

A G E N D A
WORK SESSION MEETING
City of Moberly
August 07, 2023
6:00 PM

Requests, Ordinances, and Miscellaneous

1. An Ordinance Approving A Cooperative Agreement For Purchase Of A Synthetic Ice Rink With The City Of Gladstone, Missouri.
2. An Ordinance Establishing The Tax Levy For The City Of Moberly, Missouri For The Year 2023.
3. An Application From Rob & Pam Dollich For Re-Zoning Of 121 S Morley St. From B-3 (General Commercial District) To R-2 (1-2 Family Residential District).
4. Request From R&D Properties For Four (4) Parcels Of Land For Re-Development.
5. Receipt Of Bids For A Culvert Jet Flushing Machine.
6. Receipt Of Bids For A Concrete Roller Screed And Attachments.
7. Receipt Of Bids To Replace Communication Recorder For Joint Communications.
8. Review Of A Memorandum Of Understanding Between The City Of Moberly And Moberly Public Schools For A School Resource Officer Program.
9. A Discussion Regarding A Sturgeon & Rollins Water Line Project Change Order And Increase In Contract Costs.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Administration
Date: August 7, 2023

Agenda Item: An Ordinance Approving A Cooperative Agreement For Purchase Of A Synthetic Ice Rink With The City Of Gladstone, Missouri.

Summary: The Depot District has been looking for a draw in the wintertime to downtown Moberly. For the past few years, the idea of an synthetic ice rink was discussed and even a business plan developed by the MU School of Business. After reviewing the plan and the potential locations, the project stalled out due to cost of buying the rink. The Depot District had looked at used options as well, but to no avail. However, after checking with other communities that tried this concept, we found the City of Gladstone was ready to move on from their synthetic ice rink and make it available to the city of Moberly. The original investment this rink cost the City of Gladstone was over \$225,000. A price of \$20,000 was determined to be the price the Depot District was willing to spend to get this ice rink and all the skates and components. A cooperative agreement was developed by the city of Moberly and delivered to Gladstone and accepted. If approved, this synthetic ice rink will be a seasonal asset used at the Fennel Complex for creating a winter asset for the property and downtown paid for by the Downtown Moberly CID. Festivities are being planned for this activity if approved

Recommended Action: Direct staff to bring this ordinance to the next Aug 21 Council meeting for final approval.

Fund Name: Downtown CID

Account Number: 912.000.5502

Available Budget \$: \$20,000.00

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffrey** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT FOR PURCHASE OF A SYNTHETIC ICE RINK WITH THE CITY OF GLADSTONE, MISSOURI.

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

SECTION ONE: Attached hereto is a Cooperative Agreement for Purchase of a Synthetic Ice Rink with the City of Gladstone, Missouri which agreement provides for the purchase of a synthetic ice rink to be used for entertainment purposes on City property.

SECTION TWO: The City Council hereby approves the Cooperative Agreement and hereby authorizes the City Manager of Moberly to execute said Agreement on behalf of the City.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager to take such other and further action as may be required to accomplish the purposes of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 7th day of August, 2023.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, MRCC, City Clerk

COOPERATIVE AGREEMENT FOR PURCHASE
OF SYNTHETIC ICE RINK

THIS COOPERATIVE AGREEMENT FOR PURCHASE OF SYNTHETIC ICE RINK (this “**Agreement**”) is made and entered into as of the ____ day of _____ 2023 by and between the **CITY OF MOBERLY, MISSOURI** a third-class city and a Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”) and the **CITY OF GLADSTONE, MISSOURI**, a third-class city and a Missouri municipal corporation having a principal office at 7010 N. Holmes, Gladstone, MO 64118 (“**Gladstone**” and together with the “**City**” the “**Parties**”).

RECITALS

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

B. Gladstone owns a synthetic ice rink which is no longer in use and is willing to sell said rink to City under the terms and conditions provided herein.

C. City desires to feature an attraction in a new entertainment venue and is willing to purchase the rink from Gladstone for that purpose under the terms and condition provided herein.

AGREEMENT

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

1. The Rink & Accessories. The rink is a branded IcePro synthetic 44’ x 76’ oval rink. The following accessories are included with the rink: approximately 200 pairs of ice skates, railings, racks for skates, a skate sharpener and a floor scrubber.

2. Consideration & Delivery. The parties are in agreement that the price for the ice rink and all accessories is Twenty Thousand Dollars (\$20,000.00) payable by City to Gladstone prior to or at the time of delivery. The parties shall agree to a date for delivery at which point Gladstone will make available to City at a location to be named the rink and accessories for loading and transport by City at City’s expense.

3. Condition of Rink. Gladstone purchased and began using the rink in December of 2012 and continued using the rink until 2019. Only one side of the rink was used, and the other side is like new. The accessories are in usable condition. The rink and accessories are sold “as is” meaning in their

current condition at the time of sale and without any warranty or guarantee by Gladstone. If a manufacturer's warranty still exists, Gladstone agrees to assign said warranty to City.

4. Right to Inspect. The City is granted the right to inspect the rink and accessories prior to concluding the purchase and within thirty (30) days of the execution by both parties of this Agreement. If during that 30-day period, the City concludes that the rink or the accessories are not suitable for their intended use then this Agreement may be declared null and void. Gladstone will cooperate with City to arrange for such an inspection upon request.

5. No Waiver of Sovereign Immunity; Limited Public Liability; No Personal Liability. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's or Gladstone's sovereign immunity. The parties hereto agree that in no event shall the City or Gladstone or any of their respective officials, agents, attorneys, employees, or representatives have any liability in damages or any other monetary liability to each other or any successor, assign, heir or personal representative of each other in respect of any suit, claim, or cause of action arising out of this Agreement and each party hereby waives any such claim. No official, officer, agent, attorney, employee, or representative of the City or Gladstone shall be personally liable to each other or their successors, assigns, heirs or personal representatives in the event of any default or breach by any party under this Agreement.

6. Notices. Any Notice required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

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

If to Gladstone: City of Gladstone
 7010 N. Holmes Street
 Gladstone, Missouri 64118
 Attn: Justin Merkey

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

7. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between them and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties and when authorized and approved by the Moberly City Council.

8. Relationship of the Parties; No Third Party Right. Nothing contained in this Agreement nor any act of Gladstone or the City shall be deemed or construed to create a partnership or agency relationship between the parties, or their agents or representatives and this Agreement is and shall be limited to the specific purposes set out in this Agreement. Other than as expressly provided in this Agreement, no party shall be the agent of, or have any rights to create any obligations or liabilities

binding on, the other party. The parties do not intend to confer any benefit under this Agreement on any person or entity other than the named parties hereto.

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

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

11. Choice of Law; Venue. This Agreement and its performance shall be governed by and construed by the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The parties hereto agree that any action at law, suite in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in the Federal District Court for the Eastern District of Missouri and waive any objections based upon venue or *forum non conveniens* or otherwise.

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

IN WITNESS WHEREOF, the City and Gladstone have each caused this Agreement to be executed in multiple original counterparts in their respective names and attested to as of the date first above written.

CITY OF MOBERLY, MISSOURI
(the "City")

By: _____
Mayor

ATTEST:

By: _____
Shannon Hance, City Clerk

CITY OF GLADSTONE, MISSOURI
("Gladstone")

By: _____

ATTEST:

City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: WS #2.
 Department: City Clerk
 Date: August 7, 2023

Agenda Item: An Ordinance Establishing The Tax Levy For The City Of Moberly, Missouri For The Year 2023.

Summary: This Ordinance follows Missouri State Statutes and must be adopted by September 1, of each year in order to collect taxes for the year. A public hearing was held on May 15, 2023.

Recommended

Action: Approve the Ordinance at the August 21, 2023, Council Meeting.

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



Scott Fitzpatrick
Missouri State Auditor

MEMORANDUM

July 31, 2023

TO: 09-088-0007 City of Moberly
RE: Setting of 2023 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2023 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page**.
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

If the 2023 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2022 calculation for this change. The revised 2022 tax rate ceiling is listed on the 2023 Summary Page, Line A. Your primary County Clerk should forward a copy of the revised 2022 calculation; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)

RECEIVED

AUG - 1 2023

**OFFICE OF CITY CLERK
MOBERLY, MO**



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

WS #2.

7/31/2023

(2023)

Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Moberly

09-088-0007

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political
Subdivision Use
in Calculating
its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.7294
- B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.7867
- C. Amount of rate increase authorized by voters for current year if same purpose. (Form B, Line 7)
- D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.7867
- E. Maximum authorized levy the most recent voter approved rate 1.0000
- F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.7867
- G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
- G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
- H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F)
WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
- I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
- J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I) 0.7867
- AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
- BB. Additional special purpose rate authorized by voters after the prior year tax rates were set. (Form B, Line 7 if a different purpose)

Certification

I, the undersigned, Shannon Hance (Office) of City of Moberly (Political Subdivision)
levying a rate in Randolph (County(ies)) do hereby certify that the data set forth above and on the
accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

08.01.2023	Shannon Hance	Shannon Hance	660.263.4420
(Date)	(Signature)	(Print Name)	(Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines

J 0.7867 AA BB

Section 137.073.7 RSMo states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

8-1-23	SEAL: [Signature]	Randolph	844.277.6555
(Date)	(County Clerk's Signature)	(County)	(Telephone)

**PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED**

WS #2.

7/31/2023

Form A

(2023)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Moberly

09-088-0007

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2023) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a)	124,087,920	+	(b)	50,077,286	=	174,165,206
	(Real Estate)			(Personal Property)		(Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a)	2,759,780	+	(b)	0	=	2,759,780
	(Real Estate)			Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)		(Total)
				If Line 2b is negative, enter zero		

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a)	0	+	(b)	0	=	0
	(Real Estate)			(Personal Property)		(Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

171,405,426

5. (2022) Prior year assessed valuation

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a)	126,807,402	+	(b)	58,067,371	=	184,874,773
	(Real Estate)			(Personal Property)		(Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a)	0	+	(b)	0	=	0
	(Real Estate)			(Personal Property)		(Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a)	0	+	(b)	0	=	0
	(Real Estate)			(Personal Property)		(Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

184,874,773



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

WS #2.

7/5/2023

Form A

(2023)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Moberly

09-088-0007

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form **MUST** be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political
Subdivision Use in
Calculating its Tax
Rate

9. **Percentage increase in adjusted valuation** of existing property in the current year over the prior year's assessed valuation
(Line 4 - Line 8 / Line 8 x 100)

-7.2857%

10. **Increase in Consumer Price Index (CPI)**
certified by the State Tax Commission

6.5000%

11. **Adjusted prior year assessed valuation**
(Line 8)

184,874,773

12. **(2022) Tax rate ceiling from prior year**
(Summary Page, Line A)

0.7294

13. **Maximum prior year adjusted revenue**
from property that existed in both years (Line 11 x Line 12 / 100)

1,348,477

14. **Permitted reassessment revenue growth**
The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%.
A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.

