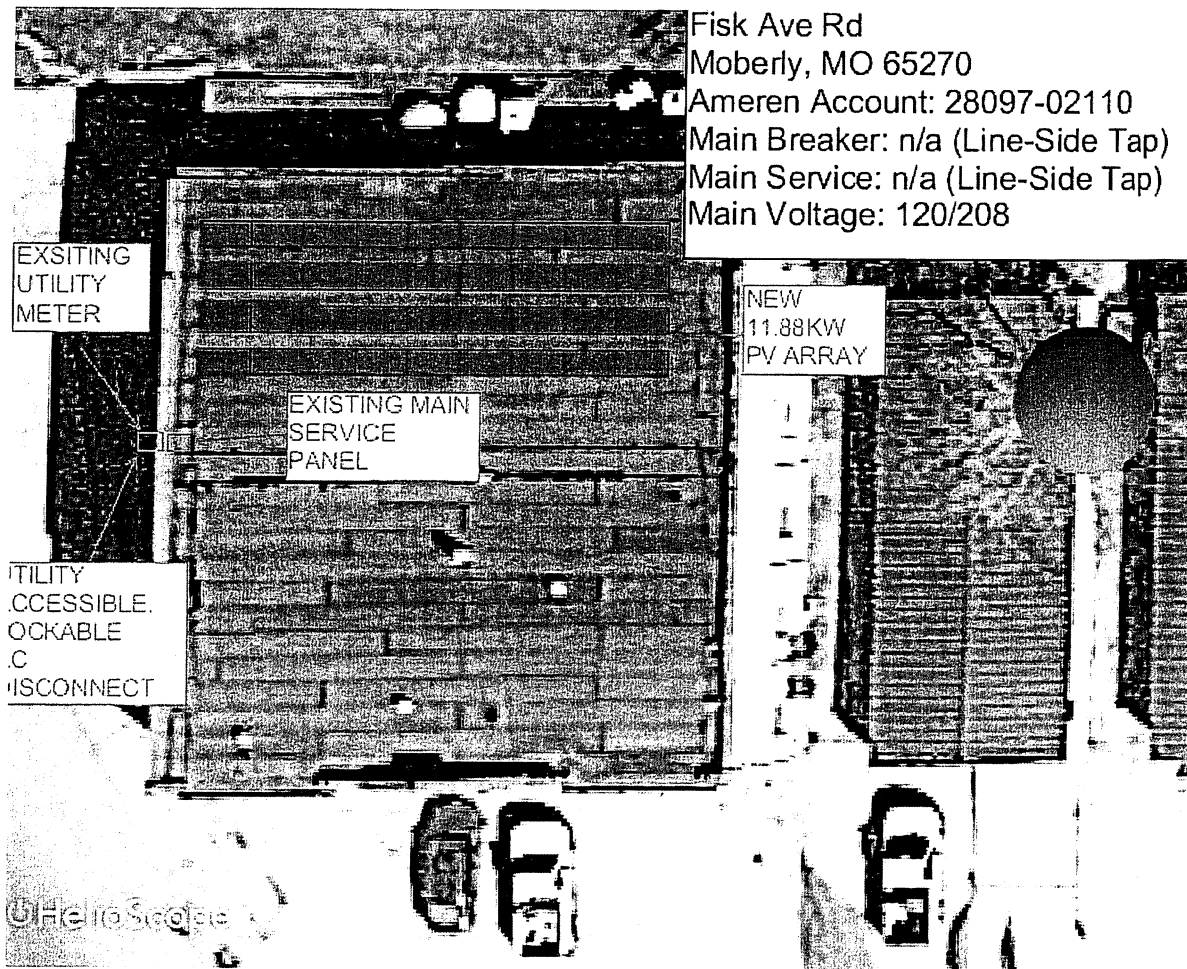
155 W Outer Rd
Moberly, MO 65270
Ameren Account: 23071-550892
Main Breaker: n/a (Line-Side Tap)
Main Service: n/a (Line-Side Tap)
Main Voltage: 277/480



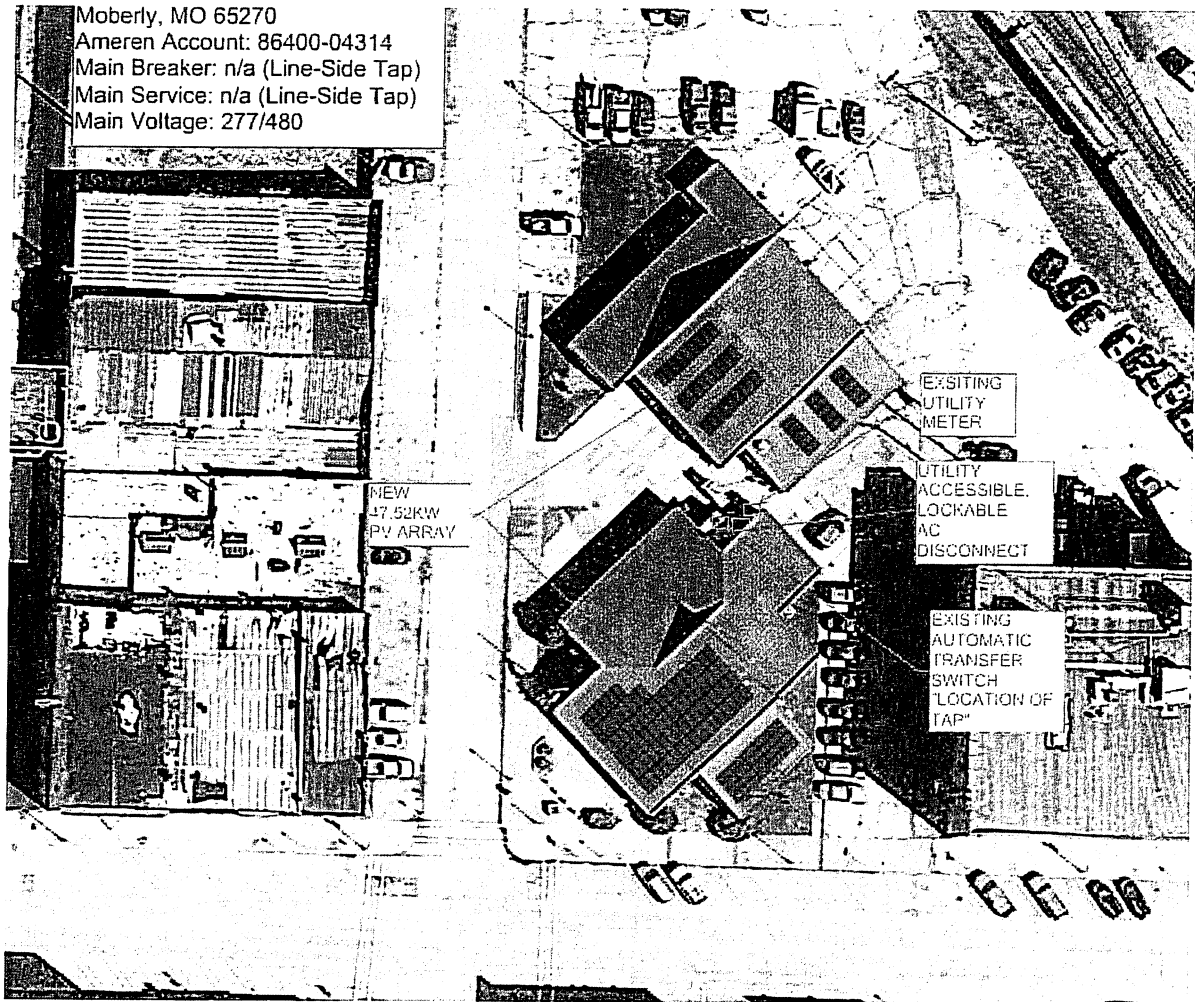
City Hall: 101 W Reed



Park Maintenance: 304 Rothwell Park

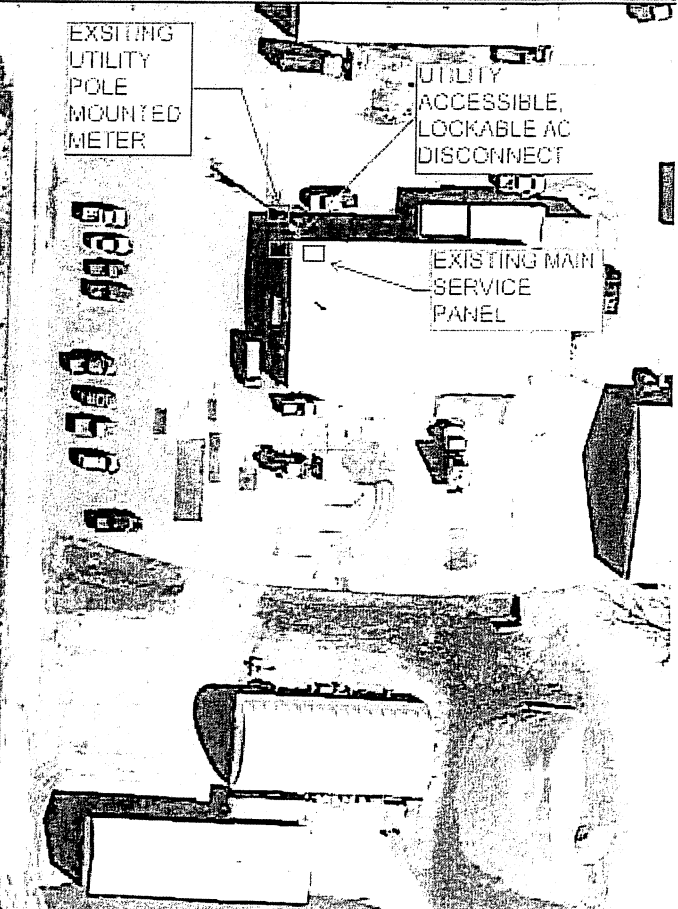
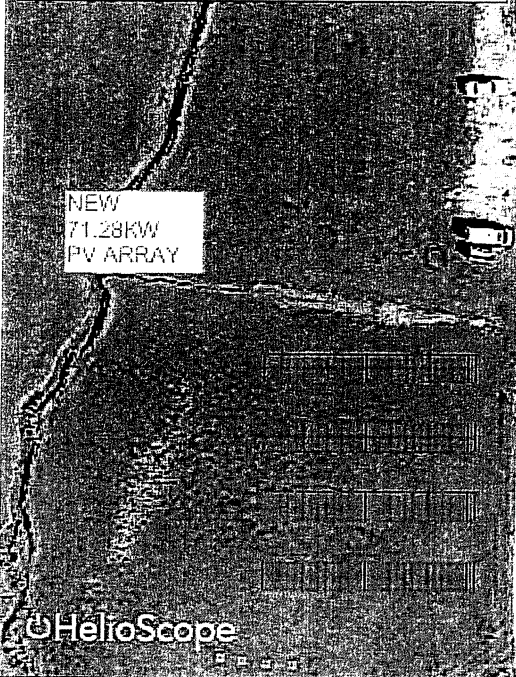


Police Department and Fire Department: 300 N. Clark Moberly, MO 65270 & 310 N. Clark



Street Maintenance: 2300 N. Morley

2300 N Morley City Barn
Moberly, MO 65270
Ameren Account: 88364-19111
Main Breaker: n/a (Line-Side Tap)
Main Service: n/a (Line-Side Tap)
Main Voltage: 277/480

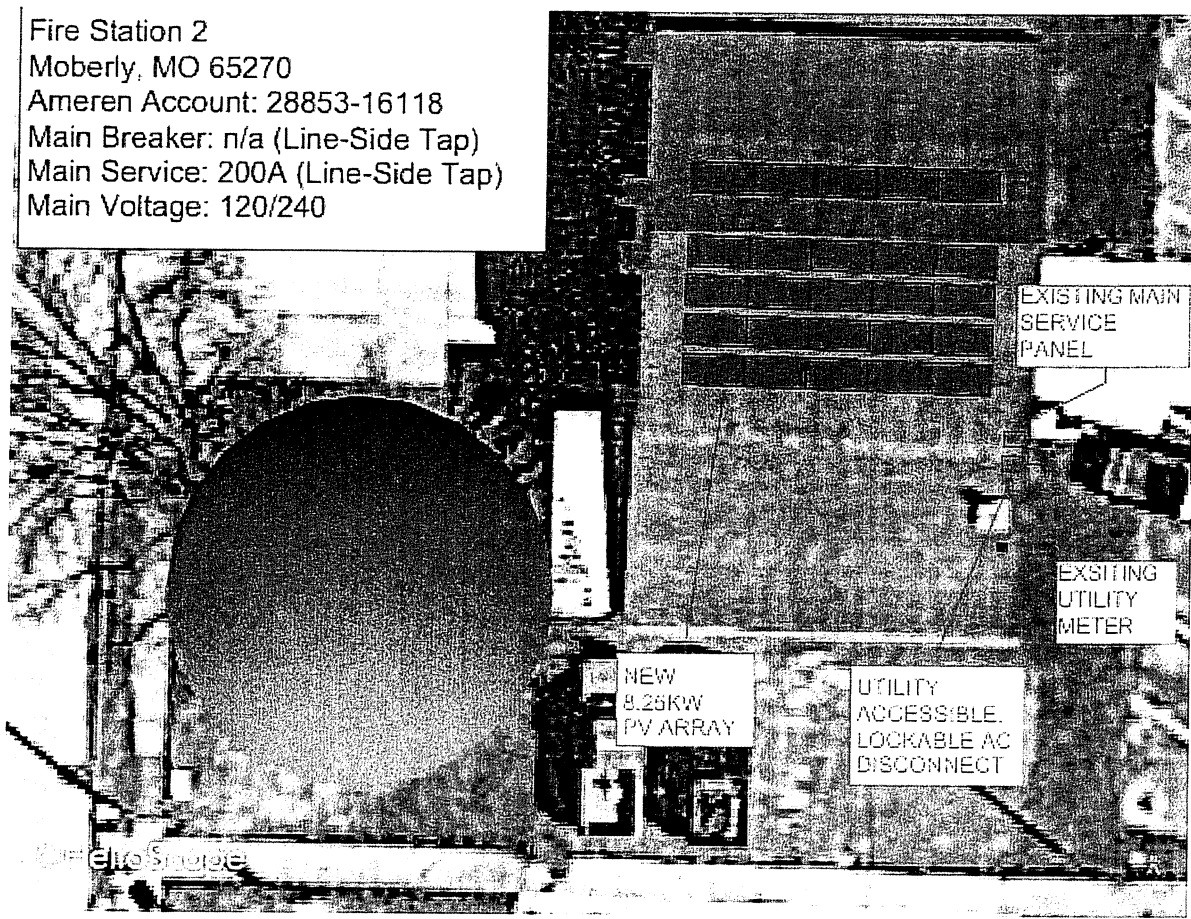


Lift Station Plant (aka Waste Water Plant): 1429 CR 2350



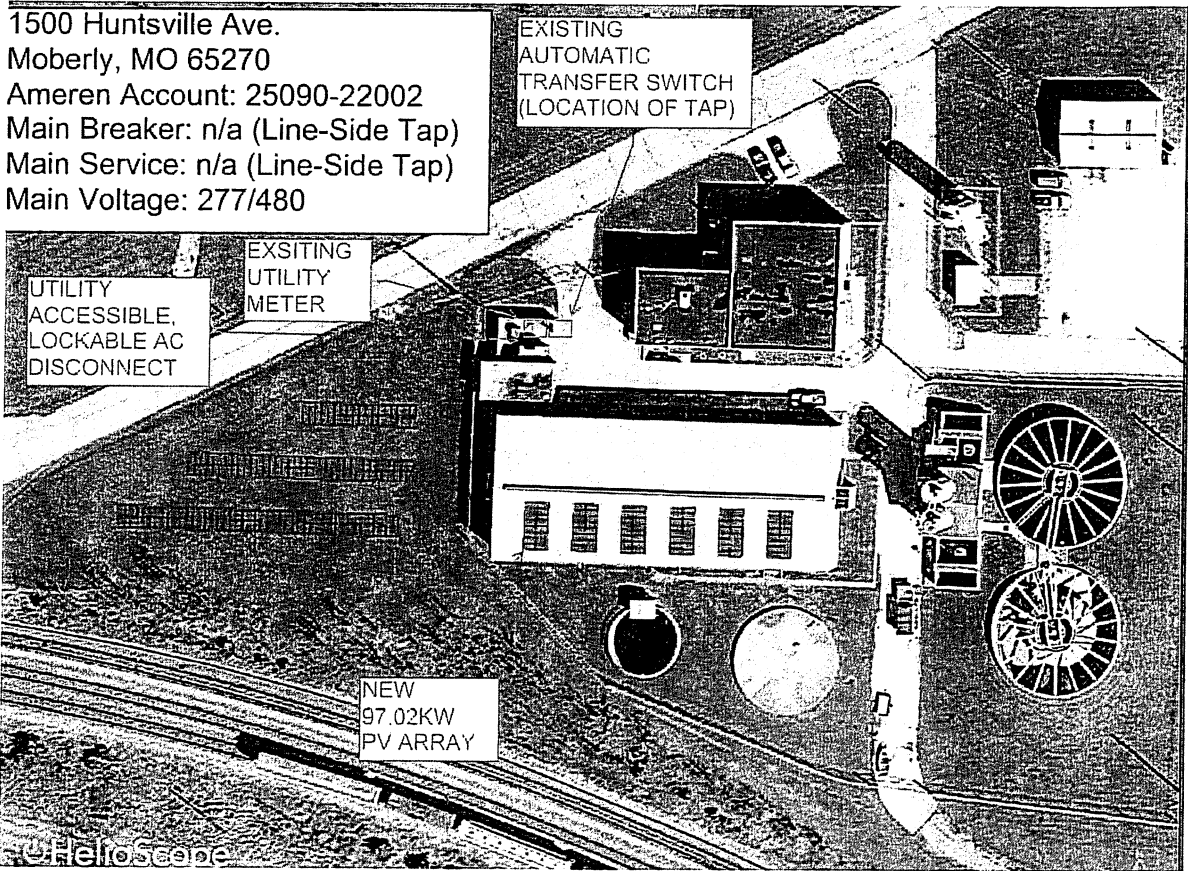
Fire Station 2: 1000 N. Morley

Fire Station 2
Moberly, MO 65270
Ameren Account: 28853-16118
Main Breaker: n/a (Line-Side Tap)
Main Service: 200A (Line-Side Tap)
Main Voltage: 120/240

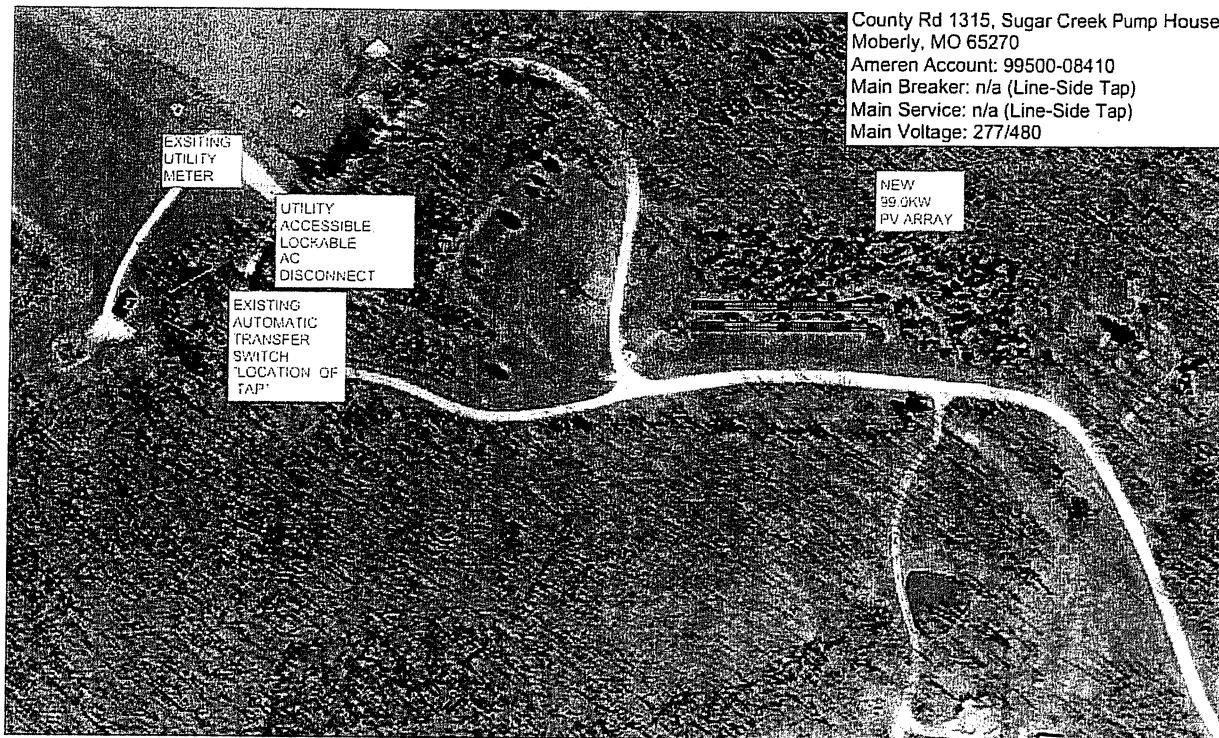


Water Filter Treatment Plant: 1500 Huntsville Ave.

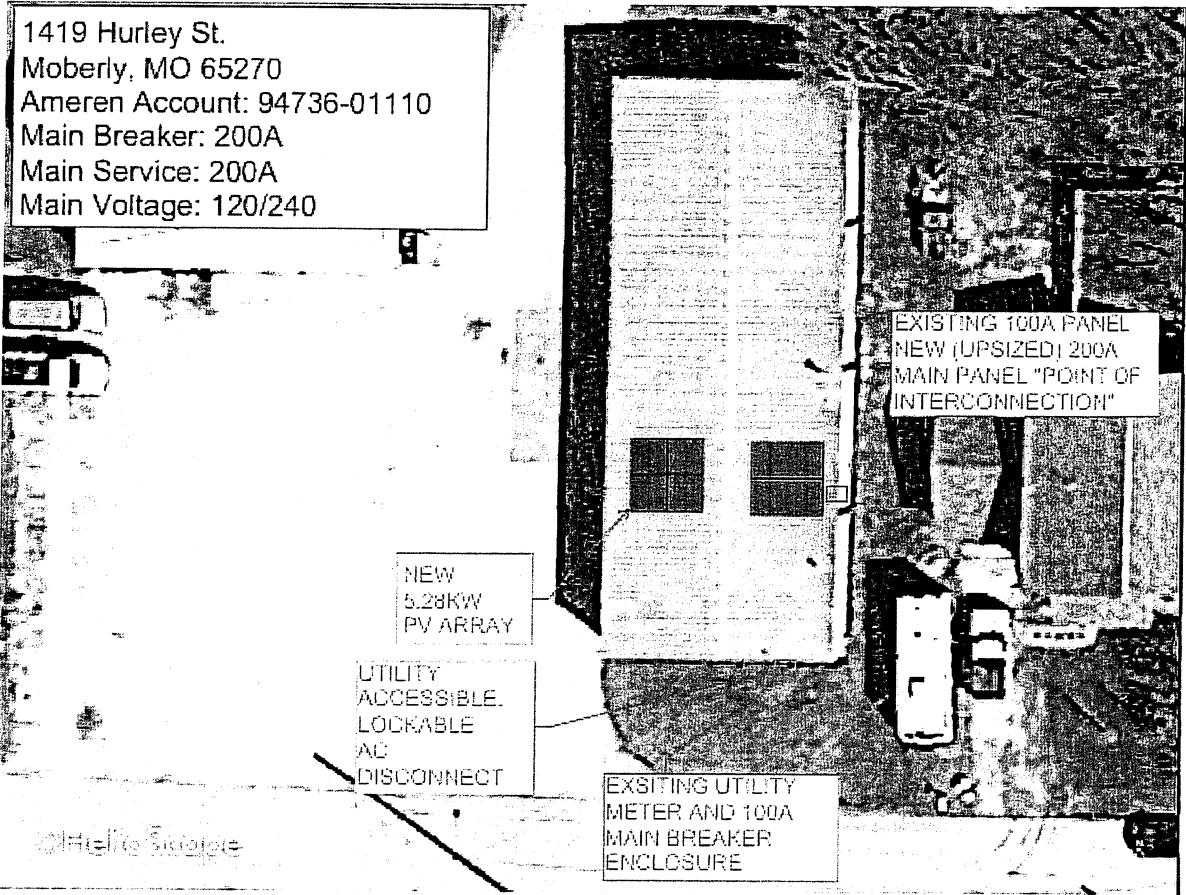
1500 Huntsville Ave.
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Ameren Account: 25090-22002
Main Breaker: n/a (Line-Side Tap)
Main Service: n/a (Line-Side Tap)
Main Voltage: 277/480



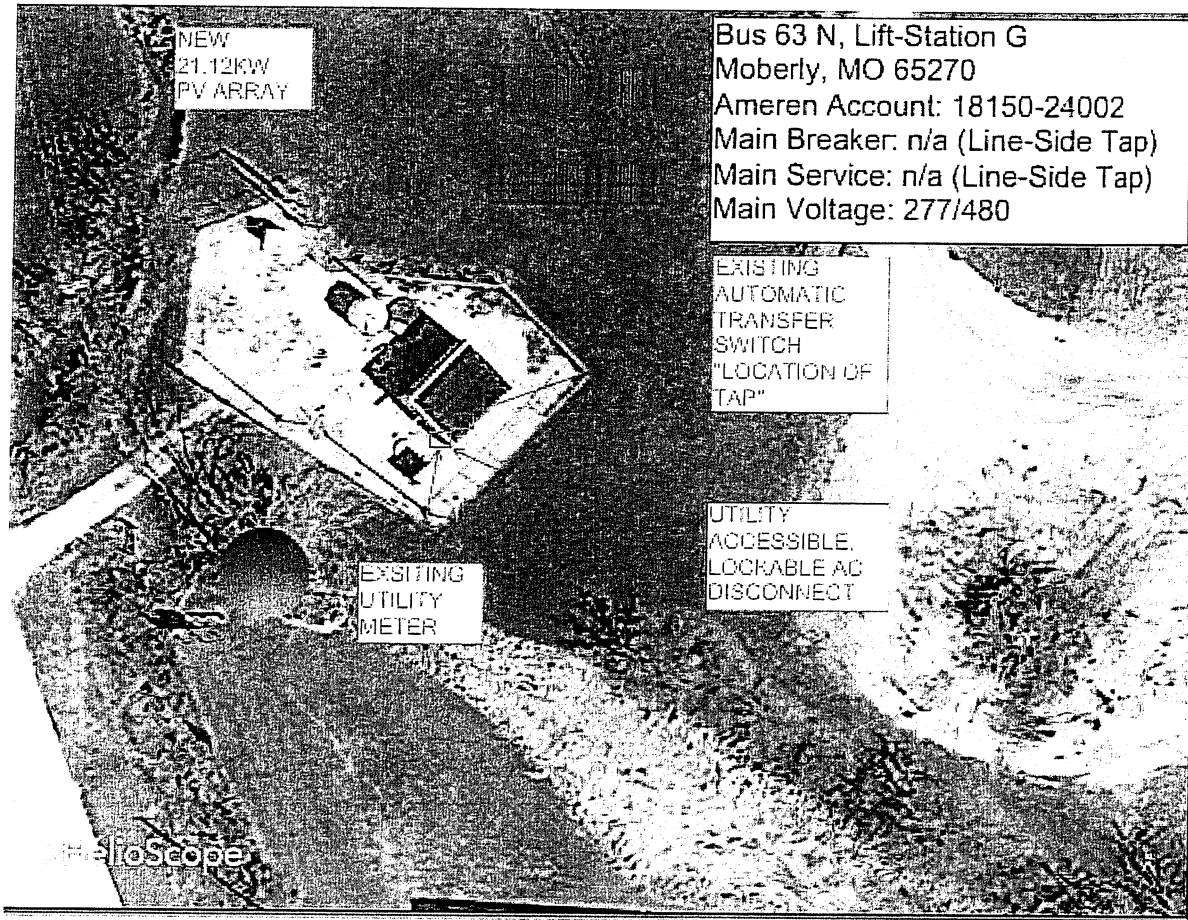
Sugar Creek Pumphouse: County Rd. 1315 (Highway DD)



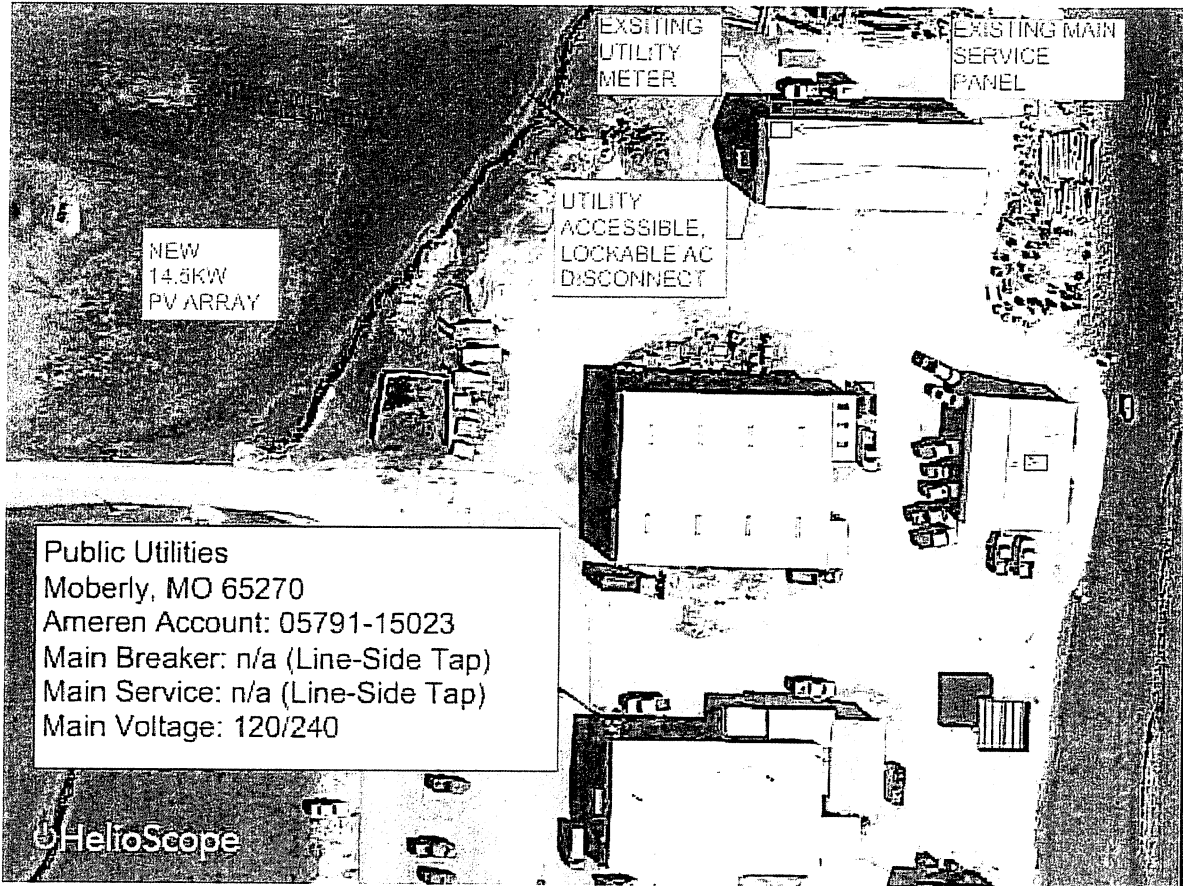
Water Maintenance Building: 1419 Hurley St.



