

**NOTICE OF OPEN MEETING & VOTE TO  
CLOSE PART OF THE MEETING  
A G E N D A  
COUNCIL MEETING  
City of Moberly  
City Council Room – Moberly City Hall  
101 West Reed Street  
October 03, 2022  
6:00 PM**

**Posted:**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Approval of Minutes**

- 1.** Approval Of The September 19, 2022, City Council Meeting Minutes.

**Recognition of Visitors**

**Public Hearing and Receipt of Bids**

- 2.** Receipt Of Bids For Roof Repair At Omar N. Bradley Airport.

**Consent Agenda**

- 3.** A Resolution Accepting The Bid Of And Authorizing Contracting With Bleigh Construction Company For Ball Field Improvements At Howard Hills Athletic Complex.
- 4.** A Resolution Authorizing The City Manager To Contract With Xpress Solutions, Inc., For Bill Presentment And Credit Card Processing For City Services.

**Ordinances & Resolutions**

- 5.** A Resolution Authorizing The Submission Of Applications For ARPA Community Revitalization Grant Funding.
- 6.** A Resolution Accepting The Bid Of David Allen Construction, LLC., And Authorizing Contracting For Roof Repair At Omar N. Bradley Airport.
- 7.** A Resolution Accepting Permanent Sewer Easements From Various Owners For The Route JJ Regional Sewer Project.
- 8.** A Resolution Authorizing An Amendment To The EDA Financial Assistance Award For Infrastructure Improvements.
- 9.** A Resolution Authorizing The City Manager To Execute Various Agreements Ancillary To The Xpress Solutions, Inc., Gateway Administrative Services Agreement.
- 10.** A Resolution Accepting Permanent Water Line Easement From Senevey Properties, LLC.
- 11.** A Resolution Authorizing The City Manager To Execute A Collateral Control Agreement With Central Trust Bank And US Bank National Association.
- 12.** A Resolution Authorizing The Submission Of Applications For ARPA Community Revitalization Grant Funding.
- 13.** A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

**Anything Else to Come Before the Council**

- 14. Consideration Of An Appointment To The Electrical Board.
- 15. Consideration Of An Appointment To The Fire Prevention Board.
- 16. Consideration Of Appointments To The Moberly Crossings Community Improvement District Board.

**Adjournment**

- 17. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status of Legal Actions and Negotiated Contracts. (Closed Statute 610.021) (1,12)

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

September 19, 2022  
City of Moberly, Missouri Council Minutes

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

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

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

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

A motion was made by Kimmons and seconded by Lucas to approve the minutes of the September 6, 2022, Council meeting as presented. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Mayor Jeffrey presented a Proclamation for Domestic Violence Awareness Month to members of Safe Passage.

A request was received by the Moberly Senior High School for permission to hold the 2022 Moberly Homecoming Parade on September 30, 2022, beginning at 3:00 p.m. The lineup for the parade will be in the 600 block of Adams Street and will continue west into the 700 and 800 blocks of West Reed Street. The Parade will travel east from Adams and Johnson Streets onto West Reed Street to Clark Street, turning left, and traveling north onto Clark Street to Coates Street, then turning left onto Coates Street, then traveling west to Coates and Johnson Streets and disbanding. Moberly Schools requests traffic assistance along the parade route. A motion was made by Kyser and seconded by Kimmons to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

A request was received by Jeremy Kitchen to hold the annual 2022 Cowboys for Christmas Parade on November 5, 2022, beginning at 12:00 p.m. The parade will begin at the Lodge in Rothwell Park and travel south on Rothwell Park Road, across the dam to Holman Road, turning left onto Holman Road and traveling north to Concannon Street, turning right on Concannon Street and turning left and traveling east to Johnson Street, then south to West Rollins Street, turning right on West Rollins Street and traveling west to College Avenue and traveling south to Fisk Avenue. Then turning right and traveling west on Fisk Avenue to Rothwell Park Road at the maintenance building. Turning right and then return to the Lodge on Rothwell Park Road. Participants will be on horseback or riding in horse drawn conveyances. A motion was made by Kimmons and seconded by Brubaker to approve the request. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

The following bids were received for Four (4) Rifle Rated Level III Ballistic Shields for the Moberly Police Department: **Venture Ballistics** - Venture Robo LV1 III, which is a 20x36 #32 notched style shield, \$2,995, weighing 32 pounds with shipping cost to be determined; **Hardwire LLC** - Hardwire Lvl II Tactical, which is a 20x30 #25 rectangle shaped shield, \$2,339.10 per unit, weighing 25

pounds with \$263.36 shipping costs; **Pro-Tech** - Protech LVL III Phalanx 20x30 #26 notched shield, \$7,971 per unit, with shipping cost to be determined; **Pro-Tech** - Protech LVL III Striker, which is a 20x34 #19 notched style shield with a base per unit cost of \$3,999; **Bulletproofit.com** - Bulletproofit.com Lvl III WMX3RFT, which is a 24x36 #25 notched shield weighing 25 pound, \$5,500 per unit with \$150 in shipping costs. A motion was made by Kyser and seconded by Kimmons to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

The following bids were received for an incinerator for the Moberly Police Department: **GEI Works** 55-gallon stainless steel drum, 38" (D) x 26.5" (W) x 45" (H), Little HELIOS barrel burner, \$6,844.79 (shipping included); **Elastec** DRUG TERMINATOR 110V, painted tubular steel frame, 36" x 26", \$5,090 (shipping included); **Fire Lake Mfg** Model A200, \$12,900. A motion was made by Kimmons and seconded by Brubaker to accept the bids. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Mayor Jeffrey asked to entertain any motions to remove an item from the Consent Agenda for discussion. Hearing none, Mayor Jeffrey asked for a motion for the Consent Agenda to be read. Lucas made a motion for City Clerk, Shannon Hance, to read the consent agenda. Kyser seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

**Resolution R1333: "A RESOLUTION ACCEPTING THE BID OF HARDWIRE, LLC FOR FOUR BALLISTIC SHIELDS IN THE TOTAL AMOUNT OF \$9,619.76"**

**Resolution R1334: "A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES WITH RETAIL STRATEGIES, LLC"**

**Resolution R1335: "A RESOLUTION ACCEPTING THE BID OF GEI WORKS FOR AN INCINERATOR FOR THE MOBERLY POLICE DEPARTMENT"**

**Resolution R1336: "A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE CITY MANAGER TO CONTRACT WITH L & J DEVELOPMENT, INC FOR INSTALLATION OF A BILL PAYMENT KIOSK AT CITY HALL"**

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

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE ADOPTING THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION TO APPROVE THE RE-ZONING APPLICATION OF ALEX MEYER AND STEVEN ELDER FOR PROPERTY LOCATED AT 1507 AND 1535 HUNTSVILLE ROAD"** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote

on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker introduced a bill for an ordinance entitled: **"AN ORDINANCE REPEALING SECTION 18-60 OF THE CITY CODE AND IN LIEU THEREOF ADOPTING A NEW SECTION 18-60, 2021 INTERNATIONAL FIRE CODE"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Lucas moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kimmons introduced a bill for an ordinance entitled: **"AN ORDINANCE REPEALING ORDINANCES 8850 AND 9157 AND IN LIEU THEREOF ADOPTING A NEW ORDINANCE TO INCORPORATE INTERNATIONAL CODES BY REFERENCE INTO THE CITY CODE"** and moved that the bill be read two times by title for passage. Brubaker seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kimmons moved that the bill be enacted into an ordinance. Kyser seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Lucas introduced a bill for an ordinance entitled: **"AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT FOR INFILL DEVELOPMENT WITH JOHNSTON BUILDERS, LLC"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Lucas moved that the bill be enacted into an ordinance. Kimmons seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kyser introduced a bill for an ordinance entitled: **"AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH JOSEPH W. AND LISA M. WASOWICZ AND ACCEPTING EASEMENTS FOR THE URBANDALE PILLARS"** and moved that the bill be read two times by title for passage. Kimmons seconded the motion, and upon said motion the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The bill having previously been made available for public inspection was read by title two times. Kyser moved that the bill be enacted into an ordinance. Brubaker seconded the motion. The presiding officer having called for a vote on the motion, the vote was as follows: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker introduced **"A RESOLUTION ACCEPTING THE PROPOSAL FROM WSKF, INC., TO PERFORM PRELIMINARY DESIGN WORK ON A PROPOSED FIRE STATION AND REMODELING OF FIRE STATION #1"** and made a motion for it to be read. Lucas seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was

read by title one time. A motion was made by Lucas and seconded by Kyser to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kimmons introduced **"A RESOLUTION OF THE CITY OF MOBERLY, MISSOURI, ACCEPTING A FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT AWARD FOR THE PURCHASE OF TURNOUT GEAR ENSEMBLES FOR THE MOBERLY FIRE DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBAWARD AGREEMENT"** and made a motion for it to be read. Brubaker seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Brubaker and seconded by Kimmons to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Lucas introduced **"A RESOLUTION ACCEPTING PERMANENT SEWER EASEMENTS FROM VARIOUS OWNERS FOR THE ROUTE JJ REGIONAL SEWER PROJECT"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Kyser introduced **"A RESOLUTION AUTHORIZING AND ACCEPTING A CHANGE ORDER TO THE AGREEMENT WITH SAFESLIDE RESTORATION FOR FLUME REPAIR"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Lucas to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Brubaker introduced **"A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$655,586.08"** and made a motion for it to be read. Kimmons seconded the motion. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none. The Resolution bill having previously been made available for public inspection was read by title one time. A motion was made by Kimmons and seconded by Brubaker to adopt the Resolution. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Monthly reports were received from various departments.

Mr. Lucas commented that the Gus Macker/Junk Junction in Downtown Moberly was well attended over the previous weekend.

Mr. Kimmons commented that the Splash Pad seemed to be bringing more families downtown.

A proposal from the Tourism Advisory Commission was received for \$1,000 for 5 years for the Moberly School District video scoreboard. A motion was made by Kimmons and seconded by Lucas to approve the proposal. Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

Members from the News Media were: Colin Schowe, Kwix Kres Radio Station and Wynona Whitaker, Moberly Monitor Index.

A motion was made by Kyser and seconded by Lucas to adjourn to a work session followed by a closed session to discuss the status of privileged communication. (Closed Statute 610.021) (1). Roll call vote: Ayes: Jeffrey, Brubaker, Kimmons, Kyser and Lucas. Nays: none.

A closed session was held.

Mayor Jeffrey reopened the meeting.

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

### **Work Session**

The following was discussed at the work session:

Consideration Of An Appointment To The Electrical Board. *Deb Derboven with Ameren, MO resigned. Brian Blackburn has applied.*

Appointment To The Fire Prevention Board. *Darryl Rasmussen's term will expire in 2022 and he has expressed interest in continuing to serve another 5-year term.*

MACC Ball Field Improvements. *Bids were solicited. Moberly Area Community College is paying for the improvements.*

A Resolution Authorizing The City Manager Of Moberly, Missouri To Execute An Agreement With Xpress Bill Pay To Provide Water & Sewer Customer Bill Presentment, Credit Card Processing, And Other Electronic Money Consolidation Services.

# City of Moberly City Council Agenda Summary

Agenda Number: #2.

Department: Public Works

Date: October 3, 2022

**Agenda Item:** Receipt Of Bids For Roof Repair At Omar N. Bradley Airport.

**Summary:** The roof on the second floor of the airport offices has been damaged from wind uplift and it is causing water to pool on the roof. Additionally, some wood has been placed under the roof material to allow antennas to be screwed down and this is also ponding water and it has developed some leaks in these areas. The roof needs replaced, and some underlying wood will have to be repaired. We are in a situation where we are installing new metal siding on the building and have most of the metal on the building and need to finish but have determined the roof is beyond repair and has to be torn off and replaced before we can complete metal, as tear off and tossing materials over the side would damage the new metal.

We need to get this completed quickly and have tried to get bids from multiple area roofing contractors. We have bids from **JD Roofing** for a membrane roof for \$21,000, **David Allen** for a membrane roof for \$19,300 and a GACO fully adhered roof for \$16,500, with a 25-year warranty. We also were trying to get a bid from **Beaverson** as he has completed most of the other roofs out there, however he didn't want to complete the tear off. He gave us a price of \$12,750 to install a mule hide membrane roof with 20-year warranty, but we would probably have \$4-5K+ in getting old roof torn off and disposed of, if we could find a contractor to do it.

I have an e-mail from Richard Warren recommending that we select the GACO roof product, as it is a fully adhered surface and wouldn't be subject to the wind uplift problems we have been having on other roofs out there.

Staff is recommending selecting the lowest complete bid of David Allen for the roof replacement on the airport offices for \$16,500. Due to timing, we are asking that it move to the main agenda at the upcoming meeting