0.0000%

15. **Additional revenue permitted**
(Line 13 x Line 14)

0

16. **Total revenue permitted in current year ***
from property that existed in both years (Line 13 + Line 15)

1,348,477

17. **Adjusted current year assessed valuation** (Line 4)

171,405,426

18. **Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo**
(Line 16 / Line 17 x 100)
Round a fraction to the nearest one/one hundredth of a cent.
Enter this rate on the Summary Page, Line B

0.7867

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

WS #2.
7/31/2023
(2023)

Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Moberly

09-088-0007

Parks & Recreation

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. **Prior year tax rate ceiling** as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.3385
- B. **Current year rate computed** pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.3651
- C. **Amount of rate increase authorized by voters for current year** if same purpose. (Form B, Line 7) _____
- D. **Rate to compare to maximum authorized levy to determine tax rate ceiling** (Line B if no election, otherwise Line C) 0.3651
- E. **Maximum authorized levy** the most recent voter approved rate 0.4000
- F. **Current year tax rate ceiling** maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.3651
- G1. **Less required sales tax reduction** taken from tax rate ceiling (Line F), if applicable _____
- G2. **Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies)** taken from tax rate ceiling (Line F) _____
- H. **Less voluntary reduction by political subdivision** taken from the tax rate ceiling (Line F) 0
WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
- I. **Plus allowable recoupment rate** added to tax rate ceiling (Line F) If applicable, attach Form G or H. 0
- J. **Tax rate to be levied** (Line F - Line G1 - Line G2 - Line H + Line I) 0.3651
- AA. **Rate to be levied for debt service**, if applicable (Form C, Line 10) _____
- BB. **Additional special purpose rate authorized by voters** after the prior year tax rates were set. (Form B, Line 7 if a different purpose) _____

Certification

I, the undersigned, Shannon Hance (Office) of City of Moberly (Political Subdivision) levying a rate in Randolph (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

08.01.2023	Shannon Hance	Shannon Hance	660.263.4420
(Date)	(Signature)	(Print Name)	(Telephone)

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines

J 0.3651

AA

BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

8-1-23	Jessie Mackay	Randolph	844.277.6555
(Date)	County Clerk's Signature	(County)	(Telephone)

**PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED**

WS #2.

7/31/2023

Form A

(2023)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Moberly

09-088-0007

Parks & Recreation

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2023) Current year assessed valuation

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a)	<u>124,087,920</u>	+	(b)	<u>50,077,286</u>	=	<u>174,165,206</u>
	(Real Estate)			(Personal Property)		(Total)

2. Assessed valuation of new construction & improvements

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a)	<u>2,759,780</u>	+	(b)	<u>0</u>	=	<u>2,759,780</u>
	(Real Estate)			Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) If Line 2b is negative, enter zero		(Total)

3. Assessed value of newly added territory

obtained from the county clerk or county assessor

(a)	<u>0</u>	+	(b)	<u>0</u>	=	<u>0</u>
	(Real Estate)			(Personal Property)		(Total)

4. Adjusted current year assessed valuation

(Line 1 total - Line 2 total - Line 3 total)

171,405,426**5. (2022) Prior year assessed valuation**

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a)	<u>126,807,402</u>	+	(b)	<u>58,067,371</u>	=	<u>184,874,773</u>
	(Real Estate)			(Personal Property)		(Total)

6. Assessed value of newly separated territory

obtained from the county clerk or county assessor

(a)	<u>0</u>	+	(b)	<u>0</u>	=	<u>0</u>
	(Real Estate)			(Personal Property)		(Total)

7. Assessed value of property locally assessed in prior year, but state assessed in current year

obtained from the county clerk or county assessor

(a)	<u>0</u>	+	(b)	<u>0</u>	=	<u>0</u>
	(Real Estate)			(Personal Property)		(Total)

8. Adjusted prior year assessed valuation

(Line 5 total - Line 6 total - Line 7 total)

184,874,773

**PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED**

WS #2.

7/31/2023

Form A

(2023)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Moberly

09-088-0007

Parks & Recreation

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political
Subdivision Use in
Calculating its Tax
Rate

9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8 / Line 8 x 100)	-7.2857%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	6.5000%
11. Adjusted prior year assessed valuation (Line 8)	184,874,773
12. (2022) Tax rate ceiling from prior year (Summary Page, Line A)	0.3385
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	625,801
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	0.0000%
15. Additional revenue permitted (Line 13 x Line 14)	0
16. Total revenue permitted in current year * from property that existed in both years (Line 13 + Line 15)	625,801
17. Adjusted current year assessed valuation (Line 4)	171,405,426
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Summary Page, Line B	0.3651

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

7/31/2023

Informational Data

(2023)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Moberly

09-088-0007

General Revenue

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.

Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior
Year Tax Rate
Ceiling as if No
Voluntary
Reductions
were Taken

Informational Summary Page

A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F)	0.7294
B. Current year rate computed (Informational Form A, Line 18 below)	0.7867
C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below)	
D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C)	0.7867
E. Maximum authorized levy most recent voter approved rate	1.0000
F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E)	0.7867

Informational Form A

9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100)	-7.2857%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	6.5000%
11. Adjusted prior year assessed valuation (Form A, Line 8)	184,874,773
12. (2022) Tax rate ceiling from prior year (Informational Summary Page, Line A from above)	0.7294
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	1,348,477
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	0.0000%
15. Additional reassessment revenue permitted (Line 13 x Line 14)	0
16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15)	1,348,477
17. Adjusted current year assessed valuation (Form A, Line 4)	171,405,426
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo, if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.7867

Informational Form B

6. Prior year tax rate ceiling to apply voter approved increase to
(Informational Summary Page, Line A if increase to an existing rate, otherwise 0)
7. Voter approved increased tax rate to adjust
(If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b)

**PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED**

WS #2.

7/31/2023

Informational Data

(2023)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Moberly

09-088-0007

Parks & Recreation

Name of Political Subdivision

Political Subdivision Code

Purpose of Levy

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s). The information on this page should not be used in the current year unless the taxing authority wishes to reverse any voluntary reduction(s) taken in prior even numbered year(s) and follows the following steps in an even numbered year.

Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.

Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Based on Prior
Year Tax Rate
Ceiling as if No
Voluntary
Reductions
were Taken

Informational Summary Page

A. Prior year tax rate ceiling (Prior year Informational Summary Page, Line F)	0.3385
B. Current year rate computed (Informational Form A, Line 18 below)	0.3651
C. Amount of increase authorized by voters for current year (Informational Form B, Line 7 below)	
D. Rate to compare to maximum authorized levy (Line B if no election, otherwise Line C)	0.3651
E. Maximum authorized levy most recent voter approved rate	0.4000
F. Tax rate ceiling if no voluntary reductions were taken in a prior even numbered year (Lower of Line D or E)	0.3651

Informational Form A

9. Percentage increase in adjusted valuation (Form A, Line 4 - Line 8 / Line 8 x 100)	-7.2857%
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	6.5000%
11. Adjusted prior year assessed valuation (Form A, Line 8)	184,874,773
12. (2022) Tax rate ceiling from prior year (Informational Summary Page, Line A from above)	0.3385
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12 / 100)	625,801
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10), or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0, nor more than 5%.	0.0000%
15. Additional reassessment revenue permitted (Line 13 x Line 14)	0
16. Total revenue permitted in current year from property that existed in both years (Line 13 + Line 15)	625,801
17. Adjusted current year assessed valuation (Form A, Line 4)	171,405,426
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo, if no voluntary reduction was taken (Line 16 / Line 17 x 100)	0.3651

Informational Form B

- | | |
|--|--|
| 6. Prior year tax rate ceiling to apply voter approved increase to
(Informational Summary Page, Line A if increase to an existing rate, otherwise 0) | |
| 7. Voter approved increased tax rate to adjust
(If an "increase of/by" ballot, Form B, Line 5a + Line 6, if an "increase to" ballot, Form B, Line 5b) | |

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #3.

Department: Community Development
Date: August 7, 2023

Agenda Item: An Application From Rob & Pam Dollich For Re-Zoning Of 121 S Morley St. From B-3 (General Commercial District) To R-2 (1-2 Family Residential District).

Summary: The Dollich's want to change the zoning to possibly build a house at a later time. There are residential properties to the north, south and west of the property. This area is currently zoned B-3 and it would be considered spot zoning. Attached is the application, staff report and map of the area.

The Planning & Zoning Commission recommended denying the request for the rezoning.

Recommended Action: Bring forward to the regular City Council meeting on August 21, 2023, for final decision.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

CITY OF MOBERLY, MISSOURI
REZONING APPLICATIONReturn 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: Rob & Pam Dillich Phone: 660-833-5804
Address: 18 Urbandale Moberly, MO Zip: 65270
Owner: Rob & Pam Dillich Phone: 660-833-5804
Address: 18 Urbandale Moberly, MO Zip: 65270

PROPERTY INFORMATION:

Street Address or General Location of Property: 121 S. Morley
Property is Located In (Legal Description): See attached

Present Zoning B-3 Requested Zoning: R-2 Acreage: _____

Present Use of Property: Empty lot

Character of the Neighborhood: Residential

CITY OF MOBERLY, MISSOURI – PROCEDURES MANUAL

Article 10 – Planned Development Procedure

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential/Commercial	B 3 Commercial
South	Residential	B 3 Commercial
East	Parking lot	B 3 Commercial
West	Residential	B 3 Commercial

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

If yes, explain: _____

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

If yes, explain: We want to use it as a residential dwelling.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

Yes _____ No X

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

Yes _____ No X

TRAFFIC CONDITIONS:

1. Identify the street(s) with access to the property: E Burkhardt

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
E Barkhart	Local	65'

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

5. Additional Comments: _____

UNIQUE CHARACTERISTICS OF PROPERTY AND ADDITIONAL COMMENTS:

This was previously a residential lot.

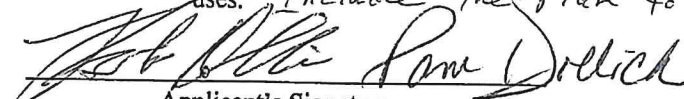
THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

- One copy of a legal description of the property proposed to be rezoned.
- 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.
- 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. *Include the plan to fence off lot*


Applicant's Signature

6/26/2023
Date

City of *Moberly!*

Memorandum

To: Planning and Zoning Commission

From: Planning Staff

Subject: Zoning Application 121 S Morley St

Meeting: July 31, 2023

Public Hearing to consider:

Notice of a Public Hearing for a zoning change application submitted by Rob and Pam Dollich for 121 S Morley St. This property is currently zoned B-3 (General Commercial District) and they would like to change to an R-2 (1 & 2 Family Residential District)

Comments:

Location: 121 S Morley St – Vacant lot

Zoning Compatibility: Completely Surrounded by B-3 Commercial Zoning which consists of Non-conforming residential structures and some business.

Intended Use: Future Single Family home.

Future Land Use: The re-zoning request does not agree with the Future Land Use Map and Comprehensive plan.

City Staff Review:

Staff review results in non-support of the request as it is not in agreement with the Future Land Use Map and The Comprehensive Plan. Also based on zoning districts, this would be classified as spot zoning unless properties along S Ault St were re-zoned as well. Also, there is a three-to-four-year plan to obtain a grant and widen S Morley with a turn lane through this block which may encourage future commercial development in the area. City Staff recommends denial of the Re-zoning application and recommendation to deny the zoning change.