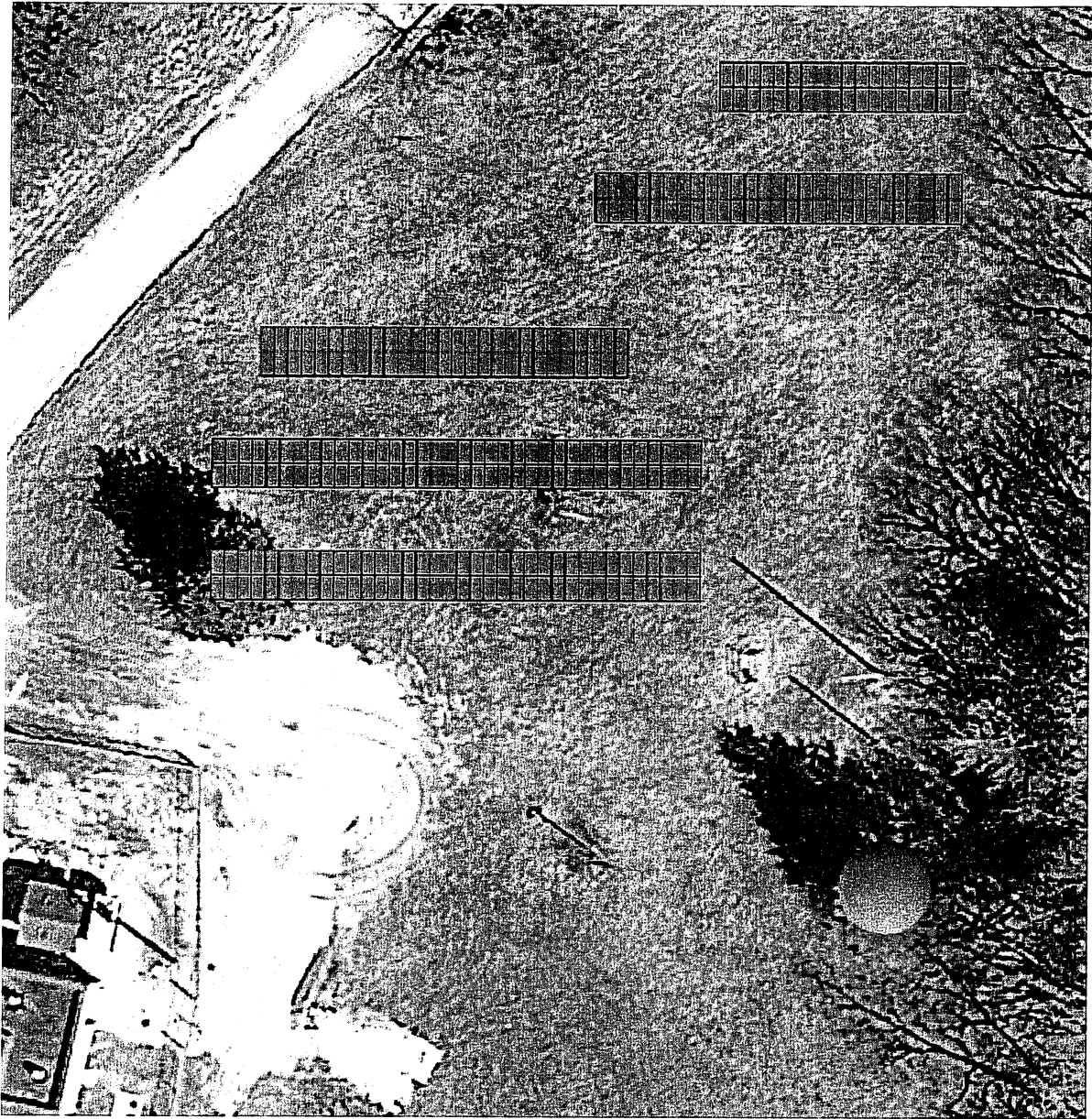
Morley Street Lift Station: Bus 63 N



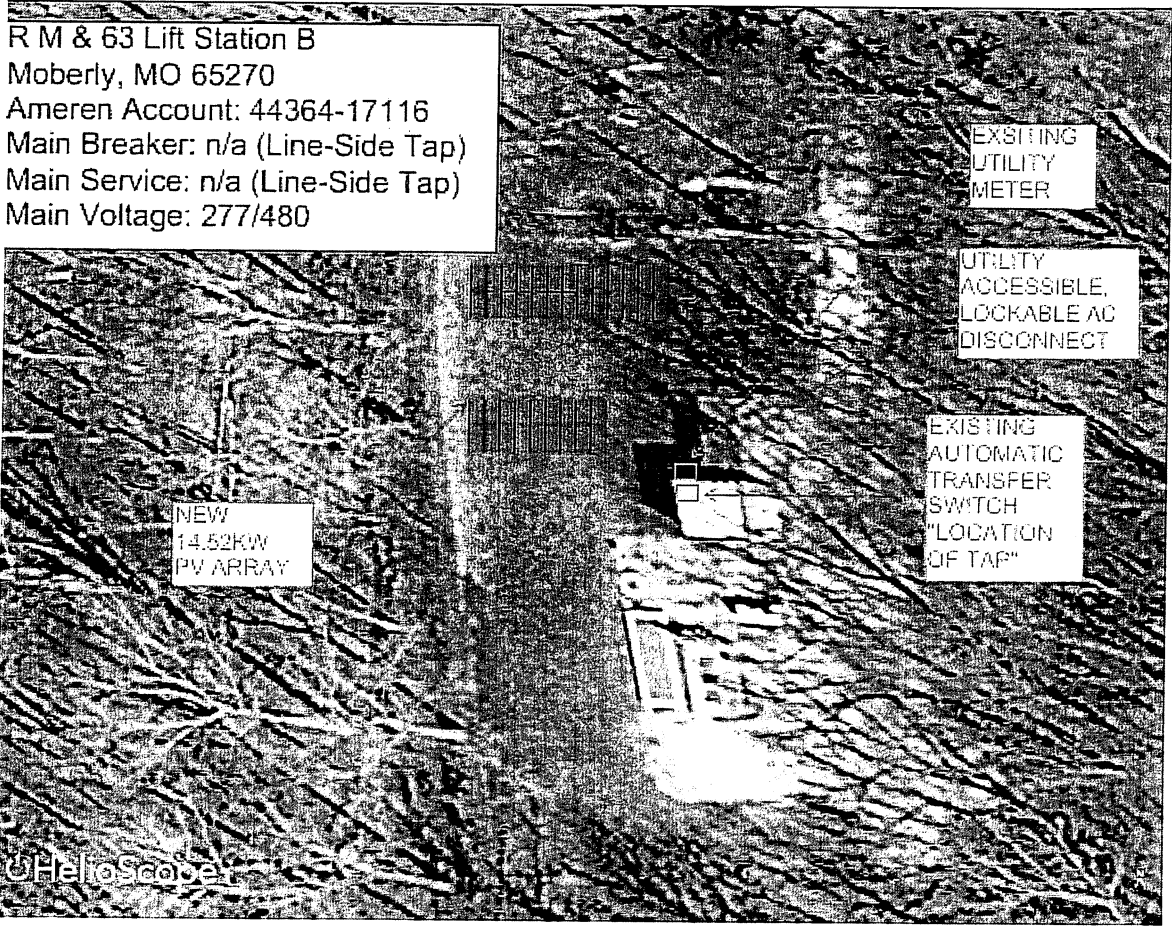
Public Utility Bldg – Street Maintenance: 2300 N Morley



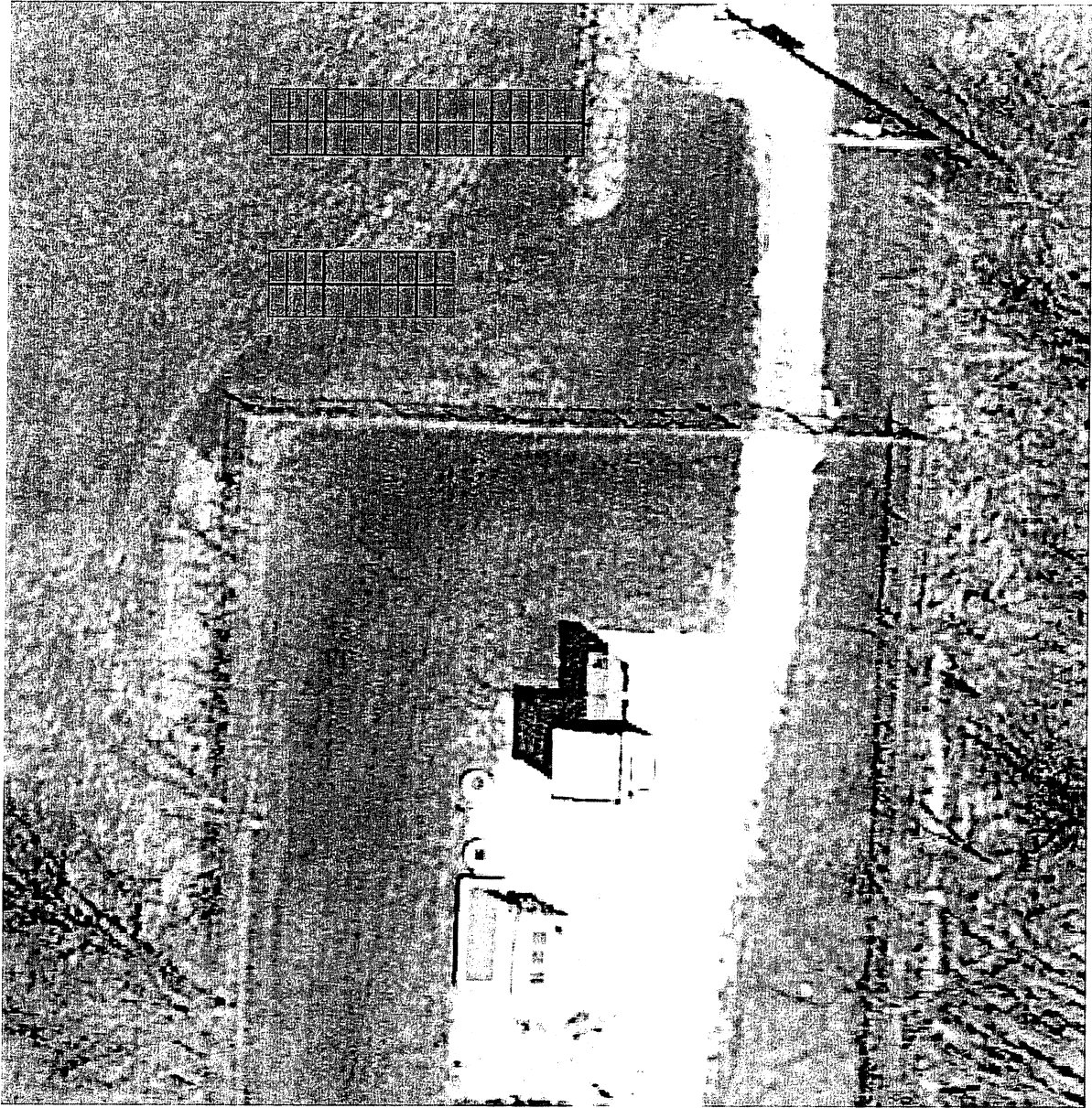
Seven Bridges Lift Station: Seven Bridges Rd. W.



Darwood Lift Station: RM & 63



McKinsey Lift Station: Jct. McKinsey St.



Howard Hills Ballpark: 2002 West, US-24

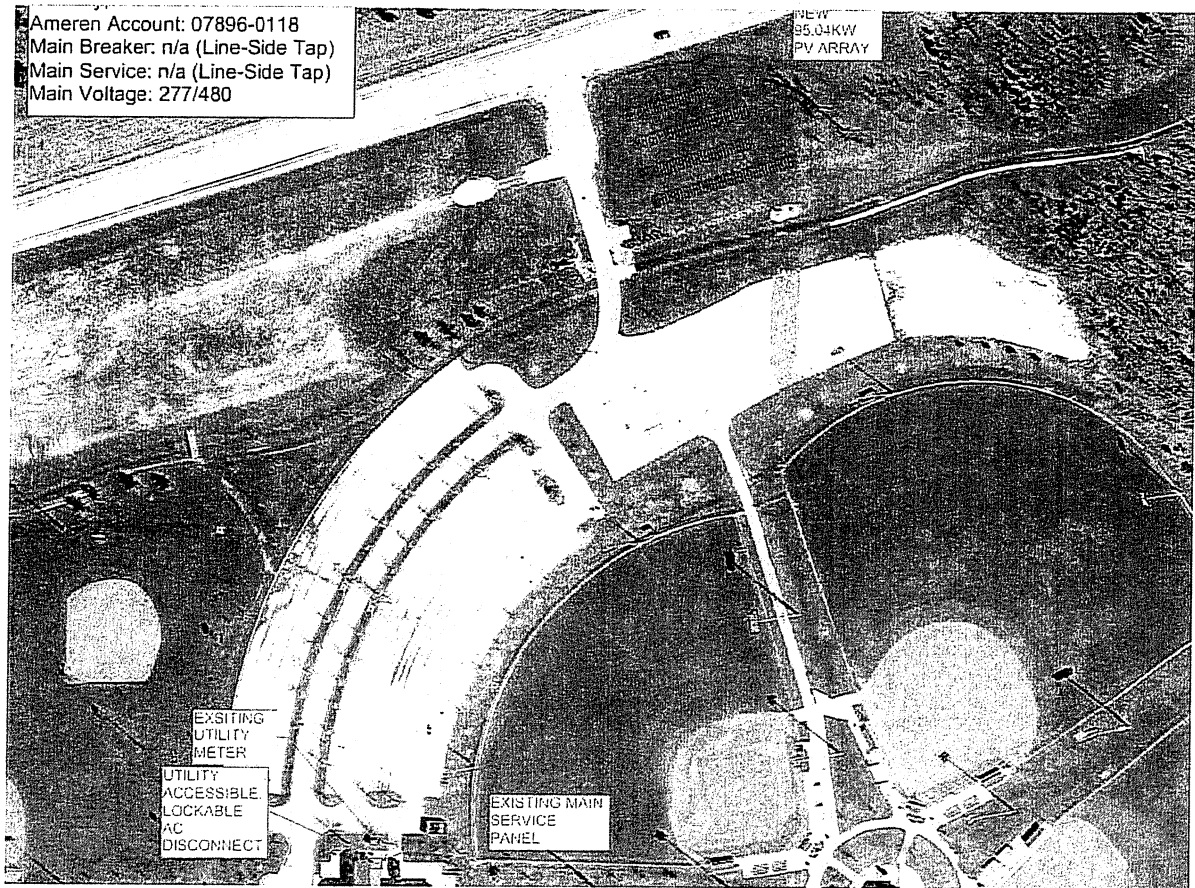


EXHIBIT C**Burdened Property****Animal Shelter & Rollins St. Lift Station**

Address: 153 W. Outer Road Moberly, MO 65270 & 155 W. Outer Rd. Moberly, MO. 65270

Parcel Number: 09-3.0-06.0-0.0-000-003.002

Owner: City of Moberly, Missouri

Brief Description: Approx. 22 Acres.

That Part of the E1/2 of NW1/4 Described as: All that Part of the West 690 feet of the E1/2 of NW1/4 Lying NW1/4 South of Railroad and West of West Outer Road of Highway 63 and North of Highway EE. Section 6, Township 53, Range 13, Randolph County, Missouri

City Hall

Address: 101 W. Reed Moberly, MO. 65270

Parcel Number: 10-1.0-01.0-2.0-004-001.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.88 acres

Lots 13 Thru 24, Block 13 Original Town of Moberly

Section 1, Township 53, Range 14, Randolph County, Missouri

Park Maintenance

Address: 304 Rothwell Park Moberly, MO 65270

Parcel Number: 10-2.0-03.0-0.0-001-001.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 207.00 Acres

NE1/4 of Section 3; Also, Part of the NW1/4 of the SE1/4 beginning at the NW corner thence S 400 feet, thence East 450 feet, thence North 400 feet, thence West 450 feet to the point of beginning; Also, all the NE1/4 of the SE1/4 lying North and West of Road.

Section 3, Township 53, Range 14, Randolph County, Missouri.

Police Department and Fire Department

Address: 300 N. Clark Moberly, MO 65270 & 310 N. Clark Moberly, MO. 65270

Parcel Number: 10-1.0-01.0-2.0-002-002.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.93 Acres

A portion of Lots 1 thru 10, Block 14, Original Town of Moberly, Described as Beginning at the SE Corner of Lot 1, thence North 175 feet, thence Northwesterly along Sturgeon Street 245 feet, Thence South to North line of Coates Street, Thence East to the point of beginning.

Section 1, Township 53, Range 14, Randolph County, Missouri

Street Maintenance, Public Utility Bldg & Morley St. Lift Station

Address 2300 Morley Moberly, MO 65270, 2600 Morley, Moberly, MO 65270 & Business 63 N. Moberly, MO. 65270

Parcel Number: 07-7.0-25.0-2.0-000-006.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 16.00 Acres

Part of the East 1/2 of NW 1/4

Section 25, Township 54, Range 14, Randolph County, Missouri

Lift Station Plant (aka Waste Water plant)

Address: 1429 CR 2350 Moberly, MO. 65270

Parcel Number: 08-8.0-33.0-0.0-000-004.002

Owner: City of Moberly, Missouri

Brief Description: Approx. 149.00 Acres

Section 33, Township 54, Range 13, Randolph County, Missouri

Fire Station #2

Address: 1000 N. Morely or X, Fire Station #2 Moberly, MO 65270

Parcel Number: 07-7.0-36.0-4.0-001-074.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.33 Acres

Lot 13 and 14, Block 6, Coates & Chandler's 1st Addition

Section 36, Township 54, Range 14, Randolph County, Missouri

Water Filter Treatment Plant

Address: 1500 Huntsville Ave. Moberly, MO 65270

Parcel Number: 07-7.0-35.0-2.0-000-045.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 1.96 Acres

Lots 1 thru 15, Block 6, Grandview Addition

Section 35, Township 54, Range 14, Randolph County, Missouri

Water Maintenance Bldg.

Address: 1419 Hurley St. Moberly, MO. 65270

Parcel Number: 07-7.0-35.0-2.0-000-044.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.54 Acres

Lots 9 thru 13 Block 5, Grandview Addition

Section 35, Township 54, Range 14, Randolph County, Missouri

Seven Bridges Lift Station

Address: Seven Bridges Rd. W. Moberly, MO 65270
Parcel Number: 10-1.0-11.0-0.0-000-134.000
Owner: City of Moberly, Missouri
Brief Description: Approx. 12.00 Acres
Part of the NW1/4
Section 11, Township 53, Range 14, Randolph County, Missouri

Darwood Lift Station

Address: RM & 63 (Darwood Circle) Moberly, MO, 65270
Parcel Number: 09-4.0-18.0-0.0-000-004.000
Owner: City of Moberly, Missouri
Brief Description: Approx. 0.99 Acres
Part of Darwood Hills Addition (Lot 10)
Section 18, Township 53, Range 13, Randolph County, Missouri

McKinsey Lift Station

Address: Jct. McKinsey St. Moberly, MO 65270
Parcel Number: 09-3.0-07.0-0.0-000-002.000
Owner: Barbra Knaebel Trust
Brief Description: Approx. 131.00 Acres
Part of the E1/2 of the NW1/4 lying West of US Highway 63 and All of that part of the East1/2 of the N1/2 of the SW1/4 lying West of US Highway 63
Section 7, Township 53, Range 13, Randolph County, Missouri

Howard Hills Ballpark

Address: 2002 West, US-24 Moberly, MO 65720
Parcel Number: 10-2.0-03.0-0.0-000-001.000
Owner: City of Moberly, Missouri
Brief Description: Approx. 79.00 Acres
N1/2 of NW1/4 Lying South of US Highway 24
Section 3, Township 53, Range 14, Randolph County, Missouri

Sugar Creek

Address: Sugar Creek Lane, Moberly, MO 65720
Parcel Number: 07-5.0-15.0-0.0-000-002.000
Owner: City of Moberly, Missouri
Brief Description: Approx. 309.00 Acres
All that Part of Section 15 designated for Sugar Creek Reservoir & Park except for property described in Book 827, at Page 625
Section 15, Township 54, Range 14, Randolph County, Missouri

EXHIBIT D

Projection

<u>Year</u>	<u>Projected Annual Production (kWh)</u>	<u>Guaranteed Production (kWh)</u>
1	1,128,780	x 95% = 1,072,341
2	1,128,780	x 95% = 1,072,341
3	1,128,780	x 95% = 1,072,341
4	1,128,780	x 95% = 1,072,341
5	1,128,780	x 95% = 1,072,341
6	1,128,780	x 92% = 1,038,477
7	1,128,780	x 92% = 1,038,477
8	1,128,780	x 92% = 1,038,477
9	1,128,780	x 92% = 1,038,477
10	1,128,780	x 92% = 1,038,477
11	1,128,780	x 89% = 1,004,614
12	1,128,780	x 89% = 1,004,614
13	1,128,780	x 89% = 1,004,614
14	1,128,780	x 89% = 1,004,614
15	1,128,780	x 89% = 1,004,614
16	1,128,780	x 86% = 970,750
17	1,128,780	x 86% = 970,750
18	1,128,780	x 86% = 970,750
19	1,128,780	x 86% = 970,750
20	1,128,780	x 86% = 970,750

ESTOPPEL AND AMENDMENT AGREEMENT
(License Agreement – City of Moberly)

This **ESTOPPEL AND AMENDMENT AGREEMENT** (this “**Agreement**”) is made as of July __, 2019 (the “**Estoppel Date**”), by and between **CITY OF MOBERLY, MISSOURI** (“**Licensor**”) and **MOBERLY SOLAR, LLC**, a Missouri limited liability company (“**Project Company**”).

A. Licensor and Project Company previously entered into that certain License Agreement dated as of March 13, 2019 (the “**License Agreement**”), in connection with the photovoltaic solar systems listed on Exhibit C attached hereto (each, a “**System**” and, collectively, the “**Systems**”), which Systems will be located on certain property of Licensor in Moberly, Missouri, and developed, owned and operated by Project Company;

B. Licensor understands and acknowledges, based on information from Project Company, that Sun Nights, LLC, a Delaware limited liability company (“**Investor Member**”), intends to acquire membership interests in and make a substantial financial investment in Project Company’s direct or indirect owners (collectively, the “**Transaction**”), and following the consummation of the Transaction, Investor Member will be an indirect owner of Project Company;

C. Investor Member would not agree to complete such Transaction unless each of Licensor and Project Company executes and delivers this Agreement confirming the status of the License Agreement and certain matters contained therein, and amending certain provisions of the License Agreement.

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Licensor and Project Company hereby agree as follows::

1. Amendments. The following provisions of the License Agreement are amended and modified as indicated below, effective as of the Estoppel Date:

(a) Schedule A of the License Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

(b) Schedule B of the License Agreement is hereby deleted in its entirety and replaced with Exhibit B attached hereto.

2. Estoppel.

(a) Agreement Status. Licensor hereby certifies, agrees, represents, warrants and acknowledges to Investor Member and each of its successors and assigns that, as of the Estoppel Date:

i) Licensor is the current Licensor under the License Agreement, and to the best of Licensor’s knowledge, Project Company is the current licensee of the

Site. Licensor has entered into no oral or written agreement for use of all or any portion of the Site by anyone other than Project Company.

ii) The annual fee under the License Agreement is Ten Dollars (\$10.00) per year, as described in Section 4 of the License Agreement. The License Fee is payable annually, if so requested by Licensor.

iii) The License Agreement has not been terminated by Licensor or Project Company. The term of the License Agreement commenced on March 13, 2019 and expires upon the earlier of (i) sixty (60) days after the expiration or termination of that certain Solar Services Agreement, by and between Licensor and Project Company, dated as of March 13, 2019 (as amended, the “Solar Services Agreement”), (ii) removal of the solar equipment in accordance with the Solar Services Agreement, or (iii) purchase of the solar equipment by Licensor in accordance with the Solar Services Agreement.

iv) All fees and other sums owed by Project Company under the License have been paid through the Estoppel Date. No outstanding sums are currently owed to Licensor by Project Company under the License Agreement.

v) True, correct and complete copies of all documents constituting the License Agreement are attached hereto as Exhibit C and, other than this Agreement and the Services Agreement, there are no written or oral agreements between Licensor and Project Company concerning the Site or the License Agreement.

vi) The License Agreement is in full force and effect and has not been assigned, modified, supplemented or further amended in any way whatsoever. The License Agreement constitutes the legal, valid and binding obligation of Licensor, enforceable against Licensor in accordance with its terms.

vii) Licensor has no knowledge of any present claim or grounds to terminate, cancel or surrender the License Agreement, and Licensor has not commenced any action or delivered any notice for the purpose of terminating, cancelling or surrendering the License Agreement.

viii) Licensor has not delivered or received any notices of default under the License Agreement; to the best knowledge of Licensor, there is no default by Project Company or Licensor under the License Agreement.

ix) Licensor holds fee title to the Site and has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the License Agreement or its interest in the Site except for any publicly financed bond transactions .

x) Licensors is not aware of any threatened or pending actions or proceedings in eminent domain or of any other governmental or judicial actions or proceedings against Licensors interest in the Site.

xi) Licensors is not aware of any violation of any governmental law or regulation applicable to the Site, including, without limitation, any environmental laws, and Licensors has no reason to believe that there are grounds for any claim of such violation.

xii) No third party has any option or preferential right to purchase or lease all or any part of the Site.

xiii) Neither Project Company nor any affiliate of Project Company has any direct or indirect ownership interest in Licensors or any affiliate of Licensors.

xiv) No voluntary actions or, to Licensors knowledge, involuntary actions are pending against Licensors under the insolvency or bankruptcy laws of the United States or any other jurisdiction.

(b) Notices. Licensors agrees that, during the Compliance Period, when giving notice to Project Company of any default or event of default under the License Agreement, Licensors shall concurrently provide a copy of such notice to Investor Member at the address set forth below, or such other address as Investor Member may designate in writing to Licensors from time to time. Licensors further agrees that the notice described above shall not be effective against Investor Member unless and until received by Investor Member. Notices to Investor Member shall be delivered to: Sun Nights, LLC, c/o Enhanced Capital Partners, 201 St. Charles Ave., Suite 3400, New Orleans, LA 70170, Attention: Shane McCarthy.

(c) Default. In the event of any default or event of default, or in the event of any condition which, either immediately or with the giving of notice or passage of time, would constitute an Event of Default on the part of Project Company under the License Agreement (any of the foregoing, a “**Default**”), Licensors shall not exercise any remedy available to Licensors under the License Agreement unless such Default remains uncured or un-remedied after the later of sixty (60) days after receipt by Investor Member of written notice of such Default pursuant to Section 2(c) above; provided, that, if such Default cannot be cured by the payment of money, and Investor Member has commenced and is diligently prosecuting a cure within such initial period, then Investor Member shall have such longer period of time (not to exceed 180 days) as may be reasonably necessary to complete such cure.

3. Conflicts. In the event of any conflict or inconsistency between the terms of this Agreement and the License Agreement, the terms of this Agreement shall govern and prevail.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law rules.

5. Binding Effect. Investor Member and its successors and assigns may rely upon the truth and accuracy of the certifications contained herein, and said certifications shall be binding upon Licensor and its successors and assigns.

6. Counterparts. To facilitate execution of this Agreement, Licensor and Project Company may execute and exchange by email counterparts of the signature pages, which email counterpart shall be binding as if they were originals. No originals shall be required.

[Signature page follows]

IN WITNESS WHEREOF, Licensor and Project Company have caused this Agreement to be duly executed as of the Estoppel Date.

Licensor:

City of Moberly, Missouri

By: _____

Name: _____

Title: _____

Project Company:

Moberly Solar, LLC

By: GC Solar 2019 Fund I, LLC, Its sole member

By: GC Solar MM, LLC, its manager

By: _____

Name: Mark E. Gardner

Title: Manager

Exhibit A

Schedule A

Attached.

Exhibit A

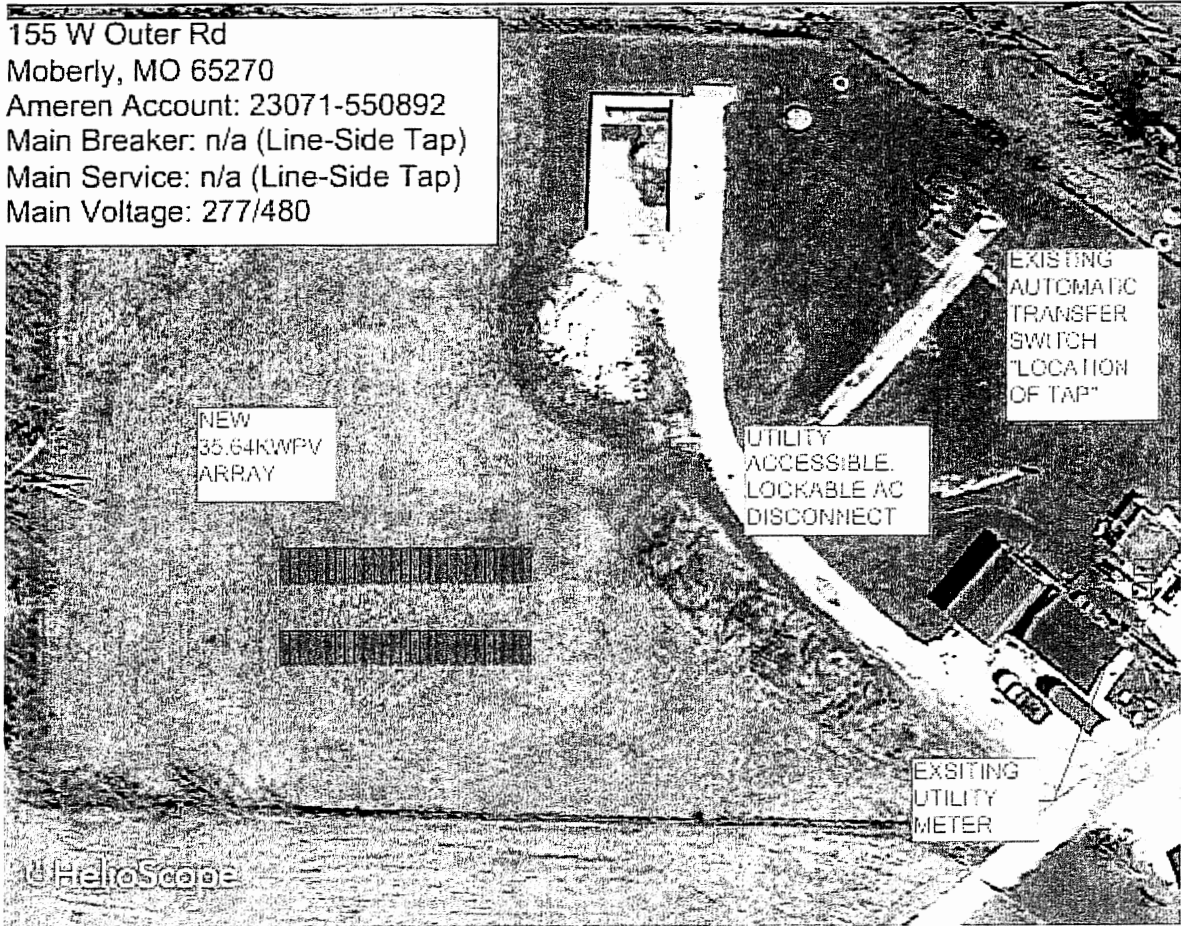
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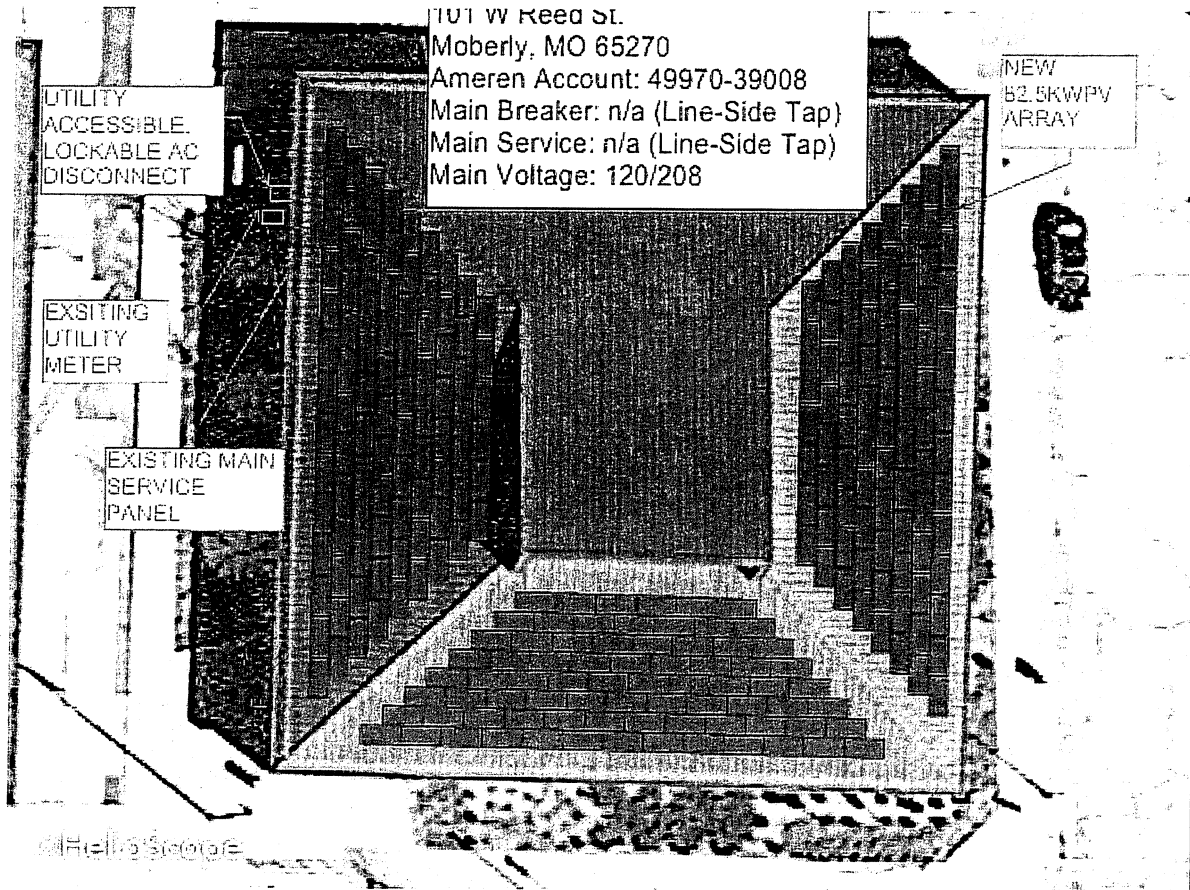


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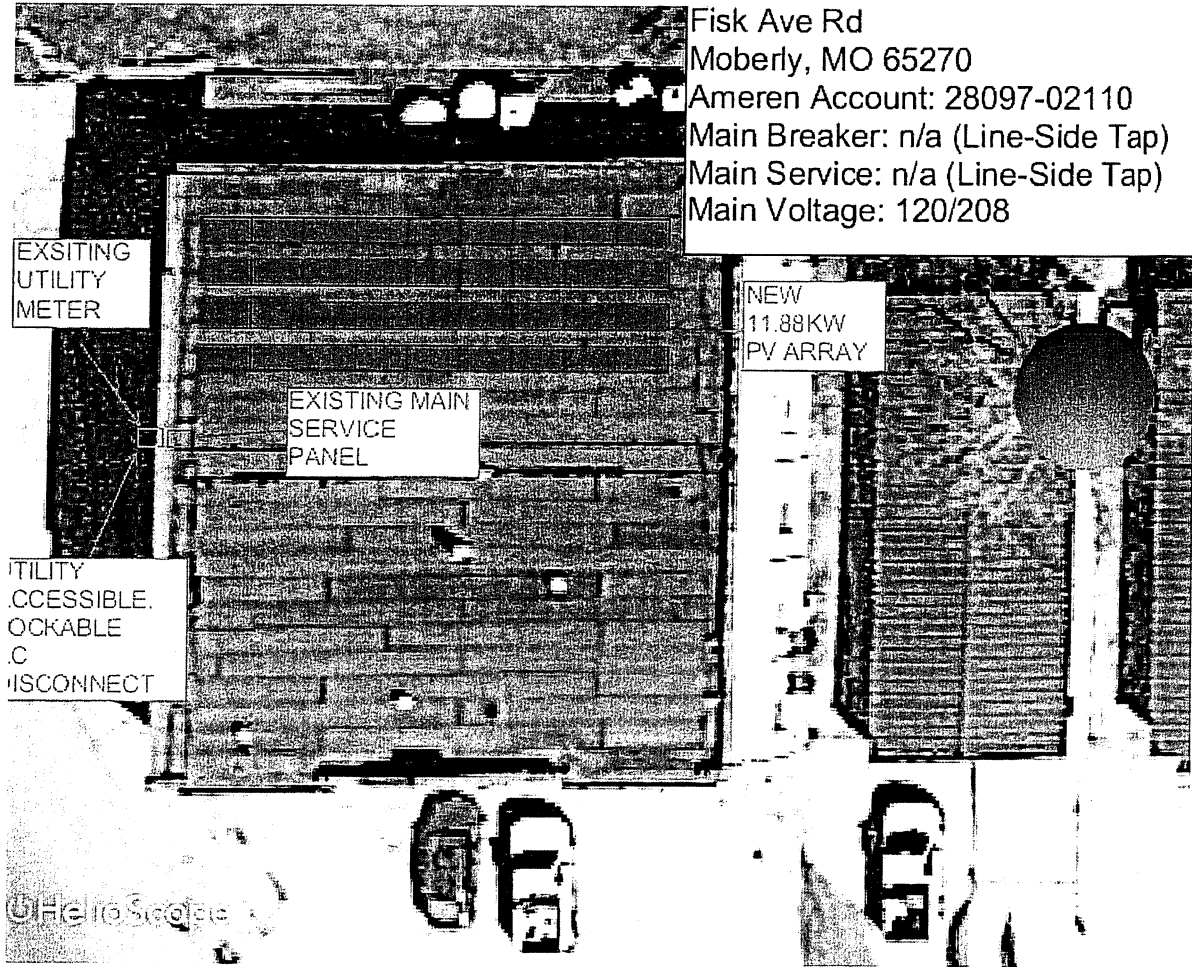
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Main Service: n/a (Line-Side Tap)
Main Voltage: 277/480