**Recommended**

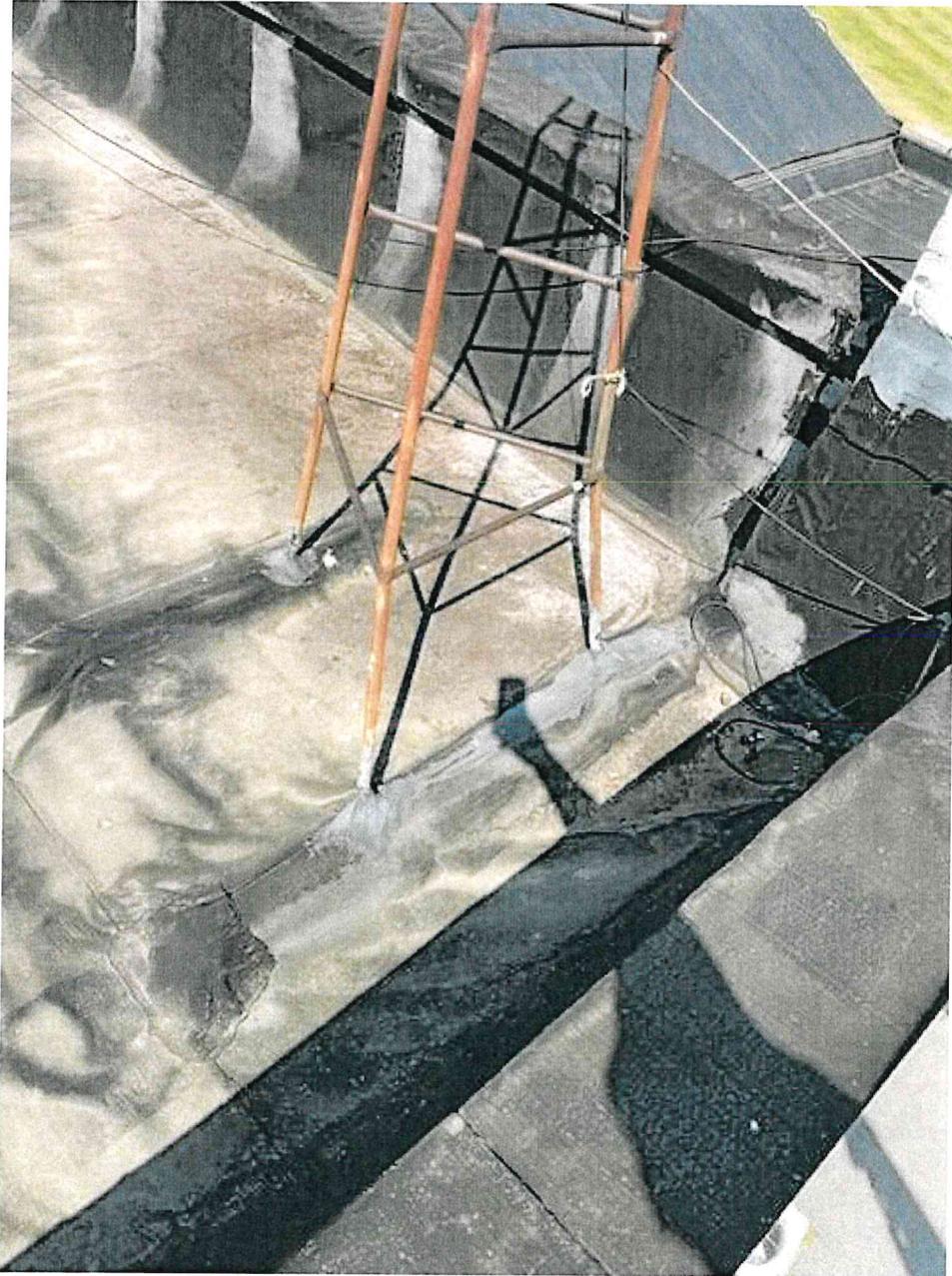
**Action:** Accept this bid

**Fund Name:** Airport Building Maintenance

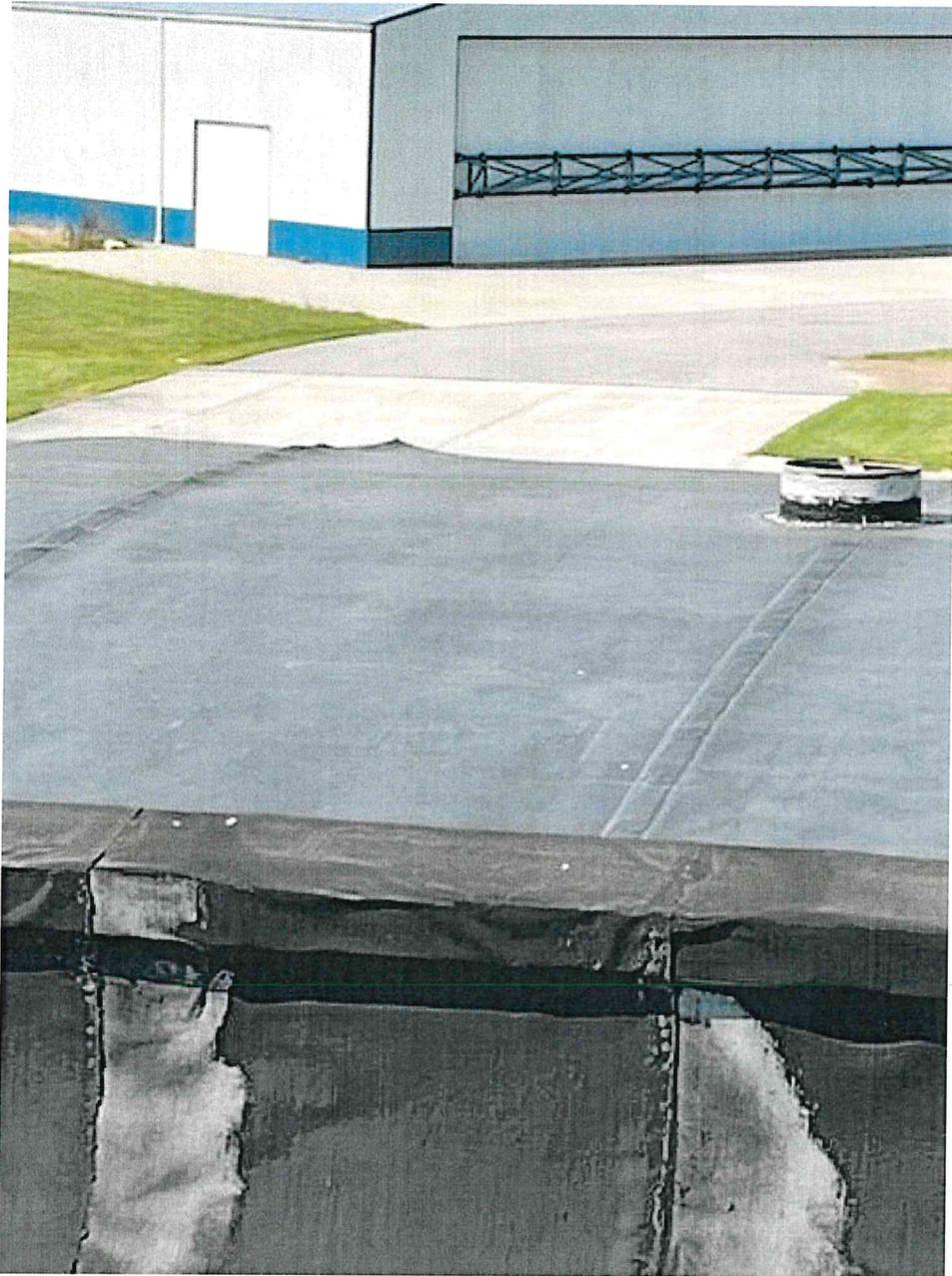
**Account Number:** 120.000.5300

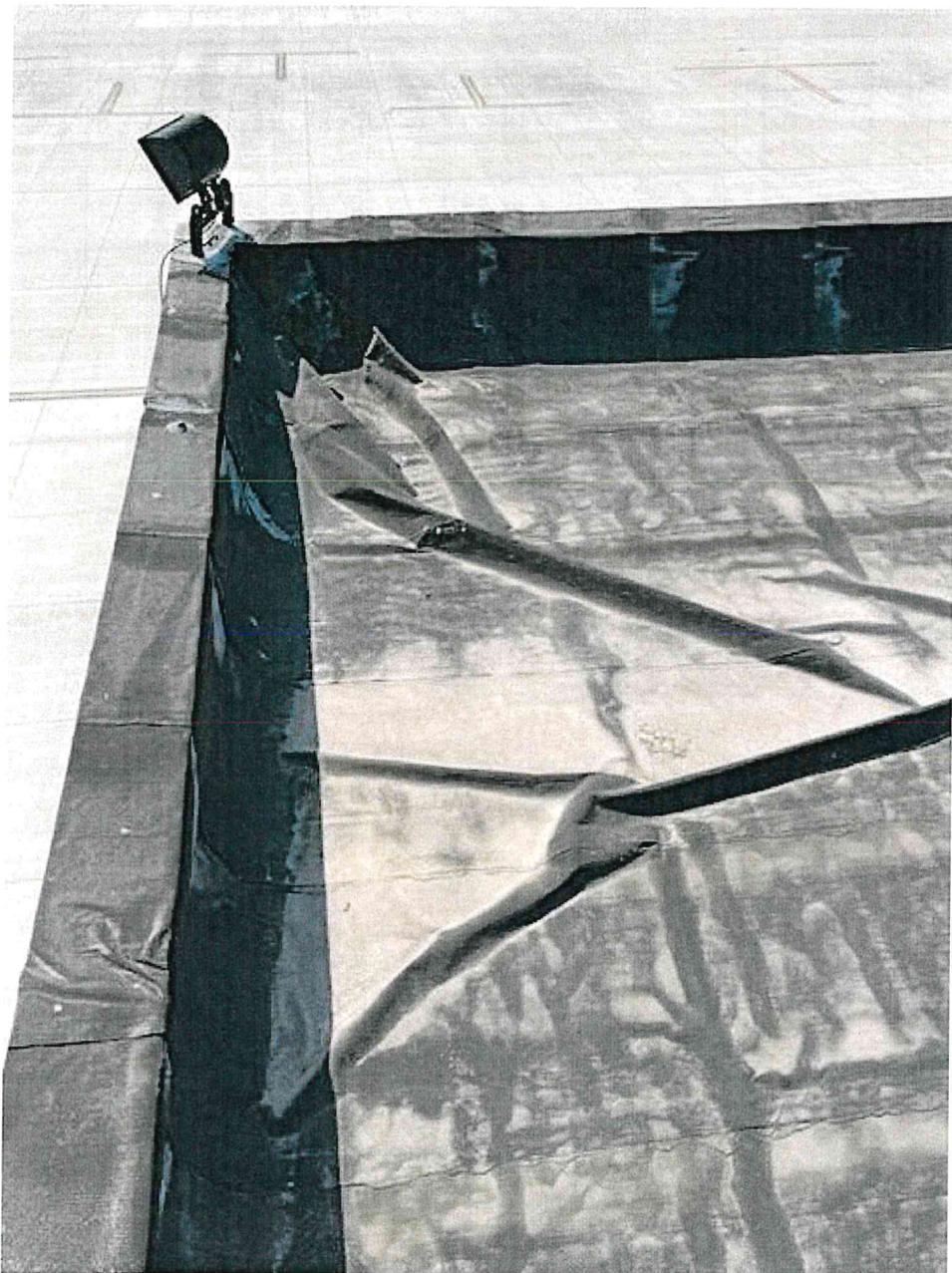
**Available Budget \$:**

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









Tom



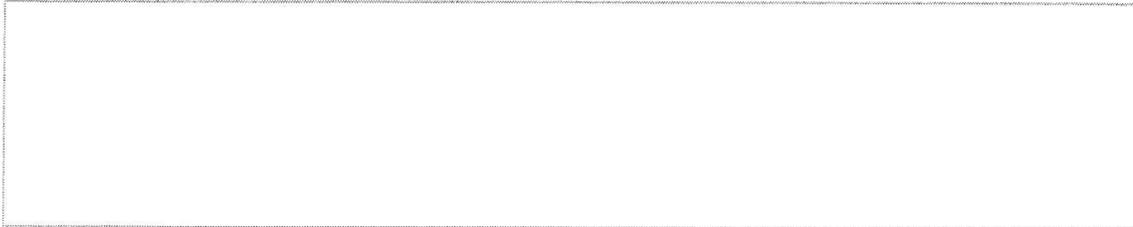
Richard Warren <rwnailit@gmail.com>

**airport roof bid**

3 messages

**todd beaverson** <beaverson27@gmail.com>  
To: "rwnailit@gmail.com" <rwnailit@gmail.com>

Fri, Sep 16, 2022 at 5:29 PM



- SEE LAST PAGE, CONTRACTOR  
WOULD NOT BID TEAR OFF

City of Moberly

Roof at Airport

This bid includes all materials and labor to perform the following work:

1. We will install 1/2" wood fiberboard over the new wood deck and screw it in place.
2. We will install TPO membrane over the insulation board and glue it in place. The membrane will run up the side walls to the outer edge of the parapet wall.
3. This bid includes the cost of having the roof inspected and certified by Mule-Hide company to receive a 20-year warranty.

The total cost to perform all work as stated above would be: \$12,750.00

Thank You,

DOES NOT INCLUDE TEAR OFF

Todd Beaverson

**Richard Warren** <rwnailit@gmail.com>  
To: todd beaverson <beaverson27@gmail.com>

Sat, Sep 17, 2022 at 7:45 AM

How much more if you did tear off?  
[Quoted text hidden]

**todd beaverson** <beaverson27@gmail.com>  
To: Richard Warren <rwnailit@gmail.com>

Wed, Sep 21, 2022 at 6:49 AM

#2.

we don't want to do the tear-off  
[Quoted text hidden]

Prices you can afford, Quality you can trust

**ESTIMATE**

JD Quality Roofing LLC  
4369 Hwy T  
Clark, MO 65243  
(573) 881-2705

**Sales Representative**  
Jonas Stutzman  
(573) 881-2705  
jonas@jdqualityroofs.com



**David Allen**  
**Moberly, MO**  
**(660) 833-9062**

Estimate #	1160
Date	9/13/2022

Moberly MO

Item	Description	Amount
60 mil pvc roof	Remove and dispose of 2 layers of existing roof materials. Fix any old decking that is soft, (for an additional rate of \$45.00 per man hr. plus cost of materials) Apply fiber board and slip sheet on entire roof 60 mil Single-ply TPO Membrane System will be installed on entire roof and parapet walls, overlapping seams in direction of water run off, seams will be heat welded. Flash all penetrations properly.	\$21,000.00

We propose to furnish materials and labor in accordance with above specifications for the sum of: \$21,000.00

All material is to be guaranteed as specified. All work is to be completed according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Bid may be withdrawn if not signed within 30 days.

<b>Sub Total</b>	\$21,000.00
<b>Total</b>	\$21,000.00

Contractor carries \$1,000,000.00 insurance policy.

Authorized Signature Jonas Stutzman

-  
Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Terms of payment: 1/3 on contract acceptance 1/3 when materials are delivered, and balance on completion of job.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Payments will be made as outlined above.

Authorized Signature David Allen

-  
Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**CUSTOMER NOTE**

Contractor will warranty labor and materials for 15 yrs (non-prorated and renewable)  
Thank You.



Richard Warren <rw nailit@gmail.com>

## Airport roof bid

1 message

David Allen <dacbuild@gmail.com>

Tue, Sep 13, 2022 at 10:27 AM

To: rw nailit@gmail.com

We will install a new EPDM rubber roof on the top of the airport office building.

We will remove all old roofing material and install new overlay board over top of the existing decking in the roof. If any rotten material is needing fixed it will be a time and material addition with a rate of \$100/ hour.

\*Total cost to do project is \$19,300

For a second option we can remove the old rubber roof and install a gaco roof coating which has a 25 year warranty that comes with it for \$16500

Sent from my iPhone

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #3.

Department: Parks

Date: October 3, 2022

**Agenda Item:** A Resolution Accepting The Bid Of And Authorizing Contracting With Bleigh Construction Company For Ball Field Improvements At Howard Hills Athletic Complex.

**Summary:** Advertisement was made, direct solicitations were sent, and two bids were received for the MACC improvements (dugouts, batting cages, bullpens) on their game fields. These improvements are to enable the current fields which meet the public needs for our youth and adult co-ed ball program to meet the requirements and needs for college ball.

The bids came in higher than engineering estimates. MACC prefers moving forward with the low bidder - Bleigh. Because MACC is reimbursing 100% of the funds to the City for these projects that benefit their program, the staff recommendation and Park Board vote was for Bleigh – the low bidder – based on MACC’s recommendation and preference.

**Recommended**

**Action:** Approve the Resolution.

**Fund Name:** Athletic Complex – Capital Improvement

**Account Number:** 115.048.5502

**Available Budget \$:** \$295,175.00

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

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

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

**A RESOLUTION ACCEPTING THE BID OF AND AUTHORIZING CONTRACTING WITH BLEIGH CONSTRUCTION COMPANY FOR BALL FIELD IMPROVEMENTS AT HOWARD HILS ATHLETIC COMPLEX.**

**WHEREAS**, the Parks and Recreation Department solicited bids from qualified contractors to make ball field improvements for the Moberly Area Community College game fields at Howard Hils Athletic Complex; and

**WHEREAS**, two responses were received with the bid of Bleigh Construction Company in the amount of \$493,000.00 being the lowest responsible bid for material, equipment and labor to construct dugouts, bullpens and batting cages; and

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

**NOW, THEREFORE**, the Moberly, Missouri, City Council accepts the bid of Bleigh Construction Company and authorizes the City Manager to contract for improvements to the MACC game fields at Howard Hils Athletic Complex and to take such other and further actions necessary to carry out the intent of this Resolution.

**RESOLVED** this 3rd day of October, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

# MACC Ball Field Improvements

## CITY OF MOBERLY

### "BID OPENING"

Date: 9/9/22, 2 pm

L&J Development Inc \$ 504,988.<sup>00</sup>

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

Bleigh Construction Co. \$ 493,000.<sup>00</sup>

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

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

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

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

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

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

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

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

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

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

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

# MACC Ball Field Improvements

CITY OF MOBERLY

## "BID OPENING" Sign-In Sheet

Date: 9/9/2022 . 2pm

Name

Company

Shannon Hance

City of Moberly

Danny Thomas

Bleigh Const. Co.

JEFFREY LAWRENCE

L&J DEVELOPMENT

Ryan Long

L&J Development

Jacob Burton

City of Moberly

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

September 9, 2022

City of Moberly  
Attn: Shannon Hence  
City Clerk  
Moberly City Hall  
101 West Reed Street  
Moberly, MO 65270

**RE: MACC Ball Field Improvements**

Bleigh Construction proposes to furnish material, equipment, and perform all labor necessary to construct the dugouts, bull pens and batting cages per the engineer drawings.

Bleigh Construction proposes to execute the above work for the lump sum total of **\$493,000.00.**

If incimate weather prohibits construction activities, Bleigh Construction proposes alternate pricing to house and heat the current construction activity in order to keep the project moving forward for the lump sum total of **\$40,000.00.**

All work was figured to be performed during normal business hours. If you have any questions, or need further information, please give us a call. Thank you for the opportunity to provide pricing for this project.

We acknowledge 3 addenda.

Sincerely,



Louis Vannatta  
Vice-President  
Bleigh Construction Company



Company ID Number: 181025

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Bleigh Construction Company** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 181025

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

**Employer Bleigh Construction Company**

**Penny S Chaney**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/15/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/15/2009

Date

# L&J Development Inc

September 9, 2022

MACC Ball Field Improvements  
Howard Hills Athletic Complex  
Highway 24 West  
Moberly, MO 65270

We recognize 3 Addendums issued by Owner or their Design Team.

Our Bid Price is **\$504,988.00** for the work.

Bid Includes a Performance and Payment Bond.

Our bid is good for Sixty days from September 9, 2022.

A copy of our breakout is attached for clarification.

Sincerely,



Jeffrey W. Lawrence  
President

BUDGET COST ESTIMATE



801 N Morley Street - PO Box 715  
 Moberly, Missouri 65270  
 (660) 269-8008  
 www.ljdevelopment.com

Date: September 8, 2022

Project No. L&J Job #1282  
 Project: City of Moberly  
 MACC Ball Field Improvements  
 101 West Reed Street  
 Moberly, MO 65270

Prevailing Wage: Yes  
 Materials Taxable: No

Description	Quantity	Unit	Division Sub-Totals	Notes:
Payment and Performance Bond ( 3.5%)	3.50%	LS	\$16,905.00	Payment and Performance Bond
<b>1.000 General Conditions</b>				
1.040 - Project Supervision	3	MTH		L & J Development
1.060 - Permits				By City of Moberly
1.515 - Temporary Toilet	3	MTH		A-1 Containers
1.590 - Field Office & Storage Storage Trailer	3	MTH		L & J Development
1.700 - Clean-up				
Daily Cleaning	30	HR		L & J Development
Supplies	1	LS		
1.708 - Dumpster / Dump Fee				
20 Yrd. Dumpster	3	TRIP		A-1 Containers
Dump Fee (Solid Waste)	5	TN		
Equipment Use Fee ( 20 Yrd.)	3	EA		
1.900 - Small Consumables & Equipment Rental for work	1	LS		Consumable Items
<b>Division 1.000 General Conditions Total:</b>			<b>\$36,100.00</b>	
<b>2.000 Sitework</b>				
2.310 - Grading - Finish & Rough	1	LS		L&J Development
<b>2.630 - Storm Drainage System</b>				
8" Corrugated HDPE PIPE 20'	4	EA		Menards
8" Coupler	4	EA		
12" Coupler	1	EA		
12" Corrugated 3-Part Elbow	1	EA		
12" to 8" Reducer	1	EA		
12" Round Area Drain	1	EA		
Gravel to backfill trench	1	LS		
Labor to Install	10	HR		L&J Development, Inc.
Equipment to Install	10	HR		L&J Development, Inc.
<b>2.750 - Concrete Paving</b>				
Sub-Contract	160	SF		Path to Visitor's Dugout on Softball Field
4", 6x6 6/6 WWF, over 4" Base				
<b>2.820 - Fences/Gates/Guardrails</b>				
Better Baseball Fencing	1	LS		Fence for Front of Dugouts
Freight:	1	LS		
Labor to Install	80	HR		L&J Development
<b>2.920 - Seed, Straw, or Sod</b>				
Batting Cages/Bullpens	10000	SF		4 Acres Nursery
<b>Division 2.000 Sitework Total:</b>			<b>\$23,833.00</b>	
<b>2.200 Demolition</b>				
2.220 - Demolition				
Demo Existing Dugouts	25	LS		L&J Development

Description	Quantity	Unit	Division Sub-Totals	Notes:
Moving the Existing bleachers	20	HR		L&J Development
<b>Division 2.200 Demolition Total:</b>			<b>\$7,560.00</b>	
<b>3.000 Concrete</b>				
<b>3.100 - Footing System, Concrete</b>				
Sub-Contract				
Footing 8"x30" (Dugouts)	414	LF		
Footing 18"x30" (Batting Cages)	64	LF		
Footing 8"x30" (Batting Cages)	258	LF		
<b>3.300 - S.O.G. System, Concrete</b>				
Sub-Contract	5410	SF		
4" Conc./4" Base, Reinf., Forming, VB & Labor				
<b>3.600 - Grouting (Under Steel Columns)</b>				
	1	LS		L&J Development
<b>Division 3.000 Concrete Total:</b>			<b>\$77,347.00</b>	
<b>4.000 Masonry</b>				
<b>4.100 - Masonry</b>				
Sub-Contract	1	LS		Harrison Masonry
Split-Face CMU, 8"x16"x8"				
Rebar for Reinforcement #4 @ 24"	1	LS		RebarCo
Pre-Cast Sill (8"x 6")	12	LF		
<b>Division 4.000 Masonry Total:</b>			<b>\$110,394.00</b>	
<b>5.000 Steel</b>				
<b>5.800 - Lintels &amp; Misc. Steel</b>				
Labor to install Column Anchors	80	HR		L&J Development
Labor to install Columns, Beams, & Lintels				
<b>Division 5.000 Steel Total:</b>			<b>\$17,940.00</b>	
<b>6.000 Wood &amp; Plastics</b>				
2x4x16' ACQ	14	EA		Menards
2x8x12' ACQ	170	EA		Menards
2x8x16' ACQ	72	EA		Menards
2x12x20' ACQ	24	EA		Menards
23/32"x4'x8' Exterior Grade	88	EA		Lowe's
1/2" Dia L-Bolt	58	EA		Lowe's
H 2.5 Clips	340	EA		Lowe's
1/2" Carriage Bolt 8"	24	EA		Lowe's
1/2" Flat Washer	24	EA		Lowe's
1/2" Nut	24	EA		Lowe's
Fasteners & Adhesives	1	LS		
Labor to Frame	240	HR		L & J Development
<b>Division 6.000 Wood &amp; Plastics Total:</b>			<b>\$35,527.00</b>	
<b>7.000 Thermal &amp; Moisture Protection</b>				
<b>7.310 - Shingle Roof</b>				
30# Felt 216SF/RL	14	RL		Lowe's
Labor to Install	29	SQ		L & J Development
<b>7.600 - Flashing &amp; Sheetmetal</b>				
Drip Edge, 10'	56	EA		Lowe's
<b>7.715 - Soffit &amp; Fascia</b>				
Fiber Cement Fascia	44	EA		Menards
Vented Soffit	16	EA		Menards
J Channel	18	EA		Menards
Labor to Install	120	HR		L & J Development
<b>Division 7.000 Thermal &amp; Moisture Protection Total:</b>			<b>\$18,165.00</b>	

Description	Quantity	Unit	Division Sub-Totals	Notes:
<b>8.000 Doors &amp; Windows</b>				
8.100 - Hollow Metal Doors & Frames				CDF
HM Door 101 w/ Frame & Hardware	4	EA		
HM Door 102, 103 w/ Frame & Hardware	6	EA		
Freight/Fees	1	LS		
Labor to Install	30	HR		L & J Development
8.500 - Polycarbonate Windows				
Aluminum Sliding Window 6'x4'	2	EA		JB's Glass
<b>Division 8.000 Doors &amp; Windows Total:</b>			<b>\$22,469.00</b>	
<b>9.000 Finishes</b>				
9.900 - Painting & Staining				
Paint Exterior Fiber Cement & Exposed Steel	40	HR		L&J Development
Exterior Paint 5-Gallon	1	EA		Lowe's
Rust-Oleum C9578 Coal Tar Epoxy Base	4	GAL		
Rust-Oleum C9578 Coal Tar Epoxy Activator	4	GAL		
Paint Exterior Doors and Frames	10	EA		L & J Development
<b>Division 9.000 Finishes Total:</b>			<b>\$7,654.00</b>	
<b>11.000 Equipment</b>				
11.480 - Athletic Equipment				
Aluminum Player Bench w/ Shelf 15'	8	EA		Beacon Athletics
TUFFframe PRO Batting Cage Baseball	1	EA		Beacon Athletics
TUFFframe Elite Batting Cage Softball	1	EA		Beacon Athletics
40oz Nylon Blend Turf 15'x72'	2	EA		Beacon Athletics
40oz Nylon Blend Turf 15'x57'	1	EA		Beacon Athletics
Hitting Mat w/ Home Plate	2	EA		Beacon Athletics
Champro 3-Spike Pitchers Rubber	8	EA		Beacon Athletics
Beacon Freight	1	LS		Beacon Athletics
Sportsfield Specialties Cubby Unit	4	EA		Sportsfield Specialties
Roberts Outdoor Turf Adhesive 4-Gal	31	EA		Home Depot
Labor to Install	200	HR		L & J Development
<b>Division 11.000 Equipment Total:</b>			<b>\$109,512.00</b>	
<b>16.000 Electrical</b>				
16.100 - Electrical				
Sub-Contract	1	LS		Local Electrician
16.500 - Light Fixtures				
Lumark CLCS15	18	LS		Elliot Electric
<b>Division 16.000 Electrical Total:</b>			<b>\$21,582.00</b>	
<b>Total of this Estimate:</b>			<b>\$504,988.00</b>	

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Finance  
 Date: October 3, 2022

#4.