Re-Zoning will require review and approval by City Council following Planning and Zoning review.

Respectfully Submitted
Aaron Decker

Impact Statement

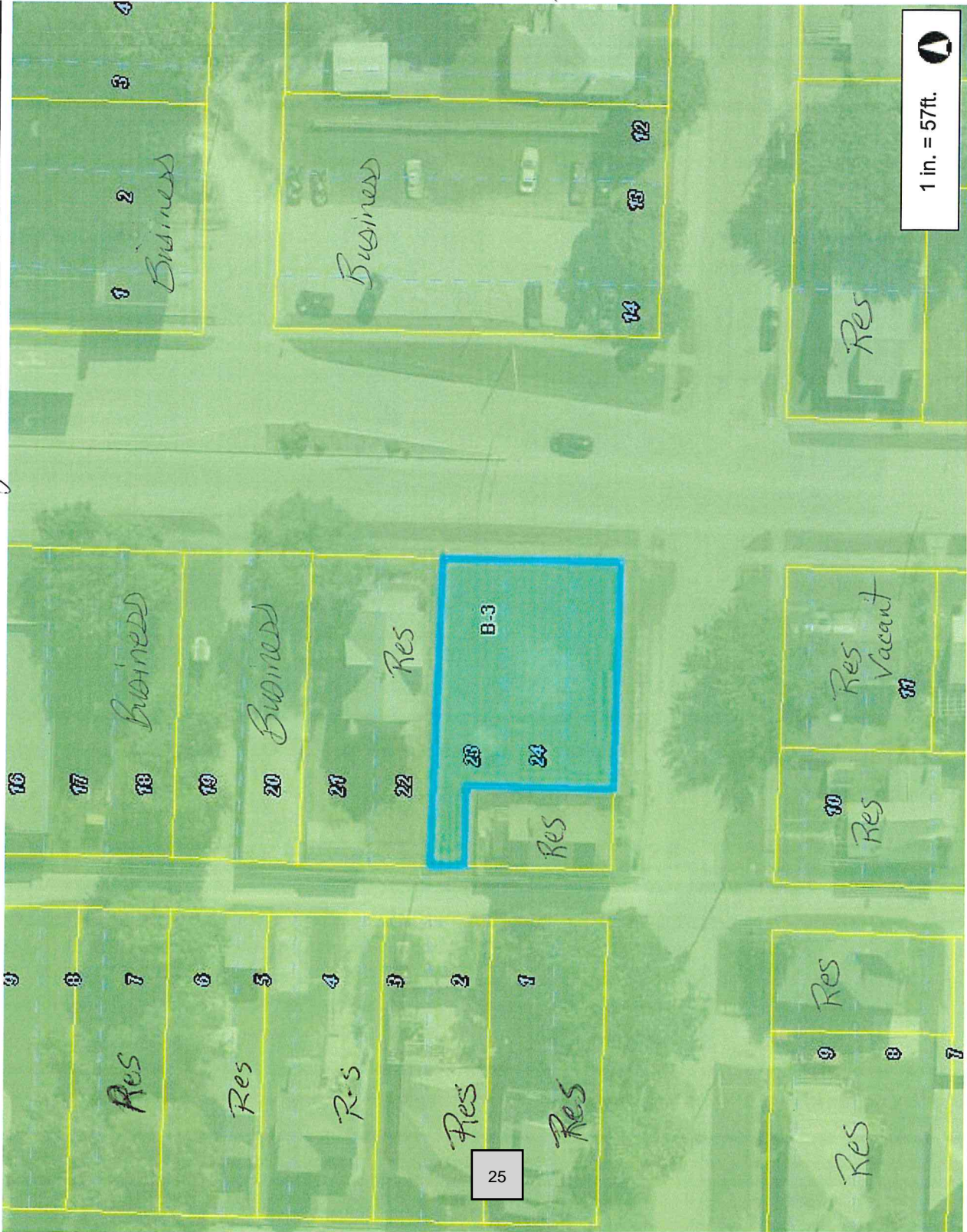
This lot, 121 S Morley, has been a residential property in the past. The bordering properties are all residential. While the address is 121 S Morley, the primary previous and current access is from the Burkhardt St side of the property, therefore, no impact to the flow of traffic on Morley St would occur. We are proposing to zone the lot residential with future plans to build a home that would match the surrounding area and thereby, improve the aesthetics of the neighborhood. A home built on the vacant lot would increase the tax base, certainly a win for the city of Moberly.

Thank you for your time and consideration of our request to rezone our property at 121 S Morley.

Kevin M. Dallick
Pam Dallick

Moberly, MO

Indicates Current Use of Properties in area.



Legend

- Roads
- Corporate Limit
- Parcel
- Original Lot
- Stream
- Subdivision
- Lots
- South Ridge Lot Line
- City Easement
- 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)

Notes

1 in. = 57ft.

113.6 Feet

56.79

0

113.6

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**CITY OF MOBERLY, 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: July 31, 2023


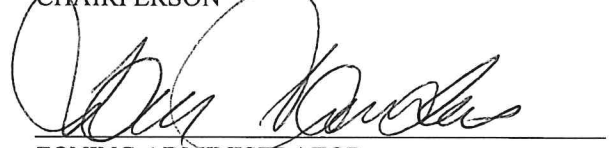
Action: APPROVAL

ON JULY 31, 20 23, 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) B-3 TO A (N) R-2 (ZONE) TO BE LOCATED 121 SOUTH MORLEY STREET, MOBERLY, MISSOURI. (ADDRESS OR LOCATION).

THE CITY COUNCIL WILL CONSIDER THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AT THE AUGUST 7, 20 23 MEETING OF THE MOBERLY CITY COUNCIL.

IN RECOMMENDING DENIAL (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

ZONING ADMINISTRATOR

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #4.

Department: Community
Development
Date: August 7, 2023

Agenda Item: Request From R&D Properties For Four (4) Parcels Of Land For Re-Development.

Summary: Attached are the four (4) agreements for R&D Properties for 12 Windsor Place, 211 Brinkerhoff Street, 709 Benson Street, and 711 Benson Street. They want to start development as soon as possible. These will be single family homes that will be for sale.

Recommended Action: Bring forward to the regular City Council meeting on August 21, 2023, for final approval.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed

Failed

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2023 (the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and R&D Properties, a Missouri Limited Liability Company, having a business office at 2745 County Road 1430, Cairo, Missouri, 65239 (the "Developer").

RECITALS

A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

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

ARTICLE I. THE PROPERTY AND CONSTRUCTION

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

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as the N 52' of S 156' of Lot Eleven (11); the N 25' of S104.5' of W 80' of Lot Eleven (11); also begin 208' S of NE Cor of Lot Eleven (11) TH NE 65', TH N 104', TH SW 65', TH S 104' to POB in Perrys Addition of Moberly, Randolph County, Missouri or more commonly known as 12 Windsor Place.

Section 1.3. Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

ARTICLE II. CONVEYANCE AGREEMENT

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

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

Section 2.3. Events of Closing.

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

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

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

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

ARTICLE III BREACH

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

ARTICLE IV MISCELLANEOUS PROVISIONS

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

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

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

City:	City of Moberly Attention: Tom Sanders	Moberly, Missouri 65270
-------	---	-------------------------

Developer:	R & D Properties 2745 County Road 1430	Cairo, Missouri 65239
------------	---	-----------------------

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

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

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

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

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

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

CITY OF MOBERLY

By: _____
Brian Crane, City Manager

ATTEST:

City Clerk, MRCC, Shannon Hance

DEVELOPER

By: _____
R&D Properties, Raymond Magruder

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

 Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared R&D Properties, Raymond Magruder, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

 Notary Public

My commission expires:

Seal:

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2023 (the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and R&D Properties, a Missouri Limited Liability Company, having a business office at 2745 County Road 1430, Cairo, Missouri, 65239 (the "Developer").

RECITALS

A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

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

ARTICLE I.

THE PROPERTY AND CONSTRUCTION

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

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as the East 46' West 130' except North 5' of Lot One (1) and East 46' West 130' of Lot Two (2), Block Nine (9), in Porter, Hatcher & Tannehills Addition of Moberly, Randolph County, Missouri or more commonly known as 709 Benson Street.

Section 1.3. Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

ARTICLE II. CONVEYANCE AGREEMENT

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

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

Section 2.3. Events of Closing.

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

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

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

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

ARTICLE III BREACH

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

ARTICLE IV MISCELLANEOUS PROVISIONS

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

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

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

City:	City of Moberly Attention: Tom Sanders	Moberly, Missouri 65270
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Developer:	R & D Properties 2745 County Road 1430	Cairo, Missouri 65239
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Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

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

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

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

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

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

CITY OF MOBERLY

By: _____
Brian Crane, City Manager

ATTEST:

City Clerk, MRCC, Shannon Hance

DEVELOPER

By: _____
R&D Properties, Raymond Magruder

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

 Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared R&D Properties, Raymond Magruder to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

 Notary Public

My commission expires:

Seal:

COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT

THIS COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT (this "Agreement") is made and entered into as of this _____ day of _____, 2023 (the "Effective Date") by and between THE CITY OF MOBERLY, a city of the third class and a Missouri municipality having a principal office at 101 West Reed Street, Moberly, Missouri, 65270 (the "City") and R&D Properties, a Missouri Limited Liability Company, having a business office at 2745 County Road 1430, Cairo, Missouri, 65239 (the "Developer").

RECITALS

A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

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

ARTICLE I. THE PROPERTY AND CONSTRUCTION

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

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as the N 54' of Lot One (1) and E 13' N 54' of Lot Two (2), Block Four (4), in Brinkerhoff 2nd Addition of Moberly, Randolph County, Missouri or more commonly known as 211 Brinkerhoff Street.

Section 1.3. Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

ARTICLE II. CONVEYANCE AGREEMENT

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

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

Section 2.3. Events of Closing.

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

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

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

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

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

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

ARTICLE IV MISCELLANEOUS PROVISIONS

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City: City of Moberly
 Attention: Tom Sanders Moberly, Missouri 65270

Developer: R & D Properties
 2745 County Road 1430 Cairo, Missouri 65239

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

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CITY OF MOBERLY

By: _____
Brian Crane, City Manager

ATTEST:

City Clerk, MRCC, Shannon Hance

DEVELOPER

By: _____
R&D Properties, Raymond Magruder

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

 Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
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On this ____ day of _____, 2023, before me appeared R&D Properties, Raymond Magruder, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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RECITALS

A. The Developer wishes to acquire and redevelop Property which is currently vacant and underutilized and which activities by the Developer the City recognizes will facilitate the City's economic development goals and improve property values in the area where the Property is located.

B. The City is willing to convey the Property to the Developer pursuant to the terms of this Agreement in exchange for the Developer's promise to expend the Developer's funds to construct a residence on the Property, all in accordance with the terms of this Agreement and building plans submitted to the City.

AGREEMENT

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

ARTICLE I.