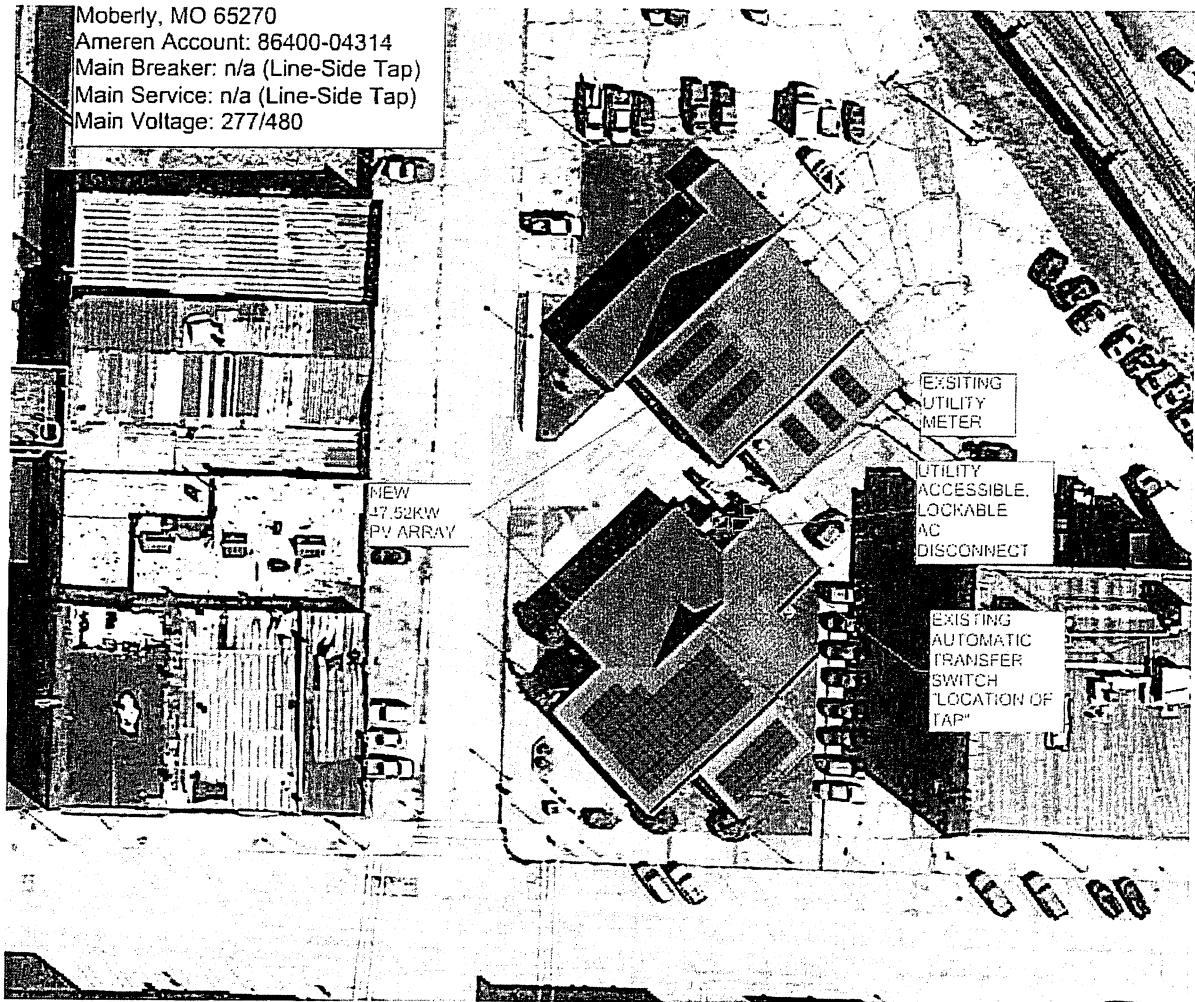
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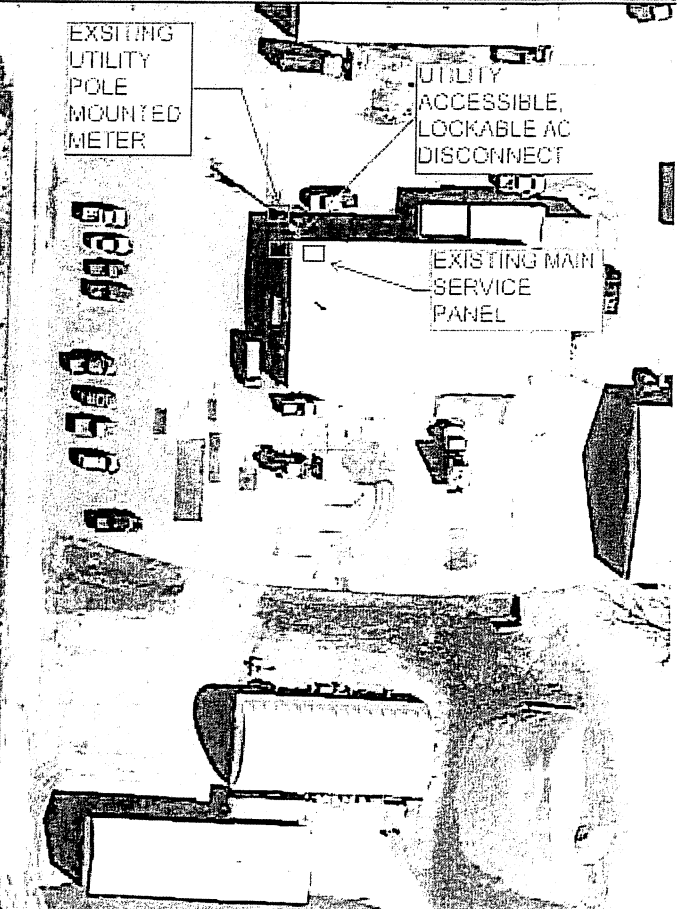
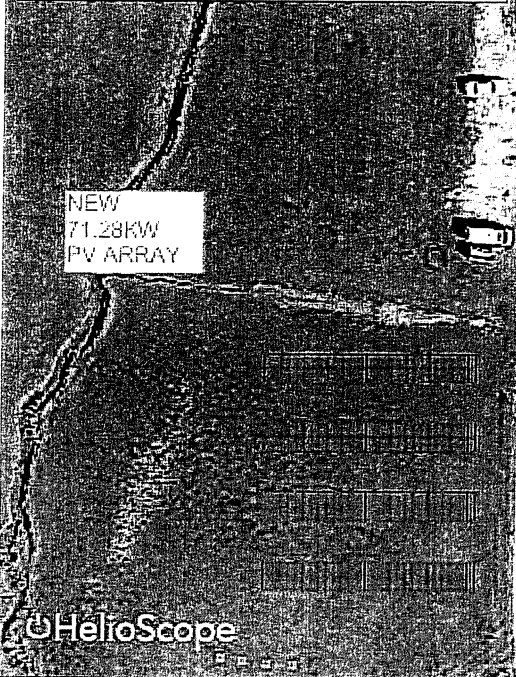


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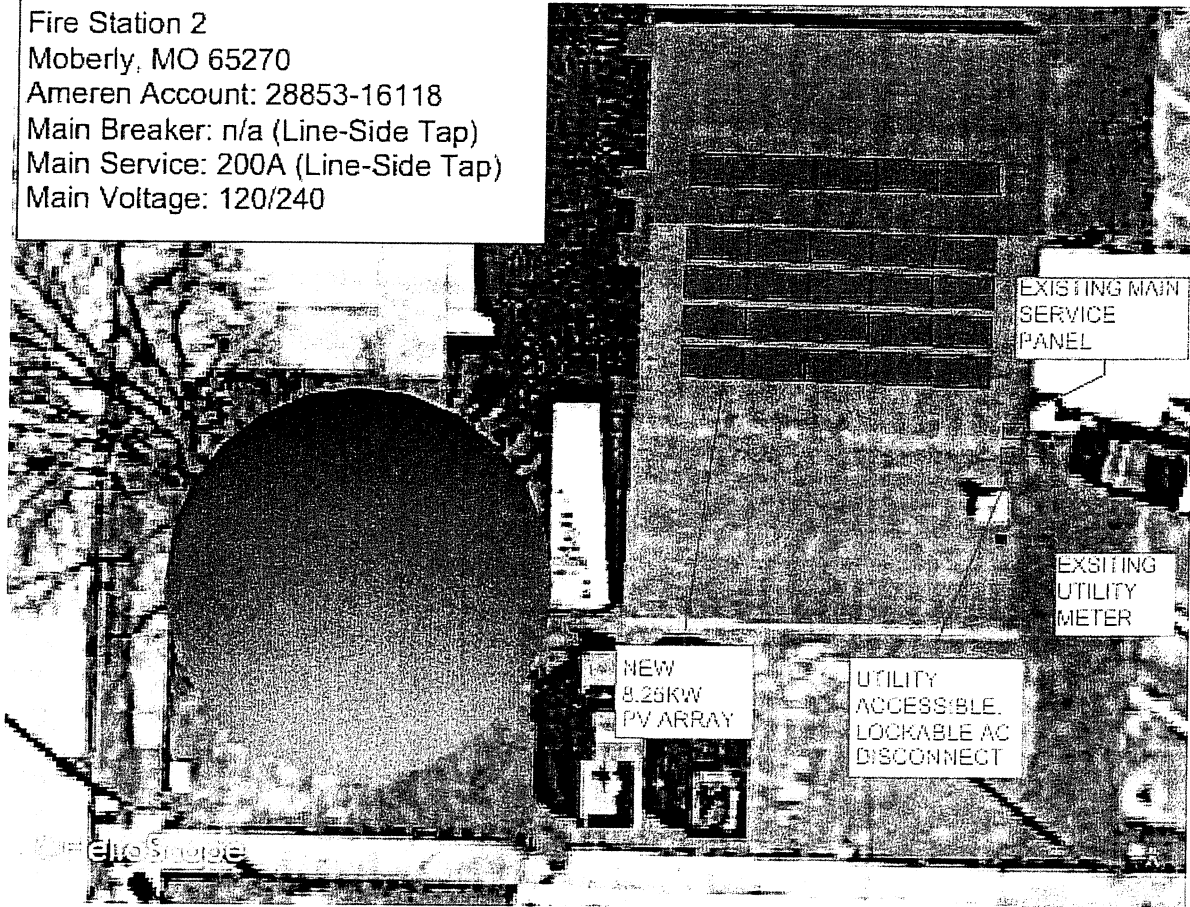


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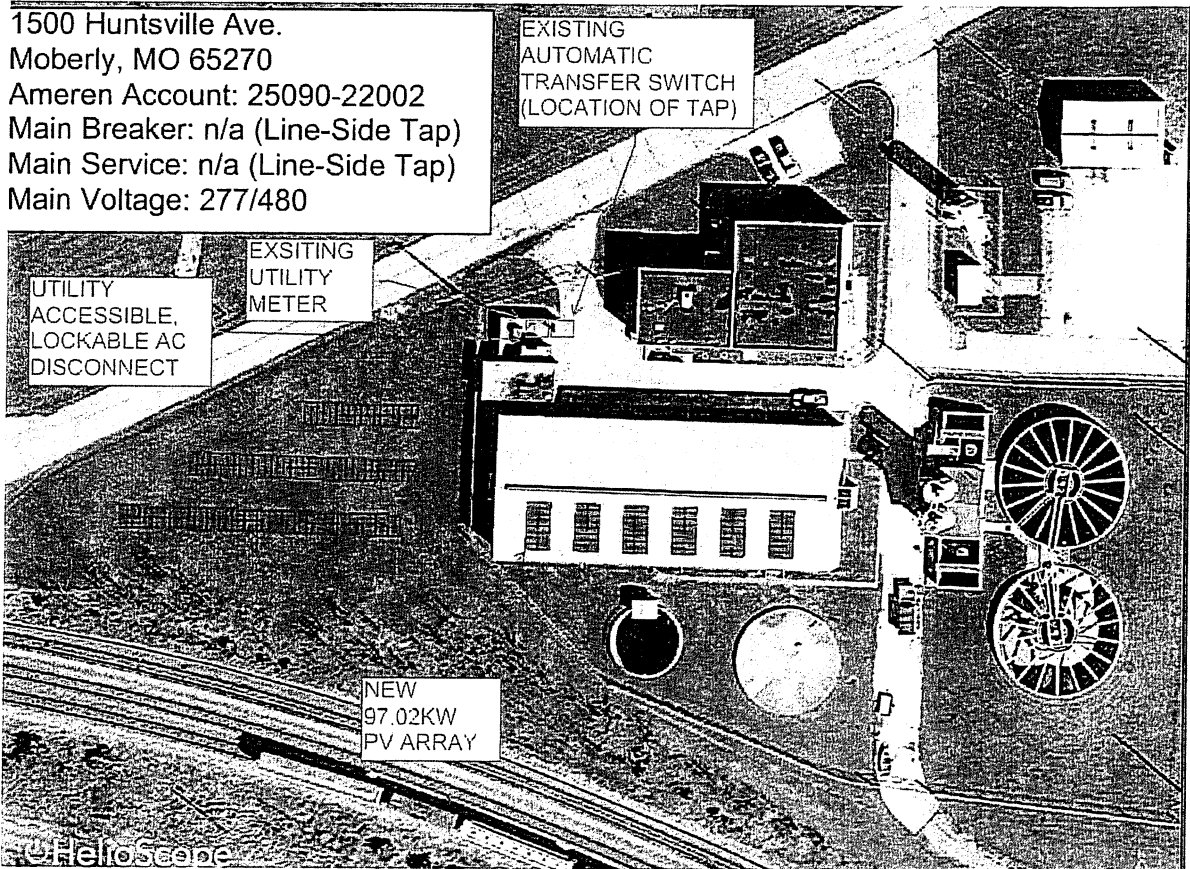
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Fire Station 2
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Ameren Account: 28853-16118
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Main Service: 200A (Line-Side Tap)
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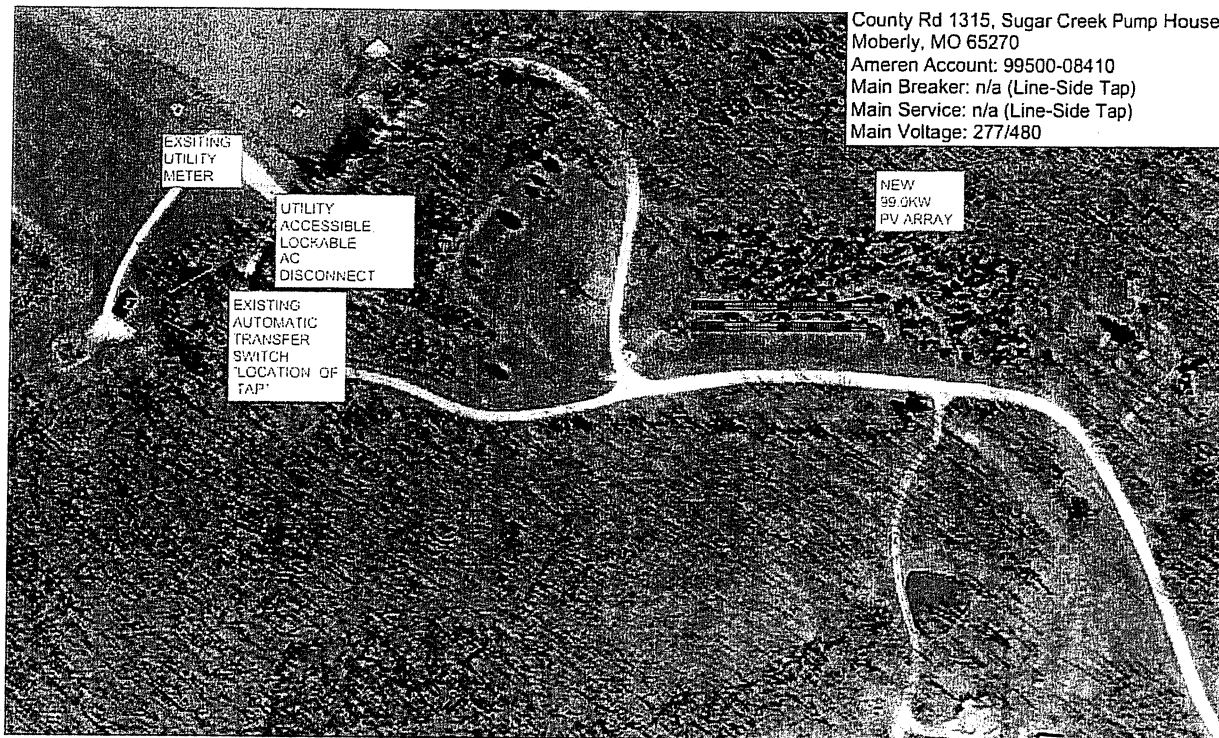


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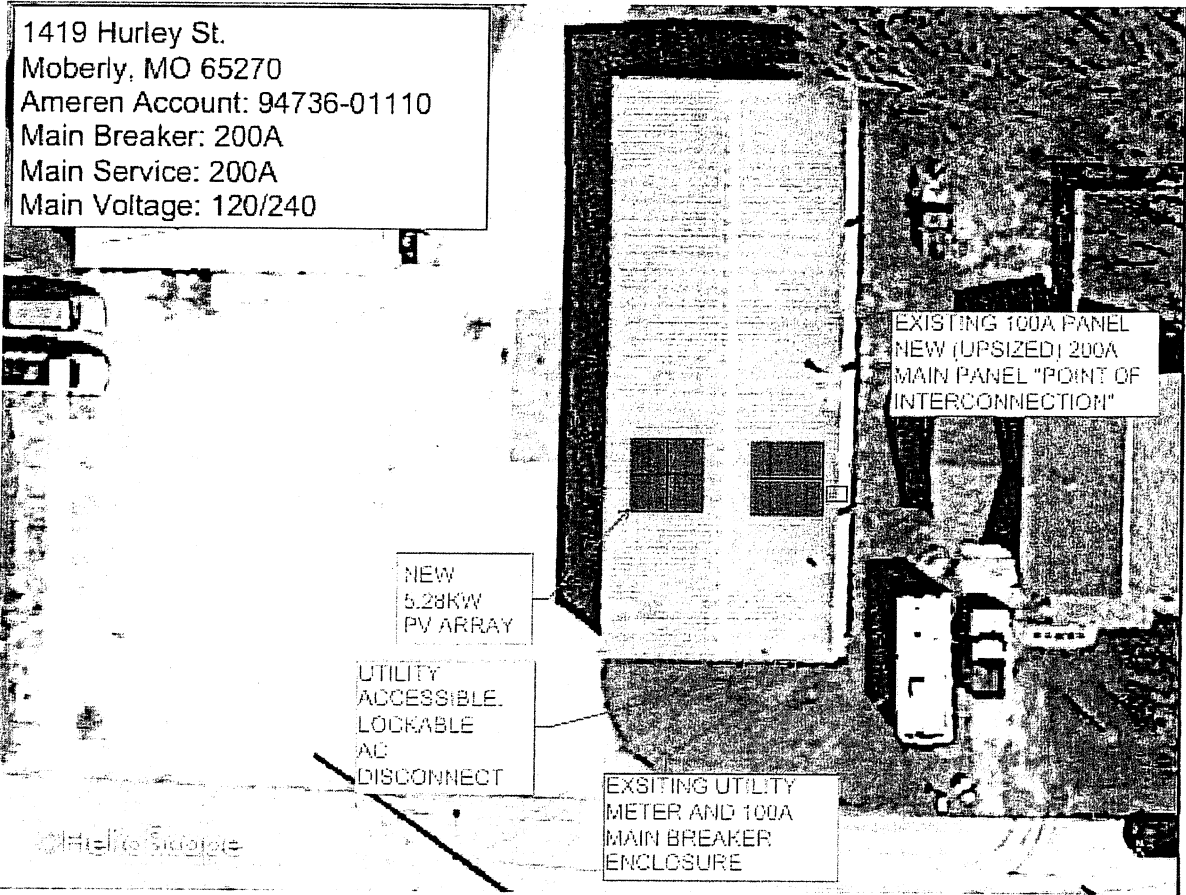
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Moberly, MO 65270
Ameren Account: 25090-22002
Main Breaker: n/a (Line-Side Tap)
Main Service: n/a (Line-Side Tap)
Main Voltage: 277/480



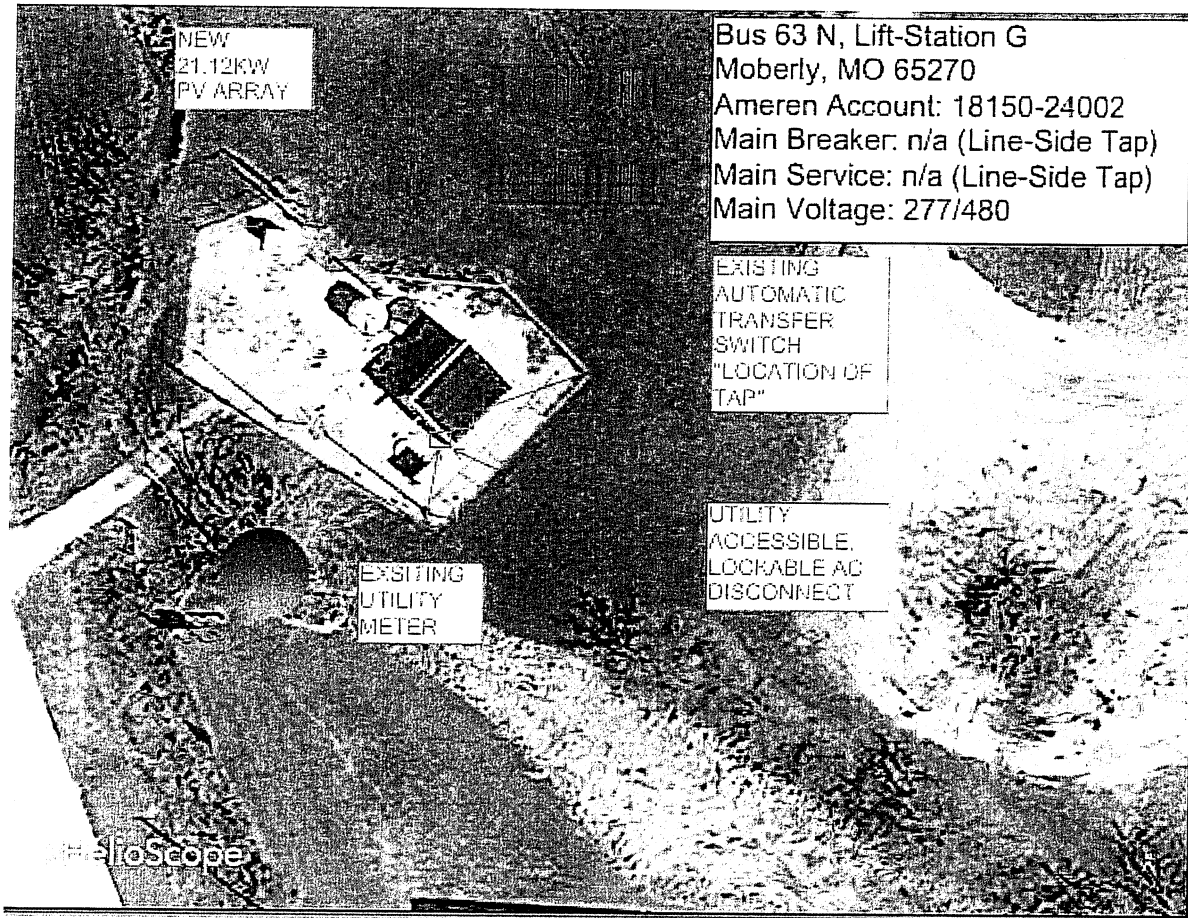
Sugar Creek Pumphouse: County Rd. 1315 (Highway DD)



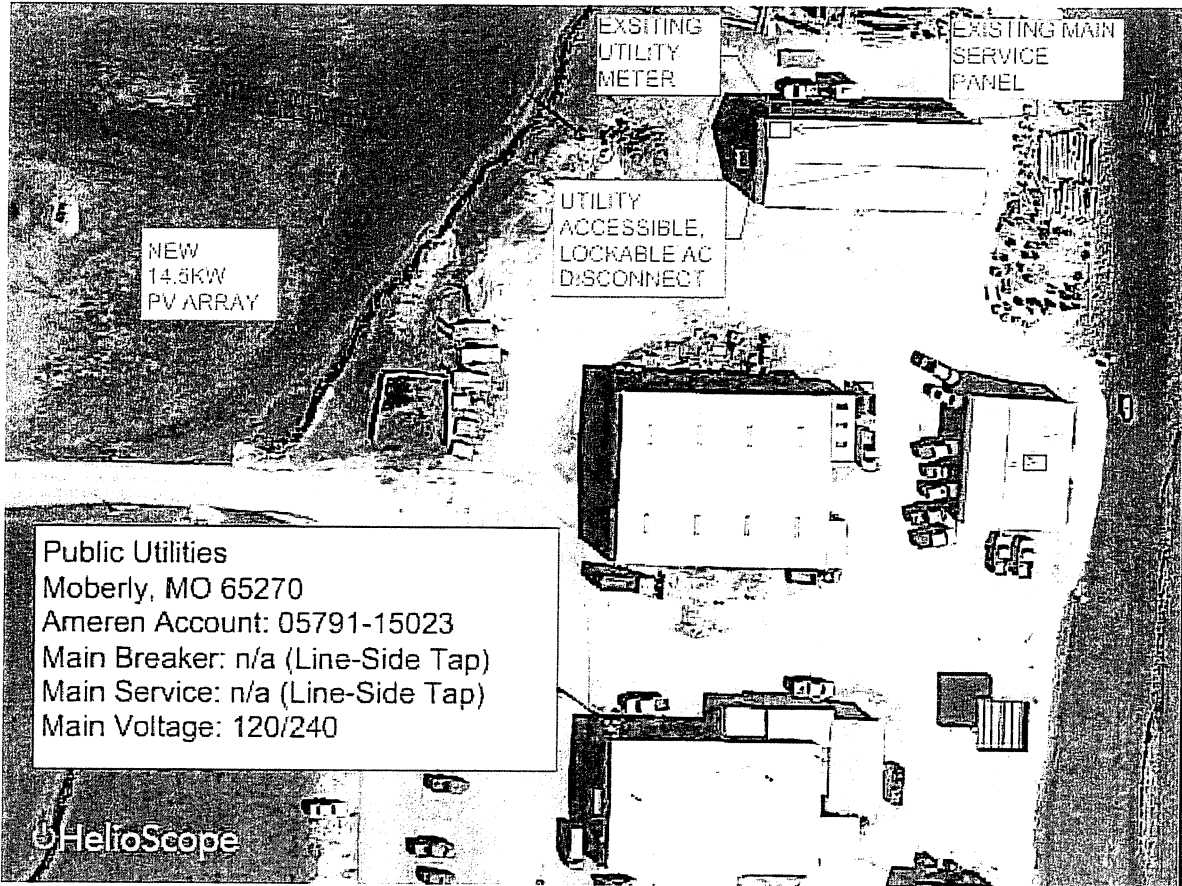
Water Maintenance Building: 1419 Hurley St.



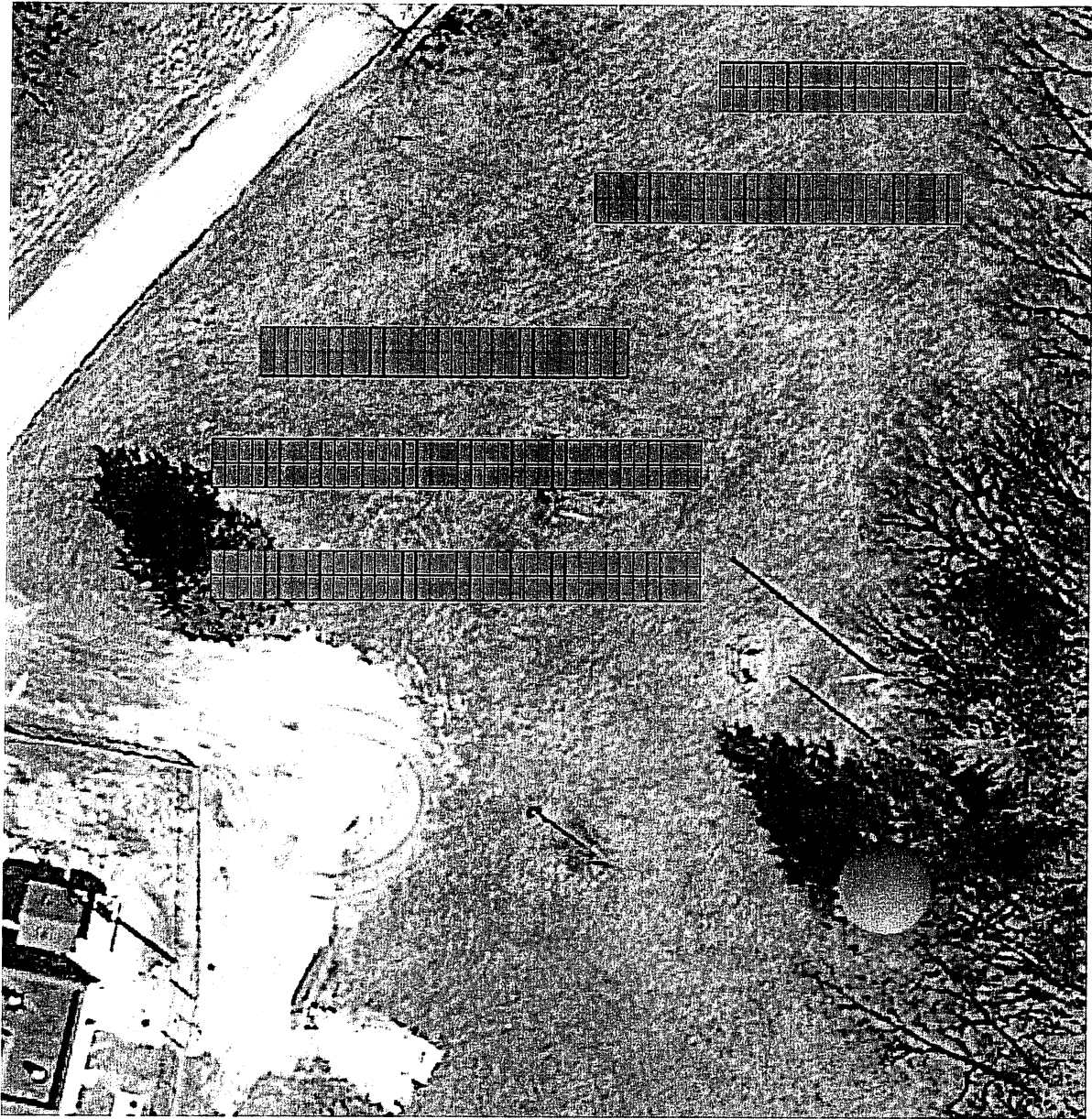
Morley Street Lift Station: Bus 63 N



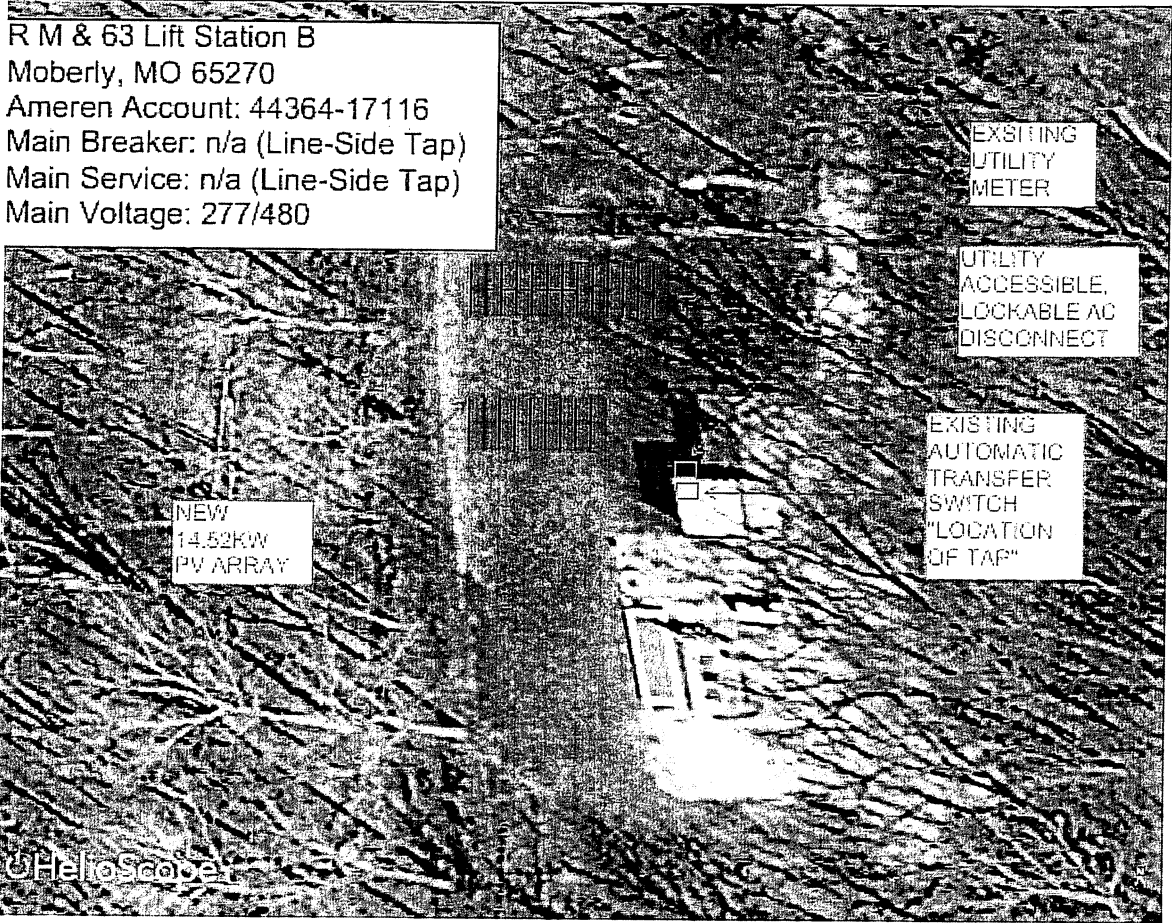
Public Utility Bldg – Street Maintenance: 2300 N Morley



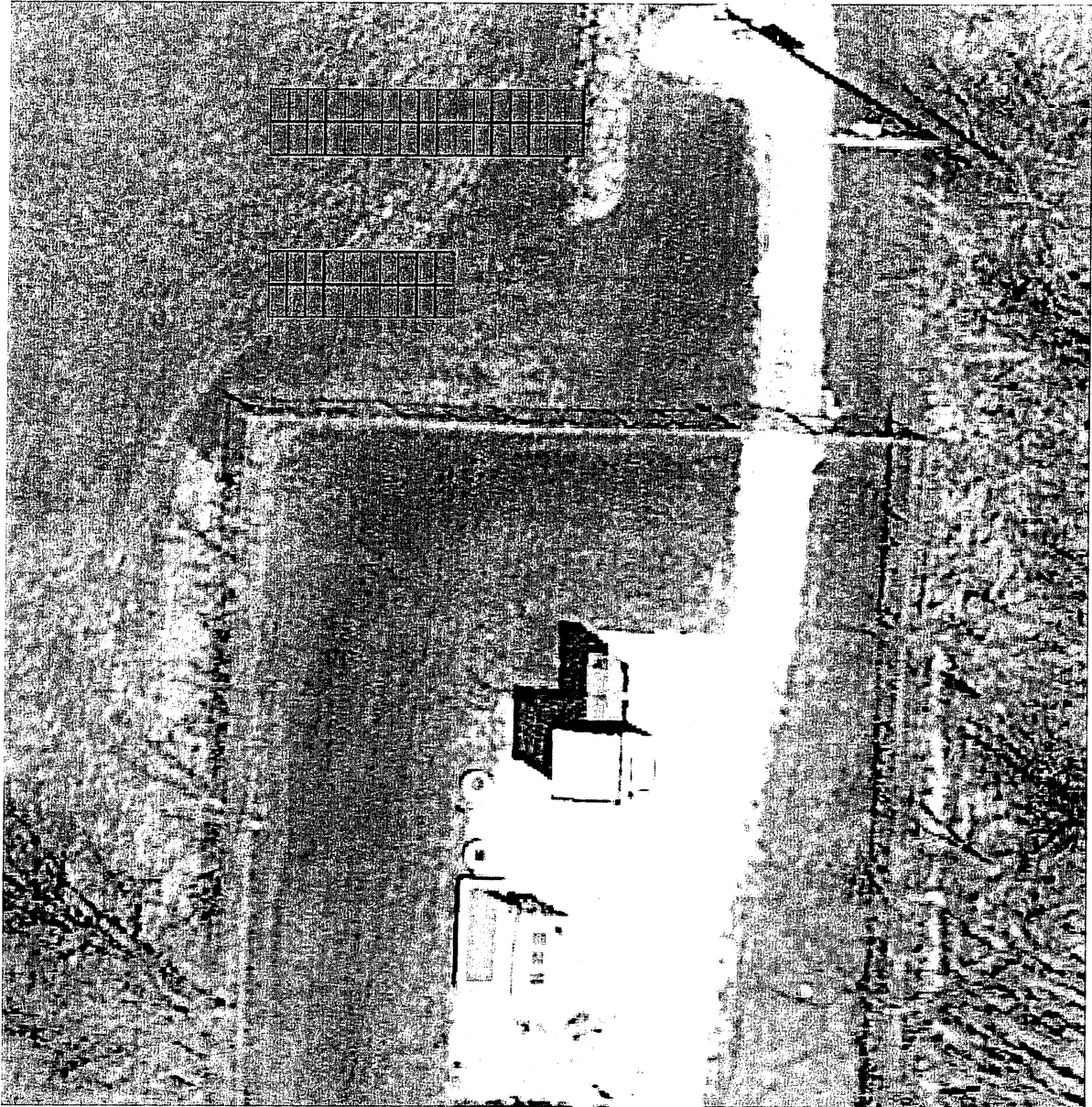
Seven Bridges Lift Station: Seven Bridges Rd. W.