**Agenda Item:** A Resolution Authorizing The City Manager To Contract With Xpress Solutions, Inc., For Bill Presentment And Credit Card Processing For City Services.

**Summary:** Xpress Bill Pay is a highly recommended add-on component service that will interface with Caselle. Numerous Caselle customers use it and are very satisfied with their services. Xpress Bill Pay will allow City of Moberly customers to create an account that will find all amounts due to the City regardless of the origin (water/sewer, business license, permits, etc.) and allow payment of those amounts with a few simple mouse clicks. It also can convert all bank bill payments into electronic payments and post those directly to the customer accounts instead of staff having to process the dozens of bank bill pay paper checks received each month. It will also tie into our customer service kiosk machine and roll all of that activity into the daily payment posting batch, eliminating another manual process. This is the service we have been desiring for years, saving us time and effort, and providing a much more user-friendly interface for our customers.

**Recommended Action:** Approve the resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTRACT WITH XPRESS SOLUTIONS, INC., FOR BILL PRESENTMENT AND CREDIT CARD PROCESSING FOR CITY SERVICES.**

**WHEREAS**, the Utility Department sought proposals from interested vendors to provide a service that would interface with Casselle to give water and sewer customers a bill presentment, credit card processing and other electronic money consolidation services; and

**WHEREAS**, the proposal of Xpress Solutions, Inc., (“Xpress”) was the lowest responsible bid; and

**WHEREAS**, attached hereto is the Gateway and Administrative Services Agreement (“Agreement”) from Xpress to provide water and sewer customers a means of paying their City bills; and

**WHEREAS**, staff recommends acceptance of the Agreement.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the Agreement and authorizes the City Manager to execute the Agreement on behalf of the City and to take such other and further actions necessary to carry out the purposes of this Resolution.

**RESOLVED** this 3rd day of October, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

# xpress BILL PAY

## Gateway and Administrative Service Agreement

This Gateway and Administrative Service Agreement is entered into this 3<sup>rd</sup> day of October, 2022, by and between Xpress Solutions, Inc. ("Xpress") and City of Moberly, MO ("Customer") upon such terms and conditions as are set forth below.

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 **Term and Renewal:** The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.
- 2.0 **Fees and Payments:** Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, and hosting Fees, and various transaction Fees as set forth in Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact customer for resolution which will include resubmission up to 3 times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.
- 3.0 **Services Provided; Obligations of Customer to ODFI:** Transactions are placed through Xpress as a third party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress's requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards, or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account

holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

- 4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the continental United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.
- 5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Internet Explorer 8 or Mozilla Fire Fox 2.0.
- 6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.
- 7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.
- 8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software or by other means as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.
- 9.0 Reports: Xpress will provide a detailed report of all funds transfers collected as a result of any and all funds transfers. All reporting will be via the Internet.
- 10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.
- 11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) Each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed

**Confidential. Protected under trade secret.**

to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

- 12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.
- 13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and electronic funds transfer services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.
- 14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.
- 15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.
- 16.0 Governing Law; Attorney' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.
- 17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.
- 18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to customer or to third parties dealing with customer even if Xpress has been advised of the possibility of such damages.
- 19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

**Confidential. Protected under trade secret.**

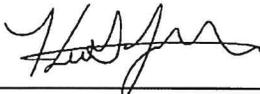
- 20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zion's First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.
  
- 21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**Confidential. Protected under trade secret.**

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

**Accepted by:**

Xpress Solutions Inc.

BY:   
(Authorized Signature)

Keith Jenkins  
(Print or Type Name)

TITLE: President/CEO

DATE: 8/9/2022

**Accepted by:**

City of Moberly, MO

BY: \_\_\_\_\_  
(Authorized Signature)

Brian crane  
(Print or Type Name)

TITLE: City Manager

DATE: 10/03/2022

**Confidential. Protected under trade secret.**

EXHIBIT A  
FEES

**Initial Configuration Fees**

- 1. Initial Setup Configuration and Development See Caselle
  - Online Payment Module
  - Auto Pay Module
  - Card Swipe Module
  
- 2. Training (One Full Day's Training) See Caselle  
+ airfare/hotel

NOTE: You shall reimburse roundtrip airfare and hotel stay.
  
- 3. Online Utility Service Signup Form \$500.00
- 4. Online Business License Renewal Display/Payment \$500.00
- 5. Online AR Statements Display/Payment \$500.00

**Recurring Monthly Fees**

- 6. Gateway Fees:
  - Credit Card Processing (per transaction) \$ 0.39
  - EFT Online Payments (per transaction) \$ 0.49
  - EFT Returned Items
    - (Invalid account number or unable to locate account) \$ 6.00
    - (NSF or Closed Account) \$ 12.00
    - (Customer Stop Payment) \$ 30.00
  - Bank Bill Pay (per transaction) \$ 0.25
  - Lock Box Service (per transaction) \* \$ 0.48
  - Integrated Remote Deposit (per transaction) \* \$ 0.36
  - 800 Operator Assisted Payments (per transaction) \$ 0.95
  - 800 IVR Assisted Payments (per transaction) \$ 0.95
  - XBP Deposit Account Withdrawals
    - (6 free per month then \$6.25)
  
- 7. Monthly Support & Hosting \$ 75.00  
 (\$0.015 per billing statement hosted. Minimum \$75.00) minimum
- 8. Monthly Account Keeping Fee \$ 19.00  
 (Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account)

*\* If service is activated*

**Confidential. Protected under trade secret.**

**EXHIBIT B**  
**OPTIONAL EQUIPMENT LIST PRICE LIST**

**Card Swipes**

USB Magnetic Stripe Credit Card Reader	\$ 75.00
USB Keyboard with Integrated Magnetic Credit Card Swipe	\$ 99.00

**Check Scanners**

Panini VisionX 50 Check Scanner	\$ 945.00
Panini VisionX 75 Check Scanner	\$ 1,145.00
Panini VisionX 100 Check Scanner	\$1,345.00

**Miscellaneous**

FMC Checkmate Check Jogger	\$ 249.00
----------------------------	-----------

*\* Please note: prices subject to change at any time without further notice.*

**Confidential. Protected under trade secret.**

**EXHIBIT C**  
**CUSTOMER ACCOUNT INFORMATION**

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: Electronic Deposits

Account Type: Checking

Routing Number:

Account Number:

Bank Name: Central Bank of Moberly

*Redacted for  
Security*

**Confidential. Protected under trade secret.**

**EXHIBIT D**  
**ACCEPTABLE USE POLICY**

**Introduction**

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at [www.xpressbillpay.com/adminPolicy.asp](http://www.xpressbillpay.com/adminPolicy.asp).

**Purpose/Scope**

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

**Policy**

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

**1.1 Prohibited Actions**

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity

**Confidential. Protected under trade secret.**

(including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;
- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pingging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to insure compliance with this Policy generally, and also of this provision specifically.

### 1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

**Confidential. Protected under trade secret.**

### 1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

### 1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

### 1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.  
108 South 700 East  
American Fork, UT 84003  
800-768-7295  
[security@xpressbillpay.com](mailto:security@xpressbillpay.com)

### 1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this Policy hereby and which may viewed at [www.xpressbillpay.com/copyright](http://www.xpressbillpay.com/copyright).

### 1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #5.

Department: Fire

Date: October 3, 2022

**Agenda Item:** A Resolution Authorizing The Submission Of Applications For ARPA Community Revitalization Grant Funding.

**Summary:** The City of Moberly is actively pursuing other avenues of revenue that may be utilized towards the project costs for the building of a new fire station and the re-modeling of the current station 1. These funds, if awarded can be utilized to stretch the City of Moberly’s current ARPA Funds that been marked for this project. These funds are monies from the State of Missouri ARPA Funds.

**Recommended**

**Action:** Approve the Resolution.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** 0.00

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

**BILL NO:** \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR ARPA COMMUNITY REVITALIZATION GRANT FUNDING.**

**WHEREAS**, City staff seeks authorization to make application to the Missouri Department of Economic Development for ARPA Community Revitalization Grant funding; and

**WHEREAS**, grant funds would be used to fund proposed improvements to City fire stations and the police department building; and

**WHEREAS**, the Mark Twain Regional Council of Governments is proficient at making grant funding applications of this type and could assist City staff in this endeavor.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby directs the City Manager or his designee to make an application to the Missouri Department of Economic Development for ARPA Grant funding through the Community Revitalization program and further authorizes the City Manager to take such other and further actions necessary to carry out the purposes of this resolution.

**RESOLVED** this 3rd day of October, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



Missouri Department of  
**Economic Development**

# COMMUNITY REVITALIZATION GRANT

*Program Guidelines | Revised: June 27, 2022*

## Table of Contents

**PROGRAM GUIDELINES** ..... 3

**1. Purpose** ..... 3

**2. Timeline** ..... 3

**3. Funding categories** ..... 3

**4. Recipients** ..... 4

    4.1 ELIGIBLE RECIPIENTS ..... 4

    4.2 INELIGIBLE RECIPIENTS ..... 4

**5. Beneficiaries** ..... 4

    5.1 IMPACTED CLASSES ..... 4

    5.2 DISPROPORTIONATELY IMPACTED CLASSES ..... 5

**6. Activities** ..... 5

    6.1 ELIGIBLE ACTIVITIES ..... 5

        6.1.1 Impacted Households and Communities ..... 5

        6.1.2 Disproportionately Impacted Households and Communities ..... 6

        6.1.3 Disproportionately Impacted Small Businesses ..... 6

        6.1.4 Impacted Industries ..... 6

    6.2 ADDITIONAL ACTIVITIES ..... 6

    6.3 INELIGIBLE ACTIVITIES ..... 6

**7. Project Budget** ..... 7

    7.1 ELIGIBLE TIME PERIOD ..... 7

    7.2 MINIMUM AND MAXIMUM AWARDS ..... 7

    7.3 ELIGIBLE COSTS ..... 7

        7.3.1 Project Administration ..... 7

        7.3.2 Capital Expenditures ..... 8

    7.4 INELIGIBLE COSTS ..... 8

    7.5 MATCHING FUNDS ..... 9

- 7.5.1 Eligible Match ..... 9
- 7.5.2 Documenting Matching Funds..... 9
- 7.5.3 Needs-based Modification of Match..... 10
- 8. Selection Criteria..... 10**
- 8.1 ELIGIBILITY REQUIREMENTS ..... 10
- 8.2 SCORING FACTORS ..... 10
- 8.2.1 Scoring Process ..... 11
- 9. Application Preparation ..... 11**
- 9.1 USING THE ARPA GRANT PORTAL ..... 11
- 9.1.1 Creating an Account ..... 11
- 9.1.2 Submitting Multiple Applications..... 11
- 9.1.3 Submitting on behalf of an Eligible Recipient ..... 11
- 9.2 REQUIRED DOCUMENTATION..... 11
- 9.3 REQUIRED NARRATIVE ..... 11
- 9.3.1 Project Overview Narrative..... 12
- 9.3.2 Past Performance Narrative ..... 12
- 9.3.3 Budget ..... 12
- 9.3.4 Accounting and Financial Systems Narrative ..... 12
- 9.3.5 Community Priority Narrative ..... 12

# PROGRAM GUIDELINES

Community Revitalization Grant | Revised June 27, 2022

## 1. PURPOSE

The Community Revitalization Grant Program will make significant investments in communities of all sizes throughout Missouri. The program will help support major local priorities in order to spur economic recovery today while helping communities build stronger economies for the future.

The Missouri General Assembly appropriated \$100 million to the Department of Economic Development (Department) in House Bill 3020 at § 20.090 (2022).

The program is funded through U. S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds (SLFRF) authorized by the American Rescue Plan Act (ARPA). As a result, the grant must comply with federal requirements outlined in 31 CFR part 35, adopted by the Department of the Treasury.

## 2. TIMELINE

The Department intends to award all funds in one funding round, but may hold additional funding rounds prior to June 30, 2024 to ensure all available funds have been obligated prior to the ARPA funding deadline.

June 27, 2022 | Draft guidelines posted for public comment

July 18, 2022 | Final guidelines posted

August 1, 2022 | Applications made available

October 3, 2022 | Application cycle closes

November 30, 2022 | Anticipated award announcements

*NOTE: Once an application is opened in the portal, Applicants will have 60 days to submit applications.*

## 3. FUNDING CATEGORIES

To ensure geographic diversity in program awards, the Department will make available a certain amount of funds for each [economic region of the state](#).

Central Region: \$15,000,000

Kansas City Region: \$20,000,000

North Region: \$10,000,000

St. Louis: \$20,000,000

Southeast Region: \$10,000,000

Southwest Region: \$15,000,000

Statewide/Multi-Region: \$10,000,000

*To be considered statewide, a project must span two or more geographic regions.*

#### 4. RECIPIENTS

Recipients are the entities receiving funds from the State to carry out the proposed revitalization project.

##### 4.1 ELIGIBLE RECIPIENTS

The following entities are eligible to receive funds from the program, providing the proposed project seeks to impact eligible beneficiaries listed in section 5 of these guidelines:

1. Municipalities (incorporated cities, towns, or villages)
2. Counties
3. Industrial Development Authorities
4. Nonprofit corporations, including, but not limited to:
  - a. Economic Development Organizations (EDO)
  - b. Chambers of Commerce
  - c. Organization established for the purpose of developing affordable housing
  - d. Organization established for the purpose of conducting community development
  - e. Organization established for the purpose of providing food assistance to households
5. Special taxing districts as listed below:
  - a. Community Improvement District (CID)
  - b. Neighborhood Improvement District (NID)

##### 4.2 INELIGIBLE RECIPIENTS

Ineligible recipients for this program include:

1. Private, for-profit organizations
2. Any special taxing district not listed in 4.1.4
3. Any organization that is suspended or debarred

#### 5. BENEFICIARIES

To comply with federal requirements, the proposed project must respond to a negative economic impact experienced by individuals, households, small businesses, or industries due to the COVID-19 public health emergency. Federal regulations refer to these groups as “beneficiaries”. Federal regulations establish certain beneficiaries as being presumed to be negatively economically impacted by COVID-19, and also certain beneficiaries as disproportionately impacted. The distinction is relevant in considering what program, service, or capital expenditure (activities – see section 5) is an eligible response to the negative economic impact of COVID-19.

##### 5.1 IMPACTED CLASSES

Presumed eligible impacted beneficiaries include:

1. Impacted Households and Populations:
  - a. Low-or-moderate income households or communities (LINK TO BE PROVIDED)

- b. Households or populations that experienced unemployment
  - c. Households or populations that experienced increased food or housing insecurity
  - d. Households or populations that qualify for the Children's Health Insurance Program (42 U.S.C. 1397aa et seq.), Childcare Subsidies through the Child Care Development Fund Program (42 U.S.C. 9857 et seq. and 42 U.S.C. 618), or Medicaid (42 U.S.C. 1396 et seq.)
  - e. For affordable housing programs, households or populations that qualify for the National Housing Trust Fund (12 U.S.C.
2. Impacted Industries
- a. Businesses in the travel, tourism or hospitality sectors
  - b. Industries experiencing at least 8 percent employment loss from pre-pandemic levels

5.2 DISPROPORTIONATELY IMPACTED CLASSES

Presumed disproportionately impacted eligible beneficiaries include:

- 1. Disproportionately Impacted Households and Communities:
  - a. Low-income households and communities
  - b. Households residing in Qualified Census Tracts (LINK TO BE PROVIDED)
  - c. Households that qualify for certain federal benefits such as TANF, SNAP, and others outlined in the federal guidelines
- 2. Disproportionately Impacted Small Businesses:
  - a. Small businesses operating in Qualified Census Tracts

**6. ACTIVITIES**

The federal guidelines provide a number of enumerated eligible projects that correspond to the beneficiary classes listed above. These projects are listed below; however, applicants generally have flexibility in designing a project under the Community Revitalization Grant Program.

6.1 ELIGIBLE ACTIVITIES

Primary program activities should align with eligible beneficiaries outlined in section 4 of this document.

6.1.1 *Impacted Households and Communities*

- 1. Development of affordable housing
- 2. Child nutrition programs
- 3. Expansion of food bank facilities and programs
- 4. Creation of new or expansion of temporary residences for people experiencing homelessness
- 5. Emergency housing assistance
- 6. Transitional services to facilitate long-term access to banking
- 7. Financial literacy programs for the unbanked or underbanked

6.1.2 *Disproportionately Impacted Households and Communities*

1. Renovation, rehabilitation, maintenance, or costs to secure vacant and abandoned properties
2. Removal and remediation of environmental contaminants at vacant and abandoned properties
3. Demolition or deconstruction of vacant or abandoned buildings (including residential, commercial, or industrial buildings) paired with greening or other lot improvement as part of a strategy for neighborhood revitalization.
4. Converting vacant or abandoned properties into affordable housing
5. Development of parks and green spaces
6. Development of recreational facilities
7. Creation of sidewalks, crosswalks, streetlights
8. Neighborhood cleanup programs

6.1.3 *Disproportionately Impacted Small Businesses*

1. Rehabilitation of commercial properties
2. Storefront improvements
3. Façade improvements

6.1.4 *Impacted Industries*

1. Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
2. Technical assistance, counseling, or other services to support business planning

6.2 ADDITIONAL ACTIVITIES

In addition to the enumerated activities in section 5.1, applicants may identify COVID-19 negative economic impact on an individual or class and design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified, and reasonably designed to benefit those impacted. In order to prove project eligibility, the applicant must provide quantitative and qualitative data that supports the assertion of impact to identified beneficiaries, and rationalizes project approach to addressing the need.

6.3 INELIGIBLE ACTIVITIES

Grant funds may not be used for the following activities:

1. General infrastructure projects, defined as projects that are roads, streets, and surface transportation infrastructure.
2. Construction of new correctional facilities as a response to an increase in rate of crime.
3. Capital expenditures relating to convention centers or stadiums, as indicated in 31 CFR part 35
4. Recipients may not use funds for a program that undermines practices included in the CDC's guidelines and recommendations for stopping the spread of

COVID-19. This includes programs that impose a condition to discourage compliance with practices in line with CDC guidance.

- 5. SLFRF funds may not be used directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund

## 7. PROJECT BUDGET

Recipients will be required to submit a detailed budget narrative for the project outlining anticipated costs to be submitted for reimbursement through the life of the proposed project.

### 7.1 ELIGIBLE TIME PERIOD

Reimbursement will only be issued for costs paid for between March 3, 2021 and September 30, 2026.

### 7.2 MINIMUM AND MAXIMUM AWARDS

Grants will be subject to the following limitations:

- 1. Grant minimum: \$500,000; and
- 2. Grant maximum: Applicants may request up to the total amount available for the applicable funding category listed in section 3 of this document.

### 7.3 ELIGIBLE COSTS

Recipients will be able to request reimbursement for a wide range of costs associated with the project activities outlined in section 6 of this document. Additional guidance for specific eligible costs will be provided following grant award.