THE PROPERTY AND CONSTRUCTION

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

Section 1.2. The Property. The Property shall mean the generally vacant and unimproved lots legally described as the S 45' of E42' of W 84' of Lot One (1) and S 42' of W 84' of Lot Two (2), Block Nine (9), in Porter, Hatcher & Tannehills Addition of Moberly, Randolph County, Missouri or more commonly known as 711 Benson Street.

Section 1.3. Construction. The Developer shall deposit \$1,000.00 (the "deposit") within thirty (30) days of the Effective Date. The Developer shall pay for all permitting fees and other standard construction costs. Developer shall submit building plans and make application for a building permit within six (6) months of the Effective Date. Developer agrees to initiate construction within thirty (30) days of receipt of the building permit. Developer agrees to complete construction of the residence within eighteen (18) months of the Effective Date. Developer agrees to abide by all construction standards required under city Building Regulations and Inspections.

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ARTICLE IV MISCELLANEOUS PROVISIONS

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

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

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

City:	City of Moberly Attention: Tom Sanders	Moberly, Missouri 65270
Developer:	R & D Properties 2745 County Road 1430	Cairo, Missouri 65239

Section 4.4. Choice of Law; Venue; Waiver of Objections. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or forum non conveniens or otherwise.

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

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

Section 4.7. Deposit Refund. Upon issuance of an Occupancy Permit for the completed residence the City agrees to account for and refund the deposit.

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

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

CITY OF MOBERLY

By: _____
Brian Crane, City Manager

ATTEST:

City Clerk, MRCC, Shannon Hance

DEVELOPER

By: _____
R&D Properties, Raymond Magruder

ACKNOWLEDGEMENTS

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared Brian Crane, to me personally known, who being by me first duly sworn, did say that he is the City Manager of the City of Moberly, Missouri, and that said instrument was signed on behalf of said City by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said City.

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

 Notary Public

My commission expires:

Seal:

STATE OF MISSOURI)
)SS
 COUNTY OF RANDOLPH)

On this ____ day of _____, 2023, before me appeared R&D Properties, Raymond Magruder, to me personally known, who being by me first sworn, did say that he is the Manager/Member of Stuart Custom Homes, and that said instrument was signed on behalf of said LLC by authority of the LLC and he acknowledged said instrument to be the free act and deed of said LLC.

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

 Notary Public

My commission expires:

Seal:

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #5.

Department: Public Works

Date: August 7, 2023

Agenda Item: Receipt Of Bids For A Culvert Jet Flushing Machine.

Summary: The Street Barn received three (3) bids for a Jet Flushing Machine. Attached are the three (3) bids. Staff recommends accepting the low bid from HWC Jetters.

Recommended Action: Direct staff to bring this item forward to the August 21, 2023, regular City Council meeting for final approval.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker**

Council Member

M___ S___ **Lucas**

M___ S___ **Kimmons**

M___ S___ **Jeffrey**

M___ S___ **Kyser**

Passed Failed



Home / BossJet Truck Mounted Sewer Jetter / BossJet MAX – Truck Mounted – Sewer Jetters – 5.5 to 10.0 gpm

BossJet MAX – Truck Mounted – Sewer Jetters – 5.5 to 10.0 gpm

★★★★★ (1 customer review)

\$7,395.00 – \$8,695.00

^^SCROLL DOWN FOR OPTIONS AND LEAD TIMES^^

Free Freight – 48 States

*Kohler CH1000 & Honda GX390 cannot ship to CA. *prop 65*

Choose Your BossJet MAX POLY CHAIN BELT DRIVE Truck Mounted, Sewer Jetter

AM930-07 – Honda GX690 – 3500psi @ 8.0gpm (200 gallon)

CLEAR

\$8,395.00

Additional Options


- ☐ AM-1708 5000 PSI Foot Pedal (+\$229.95)
- ☒ ST1500 Trigger Gun w/ 36" Wand Pkg (+\$79.95)
- ☐ Liftgate Delivery (+\$79.00)
- ☐ LWS-100 Low Water Shutdown (+\$149.00)
- ☒ 12V Power Rewind–Full Kit 2103410 (Reel) (+\$365.95)
- ☐ 300' Dyna-Flex Sewer Hose on top Reel (+\$479.95)

1x BossJet MAX - Truck Mounted - Sewer Jetters - 5.5 to 10.0 gpm	\$8,395.00
Additional Options - ST1500 Trigger Gun w/ 36" Wand Pkg	\$79.95
Additional Options - 12V Power Rewind–Full Kit 2103410 (Reel)	\$365.95

Subtotal \$8,840.90

- 1 +

ADD TO CART

 **PayPal CREDIT** No Interest if paid in full in 6 months. [Learn more](#)

Description Additional information Reviews (1)

Poly Chain Belt DRIVE

Model	Engine	Pump & Tank Size	Performance	Price	LEAD TIME
AM930-05	Honda GX630	GP / 100gal	4000psi @ 5.5gpm	\$7695.00	8-10 wks
AM930-06	Honda GX630	GP / 200gal	4000psi @ 5.5gpm	\$7895.00	8-10 wks
AM930-07	Honda GX690	GP / 200gal	3500psi @ 8.0gpm	\$7995.00	8-10 wks
AM930-08	Kohler CH750	GP / 200gal	3000psi @ 10.0gpm	\$8395.00	8-10 wks
AM930-DM3	DuroMax 713cc	GP / 200gal	3500psi @ 8.0gpm	\$7395.00	8-10 wks

Poly Chain Belt DRIVE

[Click Here for BossJet Basic Owners Manual](#)

POWERED by
HONDA.

KOHLER
ENGINES



Standard Features

- Commercial Quality OHV
- Electric Start/Battery
- Low Oil Automatic Shutdown
- Air-cooled, 4-Stroke
- Adjustable Pressure

- 200' Leader Hose Reel
- 6 Gallon External Fuel Tank
- General Ceramic Plunger Pump
- Fits Mid-Size Vans & Pickups
- Sized at 68"L x 46"W x 55"H
- Aqua Pulse Feature
- Ball Valve Water Flow Operation
- Five Foot Jumper Hose
- 200' Jetter Hose Reel with Stand
- 200ft 3/8" Sewer Hose
- 50' Leader Hose
- 1 Laser Sewer Nozzle
- 1 Ram Sewer Nozzle
- 1 Rotary Sewer Nozzle

Designed to Clean 2" to 12" Lines

Assembling the BossJet Jetter Conversion Kit COVKIT-02





BossJet Jetters
BossJet PRO Sewer Jetters – Complete Package
 \$1,895.00 – \$2,295.00

SELECT OPTIONS



BossJet Jetters
BossJet MAX Sewer Jetters (NO REEL) Cart Jetter
 \$2,495.00 – \$3,495.00

SELECT OPTIONS



with optional dual wheels. Save Money, on demand Jetting Power, and Increased Efficiency
2 Gas Engines Compared to 1 Diesel
 Save money initial cost
 Run 1 engine on smaller jobs
 If one engine quits you have a spare, You can still get the job done!

BossJet Jetters
BossJet MAX Trailer Sewer Jetters 16-22gpm
 \$22,995.00 – \$28,995.00

SELECT OPTIONS

Product categories

- Accessories Jetter
- BossJet BOX Sewer Jetters
- BossJet Cart Sewer Jetters
- BossJet DuroMax Jetters
- BossJet Electric Jetters
- BossJet Jetters
- BossJet Sewer Jetters Complete Package
- BossJet SKID Jetter
- BossJet Trailer Mounted Sewer Jetters
- BossJet Truck Mounted Sewer Jetter
- Cable Drain Cleaners
- Grease Trap Pump
 - > Conde Vacuum Pumps
 - > Conde Vacuum/Pressure Pumps
 - > Provac Grease Pump
- Hose/Reel Kits

- > Long Range
- > Mid Range
- > Short Range

> Viztrac

Locators Sonde

Nozzles

- > 1/2" + Jetter Nozzles
- > 1/2" Nozzles
- > 1/4" Nozzles
- > 1/8" Nozzles
- > 3/8" Nozzles
- > Alpha Kit
- > Nozzle Sets

Quick Couplers

Reels

Replacement Parts - ForBest

Sewer Hose

- > Dyna-flex
- > Main Line Sewer Hose
- > Piranha

Skids-Centering Guides

ZipDrain

Jet Clean with ZipDrain

Jet Clean with ZipDrain



HWC OFFERS BUSINESS/EQUIPMENT FINANCE OPTIONS TO MEET YOUR NEEDS - CLICK
HERE TO LEARN MORE.



Monday - Friday
8:00 a.m. - 5:00 p.m.

Tel: 800-851-5015

email:
info@hwcjetters.co
m

Company

Privacy Policy
Return Policy
Product Warranty
Freight Information
for Trailers
International
Shipments
Terms of Service
California
Customers: Prop. 65
Notice
Sewer Cameras &
Sonde Locators
Jetting and Locating
– How to Videos
Viztrac User Guide
RIDGID™ Warranty
RIDGID Scout Parts
List
Complete Packages
ForBest Warranty
Download User
Manual 3188D
FORBEST USER
MANUAL 3188SD
Sewer Jetter FAQ

Product Categories

Accessories Jetter
BossJet BOX Sewer
Jetters
BossJet Cart Sewer
Jetters
BossJet DuroMax
Jetters
BossJet Electric
Jetters
BossJet Jetters
BossJet Sewer
Jetters Complete
Package
BossJet SKID Jetter
BossJet Trailer
Mounted Sewer
Jetters
BossJet Truck
Mounted Sewer
Jetter
Cable Drain
Cleaners
Grease Trap Pump

Product Search

Search produc

SEARCH



SEESNAKE CS10	> Conde
MANUAL	Vacuum/Pressur
RIGID® CS6X-	e Pumps
BROCHURE	> Provac Grease
Nozzle Sizing Chart	Pump
ZipDrain in Action	Hose/Reel Kits
Videos	Inspection Cameras
BossJet Jetter Trailer	> ForBest
Manual	> ForBest
HWC Enterprises	mini
Financing Options	> Long Range
	> Mid Range
	> Short
	Range
	> Viztrac
	Locators Sonde
	Nozzles
	> 1/2" + Jetter
	Nozzles
	> 1/2" Nozzles
	> 1/4" Nozzles
	> 1/8" Nozzles
	> 3/8" Nozzles
	> Alpha Kit
	> Nozzle Sets
	Quick Couplers
	Reels
	Replacement Parts -
	ForBest
	Sewer Hose

Sewer Hose

> Piranha

Skids-Centering

Guides

ZipDrain

Sewer Jetter - BossJet Truck Mount - AM930

SKU# - AM930

[Ask a question \(10\)](#)

The BossJet Truck mounted Sewer Jetters offer a wide range of pressures and flows to accommodate all your jetting needs.