Darwood Lift Station: RM & 63



McKinsey Lift Station: Jct. McKinsey St.



Howard Hills Ballpark: 2002 West, US-24

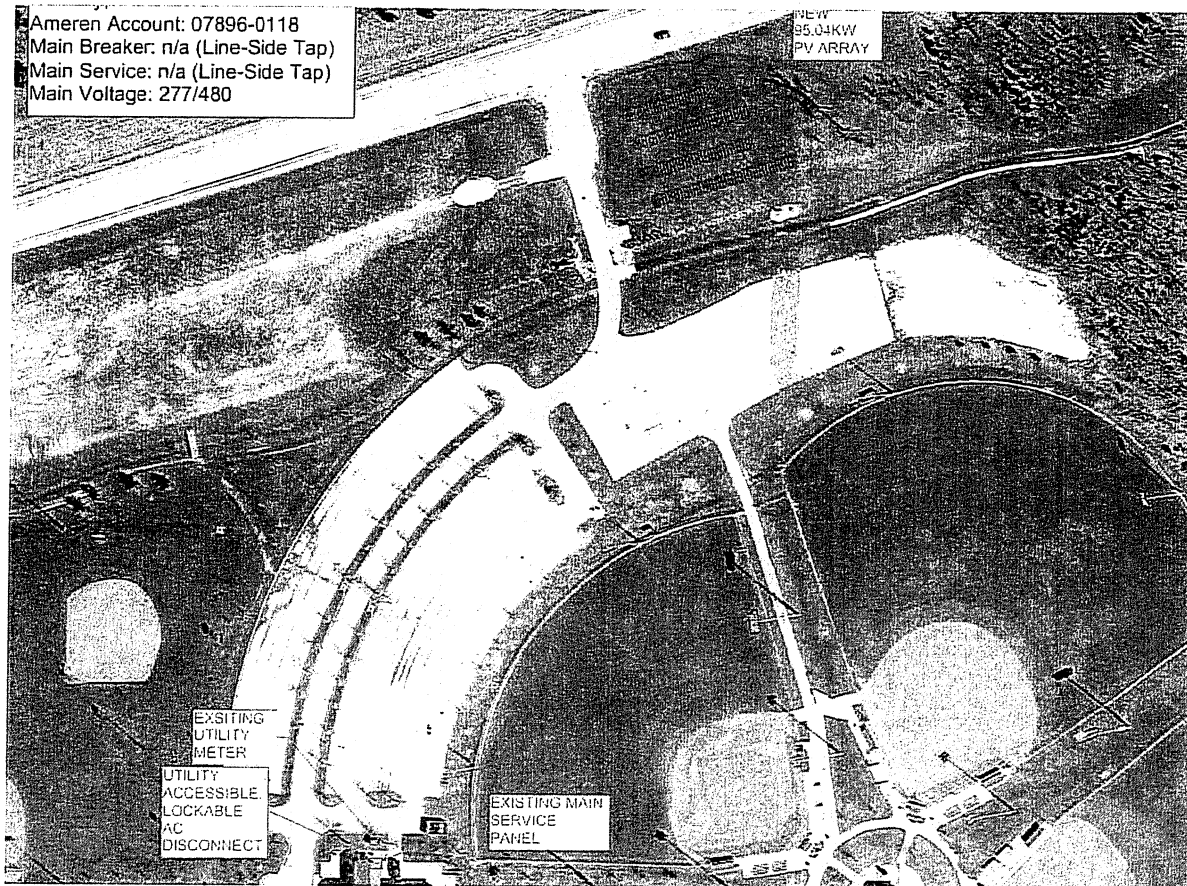


Exhibit B

Schedule B

Attached.

Exhibit B**Burdened Property****Animal Shelter & Rollins St. Lift Station**

Address: 153 W. Outer Road Moberly, MO 65270 & 155 W. Outer Rd. Moberly, MO. 65270

Parcel Number: 09-3.0-06.0-0.0-000-003.002

Owner: City of Moberly, Missouri

Brief Description: Approx. 22 Acres.

That Part of the E1/2 of NW1/4 Described as: All that Part of the West 690 feet of the E1/2 of NW1/4 Lying NW1/4 South of Railroad and West of West Outer Road of Highway 63 and North of Highway EE. Section 6, Township 53, Range 13, Randolph County, Missouri

City Hall

Address: 101 W. Reed Moberly, MO. 65270

Parcel Number: 10-1.0-01.0-2.0-004-001.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.88 acres

Lots 13 Thru 24, Block 13 Original Town of Moberly

Section 1, Township 53, Range 14, Randolph County, Missouri

Park Maintenance

Address: 304 Rothwell Park Moberly, MO 65270

Parcel Number: 10-2.0-03.0-0.0-001-001.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 207.00 Acres

NE1/4 of Section 3; Also, Part of the NW1/4 of the SE1/4 beginning at the NW corner thence S 400 feet, thence East 450 feet, thence North 400 feet, thence West 450 feet to the point of beginning; Also, all the NE1/4 of the SE1/4 lying North and West of Road.

Section 3, Township 53, Range 14, Randolph County, Missouri.

Police Department and Fire Department

Address: 300 N. Clark Moberly, MO 65270 & 310 N. Clark Moberly, MO. 65270

Parcel Number: 10-1.0-01.0-2.0-002-002.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.93 Acres

A portion of Lots 1 thru 10, Block 14, Original Town of Moberly, Described as Beginning at the SE Corner of Lot 1, thence North 175 feet, thence Northwesterly along Sturgeon Street 245 feet, Thence South to North line of Coates Street, Thence East to the point of beginning.

Section 1, Township 53, Range 14, Randolph County, Missouri

Street Maintenance, Public Utility Bldg & Morley St. Lift Station

Address 2300 Morley Moberly, MO 65270, 2600 Morley, Moberly, MO 65270 & Business 63 N. Moberly, MO. 65270

Parcel Number: 07-7.0-25.0-2.0-000-006.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 16.00 Acres

Part of the East 1/2 of NW 1/4

Section 25, Township 54, Range 14, Randolph County, Missouri

Lift Station Plant (aka Waste Water plant)

Address: 1429 CR 2350 Moberly, MO. 65270

Parcel Number: 08-8.0-33.0-0.0-000-004.002

Owner: City of Moberly, Missouri

Brief Description: Approx. 149.00 Acres

Section 33, Township 54, Range 13, Randolph County, Missouri

Fire Station #2

Address: 1000 N. Morely or X, Fire Station #2 Moberly, MO 65270

Parcel Number: 07-7.0-36.0-4.0-001-074.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.33 Acres

Lot 13 and 14, Block 6, Coates & Chandler's 1st Addition

Section 36, Township 54, Range 14, Randolph County, Missouri

Water Filter Treatment Plant

Address: 1500 Huntsville Ave. Moberly, MO 65270

Parcel Number: 07-7.0-35.0-2.0-000-045.000

Owner; City of Moberly, Missouri

Brief Description: Approx. 1.96 Acres

Lots 1 thru 15, Block 6, Grandview Addition

Section 35, Township 54, Range 14, Randolph County, Missouri

Water Maintenance Bldg.

Address: 1419 Hurley St. Moberly, MO. 65270

Parcel Number: 07-7.0-35.0-2.0-000-044.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.54 Acres

Lots 9 thru 13 Block 5, Grandview Addition

Section 35, Township 54, Range 14, Randolph County, Missouri

Seven Bridges Lift Station

Address: Seven Bridges Rd. W. Moberly, MO 65270
Parcel Number: 10-1.0-11.0-0.0-000-134.000
Owner: City of Moberly, Missouri
Brief Description: Approx. 12.00 Acres
Part of the NW1/4
Section 11, Township 53, Range 14, Randolph County, Missouri

Darwood Lift Station

Address: RM & 63 (Darwood Circle) Moberly, MO, 65270
Parcel Number: 09-4.0-18.0-0.0-000-004.000
Owner: City of Moberly, Missouri
Brief Description: Approx. 0.99 Acres
Part of Darwood Hills Addition (Lot 10)
Section 18, Township 53, Range 13, Randolph County, Missouri

McKinsey Lift Station

Address: Jct. McKinsey St. Moberly, MO 65270
Parcel Number: 09-3.0-07.0-0.0-000-002.000
Owner: Barbra Knaebel Trust
Brief Description: Approx. 131.00 Acres
Part of the E1/2 of the NW1/4 lying West of US Highway 63 and All of that part of the East1/2 of the N1/2 of the SW1/4 lying West of US Highway 63
Section 7, Township 53, Range 13, Randolph County, Missouri

Howard Hills Ballpark

Address: 2002 West, US-24 Moberly, MO 65720
Parcel Number: 10-2.0-03.0-0.0-000-001.000
Owner: City of Moberly, Missouri
Brief Description: Approx. 79.00 Acres
N1/2 of NW1/4 Lying South of US Highway 24
Section 3, Township 53, Range 14, Randolph County, Missouri

Sugar Creek

Address: Sugar Creek Lane, Moberly, MO 65720
Parcel Number: 07-5.0-15.0-0.0-000-002.000
Owner: City of Moberly, Missouri
Brief Description: Approx. 309.00 Acres
All that Part of Section 15 designated for Sugar Creek Reservoir & Park except for property described in Book 827, at Page 625
Section 15, Township 54, Range 14, Randolph County, Missouri

Exhibit C
License Agreement

Exhibit CLICENSE AGREEMENT REGARDING SOLAR PANELS

This License Agreement ("Agreement") is entered into on this 13 day of March, 2019 ("Effective Date"), by and among Grantor: City of Moberly, MO and Grantee: Moberly Solar, LLC.

Grantor: City of Moberly, MO

Grantor's address: 101 W Reed St., Moberly, MO 65270

Grantee: Moberly Solar, LLC

Grantee's address: 4803 South National, Ste 300, Springfield, MO 65810

WHEREAS, Grantor owns certain real property or is grantee of an easement located at multiple sites in the City of Moberly, County of Randolph, State of Missouri, more particularly described on Schedule "A" attached hereto and incorporated herein (the "Burdened Property"); and

WHEREAS, Grantor and Grantee have entered into that certain unrecorded Solar Services Agreement ("Services Agreement") dated March 13 2019 together with all amendments, modifications, and extensions thereof; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Services Agreement pursuant to which Grantee agreed to install (or cause to be installed) a grid-connected photovoltaic, solar electric generating System (the "System") including all equipment associated therewith (the "Serviced Equipment") on the Burdened Property; and

WHEREAS, Grantor has agreed to service such Serviced Equipment; and

WHEREAS, Grantor is willing to grant to Grantee the right to install, operate, maintain and remove the Serviced Equipment on the Burdened Property by entering into this License Agreement (the "License").

NOW, THEREFORE, for the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Creation of the License. Grantor hereby grants a License to Grantee and its successors and assigns under the Services Agreement, and its agents, contractors, sub-contractors, and employees, in, under, across and through the portions of the Burdened Property shown on Schedule "B" attached hereto and incorporated herein, and such other portions of the Burdened Property solely as reasonably necessary to effectuate the purposes of this License. The License granted herein is non-exclusive.
2. Use of License. The use of the License shall be limited to the installation, operation, maintenance and removal of the Serviced Equipment, which includes, without limitation, solar photovoltaic equipment and related Systems and equipment and any and all related connections, meters, conduit, monitoring equipment, structures, fences and barriers

constructed by Grantee within the Solar System sites (collectively, the “Sites”) located on the Burdened Property as shown on Schedule “B”, all subject to the terms and conditions of this Agreement and the Services Agreement, as applicable. Grantor, for itself and its permitted successors and assigns, hereby grants to Grantee and its permitted successors and assigns and its agents, contractors, sub-contractors, and employees, the right to enter onto the Burdened Property, subject to the terms and conditions of this Agreement and the Services Agreement, for the purpose of conducting such permitted uses of the License. Grantor and Grantee understand that this Agreement is irrevocable, unless terminated pursuant to the terms of this Agreement and the Services Agreement.

3. Term. This Agreement shall commence on the Effective Date set forth above and terminate upon the earlier of (i) Sixty days (60) after the expiration or termination of the Services Agreement, (ii) removal of the Solar System in accordance with the Services Agreement or (iii) purchase of the Solar System by the Grantor in accordance with the Services Agreement.
4. Consideration. The consideration for this Agreement shall be the Services Agreement and the mutual benefit the parties obtained from said Agreement. Grantee shall also pay to Grantor an annual fee of Ten Dollars (\$10.00) in consideration of this Agreement, if so requested by Grantee. Grantor hereby acknowledges receipt of any such annual fee covering the entire Term of this Agreement.
5. Access. Grantee shall have a right of access to the Serviced Equipment over and across Burdened Property at all reasonable times, at such locations as Grantor shall from time to time reasonably determine, subject to the Services Agreement and to the reasonable security and safety procedures established by Grantor.
6. Amendment Termination. Except as otherwise expressly set forth herein, this Agreement and the License may be amended, abandoned or terminated only with the consent of Grantor and Grantee. Any such amendment, abandonment or termination shall be in writing, executed and acknowledged by the required parties, and duly recorded in the land records of the jurisdiction in which the Serviced Equipment is situated.
7. No Dedication for Public Use. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the exclusive benefit of the parties hereto and their permitted successors, assigns, employees, invitees and licensees, contractors and sub-contractors.
8. Liability. Subject to the terms and conditions of the Services Agreement, the liability of Grantor, its trustees, officers, partners, members, agents, employees, representatives, and permitted successors and assigns (collectively, the “Grantor Parties”), to Grantee, for any default by Grantor under this Agreement shall be limited solely and exclusively to an amount which is equal to the actual damage sustained by the Grantee. Subject to the

terms and conditions of the Services Agreement, the liability of Grantee, its directors, officers, partners, members, agents, employees, representatives, and permitted successors and assigns (collectively, the “Grantee Parties”) to Grantor for any default by Grantee under this Agreement shall be limited solely and exclusively to an amount which is equal to the actual damage sustained by the Grantor.

9. Entire Agreement. This Agreement and the Services Agreement contain the entire Agreement between Grantor and Grantee with respect to the License. The unenforceability of any provision hereof shall not affect the remaining provisions of this Agreement, but rather such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.
10. Successors and Assigns. This Agreement shall run with the land and shall be binding upon the parties and their permitted successors and assigns. Notwithstanding the foregoing, no party may assign its rights or obligations under this Agreement unless such assignment is effected in conjunction with an assignment of the Services Agreement pursuant to the terms of the Services Agreement. All the provisions of this Agreement shall be covenants running with the land pursuant to applicable law. If any portion of the property is encumbered by a mortgage or other lien, Grantor shall obtain an subrogation or non-disturbance agreement that is subordinate to the terms of this Agreement.
11. Compliance with Law; No Waiver. This Agreement and the rights and obligations created hereunder are subject to, and governed by the laws, decisions, rules and regulations of any federal, state or local regulatory authority charged with the administration of the transactions contemplated hereby. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.
12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.
13. Counterparts. This Agreement may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document.
14. Authority to Enter into Agreement. Grantee and Grantor each represent and warrant that they have full power and authority to execute, deliver, and perform their respective obligations under this Agreement and that it shall be binding upon them for the Term of the Agreement.

15. Memorandum of Services Agreement

Either Party may record in the real estate records for the jurisdiction in which the Site is located, a memorandum of this License Agreement setting forth the Parties hereto and the Term with the specific form of such agreement to be subject to the reasonable approval of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 13 day of March, 2019.

Grantor:

City of Moberly, MO

By: 

Name: Brian Crane

Title: City Manager

Grantee:

Moberly Solar, LLC

GC Solar 2019 Fund I, LLC, its sole member

By: GC Solar 2019 MM, I, LLC, its manager

By: 

Name: Mark E. Gardner

Title: Manager

Schedule A

Location of Solar Array Sites

Animal Shelter: 153 W Outer Rd.

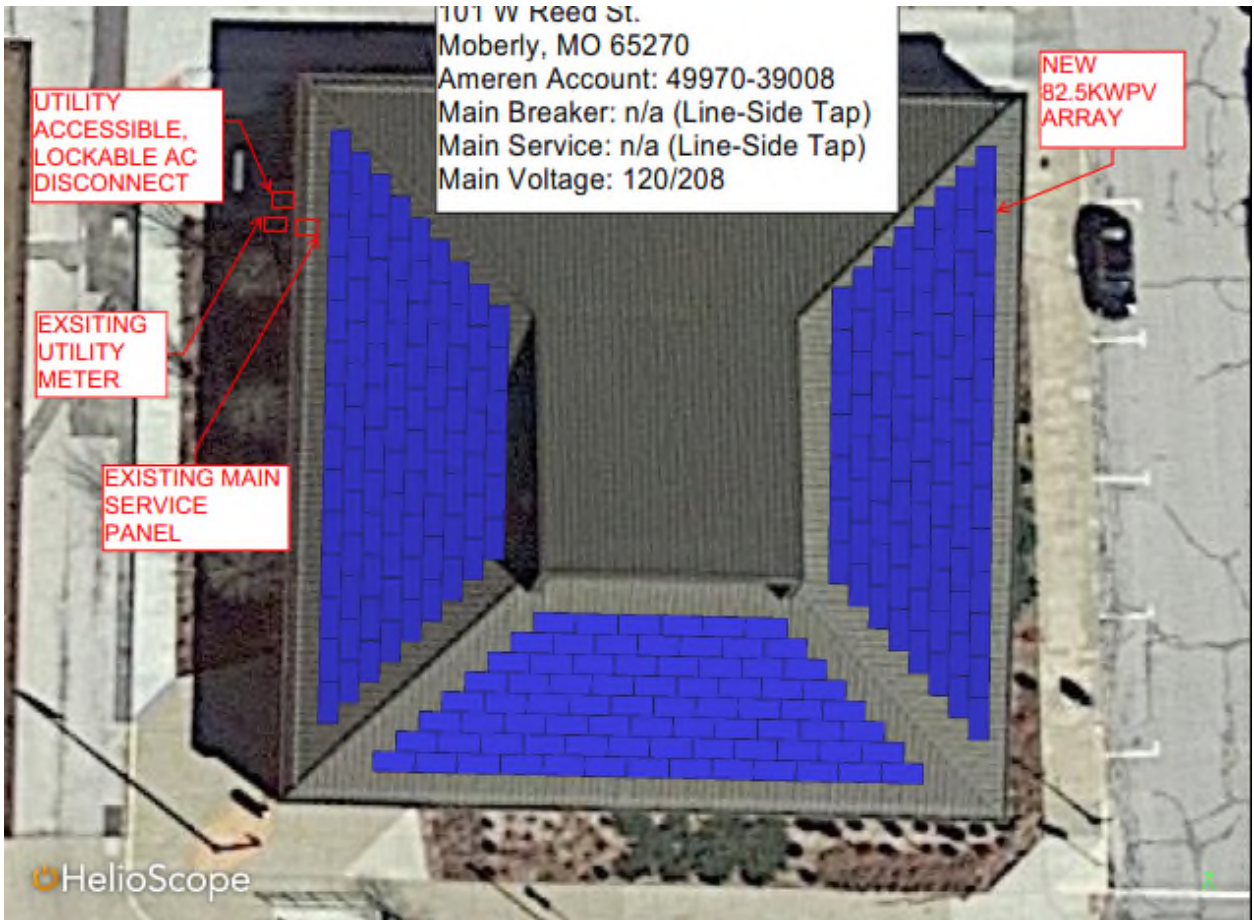


Rollins Lift Station: 153 W Outer Rd.

155 W Outer Rd
Moberly, MO 65270
Ameren Account: 23071-550892
Main Breaker: n/a (Line-Side Tap)
Main Service: n/a (Line-Side Tap)
Main Voltage: 277/480

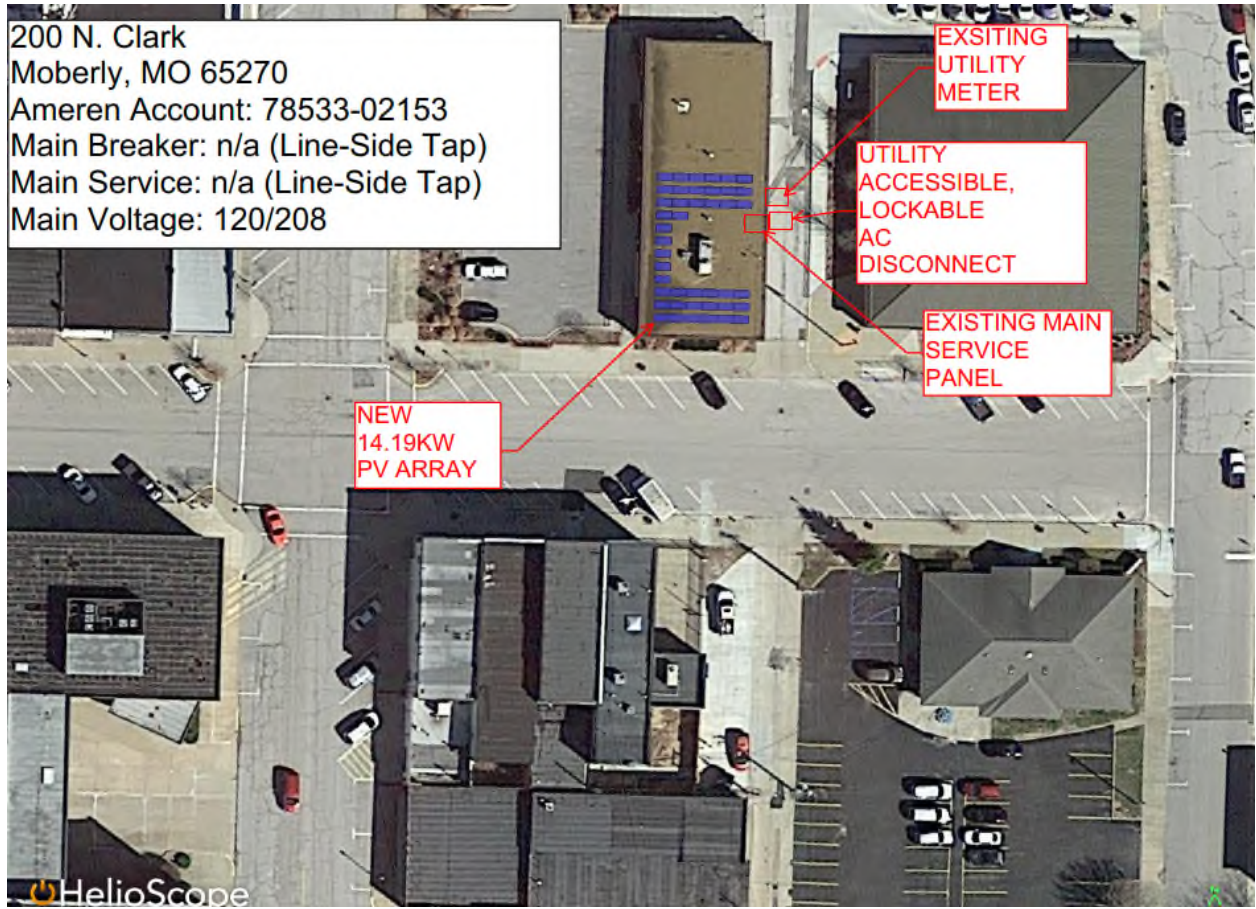


City Hall: 101 W Reed

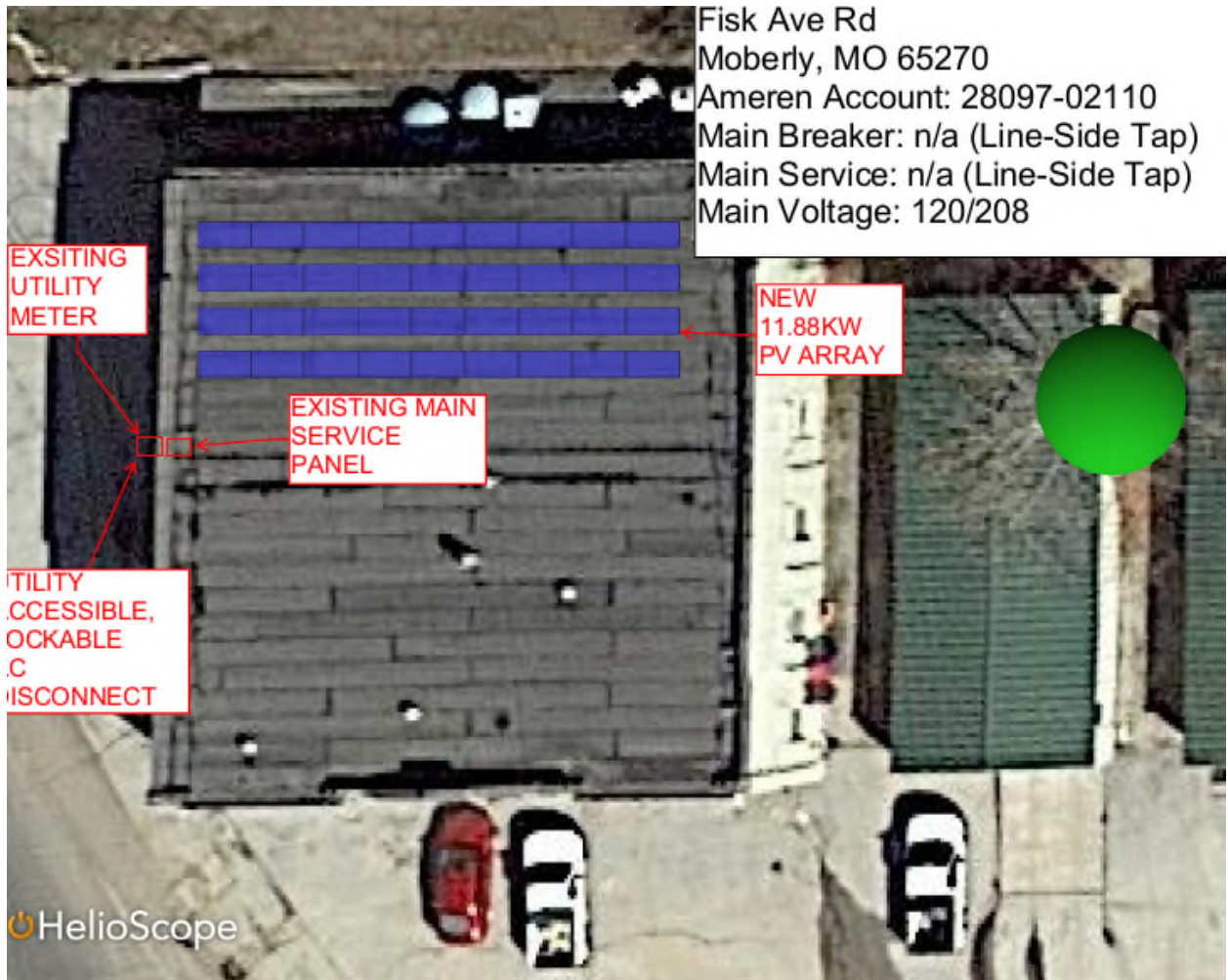


Municipal Building & Court: 200 N. Clark

200 N. Clark
Moberly, MO 65270
Ameren Account: 78533-02153
Main Breaker: n/a (Line-Side Tap)
Main Service: n/a (Line-Side Tap)
Main Voltage: 120/208



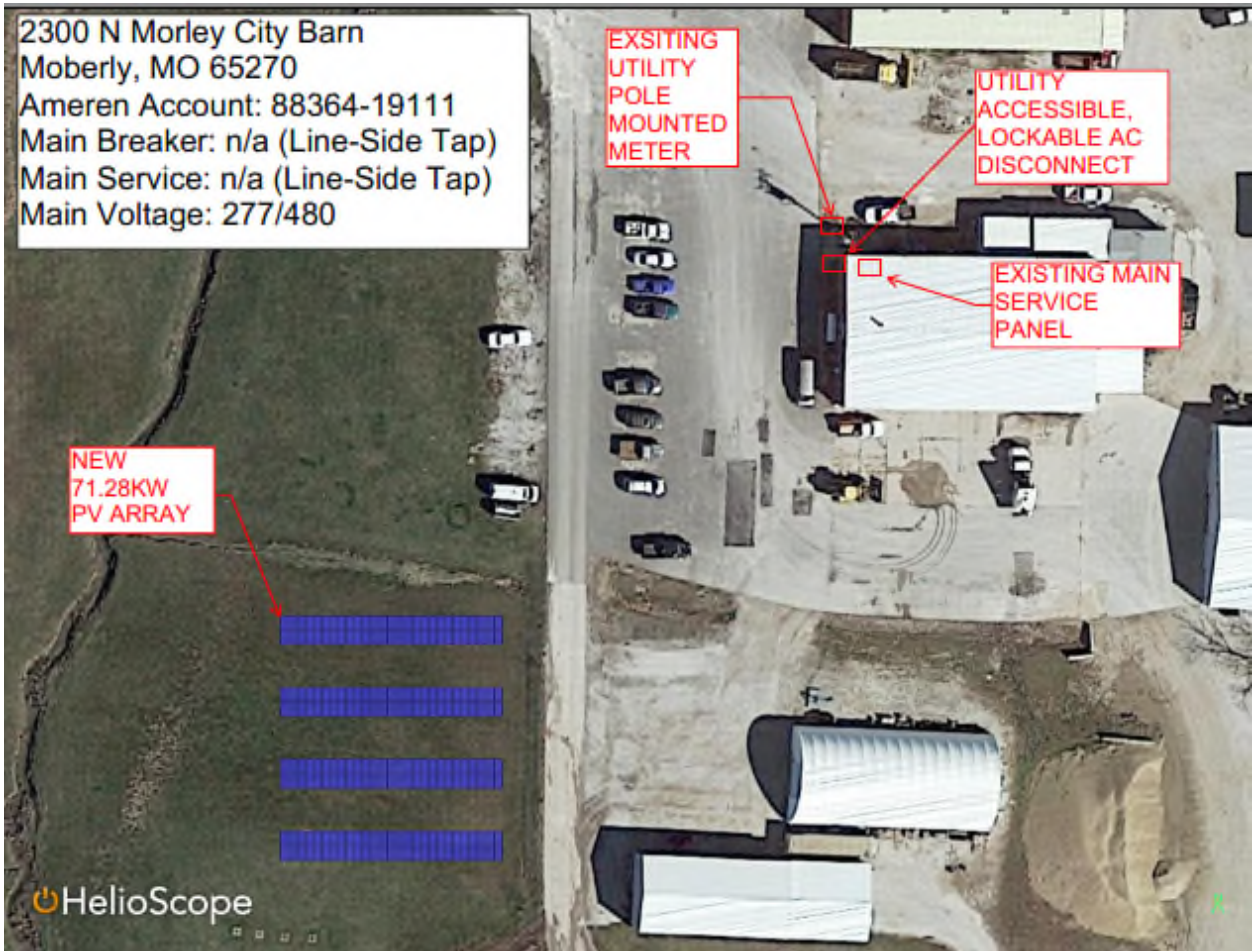
Park Maintenance: 304 Rothwell Park



Police Department and Fire Department: 300 N. Clark Moberly, MO 65270 & 310 N. Clark



Street Maintenance: 2300 N. Morley



Lift Station Plant (aka Waste Water Plant): 1429 CR 2350



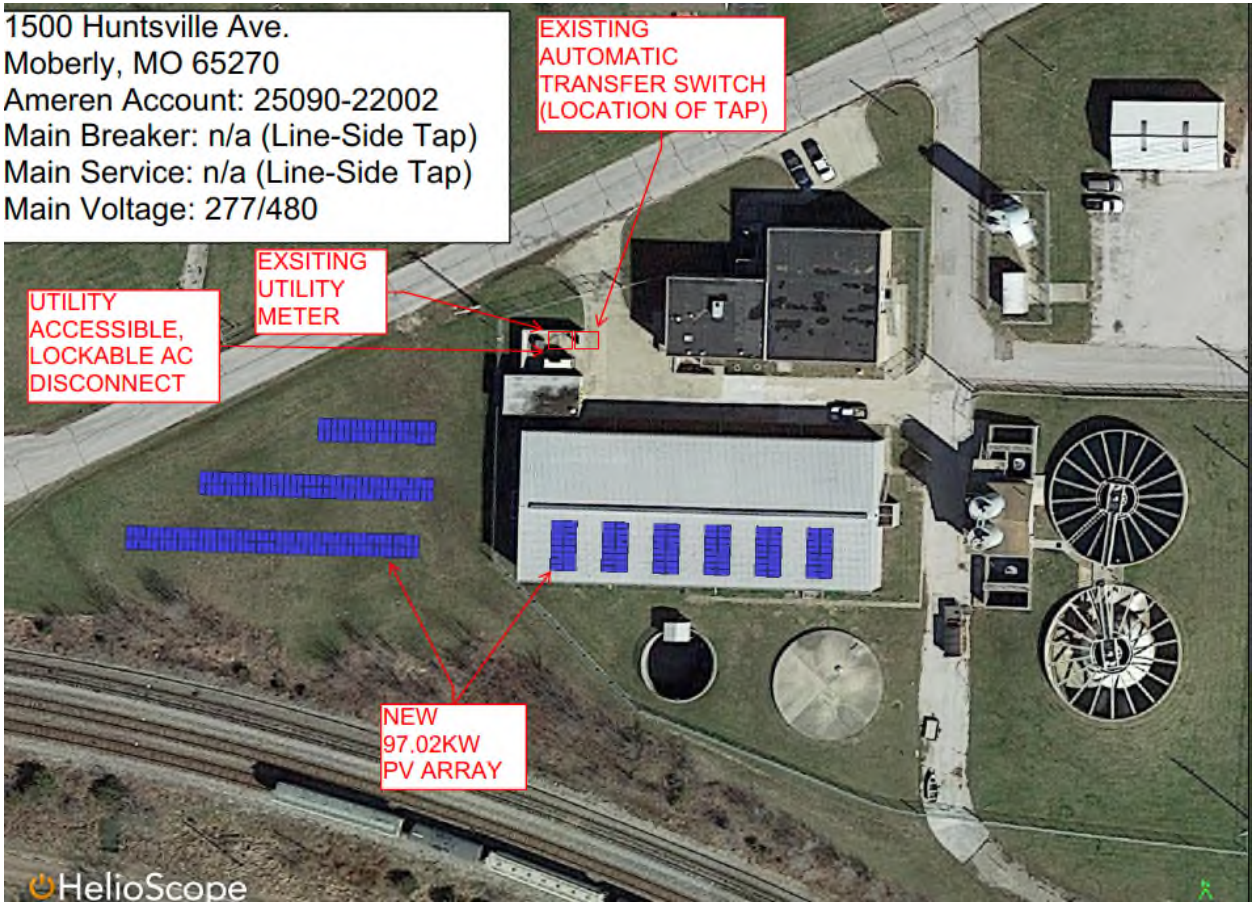
Fire Station 2: 1000 N. Morley

Fire Station 2
Moberly, MO 65270
Ameren Account: 28853-16118
Main Breaker: n/a (Line-Side Tap)
Main Service: 200A (Line-Side Tap)
Main Voltage: 120/240



Water Filter Treatment Plant: 1500 Huntsville Ave.