#### 7.3.1 Project Administration

Local Administration is an eligible use of grant funds. The chart below provides per project maximum administration amounts. If it is the intent of the applicant to use Program funds for the purpose of administration, administration activities must be included in project budget as part of the application.

Total Project Cost	Maximum Allowable Administration
Less than \$1 million	4% of Project, up to \$40,000
Greater than or equal to \$1 million, and less than \$5 million	4% of Project, up to \$55,000
Greater than or equal to \$5 million, and less than \$10 million	Up to \$65,000
Greater than or equal to \$10 million*	Up to \$85,000

\*Any project exceeding \$10 million is subject to prevailing wage under Davis-Bacon (<https://www.dol.gov/agencies/whd/government-contracts/construction>). Applicant or Assigns will be responsible for reviewing and maintaining documentation of compliance with labor standard requirements.

Applicants may use dedicated grant administration services in order to facilitate project completion. This may include, but is not limited to services for: procurement, contract management, labor standards, equal opportunity/civil rights, property management, acquisition/relocation, accounting, reporting, and project closeout. Audit costs are budgeted separately from administrative costs.

The choices for the services of (and responsibility for payment of these services), application preparation and any engineer's estimate of cost, preliminary engineering, belong to the Applicant, and is considered a cost of doing business. DED includes no restrictions on who may prepare the application, and the only restriction regarding the choice of engineers or architects is that they must be a registered professional engineer or a registered professional architect in Missouri.

Cities and counties which are member organizations of a regional planning commission (RPC) or council of governments (COG) may contract directly with that RPC or COG if both of the following conditions are met:

1. The ARPA Applicant must:
  - A. Be a dues-paying member in good standing of the RPC or COG for a minimum of 12 consecutive months prior to submitting an application and
  - B. Must be able to provide documentation of its membership in good standing with application
2. The ARPA application was prepared by the RPC or COG.

If the city or county itself, or another third-party entity assisted the city/county with the application preparation, grant administration must then be procured in accordance with 2 CFR 200 requirements. City and county grantees are not required to use the RPC/COG, and may elect to procure for grant administration even if both of the above conditions are met.

### 7.3.2 Capital Expenditures

Treasury will require projects with total expected capital expenditures of \$1 million or greater to undergo additional analysis to justify their use.

The U.S. Treasury guidance on eligible costs is updated regularly; therefore, eligible costs are subject to change. DED reserves the right to make changes to the final determination of grant applicant award standards and amounts.

### 7.4 INELIGIBLE COSTS

The following costs may not be reimbursed by the grant:

1. Any costs incurred prior to March 3, 2021, or after September 30, 2026.
2. Any costs if the Applicants did not follow state and federal procurement requirements.

3. Any costs that have been or will be reimbursed by another federal or state funding stream, insurance, federally insured loan, or other sources of funds not explicitly identified here.
4. Any costs or activities that undermines practices included in the CDC's guidelines and recommendations for stopping the spread of COVID-19.

## 7.5 MATCHING FUNDS

Recipients will be required to contribute at least a 50% match for ARPA funds, unless granted a needs-based modification as described in section 7.1 of these guidelines.

All fund sources, including in-kind contributions (as valued per 2 CFR 200.306), will need to be identified in the submitted project budget, which must include a list of fund sources for the project, and the use of each fund source.

### 7.5.1 Eligible Match

The following are considered eligible match:

1. Local sources of cash or in-kind services
2. Local payment for grant administration services
3. Coronavirus Local Fiscal Recovery Funds (CLFRF) received through ARPA
4. Other non-duplicative uses of Federal fund sources

### 7.5.2 Documenting Matching Funds

Applicants must submit documentation demonstrating capacity to provide the matching funds, to include the local match and financial statements from participating organizations, if applicable.

The applicant must provide documentation that the matching funds will:

1. Be committed to the project
2. Be available as needed, and
3. Not be conditioned or encumbered in any way that may preclude their use consistent with the requirements of this grant program.

To meet these requirements, Applicants must submit, for each source of the matching share, an MOU or similarly authorizing document that is signed by an authorized representative of the organization providing the matching funds.

Appropriate authorizing documents include:

1. A commitment letter;
2. A board resolution; or
3. Equivalent document

Additional documentation may be requested by the Department to substantiate the availability of the matching funds.

Please refer to 2 CFR § 200.306 for restrictions on in-kind contributions and the valuation principles that must be used when valuing in-kind contributions.

7.5.3 Needs-based Modification of Match

Applicants may be eligible for a reduced match below 50% but not less than 20% match of total funding request. If a reduced match is requested, the applicant will need to submit a narrative explaining the need for the request.

Reason for reduced match may include, but is not limited to:

- 1. The community or communities in which the project is located were not eligible to receive federal ARPA funds equal to the required 50% match

Additional reasons may be submitted for consideration. If an applicant is granted a reduced match, the application will receive the maximum available points for match when being scored.

The following factors will not be considered justification for a needs-based modification of match, and/or may result in denial of a modification request:

- 1. The community or communities in which the project is located have already allocated available funding to other projects
- 2. The community or communities in which the project is located turned down potential sources of match, including federal ARPA funds

**8. SELECTION CRITERIA**

The program is a competitive grant. To qualify, recipients must meet all of the eligibility requirements listed in section 8.1 below. Applications will then be scored and ranked based on the criteria listed in section 8.2.

8.1 ELIGIBILITY REQUIREMENTS

Recipients must demonstrate that the proposed project meets the following requirements before their application will be considered for funding.

- 1. The recipient is an eligible entity listed in section 4.1 of these Guidelines;
- 2. The recipient is registered to do business in Missouri if an entity that is required to do so, and is in good standing with the Missouri Secretary of State, ;
- 3. The recipient is not delinquent in taxes owed to the state of Missouri;
- 4. The proposed project will impact one or more eligible beneficiaries listed in section 5.1 of these Guidelines.
- 5. The proposed project includes eligible activities listed in section 6.1 of these Guidelines.

8.2 SCORING FACTORS

Applications meeting the requirements in section 7.1 of these guidelines will be scored and ranked based on the criteria listed in the scorecard in Appendix A of these guidelines.

Funds for each Funding Category listed in section 3 of this document will be awarded based on score from highest to lowest until all funds have been obligated from that category. Should two or more projects score the same, funds will be awarded in the order completed applications were received.

8.2.1 Scoring Process

Scoring will be completed as follows:

- 1. Each application will be reviewed by a combination of internal reviewers within the Department and external reviewers
- 2. Scores will be combined to create one final score for each application
- 3. Applications will be ranked within their respective Funding Category listed in section 3 of this document by total score. Projects will be awarded from highest to lowest until funds for that category are exhausted.

**9. APPLICATION PREPARATION**

The grant application and all supporting documentation must be submitted through the state's ARPA Grant Portal at <https://moarpa.mo.gov/>.

Once applications are made available, applicants will have **60** days to submit complete applications.

9.1 USING THE ARPA GRANT PORTAL

9.1.1 *Creating an Account*

- 1. *[INSTRUCTIONS FOR CREATING AN ACCOUNT]*

9.1.2 *Submitting Multiple Applications*

Recipients wishing to submit multiple projects for grant funding will need to submit multiple applications using their ARPA Grant Portal Account.

9.1.3 *Submitting on behalf of an Eligible Recipient*  
*[INSTRUCTIONS FOR SUBMITTING ON BEHALF OF AN ENTITY]*

9.2 REQUIRED DOCUMENTATION

Applicants will be required to submit documentation to the ARPA Grant Portal demonstrating eligibility and supporting their application narratives. A list of acceptable documentation is contained in Appendix B of these guidelines.

9.3 REQUIRED NARRATIVE

Applicants will be required to submit several detailed narratives to help illustrate the impact of the proposed project, the recipient's experience and capacity, and the level of collaboration and community support.

### 9.3.1 Project Overview Narrative

The applicant's project overview must clearly articulate the following:

1. What eligible beneficiary groups the proposed project will serve.
2. Detailed plans for how the recipient will serve the identified eligible beneficiary groups, including what eligible activities will be undertaken.
3. The ways in which identified project partners will conduct project activities to serve impacted beneficiaries.
4. The number of beneficiaries to be served by the proposed project.
5. Specific, measurable, achievable, relevant, and time bound performance measures that will be tracked to show that the proposed project serves the intended beneficiaries.

### 9.3.2 Past Performance Narrative

The applicant's past performance narrative should clearly detail examples of past projects administered by the recipient that:

1. Exhibit similar federal funding requirements, tracking, monitoring and compliance; AND:
2. Exhibit similar budget to the proposed project; or
3. Exhibit similar numbers of beneficiaries to the proposed project; or
4. Exhibit similar measurable outcomes to those proposed in the current application.

### 9.3.3 Budget

The applicant will be required to submit a budget that includes itemized anticipated costs, clear milestones and timelines for when costs are expected to be paid, and the specific sources and uses of funds.

### 9.3.4 Accounting and Financial Systems Narrative

The accounting and financial systems narrative thoroughly articulates that the recipient has the following in place:

1. Appropriate accounting controls;
2. Financial reporting systems; AND
3. Systems to track beneficiary participation.

### 9.3.5 Community Priority Narrative

Projects should be in alignment with Community Priorities. This should be illustrated in the following manner:

1. The applicant's community priority narrative clearly illustrates broad support for the project across stakeholder groups and outlines how stakeholders will engage beneficiaries of the proposed project.  
AND / OR

2. Demonstrate that project is a continuation of a community priority project that was delayed due to COVID-19 (additional documents demonstrating the impact will be required).

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_ #6.  
 Department: Public Works  
 Date: October 3, 2022

**Agenda Item:** A Resolution Accepting The Bid Of David Allen Construction, LLC., And Authorizing Contracting For Roof Repair At Omar N. Bradley Airport..

**Summary:** The roof on the second floor of the airport offices has been damaged from wind uplift and it is causing water to pool on the roof. Additionally, some wood has been placed under the roof material to allow antennas to be screwed down and this is also ponding water and it has developed some leaks in these areas. The roof needs replaced, and some underlying wood will have to be repaired. We are in a situation where we are installing new metal siding on the building and have most of the metal on the building and need to finish but have determined the roof is beyond repair and has to be torn off and replaced before we can complete metal, as tear off and tossing materials over the side would damage the new metal.

We need to get this completed quickly and have tried to get bids from multiple area roofing contractors. We have bids from JD Roofing for a membrane roof for \$21,000, David Allen for a membrane roof for \$19,300 and a GACO fully adhered roof for \$16,500, with a 25-year warranty. We also were trying to get a bid from Beaverson as he has completed most of the other roofs out there, however he didn't want to complete the tear off. He gave us a price of \$12,750 to install a mule hide membrane roof with 20-year warranty, but we would probably have \$4-5K+ in getting old roof torn off and disposed of, if we could find a contractor to do it.

I have an e-mail from Richard Warren recommending that we select the GACO roof product, as it is a fully adhered surface and wouldn't be subject to the wind uplift problems we have been having on other roofs out there.

Staff is recommending selecting the lowest complete bid of David Allen for the roof replacement on the airport offices for \$16,500. Due to timing, we are asking that it move to the main agenda at the upcoming meeting

**Recommended**

**Action:** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

**ATTACHMENTS:**

Roll Call      Aye      Nay

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

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

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

**A RESOLUTION ACCEPTING THE BID OF DAVID ALLEN CONSTRUCTION, LLC., AND AUTHORIZING CONTRACTING FOR ROOF REPAIR AT OMAR N. BRADLEY AIRPORT.**

**WHEREAS**, City staff requested proposals for removal and replacement of the roof on the airport offices at Omar N. Bradley Airport; and

**WHEREAS**, of the several bids received, the bid of David Allen Construction, LLC., in the amount of \$16,500.00 was the lowest responsible bid; and

**WHEREAS**, City staff believes this to be a fair bid and recommends it be accepted.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the attached bid and authorizes the work described therein and further authorizes contracting with David Allen Construction, LLC., for the removal and replacement of the roof on the airport offices at Omar N. Bradley Airport in the amount of \$16,500.00 and further authorizes all other actions necessary to carry out the intent of this Resolution.

**RESOLVED** this 3rd day of October, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

**Bid Tab for Airport Office Roof Replacement**

<b>Company</b>	<b>Notes</b>	<b>Total</b>
Beaverson	Would not bid tear off	\$12,750.00
JD Quality Roofing		\$21,000.00
David Allen	EPDM Rubber Roof	\$19,300.00
David Allen	Gaco Roof Coating w/25 years warranty	\$16,500.00

# City of Moberly City Council Agenda Summary

Agenda Number: #7.  
 Department: Administration  
 Date: October 3, 2022

**Agenda Item:** A Resolution Accepting Permanent Sewer Easements From Various Owners For The Route JJ Regional Sewer Project.

**Summary:** The city is working on a grant project to connect three permitted sewer system facilities to the city’s sewer system. This project is funded primarily through a grant with DNR. Due to the congestion in the Route JJ ROW, the city is asking residents along the project route to grant the city an easement for the new 4 inch force-main that will be required in a corridor adjacent to the Route JJ ROW. A handful of residents have already executed their easement on their property and the city will need to officially accept these easements from the property owner. This action will officially accept the easements. The addresses of the properties currently granting the easements are:

2816 HIGHWAY JJ	07-8.0-33.0-0.0-000-036.000	Joshua Michael Wisdom
2912 HIGHWAY JJ	07-8.0-33.0-0.0-000-034.000	Phillip Pollard
3040 HIGHWAY JJ	07-8.0-33.0-0.0-000-033.000	William & Jadeania Orr
3192 HIGHWAY JJ	07-8.0-33.0-0.0-000-027.000	Ramona Eileen McCarty
4494 HIGHWAY JJ	07-9.0-32.0-0.0-000-010.000	Andrea Elsbury

**Recommended Action** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**A RESOLUTION ACCEPTING PERMANENT SEWER EASEMENTS FROM VARIOUS OWNERS FOR THE ROUTE JJ REGIONAL SEWER PROJECT.**

**WHEREAS**, the City is acquiring sewer easements from property owners along the path of the Route JJ Regional Sewer Project; and

**WHEREAS**, the following persons have voluntarily provided sewer easements to the City for this purpose: Joshua Michael Wisdom, Phillip Pollard, William and Jadeania Orr, Ramona Eileen McCarty, and Andrea Elsbury; and

**WHEREAS**, attached hereto are the executed Permanent Sewer Easements from the above-named parties which City Staff recommends be accepted by the City Council.

**NOW, THEREFORE**, the City Council of the City of Moberly hereby accepts the attached easements from the parties identified herein and further authorizes the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution.

**RESOLVED** this 3<sup>rd</sup> day of October 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

- 
1. Title: PERMANENT SEWER EASEMENT
  2. Date: 9-26-22
  3. Grantor: Ramona Eileen McCarty, Trustee of the Ramona Eileen McCarty Living Trust
  4. Grantee: City of Moberly, Missouri
  5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270

PERMANENT SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT, Ramona Eileen McCarty, Trustee of the Ramona Eileen McCarty Living Trust in consideration of the sum of One Thousand Two Hundred Dollars (\$1200.00) and other good and valuable consideration to her paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a permanent and exclusive easement for the construction, operation, maintenance, repair, replacement and removal of sewer pipelines, manholes, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, including the right to enter the Grantor land to access such easement, over, under, through, across, in and upon the following described lands in Randolph County, Missouri, to-wit:

*A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN BOOK 808, PAGE 694 AND BEING PART OF THE CARL HAYNES SURVEY RECORDED IN BOOK B VOLUME 1, PAGE 3, LOT 1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT AND WITH THE NORTH LINE THEREOF, SAID STRIP BEING 20 FEET WIDE AND MAINTAINING A UNIFORM WIDTH OF 20 FEET WIDE TO THE NORTHWEST CORNER OF SAID TRACT AND THE END OF THIS DESCRIBED*

GRANTOR'S ACKNOWLEDGMENT

STRIP. THIS STRIP CONTAINS APPROXIMATELY 4,800 SQUARE FEET.

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

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of constructing, operating, repairing, and maintaining said sewer forcemain and appurtenances.
2. The right of Grantee, its agents, employees, or independent contractor to go upon said land, at any time for the purpose of constructing, operating, repairing, or maintaining said sewer forcemain and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.
4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of constructing, operating, repairing or maintaining said sewer forcemain and once Grantee ceases such use this Easement shall terminate.

**SPECIAL CONDITIONS:** The City (Grantee) agrees

- The City agrees that there will be no infrastructure above ground.
- The City of Moberly agrees not to require the Grantor to connect to the public sewer system of the City of Moberly.
- Upon completion of construction, the Grantee will restore the property to as close to the original condition as possible.
- The City of Moberly agrees that it will provide a dormant connection to the sewer and waive any connection fees in the event that the Grantor elects to connect to the system.

**IN WITNESS WHEREOF**, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 26 day of September, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Ramona Eileen McCarty, Trustee, Grantor

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

By: Ramona Eileen McCarty  
Ramona Eileen McCarty, Trustee

ATTEST: \_\_\_\_\_  
Shannon Hance, City Clerk

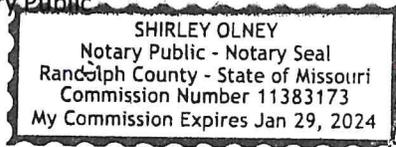
STATE OF MISSOURI            )  
  )  
COUNTY OF RANDOLPH        )

On this 26 day of September, 2022, before me, the undersigned Notary Public, personally appeared Ramona Eileen McCarty to me personally known, who by me being duly sworn, did say that she is the Trustee of Ramona Eileen McCarty Living Trust and that said instrument was signed by her upon authority given her by said corporation and acknowledged that she executed the same as her free act and deed.

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

Shirley Olney  
\_\_\_\_\_  
Notary Public

My commission expires Jan 29, 2024





---

**SANITARY SEWER  
EASEMENT**

THIS AGREEMENT, made this 26 day of September, 2022, by and between William A. Orr and Jadeania S. Orr, husband and wife, (Grantors), and the City of Moberly, Missouri, a Municipal Corporation, **GRANTEE**. Grantee’s mailing address is:

**City of Moberly  
Attn City Manager  
101 Reed St.  
Moberly MO 65270**

WITNESSETH, that the Grantors, in consideration of the sum of **TWO THOUSAND THREE HUNDRED TEN DOLLARS AND NO CENTS (\$2,310.00)** and other good and valuable consideration to them paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a permanent and exclusive easement for the construction, operation, maintenance, repair, replacement and removal of sewer pipelines, manholes, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, including the right to enter the Grantors land to access such easement, over, under, through, across, in and upon the following described lands in Randolph County, Missouri, to-wit:

***See Attached Exhibit "A"  
for Legal***

**GRANTEE**, its successors, and assigns shall have the right of ownership, use, and control of all sanitary sewers, underground pipes, manholes, and all necessary appurtenances on the above-described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the sanitary sewer.

**SPECIAL CONDITIONS:** The City (Grantee) agrees

- 
- The City of Moberly agrees not to require the Grantors to connect to the public sewer system of the City of Moberly.
- Upon completion of construction, the Grantee will restore the property to as close to the original condition as possible.

**Grantors** agree not to obstruct or interfere with Grantee’s use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance, or access to such pipelines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure other than fences on the said easement.

Grantors further state that they are lawfully seized of title to the land through which said easement is granted and that they have good and lawful right to convey said easements to the **GRANTEE** herein.

Grantors, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the Grantors.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in anyway appertaining, unto the City of Moberly, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, this 26 <sup>September</sup> day of 2022

William A Orr  
William A. Orr

Jadeanna Orr  
Jadeanna S. Orr

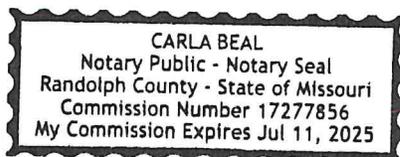
### ACKNOWLEDGMENT

State of Missouri )  
 ) ss  
County of Randolph )

On this 26 day of September in the year 2022, before me, a Notary Public in and for said state, personally appeared William A. Orr, known to me to be the person who executed the within Easement and acknowledged to me that he executed the same for the purposes therein stated.