Honda GX390 Not Available To California

Lead Times listed on chart below



Engine Type

Honda GX690 3500 psi @ 8.0 gpm ▼

Tank Size 200gal ▼

Jetter Reel Mounted Reel ▼

Reel Rewind Method Power Rewind ▼

Delivery Options

Customer Offload ▼

Hose Length

200ft ▼

\$8884.00

Qty: 1 ▼

FREE SHIPPING

[Add to cart](#)

☐ Add to compare

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Sewer Jetter - BossJet Truck Mount - AM930

This all in one package makes clearing a sewer line possible right out of the box. The 68" x 46" powder coated skid makes mounting in a truck or van simple. The external fuel tank makes refueling safe and convenient.

The BossJet Truck Mounted Sewer jetter is rugged piece of equipment a **58** rs a **100- or 200-gallon tank**.

Mounted to a heavy-duty powder-coated skid. The skid can easily be moved by a fork lift from any side.

Complete with 200' of Jetter Hose and our portable jetter reel makes jetting inside or outside effortless.

BossJet Truck Mounted Sewer Jetter Features:

- Designed to Clean 2" to 12" Lines
- Fits Mid-Size Vans & Pickups
- Commercial Quality OHV
- Low Oil Automatic Shutdown
- Air-cooled, 4-Stroke Engine. 6 Gallon External Fuel Tank
- Adjustable Pressure
- Rugged Aluminum Frame
- 100-200 Gallon Tank with S.S. Straps
- 200 ft Leader Hose Reel
- General Ceramic Plunger Pump
- Aqua Pulse Feature
- Ball Valve Water Flow Operation
- 6 Gallon External Fuel Tank

BossJet Truck Mounted Sewer Jetter Specifications:

- Size: 68"L x 46"W x 55"H
- Empty System Weighs 545 lb.
- Five Foot Jumper Hose
- 200 ft Jetter Hose Reel with Stand
- 200 ft 1/4" or 3/8" Sewer Hose included
- 50 ft Leader Hose
- 1 Laser Sewer Nozzle
- 1 Ram Sewer Nozzle
- 1 Rotary Sewer Nozzle

Included hose reel gives you the option of jetting with the machine operating at a distance.

Direct Drive

Model	Engine	Tank Size	Performance	Lead Time
AM930-01	Kohler CH440	100 gal.	4000 psi @ 4.0 gpm	8-10 weeks
AM930-02	Kohler CH440	200 gal.	4000 psi @ 4.0 gpm	8-10 weeks
AM930-03	Honda GX390	100 gal.	4000 psi @ 4.0 gpm	8-10 weeks
AM930-04	Honda GX390	200 gal.	4000 psi @ 4.0 gpm	8-10 weeks
AM930-DM1	DuroMax 440	100 gal.	4000 psi @ 4.0 gpm	8-10 weeks
AM930-DM2	DuroMax 440	200 gal.	4000 psi @ 4.0 gpm	8-10 weeks

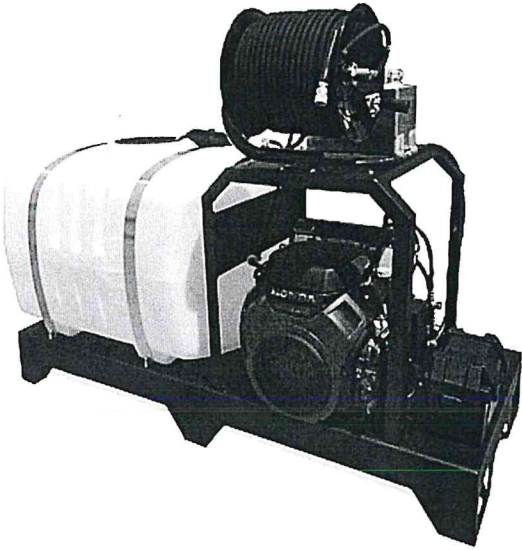
Poly Chain Belt Drive

Model	Engine	Tank Size	Performance	Lead Time
AM930-05	Honda GX630	100 gal.	4000 psi @ 5.5 gpm	8-10 weeks
AM930-06	Honda GX630	200 gal.	4000 psi @ 5.5 gpm	8-10 weeks
AM930-07	Honda GX690	200 gal.	3500 psi @ 8.0 gpm	5-7 weeks
AM930-08	Kohler CH750	200 gal.	3000 psi @ 10 gpm	5-7 weeks
AM930-DM3	DuroMax 713CC	200 gal.	3500 psi @ 8.0 gpm	8-10 weeks

[Click Here for User Manual](#)

Free Shipping In The Continental United States

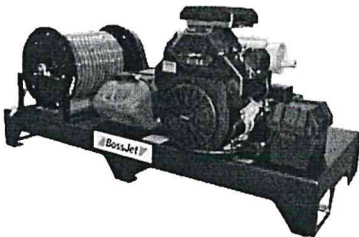
[Delivery Liftgate Information](#)



BOSSJET MAX SKID JETTER KOHLER CH750- 2800 PSI, 12 GPM

SKU: #AM90006 / 505 lbs

- OHV Air-cooled, 4 stroke electric engine with electric start and electric hose reel
- 6 gallon removable gas tank
- Low oil automatic shutdown
- Foot pedal water flow operation
- Bypass plumbed for water tank with aqua pulse feature and adjustable pressure
- Battery and battery box
- 200' of 3/8" or 1/2" low friction sewer hose
- (1) penetrator / (1) flusher
- 50' leader hose with wash down gun and wand
- Four pressure washer Q.C. tips



\$9,495.00
1+ PRICE

\$262 / mo

P.O. Number

Quantity

1

ADD TO CART

\$9,495.00 EACH / \$9,495.00 TOTAL

City of Moberly

City Council Agenda Summary

Agenda Number: _____

WS #6.

Department: Public Works

Date: August 7, 2023

Agenda Item: Receipt Of Bids For A Concrete Roller Screed And Attachments.

Summary: The Street Barn could only find one company that makes this item. Attached is the pricing that they were able to locate. This item is budgeted for in the Street CIP.

Recommended Action: Direct staff to bring this item forward to the August 21, 2023, regular City Council meeting for final approval.

Fund Name: Street CIP

Account Number: 601.000.5502

Available Budget \$: 252,675.97

ATTACHMENTS:

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

Roll Call

Aye

Nay

Mayor

M___ S___ Brubaker

Council Member

M___ S___ Lucas

M___ S___ Kimmons

M___ S___ Jeffrey

M___ S___ Kyser

Passed Failed

Spin Screed® - Corded

The Corded Spin Screed® is the world's first lightweight power roller screed designed with the professional concrete finisher in mind. The lightweight design makes it even easier to screed large concrete surfaces while also keeping your aggregate near the surface, which helps produce stronger, flatter concrete slabs. The Corded Screed assembly comes with a 10 amp Makita Right Angle drill, an impact socket adapter, a dead-end T-handle, and live and dead ends. Power head only option also available. This Screed is Made in the USA with Global Materials.

Keeps aggregate near the top to help you produce flatter, more durable concrete surfaces

Lightweight design saves you time and effort and is convenient to use

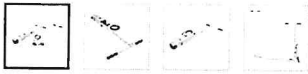
Complete assembly includes a 10 amp Makita Right Angle drill, impact socket adapter, live and dead ends, and a dead-end T-handle (28716)

Power head only includes a 10 amp Makita Right Angle drill and impact socket adapter (28714)

Pair this tool with forms and our Screed support system for maximum flatness

Spin Screed Pipes sold separately

Made in the USA with Global Materials



Gallery for Item ID 28716

[View All Variants](#)

TYPE Complete Assembly

[Clear All Selected Attributes](#)

Item ID: 28716

Part #: SPNRSSAD

\$1,595.33

QTY 1

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Specifications

[CA Residents: Prop 65 Warning](#)

Item ID 28716

Shipping Weight	45.00 lbs
Shipping Length	48.00 in.
Shipping Width	6.00 in.
Shipping Height	6.00 in.
Inner Pack Quantity	1 pieces
Outer Pack Quantity	1 pieces
Can Ship Small Package	YES
UPC	N/A



WS #6.

Spin Screed® Pipe

Spin Screed® Pipes are made of a lightweight, seamless aluminum alloy with a schedule 40 wall thickness. They are available in a wide range of sizes that can be cut down to specific lengths to suit jobs of any size. All Pipe options fit both the battery-operated and corded Spin Screed® Power Head. This product is Made in the USA with Global Materials.

Fits both the battery operated and corded Spin Screed® Power Heads

Lightweight aluminum Pipes are seamless schedule 40
Available in a variety of sizes that can be cut to suit your specific needs

Pipes 10' (3.0m) or longer ship LTL

Made in the USA with Global Materials

[View All Variants](#)

PIPE LENGTH 8



Clear All Selected Attributes

Image for Item ID 28763

Item ID: 28763

Part #: SPNP8

\$249.16

This item will ship LTL.

Freight will be applied to this item when checking out of your cart.

QTY 1

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Related Items



LIVE & DEAD END PIPE ADAPTERS



SUPPORT SYSTEM CHAIRS W/
DRIVE TOOL

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[Product Literature](#)

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Specifications

Item ID 28763

Shipping Weight

64

37.60 lbs



WS #6.

Spin Screed® Pipe

Spin Screed® Pipes are made of a lightweight, seamless aluminum alloy with a schedule 40 wall thickness. They are available in a wide range of sizes that can be cut down to specific lengths to suit jobs of any size. All Pipe options fit both the battery-operated and corded Spin Screed® Power Head. This product is Made in the USA with Global Materials.

Fits both the battery operated and corded Spin Screed® Power Heads

Lightweight aluminum Pipes are seamless schedule 40

Available in a variety of sizes that can be cut to suit your specific needs

Pipes 10' (3.0m) or longer ship LTL

Made in the USA with Global Materials

[View All Variants](#)

PIPE LENGTH 10



Clear All Selected Attributes

Image for Item ID 28761

Item ID: 28761

Part #: SPNP10

\$311.46

This item will ship LTL.

Freight will be applied to this item when checking out of your cart.

QTY 1

[Add To Cart](#)

Related Items



LIVE & DEAD END PIPE ADAPTERS



SUPPORT SYSTEM CHAIRS W/
DRIVE TOOL

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Specifications

Item ID 28761

65

Shipping Weight

47.00 lbs



WS #6.

Spin Screed® Pipe

Spin Screed® Pipes are made of a lightweight, seamless aluminum alloy with a schedule 40 wall thickness. They are available in a wide range of sizes that can be cut down to specific lengths to suit jobs of any size. All Pipe options fit both the battery-operated and corded Spin Screed® Power Head. This product is Made in the USA with Global Materials.

Fits both the battery operated and corded Spin Screed® Power Heads

Lightweight aluminum Pipes are seamless schedule 40

Available in a variety of sizes that can be cut to suit your specific needs

Pipes 10' (3.0m) or longer ship LTL

Made in the USA with Global Materials



[View All Variants](#)

PIPE LENGTH 12



[Clear All Selected Attributes](#)

Image for Item ID 28759

Item ID: 28759

Part #: SPNP12

\$373.73

This item will ship LTL.

Freight will be applied to this item when checking out of your cart.

QTY 1

[Add To Cart](#)

Related Items



LIVE & DEAD END PIPE ADAPTERS



SUPPORT SYSTEM CHAIRS W/
DRIVE TOOL

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Specifications

Item ID 28759

Shipping Weight

66

56.40 lbs

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: August 7, 2023

Agenda Item: Receipt Of Bids To Replace Communication Recorder For Joint Communications.