1500 Huntsville Ave.
Moberly, MO 65270
Ameren Account: 25090-22002
Main Breaker: n/a (Line-Side Tap)
Main Service: n/a (Line-Side Tap)
Main Voltage: 277/480



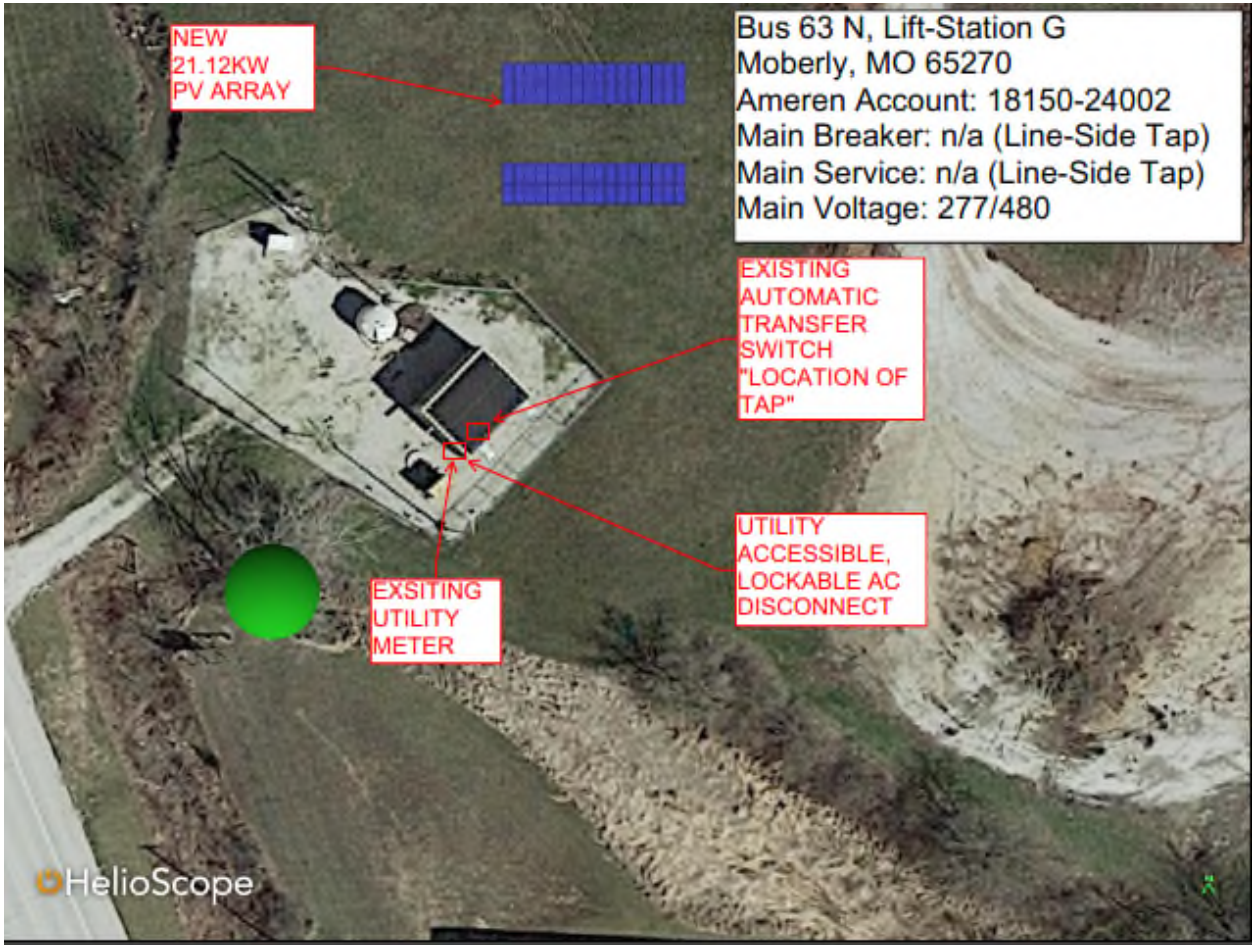
Sugar Creek Pumphouse: County Rd. 1315 (Highway DD)



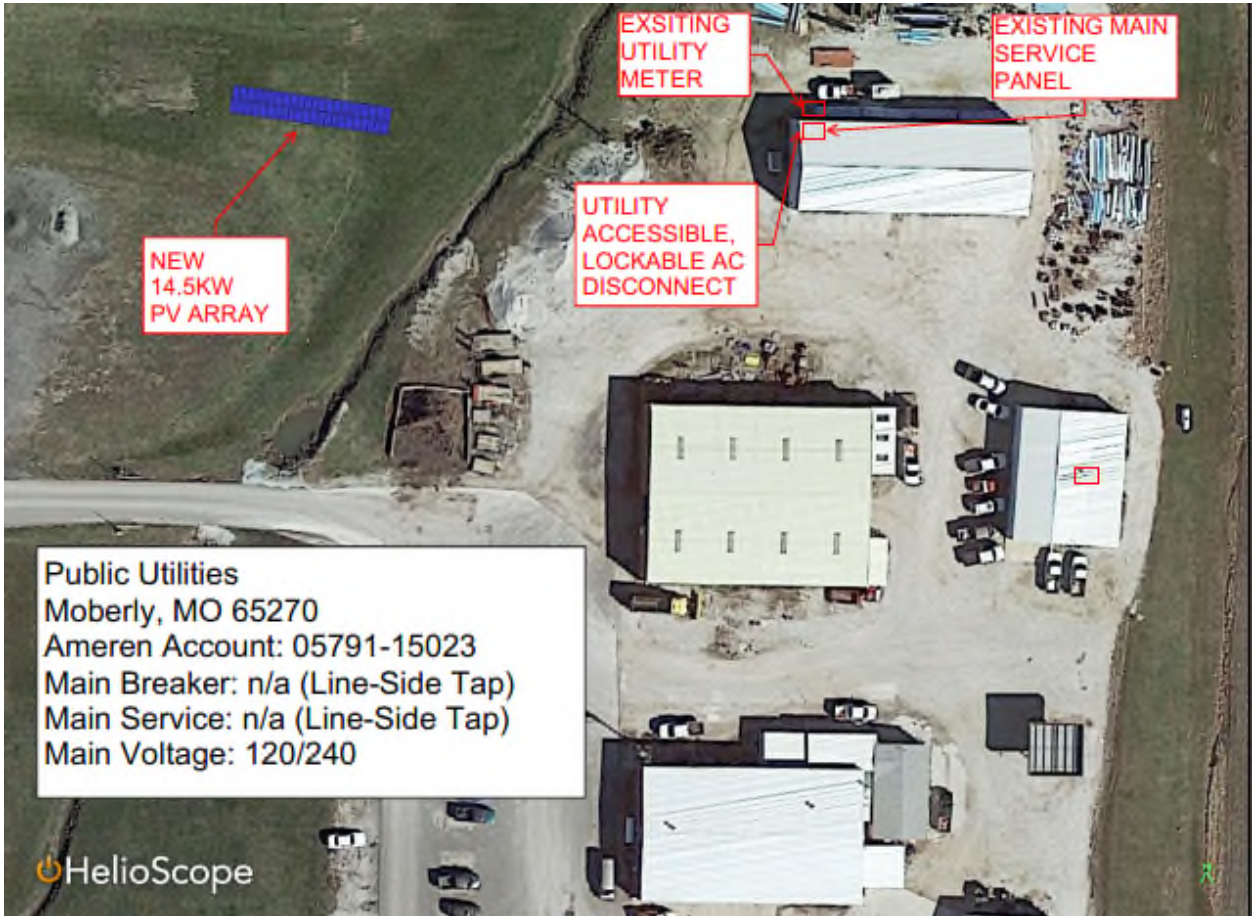
Water Maintenance Building: 1419 Hurley St.



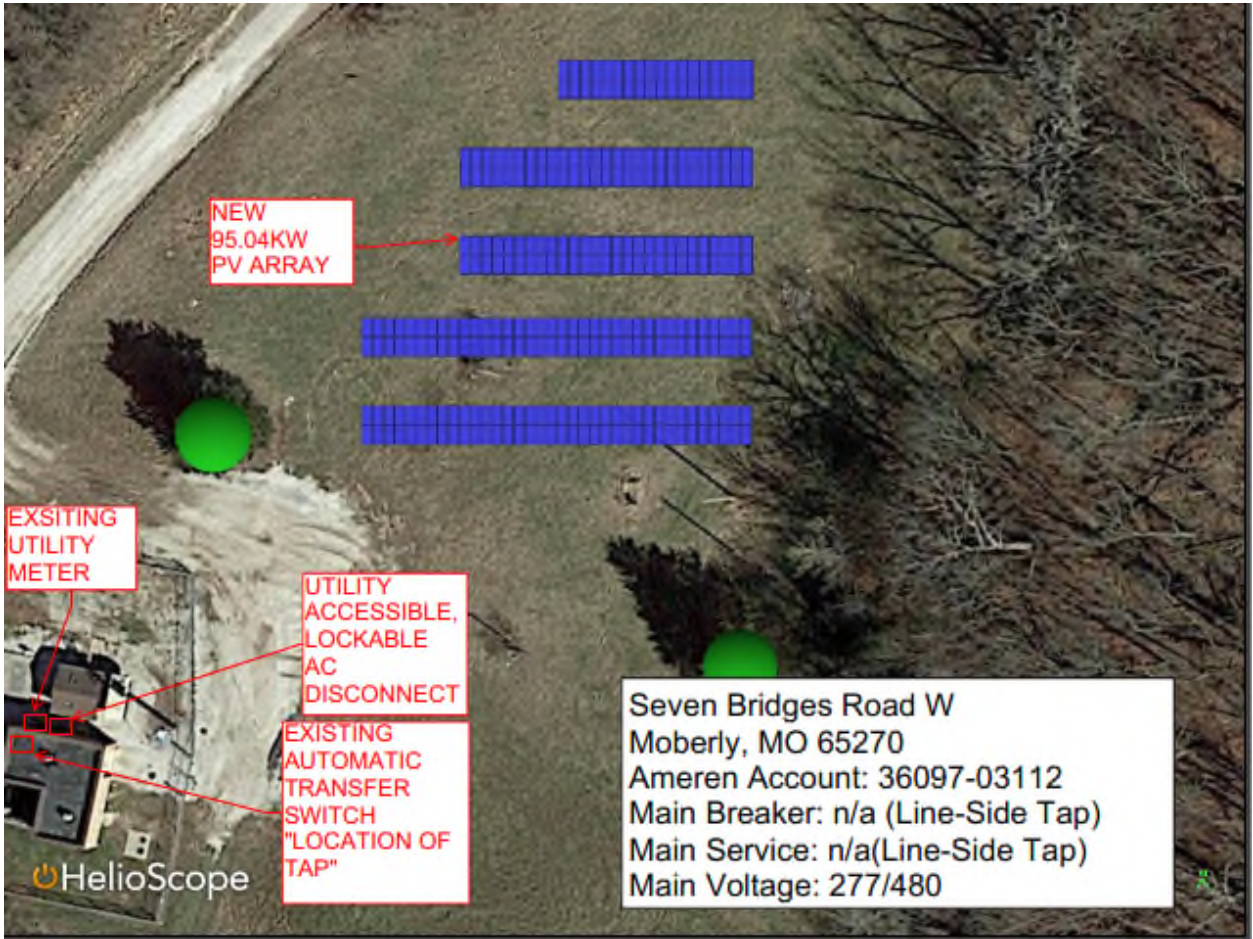
Morley Street Lift Station: Bus 63 N



Public Utility Bldg – Street Maintenance: 2300 N Morley

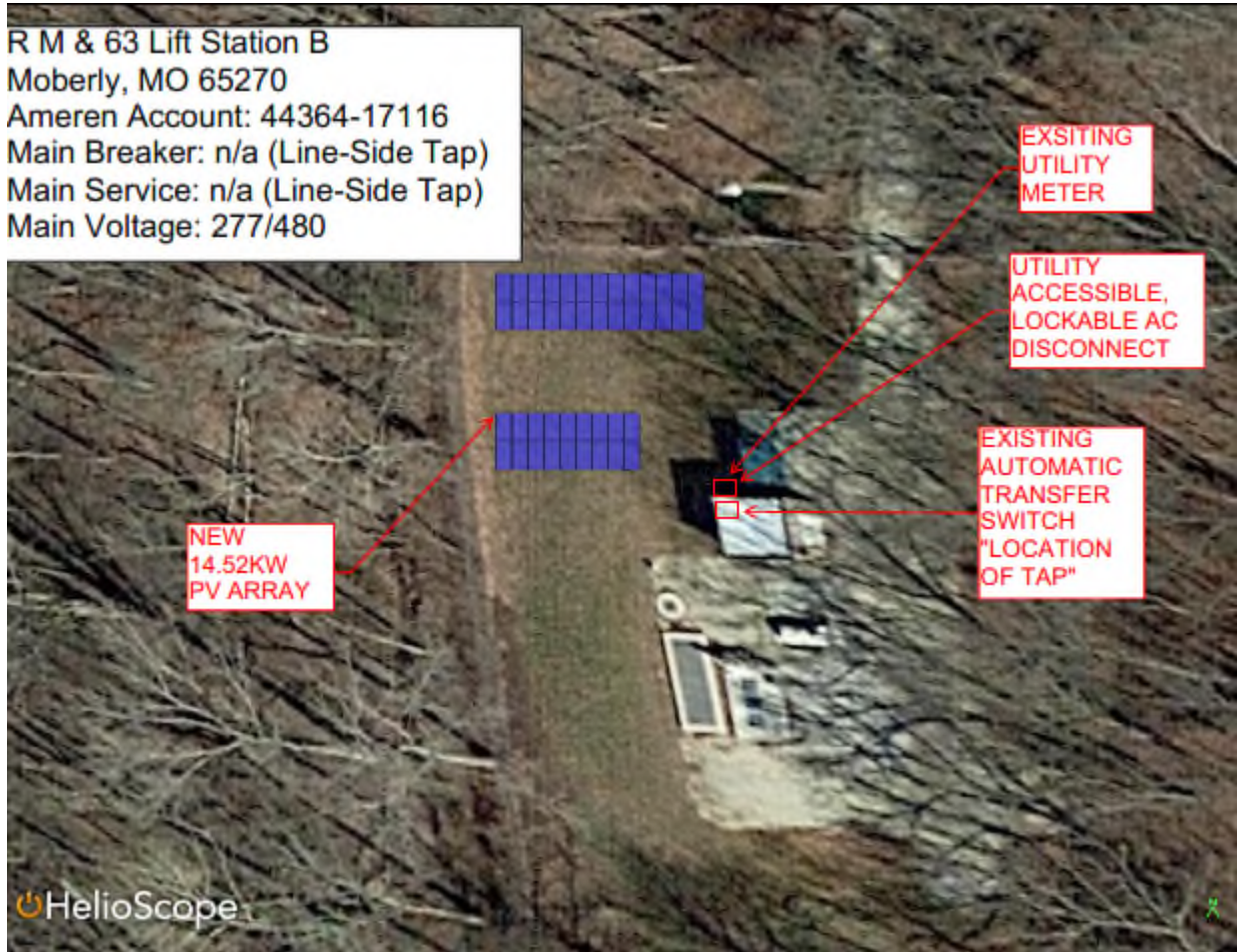


Seven Bridges Lift Station: Seven Bridges Rd. W.



Darwood Lift Station: RM & 63

R M & 63 Lift Station B
Moberly, MO 65270
Ameren Account: 44364-17116
Main Breaker: n/a (Line-Side Tap)
Main Service: n/a (Line-Side Tap)
Main Voltage: 277/480



McKinsey Lift Station: Jct. McKinsey St.



Howard Hills Ballpark: 2002 West, US-24



Schedule B
Burdened Property

Animal Shelter & Rollins St. Lift Station

Address: 153 W. Outer Road Moberly, MO 65270 & 155 W. Outer Rd. Moberly, MO. 65270

Parcel Number: 09-3.0-06.0-0.0-000-003.002

Owner: City of Moberly, Missouri

Brief Description: Approx. 22 Acres.

That Part of the E1/2 of NW1/4 Described as: All that Part of the West 690 feet of the E1/2 of NW1/4 Lying NW1/4 South of Railroad and West of West Outer Road of Highway 63 and North of Highway EE.

Section 6, Township 53, Range 13, Randolph County, Missouri

City Hall

Address: 101 W. Reed Moberly, MO. 65270

Parcel Number: 10-1.0-01.0-2.0-004-001.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.88 acres

Lots 13 Thru 24, Block 13 Original Town of Moberly

Section 1, Township 53, Range 14, Randolph County, Missouri

Municipal Building & Court

Address: 200 N. Clark Moberly, MO 65270

Parcel Number; 10-1.0-01.0-2.0-004-032.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.63 Acres

Lots 1 Thru 8, Block 13 Original Town of Moberly

Section 1, Township 53, Range 14, Randolph County, Missouri

Park Maintenance

Address: 304 Rothwell Park Moberly, MO 65270

Parcel Number: 10-2.0-03.0-0.0-001-001.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 207.00 Acres

NE1/4 of Section 3; Also, Part of the NW1/4 of the SE1/4 beginning at the NW corner thence S 400 feet, thence East 450 feet, thence North 400 feet, thence West 450 feet to the point of beginning; Also, all the NE1/4 of the SE1/4 lying North and West of Road.

Section 3, Township 53, Range 14, Randolph County, Missouri.

Police Department and Fire Department

Address: 300 N. Clark Moberly, MO 65270 & 310 N. Clark Moberly, MO. 65270

Parcel Number: 10-1.0-01.0-2.0-002-002.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.93 Acres

A portion of Lots 1 thru 10, Block 14, Original Town of Moberly, Described as Beginning at the SE Corner of Lot 1, thence North 175 feet, thence Northwesterly along Sturgeon Street 245 feet, Thence South to North line of Coates Street, Thence East to the point of beginning.

Section 1, Township 53, Range 14, Randolph County, Missouri

Street Maintenance

Address: 2300 N. Morley Moberly, MO. 65270

Parcel Number: 07-7.0-25.0-2.0-000-006.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 16.00 Acres

Part of the SE1/2 of the NW1/4 shown in Deed 740, at Page 438, Book 724, at Page 72 and Book 724, at Page 68.

Section 25, Township 54, Range 14, Randolph County, Missouri

Lift Station Plant (aka Waste Water plant)

Address: 1429 CR 2350 Moberly, MO. 65270

Parcel Number: 08-8.0-33.0-0.0-000-004.002

Owner: City of Moberly, Missouri

Brief Description: Approx. 149.00 Acres

Section 33, Township 54, Range 13, Randolph County, Missouri

Fire Station #2

Address: 1000 N. Morely or X, Fire Station #2 Moberly, MO 65270

Parcel Number: 07-7.0-36.0-4.0-001-074.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.33 Acres

Lot 13 and 14, Block 6, Coates & Chandler's 1st Addition

Section 36, Township 54, Range 14, Randolph County, Missouri

Water Filter Treatment Plant

Address: 1500 Huntsville Ave. Moberly, MO 65270

Parcel Number: 07-7.0-35.0-2.0-000-045.000

Owner; City of Moberly, Missouri

Brief Description: Approx. 1.96 Acres

Lots 1 thru 15, Block 6, Grandview Addition

Section 35, Township 54, Range 14, Randolph County, Missouri

Sugar Creek Pumphouse

Address: County Rd. 1315 (Highway DD)

Parcel Number 07-5.0-16.0-0.0-001-001.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 48.00 Acres

Part of the SE1/4 of the NE1/4 and NE1/4 SE1/4

Section 16, Township 54, Range 14, Randolph County, Missouri

Water Maintenance Bldg.

Address: 1419 Hurley St. Moberly, MO. 65270

Parcel Number: 07-7.0-35.0-2.0-000-044.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.54 Acres

Lots 9 thru 13 Block 5, Grandview Addition

Section 35, Township 54, Range 14, Randolph County, Missouri

Public Utility Bldg. & Morley St. Lift Station

Address 2600 Morley Moberly, MO 65270 & Business 63 N. Moberly, MO. 65270

Parcel Number: 07-7.0-25.0-2.0-000-006.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 16 Acres

Part of the East 1/2 of NW 1/4

Section 25, Township 54, Range 14, Randolph County, Missouri

Seven Bridges Lift Station

Address: Seven Bridges Rd. W. Moberly, MO 65270

Parcel Number: 10-1.0-11.0-0.0-000-134.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 12.00 Acres

Part of the NW 1/4

Section 11, Township 53, Range 14, Randolph County, Missouri

Darwood Lift Station

Address: RM & 63 (Darwood Circle) Moberly, MO, 65270

Parcel Number: 09-4.0-18.0-0.0-000-004.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 0.99 Acres

Part of Darwood Hills Addition (Lot 10)

Section 18, Township 53, Range 13, Randolph County, Missouri

McKinsey Lift Station

Address: Jct. McKinsey St. Moberly, MO 65270

Parcel Number: 09-3.0-07.0-0.0-000-002.000

Owner: Barbra Knaebel Trust

Brief Description: Approx. 131.00 Acres

Part of the E1/2 of the NW1/4 lying West of US Highway 63 and All of that part of the East1/2 of the N1/2 of the SW1/4 lying West of US Highway 63

Section 7, Township 53, Range 13, Randolph County, Missouri

Howard Hills Ballpark

Address: 2002 West, US-24 Moberly, MO 65720

Parcel Number: 10-2.0-03.0-0.0-000-001.000

Owner: City of Moberly, Missouri

Brief Description: Approx. 79.00 Acres

N1/2 of NW1/4 Lying South of US Highway 24

Section 3, Township 53, Range 14, Randolph County, Missouri

I think it might be helpful to explain the roles of the various parties to this transaction in more detail.

The project is effectively owned by Gardner, which is based in Springfield, Missouri. We own most of the solar projects in this state and have never sold one. We are long-term investors. However, during the first five-years of the project we have a federal investor who takes the federal credits and other tax benefits generated by the project. That federal investor is Sun Nights, LLC. We cannot personally begin to use all of the federal credits and so it is standard practice to have a federal investor for the first five-years of the project.

During the five-year period the federal investor is involved, it is really just a passive investor and will have nothing to do with the day to day operations of the project. They just get the tax benefits during the five-year period and then we buy them out. At that time, Gardner will be the sole owner of the project.

MC Power actually designs and builds the project. They also are the Operations and Maintenance Company for the project, which means they maintain and service the project for Gardner and the City through an O&M contract between Gardner and MC Power. Gardner however, is ultimately responsible to the City for the operations and maintenance as the services provider.

Hopefully this explains the structure.

I have the following comments to the Estoppel Agreements for the License and the Solar Services Agreement.

I understand the concern with the "Compliance Period" language in both documents. I agree that it goes too far, and I am hopeful that we can simply agree to eliminate that provision in its entirety. I want to verify that with the federal investor, but it needs to be eliminated unless we can all agree to some very significant revisions. Let's assume we can eliminate it.

By way of explanation, I don't believe the federal investor was trying to overreach here. The law provides a five-year recapture period for the credits. If the project is taken out of service during that time, credits can be recaptured. The federal investor was simply trying to gain some further assurance that the project would remain placed in service for the five-year period so the risk of recapture could be mitigated. However, I do believe there are other protections in the documents that provide reasonably sufficiently mitigation of this risk. As a result, I think your request that the language be eliminated is reasonable.

I'm guessing the compliance provision is the one which you are the most concerned with and is the one which I would be the most concerned with as an attorney representing the City. I would like to address the other concerns because I believe we may be able to satisfy your concerns as to the language in question while providing a reasonable degree of protection for the federal investor.

Paragraph 2 (vii) only seeks assurance that the Provider (Gardner) is not *currently* in breach of the agreement and that the City *has not already commenced* any legal action to terminate the License Agreement.

Paragraph 2 (viii) simply seeks assurance that *to date*, there has been no notice of default from the City to Gardner and that such a default does not *presently* exist.

I think we could probably qualify 2 (viii) by stating that “to the best of the City’s knowledge information or belief no default currently exists” or some similar qualification if that is your concern.

Paragraph (ix) could be qualified by adding the language “except for any public finance bond transactions” if that is necessary. It isn’t a request that the City never encumber the property, it is simply asking for a statement that *as of the date of the execution of the document* there are no encumbrances and have been no assignments of the City’s interest. As such, it is simply a statement of a current fact. If there is no encumbrances or assignments at this time then it would seem to be a moot point. Hopefully we can agree to keep sub-paragraph (ix) in the document. *If there are encumbrances we probably need to identify them.*

Your proposed change to subparagraph (x) is acceptable.

Paragraph 2 (d) should probably be explained. The reason for paragraph 2(d) is once again the concern with a possible recapture of credits. The investor simply wants to be assured that if there is a default by Gardner, the investor will have an opportunity to cure the default. The investor must cure the default within a reasonable period of time, not to exceed 180 days. Again, the investor just wants a chance to cure the default and avoid a recapture event. This is a common provision in these transactions.

Hopefully with these changes we are in agreement. We will make the same changes to the Solar Services Agreement and I am having Christina of my office send you a red-line of both.

We are trying to get this transaction closed so an email from you to the effect that you are not aware of any current defaults or any current right to terminate the agreement and that you will present the agreements to Council on X date would be very helpful.

Thank you for your consideration.

City of Moberly City Council Agenda Summary

Agenda Number: _____ #10.
 Department: Finance
 Date: July 15, 2019

Agenda Item: A resolution authorizing the City Manager of the City of Moberly, MO to enter into an agreement with Williams Keepers, LLC for financial auditing services for the fiscal years ending June 30, 2019, 2020, and 2021.

Summary: Proposals were solicited from 29 accounting firms in late May for financial auditing services for fiscal years 2019, 2020, and 2021, with the option of two three-year renewals. Five proposals were received and evaluated by a review committee composed of City staff members. The committee recommends entering into an agreement with Williams Keepers, LLC. They were the low bidder and meet all the qualifications to perform these services.

Recommended Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FINANCIAL AUDITING SERVICES AGREEMENT WITH WILLIAMS KEEPERS, LLC.

WHEREAS, City staff published a Request for Proposals for financial auditing services to conduct City audits for the fiscal years ending June 30, 2019, 2020 and 2021; and

WHEREAS, 29 firms were presented the RFP, 5 firms presented proposals, and City staff reviewed and evaluated those proposals; and

WHEREAS, Williams Keepers, LLC., met all the RFP qualifications and was the low bidder.

NOW, THEREFORE, the Moberly, Missouri, City Council approves the use of Williams Keepers LLC., for conducting City audits for the fiscal years ending June 30, 2019, 2020 and 2021 for the sum \$28,500.00 for fiscal year 2019, and maximum 3% increases annually for fiscal years 2020 and 2021, and authorizes the city manager to enter into an agreement with Williams Keepers, LLC consistent with their response to the city RFP.

RESOLVED this 15th day of July 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

AUDITING SERVICES PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this ____ day of _____ 2019, by and between the CITY OF MOBERLY, MISSOURI ("City") and _____ ("Service Provider").

WHEREAS, the City requires an annual audit of the financial statements, and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

A. The term "Services" when used in this Agreement shall mean any and all auditing services provided by the Service Provider in accordance with this Agreement.

B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described as follows:

i. Prepare the audited financial statements of the City of Moberly for the years ended June 30, 2019, June 30, 2020, and June 30, 2021 including: government-wide financial statements; fund financial statements; proprietary fund financial statements; agency fund financial statements; notes to basic financial statements; required supplementary information; other supplementary information.

ii. The audited financial statements will be summarized in a final audit report that includes management's discussion and analysis and is accompanied by a letter from the auditor to management to summarize the findings and any recommendations for city staff and elected officials.

iii. Service Provider will make a formal presentation of the final audit report to the City Council at a scheduled legislative meeting. Service Provider will also make updates as are necessary throughout the process to the Finance/Audit Committee.

iv. Services will be provided in accordance with generally accepted auditing principles (GAAP) guidance standards issued by the Governmental Accounting Standards Board (GASB), and any other applicable industry standards or best practices.

C. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.

D. Service Provider shall provide Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.

B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

A. As consideration for providing the Services, the City shall pay Service Provider as follows:

a. Services will be billed in a lump sum amount of _____ for 2019, _____ for 2020, and _____ for 2021.

b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc.

B. Service Provider shall submit an itemized invoice to the City at the completion of the auditing engagement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.

B. Services shall be completed within one hundred sixty-five (165) days of receiving the notice to proceed for year 2019 and by December 15 thereafter, after which point liquidated damages in the amount of \$250 per day will accrue.

C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party.

D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

A. Service Provider shall indemnify, defend, and hold harmless the City and its departments, elected officials, officers, employees, and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy, and/or

plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.

B. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it:

- a. Is licensed to do business in the State of Missouri;
- b. Carries a Best's policy holder rating of A or better; and
- c. Carries at least a Class X financial rating.

B. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, and dates of commencement and expiration of policies and carriers. Service Provider shall cause the City to be included as an Additional Insured and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any services on City property.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.

B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

Service Provider agrees that any documents, materials, and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City all of its right, title, and interest in and to such Works.

IX. RELATIONSHIP OF THE PARTIES

A. Service Provider represents that it has, or will, secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:

Notices sent by Service Provider shall be sent to:

City of Moberly
Attn: Finance Director
101 W Reed Street
Moberly, MO 65270
gregg@cityofmoberly.com

Notices sent by the City shall be sent to:

XI. TERM AND TERMINATION

A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.

B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City.

C. The City reserves the option to extend the auditing services agreement for up to two (2), three-year (3 year) renewals for fiscal years 2022-2024 and 2025-2027.

D. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. MISCELLANEOUS PROVISIONS

A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City

D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:

i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.

G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.

H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.

J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect. K. Waiver. The failure of either party to require performance of this

Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF MOBERLY, MISSOURI

By: _____
Brian Crane, City Manager

ATTEST:

By: _____
D. Kay Galloway, City Clerk

Audit Firm

By: _____
Name: _____
Title: _____

City of Moberly City Council Agenda Summary

Agenda Number: _____ #11.
 Department: Police
 Date: 07-15-2019

Agenda Item: A Resolution Authorizing The City Manager To Purchase A Motorola MCC7500 2 Position Radio.

Summary: If approved, the City of Moberly Police Department would purchase a new MCC7500 two position radio console from Motorola. This radio would replace the outdated “base” radio” currently in use at the police station. The current radio, a Motorola Gold Elite, is a terminal radio system, meaning parts are no longer made for it and the radio cards are becoming near impossible to find. The MCC7500 radio will allow for future upgrades and expansion of dispatch capabilities as needed to include a centralized dispatch center. Cost of the radio is budgeted for under the CIP of 911. A significant discount of 66,600 dollars is available is the contract is signed by July 19, 2019. 25% of the purchase price is required at the time of signing. Total cost including optional spares is 212,450 dollars.

Recommended Action: Approve this resolution

Fund Name: 911 Emergency Telephone Fund

Account Number: 400.000.5502

Available Budget \$: 100,000

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

BILL NO: _____

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A MOTOROLA MCC7500 2 POSITION RADIO.

WHEREAS, the “base radio” currently in use at the Police Department is outdated and will no longer be supported by Motorola; and

WHEREAS, an MCC7500 radio will allow for future upgrades and expansion of dispatch capabilities, including a centralized dispatch; and

WHEREAS, Motorola is offering a significant discount of \$26,600 if the radio is purchased by July 19, 2019, for \$212,450;

NOW, THEREFORE, be it resolved that the City Manager is authorized to purchase a Motorola MCC7500 radio for \$212,450.

RESOLVED this 15th day of July, 2019, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

City Clerk

SECTION 9

PRICING SUMMARY

Details	Price
Equipment MCC Dispatch at MOSWIN discount	\$120,850
System Integration MCC Dispatch, Training, Services during the warranty year	\$145,652
Console Discount with contract signature by September 19, 2019	-\$40,000
Console Discount with contract signature by July 19, 2019	-\$26,600
Total After System Discount	\$199,903

Details	Price
Optional Spares	\$12,547

Life Cycle Services Post Warranty Services Dispatch	Price
Post Warranty Services Year 2	\$14,836
Post Warranty SUAll Year 2	\$7,751
Post Warranty Services Year 3	\$15,281
Post Warranty SUAll Year 3	\$7,762
Post Warranty Services Year 4	\$15,739
Post Warranty SUAll Year 4	\$7,773
Post Warranty Services Year 5	\$16,212
Post Warranty SUAll Year 5	\$7,784

Optional pricing is at contract execution.



City of Moberly City Council Agenda Summary

Agenda Number: _____ #12.
 Department: City Clerk
 Date: July 15, 2019

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

Summary: Appropriation Resolution.

Recommended Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$215,446.84.

12

WHEREAS, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 15, 2019 in the amount of \$31,871.42.

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 15, 2019 in the amount of \$7,500.00.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 15, 2019 in the amount of \$2,144.76.

SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 15, 2019 in the amount of \$71,939.30.

SECTION 5: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 15, 2019 in the amount of \$46,122.32.

SECTION 6: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 15, 2019 in the amount of \$16,656.70.

SECTION 7: There is hereby appropriated out of the **Veteran Memorial Flag Project Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 15, 2019 in the amount of \$7.00.

SECTION 8: There is hereby appropriated out of the **Utilities Collection Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 15, 2019 in the amount of \$3,088.17.

SECTION 9: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 15, 2019 in the amount of \$22,655.61.

SECTION 10: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 15, 2019 in the amount of \$1,233.84.

SECTION 11: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 15, 2019 in the amount of \$1,227.72.

SECTION 12: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 15, 2019 in the amount of \$6,000.00.

SECTION 13: There is hereby appropriated out of the **Downtown CID Prop. Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due July 15, 2019 in the amount of \$5,000.00.

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

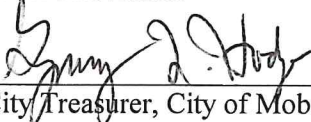
RESOLVED this 15th day of July 2019 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

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




City Treasurer, City of Moberly, Missouri

EXPENSES PAID JULY 2, 2019 - JULY 11, 2019 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE JULY 15, 2019 APPROPRIATION RESOLUTION TOTAL.

General Fund	\$	31,871.42
Non-Resident Lodging Tax Fund	\$	7,500.00
Payroll Fund	\$	2,144.76
Solid Waste Fund	\$	71,939.30
Parks and Recreation Fund	\$	46,122.32
Airport Fund	\$	16,656.70
Veteran Memorial Flag Project Fund	\$	7.00
Utilities Collection Fund	\$	3,088.17
Utilities OP & Maintenance Fund	\$	22,655.61
Emergency Telephone Fund	\$	1,233.84
Street Improvement Fund	\$	1,227.72
Downtown CID Sales Tax Fund	\$	6,000.00
Downtown CID Prop. Tax Fund	\$	5,000.00
Total	\$	215,446.84

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



City Treasurer, City of Moberly, Missouri

7/12/19

Date

ACCOUNTS PAYABLE CHECK REGISTER

#12.

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
24 DISBURSEMENTS						
80719	7/03/2019	1 ALTORFER INC	202.04			
80720	7/03/2019	5820 ANGELA TAYLOR	5,000.00			
80721	7/03/2019	3112 ARAMARK UNIFORM SERVICES	1,035.41			
80722	7/03/2019	13 ARROW ENERGY INC	14,456.71			
80723	7/03/2019	30 ARTDEP+BENTON	32.00			
80724	7/03/2019	4504 AT&T 5011	601.52			
80725	7/03/2019	35 BOGIE PUMP INC	148.43			
80726	7/03/2019	2885 BOTKINS TRUCKING LLC	217.38			
80727	7/03/2019	843 CHEMCO INDUSTRIES INC	207.95			
80728	7/03/2019	653 COE EQUIPMENT	126.35			
80729	7/03/2019	2645 CORE & MAIN LP	552.78			
80730	7/03/2019	678 CROWN POWER & EQUIPMENT	35.00			
80731	7/03/2019	2913 CULLIGAN WATER CONDITIONING	17.67			
80732	7/03/2019	695 ENGINEERING SURVEYS & SERVICES	10,335.20			
80733	7/03/2019	4336 KEY EQUIPMENT & SUPPLY CO.	732.16			
80734	7/03/2019	1565 MACON ELECTRIC COOP	40.52			
80735	7/03/2019	5658 CYDNEY D MAYFIELD	262.50			
80736	7/03/2019	5811 MCMAHON BERGER, PC	1,803.75			
80737	7/03/2019	3085 MO DEPT OF REVENUE	2,888.17			
80738	7/03/2019	3041 MO ONE CALL SYSTEM INC	230.10			
80739	7/03/2019	2740 MOBERLY AREA CHAMBER OF COMMER	7,500.00			
80740	7/03/2019	1970 KITCHEN DAMON	1,055.00			
80741	7/03/2019	4906 MUTTER FARMS LLC	511.87			
80742	7/03/2019	2976 NEUMAYER EQUIPMENT CO INC	208.00			
80743	7/03/2019	3079 NEWMAN COMLEY & RUTH PC	225.00			
80744	7/03/2019	2556 PETTY CASH	500.00			
80745	7/03/2019	2778 PRO-TECH CO INC	216.81			
80746	7/03/2019	3100 REBARCO INC	110.50			
80747	7/03/2019	2977 RICKETTS FARM SERVICE	600.00			
80748	7/03/2019	5218 RSINET	180.00			
80749	7/03/2019	617 SCHULTE SUPPLY INC	1,054.35			
80750	7/03/2019	2643 UNITED WAY	1,252.76			
80751	7/03/2019	2646 VALIC	892.00			
80752		Utility Billing Checks				
Thru 80760						
80761	7/11/2019	5822 ABOVE AND BEYOND TENTS	938.00			
80762	7/11/2019	1254 ACTIVE NETWORK	275.00			
80763	7/11/2019	3055 ADVANCED DISPOSAL - MACON	65,807.57			
80764	7/11/2019	4693 ADVANCED TURF SOLUTIONS	524.05			
80765	7/11/2019	4207 ALPHA MEDIA LLC	85.00			
80766	7/11/2019	5825 ALSHIRE VIRGINIA	25.00			
80767	7/11/2019	20 ARNSPERGER MARK	6.00			
80768	7/11/2019	30 ARTDEP+BENTON	1,702.40			
80769	7/11/2019	9 ARTS APPLIANCE	1,907.50			
80770	7/11/2019	306 ATLANTIC SAFETY PRODUCTS	947.52			
80771	7/11/2019	15 AUSTIN COFFEE SERVICE	257.14			
80772	7/11/2019	16 AUTOZONE INC	118.94			
80773	7/11/2019	3625 BARR ENGINEERING COMPANY	9,495.69			
80774	7/11/2019	5176 BILLINGTON MARY	80.00			

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ACCOUNTS PAYABLE CHECK REGISTER

#12.