In Testimony Whereof, I have set my hand and affixed my official seal.

SEAL



Carla Beal  
Notary Public

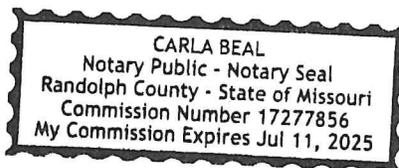
### ACKNOWLEDGMENT

State of Missouri )  
 ) ss  
County of Randolph )

On this 26 day of September in the year 2022, before me, a Notary Public in and for said state, personally appeared Jadeania S. Orr, known to me to be the person who executed the within Easement and acknowledged to me that she executed the same for the purposes therein stated.

In Testimony Whereof, I have set my hand and affixed my official seal.

SEAL



Carla Beal  
Notary Public

EXHIBIT A

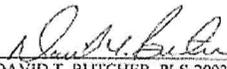
**EASEMENT LEGAL DESCRIPTION**

DESCRIPTION PUBLIC SEWER EASEMENT -- WILLIAM AND JADEANIA ORR TRUST  
FOR CITY OF MOBERLY  
JOB #200700  
PARCEL 16

NOVEMBER 18, 2021

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 902, PAGE 221 AND BEING PART OF THE SURVEY RECORDED IN BOOK B VOLUME 1, PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 18.00 FEET OF THE ABOVE-DESCRIBED TRACT, SAID STRIP BEING 18.00 FEET PARALLEL AND ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ. THIS STRIP CONTAINS APPROXIMATELY 4,960 SQUARE FEET.

  
DAVID T. BUTCHER, PLS-2002014095  
11/18/2021  
DATE



<b>CRACKETT</b> <b>ENGINEERING CONSULTANTS</b> 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000191904	SEWER EASEMENT - WILLIAM & JADEANIA ORR TRUST
	DATE: 11/18/21 PROJECT: 200700	SE 1/4 SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI

\*It is understood that ownership of the property has changed since this document was drafted.

---

**SANITARY SEWER  
EASEMENT**

THIS AGREEMENT, made this 26 day of September, 2022, by and between **Joshua Michael Wisdom**, a Single Person (Grantor), and the City of Moberly, Missouri, a Municipal Corporation, **GRANTEE**.  
Grantee’s mailing address is:

**City of Moberly  
Attn City Manager  
101 Reed St.  
Moberly MO 65270**

WITNESSETH, that the Grantor, in consideration of the sum of **TWELVE HUNDRED DOLLARS AND NO CENTS (\$1200.00)** and other good and valuable consideration to him paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a permanent and exclusive easement for the construction, operation, maintenance, repair, replacement and removal of sewer pipelines, manholes, and appurtenances thereto, including the right and privilege at any time and from time to time to enter upon said easement, including the right to enter the Grantor land to access such easement, over, under, through, across, in and upon the following described lands in Randolph County, Missouri, to-wit:

***See Attached Exhibit "A"  
for Legal***

**GRANTEE**, its successors, and assigns shall have the right of ownership, use, and control of all sanitary sewers, underground pipes, manholes, and all necessary appurtenances on the above-described property and for all proper purposes connected with the installation, use, maintenance, and replacement of the sanitary sewer.

**SPECIAL CONDITIONS:** The City (Grantee) agrees

-

- The City of Moberly agrees not to require the Grantor to connect to the public sewer system of the City of Moberly.
- Upon completion of construction, the Grantee will restore the property to as close to the original condition as possible.

**Grantor** agrees not to obstruct or interfere with Grantee’s use and enjoyment of the easement granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance, or access to such pipelines, manholes, and appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure other than fences on the said easement.

Grantor further states that he is lawfully seized of title to the land through which said easement is granted and that he has good and lawful right to convey said easements to the **GRANTEE** herein.

Grantor, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns of the Grantor.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in anyway appertaining, unto the City of Moberly, Missouri, a Municipal Corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, this 26 <sup>September</sup> day of 2022

  
 \_\_\_\_\_  
 Joshua Michael Wisdom

**ACKNOWLEDGMENT**

State of Missouri )  
 ) ss  
County of Randolph )

On this 26 day of September in the year 2022, before me, a Notary Public in and for said state, personally appeared Joshua Michael Wisdom, known to me to be the person who executed the within Easement and acknowledged to me that he executed the same for the purposes therein stated.

In Testimony Whereof, I have set my hand and affixed my official seal.

Carla Beal  
Notary Public

SEAL

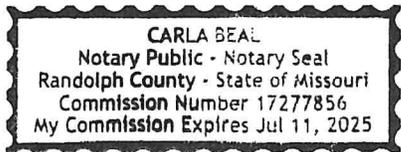


EXHIBIT A

**EASEMENT LEGAL DESCRIPTION**

DESCRIPTION PUBLIC SEWER EASEMENT JOSHUA WISDOM  
FOR CITY OF MOBERLY  
JOB #200700  
PARCEL 12

NOVEMBER 18, 2021

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE TRUSTEES QUIT-CLAIM DEED RECORDED IN BOOK 700, PAGE 155 AND PART OF THE LAND SHOWN IN THE SURVEY RECORDED IN BOOK 569D, PAGE 2 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SURVEY AT THE SOUTH RIGHT OF WAY LINE OF SAID STATE ROUTE JJ, AND WITH THE SOUTH RIGHT OF WAY THEREOF, SAID STRIP BEING 15.00 FEET WIDE AND LYING RIGHT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE, S 53°13'35"E, 75.00 FEET; THENCE SAID STRIP WIDENING TO 20.00 FEET AND LYING RIGHT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE AND CONTINUING S 53°13'35"E, 95.00 FEET; THENCE SAID STRIP NARROWING TO 15.00 FOOT WIDE AND LYING RIGHT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE AND CONTINUING WITH SAID SOUTHERLY RIGHT OF WAY LINE, S 53°13'35"E, 117.51 FEET TO THE EAST LINE OF SAID TRACT AND THE END OF THIS DESCRIBED LINE. SAID STRIP CONTAINING 4,775 SQUARE FEET.

  
DAVID T. BUTCHER, PLS-2002014095  
11/18/2021  
DATE



<b>CROCKETT</b> ENGINEERING CONSULTANTS 1000 W. Nilong Blvd. Building I Columbia, Missouri 65203 (313) 447-0202 www.crockettengineering.com	CORPORATE NUMBER 200051304	SEWER EASEMENT - JOSHUA WISDOM
	DATE: 11/18/21 PROJECT: 200700	SE 1/4 SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI

- 
1. Title: PERMANENT SEWER EASEMENT
  
  2. Date: 09/23/22
  
  3. Grantor: Andrea Elsbury, Single Person
  
  4. Grantee: City of Moberly, Missouri
  
  5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
  
  6. Legal Description:

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN BOOK 918, PAGE 2719 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORHTEAST CORNER OF SAID TRACT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ AND WITH SAID RIGHT OF WAY LINE, SAID STRIP BEING 20.00 FEET WIDE AND LYING LEFT OF AND ADJACENT TO THE FOLLOWING DESCRIBE LINE

162.02 FEET ALONG A 2804.90-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 64°48' 15"W, 161.99 FEET; THENCE SAID STRIP NARROWING TO 15.00 FEET WIDE AND LYING LEFT OF AND ADJACENT TO SAID SOUTH RIGHT OF WAY LINE AND CONTINUING WITH THE NORTH LINE THEREOF 525 FEET TO THE WEST LINE OF SAID TRACT AND THE END OF THIS DESCRIBED LINE. THIS STRIP CONTAINS APPROXIMATELY 11,165 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT**, Andrea Elsbury, single person, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN BOOK 918, PAGE 2719 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORHTEAST CORNER OF SAID TRACT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE JJ AND WITH SAID RIGHT OF WAY LINE, SAID STRIP BEING 20.00 FEET WIDE AND LYING LEFT OF AND ADJACENT TO THE FOLLOWING DESCRIBE LINE 162.02 FEET ALONG A 2804.90-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 64°48' 15"W, 161.99 FEET; THENCE SAID STRIP NARROWING TO 15.00 FEET WIDE AND LYING LEFT OF AND ADJACENT TO SAID SOUTH RIGHT OF WAY LINE AND CONTINUING WITH THE NORTH LINE THEREOF 525 FEET TO THE WEST LINE OF SAID TRACT AND THE END OF THIS DESCRIBED LINE. THIS STRIP CONTAINS APPROXIMATELY 11,165 SQUARE FEET.

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

- 1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing,

reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.

2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.

3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 23 day of September, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantor

By: Brian Crane  
Brian Crane, City Manager

By: Andrea Elsbury  
Andrea Elsbury, Grantor

ATTEST: Shannon Hance  
Shannon Hance, City Clerk

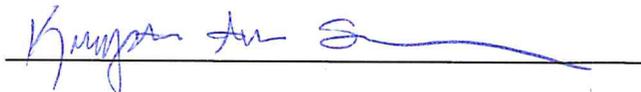
ATTEST: Matt Douglas  
Matt Douglas, Witness

GRANTOR'S ACKNOWLEDGMENT

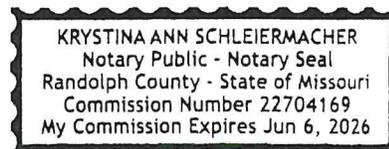
STATE OF MISSOURI )  
 )  
COUNTY OF RANDOLPH )

On this 23 day of September, 2022, before me, the undersigned Notary Public, personally appeared Andrea Elsbury, to me personally known, who by me being duly sworn, did say that he/she is a single person and that said instrument was signed by him/her upon and acknowledged that he/she executed the same as their free act and deed.

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

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

My commission expires 7-6-2026

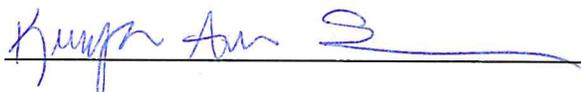


GRANTEE'S ACKNOWLEDGMENT

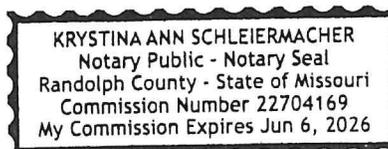
STATE OF MISSOURI )  
 )  
COUNTY OF RANDOLPH )

On this 23 day of September, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

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

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

My commission expires: 7-6-2026



- 
1. Title: PERMANENT SEWER EASEMENT
  
  2. Date: 9-26-22
  
  3. Grantor: Phillip Pollard, Single Person
  
  4. Grantee: City of Moberly, Missouri
  
  5. Mailing Address of Grantee: 101 West Reed Street, Moberly, MO 65270
  
  6. Legal Description:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 400, PAGE 236 AND BEING PART OF THE SURVEY RECORDED IN BOOK B VOLUME 1, PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE JJ, AT THE NORTHEAST CORNER OF SAID TRACT AND WITH THE SOUTHERN RIGHT OF WAY LINE

THEREOF, SAID STRIP BEING 15.00 FEET WIDE AND LYING LEFT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE, 214.22 FEET ALONG A 1850.08-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 61°29'25"W, 214.10 FEET; THENCE SAID STRIP WIDENING TO 24.00 FOOT LEFT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE, AND CONTINUING WITH SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID CURVE 144.05 FEET TO THE END OF THIS DESCRIBED LINE. THIS STRIP CONTAINS APPROXIMATELY 6,600 SQUARE FEET.

PERMANENT SEWER LINE EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT**, Phillip Pollard, single person, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, a permanent easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a sewer line or forcemain extension, and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A STRIP OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 54 NORTH, RANGE 14 WEST, RANDOLPH COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 400, PAGE 236 AND BEING PART OF THE SURVEY RECORDED IN BOOK B VOLUME 1, PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE JJ, AT THE NORTHEAST CORNER OF SAID TRACT AND WITH THE SOUTHERN RIGHT OF WAY LINE THEREOF, SAID STRIP BEING 15.00 FEET WIDE AND LYING LEFT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE, 214.22 FEET ALONG A 1850.08-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD N 61°29'25"W, 214.10 FEET; THENCE SAID STRIP WIDENING TO 24.00 FOOT LEFT OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE, AND CONTINUING WITH SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID CURVE 144.05 FEET TO THE END OF THIS DESCRIBED LINE. THIS STRIP CONTAINS APPROXIMATELY 6,600 SQUARE FEET.

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

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI )  
 )  
COUNTY OF RANDOLPH )

On this 26 day of September, 2022, before me, the undersigned Notary Public, personally appeared Phillip Pollard, to me personally known, who by me being duly sworn, did say that he is a single person and that said instrument was signed by him upon and acknowledged that he executed the same as their free act and deed.

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

Charles Beal

Notary Public

My commission expires July 11, 2025

GRANTEE'S ACKNOWLEDGMENT

STATE OF MISSOURI )  
 )  
COUNTY OF RANDOLPH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, personally appeared Brian Crane, to me personally known, who being by me duly sworn, did say he is the City Manager of the City of Moberly, Missouri, a municipal corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and the said Brian Crane acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_

Notary Public

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

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said sewer line or forcemain extension and appurtenances.

2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said sewer line or forcemain extension and all appurtenances incidental thereto.

3. That Grantor is lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by them which would interfere with the rights granted hereunder; and that they will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.

4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said sewer line and once Grantee ceases such use this Easement shall terminate.

**IN WITNESS WHEREOF**, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this 26 day of September, 2022.

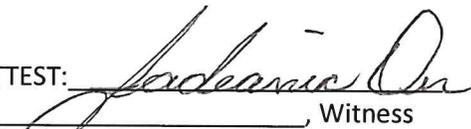
CITY OF MOBERLY, MISSOURI, Grantee

Phillip Pollard, Grantor

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

By:   
Phillip Pollard, Grantor

ATTEST: \_\_\_\_\_  
Shannon Hance, City Clerk

ATTEST:   
\_\_\_\_\_, Witness

# City of Moberly City Council Agenda Summary

Agenda Number: #8.

Department: Public Utilities

Date: October 3, 2022

**Agenda Item:** A Resolution Authorizing An Amendment To The EDA Financial Assistance Award For Infrastructure Improvements.

**Summary:** In 2020, the City of Moberly was awarded an Economic Development Authority (EDA) Grant for six different infrastructure improvement projects within Moberly. These projects represent significant utility improvements to address water, wastewater, and stormwater needs within Moberly. During the design and preconstruction process it was observed that more time would be required to accomplish various tasks necessary prior to project advertisement and award. An extension was applied for and received from EDA. This Amendment #1 formally documents that time extension.

**Recommended**

**Action:** Approve the resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE EDA FINANCIAL ASSISTANCE AWARD FOR INFRASTRUCTURE IMPROVEMENTS.**

**WHEREAS**, on Wednesday, October 14, 2020, the Economic Development Administration of the U.S. Department of Commerce (“EDA”) announced a grant award to the City of Moberly in the amount of \$4,809,787.00 to fund public infrastructure improvements in Moberly, Missouri, which award was accepted by the city in November of 2020; and

**WHEREAS**, circumstances now dictate an amendment to the award conditions in order to revise the project schedule; and

**WHEREAS**, attached hereto is an Amendment to Financial Assistance Award form which must be executed by the Mayor of Moberly in order to amend Financial Assistance Award #05-79-06034.

**NOW, THEREFORE, BE IT RESOLVED** this 3rd day of October, 2022, by the City of Moberly, Missouri, that the Amendment to Financial Assistance Award is hereby approved; and

**BE IT FURTHER RESOLVED** that the Mayor of Moberly, Missouri is hereby authorized to execute and submit the Amendment to Financial Assistance Award on behalf of the City and take such other and further actions as may be necessary to facilitate the Award #05-79-06034.

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

**ATTEST:**

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

AMENDMENT TO SPECIFIC AWARD CONDITIONS  
U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration (EDA)

Provision 4 of the Specific Award Conditions for Financial Assistance Award Number 05-79-06034 is hereby amended as follows:

**4. PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

Item	As Awarded	Amended
Date of Award	September 28, 2020	September 28, 2020
Return of executed <i>Financial Assistance Award</i> (Form CD-450)	no later than 30 calendar days after receipt of Form CD-450	no later than 30 calendar days after receipt of Form CD-450
Start of Construction no later than 24 Months from Date of Award	September 28, 2022	March 28, 2023
Construction Completed no later than 48 Months from Date of Award	September 28, 2024	September 28, 2024
Authorized Award End Date 54 Months from Date of Award	March 27, 2025	March 27, 2025
Submission of final reports, including <i>Federal Financial Report</i> (Form SF-425)	no later than 90 calendar days from the Authorized Award End Date	no later than 90 calendar days from the Authorized Award End Date



**United States Department of Commerce**  
**Economic Development Administration**  
**Denver Regional Office**  
**1244 Speer Boulevard, Suite 431**  
**Denver, Colorado 80204**

#8.

September 12, 2022

In reply refer to:  
Award No. 05-79-06034

Jerry Jeffrey  
Mayor, City of Moberly  
101 West Reed  
Moberly, MO 65270

Re: Infrastructure Improvements  
Financial Assistance Award Amendment No. 1

Dear Mayor Jeffrey,

Attached, please find Amendment No. 1 to the Financial Assistance Award for the City of Moberly Infrastructure Improvements project. The Amendment revises the Project Schedule specified in Specific Award Condition No. 4.

The Start of Construction as state in the Project Schedule has been revised to March 28, 2023 from September 28, 2022.

All other terms and conditions of the Financial Assistance Award shall remain in full force and effect. If the provisions of this Amendment are acceptable, please sign the enclosed Amendment to the Financial Assistance Award and return to:

Katherine Travers, Project Engineer  
ktravers@eda.gov

Should you have any questions, please do not hesitate to contact Katherine at (720) 390-9029.

Sincerely,

Angela B. Martinez  
Regional Director

# AMENDMENT TO FINANCIAL ASSISTANCE AWARD

GRANT     COOPERATIVE AGREEMENT

FEDERAL AWARD ID NUMBER  
05-79-06034 URI:114721

**CFDA NO. AND NAME**

11.307 Economic Adjustment Assistance 2019 Disaster Supplemental Funding

**PROJECT TITLE**

Infrastructure Improvements

**RECIPIENT NAME**

City of Moberly

**AMENDMENT NUMBER**

1

**STREET ADDRESS**

101 West Reed

**EFFECTIVE DATE**

09.12.2022

**CITY, STATE, ZIP CODE**

Moberly, MO 65270

**EXTEND PERIOD OF PERFORMANCE TO  
(IF APPLICABLE)**

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$ 4809787	\$	\$	\$ 4809787
RECIPIENT SHARE OF COST	\$ 1566813	\$	\$	\$ 1566813
TOTAL ESTIMATED COST	\$ 3676600	\$	\$	\$ 3676600

**REASON(S) FOR AMENDMENT.**

Project Schedule Extension for the Start of Construction date.

The City of Moberly may need to use eminent domain (approved by EDA) in order to procure a necessary easement for the North Morley Water Main Project. The condemnation process could take up to six months, which would not allow the City to meet the grant deadline for the Construction Start date. The project schedule change is to move the date for Start of Construction from September 28, 2022, to March 28, 2023. The dates for Construction Completed and Authorized Award End Date will not be extended.

All other terms and conditions of the award shall remain in full force and effect.

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

SPECIFIC AWARD CONDITION(S)

LINE ITEM BUDGET

OTHER(S): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER**

ANGELA MARTINEZ

Digitally signed by ANGELA MARTINEZ

**DATE**

**PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL**

**DATE**

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: Finance  
 Date: October 3, 2022

#9.

**Agenda Item:** A Resolution Authorizing The City Manager To Execute Various Agreements Ancillary To The Xpress Solutions, Inc., Gateway Administrative Services Agreement.

**Summary:** The City will be contracting with Xpress Bill Pay for electronic payment gateway, bill presentment, and other online services. Xpress Bill Pay contracts with numerous entities to provide electronic payment processing, payment conversion, and other similar services. The City of Moberly must contract with these entities in order to allow the data to be handed off to Xpress Bill Pay for processing and integration into the Caselle software. Included here are agreements to convert bank bill payments into electronic payments, credit card processing, and similar services with several vendors. This activity happens behind the scenes and is in turn handed off to Xpress Bill Pay for consolidation and posting to the Caselle software.