Summary: Moberly Joint Communications recorder is outdated and needs to be replaced to ensure reliable recording and playback of both phone and radio communications in dispatch. Two quotes from A&W Communications and Wireless USA were received. A&W proposal for a Nexlog 740 DX Logging recorder and labor to install is for \$28,095.00. Wireless USA proposal for Nexlog 740 DX logging recorder and labor is for \$15,975.00.

Recommended Action Approve the request at the next Council meeting.

Fund Name:

Account Number:

Available Budget \$:

ATTACHMENTS:

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

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Jeffrey** _____

M___ S___ **Kimmons** _____

M___ S___ **Lucas** _____

M___ S___ **Kyser** _____

Passed Failed

A&W Communications, Inc.

100 N. Main Street
P O Box 66
EOLIA, MO 63344

Voice: 800-530-5763
Fax: 573-485-2350

QUOTATION

WS #7.

Quote Number: 11369
Quote Date: Dec 30, 2022
Page: 1

Quoted To:

CITY OF MOBERLY
300 N. CLARK
MOBERLY, MO 65270

Customer ID	Good Thru	Payment Terms	Sales Rep
MOBERLYCITY	1/29/23	Net 30 Days	OWENBY2

Quantity	Item	Description	Unit Price	Amount
1.00	EVE-NEXLOF740DX	NEXLOG 740 DX LOGGING RECORDER/ SERVER 3U	7,680.00	7,680.00
1.00	EVE-DX701	INTEGRATED 7" COLOR LCD TOUCH SCREEN DISPLAY FOR NEXLOG 740 DX SERIES	1,400.00	1,400.00
1.00	EVE-DX703	NEXLOG 740 DX SERIES, 2 X 2 TB FIXED S/W -RAID 1=2 TB STORAGE		
1.00	EVE-DX730	NEXLOG 740 DX SERIES ARCHIVE, 1 BLU-RAY DRIVE		
1.00	EVE-DX754	DUAL PORT 100MB/1000 PCIE NETWORK CARD FOR NEXLOG DX 740 SERIES	528.00	528.00
1.00	EVE-324430-DX	RACK MOUNT SLIDES-DX-4 POST	288.00	288.00
2.00	EVE-DXANA16	16 CHANNEL ANALOG PCIE CARD, 16 CHANNEL LICENSES PER CARD, FOR DX SERIES RECORDERS ONLY	3,840.00	7,680.00
2.00	EVE-109033-007	QUICK INSTALL KIT WITH CABLE	240.00	480.00
1.00	EVE-271052	VOIP/RTP INTERNAL IP RECORDER / W/8 G.711 CH LICENSE	3,360.00	3,360.00
1.00	EVE-271083	8 PACK MEDIAWORKS DX WEB CONCURRENT LICENSE ***** OPTIONAL SOFTWARE/UPDATES	872.00	872.00
1.00	EVE-DXUS-12MO	SUBSCRIPTION ***** SOFTWARE UPDATE SUBSCRIPTION, FIRST 12 MONTHS IS INCLUDED IN PURCHASE, PRICE QUOTED IS PER	807.00	807.00
Subtotal				Continued
Sales Tax				Continued
TOTAL				Continued

A&W Communications, Inc.

100 N. Main Street
P O Box 66
EOLIA, MO 63344

Voice: 800-530-5763

Fax: 573-485-2350

QUOTATION

WS #7.

Quote Number: 11369

Quote Date: Dec 30, 2022

Page: 2

Quoted To:

CITY OF MOBERLY
300 N. CLARK
MOBERLY, MO 65270

Customer ID	Good Thru	Payment Terms	Sales Rep
MOBERLYCITY	1/29/23	Net 30 Days	OWENBY2

Quantity	Item	Description	Unit Price	Amount
1.00	LABOR	YEAR AFTER THE FIRST YEAR, DOES NOT INCLUDE LABOR ***** LABOR TO CONFIGURE AND INSTALL NEW LOGGING RECORDER	5,000.00	5,000.00
			Subtotal	28,095.00
			Sales Tax	
			TOTAL	28,095.00

FOR:	Moberly Communications	EVENTIDE NEXLOG740DX
	300 N. Clark St	
	Moberly, Mo 65270	
CONTACT:	Bobbie Smith	PHONE: 660-263-0346 FAX:

REMARKS:	SUBTOTAL	\$15,975.00
	TAX	
	INSTALLATION	
	DELIVERY	
WARRANTY: 1 YEAR	TOTAL	
DELIVERY: 45 DAYS	DOWN PAY	
	BALANCE	\$15,975.00

70

NexLOG™



Advanced Recording Solutions for Mission-Critical Communications



Recording Systems • Software Solutions • Edge Capture Devices

**NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM
Incident Reconstruction • Instant Recall • Mobile
Quality Assessment • Screen Recording • Reporting
VoIP • SIP • Digital • Analog • T1/E1 • ISDN • ED-137B/C**

*Eventide's mission-critical recording solutions are trusted
by organizations worldwide to capture, secure
and reconstruct their most important interactions.*

► NexLog DX-Series Communications Recording Software and Solutions

NexLog DX-Series™ recording solutions are the culmination of over 30 years of mission-critical recording experience. The DX-Series continues the NexLog tradition of reliability and ease-of-use while focusing on Digital Transformation (DX) to meet tomorrow's needs. With expanded solution architectures, as well as enhanced security, scalability and integrations, the NexLog DX-Series is truly the next generation recorder.

The NexLog DX-Series software includes multi-tier security and a web-based configuration management tool, as well as support for password policies, Active Directory, SNMP, TLS and AES-256 encryption.

The innovative *NexLog Access Bridge* option enables a scalable approach to enterprise deployments. Multiple recorders can be linked together for unified searching, replay, incident management and configuration.

NexLog 740 DX-Series™ Recording Solution



Channel Capacity*: 96 Analog, 96 Digital PBX, 192 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR
3U Rack-Mountable

NexLog 840 DX-Series™ Recording Solution



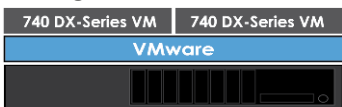
Channel Capacity*: 240 Analog, 240 Digital PBX, 240 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR
4U Rack-Mountable

Smart Edge Capture Device™



Captures, Buffers and Transfers to DX-Series Recording Solutions
Up to 24 Analog, 24 Digital, 48 T1, 60 E1 or 120 VoIP Channels. 1U

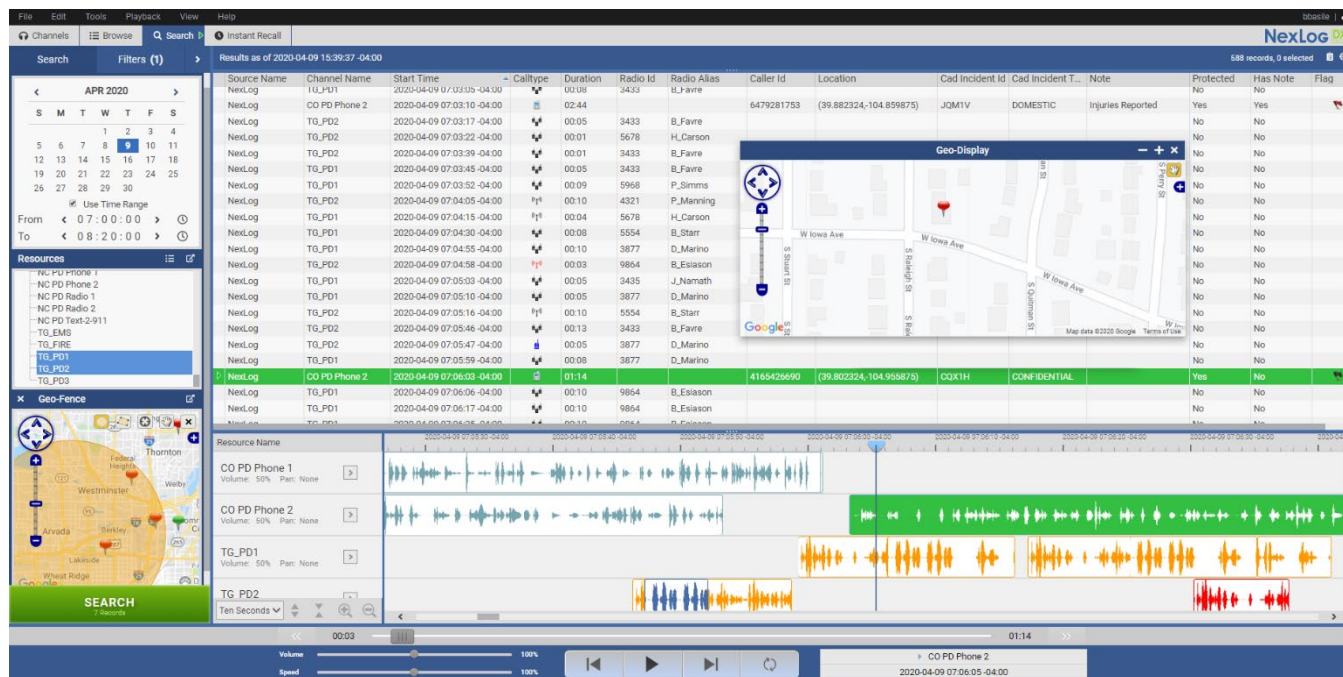
NexLog DX-Series™ Virtual Recording Software Solution



Channel Capacity*: 560 VoIP, 240+ P25. Add **DX-Series Smart Gateways** for Analog, Digital or Remote VoIP. Works with ESXi

► MediaWorks DX Software: Incident Reconstruction, Instant Recall and More!

The **MediaWorks DX**™ software option provides secure access, replay and management of audio, screen, multimedia, text and TDD recordings. It is available via web browser on PCs, tablets and phones (using secure HTML5 technology) or as a native application on a PC. MediaWorks DX provides a complete set of tools to Browse, Search, Replay, Instant Recall, Live Monitor, Reconstruct Incidents, Protect, Export and much more.