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
80775	7/11/2019	34 BOB'S TIRE, LLC	165.00			
80776	7/11/2019	2605 BRATCHER'S MARKET	52.64			
80777	7/11/2019	191 BROWNFIELD OIL CO INC	152.00			
80778	7/11/2019	424 BUTLER SUPPLY INC	75.24			
80779	7/11/2019	594 BROOKS JIM	127.50			
80780	7/11/2019	1301 CINTAS CORPORATION	625.86			
80781	7/11/2019	5821 COLUMBIA HOUSE WASHING	299.00			
80782	7/11/2019	3063 CONLEY FOREST DO	265.00			
80783	7/11/2019	2645 CORE & MAIN LP	359.76			
80784	7/11/2019	5831 CROCKETT'S DETAIL	175.00			
80785	7/11/2019	678 CROWN POWER & EQUIPMENT	230.82			
80786	7/11/2019	2913 CULLIGAN WATER CONDITIONING	63.28			
80787	7/11/2019	2951 CUMMINS MID SOUTH LLC	813.89			
80788	7/11/2019	118 D & L TRENCHING INC	1,900.00			
80789	7/11/2019	5826 DOUGLAS PAIGE	444.00			
80790	7/11/2019	5791 DOUGLAS SUMMER H	120.00			
80791	7/11/2019	5198 EDGE AVIATION LLC	162.00			
80792	7/11/2019	695 ENGINEERING SURVEYS & SERVICES	182.00			
80793	7/11/2019	5827 ENVIRONMENTAL RESTORATION	11,306.95			
80794	7/11/2019	1527 ESRY DANIEL	57.50			
80795	7/11/2019	3103 FASTENAL COMPANY	.00	**CLEARED**	**VOIDED**	
80796	7/11/2019	3103 FASTENAL COMPANY	4,169.90			
80797	7/11/2019	1308 FEHLING SMALL ENGINE LLC	520.75			
80798	7/11/2019	5801 FINNELL MADDI	120.00			
80799	7/11/2019	2517 FOSTER ANN	100.00			
80800	7/11/2019	2839 FUSION TECHNOLOGY LLC	914.44			
80801	7/11/2019	704 GALLS LLC	135.30			
80802	7/11/2019	5178 GEBHARDT JEREMIAH	325.00			
80803	7/11/2019	5784 HARLAN KENNEDY	44.00			
80804	7/11/2019	103 HARRIS COMPUTER SYSTEMS	277.86			
80805	7/11/2019	2787 IDEXX DISTRIBUTION CORP	1,485.65			
80806	7/11/2019	763 SUMNER ONE	262.64			
80807	7/11/2019	1835 INDUSTRIAL PROCESS EQUIP GROUP	1,338.43			
80808	7/11/2019	5338 KAESER & BLAIR INC	254.73			
80809	7/11/2019	4776 KNOT AS IT SEEMS FLOWERS & GIF	180.00			
80810	7/11/2019	1319 KOHL WHOLESALE	10,199.87			
80811	7/11/2019	5830 LANDIS+GYR TECHNOLOGY INC	2,549.28			
80812	7/11/2019	1381 LEON UNIFORM COMPANY	183.90			
80813	7/11/2019	3015 LOWE'S HOME CENTERS, LLC	307.32			
80814	7/11/2019	679 MARTECK	285.00			
80815	7/11/2019	1608 MARTIN'S FLAG CO INC	192.65			
80816	7/11/2019	5611 MCCLURE ENGINEERING COMPANY	4,010.00			
80817	7/11/2019	1694 MFA AGRI SERVICE CENTER	245.00			
80818	7/11/2019	1688 MFA OIL COMPANY	6,687.36			
80819	7/11/2019	4231 MISSING IN MISSOURI CONFERENCE	25.00			
80820	7/11/2019	1921 MOBERLY LUMBER INC	318.89			
80821	7/11/2019	1935 MOBERLY MONITOR INDEX	436.98			
80822	7/11/2019	1036 MUNICIPAL CODE CORPORATION	4,837.58			
80823	7/11/2019	2128 NATIONAL TACTICAL OFFICERS	150.00			
80824	7/11/2019	2152 NEMO ELECTRIC CO INC	871.72			
80825	7/11/2019	2299 O'REILLY AUTOMOTIVE STORES INC	2,163.67			
80826	7/11/2019	2822 PEPSI-COLA	2,169.72			
80827	7/11/2019	5727 PEST PRO SOLUTIONS	95.00			

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ACCOUNTS PAYABLE CHECK REGISTER

#12.

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
80828	7/11/2019	2596 PLUMB SUPPLY COMPANY	245.31			
80829	7/11/2019	5828 POTTER LINDSEY	100.00			
80830	7/11/2019	2750 PREMIER SAFETY	170.00			
80831	7/11/2019	5786 PRICE JOSHUA STEVEN	134.00			
80832	7/11/2019	5829 Q SECURITY SOLUTIONS	198.00			
80833	7/11/2019	4924 R P LUMBER COMPANY INC	2,168.26			
80834	7/11/2019	3100 REBARCO INC	30.00			
80835	7/11/2019	4805 RILEY ANNA	116.00			
80836	7/11/2019	4117 ROTO-ROOTER	1,035.39			
80837	7/11/2019	2603 SAM'S HEALTH MART NO.1	18.80			
80838	7/11/2019	5639 SOCKET	.00	**CLEARED**	**VOIDED**	
80839	7/11/2019	5639 SOCKET	2,684.16			
80840	7/11/2019	3758 SOUTHEASTERN SECURITY CONS INC	55.50			
80841	7/11/2019	5700 STAPLES	120.34			
80842	7/11/2019	5758 STARGUARD ELITE	1,100.00			
80843	7/11/2019	2386 EUGENE L KRIBBS	675.00			
80844	7/11/2019	5800 VERIZON CONNECT NWF INC	133.79			
80845	7/11/2019	2656 WESTLAKE HARDWARE	.00	**CLEARED**	**VOIDED**	
80846	7/11/2019	2656 WESTLAKE HARDWARE	1,134.47			
80847	7/11/2019	2772 WIRELESS USA	165.00			
80848	7/11/2019	5823 YOUNG DEBBIE	100.00			
80849	7/11/2019	5526 ZELADE MADDY	30.00			
80850	7/11/2019	5294 ZURCHER TIRE INC	196.00			
20190521	7/05/2019	2591 MOBERLY AREA ECONOMIC DEVELOPM	6,000.00			**E-PAY**
BANK TOTAL			215,446.84			
OUTSTANDING			215,446.84			
CLEARED			.00			
VOIDED			.00			

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	31,871.42	31,871.42	.00	.00
102 NON-RESIDENT LODGING TAX	7,500.00	7,500.00	.00	.00
105 PAYROLL FUND	2,144.76	2,144.76	.00	.00
110 SOLID WASTE FUND	71,939.30	71,939.30	.00	.00
115 PARKS & RECREATION FUND	46,122.32	46,122.32	.00	.00
120 AIRPORT FUND	16,656.70	16,656.70	.00	.00
140 VETERAN MEMORIAL FLAG PRJ	7.00	7.00	.00	.00
300 UTILITIES COLLECTION FUND	3,088.17	3,088.17	.00	.00
301 UTILITIES OP & MAINT	22,655.61	22,655.61	.00	.00
400 EMERGENCY TELEPHONE FUND	1,233.84	1,233.84	.00	.00
601 STREET IMPROVEMENT FUND	1,227.72	1,227.72	.00	.00
911 DOWNTOWN CID SALES TAX	6,000.00	6,000.00	.00	.00
912 DOWNTOWN CID PROP TAX	5,000.00	5,000.00	.00	.00

REPORT TOTAL	215,446.84
OUTSTANDING	215,446.84
CLEARED	.00
VOIDED	.00

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City of Moberly City Council Agenda Summary

Agenda Number: _____ #13.
 Department: City Manager
 Date: July 15, 2019

Agenda Item: Department Head Monthly Reports

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

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

Recommended Action: Just for your review

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

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



Police Department
Troy Link
Chief of Police
264th Session FBI Academy

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

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

1. Child Molestation 4th Deg: Suspect: AS, W/M, 22 yoa; Victim: CB, W/F, 14 yoa.(PC sent to PA)
2. Sexual Misconduct w/Child: Suspect:AS, W/M, 22 yoa; Victim:CB, W/F,14 yoa.(PC sent to PA)
3. Child Abuse: Suspect: JF, W/M, 38 yoa; Victim: BF, W/M, 14 yoa. (Unfounded)
4. Domestic Assault- 35 year old black male suspect, 33 year old white female victim, reports to RCPA
5. Possession of Child Pornography- 15 year old white male suspect, reports to RCJO
6. Distribution of Child Pornography- 11 year old white female suspect, reports to RCJO
7. Statutory Rape 1st Degree- 24 year old white male suspect, 15 year old white female victim, reports to RCPA
8. Possession of A Controlled Substance: Suspect; KB, W/M, 52 yoa, Victim; State of Missouri
9. Unlawful Possession of a Firearm: Suspect; CL, , B/M, 41 yoa, Victim; State of Missouri
10. Assault 3rd / Sexual Abuse: Suspect; CW, W/M, 25 yoa, Victim; MR 22 yoa
11. Rape / Sodomy 2nd: Suspect; RP, W/M, 43 yoa, Victim 21 yoa
12. Child Molestation: Suspect; SC, W/M, 37 yoa, Victims; TC 14 yoa and MC 13 yoa
13. Stealing: Suspect; AC, W/F, 31 yoa, Victim; Walmart
14. Stealing: Suspect; MW, W/M, 34 yoa, Victim; Walmart
15. Stealing: Suspect; CA, W/M, 33 yoa, Victim; Walmart
16. Possession of a Controlled Substance: Suspect; SS, W/F, 18 yoa, Victim: State of Missouri,
17. Tampering 1st: Suspect; LO, W/M, 31 yoa, Victim; PH 40 yoa

Cases Cleared.....	17
Interviews.....	122
Interrogations.....	4
Reports Written.....	127

Special Assignments

Monthly Report

Liquor License Application- Memory Lanes (Original).
 Liquor License Application- Memory Lanes (Renewal).
 Liquor License Application- D'Abolengo Mexican Cuisine (Renewal).
 Liquor License Application- VFW Post 2654 (Renewal).
 Liquor License Application- Lula's Next Door, Inc (Renewal).
 Liquor License Application- Felicia's (Renewal).
 Liquor License Application- Nelly's (Renewal).
 Liquor License Application- Case N' Keg (Renewal).
 Assisted with Child Abuse Hotline investigation.
 Typed intel report for NOMO Drug TF.
 Interrogated suspect in Stealing investigation.
 Training at PD on BAC machine.
 Took 2 tests and filled out form for BAC training.
 Completed 10 self tests on BAC machine for training.
 Typed intel report and sent to NOMO Drug TF.
 Assisted with potential arson/ illegal burning investigation.
 Called in to assist with sex assault investigation.
 Called in to assist with felon possessing a firearm investigation.
 Liquor License Application- Mallard Pub & Pool (Original).
 Liquor License Application- Mallard Pub & Pool (Renewal).
 Assisted with Rape investigation.
 Attended forensic interview in Columbia.
 Filled out paperwork at Rainbow House to receive evidence.
 Attended forensic interview in Columbia.
 Filled out paperwork at Rainbow House for release of evidence.
 Supervisor's Meeting.
 Assisted with interview of police officer candidate.
 Conducted traffic stop for reported C&I driver.
 Completed Racial Profiling.
 Picked up evidence from Digital Forensics in Jefferson City.
 Assisted NOMO Drug Task Force with warrant round up.
 Reviewed and Approved Reports
 Photographed domestic assault victim
 Arrested subject in reference to stealing investigation
 Attempted to obtain video surveillance from business in reference to stealing investigation
 Transported victim to University of Missouri Hospital for exam
 Collected clothing from sexual assault victim
 Provided information to Northern Missouri Drug Task Force
 Responded to residence in reference to Referral from Juvenile Office
 Made contact with victim's advocate in reference to sexual assault investigation
 Attended Breath Instrument Training
 Assisted patrol with child pornography investigation
 Interviewed victim in reference to statutory sodomy investigation

Police Department

Troy Link
 Chief of Police
 264th Session FBI Academy

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

Interviewed 2 suspects in possession of child porn investigation
 Arrested subject for statutory rape
 Traveled to St. Joseph, MO to pick up new ACO vehicle
 Assisted Det. West arrest subject for tampering with motor vehicle
 Sent referral sheet to Rainbow House in reference to statutory sodomy investigation
 Responded to Rainbow House in Columbia MO for forensic interview (x2)
 Contacted MIAC for license plate check
 Worked on reports related to Homicide (x2)
 Conducted investigation into report 1812-0942, reviewed case file from Hannibal PD.
 Liquor License application for Bratcher's Fuel
 Liquor License application for Bratcher's Market
 Liquor License application for Casey's South
 Liquor License application for Case N' Keg
 Liquor License application for Casey's North
 Field contacted subjects due to suspicious activity (Denied consent search)
 Located and arrested suspect
 Responded with DSS to 710 Monroe Av. And assisted with the removal of children
 DWI Intox training
 Contacted Owensville PD attempting to identify subjects
 Contacted Audrain Co SO attempting to identify subjects
 Field contacted a vehicle MULES revealed as towed to confirm proper ownership
 Investigated alleged child pornography case
 Liquor License application for Fraternal Order of Eagles
 Traffic stop / suspicion of drug activity / denied consent to search
 Conducted surveillance on vehicle involved with suspect in shooting
 Called to scene of fire for suspicion of arson
 Liquor License application Walmart
 Liquor License application Vertigo
 Liquor License application Loyal Order of Moose
 Liquor License application Aldi
 Call out for sexual assault and related report
 Call out for arrest of shooting suspect and related report
 Responded to Jefferson City to interview a witness
 Liquor License application Shady Tuesday Bar and Grill
 Rape/sodomy investigation and related reports
 Sent information to MIAC
 Reviewed information received from multiple agencies in Boone Co

Spoke with Elsig about LPR systems
Major Case Squad Meeting
Traffic Stop with drug arrest and related reports
Spoke with representatives at Leonardo to acquire LPR system
Spoke with staff at Boone County Sheriff's Office to link potential LPR system
Traffic stop with warning
Traffic stop with warning
Processed stolen vehicle
Interviews/Investigation in reference to stolen vehicle

Recovered Property

Vehicle.....\$3000.00

Respectfully Submitted,

Tracey Whearty
Commander

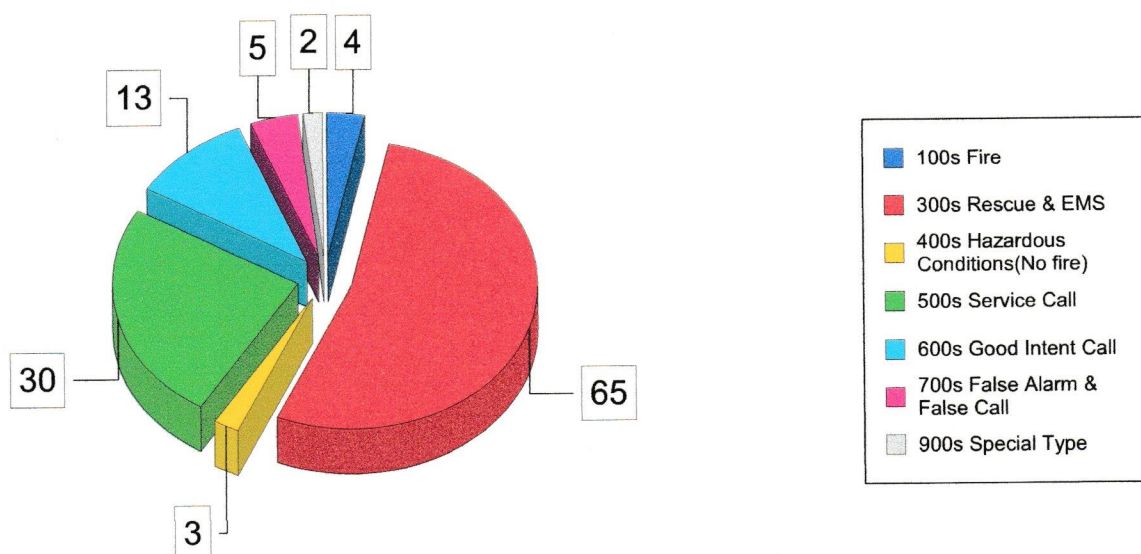
Moberly Fire Department June Monthly Report 2019



Incident Reports By Incident Type, Summary

Incident Type	Total Incidents:
111 Building fire	1
1511 Household Refuse Fire	1
1513 Yard Waste/ Refuse Fire	1
154 Dumpster or other outside trash receptacle fire	1
3112 Lift Assistance	5
3113 Standby, No care provided	5
321 EMS call, excluding vehicle accident with injury	50
324 Motor vehicle accident with no injuries	1
350 Extrication, rescue, other	1
381 Rescue or EMS standby	3
412 Gas leak (natural gas or LPG)	2
424 Carbon monoxide incident	1
5001 Gas Appliance Inspection	7
5005 CFO Inspection	1
5311 Report of odor with nothing found	1
553 Public service	3
554 Assist invalid	18
600 Good intent call, other	1
611 Dispatched & canceled en route	5
622 No incident found on arrival at dispatch address	1
631 Authorized controlled burning	2
651 Smoke scare, odor of smoke	2
671 Hazmat release investigation w/ no hazmat	2
700 False alarm or false call, other	1
733 Smoke detector activation due to malfunction	2
735 Alarm system sounded due to malfunction	1
745 Alarm system sounded, no fire - unintentional	1
911 Citizen complaint	2
Total Number of Incidents:	122
Total Number of Incident Types:	28

Print Date: 7/8/2019



Graphed Items are sorted by Incident Type

Type Of Incident:

Total Of Incidents:

Percentage Value:

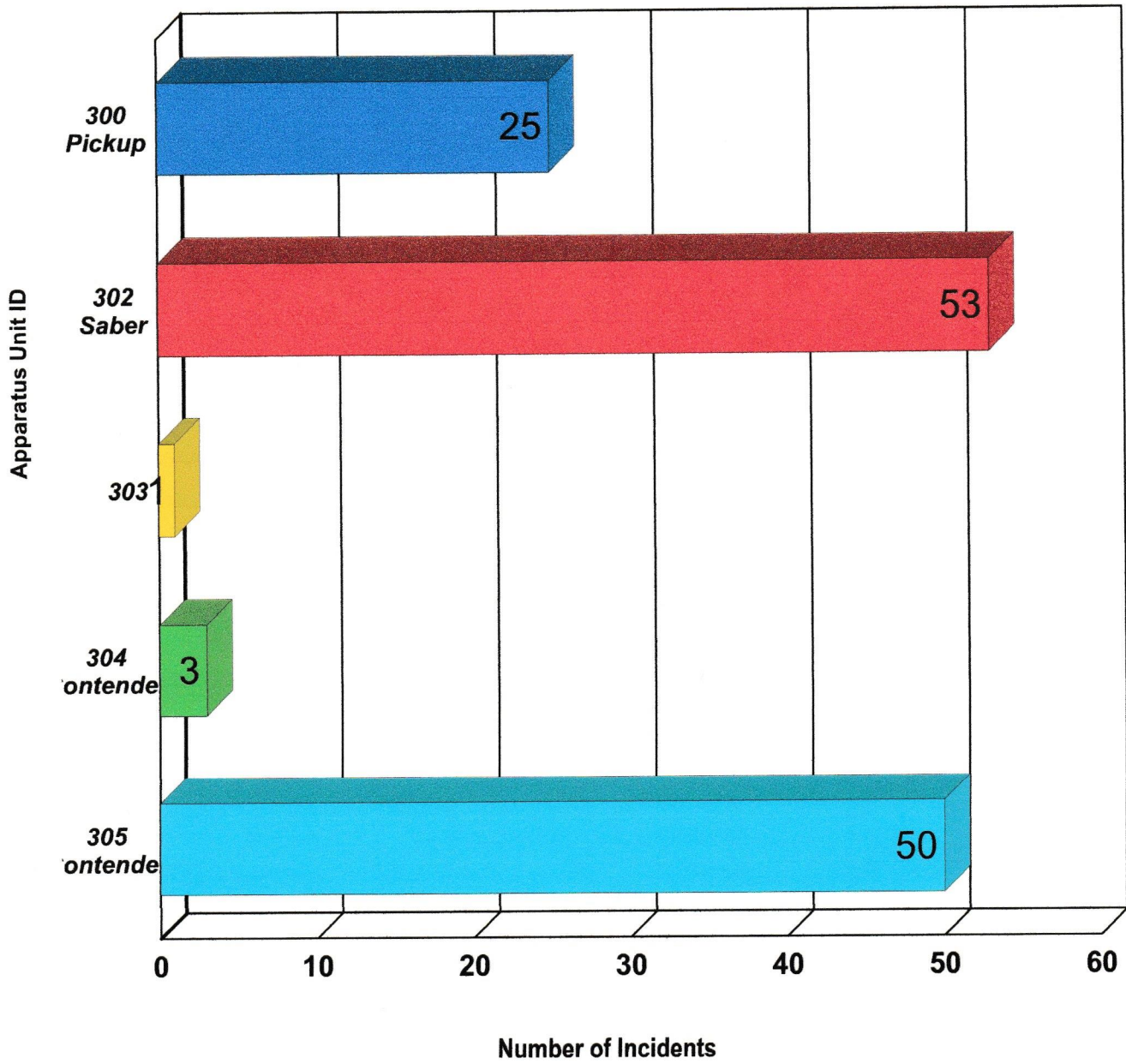
100 Series-Fire	4	3.28%
300 Series-Rescue & EMS	65	53.28%
400 Series-Hazardous Conditions(No fire)	3	2.46%
500 Series-Service Call	30	24.59%
600 Series-Good Intent Call	13	10.66%
700 Series-False Alarm & False Call	5	4.10%
900 Series-Special Type	2	1.64%

Grand Total: 122

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

Print Date: 7/8/2019

Apparatus Responding to Incidents

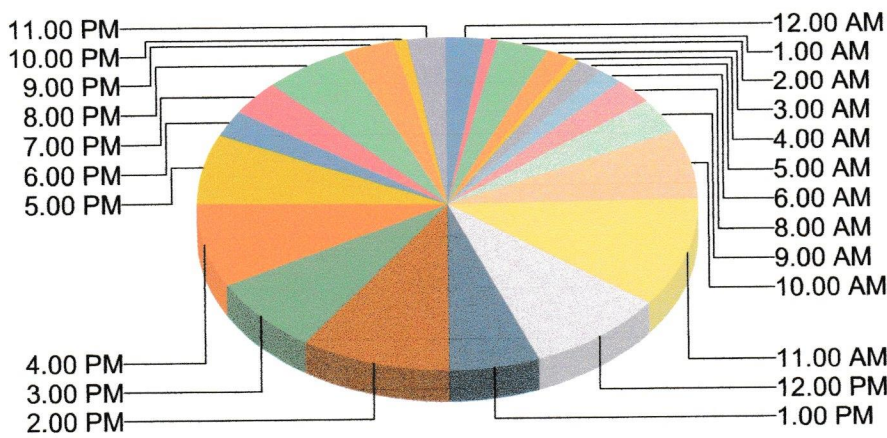


Total Amount of Incidents: 122
Apparatus Count: 5

Print Date: 7/8/2019

Incident Statistics by Hour of the Day


#13.



12.00 AM	2.5%
1.00 AM	0.8%
2.00 AM	3.3%
3.00 AM	1.6%
4.00 AM	0.8%
5.00 AM	1.6%
6.00 AM	1.6%
8.00 AM	2.5%
9.00 AM	3.3%
10.00 AM	6.6%
11.00 AM	10.7%
12.00 PM	9.0%
1.00 PM	5.7%
2.00 PM	9.8%
3.00 PM	7.4%
4.00 PM	8.2%
5.00 PM	6.6%
6.00 PM	2.5%
7.00 PM	3.3%
8.00 PM	5.7%
9.00 PM	3.3%
10.00 PM	0.8%
11.00 PM	2.5%
Total:	100.0%

Hour of the Day: 12.00 AM	Total # of Incidents: 3.00	% of Total Incidents: 2.46%
Hour of the Day: 1.00 AM	Total # of Incidents: 1.00	% of Total Incidents: 0.82%
Hour of the Day: 2.00 AM	Total # of Incidents: 4.00	% of Total Incidents: 3.28%
Hour of the Day: 3.00 AM	Total # of Incidents: 2.00	% of Total Incidents: 1.64%
Hour of the Day: 4.00 AM	Total # of Incidents: 1.00	% of Total Incidents: 0.82%
Hour of the Day: 5.00 AM	Total # of Incidents: 2.00	% of Total Incidents: 1.64%
Hour of the Day: 6.00 AM	Total # of Incidents: 2.00	% of Total Incidents: 1.64%
Hour of the Day: 8.00 AM	Total # of Incidents: 3.00	% of Total Incidents: 2.46%
Hour of the Day: 9.00 AM	Total # of Incidents: 4.00	% of Total Incidents: 3.28%
Hour of the Day: 10.00 AM	Total # of Incidents: 8.00	% of Total Incidents: 6.56%
Hour of the Day: 11.00 AM		

Total # of Incidents:	13.00	% of Total Incidents:	10.66%
Hour of the Day: 12.00 PM			
Total # of Incidents:	11.00	% of Total Incidents:	9.02%
Hour of the Day: 1.00 PM			
Total # of Incidents:	7.00	% of Total Incidents:	5.74%
Hour of the Day: 2.00 PM			
Total # of Incidents:	12.00	% of Total Incidents:	9.84%
Hour of the Day: 3.00 PM			
Total # of Incidents:	9.00	% of Total Incidents:	7.38%
Hour of the Day: 4.00 PM			
Total # of Incidents:	10.00	% of Total Incidents:	8.20%
Hour of the Day: 5.00 PM			
Total # of Incidents:	8.00	% of Total Incidents:	6.56%
Hour of the Day: 6.00 PM			
Total # of Incidents:	3.00	% of Total Incidents:	2.46%
Hour of the Day: 7.00 PM			
Total # of Incidents:	4.00	% of Total Incidents:	3.28%
Hour of the Day: 8.00 PM			
Total # of Incidents:	7.00	% of Total Incidents:	5.74%
Hour of the Day: 9.00 PM			
Total # of Incidents:	4.00	% of Total Incidents:	3.28%
Hour of the Day: 10.00 PM			
Total # of Incidents:	1.00	% of Total Incidents:	0.82%
Hour of the Day: 11.00 PM			
Total # of Incidents:	3.00	% of Total Incidents:	2.46%
<u>Grand Total Incidents:</u>	<u>122.00</u>		



Moberly!

Parks & Recreation

Monthly Report

June 2019

#13.

	2019		2018	
Parks	Thompson Campground	170	Campground Daily(155) Campground Monthly(4) Caampground Overflow(3) Tent Camping(8)	146
	Miscellaneous Park Fees	\$21.03	Misc Money found and Dump Station	\$0
	Overnight Fishing Passes	2		1
	Paddleboat Rental	59	-	13
	Canoe Storage	\$0.00		1
	Archery Range	-	-	-
	Overlook & Plaza	2	Wedding(1) Internal: Hold for Big Bam(1 res. For 4 days)	0
	Midway	3	Tractor Pull(1) Internal: Hold for Rodeo(1 res. For 2 days) Hold for Big Bam(1 res. For 2 days)	2
	Agricultural Barns	2	Internal: Hold for Rodeo(1 res. For 2 days) Internal: Hold for Big Bam(1 res. For 3 days)	1
	Equestrian Area/ Rodeo Ground	3	Rodeo(1 res. For 2 days) 4-H Horsemanship Practice(1) Internal: Hold for Big Bam(1 res. For 4 days)	3
	James Youth Center	9	Family events(6) 4-H(2) Internal: Hold for Big Bam(1 res. For 4 days)	12
	Lodge	11	Rotary(4) Family Reunion(1) Wedding/Reception(3/1 of those for 2 days) Class Reunion(1) Internal: Hold for Rodeo (1 res. For 2 days) Hold for Big Bam(1 res. For 3 days)	12

227

Riley Pavilion	4	Corporate Gathering (1) Moberly Area Community Band Concert(1) Internal: Hold for Rodeo(1 res. For 2 days) Hold for Big Bam(1 res. For 4 days)	1
Lion's Beuth Park	1	Wedding (1)	0
Fox Park (entire)	1	Internal: Hold for Construction (19 day hold)	0
Fox Park Tennis Courts	-	-	-
Shelter 1 Tennis Courts	1	Internal: Tennis Lessons held M/W/F in June	0
Tannehill Park	4	Farmer's Market (4)	1
Wilhite Tennis Courts	1	Internal: Hold for Big Bam(1 res. For 4 days)	0
Depot Park	1	Railroad Days (1 res. For 9 days)	0

#13.

		2019		2018
Fields	Red 1	17	Glory Softball Tournament(1 res. For 2 days) 16 days of MML Baseball games	17
	Red 2	13	Junior Legion Games (7) Senior Legion Games (6)	12
	Blue 1	0		32
	Blue 2	0		11
	Blue 3	0		1
	Green 1	1	Glory Softball Tournament (1 res. For 2 days)	41
	Green 2	40	Glory Softball Tournament (1 res. For 2 days) MPRD Softball Games(39)	44
	Green 3	17	Glory Softball Tournament(1 res. For 2 days) 16 days of MML Baseball games	17
	Green 4	45	Glory Softball Tournament (1 res. For 2 days) MPRD Softball Games(44)	53
	Green 5	17	Glory Softball Tournament(1 res. For 2 days) 16 days of MML Baseball games	17
	Green 6	16	16 days of MML Baseball games	17
	Groeber	11	Practices (10) Internal: Hold for Big Bam(1 res. For 4 days)	13
	Meinert	7	Glory Softball Tournament(1 res. For 2 days) Practices(5) Internal: Hold for Big Bam(1 res. For 4 days)	18
	Patrick	13	Glory Softball Tournament(1 res. For 2 days) Practices(11) Internal: Hold for Big Bam(1 res. For 4 days)	21
	Fox Field	1	Internal: Hold for Construction (19 day hold)	15
Batting Cages	12	Batting Practices(12)	33	
		2019		2018
ers	Shelter 1	6	Family Event(2) Birthday Party(2) Sunday School Party(1) Internal: Hold for Big Bam(1 res. For 4 days) Hold for YMCA 5K(1)	7
	Shelter 3	2	Internal: Hold for Big Bam(1 res. For 4 days) Hold for YMCA 5K(1)	1
	Shelter 5	4	Family Event(2) Internal: Hold for Rodeo(1 res. For 2 days) Hold for Big Bam(1 res. For 4 days)	6

#13.

Shelt

Fox Park Shelter	4	Birthday Party(1) Baby Shower(1) Family Reunion(1) Internal: Hold for Construction (18 day hold)	7
Klein Shelter	6	Birthday Party(3) Baby Shower(1) Internal: Hold for Big Bam(1 res. For 4 days) Hold for YMCA 5K(1)	3
Lake Pavilion	4	Wedding(1) Family Event(1) Worship in the Park(1) Internal: Hold for Big Bam(1 res. For 4 days)	9
Meditation Garden and Legacy Overlook	1	Internal: Hold for Big Bam(1 res. For 4 days)	0

#13.

		2019	2018
Auditorium	Entire Facility	4	7
			Wedding (2 res. For 2 days) Railroad Days(1 res. For 7 days) Little Spartan Registration Night(1)

#13.

		2019	2018
Aquatic Center	Entire Facility	12	9
			Pool Parties(7) Internal: Hold for Rodeo(1) Hold for Big Bam(1 res. For 3 days) Aqua Dance Fitness(1) 3 day hold for maintenance
	Party Area	2	2
			Sunshade Pool Parties (2)

		2019	2018
Recreation		30-40	20
			Fishing Clinic

Director – Troy Bock

- Final Big Bam preparation and on-site meetings.
- Held 4th of July meetings and preparation.
- Met regarding the Healthy Community Survey to determine offerings and policies related to healthy lifestyles (physical activity and nutrition).
- Participated in arrangements including media outreach ahead of the 75th Anniversary of D-Day in an effort to increase awareness of General Omar Bradley and his role in D-Day.
- Submitted documentation for the LWCF grant reimbursement for the Candy Cane City resurfacing project. I hope to hear from DNR within the next month.
- Had meetings with Fastenal to get setup with usernames/passwords so we can view the City's special governmental pricing as they offer significant savings on their projects to municipalities. We have begun shifting some purchasing in their direction to save funds and keep our dollars where possible.
- Gave a presentation to the Pachyderm Club along with Eric Brown from Heritage Hills, covering all of our Department's and the golf course's offerings.

Administration – Leslie Keeney

- Processed bills and timesheets for the department.
- Summer activities began, counted money from pool/concession operations and working bugs out of new software system.
- Paid umpires for umpiring softball league.
- Oversaw day to day operations of Parks and Recreation Office.

Dirk Miller – Park Superintendent

- Received the new tank to hold our liquid chlorine at the Pool, hope to get it installed soon.
- Had a visit from DNR this month and in the process of addressing issues brought up by them.
- Fox Park tennis courts have been poured and the new fence and sidewalks have been installed. Landscaping of outside area to provide proper drainage is in the process.
- Poured a new concrete pad for the smaller bleachers at Patrick Field. Landscaped around it so there will be no issues when mowing around the area. Intend on doing one more pad at Patrick this week, for the “opposing team”.
- Busy with the prep for July the 4th festivities.
- We have picked up the hexagon picnic table from Tannehill Park and plan on fixing it as there are missing and broken boards on the table.
- Taken the metal folding chairs to Fusselman’s Salvage since they are very old and in dis-repair. Contacted Theresa Hyatt about the 4-H tables to see what they wish do with them as many of them are in bad condition.
- In the process of getting ready for the County Fair.
- Had “Facebook” posts about the gaps underneath the fencing at the Dog Park, therefore we got a load of gravel and are spreading it along the fence-line to eliminate any gaps that are there.

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

- 6th Annual Glory Softball Classic was held on June 1st and 2nd. 38 teams from throughout the state participated, including one team from Nebraska.
- Prep work for the 4th of July Extravaganza began.

Sports:

- Nightly league play continued with games being held 5 nights a week and Legion baseball on weekends.

Amanda Warder – Recreation Supervisor**Pool:**

- Pool season is running right along, with routine becoming the norm. No Major behavioral issues besides small ones here and there.
- 4th of July for the pool went well. We had increased attendance the day before and the day after the 4th.
- We have Christmas in July-dive in movie at the pool on July 26th. The movie will be ELF and World Finance will be sponsoring the event.

Concessions:

- We are in the groove of things for the month of June. Games will start slowing down here soon and then we will begin to prepare for football season.