**Recommended Action:** Approve the resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE VARIOUS AGREEMENTS ANCILLARY TO THE XPRESS SOLUTIONS, INC., GATEWAY ADMINISTRATIVE SERVICES AGREEMENT.**

**WHEREAS**, the City has authorized an agreement with Xpress Solutions, Inc., to provide services to facilitate customer bill payment by credit card; and

**WHEREAS**, numerous additional agreements are necessary to support the services provided by Xpress Solutions, Inc.; and

**WHEREAS**, attached hereto are the following agreements:

1. First Addendum to the Bill Payment Services contract with U.S. Payments, LLC;
2. Submitter Merchant Payment Processing Instructions and Guidelines with JPMorgan Chase Bank;
3. Convenience Fee Transaction Amendment to Payment Processing Instructions and Guidelines;
4. Government Owned Addendum;
5. Xpress Bill Pay Client Assessment Document;
6. iPay Technologies Merchant Account Setup Form;
7. Metavante Electronic Payment Profile;
8. Fiserv form;
9. Two Path Point Merchant Processing Applications and Agreement; and

**WHEREAS**, staff recommends acceptance of these Agreements.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the Agreements and authorizes the City Manager or his designee to execute the Agreements on behalf of the City and to take such other and further actions necessary to carry out the purposes of this Resolution.

**RESOLVED** this 3rd day of October, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

## MERCHANT PROCESSING APPLICATION AND AGREEMENT

### 1. MPA Information

MPA Version Omaha_WF_Retail_25 07	Location 1 of 1	Sales Office -	Merchant # -	Sales ID # 5001	Print Sales Rep Name Keith Jenkins
Sales Agent ID -					

### 2. Business Information

Client's Business Name (DBA) CITY OF MOBERLY	Location Phone # (660) 269-7659	Location Fax # -	Business Email Address GREGH@CITYOFMOBERLY.COM	Business Website Address WWW.MOBERLYMO.ORG
Business Address 101 W REED STREET Moberly, MO 65270	Attention GREG HODGE	Technical Contact GREG HODGE	Technical Phone (660) 269-7637	Technical Contact Email GREGH@CITYOFMOBERLY.COM
Customer Service Phone (660) 269-7659	Customer Service Email Address GREGH@CITYOFMOBERLY.COM	Business Category Government	Products/Services You Sell NON-UTILITIES	*MCC 9399
Federal Tax ID Type EIN	Federal Tax ID # 436002348	Name (on income tax return) CITY OF MOBERLY	IRS Form W-9 Provided NO	Financials for 2 Years Provided NO

\*If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967 and 7841 (1),

then registration is required with Visa and/or Mastercard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or Mastercard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or Mastercard regulations (2).

(1) Registration for MCC 7841 is only required for non-face-to-face adult content.

(2) Information herein, including applicable MCCs, is subject to change.

### 3. Corporate Information

Client's Corporate/Legal Name CITY OF MOBERLY	Contact Name GREG HODGE	Contact Phone # -	Contact Fax # -	Billing Address 101 W REED STREET Moberly, MO 65270
Send Retrieval Request to Corp/Legal Location	Send Chargebacks to Corp/Legal Location	Send Merchant Monthly Statement to Corp/Legal Location	Statement Hold N - Hard copy statement to merchant	Statement Additional Page Y - Print addl stmt page
Business Start Date 01/01/1866	Business Type Government	State Incorporated Missouri	Chain Code -	Previous Processor -
Reason for Leaving -	Current Statements Provided NO	Advertising Methods Internet, Other		

**NOTE:** Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information).

### 4. Client Visitation

#### Site Info

Site Visitation NO	Zone Business District	Location Isolated	Number of Employees 4	Number of Terminals 1
Is Proper License Visible? YES	License Not Visible Reason -	Merchant Name Site Display Door	Merchant Occupies Ground Floor	Floor Number (If Other selected) -
Number of Floors 1	Remaining Floors Occupied by (None)	Approximate Square Footage 2000+ 89	Customer Deposit Required NO	Deposit % -

Return Policy None	Refund Policy NO	Refund Type -	Day to Submit Credit Transactions 0-3 Days
-----------------------	---------------------	------------------	---

Mail/Telephone Order/Business To Business/Internet Information

% of Order Delivered in 0-7 days 100%	% of Order Delivered in 8-14 days 0%	% of Order Delivered in 15-30 days 0%	% of Order Delivered in Over 30 days 0%
Mail Order/Telephone Order (MOTO) YES	Mastercard/Visa/Discover/Amex Sales Deposit Date of Order	Other Info -	

Does any of your cardholder billing involve automatic renewals or recurring transactions?  
NO

Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant.

5. Owner Information

Provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business.

Owner/Partner/Officer 1

Owner/Partner/Officer Name BRIAN CRANE	Title Director	% of Ownership 0%	Home Phone (660) 269-7663	Owner's Email Address rpalyo@gmail.com
Home Address 101 W REED STREET Moberly, MO 65270	Social Security # -	Date of Birth 01/10/1980	Personal Guarantee NO	

6. Settlement Information

Deposit Bank Name CENTRAL BANK OF MOBERLY	Transit ABA Number <i>Redacted</i>	Deposit Account Number <i>Redacted</i>	ACH Detail Flag Combined	Voided Check/Bank Letter Provided YES
---	---------------------------------------	---	-----------------------------	---

7. Processing Information

Payeezy Indicator NO	Payeezy Effective Date -	Third Party Processor 00 - None	Third Party Processor Name -	Final Auth Indicator 0 - Pre-Authorization
-------------------------	-----------------------------	------------------------------------	---------------------------------	---

Commercial Card Interchange Service  
Y - MasterCard and Visa tax is derived

For merchants using Pass Through Interchange or ERR pricing, your account will include the Commercial Card Interchange Service ("CCIS"). With CCIS, when transactions do not include any tax information, which is a component of Commercial, Business, or Purchasing card acceptance, we will compute the sales tax based on the applicable rate at your location to allow you to obtain the best interchange. When we compute the sales tax on your behalf, you will retain 25% of the interchange savings. If a transaction is partially exempt, you should enter the tax amount. If a transaction is fully exempt, you should send the tax exempt indicator as CCIS applies your local tax rate to the full amount of transactions when the prompt is bypassed.

8. Transaction Information

Annual Mastercard/VISA Credit Sales Volume \$200,000	Annual American Express Credit Sales Volume \$100,000	Annual Discover Credit Sales Volume \$100,000	Average Mastercard/VISA/Discover Ticket \$100
Total Annual Sales Volume \$200,000	Highest Ticket Amount \$3,000		
Transaction Type - Store Front/Swiped 0%	Transaction Type - Internet 100%	Transaction Type - Mail Order 0%	Transaction Type - Telephone Order 0%
Seasonal Merchant NO	Seasonal Period From -	Seasonal Period To -	

9. Grid Information - Internal Use

10. Service Fee Schedule

Entitlements Accepted

Mastercard Credit	✓	Amex OptBlue	✓
Mastercard Non-pin Debit	✓		
Visa Credit	✓		
Visa Non-pin Debit	✓		
Discover Credit	✓		
Discover Debit	✓		

Entitlement Information

Discount Collected Monthly	Statement Interchange Print Option Blank - Use Inter. Fee Prt Opt. in PCF	Amex Direct SE Number	Discover Pass Thru SE Number
		-	-
Voyager Qual Discount #	Bundled Pricing Options	State FNS Number	
-	Option 0 - No Bundled Pricing	-	

Authorization & Capture Transaction Fees

	\$(Per Item)
Mastercard/Visa Auth & Capture Fee	\$0.1500
Discover Network Auth & Capture Fee	\$0.1500
American Express Authorization Per Item	\$0.1500
Voice Authorization	\$1.9500
Electronic AVS Fee	\$0.0000
Voice AVS Fee	\$1.9500

TIN/TFN Regulatory Product Fees

	(\$)
Regulatory Product Bundle Fee	\$1.95
TIN/TFN Invalid	\$9.95

Association Fees

Mastercard Acquirer Support Fee	YES
Mastercard Cross Border Fee	YES
Mastercard Nat'l Acquirer Brand usage (NABU) Fee	YES
VISA Fixed Acquirer Network Fee (FANF)	YES
VISA Acquirer Processing Fee	YES
VISA Misuse of Auth Fee	YES
VISA Int'l Acquirer Fee	YES
VISA Acq ISA Fee	YES
VISA Zero Floor Limit Fee	YES
Discover Int'l Processing Fee	YES
Discover Int'l Service Fee	YES
Discover Data Usage Charge	YES

Pass Thru Interchange (Program Fees)

	Discount(%)	MPG TXN Fee (\$)
Mastercard Qual Credit	0.250%	-
Mastercard Qual Debit	0.250%	-
Visa Qual Credit	0.250%	-
Visa Qual Debit	0.250%	-

	Discount(%)
Discover Qual Credit	0.250%
Discover Qual Debit	0.250%
American Express OptBlue Qual Credit	0.550%

Misc. Fees

Dues and Assessments	NO
Chargeback Fee	\$15.00
Return Transaction Fee	\$0.1500
Batch Fee	\$0.1500
Monthly Statement Fee	\$5.00
ACH Reject Fee	\$25.00
Recurring Fee Amount	\$49.99

Merchant Fee Control

Surcharge	Surcharge Type	Fee
MSTMACUS	MC MRCH ADV US	\$0.03000000
MSTAVSCP	MC ICA AVS CP	\$0.01000000
MSTDIGMX	DGTL ENBMT MAX	\$0.20000000
AMXACCSS	AMX ACCESS FEE	\$0.00000000
MRCAXDSP	AMEX DISPUTE	\$15.00000000
DSCASFEE	ACCNT VRIFCATN	\$0.00250000
MRCMAP01	CLOVER INSIGHTS	\$20.99000000
MRCDSRTL	DSC RETRIEVAL	\$10.00000000
MRCAXRTL	AMEX RETRIEVAL	\$10.00000000
MRCCLCIS	COMM CRD IC SV	75.00000000%
AMXNTWRK	NETWORK FEE	0.16500000%
MRCDTWRE	WIRELESS FEE	\$14.00000000
MSTDIGEN	DIGITAL ENABLE	\$0.02000000
MSTLCTNF	MC LOC FEE	\$0.00000000
VSADADBT	DB DUES ASSESS	0.13000000%
PIN00016	NYCE ANNUAL	\$16.00000000
MSTPIFAV	INTG FATHV FEE	0.25000000%
MSTSECUR	SECURE CD TN	\$0.05000000
PIN00023	PULSE ANNUAL	\$16.00000000
VSAAFDPA	VISA AFD PA NO	\$0.01000000
VSADGWL	DGTL WALT FEE	\$0.10000000
MRCDSDSP	DSC DISPUTE	\$15.00000000
CSTMSTBI	MC BIN ICA	\$0.00780000
MRCCTASV	CLOVER SVC FEE	\$39.00000000
CSTVSABI	VISA BIN ICA	\$0.00100000
PIN00013	STAR ANNUAL	\$16.00000000
MSTPIFAI	INTG FATHI FEE	\$0.04000000
MSTASFEE	ACCOUNT STATUS	\$0.02500000
MSTAVSCN	MC ICA AVS CNP	\$0.01000000
MSTPIUDF	PS INTG UDFEE	\$0.04500000
MSTPIPRE	INTG P ATH FEE	\$0.04500000
MSTIMGFE	PS INTG IMGFEE	\$0.02000000
PIN00024	ACCEL ANNUAL	\$16.00000000
VSADACRD	CR DUES ASSESS	0.14000000%
MSTDIGMN	DGTL ENBMT MIN	\$0.02000000

Surcharge	Surcharge Type	
DSCAUTH	DISC AUTH FEE	\$0.01900000
VSAASFEE	ACCNT VRIFCATN	\$0.00000000
MRCMCFLB	MC DI FALLBACK	\$0.00000000
MRCUNACH	NACHA UNAUTH	\$10.45000000

#9.

### 11. Equipment Details

There are no equipment models selected.

### 12. Agreement Approval

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement. By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application. As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or auto mated electronic computer security screening, by us or our third party vendors. Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hard ware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the unlawful Internet Gambling Enforcement Act, 31 u.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

**Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.**

**Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by FDMS and Bank.**

#### Signature 1

Signature	Print Name	Title	Date
Electronically executed on Sep-19-2022 at 3:54 pm ET [3c1b906e-4219-43fe-aa2d-e8221a72b7eb]	BRIAN CRANE	Director	09/19/2022 3:55:00 PM ET

#### Signature 2

Signature	Print Name	Title	Date
_____	-	-	-

#### Servicer Signature

Signature	Servicers
_____	For First Data Merchant Services LLC and Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.)



# Government Owned Addendum

(Municipal Utilities, Municipalities, Gov't Agencies)

Rev. GOV 11/2015

This Addendum supplements the Merchant Application And/or Agreement executed and submitted by City of Moberly (Merchant Legal Name - "Merchant"). As such, this Addendum shall (i) be deemed incorporated into and a part of Merchant's Application to establish a Merchant account with Paymentech, LLC and JPMorgan Chase Bank, N.A. and (ii) in accordance with such Merchant Application and Agreement, constitute a part of the entire Agreement governing all Merchant accounts.

## FUNCTION

Merchant is a Government Entity. Function of Merchant.  
To provide public services including water & sewer to local citizen base.

Authorized Purpose of Government Entity?  
To provide public services including water & sewer to local citizen base.

## Authorized Representative

I, the undersigned, certify:

- that I am an officer or other authorized representative of the Merchant ("Authorized Representative") and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.
- that I am duly authorized to submit this Addendum and all information contained herein on behalf of the Merchant.

By submitting this Addendum, Merchant, through the undersigned Authorized Representative

- represents and warrants that the person submitting this Addendum is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.
- represents and warrants that all information contained within this Addendum is true, complete and not misleading.

Authorized Representative:

X \_\_\_\_\_  
Signature

**Brian Crane** \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



# **Xpress Bill Pay Client Assessment Document –Adding Additional Biller**

**City of Moberly, MO**

**8/9/22**

650 College Road East  
Princeton, NJ 08540  
T 609.606.3000 F609.606.3266  
[www.orcc.com](http://www.orcc.com)

**TABLE OF CONTENTS**

---

**Section 1. Contact Information ..... 2**  
1.1 Client Contact Information.....2  
1.2 ORCC Contact Information.....2  
**Section 2. Application Services Settings..... 3**  
2.1 Company/ Divisions.....3  
2.3 Account Validation.....3  
3.5 Biller CSI Setup – Reconciliation Reporting .....3

### CONTACT INFORMATION

#### SECTION 1. CONTACT INFORMATION

<b>1.1 Client Contact Information</b>	
Company Name:	Xpress Bill Pay
Address:	108 South 700 East
Address2:	
City, State, ZIP:	American Fork, UT 84033
Customer Service Telephone:	800-768-7295 ext. 1
New Biller to be Add to Lockbox Proper Name: City of Moberly	

<i>Primary Business Contact</i>	<i>Primary IT Contact</i>
Name: Rachel Bond Title: Executive Assistant Phone: 800-768-7295 ext. 1960 Fax: 800-768-7203 Email: rbond@xpressbillpay.com	Name: Keith Jenkins Title: President & CEO Phone: 800-768-7295 ext. 1913 Fax: 800-768-7203 Email: kljenkins@xpressbillpay.com

<b>Primary Customer Service Contact</b>
Name: Susan Farnsworth Title: Training & Implementation Phone: 800-768-7295 ext. 1928 Fax: 800-768-7203 Email: sfarnsworth@xpressbillpay.com

<b>1.2 ORCC Contact Information</b>	
<i>Project Manager</i>	<i>Implementation Manager</i>
Name: Phone: Fax: Email:	Name: Neha Shah Phone: 609-606-3355 Fax: 609-606-3266 Email: <a href="mailto:nshah@orcc.com">nshah@orcc.com</a>



**CLIENT ASSESSMENT DOCUMENT**

**Additional Comments:**

By signing below the client agrees that the information attached is correct, if there are any substantial changes to the information provided this may affect the dates agreed upon for implementation.

*Shirley L. Hodge, Director of Finance*  
CLIENT'S SIGNATURE

9/16/2022  
DATE

\_\_\_\_\_  
IMPLEMENTATION SIGNATURE

\_\_\_\_\_  
DATE



**801 N. Black Branch Rd  
Elizabethtown KY 42701  
Direct 270-737-0590  
Fax 866-489-9989**



**Merchant Account Retrieval System  
(MARS) Setup Form  
Xpress Bill Pay Master**

**Master Biller Contact Information**

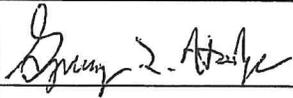
	Contact Information	Technical Contact
Contact Name	Rachel Bond	Keith Jenkins
Telephone Number	800-768-7295 ext. 1960	800-768-7295 ext. 1913
Fax Number	800-768-7203	800-768-7203
E-mail address	rbond@xpressbillpay.com	kljenkins@xpressbillpay.com
Payment Research Number	800-768-7295 ext. 1	

**Organization Contact Information**

Company Name and Alias'	City of Moberly, City of Moberly MO, Moberly, Moberly MO, Moberly City, Moberly City MO, City of Moberly Water, City of Moberly MO Water, Moberly MO Water, Moberly Water, City of Moberly Sewer, City of Moberly MO Sewer, Moberly MO Sewer, Moberly Sewer, City of Moberly Water and Sewer, City of Moberly MO Water and Sewer, Moberly MO Water and Sewer, Moberly Water and Sewer, City of Moberly Utilities, City of Moberly MO Utilities, Moberly MO Utilities, Moberly Utilities, City of Moberly Garbage, City of Moberly MO Garbage, Moberly MO Garbage, Moberly Garbage
Remit To Address	101 W Reed Street Moberly MO 65270
Other Address'	n/a
Telephone Number	660-269-8705
Fax Number	n/a
Contact Name	Greg Hodge
E-mail address	greggh@cityofmoberly.com
Account Number Mask	1-22 Alphanumeric
Xpress' Bill Pay ID	10778

**Deposit Information**

Financial Institution Name	Zions Bank
Phone Number	800-768-7295
Account Number to be Credited	Redacted
Routing Number (ABA)	Redacted
Type of Account	Checking <input checked="" type="checkbox"/> Savings <input type="checkbox"/>

<b>Signature</b> Authorized Merchant Representative		
<b>Name</b> Authorized Merchant Representative	Gregory L. Hodge	<b>Date</b> 9/16/2022

iPay Administrative use only

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. If you are not the named addressee you should not disseminate, distribute or copy this information. If you have received this in error please notify the system manager.

MARS Team:

MID: \_\_\_\_\_

Rcv'd by \_\_\_\_\_

100

Date \_\_\_\_/\_\_\_\_/\_\_\_\_



Bill Payment Service - Electronic Payment Profile

PAYEE AND BANK INFORMATION

Table with 3 columns: Payee Information, Payee Bank Information. Rows include Company Name, File Setup Contact Name, Telephone Number, Fax Number, E-mail Address.

REMIT TO ADDRESS AND ACCOUNT INFORMATION

Table with 2 columns: Payee Information. Rows include Company Name, Company Also Known As, Primary Remit to Address(es), Secondary Remit to Address(es), Account Number Length, Account Number Format, Location of Special Codes.

CHECK DIGIT ROUTINE / ALGORITHM

Standard Mod 10: NA
Standard Rev Mod 10: NA
If you require a custom algorithm, please provide the calculation with this form or include in your file specifications

PAYMENT & FILE SUPPORT CONTACT INFORMATION

Table with 2 columns. Rows include If Payment File is Encrypted Email Delivery, Payment Research Customer Service Number, Payment Research Contact Name/Number, Escalation Customer Service Name/Number, Technical File Support Name, Number/Email, Who to notify when file s will be delayed.