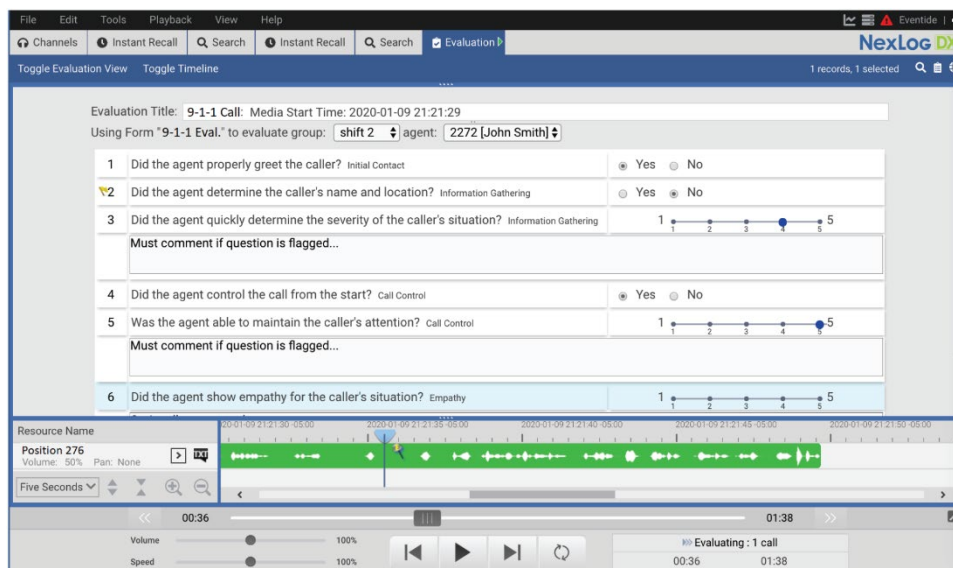


Capabilities include: Graphical Time-Line • Waveform Display • Talking Time and Date • Zoom In/Out • Loop Playback Skip Forward/Back • Playback AGC • Pitch-Corrected Variable Speed • Redact Audio • Obfuscate Audio • Audio Annotation • Text Annotation • Screen Replay • Text/SMS Replay • Multimedia Replay • Call Notes • Lock Recordings Protect Calls • Quarantine Recordings • Pop-Out Search Tools • Geo-Fence Search • Speech Search • Location Display** Location Tracking** • Multi-Parameter Search • Create Incident • Modify Incident • Attach Other Media • Split/Join Audio Clips • Restrict Access • Share Incident Folder • Pre-Set Exports • Menu Driven Export • Incident Export • Single and Multi-Recording Export • Export with Secure Standalone Player • Phone and Tablet Support • Multiple Monitor Support Configurable Layout • Dark Mode • Touch Screen Support • Accessibility Modes • Two Factor Authentication • Auditing

► **Quality Factor DX Software: Integrated Quality Assessment and Reporting**

The *Quality Factor DX™* software option facilitates a quality assurance program to fit your agency's needs. With its built-in APCO/NENA QA/QI evaluation forms, you can quickly start measuring agent performance and help to protect your center from unwarranted conformance questions.

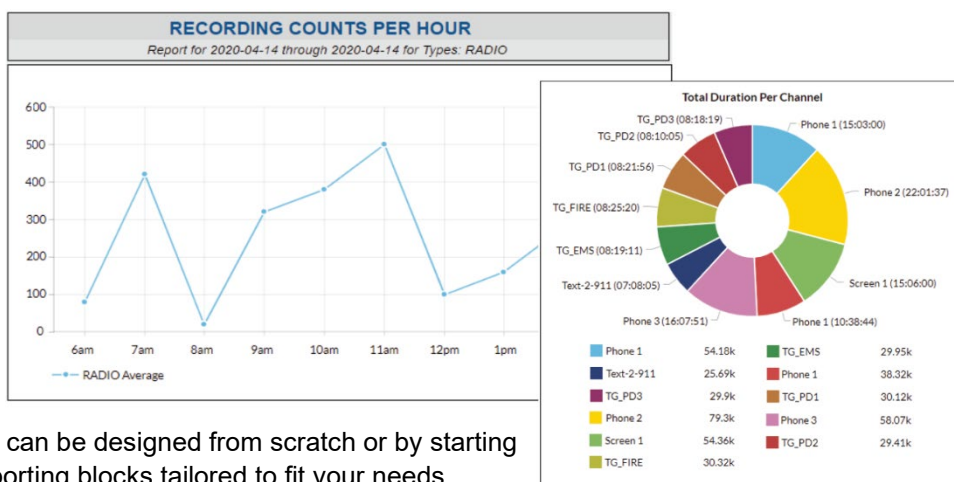
Quality Factor DX software includes a wide range of options for scoring, comments, notifications, scheduling, and reporting that can be selected to fit any agency. Add the optional *Screen Recording DX* software to get the complete picture via synchronized voice and screen replay.



► **Reporting Engine DX**

The flexible *Reporting Engine DX™* option provides directors and managers with business intelligence to help determine necessary staffing levels and workflows, and to help justify budgets. Radio traffic, 9-1-1 and administrative phone activity can all be joined into actionable reports.

Reports can be generated on a schedule and delivered via email, PDF, or viewed in a browser. Custom reports can be designed from scratch or by starting from a wide range of pre-configured reporting blocks tailored to fit your needs.



► **Screen Recording DX**

The *Screen Recording DX™* option allows you to capture high-quality videos of workstation activity that can be seamlessly synchronized with recorder audio. Supervisors can benefit by obtaining a better understanding of each agent's compliance with required practices and protocols. *Screen Recording DX* can capture the important imagery appearing on a user's PC screen, such as surveillance camera video, maps, or overlay application video. Screen recording replay can also aid during incident investigations and can help to document issues with other software.

The *Screen Recording DX* software can efficiently capture up to 20 frames per second, offers flexible bandwidth-limiting options, supports multiple displays and is compatible with modern Windows and Linux workstations.

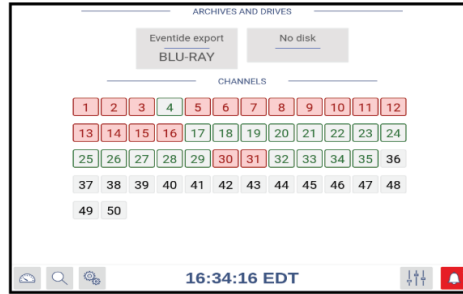
► **NexLog DX-Series Software Update Subscription (DXSUS)**

The NexLog DX-Series software continues to evolve in order to meet tomorrow's technical and security challenges, and new software versions and updates are produced on a regular basis. The *DX-Series Software Update Subscription (DXSUS™)* provides access to these important software versions and updates, which can incorporate Linux security updates, application-level security updates, and improvements to existing functionality. Each NexLog DX-Series software version is conveniently designated by its year of release, as well as its update level (example: "Version 2020.1").

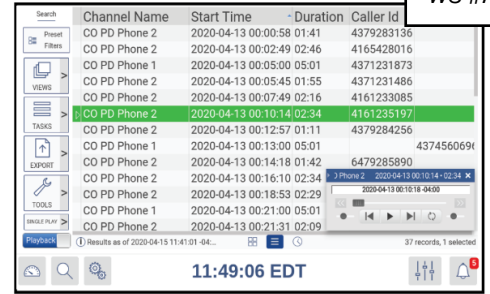
The first 12 Months of **DXSUS** coverage is included at no charge with the purchase of each DX-Series recorder, DX-Series virtual recording solution or Smart Edge Capture Device. *Yearly renewals of coverage will help assure that your NexLog DX-Series products maintain the highest levels of quality, performance, functionality and supportability.*

► LCD Touch Screen

The optional 7" multi-touch LCD screen (on the front panel) lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status, configure the NexLog DX recording system and more.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

WS #7.

► NexLog DX-Series Interoperability:

RADIO TECHNOLOGIES:

Motorola Astro 25
Motorola Dimetra IP
Motorola MotoTrbo Cap Max
Motorola MotoTrbo Cap Plus
Motorola MotoTrbo LCP
Motorola MotoTrbo IPSC
Motorola SmartNet/Zone
Motorola MDC1200
L3Harris VIDA P25
L3Harris EDACS via MGW
ISSI & OTAR for P25 Trunked
EF Johnson ATLAS P25
Tait P25 Trunked via ISSI
Tait/L3Harris DMR Tier III
Tait/L3Harris DMR Tier II
Tait MPT-IP
Sepura/Fylde DMR III
Sepura/Fylde MPT1327
ICOM iDAS Conventional
Kenwood NexEdge Trunked
ESChat PTT

9-1-1 TECHNOLOGIES:

NENA i3 SIPREC
NENA i3 SMS/MMS/Logging
Zetron MAX Call Taking
Zetron Series 3200
Intrado VIPER
Motorola VESTA
Motorola CallWorks
Emergitech IP9-1-1
TCS Solacom Guardian
MicroAutomation Omni911
RapidSOS
Carbyne 911
Priority Dispatch AQUA

CAD TECHNOLOGIES:

Southern Software
Hexagon Edge Frontier
New World Tyler
MobileTec InMotion
Motorola Spillman
Geoconex
Central Square: Inform,
Zuercher and Sungard

DISPATCH TECHNOLOGIES:

Zetron MAX Dispatch
Zetron ACOM Novus
Zetron DCS-5020
AVTEC Scout
Motorola MCC7500
Omnitronics Omnicore
L3Harris SwitchPlus IP
L3Harris Symphony
Telex Radio Dispatch
Telex IP-223 & IP-224
Catalyst IP|Console
PENTA cPCx
Cisco IPICS
CSS Mindshare
CTI RadioPro Dispatch
InterTalk Vantage DCS
iNEMSOFT Console/Gateway
SmartPTT Dispatch
JPS Interoperability Solutions

PHONE TECHNOLOGIES:

VoIP and SIP Telephones
Digital PBX Telephones
Analog Telephones
2-wire Analog lines
4-wire Analog circuits
CAMA Trunks
T1, E1, and ISDN Trunks
SIP Trunks
Cisco Built-in Bridge (BiB)
Mitel SRC

ADDITIONAL TECHNOLOGIES:

VMware
AWS Cloud Storage
Calabrio (NexLog as Gateway)
Harding Instruments DXL Intercom
GAI-Tronics Intercom
Industronic PA/GA
Thales TopSky
ThruPut ATG
Asterix IP Surveillance Data
Park Air T6 GRS
Jotron 7000 Series GRS
Rohde & Schwarz 4400 GRS

► Air Traffic Management and ED-137

NexLog DX-Series recording solutions can record all types of ATC/ATM audio sources, including controller working positions, VCCS, GRS, ambient audio, and telephones. NexLog systems fully support the ED-137B/C-Part 4 (VoIP) recording interface. Eventide actively participates in EUROCAE's Working Group 67 and the EUROCONTROL VOTE group.

► Synchronized Replay for ATC/ATM

NexLog DX-Series systems can directly record CWP screens and provide synchronized replay of both screen and audio. NexLog DX-Series recorders can also interface with Thales airspace navigation systems for synchronized replay of audio with CWP scenario replay. A DX-Series replay control API is also available.

► Redundancy

NexLog 740 DX-Series and NexLog 840 DX-Series recorders each include redundant power supplies and redundant disk drives. Redundant archiving options include NAS, Blu-ray/DVD-RAM, RDX, and removable HDD.

NexLog 740 DX-Series and NexLog 840 DX-Series recorders are available in sets of multiple units for fully redundant "Active + Active" recording, storage and archiving.



© 2020 Eventide Inc. Specifications and features are subject to change without notice. Some listed features are extra-cost options. Capacities are for DX-Series units. *Check with Eventide for mixed-type channel capacities, and for pre-sales review of digital phone, LMR, VoIP phone, and VoIP codec compatibility. **Location view & tracking functions require coordinates to be delivered to the recorder and require both Chrome browser and Google Maps.