Events:

- 4th of July went very well. Besides slight rain, we had a great turn out. All our food vendors came out and did really well. The ones who attended were: Zydecos, Ferro's potatoes, Macon Snacks, Kona Ice, Sweet and Salty, and Wingz N' Things. Our merchandise vendors were: Sweet B's wood pallet art and St. Pius sold glow light novelties. United Way also participated.

Alex Westhues – Recreation Assistant

- Continued posting Facebook ads and other posts such as Throw-back Thursdays, Fun Fact Friday, etc. to continue to increase engagement on our Facebook page.
- Worked with Amanda on department events.
- Communicated with Dirk and Todd on facility set-ups, etc.
- Counted money from the previous day from the pool and the athletic complex
- Planned Art in the Park.

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

July 2019

Director's Summary

Combined Sewer Flows: An item of note for the months of May and June are the average daily flows to the Wastewater Treatment Facility. June average daily flows were 3.591 MGD (million gallons per day); May was 3.095 MGD. This compares to June 2018 at 1.173 MGD and May 2018 at 1.078 MGD. The sustained high flows in our collection system and lift stations are showing up as sink holes and pump failures. Increased electric bills are also a given. Staff have done a tremendous job in keeping up with the work load to keep the water going where it is supposed to and treating it effectively.

Sugar Creek Lake Source Water Protection Plan: A draft of the Source Water Protection Plan has been received from Barr Engineering and is undergoing staff review. Once staff have reviewed the document, the draft will be provided to the City Council and the Public for review and comment. Once the document is final, the City Council will be asked to approve the document and it will be sent to the Department of Natural Resources for acceptance. This document is part of the plan that will allow the City of Moberly to participate in funding for source water protection projects in the watershed from federal and state sources.

Solar Project: The Solar Project installation is complete. We are waiting on the final installation at City Hall and punch list items to be completed and Ameren to turn on the new meter bases that allow for measurement of the power produced.

MDNR: MDNR has completed an inspection for the City's Municipal Separate Storm Sewer System (MS4) permit and program. The inspection was positive overall with some housekeeping items at municipal facilities noted and a bi-annual report to be filed with DNR outstanding.

Director West-Calcano attended the Municipal Stakeholders Meeting with DNR Director Comer and DNR staff. Topics discussed included a new grant program for wastewater system regionalization, permitting, water quality standards, legislation, and nutrient trading.

MML: Director West-Calcano is a member of the MML Environmental Policy Committee and attended a meeting in Columbia to revise MML policy regarding issues of sustainable development, energy and the environment. These policy recommendations will be reviewed and revised by the Board for submittal to the membership at the annual meeting in September in St. Charles. This policy determines what initiatives MML can lobby for or against in the Missouri Legislature for the coming legislative session on behalf of membership.

Community Support: The Utilities Department participated in the Tons of Trucks event sponsored by the City of Moberly. This was a fun event with good amount of traffic. Great event for the first one!

Household Hazardous Waste: Rachel Hultz, Water Quality Manager (stormwater) has been working hard to get caught up with the backlog of household hazardous waste that has accumulated over the winter. Please see her report for details on all of the activities for the month of June.

Open Positions: The Utilities Distribution and Collection Department is still looking to fill one heavy equipment operator position. An offer of employment was extended and accepted by an applicant for the Water Treatment Plant operator’s position.

Dept. Summary:

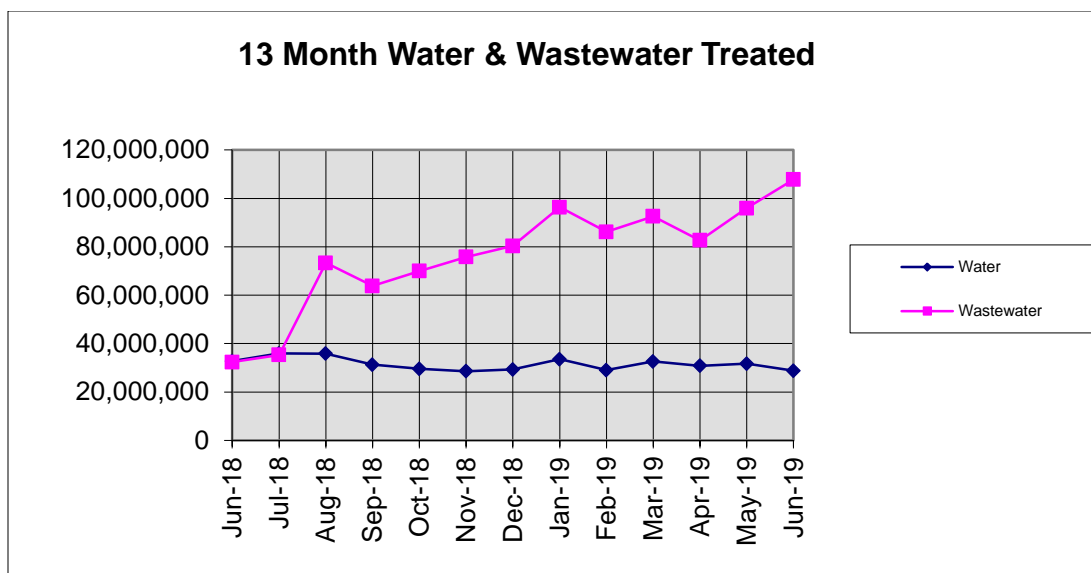
Drinking water produced: 28,807,708 (.960 MG/Day)
 Wastewater Treated: 107.772 MG (3.591 MG/Day)
 Wastewater from Combined Sewer Overflows: 69.935 MG
 Total precipitation for June 5.99 inches

Billing activity: 24,559,085 gallons of water in the amount of \$187,946.10 and 22,177,825 gallons of sewage in the amount of \$231,033.41

Staff issued 2542 bills for cycle 1 in the amount of \$239,423.76 and 2739 bills for cycle 2 in the amount of \$312,716.17 that included water, sewer, garbage, tax and arrears outstanding.

Unaccounted Water for June 2019 =10.60% The Moberly Aquatic Center used 308,340 gallons to fill the pool.

Month	Water Produced	City Usage/ Unbilled	Water Leaks	Hydrant Flush	D&C Maint	Metered/Billed	Accounted	Unaccounted
June-19	28,807,708	1,167,050	83,325	0	28,850	24,559,085	25,838,310	2,969,3398



Distribution and Collection Department and Customer Service

- There were two water main leaks repaired in June. However, there were 30 sewer calls. Many of these calls required more than one day to clean the line, televise the interior of the line, determine the cause of the problem, and either notify the property owner for a private lateral repair or to conduct a repair of the City's main.
- There were two water main valves that were replaced.
- There were no sanitary sewer overflows observed in May.
- D & C crews spent considerable effort during May extending into June locating sanitary sewer lines, storm sewer lines and cleaning the sewers in the area of the 400 blocks of E. Rollins and E. Burkhardt. A repair to the sewer line downstream was executed.
- Installed a new fire hydrant on Route JJ in front of Riley's Mobile Home Park.
- Repaired a manhole at 604 Farror and raised a manhole cover at Patton and Chandler.
- Found a buried manhole behind 1500 N. Morley.
- Replaced two 2" water meters: one was for the interconnection at the Ambulance District for Thomas Hill Public Water Supply and one was at Walmart Store.
- Replaced leaking lead service line at 424 Promenade.
- Poured 9.5 cubic yards of concrete.

Wastewater Treatment Facility

- Treated 107.772 MGM, for a daily average of 3.591 MG.
- Transferred 1,088,590 gallons of sludge from the SBR's to the digesters.
- 5.99 inches of rain fell over a 12-day period.
- Land applied 219,410 gallons of biosolids to the land application fields at WWTP.
- Taylor CSO (outfall 002) discharged an estimated 13.078MGM on 6/5/19, 6/19/19, 6/21/19 and 6/22/19 due to rain events.

- Rollins CSO (outfall 003) discharged 6.92 MGM on 6/21/19 through 6/25/19 due to rain events.
- Seven Bridges CSO (outfall 004) discharged 7.249 MGM on 6/21/19 through 6/25/19 due to rain events.
- Holman Road CSO (outfall 005) Discharged 0.842 MGM on 6/5/19, 6/15/19 through 6/16/19, 6/19/19, 6/21/19 through 6/23/19 and on 6/28/19.
- Performed trouble shooting on the UV system and replaced UV lamps in several modules.
- Damage was found to a solar panel at Seven Bridges lift station. A report was made to Moberly Police Department and MC Power. The crew at the Street Barn built a fence along Seven Bridges to help prevent trespassing on the property.
- Received all the ordered pump parts for the pumps at the Huntsville Station, the parts were delivered to Vandevanter Engineering for machining and assembly. The pumps should be completed and installed soon.
- Installed a new seal in the Pista grit pump in the headworks building at WWTP.
- Pulled Pump #1 from Morley station due to an electrical problem in the motor, it was sent to Hauser electric for a repair estimate.

Billing and Collections

- This month, several landlords have been in to discuss challenges with tenants who skip out on water bills. Staff have been discussing ways to facilitate collection of the moneys owed to the City. When we have the suggestions ironed out, a memo and proposed changes to City Codes (if necessary) will be forwarded to the Council.
- We continue to see an increase in stopped residential meters and transponders. As these are changed out, we are submitting them for warranty coverage with limited success.

Water Plant

- Treated and pumped 28,807,708 gallons of water to town. The daily average was 960,257 gallons per day.
- Performed 3,398 lab tests on water at different stages of treatment.
- Collected and analyzed samples at 8 different locations on the lake, 2 different times to monitor and record run off into the lake.
- Collected and prepared samples for the Lakes of Missouri Volunteer Monitoring Program, 2 times, on Rothwell and Waterworks Lakes for the University of Missouri.
- Collected and shipped distribution samples for DNR compliance, to include the following- 16 Bacteriological samples, Total Organic Carbon, Disinfection By-Products, Inorganic Compounds, and Volatile Organic Compounds.
- Collected and shipped 2 sets of samples for EPA's Unregulated Contaminant Monitoring Rule #4.
- Justin Schumann, water plant operator, passed his D Water Operator Certification test.

Sugar Creek Lake Ranger

- Spread grass seed on southside of the road where the solar panels are located.
- We are experiencing erosion near the boat ramp. Contacted concrete contractors regarding the retaining wall.
- Collected camping fees of \$160

- Put the sonic head back on the algae killer and collected an algae sample for matt.

Water Quality Coordinator

- Accepted 2,185 lbs. hazardous waste into the Household Hazardous Waste Facility.
- Gave out 1,315 lbs. chemicals for re-use from Household Hazardous Waste Facility
- Took two truckloads of oil paint, batteries, antifreeze, pesticide, and herbicide from Household Hazardous Waste Facility to the hazardous waste facility in Perry, MO for recycling.
- Performed municipal good housekeeping inspections on all 14 City facilities.
- Inspected all 19 representative stormwater outfalls in Moberly.
- Analyzed outfall samples for illicit discharge detection.
- Registered for SEMA Tools of Floodplain Management class with MFSMA
- Set up Square on city phone to allow credit card transactions at the Household Hazardous Waste Facility for eWaste drop off.
- Met with DNR representative for Stormwater Department inspection.
- Met with homeowner on Cecile Lane about stormwater drainage issue with culvert. They also wanted a stormwater drainage ditch to be re-dug across their properties to improve drainage.
- Met with Cathy Harris and the Magic City Master Gardeners about plant pots.
- Contacted Stericycle and PegEx to arrange pickup of non-reusable hazardous waste.
- Cleaned and organized Household Hazardous Waste Facility.
- Managed Household Hazardous Waste Day on June 8th.
- Met with contractors across Moberly to prepare for construction inspections.
- Worked with Mary West-Calcano to sort, organize and review Stormwater Department files.
- Purchased safety equipment for Household Hazardous Waste Facility.
- Identified three stormwater outfalls for re-ditching.
- Worked with Emily Goya to advertise muriatic acid on City Facebook page, and sent 17 lbs. out for re-use.
- Took 140 lbs. scrap metal to be salvaged.

COMMUNITY DEVELOPMENT/PUBLIC WORKS MONTHLY REPORT

#13.

June 2019

A. PROJECTS

Public Work/Community Development

Fennel Building and Associated Property – Holman Construction was delayed due to their help on trucking and clean up from the flooding. We have an excavator on site and anticipate them starting work by the 10th.

Street Maintenance

Street striping – Remole Painting will be doing our stripe work this year. He will be starting with some of the athletic complex and some of the streets that have already had surface treatments, such as South Williams. The majority of his work will follow the Microsurface and Mill / Overlay work which will come later in the year.

Wet Weather and Flooding Impact on Contracting – We have bid two projects (Fisk Avenue Trail and Route M Trail, phase II Bridge) in the last 60 days and both of them received little interest from contractors and came in over the engineers estimate. The Fisk project only received one bid and it was \$5,000 over the estimate, so we could make that one work. The Route M Trail, phase II was estimated at \$85,000 and the two bids received were for \$185,000 and \$208,000, well over double the estimate. We had to reject these bids for this project. We are working with the consultant to break out the components of the job and bidding them individually where a contractor doesn't have the ability to hide mark ups in the line item unit prices. We could pick and choose what we need to make it happen and if necessary, install the bridge in-house. If MoDOT will agree with that proposal, I think this will get this project in yet this year.

The issue is that the wet weather has not allowed contractors to complete the work they had on the books early in the year, and it has greatly compressed their remaining schedules. The flooding has restricted the access to sand and driven up cost of materials, especially concrete, and to top it off, all of the damage as a result of the flooding has pushed the cleanup and repair work to the top priority and top pay. In talking with some area contractors, they can't get trucking, as groups such as the RR has all of the trucks in the area tied up paying up to \$150/hr. to get repairs done. This is nearly double normal rates.

The best time of year for bidding projects is typically January and February, contractors are past the holiday season, and have been low or out of work through the winter months and are anxious to get some jobs on the books. Given our present bidding environment, we are anticipating that the Presidential Street curb & gutter project and the Morley street sidewalk replacement project will come in very high. It is likely that we will have to reject the bids and look to rebidding them after the first of the year.

Downtown Utility Mapping - We have a scope/fee for designing improvements from Bartlett & West to look at some combination of improvements to possibly include relining up to 31 manholes, installing up to 20 elbow sewer traps to reduce or eliminate sewer gas odor downtown, build or reconstruct up to 70 planter bump-outs and construct up to 50 Pave way STS Epoxy system brick type crosswalks.

We are working with utilities to discuss how they want to move forward with these options as well as potential water line replacement work. This all has to tie together with the proposed

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paving of side-streets and what items we want to try and include in the next round of CDBG infrastructure funding

#13.

Mixed Glass Recycling Grant – this grant is still pending final approval, but if we can get the permitting worked out with Advanced Disposal and DNR, we will get the funds. We have MEC working to try and get the transfer station permit modified to site the glass bunker. With the changeover of Advanced being purchase by Waste Management, it could greatly delay approvals like this. We are waiting on a response from Dan Buckley, area manager. There are basically two ways the modification could go. If it's the cheaper method, we will pay for in house, if the more expensive, we will have to go back and see if we can get that added into the grant.

Solar Proposal – The City Hall roof was the last location to be completed. They were finishing up on July 10th. We had some damage to the interior as the result of heavy winds and rain during the install. They have repaired much of the damage, but we are going to use a credit from them on damaged ceiling tiles and other repairs remaining to replace all of the ceiling tiles as they are discolored from age. We have also completed a punch list for them to address. MC Power and JR Roofing has been good to work with. I have been assured that all of the systems will be approved, turned on and operational before the end of July.

Demolition Grant – The grant for the demolition of 65 houses in town has been submitted. We expect a response as to awards in late August/early Sept. Based on the preliminary scoring, we meet all the objectives. Our administrators (MTCOG) are highly optimistic of its success.

Route M Phase II – This is the pedestrian bridge, radar speed signs and LED strobe lights for the cross walks. This is out for bid at this time. Bids are due June 27th, so we hope to have all the work completed well in advance of school starting in Aug. This will be a commercial quality wooden pedestrian bridge that will be an attractive, functional piece, and the radar speed signs should make a significant impact on traffic speeds through the crosswalk area.

Fisk Avenue RTP - This project has been awarded to Holman Excavating and we held a pre-constructing meeting early in July. The notice to proceed was issued with the contractor be begin work on July 15th. This will construct a new trail/sidewalk along Fisk from Park Ave. to water works lake spillway. The construction period is 60 days.

Presidential Streets Block Grant – the final plans are being reviewed by CDBG, one authorized we plan to bid soon. This project has an extensive amount of new storm sewer as Harrison Street does not currently have curb and gutter. We expect this job to be at or over our funding limit due to the current situation.

Housing Study – We have a conference call pending with Rich Caplan on July 12th to discuss multi-family residential development planning. I had recently made contact with some developers that have constructed apartment in Moberly in the past and they are interested in looking at doing more. They have been on vacation through the 14th, but I anticipate starting discussions with them soon after. They have completed two successful multi-family development in Moberly in the past, so it looks promising.

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

- Manage all City of Moberly social media accounts
- Continued collecting easements for Morley St. and Fisk Ave. sidewalk projects
- Created press releases and dispersed them to media outlets
- Coordination of DNR permits to allow for the City to store glass at the transfer station
- Worked with a private citizen to begin coordinating a community clean up group/program and advertised for community cleanup/city job openings

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- Ordered safety vest for community cleanup program
- Continued working with Downtown Moberly and Chamber of Commerce to plan 2019 Junk Junktion and Big Bam
- Solicited Big Bam sponsorship and the event
- Traveled to Laurel, Mississippi to gather information regarding their downtown revitalization
- Attended bi-weekly City Council meetings.
- Worked with Chamber of Commerce to create a banner program for Moberly.
- Worked with Public Utilities Department to discuss water and sewer rates
- Began working on the Airport Bash and applied for a fly-over and military salute
- Collected information regarding trash containers corrections and additions and forwarded to Advanced Disposal
- Attended BCBH Coalition Meeting at Randolph Co. Health Dept. and participating
- Participating in Building Communities for Better Health data collection coalition
- Worked on EPA grant
- Planned and Attend Tons of Trucks event.
- Attended Main St. Moberly monthly meeting.
- Attended ribbon cutting at Candy Cane and Depot District.
- Participated in transportation needs meeting at Randolph County Caring Communities.

Cemetery Department

We have hired a new employee in the street department that a portion of their duties will be to oversee the burial and maintenance of the graves for the cemetery. Austin Cundiff is young, but responsible and motivated. He had been picking the tasks up very well and he is a well-mannered, well-spoken representative for the City. We had split the tasks up using a part-time retired prison guard, Alec Hayes, to oversee the mowing using the inmate crew, but that has been difficult for us recently. The prison sends all of the crews to assist SEMA in flood clean up, so we have been without inmates for much of the last couple of months. We have been having to utilize our seasonal help that we normally would be using to assist with cutting brush in alleys, ditching, crack sealing, etc. to cover the mowing of the cemetery. I spoke to the warden on July 9th, and he thought we would have the inmates back on the 10th for the remainder of the year, barring any more disaster relief situations.

There were zero (0) grave lots sold; three (3) graves opened; and seven (7) monument permits sold during the month of June.

B. Planning & Zoning Commission

The Planning and Zoning Commission for the City of Moberly will meet in session on **Monday, June 24, 2019 at 6:00 p.m.** in the Council Chambers of City Hall to conduct a public hearing on the following items at that time:

1. An application submitted by Sean R. Miller for a zoning change from an M-1 (Industrial District) to an R-3 (Multifamily Dwell District) located at 1651 and 1663 North Buchanan. Both properties are currently zoned an M-1 (Industrial District).

C. Code Enforcement

Occupancy Inspection – The landlords are becoming more aware of the requirement and are starting to have the most pressing issues addressed when staff shows up. The majority of houses still are not passing the initial inspection, but word of mouth among the landlords has greatly reduced the list of items that are failing the properties. It won't be long, and they will likely be caught up on where they need to be.

Airport

We recently had an inspection from MoDOT, and overall had a good report. There were a couple of areas that cattails were creeping into our drainage channels and they attract birds, which are not a good mix with airports. Crews have been working to get them removed. We also had some vehicles, equipment and materials around private hangars that need to be addressed. I am waiting for the formal report back and I will address these issues with the owners when I can send a copy of the report along with the notice to clean up/abate the issues.

As you know, we resolved the lawsuit with Alan Leonard and since that time we have executed a lease with Roy Miller who is constructing a new hangar back on the pad site. He will house a few more airplanes on-site which should lead to additional fuel sales. We continue to have requests for more aircraft storage space, both small and large. Once we get the main runway rebuilt, we will be looking at funding opportunities for more aircraft storage.

Misc.

Wendy's and KFC - have formally submitted the lot split as of July 9th, and we have plans on file for both facilities. When they might start is still unknown, but this will have put everything in place for them to acquire their building permit to start.

Toastmaster property – the contractor got all of the asbestos removed satisfactorily, and has the structure down. They are working on scraping the metal and removing debris to end up with an open concrete slab. In meeting with the owner, David Kinder, he wishes to retain the West concrete block wall as a fence/barrier. It is structurally solid and he has agreed to close in the windows, paint and reinforce it as well as cap the top edge, if necessary. It is a good buffer from the RR and if painted uniformly, will blend in well.

Woodland Hospital – all of the asbestos has been abated, fill and top soil has been hauled in. Holman anticipates starting the demolition of the structure in the next 30 days. All of the structures will be removed off of the lot prior to them starting the multi-family development.

Junior High – The roof of the main building has gotten worse and several more windows were broken out. We have been in contact with the owner to have them looking into repairs to the roof and closing up the windows. Additionally, they are completing the survey to transfer the West side of the property to the Parks department, in exchange for the demolition funding of the Gym

Month of June: Rick

- Tagged 21 houses for vegetation notices, with 7 yards turned in for abatement.
- Violation notice sent to 408 Patton for nuisance violation.
- Contacted M&M Trucking on grading 317 Johnson from demolition.
- 505 Johnson was demolished, still needs grading.
- Met with Russ McCoy and David Allen on resolving screening and boundary dispute at 1637 N. Buchanan.
- Attended Planning & Zoning June meeting on zoning change
- Completed solar panels inspections on City facilities.
- Remainder of month was issuing permits, answering phones, code violations, commercial occupancy permits and maintenance issues.

Month of June: Karen

- 116 occupancy inspections, reinspection's, violation notices in the form of letters, door tags or verbal contacts were issued.
- Began our 3rd month doing occupancy inspections since the Fire dept handed over inspections. Most of which has gone smoothly however we begun to fail most properties due to higher standards of property maintenance.
- Respond to citizen complaints, returned phone calls and followed thru with compliance checks.
- Did more inspections and reinspection's this month as the last two before
- Attended safety committee and plan review meeting as they were scheduled. Began to set up caters for the October Health Fair.
- One item that keeps coming up is "open ground" in most cases this when you test a 3-prong outlet and it shows open ground one only fixes are to return to a 2-prong outlet or set a GFCI either at the outlet or with a circuit breaker in the box.

Month of June: Aaron

- During the month of June, I continued serving the community through performing inspections of new construction and remodels. In June I visited with several property owners about site plans, planning use for specific property, and visiting with downtown businesses about updates to their buildings. The majority of these meetings were preliminary and not ready to matriculate to actual applications. I also fielded several calls with regards to medical marijuana dispensaries and manufacturing locations.
- A greater part of the month was spent driving both 3rd and 4th ward for grass and other code compliance issues. Noting several properties that will be addressed if they are not cleared up by July. Open cases have been reviewed and some compliance achieved. There are still others that have made some progress and others that have been sent to the attorney for cases in the courts. Several more downtown buildings that have not acted on the initial notices sent over the past year were sent violation notices and progress will be monitored.

City of Moberly - Street Department					
Jun-19					
<i>MAINTENANCE FACILITY</i>					
	Hours	O/T	Loads	Tons	Cost
Compost Mixing	2	0	0	0	\$0.00
Load Compost, Millings, & Mulch	16	0	74	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
<i>ROADS & ALLEYWAYS</i>					
	Hours	O/T	Loads	Tons	Cost
Alleys, Grade & Rock	22	0	0	2	\$0.00
Catch Basin Maintenance	88	0	3	6	\$0.00
Crack Sealing	0	0	0	0	\$0.00
Culvert Flushing	0	0	0	0	\$0.00
Culvert Installation	50	0	0	8	\$0.00
Curb Repair	0	0	0	0	\$0.00
Ditch Maintenance	15	0	1	0	\$0.00
Ice & Snow Removal	0	0	0	0	\$0.00
Milling	0	0	0	0	\$0.00

Mowing, Right-Of-Ways	71	0	0	0	\$0.00
Rock Loaded/Hauled	10	0	0	0	\$0.00
Street Repair & Maintenance	159	0	6.5	0	\$0.00
Street Sign Maintenance	40	0	0	0	\$0.00
Street Sweeper Operation	42	0	32.5	0	\$0.00
Street Sweepings Hauled To Disposal	0	0	0	0	\$0.00
Weedeating & Brush Removal, Alleys	174	0	29	0	\$0.00
Weedeating & Brush Removal, Streets	180	0	0	0	\$0.00
Weedkiller Application, Alleys	38	0	3	0	\$0.00
Weedkiller Application, Streets	24	0	0	0	\$0.00
MISCELLANEOUS					
	Hours	O/T	Loads	Tons	Cost
Inmate Labor	327	0	0	0	\$0.00
Mowing, City Lots	68.5	0	0	0	\$0.00
Outer Road Fill Dump Site Grading	24	0	0	0	\$0.00
Sidewalk Maintenance	63	0	0	0	\$0.00
Trash Removal & Clean-Up, Downtown	34	0	86	0	\$0.00
Trash Removal & Clean-Up, All Wards	0	0	0	0	\$0.00
FACILITIES & EQUIPMENT MAINTENANCE					
	Hours	O/T	Loads	Tons	Cost
Airport Maintenance	27	0	0	0	\$0.00
Building Maintenance	12	0	0	0	\$0.00
Cemetery Maintenance	311	0	0	0	\$0.00
Grounds Maintenance	25	0	0	0	\$0.00
Landfill Maintenance	12	0	0	0	\$0.00
Maintenance Facility Maintenance	20	0	0	0	\$0.00
Wash Trucks & Equipment	0	0	0	0	\$0.00
MATERIALS PURCHASED					
	Loads	Tons	Cubic Yards	Gallons	Cost
Asphalt	0	0	0	0	\$0.00
Road Marking Paint, White	0	0	0	0	\$0.00
Road Marking Paint, Yellow	0	0	0	0	\$0.00
Salt	0	0	0	0	\$0.00
Sand	0	0	0	0	\$0.00
MECHANIC WORK PERFORMED					
	Units	Hours			
Routine Service	19	47.5			
Maintenance And Repair	33	96			
sweeper water used 3015 gallons					

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

General Information

June is typically a crazy month in the Finance Department, and this year was no exception. With getting the budget finalized, the final rounds of bills paid for the year, and determination of the current year budget amendment, we all stay very busy, but we pull together and push a little harder to get it all accomplished.

In addition to these routine items, we added reviewing proposals for financial auditing services to the list. The RFP (Request For Proposal) was presented to 29 firms, and we received 5 proposals, a 17% return rate, which seems to be about the norm for any type of information request. Those proposals were reviewed and evaluated by a team of City staff and the low bid was submitted by Williams Keepers, LLC. A tabulation of those bids and a recommendation of entering into an agreement with Williams Keepers for auditing services will be coming to you in July.

Brian, Matt, and I met with our health trust fund administrators in late June to review the health trust. We had a great discussion with them and they presented some interesting information regarding the investment of idle funds. We will work with them over the coming months to further investigate these ideas and will bring that information to you if we are able to foster anything credible.

Sales Tax Revenues

Included for your information are charts illustrating the sales tax revenues. General Fund sales tax receipts were behind last year by 17.3% and the other regular sales taxes were also behind last year by 16.5%. This is a one-month blip, and they should all recover as the new fiscal year progresses. The use tax receipts are ahead of last year by 8.3%.

Health Trust Fund

Health claims continue to creep upward. June claims were approximately \$85,000 (\$50,000 is normal) and pharmaceuticals were down substantially at approximately \$17,000. Overall, claims continue to run well below normal but as you can see this is beginning to change. I will continue to monitor this fund and keep you apprised of any developments.

Health Trust Fund Balance

	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019
July	\$572,920.76	\$845,859.67	\$868,756.32	\$953,912.59	\$959,446.10	\$789,647.32	\$600,499.65
August	\$541,019.56	\$844,809.45	\$874,161.89	\$950,828.33	\$978,085.80	\$800,479.76	\$558,026.39
September	\$540,464.92	\$772,680.01	\$974,093.54	\$1,000,905.00	\$974,427.10	\$684,692.43	\$519,407.60
October	\$476,455.25	\$924,366.04	\$946,611.09	\$1,008,278.61	\$990,003.69	\$665,224.98	\$533,065.43
November	\$620,283.48	\$916,526.48	\$983,197.01	\$1,000,000.00	\$1,000,000.00	\$689,931.75	\$521,176.81
December	\$623,821.35	\$921,527.48	\$999,278.76	\$1,002,488.15	\$867,421.94	\$524,297.94	\$521,228.06
January	\$684,929.32	\$949,084.37	\$1,000,000.00	\$997,205.10	\$888,519.67	\$590,612.39	\$549,457.98
February	\$721,917.99	\$901,141.11	\$996,307.51	\$1,001,764.14	\$815,725.20	\$712,106.49	\$559,700.67
March	\$760,927.81	\$1,001,141.14	\$1,000,000.00	\$980,176.79	\$762,230.98	\$587,567.48	\$578,509.63
April	\$778,201.56	\$928,865.80	\$880,223.00	\$968,681.17	\$710,720.45	\$640,541.51	\$599,662.04
May	\$776,875.90	\$924,669.38	\$899,497.24	\$1,000,000.00	\$762,796.66	\$608,960.67	\$543,627.95
June	\$814,915.08	\$989,424.83	\$911,402.69	\$1,000,000.00	\$807,724.83	\$569,163.71	\$512,223.04

Feel free to contact me with any questions or concerns.

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



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

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

June 2019

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

Gregory L. Hodge, City Treasurer

City of Moberly Cash Balance Report - June 2019

#13.

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
100	General	1,850,866.15	519,420.74	140,995.08	811,835.54	25,000.00	1,674,446.43
102	Non-Resident Lodging Tax	163,197.29	10,397.22		3,053.30		170,541.21
105	Payroll	542,269.22	812.58		12,947.00		530,134.80
110	Solid Waste	728,285.72	90,618.02		80,416.43		738,487.31
114	Heritage Hills Golf Course	0.00		354.93	354.93		0.00
115	Parks and Recreation	17,518.66	75,681.79	334,199.07	409,735.42		17,664.10
116	Park Sales Tax	914,759.31	106,350.93		0.00	334,554.00	686,556.24
120	Airport	(5,256.69)	19,311.10	25,000.00	31,868.05		7,186.36
125	Perpetual Care Cemetery Sales	24,286.23	0.00		24,000.00		286.23
126	Perpetual Care Cemetery Investment	455,277.52	24,717.56		5,995.08		474,000.00
137	Use Tax Trust	245,466.63	366.53				245,833.16
140	Veterans Memorial Flag Project	40,651.26	510.12		1,073.80		40,087.58
141	Community Betterment	490.18	0.00				490.18
300	Utilities Collection	2,614.11	437,564.23	33,521.34	7,133.58	464,125.03	2,441.07
301	Utilities Operation and Maintenance	62,709.21	0.00	380,250.55	382,285.00		60,674.76
302	Utilities Replacement	661,956.17	0.00	3,000.00	0.00		664,956.17
303	Utilities Operating Reserve	593,361.94	2,272.90	0.00	27,060.60	33,521.34	535,052.90
306	Utilities Consumer Security	197,372.76	9,511.81		4,867.94		202,016.63
307	Sugar Creek Lake Fund	55,328.45	264.39				55,592.84
377	2004B SRF Bonds Debt Service	992,833.06	1,485.53	43,835.73	37,772.93		1,000,381.39
378	2006A SRF Bonds Debt Service	1,411,497.29	2,111.94	37,038.75	27,059.52		1,423,588.46
379	2004C Bond Debt Service	35,326.98	52.36	29,496.25	25,674.88		39,200.71
380	2008A Bonds Debt Service	13,590.78	19.39	15,301.02	0.00		28,911.19
Escrow		999,079.88					999,079.88
Total CWWSS (funds 300-380)		5,025,670.63	453,282.55	542,443.64	511,854.45	497,646.37	5,011,896.00
304	Capital Improvement Trust	1,098,721.00	106,600.26		0.00	133,208.63	1,072,112.63
400	911 Emergency Telephone	333,471.04	10,569.52		127,857.25		216,173.29

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City of Moberly Cash Balance Report - June 2019

#13.

Fund #	Fund Name	Beginning Cash Balance	Revenues	Transfers In	Expenditures	Transfers Out	Ending Cash Balance
406	Inmate Security Fund	12,483.96	88.89				12,572.85
408	Police Forfeiture Fund	4,320.59					4,320.59
600	Transportation Trust	1,654,425.45	143,251.32		364,916.69		1,432,760.08
601	Street Improvement	456,208.61	31,895.70		17,549.73		470,554.58
900	MODAG Grant/Loan	21,503.99	32.97				21,536.96
901	Misc. Project Residuals	47,079.37	69.82				47,149.19
905	ICSC/Buxton Scholarship	7,134.73	11.64		598.65		6,547.72
908	Railcar Preservation Fund	580.48	0.00				580.48
909	Lucille Manor CDBG Reimbursement	180,252.86	2,171.67				182,424.53
911	Downtown CID Sales Tax	(6,443.90)	4,168.65		3,172.50		(5,447.75)
912	Downtown CID Property Tax	134,282.21	201.69		39,751.33		94,732.57
995	Health Trust	143,627.95	266,435.07		197,839.98		212,223.04
995	Investments	400,000.00			100,000.00		300,000.00
Total Health Trust		543,627.95	266,435.07	0.00	297,839.98	0.00	512,223.04
Total Cash		14,491,130.45	1,866,966.34	1,042,992.72	2,744,820.13	990,409.00	13,665,860.38
Less Escrow Accounts		(999,079.88)					(999,079.88)
Less Investments		(400,000.00)			(100,000.00)		(300,000.00)
Less Petty Cash		(2,950.00)					(2,950.00)
Net Cash per Bank Cash Report		13,089,100.57	1,866,966.34	1,042,992.72	2,644,820.13	990,409.00	12,363,830.50

City of Moberly Budget Comparison Report - June 2019

#13.