### ELECTRONIC PAYMENT INFORMATION

Required Bank Information for ACH-CIE Credits

Routing Transit Number: \_\_\_\_\_  
 Account Number: \_\_\_\_\_ *Redacted*

Type of Account: DDA  SAV \_\_\_\_\_ OTHER \_\_\_\_\_ (check one)

### PAYMENT POSTING DETAIL

Payment File Pickup Time: 10:30 PM

Manual or Automated File Pickup? Automated

Are payments posted same day or next day from file pickup date? Same Day

What is the latest time you can receive Metavante payment file? \_\_\_\_\_

Can you receive multiple files per day? YES NO  
 If Yes, what times? \_\_\_\_\_

Can payments be posted on Saturday? YES NO

### OTHER INFORMATION

Please provide any payee-specific information or detail not captured elsewhere: **Xpress Bill Pay Customer ID # 10778**

Signature: *Gregory K. Hodge* Director of Finance Date: 9/16/2022

Metavante Corporation  
 Mail Code 1515W2  
 4900 West Brown Deer Road  
 Brown Deer, WI 53223-2422  
 Fax: 414-291-8747  
 Email: [payee.relationship.management@metavante.com](mailto:payee.relationship.management@metavante.com)

### FOR METAVANTE INTERNAL USE ONLY:

Date Form Received	
Received Via:	
Date Payee Contacted/Followed Up:	
Date Payee Setup:	
Payee ID	
Payee Relationship Manager:	
Other:	



**Purpose:** This form should be completed by the Sponsor (Merchant) and submitted to CheckFree prior to contract and/or Implementation.

Any or all of the following Merchant representatives should complete this form:

- Remittance/Billing Representative
- Accounts Receivable/Customer Database Representative
- Bill Processing Representative

<b>City of Moberly GOING THRU XPRESS BILL PAY</b>	
<b>CONTACT:</b> Greg Hodge	<b>ORGANIZATION ID#:</b> 10778
<b>POSITION:</b> Finance Director	<b>FEIN:</b> 43-6002348
<b>EMAIL:</b> greggh@cityofmoberly.com	<b>WEB (IF ANY):</b> <a href="https://www.moberlymo.org/">https://www.moberlymo.org/</a>
<b>PHONE:</b> 660-269-8705	<b>FAX:</b> n/a

**Remittance Addresses**

101 W Reed Street	Moberly MO	65270

**Billers Names (Any name or DBA printed on your remittance coupons)**

City of Moberly	City of Moberly MO	Moberly
Moberly MO	Moberly City	Moberly City MO
City of Moberly Water	City of Moberly MO Water	Moberly Water
Moberly MO Water	City of Moberly Sewer	City of Moberly MO Sewer
Moberly Sewer	Moberly MO Sewer	City of Moberly Water and Sewer
City of Moberly MO Water and Sewer	Moberly Water and Sewer	Moberly MO Water and Sewer
City of Moberly Utilities	City of Moberly MO Utilities	Moberly Utilities
Moberly MO Utilities	City of Moberly Garbage	City of Moberly MO Garbage
Moberly Garbage	Moberly MO Garbage	

**Default Remittance Address**

101 W Reed Street	Moberly MO	65270
<b>**REVERSALS – CKFR FILE TO XPRESS BILLPAY</b>		

**Account Number Information**

How many characters are in the account number? **1-22 Alphanumeric**

Does anything need to be removed from the account number (e.g. dashes, spaces, etc...)?  Yes  No  
 If yes, please explain: **Decimals**

Does the account number have logic associated with it to help in identifying products, locations, etc...?  Yes  No  
 If yes, please explain: **Route Numbers**

Is the account number clearly and completely visible to the customer on the bill?  Yes  No

Are there edit or mod checks associated with the account number?  Yes  No  
 If yes, please attach a copy of the mod calculation.

Are the account numbers static or do they change frequently? **Static**  
 If they change, what action can make it change?

Signature *Gregory L. Hodge, Director of Finance* Date 9/16/2022

First Addendum to the Bill payment Services Contract  
Sponsored Merchant Agreement for American Express

This *First Addendum to Bill Payment Services Contract* is made, executed, delivered and to be effective this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Agreement") by and between U.S. PAYMENTS, LLC an Oklahoma limited liability company ("USP") and City of Moberly ("Client").

Client desires to act as a merchant by offering American Express (AmEx) as a payment method to its customers. USP agrees to act as a sponsor for Client to become a merchant.

By executing this Addendum and agreeing to the Sponsored Merchant Agreement as provided herein, Client is agreeing to the AmEx Merchant Regulations\* and authorizes USP to submit transactions and settle charges to AmEx on behalf of the Client.

USP Pricing for AmEx:

Payments up to \$1,000 .....	\$1.35
Payments \$1,000 to \$1,500 .....	\$1.35 plus 0.6%
Payments >\$1,500.....	1.25%
Processor(s) Gateway fee.....	6-8¢
Return Items .....	\$5.00

City of Moberly (Client)

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

Brian Crane  
*(print full name of authorized signer)*

Its City Manager \_\_\_\_\_ and duly authorized agent "CLIENT."  
*(print capacity in which signed)*

U.S. Payments, LLC (USP)

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

Tim Neece

Its: President and duly authorized agent "USP."

\*Merchant Regulations. The Merchant Regulations set forth the policies and procedures governing the Client's acceptance of the card and can be found at [www.americanexpress.com/merchantpolicy](http://www.americanexpress.com/merchantpolicy). Client shall ensure that its personnel interacting with customers are fully familiar with the Merchant Regulations. The Merchant Regulations are a part of, and are hereby incorporated by reference into, the Agreement. Client agrees to be bound by and accept all provisions in the Merchant Regulations (as changed from time to time)

as if fully set out herein and as a condition of your agreement to accept the card. AmEx has the right to make changes to the Merchant Regulations in scheduled changes and at any time in unscheduled changes. The Merchant Regulations and releases of scheduled changes therein are provided in electronic form, existing at the website specified above.

# City of Moberly City Council Agenda Summary

Agenda Number: #10.

Department: Public Utilities

Date: October 3, 2022

**Agenda Item:** A Resolution Accepting Permanent Water Line Easement From Senevey Properties, LLC.

**Summary:** The city is completing a project to connect water mains in West End intersection to complete a loop and eliminate two water main dead ends. Moberly Utilities staff is performing the construction work. This action will officially accept the easement. The location of the property location for the easement is:

Senevey Properties, LLC, a Missouri Limited Liability Company.

A strip of land being a portion of Lot 11, of Terrill’s Addition to Moberly, Randolph County, Missouri and being more particularly described as follows: Said strip being 15.00 feet wide and lying 15 feet on the right side of and adjacent to the following described line,  
Beginning at the southwest corner of said Lot 11 and with the west line thereof, north 163 feet to the northwest corner of said Lot 11 and the end of this described line.

**Recommended Action:** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**A RESOLUTION ACCEPTING A PERMANENT WATER LINE EASEMENT FROM SENEVEY PROPERTIES, LLC.**

**WHEREAS**, the City Utilities Department was in need of a permanent water line easement on property owned by Senevey Properties, LLC to install permanent water infrastructure; and

**WHEREAS**, Senevey Properties, LLC was willing to voluntarily provide the needed easement in the form attached hereto; and

**WHEREAS**, City staff requests that the Council accept the Easement in the form provided and further authorize the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution and further authorizes the recording of each document.

**NOW, THEREFORE**, the City Council of the City of Moberly hereby accepts the attached easement and further authorizes the Mayor and City Manager to take such other and further action to accomplish the purposes of this Resolution and further authorizes the recording of such easement.

**RESOLVED** this 3rd day of October, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

- 
1. **Title:** PERMANENT WATER LINE EASEMENT
  2. **Date:**
  3. **Grantor:** Senevey Properties, LLC, a Missouri Limited Liability Company
  4. **Grantee:** City of Moberly, Missouri
  5. **Mailing Address of Grantee:** 101 West Reed Street, Moberly, MO 65270
  6. **Legal Description:**

A strip of land being a portion of Lot 11, of Terrill's Addition to Moberly, Randolph County, Missouri and being more particularly described as follows:

Said strip being 15.00 feet wide and lying 15 feet on the right side of and adjacent to the following described line,

Beginning at the southwest corner of said Lot 11 and with the west line thereof, north 163 feet to the northwest corner of said Lot 11 and the end of this described line.

## PERMANENT WATER LINE EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT**, Seveney Properties, LLC, a Missouri Limited Liability Company, hereinafter called the Grantor, for and in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto the City of Moberly, Missouri, a municipal corporation of the State of Missouri, hereafter called Grantee, an easement or right of way for the location, construction, reconstruction, maintenance, removal, operation and repair of a water line and any and all appurtenances incidental thereto on, over, under and through the following described tract of land lying, being and situated in the City of Moberly, Randolph County, Missouri, to-wit:

A strip of land being a portion of Lot 11, of Terrill's Addition to Moberly, Randolph County, Missouri and being more particularly described as follows:

Said strip being 15.00 feet wide and lying 15.00 feet on the right side of and adjacent to the following described line,

Beginning at the southwest corner of said Lot 11 and with the west line thereof, north 163.00 feet to the northwest corner of said Lot 11 and the end of this described line.

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

1. Said easement will be kept free from buildings and any other structures or obstructions which will interfere with the Grantee in using said land for the purpose of erecting, constructing, reconstructing, operating, repairing, and maintaining said water line and appurtenances.
2. The right of Grantee, its agents, servants, employees, or independent contractor to go upon said land, and so much of the Grantor's adjoining land as may be reasonably necessary, at any time for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing, or maintaining said water line and all appurtenances incidental thereto.
3. That Grantor is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the same; that it is free from all encumbrances done or suffered by it which would interfere with the rights granted hereunder; and that it will forever warrant and defend the title thereto against the lawful claims of all affecting the right and easement granted hereunder.
4. Grantee may exercise the rights granted under this instrument so long as Grantee utilizes the real estate above described for the purpose of erecting, constructing, reconstructing, operating, removing, replacing, repairing or maintaining said water line and once Grantee ceases such use this Easement shall terminate.

IN WITNESS WHEREOF, said Grantor does hereunder set his hand and subscribe his name to the foregoing, this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF MOBERLY, MISSOURI, Grantee

Grantor

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

By: Ei Sney

ATTEST: \_\_\_\_\_  
Shannon Hance, City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF MISSOURI )

)

COUNTY OF RANDOLPH )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, to me personally known, who by me being duly sworn, did say he/she is the manager or member or a person authorized by the Limited Liability Company to act on behalf of said company pursuant to the Articles of Organization or Operating Agreement of said company and that said instrument was signed by him/her and acknowledged that he/she executed the same as his/her free act and deed.

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

My commission expires 05/4/2026

Kathy Lynn Hentges  
Notary Public



# City of Moberly City Council Agenda Summary

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

#11.

Department: Finance

Date: October 3, 2022

**Agenda Item:** A Resolution Authorizing The City Manager To Execute A Collateral Control Agreement With Central Trust Bank And US Bank National Association.

**Summary:** Central Bank of Moberly is the City’s contracted bank for all banking services. Funds deposited there regularly total several million dollars. The FDIC provides \$250,000 of insurance for these deposits. State statutes require banks to secure the amounts of public funds in excess of the FDIC limit with CDs purchased by the bank and held in the name of the City. These CDs are typically held by a third-party bank, in our case US Bank National Association, who has acted in this capacity since 2006. In the event that Central Bank becomes insolvent, the City can cash the CDs to recoup its funds. Central Bank’s holding company recently reorganized, rendering the 2006 collateral agreement with US Bank invalid. This new agreement replaces the 2006 agreement.

**Recommended Action:** Approve the Resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COLLATERAL CONTROL AGREEMENT WITH THE CENTRAL TRUST BANK AND U.S. NATIONAL ASSOCIATION.**

**WHEREAS**, this Agreement replaces any previous public fund agreement between the parties; and

**WHEREAS**, previous agreements with affiliate banks and The Central Fund Bank, Jefferson City are no longer valid; and

**WHEREAS**, U.S. National Bank will now be the 3<sup>rd</sup> party custodian for all Central Bank securities that are pledged to the City’s public funds; and

**WHEREAS**, staff recommends acceptance of the Agreement.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby accepts the Agreement and authorizes the City Manager or his designee to execute the Agreement on behalf of the City and to take such other and further actions necessary to carry out the purposes of this Resolution.

**RESOLVED** this 3rd day of October, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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

## US Bank Collateral Agreement.docx

**Backes, Sandy** <sandy.backes@centralbank.net>

09/20/2022 at 05:15 PM

Expires: 12/19/2022 at 04:15 PM

**From:** Backes, Sandy <sandy.backes@centralbank.net>

**Sent:** 09/20/2022 at 05:15 PM

**To:** gregg@cityofmoberly.com , mattd@cityofmoberly.com

**Cc:**

📎 1 Attachment(s) Total 72.1 KB View ^

📎 US Bank Collateral Agreement.docx (72.1 KB) Download

This is to help explain what the attached agreement is for and how to complete it.

This Collateral Control Agreement replaces any previous public fund agreement. Due to the bank's consolidation in October 2021, previous public fund agreements made between the affiliate banks and Central Bank, Jefferson City are no longer valid. US Bank National Association is now the 3<sup>rd</sup> party custodian for all Central Bank securities that are pledged to your public fund entity.

Below are the notes for the sections that need to be completed:

- Page 1 - bottom left Security Party, is the name of the Public Fund Entity and it's address and Tax ID#
- Page 1 - bottom right you will input the contact persons information.
- Page 2 – first tab will be today's date, the 3rd tab is the Public Fund Entity's name, skip the 4<sup>th</sup> tab, on the 5<sup>th</sup> tab enter the date of 7/21/2006 (*this is when US Bank and Central entered into their safekeeping agreement*)
- The next tab will take you to page 6. There are no changes or input needed on pages 3-5.
- Page 6 – tab down to Secured Party and input your Public Fund Entity name, sign, PRINT Name, and Title and Date.
- Page 7 – leave as TBD – as collateral used to pledge is ever changing

- Page 8 – leave as NA – as US Bank will not be charging the Public Fund Entities any fees
- Page 9 -Tab down to Secured Party and enter your Public Fund Entity Name and Address again.

Thank you,  
Sandy Backes  
Central Bank – Investments Operations Coordinator  
sandy.backes@centralbank.net      573-634-1167

**Note:**

The information contained in this message may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.



**COLLATERAL CONTROL AGREEMENT (“AGREEMENT”)**

**U.S. BANK NATIONAL ASSOCIATION (“USBNA”)**

Safekeeping Account 3105280

OWNER INFORMATION		AUTHORIZED REPRESENTATIVES (if any)
Name <b>The Central Trust Bank</b>		1) Name <b>Amanda Bolinger</b>
Name (if joint ownership)		Title <b>VP, Investment Operations</b>
Mailing Address (Street) <b>238 Madison Street</b>		Phone <b>573-634-1304</b>
Mailing Address (P.O. Box) <b>PO Box 779</b>		2) Name
City, State, Zip <b>Jefferson City, MO 65101</b>		Title
Legal Address (if different)		Phone - -
SS# or Tax ID # <b>430975002</b>	Telephone# <b>573-634-1304</b>	

SECURED PARTY (“Secured Party”)		AUTHORIZED REPRESENTATIVES (if any)
Name <b>City of Moberly, Missouri</b>		1) Name <b>Brian Crane</b>
Name (if joint ownership)		Title <b>City Manager</b>
Mailing Address (Street) <b>101 W. Reed St.</b>		Phone <b>660-269-7663</b>
Mailing Address (P.O. Box)		2) Name <b>Greg Hodge</b>
City, State, Zip <b>Moberly, MO 65270</b>		Title <b>Director of Finance</b>
Legal Address (if different)		Phone <b>660-269-7637</b>
SS# or Tax ID # <b>436002348</b>	Telephone# <b>660-269-8705</b>	

### COLLATERAL CONTROL AGREEMENT

This Collateral Control Agreement (“Agreement”) is entered into as of 10/3/2022 between The Central Trust Bank (“Owner”), U.S. Bank National Association (“Bank”) and City of Moberly, Missouri (“Secured Party”).

Owner maintains one or more securities account(s) (“Securities Account(s)”) with Bank pursuant to a safekeeping agreement dated 07/21/2006 between Bank and Owner (“Safekeeping Agreement”). Owner has granted Secured Party a security interest in certain financial assets listed on Exhibit A attached hereto (the “Securities”) held in the Security Account(s). Owner, Secured Party and Bank have agreed to enter into this Agreement to provide for the control of the Collateral (as defined below) by Secured Party in accordance with this Agreement. In consideration of their mutual covenants and promises below, Owner, Secured Party and Bank agree as follows:

**1. Definitions.** The terms below have the following meanings for purposes of the Agreement:

“Collateral” means all of the following: (i) the Securities, (ii) all financial assets arising from the Securities, and (iii) any and all substitutions for and proceeds of the above.

“Final Order” means an order, judgment or decree that represents a final adjudication of the rights of the parties hereto by a court of competent jurisdiction, and that the time for appeal from such order, judgment or decree has expired without an appeal having been validly filed.

“Notice of Exclusive Control” means written notice from Secured Party to Bank that states that Secured Party is thereby exercising exclusive control over the Securities.

**2. Control of Collateral.** Prior to the receipt of a Notice of Exclusive Control, Bank will maintain the Collateral in accordance with the Safekeeping Agreement; provided that without the specific prior written consent of Secured Party Bank will not (i) comply with any instruction or notification from Owner attempting to withdraw or transfer any Collateral, (ii) deliver any Collateral to Owner, or (iii) pay any amounts owing from Bank to Owner with respect to the Collateral. Until Bank receives notice from the Secured Party to the contrary, Secured Party consents to Bank’s payment of all cash interest and dividends to Owner.

**3. Effect of Receipt of Notice of Exclusive Control.** Promptly upon receipt of a Notice of Exclusive Control, Bank will comply with all transfer, redemption and payment notices originated by Secured Party concerning the Collateral and all other requests or instructions from Secured Party regarding disposition or delivery of the Collateral, without further consent or direction from Owner.

**4. Duties of Bank.**

(a) Bank will promptly notify Secured Party and Owner if any other party asserts any claim to, security interest in or lien upon any of the Collateral;

(b) Without Secured Party’s prior written consent in each instance, Bank will not amend or modify the Safekeeping Agreement, other than amendments to reflect ordinary and reasonable changes in Bank’s fees and charges for handling the Securities Account(s); and

(c) Bank will take any action sufficient to reflect Secured Party’s first priority security interest in, and identity of, the Collateral separate and apart from other property in the Securities Account(s) at all times.

**5. Scope of Bank’s Duties.** Owner and Secured Party agree that:

(a) Bank will use reasonable care in carrying out its duties under this Agreement and for purposes of this Agreement “reasonable care” will mean the same degree of care and protection that Bank gives to its own property; provided that such standard of care and protection will in no event be greater

than the standard of care and protection imposed by Article 8 of the Uniform Commercial Code as adopted in Minnesota, Minn. Stat. Ch. 336, Article 8 (the “Code”).