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: Police
Date: August 7, 2023

Agenda Item: Review Of A Memorandum Of Understanding Between The City Of Moberly And Moberly Public Schools For A School Resource Officer Program.

Summary: Moberly Police Department and Moberly Public Schools have partnered with each other to establish and maintain a School Resource Officer program for over 15 years; however, neither organization was able to find any contracts, agreements or memorandum of understanding formalizing this partnership. Moberly School Superintendent Cristina Wright is requesting a formal MOU between the City of Moberly and Moberly Public Schools be approved, as a current MOU for an SRO program is a requirement to be eligible for grant opportunities. The MOU will be for the 2023-2024 school year and shall renew annually prior to the start of each school year.

Recommended Action Approve the request.

Fund Name:

Account Number:

Available Budget \$:

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

**Memorandum of Understanding
For the School Resource Officer Program between
City of Moberly Police Department and Moberly School District No. 81**

This Memorandum of Understanding (MOU) is being executed between the City of Moberly, Missouri (City) and Moberly School District No. 81 (District) for the position of School Resource Officer (SRO) in Moberly School District. The organizations agree to abide by the terms and provisions of this MOU.

This MOU shall be effective for the 2023-2024 school year and shall renew annually in June. A participating organization can terminate its agreement by providing a thirty-day written notice to the partnering organization.

PURPOSE AND MISSION

The collective mission of the organizations will be to promote the health, safety, and welfare of Moberly School District students by maintaining an SRO in the district. This officer will conduct and participate in prevention and awareness education and interact with students and staff to promote a positive, safe, and secure educational environment.

GENERAL AGREEMENT

The participating organizations may, when mutually agreed upon by all participants, seek grant funding to assist with funding the SRO position. In the event grant funding is secured, funding will be divided pursuant to the terms of the grant and according to the below formula during months when grant funding is not provided, unless terms of the grant require otherwise. In the event grant funding is not secured, the participating organizations agree to fund the salary and benefits portions of the SRO position based on the following formula: Moberly School District is responsible for paying \$30,000 over the course of the school year. The City is responsible for the remainder of the SRO's yearly salary, training, and resources. This rate shall remain fixed until the parties negotiate rate adjustments for future school years during the annual MOU review process.

Moberly School District shall pay the City an hourly rate of \$50 for any off-duty officers requested during the 2023-2024 school year. This rate shall remain fixed during the 2023-2024 school year, but the parties may negotiate rate adjustments for future school years during the annual MOU review process.

COMPOSITION

The City agrees to assign one commissioned Police Officer, as staffing allows, to the District to serve on a full-time basis, while school is in session, as an SRO. In the event that there is no Officer assigned to the SRO position due to a staffing issue, the City agrees to make good faith efforts to assign an Officer as soon as reasonably possible. The City and the District each agree to designate a member of their administrative staffs to serve as liaisons between the two organizations and to coordinate the activities and functions of the SRO.

The City shall select the Officer to serve as an SRO, subject to District approval. The selection of the Officer will be made from current or prospective employees of the City and will be solely the employee of the City. In the event an Officer selected for an SRO position does not or cannot perform in a manner satisfactory to the City and/or the District, a replacement can be assigned as soon as a qualified officer is available.

DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the SRO will be agreed upon mutually by the City and the District, and will consist of, but not be limited to, the following:

- a. Conduct and participate in drug and alcohol prevention and awareness education for students and faculty.
- b. Conduct and participate in school violence prevention and awareness training for students and faculty.
- c. Receive training regarding diversity, mental health, and social-emotional learning at least annually.
- d. Assist school officials with safety and security suggestions.
- e. Interact with students and faculty to promote a positive and secure learning environment.
- f. Enforce applicable federal, state, and local laws.
- g. When appropriate, serve as a liaison between the City, the District, and outside law enforcement jurisdictions/agencies.
- h. Comply with all applicable laws, including but not limited to the Family Educational Rights and Privacy Act (FERPS), and Moberly School District policies, including but not limited to Board Policies JO (Student Records) and JFG (Interrogations, Interviews, and Searches).

REPORTING AND COMMUNICATIONS

- a. The SRO shall forward a monthly activity report to the District Director of Safety and Security, Superintendent Cristina Wright, at the beginning of each month.
- b. The City and the District shall communicate and work collaboratively to ensure appropriate and effective reporting of crimes occurring on District property. The District shall comply with the reporting obligations of the Missouri Safe Schools Act.
- c. Moberly School District and the City shall communicate and work collaboratively during criminal investigations to avoid confusion and ensure appropriate and effective processing of cases.
- d. The Director of Safety and Security shall be notified promptly when an SRO is out of the building due to sick leave or vacation.

MANAGEMENT/SUPERVISION

The SRO will operate under the management and policies/procedures of the City. The District agrees to appoint someone of higher authority as a representative to coordinate day-to-day functions and duties of the SRO. The District may provide information regarding the performance of the SRO for purposes of the SRO's evaluations, which will be conducted by the City. When possible, the SRO will assist faculty members with the promotion and administration of the District policies/procedures. In the event a District policy/procedure conflicts with or contradicts federal/state law, the SRO will follow and enforce

applicable federal/state law. At no time will the SRO administer disciplinary action to a student on behalf of the District or City. Disciplinary action of the SRO will be the sole responsibility of the City.

GRANT ADMINISTRATION

The City agrees to fiscally administer all grant funds received for this project, which includes, but is not limited to, the completion and submission of all required reports. The District agrees to provide the City with the information and statistics necessary to complete these reports.

The City acknowledges and agrees that any funds received from the District and/or from grant funding shall not supplant any funds budgeted for positions and equipment other than the SRO position in the City.

VEHICLE

The SRO's vehicle and equipment costs are the responsibility of the City.

WORK SPACE/EQUIPMENT

The District agrees to provide the SRO with a secure work area, telephone, and computer for the completion of reports, assignments, projects, lesson plans, etc.

WORK SCHEDULE/OVERTIME/TRAINING

Normally, the work schedule for the SRO, while classes are in session, will be daytime hours, Monday-Friday. However, special events sponsored by the District may require the SRO to work some evenings/weekends. During times when the District is not in regular session, the SRO will report to the City for work assignments. The SRO will work a schedule consistent with the normal work schedule of the City. The SRO's City supervisor shall be made aware of any variations in the normal work schedule established for the SRO, including special events. Overtime will be kept to a minimum and must receive prior approval by the SRO's City supervisor. The City agrees to cover the cost of required overtime. Rescheduling for the SRO may occur during a work period. The SRO's City supervisor must approve all rescheduling. The District representative appointed to coordinate the day-to-day functions of the SRO and the City supervisor shall agree on the time the rescheduling shall take place. Sick leave and vacation taken by the SRO must receive prior approval from the City supervisor. It will be the responsibility of the SRO to notify the City supervisor and the District representative prior to sick leave and vacation being taken.

From time to time, events sponsored by or related to the City such as training, firearm qualifications, etc., will require the attendance of the SRO. The City agrees to limit, when possible, the amount of time the SRO is required to attend department related events during the normal established work schedule. The City agrees to notify the District representative of upcoming department events that require the presence of the SRO. The District agrees to cover the cost of training and related expenses that are specifically related to the Officer's responsibilities as an SRO.

DRESS CODE

The required code of dress for the SRO during working hours will be the approved official uniform of the City. This uniform requires that the SRO wear the department approved service weapon at all times.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals on the ____ day of _____, 2023.

Moberly School District No. 81

City of Moberly

Cristina Wright
Superintendent

Troy Link
Police Chief

ATTEST:

Heather Cleavinger
Board President

Shannon Hance
City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: WS #9.
 Department: Public Utilities
 Date: August 7, 2023

Agenda Item: A Discussion Regarding A Sturgeon & Rollins Water Line Project Change Order And Increase In Contract Costs.

Summary: The contractor notified the project team of this change. All quantities and work performed were verified by Utilities Department staff. During work additional materials were required over and above what was bid, and in some instances, less materials were required. This is the final change order for the Sturgeon & Rollins project directly attributable to the work contracted to be performed. This change order will increase the Sturgeon & Rollins project in the total project amount from \$1,458,975.00 to 1,479,505.00, a difference (increase) of \$20,530.

Recommended Action: Direct staff to develop a resolution for approval at the next regular council meeting.

Fund Name: EDA Grant Projects Fund

Account Number: 350.180.5408

Available Budget \$: N/A

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input checked="" type="checkbox"/> Other <u>Change Order #2</u>

Roll Call

Aye **Nay**

Mayor

M___ S___ **Brubaker** _____

Council Member

M___ S___ **Lucas** _____

M___ S___ **Kimmons** _____

M___ S___ **Jeffery** _____

M___ S___ **Kyser** _____

Passed Failed

CHANGE ORDER NO. 2

Owner: City of Moberly, Missouri
 Engineer: Jacobs Engineering Group, Inc.
 Contractor: Willis Bros. Inc
 Project: Sturgeon and Rollins Water Main Replacement
 Contract Name: Sturgeon and Rollins Water Main Replacement Construction Contract
 Date Issued: July 7, 2023
 Owner's Project No.:
 Engineer's Project No.: C5X55931
 Contractor's Project No.:
 Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description: Final quantity adjustment, see attachment

Attachments: Final quantity adjustment backup table

Change in Contract Price [State Contract Times as either a specific date or a number of days]	
Original Contract Price:	Original Contract Times:
\$ 1,454,475.00	Substantial Completion: 180 days
	Ready for final payment: 210 days
Increase from previously approved Change Order No. 1	NO CHANGE from previously approved Change Order No.1
\$ 4,500.00	Substantial Completion: 180 days
	Ready for final payment: 210 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 1,458,975.00	Substantial Completion: 180 days
	Ready for final payment: 210 days
Increase this Change Order:	NO CHANGE this Change Order:
\$ 20,530.00	Substantial Completion:
	Ready for final payment:
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 1,479,505.00	Substantial Completion: 180 days
	Ready for final payment: 210 days

Recommended by Engineer (if required)

Authorized by Owner

By: Tobin Lichti
 Title: Project Manager
 Date: July 7, 2023

Accepted by Contractor

Approved by Funding Agency (if applicable)

By:
 Title:
 Date:

Bid Item	Description	Quantity*	Unit	Unit Price	Extended Price*
2	6" PVC WATER MAIN	137.00	LF	155.00	\$ 21,235.00
3	16" PVC WATER MAIN	(97.00)	LF	150.00	\$ (14,550.00)
4	1" SERVICE - SHORT	(4.00)	EA	3,500.00	\$ (14,000.00)
6	2" SERVICE-SHORT	(1.00)	EA	4,000.00	\$ (4,000.00)
8	6" GATE VALVE & BOX	1.00	EA	2,800.00	\$ 2,800.00
13	16" GATE VALVE & BOX	2.00	EA	11,000.00	\$ 22,000.00
15	ADDITIONAL TIE IN	1.00	LS	7,045.00	\$ 7,045.00
Net Change					\$ 20,530.00
Project Cost with Change Order 1					\$ 1,458,975.00
Total Project Cost incorporating this Change Order					\$ 1,479,505.00

*Quantity and Extended Price in parenthesis indicate negative value