Fund #	Fund Name	Percentage of Year Completed								100.00%
		Revenues				Expenditures				
		Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
100	General	649,552.06	7,670,578.55	8,174,043.26	93.84%	833,466.53	7,926,511.90	8,174,043.26	96.97%	
102	Non-Resident Lodging Tax	10,397.22	104,886.12	116,750.00	89.84%	3,053.30	109,249.26	116,750.00	93.58%	
105	Payroll	812.58	6,611.42	0.00	0.00%	14,560.26	28,794.51	0.00	0.00%	
110	Solid Waste	90,618.02	868,886.34	806,056.16	107.79%	80,009.12	810,895.72	1,147,313.57	70.68%	
114	Heritage Hills Golf Course	354.93	49,250.11	0.00	0.00%	354.93	49,250.11	0.00	0.00%	
115	Parks and Recreation	409,555.86	1,913,743.98	1,834,505.24	104.32%	409,555.86	1,913,743.98	1,834,505.24	104.32%	
116	Park Sales Tax	106,350.93	1,244,239.99	1,262,500.00	98.55%	334,554.00	1,608,001.03	1,501,650.14	107.08%	
120	Airport	44,311.10	277,711.03	556,215.11	49.93%	31,682.35	280,097.87	556,215.11	50.36%	
125	Perpetual Care Cemetery Sales	0.00	22,925.00	10,000.00	229.25%	24,000.00	24,000.00	10,000.00	240.00%	
126	Perpetual Care Cemetery Investment	24,717.56	29,995.08	14,000.00	214.25%	5,995.08	5,995.08	4,000.00	149.88%	
137	Use Tax Trust	366.53	3,126.04	0.00	0.00%	0.00	0.00	0.00	0.00%	
140	Veterans Memorial Flag Project	510.12	9,648.20	3,300.00	292.37%	1,073.80	7,372.20	1,500.00	491.48%	
141	Community Betterment	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
300	Utilities Collection	469,077.49	5,404,727.56	5,543,356.85	97.50%	466,257.61	5,384,648.31	5,543,356.85	97.14%	
301	Utilities Operation and Maintenance	380,250.55	3,871,838.61	4,097,255.23	94.50%	380,250.55	3,880,520.03	4,097,255.23	94.71%	
302	Utilities Replacement	3,000.00	36,000.00	36,000.00	100.00%	0.00	0.00	0.00	0.00%	
303	Utilities Operating Reserve	2,272.90	545,184.43	436,807.87	124.81%	60,581.94	536,134.56	596,422.23	89.89%	
304	Capital Improvement Trust	106,600.26	1,204,536.83	1,211,000.00	99.47%	133,208.63	1,170,704.42	1,664,340.46	70.34%	
306	Utilities Consumer Security	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
307	Sugar Creek Lake Fund	264.39	2,273.15	1,000.00	227.32%	0.00	0.00	0.00	0.00%	
377	2004B SRF Bonds Debt Service	45,321.26	538,373.26	534,028.75	100.81%	37,772.93	467,445.22	479,662.50	97.45%	
378	2006A SRF Bonds Debt Service	39,150.69	461,821.90	454,265.00	101.66%	27,059.52	339,763.94	404,150.00	84.07%	
379	2004C Bond Debt Service	29,548.61	354,251.04	357,455.00	99.10%	25,674.88	322,589.04	323,050.00	99.86%	
380	2008A Bonds Debt Service	15,320.41	183,827.00	185,412.25	99.15%	0.00	158,719.77	167,692.95	94.65%	
400	911 Emergency Telephone	10,569.52	208,925.12	208,000.00	100.44%	127,857.25	230,846.67	248,195.30	93.01%	
406	Inmate Security Fund	88.89	1,153.43	1,300.00	88.73%	0.00	0.00	0.00	0.00%	
408	Police Forfeiture Fund	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%	
600	Transportation Trust	143,251.32	1,453,665.57	3,171,000.00	45.84%	364,916.69	1,344,550.67	3,248,389.5	89%	

City of Moberly Budget Comparison Report - June 2019

#13.

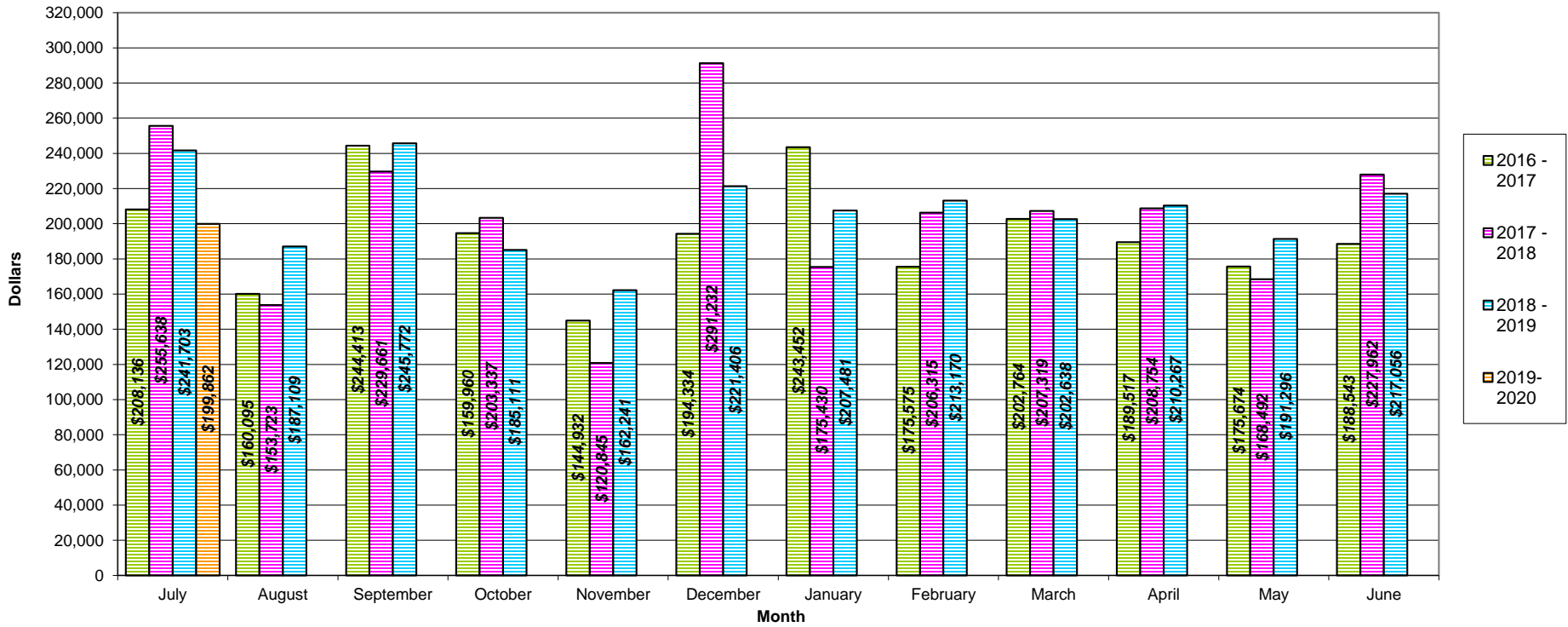
		Percentage of Year Completed								100.00%
		Revenues				Expenditures				
Fund #	Fund Name	Month	Year to Date	Total Budget	% of Budget	Month	Year to Date	Total Budget	% of Budget	
601	Street Improvement	31,895.70	425,544.90	389,000.00	109.39%	17,452.77	362,676.92	307,125.00	118.09%	
900	MODAG Grant/Loan	32.97	284.76	0.00	0.00%	0.00	0.00	0.00	0.00%	
901	Misc. Project Residuals	69.82	599.60	0.00	0.00%	0.00	0.00	0.00	0.00%	
905	ICSC/Buxton Scholarship	11.64	5,046.35	0.00	0.00%	598.65	2,473.35	0.00	0.00%	
908	Railcar Preservation Fund	0.00	151.41	0.00	0.00%	0.00	0.00	0.00	0.00%	
909	Lucille Manor CDBG Reimbursement	2,171.67	24,865.65	24,325.20	102.22%	0.00	0.00	0.00	0.00%	
911	Downtown CID Sales Tax	4,168.65	62,398.68	395,050.00	15.80%	3,172.50	91,574.10	377,260.00	24.27%	
912	Downtown CID Property Tax	201.69	169,255.40	0.00	0.00%	39,751.33	74,522.83	0.00	0.00%	
995	Health Trust	110,116.78	1,328,908.13	0.00	0.00%	141,521.69	1,385,848.80	0.00	0.00%	
TOTALS		2,730,932.12	28,485,234.64	29,822,625.92	95.52%	3,564,382.17	28,516,930.29	30,802,877.39	92.58%	

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

#13.

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

Annual Comparison by Month

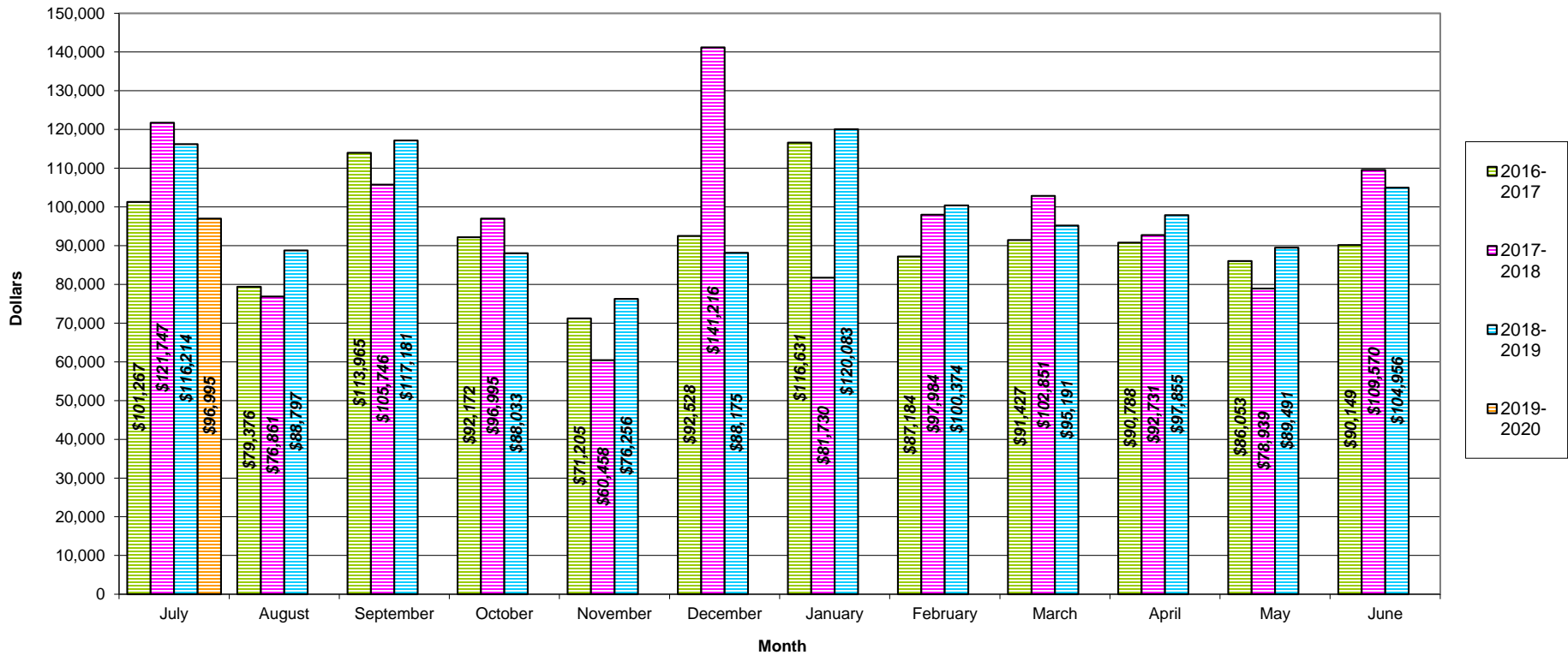


**City of Moberly
One-Half Percent (1/2%) Parks Fund Sales Tax Analysis**

#13.

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

Annual Comparison by Month

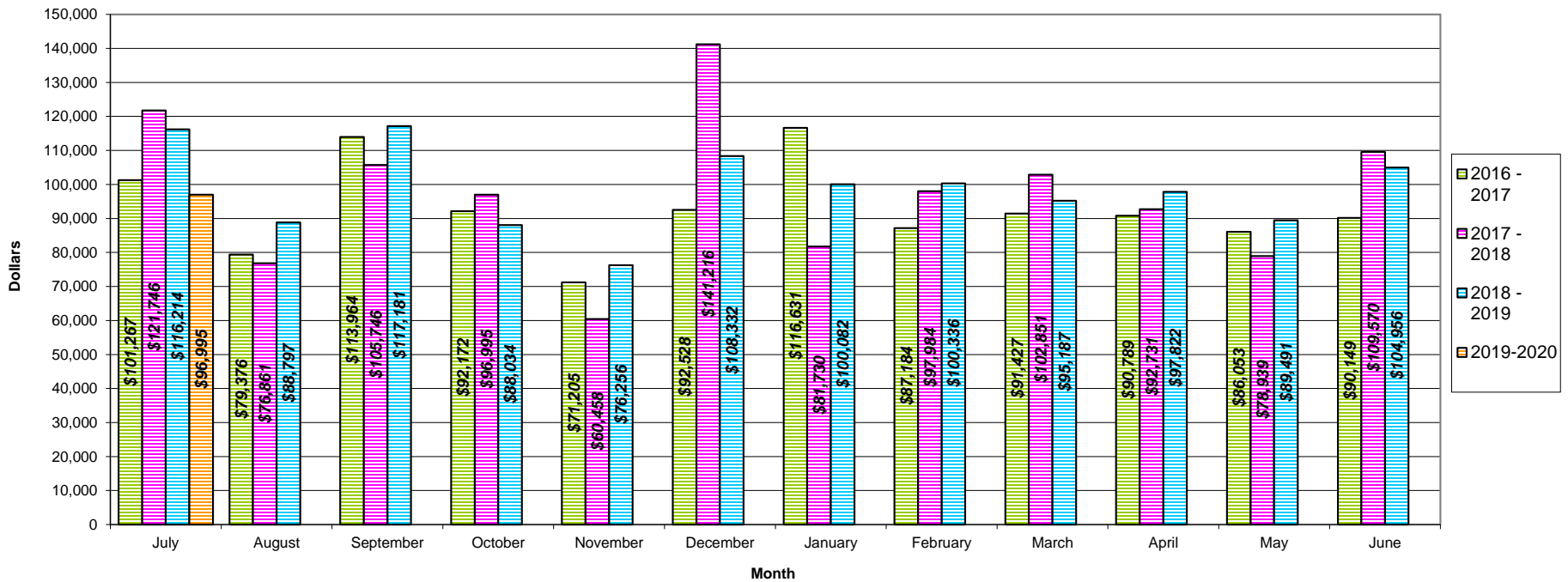


**City of Moberly
One-Half Percent (1/2%) Capital Improvement Fund Sales Tax Analysis**

#13.

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

Annual Comparison by Month

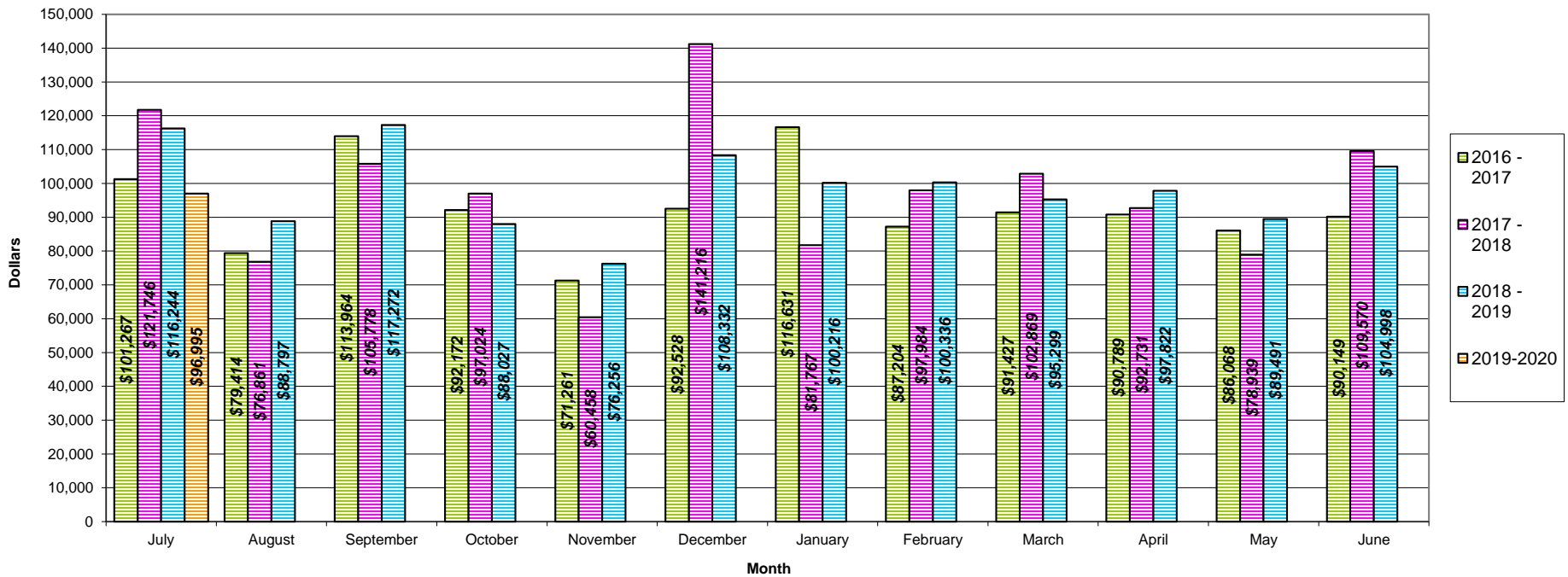


**City of Moberly
One-Half Percent (1/2%) Transportation Trust Fund Sales Tax Analysis**

#13.

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

Annual Comparison by Month

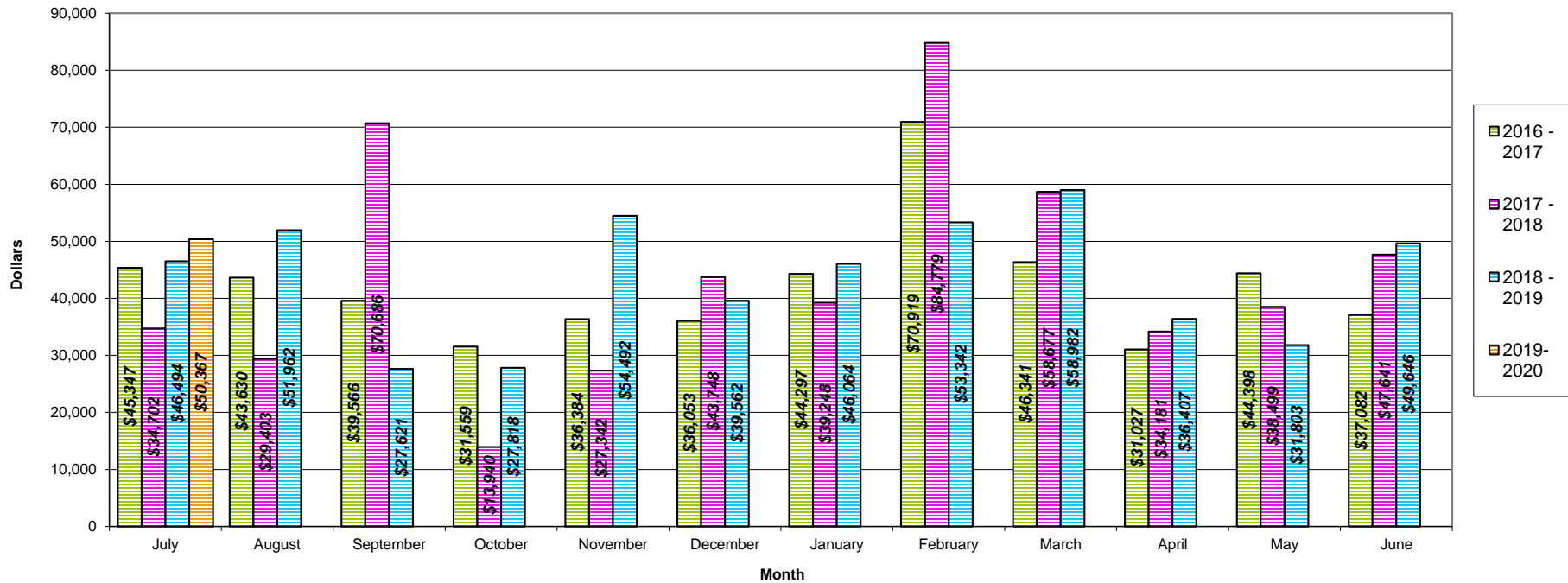


**City of Moberly
Two & One-Half Percent (2-1/2%) Use Tax Analysis**

#13.

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

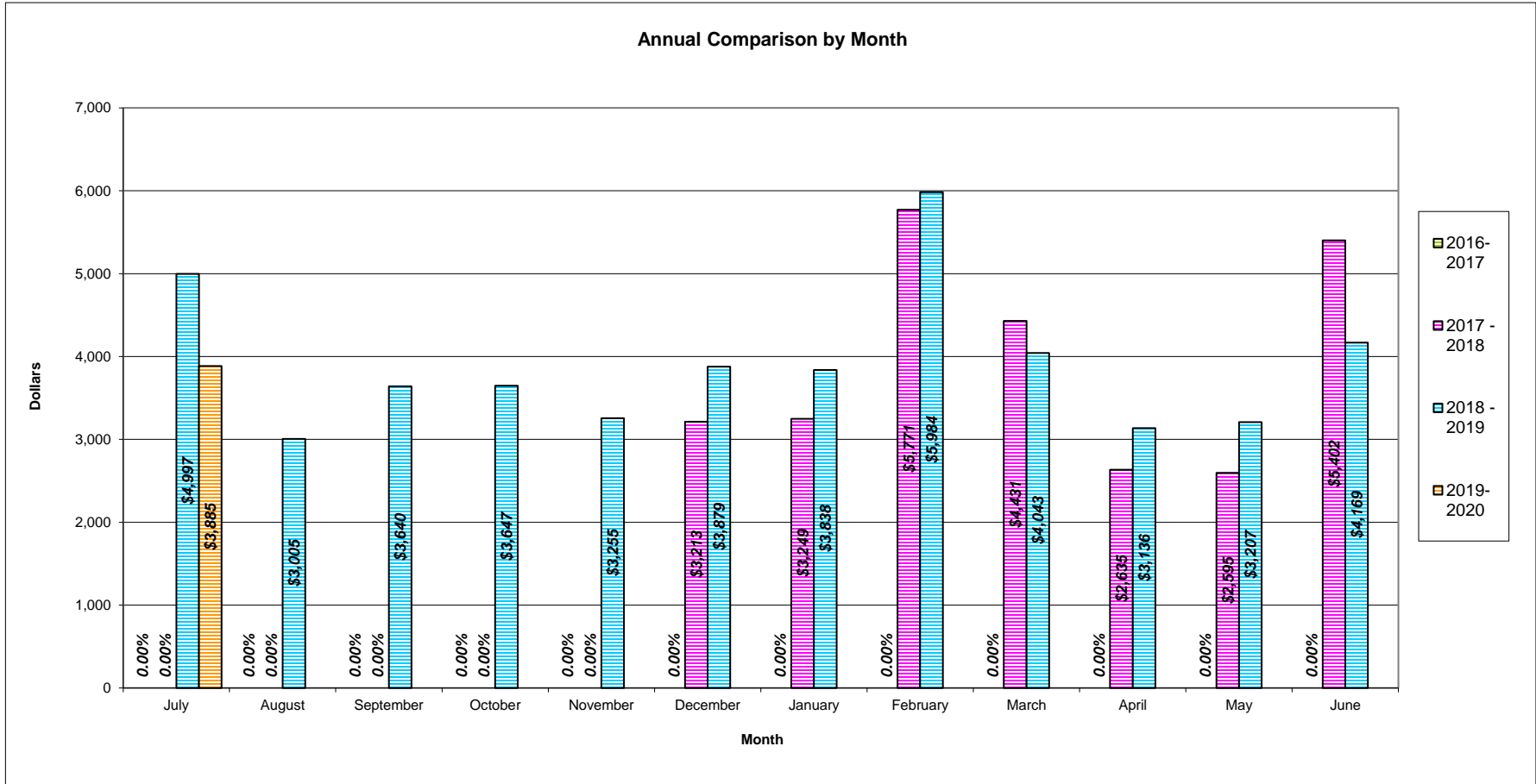
Annual Comparison by Month



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

#13.

	2016-2017				2017 - 2018				2018 - 2019				2019-2020			
			Prior year comparison				Prior year comparison				Prior year comparison				Prior year comparison	
	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change	% of total	Amount	Monthly Change	YTD Change
July	NA	NA	NA	NA	NA	NA	NA	NA	10.68%	\$4,997	NA	NA	100.00%	\$3,885	-22.25%	-22.25%
August	NA	NA	NA	NA	NA	NA	NA	NA	6.42%	\$3,005	NA	NA	0.00%			
September	NA	NA	NA	NA	NA	NA	NA	NA	7.78%	\$3,640	NA	NA	0.00%			
October	NA	NA	NA	NA	NA	NA	NA	NA	7.79%	\$3,647	NA	NA	0.00%			
November	NA	NA	NA	NA	NA	NA	NA	NA	6.96%	\$3,255	NA	NA	0.00%			
December	NA	NA	NA	NA	11.77%	\$3,213	NA	NA	8.29%	\$3,879	20.72%	20.72%	0.00%			
January	NA	NA	NA	NA	11.90%	\$3,249	NA	NA	8.20%	\$3,838	18.14%	19.42%	0.00%			
February	NA	NA	NA	NA	21.14%	\$5,771	NA	NA	12.79%	\$5,984	3.69%	12.00%	0.00%			
March	NA	NA	NA	NA	16.23%	\$4,431	NA	NA	8.64%	\$4,043	-8.74%	6.48%	0.00%			
April	NA	NA	NA	NA	9.65%	\$2,635	NA	NA	6.70%	\$3,136	19.03%	8.20%	0.00%			
May	NA	NA	NA	NA	9.51%	\$2,595	NA	NA	6.85%	\$3,207	23.58%	10.02%	0.00%			
June	NA	NA	NA	NA	19.79%	\$5,402	NA	NA	8.91%	\$4,169	-22.83%	3.52%	0.00%			
Total					100.00%	\$27,296			100.00%	\$46,801			100.00%	\$3,885		



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

#13.

<u>Income</u>	<u>July 2018-June 2019</u>	<u>July 2017-June 2018</u>	<u>\$ Change</u>	<u>% Change</u>
4900 Miscellaneous	362.60	14,220.72	(13,858.12)	-97.45%
4901 Interest Income	12,324.20	10,874.42	1,449.78	13.33%
4950 Employer Contributions	1,104,972.37	1,144,932.83	(39,960.46)	-3.49%
4951 Employee Contributions	211,248.96	188,868.33	22,380.63	11.85%
4952 Employee Cobra Payments	0.00	2,315.42	(2,315.42)	-100.00%
4953 Reinsurance Refunds	<u>0.00</u>	<u>379,570.13</u>	<u>(379,570.13)</u>	<u>-100.00%</u>
Total Income	1,328,908.13	1,740,781.85	(411,873.72)	-23.66%
 <u>Expenditures</u>				
5415 Other Professional Services	2,020.00	2,220.00	(200.00)	-9.01%
5806 Miscellaneous	430.00	5,986.34	(5,556.34)	-92.82%
5817 Bank Fees	1,559.26	1,965.14	(405.88)	-20.65%
5850 Health Claims Paid	686,681.28	1,342,318.63	(655,637.35)	-48.84%
5851 Pharmaceuticals	278,892.96	245,196.23	33,696.73	13.74%
5852 Reinsurance Premiums	283,301.38	297,207.34	(13,905.96)	-4.68%
5853 Life Insurance Premiums	32,375.25	31,750.85	624.40	1.97%
5854 Medical Claims Admin Fees	17,642.72	22,670.73	(5,028.01)	-22.18%
5855 Dental Claims Admin Fees	8,463.03	4,577.50	3,885.53	84.88%
5856 PPO Network Admin Fees	0.00	6,800.00	(6,800.00)	-100.00%
5857 Dental Claims Paid	<u>74,482.92</u>	<u>19,689.63</u>	<u>54,793.29</u>	<u>278.29%</u>
Total Expenditures	<u>1,385,848.80</u>	<u>1,980,382.39</u>	<u>(594,533.59)</u>	<u>-30.02%</u>
 Net Income (Loss)	 <u>(56,940.67)</u>	 <u>(239,600.54)</u>	 <u>182,659.87</u>	 <u>-76.24%</u>

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

<u>ASSETS</u>	<u>June 30, 2019</u>	<u>June 30, 2018</u>	<u>\$ Change</u>	<u>% Change</u>
Current Assets				
1000 Cash	<u>212,223.04</u>	<u>169,163.71</u>	<u>43,059.33</u>	<u>25.45%</u>
Total Current Assets	<u>212,223.04</u>	<u>169,163.71</u>	<u>43,059.33</u>	<u>25.45%</u>
Other Assets				
1300 Investments	<u>300,000.00</u>	<u>400,000.00</u>	<u>(100,000.00)</u>	<u>-25.00%</u>
Total Other Assets	<u>300,000.00</u>	<u>400,000.00</u>	<u>(100,000.00)</u>	<u>-25.00%</u>
TOTAL ASSETS	<u>512,223.04</u>	<u>569,163.71</u>	<u>(56,940.67)</u>	<u>-10.00%</u>
 <u>LIABILITIES & EQUITY</u>				
Equity				
3000 Unreserved Fund Balance	<u>569,163.71</u>	<u>808,764.25</u>	<u>(239,600.54)</u>	<u>-29.63%</u>
Net Income (Loss)	<u>(56,940.67)</u>	<u>(239,600.54)</u>	<u>182,659.87</u>	<u>-76.24%</u>
Total Equity	<u>512,223.04</u>	<u>569,163.71</u>	<u>(56,940.67)</u>	<u>-10.00%</u>
TOTAL LIABILITIES & EQUITY	<u>512,223.04</u>	<u>569,163.71</u>	<u>(56,940.67)</u>	<u>-10.00%</u>

City of Moberly
Health Trust Contribution Calculation
June 2019

Health Trust Fund target balance	1,000,000.00
Less invested funds	(300,000.00)
Adjusted Health Trust Fund target balance	700,000.00
Health Trust Fund cash balance @ 6/30/19	121,612.26
Amount needed to return balance to adjusted target balance	578,387.74
Standard City contribution calculated on employee insurance census report	97,658.93
Over budget adjustment amount (if necessary)	(7,048.15)
City contribution amount	90,610.78

(the lesser of the amount needed to return the fund balance to the adjusted target balance or the standard City contribution)

Budget Comparison	
Total 2018-2019 budgeted health insurance cost	\$ 1,087,764.50
Total YTD health insurance contributions	\$ 1,087,764.50
Total YTD budgeted health insurance expense	\$ 1,087,764.50
% of 2018-2019 budget expended	100.00%
% of fiscal year passed	100.00%
Amount under (over) budget YTD	\$ -
Percentage under (over) budget YTD	0.00%

MAEDC Economic Development Report

June 16, 2019 – July 13, 2019

MAEDC Activity Highlights

- Coordinated with Missouri Partnership about the Project Emerald site visit. Site Consultant had many specific requests to accommodate. Scheduled meetings for him.
- Spoke to Bulk Industrial about assistance with the Brown Manufacturing building, building was already completely leased.
- Followed up with KFC franchisee about Moberly project
- Spoke to the Accountant representing Brasch Trust. Gave him information about our services and how we can assist with the transfer of the building. Spoke to him about realtors and local individuals to connect with.
- Klinger engineering offered to do conceptual drawings for MAEDC a few times a year in the future to assist with projects.
- Held a conference call with the top scoring consultant for Moberly's search for a retail consultant, Retail Strategies, to discuss retail recruitment in Moberly and next steps.
- Spoke to Tom Sanders about business prospects for the airport.
- Discussed better ways to present financials with JB Waggoner and different approaches to budgeting.
- Held a conference call with Cobblestone hotels and a prospective investor for a project in Moberly.
- Scheduled BRE visits
- Communicated with a local company about the usefulness of Transportation Development District in Missouri.
- Met with a prospect who has successfully opened a therapy center in Moberly
- Attended Downtown CID meeting
- Attended Main Street Moberly Board of Directors meeting, Michael accepted an appointment as a member of the BOD
- Continued to confirm details for Project Emerald Site Visit
- Drafted a summary of Retail Strategies for the City of Moberly Council meeting
- Finalized agenda for Project Emerald site visit
- Scheduled SBDC annual center visit for July 12
- Conference call with Missouri Partnership regarding Project Emerald
- Held Project Emerald Site Visit
- Forwarded follow up information to the site consultant for Project Emerald
- Held final Moberly Crossings CID meeting for FY 2019
- Forwarded economic development metrics to Randolph County per request from Will Ellis
- Informed successful grantees of their PPI awards for the Downtown CID and prepared the agreements for execution.
- Local business asked for demographic data for a grant they are applying for to fund a professional student to work in their business

- Attended NMDP Annual Meeting in Hannibal
- Communicated with site consultant for Project Emerald, he was pleased with the site visit and appreciated the information provided.
- Followed up with Project Medical about incentive questions
- Held BRE meeting with Orscheln Products
- Conference call with Project Medical
- Forward information on DED's disaster recovery efforts to HCEDC
- Scheduled meeting with Missouri DED's new regional representatives
- Met with Randolph County Commission to update them on completed projects and current undertakings
- Held a two conference calls with Cunningham, Vogel, and Rost to discuss incentives for a potential downtown hotel project and a conventional hotel on US Highway 63.
- Forwarded information to a real estate broker from Columbia about available industrial space in MAEDC region.
- Scheduled a meeting with Bernie Andrews from Columbia REDI
- Spoke to Outline Associates about an updated conceptual for Project Stay
- Drafted memorandum for City Council about Project Medical. Prospect approved it to be shared with Council.
- Met with Heartland Real Estate about a property they are marketing in downtown Moberly
- Attended meeting with City of Moberly, Chamber of Commerce and City Historic officials about a grant the city received to create a virtual tour similar to MAEDC's.
- Corresponded with Missouri Partnership about follow up items to Project Emerald. Consultant was only waiting on a question from Ameren.
- Spoke to Project Medical about timeline. Decided to speak to Moberly City Council on July 15
- Drafted interview questions for Main Street Moberly Executive Director search
- Followed up with NMDP about updating the Labor Demand reports
- Worked on updated financial information for MAEDC board of directors
- Presented to Moberly Kiwanis Club
- Arranged a tour of the Fayette Dollar General for Project Workout
- Communicated with DED about the Paris Industrial Park
- Held a meeting with the developer and consultant about the downtown Moberly Hotel project
- Conference call with Cobblestone franchisee about his interest in Moberly
- BRE visit with MAC RAK
- Met with Notionfront to discuss startup business services they could offer
- Hosted Annual Center visit for SBDC
- Finalized lingering questions with Ameren for Project Emerald
- Investigated and communicated with City of Fayette officials about the rumored closure of Derailed Commodity
- Communicated with SBDC about long term planning for the center

- Attended 3rd session of NE Leadership Conference in Edina covering workforce development. Met with school administration, teachers, and students at Knox County School. Tour highlighted that Knox County is one of only four schools in the USA that is “Apple certified” with a technology agreement that provides classrooms with the most up to date tech available. Vocational classes have been integrated for every student, including 3D printing, laser cutting, metal work, wood work, welding. Emphasis on workforce development and providing students with various certifications upon graduating in hopes of educating incoming workforce is met with the lack of employment opportunity. Staffing is a challenge for the school with only 26% teacher retention, losing most staff because their spouses cannot find gainful employment in the area. I strongly encourage anyone with the capabilities to take a school tour to do so!
- Met with client to discuss business plan and steps to get credentialed for insurance billing purposes regarding mental health facility.
- SBDC site visit to Rolla on the S&T campus. Karen Leatherman and Travin Shelton held a lunch hour workshop for women in business. I observed and participated in the event which consisted of local women business and community leaders discussing how they have overcome adversity and celebrated success.
- Spoke with Keith Berry, VP of Advantage Capital in St. Louis. Advantage Capital is non-bank lender specializing in business loans that otherwise may not meet conventional loan requirements for approval. We will continue talks so that I can learn more about this possible resource for our area clients.
- Counseled Randolph County resident with rental properties they would like to transition over to AirBnB properties located close to downtown area. Spoke with Chamber Tourism specialist regarding possible incentives or programs offered by MO state tourism department.
- Introduced our services to Glasgow’s Tri-County Trust President Jim Aholt, provided background information and cards for potential clients needing counseling with start-ups or struggling business.
- Met with three downtown businesses in Glasgow to introduce our services into the area. Engaged in further talks with a client that is focusing on insuring women in business. We will collaborate on future sessions and workshops that can accommodate the needs of her customers and potential clients.
- Attended NMDP meeting with Michael which high level touched on hemp industry in Missouri, possible setbacks and regulatory issues.
- Met with Angie Wells, economic development specialist for the Northeast region. We discussed networking and workshops, trainings, leadership sessions that we can collaborate on for the future.
- Attended Lunch and Learn featuring Ameren UE information about small business incentives to reduce usage and reimbursement for energy saving devices.
- Met with prospective client from Dayton, Iowa in regards to buying a resort in Perry, MO. Provided initial counseling to prior to customer’s first meeting with lender. Client determined they cannot move forward with the purchase of the property at this time.
- Connected with a law student that provided information about Entrepreneurship Legal Clinic that provides pro bono legal advice and services to small business.