(b) Bank’s duties and responsibilities will be limited to those expressly set forth in this Agreement and the Safekeeping Agreement, and Bank will not be subject to, obliged to recognize, or under duty to monitor or enforce compliance by Owner or Secured Party with, any security agreement or any other agreement between, or direction or instruction of, any or all of the parties hereto;

(c) Except as expressly provided for in this Agreement, Bank makes no representation or warranty, express or implied, including, without limitation, any representation or warranty as to the validity, value (including whether the amount of Collateral has decreased by principal reduction or otherwise), genuineness or collectability of any security or other document or instrument held by or delivered to it in connection with this Agreement;

(d) Bank will not be called upon to advise any party as to selling or retaining, or as to taking or refraining from taking any action with respect to, the Collateral;

(e) Bank will be entitled to rely upon any order, judgment, certification, instruction, notice or other writing delivered to it in compliance with the provisions of this Agreement without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity or service thereof; Bank may act in reliance upon any instrument comporting with the provisions of this Agreement or signature believed by it to be genuine and may assume that any person or entity purporting to give notice or receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so; Bank may act pursuant to the advice of counsel chosen by it with respect to any matter relating to this Agreement and will not be liable for any action taken or omitted in accordance with such advice;

(f) If Bank is uncertain as to its duties or rights hereunder or receives instructions from any of the undersigned with respect to any property held by it pursuant to this Agreement which, in the opinion of Bank, are in conflict with any of the provisions of this Agreement, Bank will be entitled to refrain from taking any action until it is directed by a mutual direction letter executed by Owner and Secured Party or by a Final Order;

(g) If Bank is made a party to any litigation in connection with this Agreement, it will have the right to retain counsel, and will be reimbursed for all reasonable costs and expenses, including its reasonable attorneys’ fees and expenses, incurred in connection therewith; such costs and expenses will be paid one-half by Owner and one-half by Secured Party (provided that Bank will not be entitled to any reimbursement for its fees and expenses incurred as a result of its gross negligence or willful misconduct);

(h) Bank will not be liable hereunder for, and, the Owner and Secured Party jointly and severally agree to indemnify Bank and its officers, directors, employees and agents for, and hold them harmless as to, any loss, liability or expense, including attorneys’ fees and expenses, paid or incurred by Bank in connection with Bank’s duties under this Agreement, unless the losses, liabilities, damages, claims, causes of action or expenses were paid or incurred in violation of or as a result of Bank’s gross negligence or willful misconduct; and

(i) Bank will not be liable for special, consequential or punitive damages even when Bank has been advised of the possibility of such damages.

**6. Owner’s Trading Rights; Suitability and Value.** Secured Party consents to any sale, transfer for value or redemption of any or all of the Securities and to any reinvestment of the proceeds of any sale,

transfer or redemption, as long as the proceeds of any sale, transfer or redemption remain in the Securities Account. Bank will have no obligation to determine the suitability or value of any financial asset held in a Securities Account, and will have no duty to report to Secured Party if the value of any assets in a Securities Account decreases.

7. **Fees.** As consideration for the services provided by Bank, Owner will pay Bank the fees set forth on Exhibit B to this Agreement. Bank may from time to time change the fees charged for the services provided under this Agreement by giving Owner at least 30 days prior written notice.

8. **Termination.** This Agreement will terminate upon: Bank’s release of all the Collateral pursuant to (i) a Notice of Exclusive Control directing Bank to release all of the Collateral to Secured Party, (ii) a Final Order or (iii) a direction letter jointly executed by Owner and Secured Party.

9. **Resignation.** Bank will have the right to resign at any time by giving written notice of its resignation to Owner and Secured Party. Upon Bank’s resignation, Owner and Secured Party will mutually agree upon a successor, which successor will be deemed to be Bank for all purposes of this Agreement. If a successor Bank has not been appointed and accepted appointment by the end of the thirty-day period following the resignation, Bank may apply to any court of competent jurisdiction for the appointment of a successor Bank and deposit the Collateral with the presiding judge of that court (and upon so depositing the property and filing its complaint in interpleader, it will be relieved of all future liability relating to or arising in connection with this Agreement), and the costs, expenses and reasonable attorneys’ fees which Bank incurs in connection with that proceeding will be borne jointly and severally by Owner and Secured Party.

10. **Final Agreement; Amendments and Waivers; and Incorporation By Reference.** This Agreement, and the Safekeeping Agreement constitute the entire understanding among the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. The provisions of this Agreement may only be amended or waived in writing and then that amendment or waiver will be effective only in the specific instance and specific purpose for which given. All exhibits, schedules, riders and amendments to this Agreement are incorporated by reference into this Agreement.

11. **Successors and Assigns.** Secured Party and Owner may not assign this Agreement or any of their rights hereunder without the prior written consent of Bank which consent may not be unreasonably withheld. This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties. This Agreement may be amended or modified only in writing signed by all parties hereto.

12. **Severability of Provisions.** If any provision of this Agreement for any reason is held to be invalid, illegal or unenforceable in any respect, that provision will not affect the validity, legality or enforceability of any other provision of this Agreement.

13. **Counterparts; Facsimile Execution.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, will be deemed to be an original, and all of which, when taken together, will constitute one Agreement. Delivery of an executed counterpart of this Agreement by facsimile will be effective as delivery of a manually executed counterpart of this Agreement.

14. **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered against receipt or upon actual receipt of (i) personal delivery, (ii) delivery by reputable overnight courier, or (iii) delivery by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth on Exhibit C; or to any other address as any party may designate by written notice to all other parties.

**15. Governing Status.** The rights of the parties will be determined under, governed by, and construed in accordance with the internal laws of the State of Minnesota. Bank is a “securities intermediary” with respect to the Securities Account(s) and each Securities Account is a “securities account” within the meaning of the Code. Notwithstanding the terms of any other agreement, Minnesota is Bank’s jurisdiction for the purposes of the Code. Bank expressly agrees that each item of property held in the Securities Account is and will be treated as a “financial asset” within the meaning of the Code.

**16. Arbitration.** All claims, disputes or controversies arising out of or relating to this Agreement or the breach thereof will be settled by arbitration in Minneapolis, Minnesota, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (as supplemented by the Supplementary Procedures for International Commercial Arbitration if either party is from a country other than the United States). In either case, judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**17. Account Changes.** Each of the parties to this Agreement understands and agrees that, from time to time, for administrative reasons or otherwise, the number of the Securities Account(s) may change. This Agreement will apply, and the term “Securities Account(s)” as used in this Agreement will include, the Securities Account(s) as renumbered from time to time as well as any successor or replacement account(s) into which the Securities Account(s) may be converted from time to time, provided however, that Bank will provide notice to Secured Party of any renumbering or conversion.

\* \* \*

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date set forth in the first paragraph hereof.

**OWNER:** The Central Trust Bank,  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name: **Amanda Bolinger**  
Title: **VP, Investment Operations**  
Date: \_\_\_\_\_

**BANK:** **U.S. Bank National Association,**  
a national banking association  
By: \_\_\_\_\_  
Name:  
Title:  
Date : \_\_\_\_\_

**SECURED PARTY:** City of Moberly, Missouri,  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name: **Brian Crane**  
Title: **City Manager**  
Date: \_\_\_\_\_

EXHIBIT A  
SECURITIES

TBD

**EXHIBIT B**  
**FEES**

NA

EXHIBIT C  
ADDRESSES FOR NOTIFICATIONS

BANK

U.S. Bank National Association  
Safekeeping Department  
BC-MN-H18R  
800 Nicollet Mall  
Minneapolis, MN 55402-7020

OWNER

The Central Trust Bank  
Attn: Investment Operations  
238 Madison Street  
PO Box 779  
Jefferson City, MO 65101

SECURED PARTY

City of Moberly, Missouri  
Attn: Director of Finance  
101 W. Reed St.  
Moberly, MO 65270

# City of Moberly City Council Agenda Summary

Agenda Number: #12.  
 Department: Community Development  
 Date: October 3, 2022

**Agenda Item:** A Resolution Authorizing The Submission Of Applications For ARPA Community Revitalization Grant Funding.

**Summary:** The City of Moberly is actively pursuing funding for the renovation of the Fennel facility through the Community Revitalization ARPA funds. We have to show how this effort is the direct result of a negative impact due to Covid. The goal is to add up to 11 hotel rooms in the upper level that would be managed by a third party. The negative impact from Covid is that our downtown hotel project was lost due to the onset of Covid and its impact on the industry.

**Recommended**

**Action:** Approve this Resolution.

**Fund Name:** N/A

**Account Number:** N/A

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

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

**BILL NO:** \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR ARPA COMMUNITY REVITALIZATION GRANT FUNDING.**

**WHEREAS**, City staff seeks authorization to make application to the Missouri Department of Economic Development for ARPA Community Revitalization Grant funding; and

**WHEREAS**, grant funds would be used to fund proposed improvements to City Community Development for renovation of the Fennel facility; and

**WHEREAS**, the Mark Twain Regional Council of Governments is proficient at making grant funding applications of this type and could assist City staff in this endeavor.

**NOW, THEREFORE**, the Moberly, Missouri, City Council hereby directs the City Manager or his designee to make an application to the Missouri Department of Economic Development for ARPA Grant funding through the Community Revitalization program and further authorizes the City Manager to take such other and further actions necessary to carry out the purposes of this resolution.

**RESOLVED** this 3rd day of October, 2022, by the Council of the City of Moberly, Missouri.

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

**ATTEST:**

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



# COMMUNITY REVITALIZATION GRANT

Program Guidelines | Revised: June 27, 2022

## Table of Contents

- PROGRAM GUIDELINES ..... 3**
- 1. Purpose ..... 3**
- 2. Timeline ..... 3**
- 3. Funding categories ..... 3**
- 4. Recipients ..... 4**
  - 4.1 ELIGIBLE RECIPIENTS ..... 4
  - 4.2 INELIGIBLE RECIPIENTS ..... 4
- 5. Beneficiaries ..... 4**
  - 5.1 IMPACTED CLASSES ..... 4
  - 5.2 DISPROPORTIONATELY IMPACTED CLASSES ..... 5
- 6. Activities ..... 5**
  - 6.1 ELIGIBLE ACTIVITIES ..... 5
    - 6.1.1 Impacted Households and Communities ..... 5
    - 6.1.2 Disproportionately Impacted Households and Communities ..... 6
    - 6.1.3 Disproportionately Impacted Small Businesses ..... 6
    - 6.1.4 Impacted Industries ..... 6
  - 6.2 ADDITIONAL ACTIVITIES ..... 6
  - 6.3 INELIGIBLE ACTIVITIES ..... 6
- 7. Project Budget ..... 7**
  - 7.1 ELIGIBLE TIME PERIOD ..... 7
  - 7.2 MINIMUM AND MAXIMUM AWARDS ..... 7
  - 7.3 ELIGIBLE COSTS ..... 7
    - 7.3.1 Project Administration ..... 7
    - 7.3.2 Capital Expenditures ..... 8
  - 7.4 INELIGIBLE COSTS ..... 8
  - 7.5 MATCHING FUNDS ..... 9

- 7.5.1 Eligible Match ..... 9
- 7.5.2 Documenting Matching Funds..... 9
- 7.5.3 Needs-based Modification of Match..... 10
- 8. Selection Criteria..... 10**
- 8.1 ELIGIBILITY REQUIREMENTS ..... 10
- 8.2 SCORING FACTORS ..... 10
- 8.2.1 Scoring Process ..... 11
- 9. Application Preparation ..... 11**
- 9.1 USING THE ARPA GRANT PORTAL ..... 11
- 9.1.1 Creating an Account ..... 11
- 9.1.2 Submitting Multiple Applications..... 11
- 9.1.3 Submitting on behalf of an Eligible Recipient ..... 11
- 9.2 REQUIRED DOCUMENTATION..... 11
- 9.3 REQUIRED NARRATIVE ..... 11
- 9.3.1 Project Overview Narrative..... 12
- 9.3.2 Past Performance Narrative ..... 12
- 9.3.3 Budget ..... 12
- 9.3.4 Accounting and Financial Systems Narrative ..... 12
- 9.3.5 Community Priority Narrative ..... 12

# PROGRAM GUIDELINES

Community Revitalization Grant | Revised June 27, 2022

## 1. PURPOSE

The Community Revitalization Grant Program will make significant investments in communities of all sizes throughout Missouri. The program will help support major local priorities in order to spur economic recovery today while helping communities build stronger economies for the future.

The Missouri General Assembly appropriated \$100 million to the Department of Economic Development (Department) in House Bill 3020 at § 20.090 (2022).

The program is funded through U. S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds (SLFRF) authorized by the American Rescue Plan Act (ARPA). As a result, the grant must comply with federal requirements outlined in 31 CFR part 35, adopted by the Department of the Treasury.

## 2. TIMELINE

The Department intends to award all funds in one funding round, but may hold additional funding rounds prior to June 30, 2024 to ensure all available funds have been obligated prior to the ARPA funding deadline.

June 27, 2022 | Draft guidelines posted for public comment

July 18, 2022 | Final guidelines posted

August 1, 2022 | Applications made available

October 3, 2022 | Application cycle closes

November 30, 2022 | Anticipated award announcements

*NOTE: Once an application is opened in the portal, Applicants will have 60 days to submit applications.*

## 3. FUNDING CATEGORIES

To ensure geographic diversity in program awards, the Department will make available a certain amount of funds for each [economic region of the state](#).

Central Region: \$15,000,000

Kansas City Region: \$20,000,000

North Region: \$10,000,000

St. Louis: \$20,000,000

Southeast Region: \$10,000,000

Southwest Region: \$15,000,000

Statewide/Multi-Region: \$10,000,000

*To be considered statewide, a project must span two or more geographic regions.*

**4. RECIPIENTS**

Recipients are the entities receiving funds from the State to carry out the proposed revitalization project.

**4.1 ELIGIBLE RECIPIENTS**

The following entities are eligible to receive funds from the program, providing the proposed project seeks to impact eligible beneficiaries listed in section 5 of these guidelines:

- 1. Municipalities (incorporated cities, towns, or villages)
- 2. Counties
- 3. Industrial Development Authorities
- 4. Nonprofit corporations, including, but not limited to:
  - a. Economic Development Organizations (EDO)
  - b. Chambers of Commerce
  - c. Organization established for the purpose of developing affordable housing
  - d. Organization established for the purpose of conducting community development
  - e. Organization established for the purpose of providing food assistance to households
- 5. Special taxing districts as listed below:
  - a. Community Improvement District (CID)
  - b. Neighborhood Improvement District (NID)

**4.2 INELIGIBLE RECIPIENTS**

Ineligible recipients for this program include:

- 1. Private, for-profit organizations
- 2. Any special taxing district not listed in 4.1.4
- 3. Any organization that is suspended or debarred

**5. BENEFICIARIES**

To comply with federal requirements, the proposed project must respond to a negative economic impact experienced by individuals, households, small businesses, or industries due to the COVID-19 public health emergency. Federal regulations refer to these groups as “beneficiaries”. Federal regulations establish certain beneficiaries as being presumed to be negatively economically impacted by COVID-19, and also certain beneficiaries as disproportionately impacted. The distinction is relevant in considering what program, service, or capital expenditure (activities – see section 5) is an eligible response to the negative economic impact of COVID-19.

**5.1 IMPACTED CLASSES**

Presumed eligible impacted beneficiaries include:

- 1. Impacted Households and Populations:
  - a. Low-or-moderate income households or communities (LINK TO BE PROVIDED)

- b. Households or populations that experienced unemployment
  - c. Households or populations that experienced increased food or housing insecurity
  - d. Households or populations that qualify for the Children's Health Insurance Program (42 U.S.C. 1397aa et seq.), Childcare Subsidies through the Child Care Development Fund Program (42 U.S.C. 9857 et seq. and 42 U.S.C. 618), or Medicaid (42 U.S.C. 1396 et seq.)
  - e. For affordable housing programs, households or populations that qualify for the National Housing Trust Fund (12 U.S.C.
2. Impacted Industries
- a. Businesses in the travel, tourism or hospitality sectors
  - b. Industries experiencing at least 8 percent employment loss from pre-pandemic levels

5.2 DISPROPORTIONATELY IMPACTED CLASSES

Presumed disproportionately impacted eligible beneficiaries include:

- 1. Disproportionately Impacted Households and Communities:
  - a. Low-income households and communities
  - b. Households residing in Qualified Census Tracts (LINK TO BE PROVIDED)
  - c. Households that qualify for certain federal benefits such as TANF, SNAP, and others outlined in the federal guidelines
- 2. Disproportionately Impacted Small Businesses:
  - a. Small businesses operating in Qualified Census Tracts

**6. ACTIVITIES**

The federal guidelines provide a number of enumerated eligible projects that correspond to the beneficiary classes listed above. These projects are listed below; however, applicants generally have flexibility in designing a project under the Community Revitalization Grant Program.

6.1 ELIGIBLE ACTIVITIES

Primary program activities should align with eligible beneficiaries outlined in section 4 of this document.

6.1.1 *Impacted Households and Communities*

- 1. Development of affordable housing
- 2. Child nutrition programs
- 3. Expansion of food bank facilities and programs
- 4. Creation of new or expansion of temporary residences for people experiencing homelessness
- 5. Emergency housing assistance
- 6. Transitional services to facilitate long-term access to banking
- 7. Financial literacy programs for the unbanked or underbanked

6.1.2 *Disproportionately Impacted Households and Communities*

1. Renovation, rehabilitation, maintenance, or costs to secure vacant and abandoned properties
2. Removal and remediation of environmental contaminants at vacant and abandoned properties
3. Demolition or deconstruction of vacant or abandoned buildings (including residential, commercial, or industrial buildings) paired with greening or other lot improvement as part of a strategy for neighborhood revitalization.
4. Converting vacant or abandoned properties into affordable housing
5. Development of parks and green spaces
6. Development of recreational facilities
7. Creation of sidewalks, crosswalks, streetlights
8. Neighborhood cleanup programs

6.1.3 *Disproportionately Impacted Small Businesses*

1. Rehabilitation of commercial properties
2. Storefront improvements
3. Façade improvements

6.1.4 *Impacted Industries*

1. Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
2. Technical assistance, counseling, or other services to support business planning

6.2 ADDITIONAL ACTIVITIES

In addition to the enumerated activities in section 5.1, applicants may identify COVID-19 negative economic impact on an individual or class and design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified, and reasonably designed to benefit those impacted. In order to prove project eligibility, the applicant must provide quantitative and qualitative data that supports the assertion of impact to identified beneficiaries, and rationalizes project approach to addressing the need.

6.3 INELIGIBLE ACTIVITIES

Grant funds may not be used for the following activities:

1. General infrastructure projects, defined as projects that are roads, streets, and surface transportation infrastructure.
2. Construction of new correctional facilities as a response to an increase in rate of crime.
3. Capital expenditures relating to convention centers or stadiums, as indicated in 31 CFR part 35
4. Recipients may not use funds for a program that undermines practices included in the CDC's guidelines and recommendations for stopping the spread of

COVID-19. This includes programs that impose a condition to discourage compliance with practices in line with CDC guidance.

- 5. SLFRF funds may not be used directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund

## 7. PROJECT BUDGET

Recipients will be required to submit a detailed budget narrative for the project outlining anticipated costs to be submitted for reimbursement through the life of the proposed project.

### 7.1 ELIGIBLE TIME PERIOD

Reimbursement will only be issued for costs paid for between March 3, 2021 and September 30, 2026.

### 7.2 MINIMUM AND MAXIMUM AWARDS

Grants will be subject to the following limitations:

- 1. Grant minimum: \$500,000; and
- 2. Grant maximum: Applicants may request up to the total amount available for the applicable funding category listed in section 3 of this document.

### 7.3 ELIGIBLE COSTS

Recipients will be able to request reimbursement for a wide range of costs associated with the project activities outlined in section 6 of this document. Additional guidance for specific eligible costs will be provided following grant award.

#### 7.3.1 Project Administration

Local Administration is an eligible use of grant funds. The chart below provides per project maximum administration amounts. If it is the intent of the applicant to use Program funds for the purpose of administration, administration activities must be included in project budget as part of the application.

Total Project Cost	Maximum Allowable Administration
Less than \$1 million	4% of Project, up to \$40,000
Greater than or equal to \$1 million, and less than \$5 million	4% of Project, up to \$55,000
Greater than or equal to \$5 million, and less than \$10 million	Up to \$65,000
Greater than or equal to \$10 million*	Up to \$85,000

\*Any project exceeding \$10 million is subject to prevailing wage under Davis-Bacon (<https://www.dol.gov/agencies/whd/government-contracts/construction>). Applicant or Assigns will be responsible for reviewing and maintaining documentation of compliance with labor standard requirements.

Applicants may use dedicated grant administration services in order to facilitate project completion. This may include, but is not limited to services for: procurement, contract management, labor standards, equal opportunity/civil rights, property management, acquisition/relocation, accounting, reporting, and project closeout. Audit costs are budgeted separately from administrative costs.

The choices for the services of (and responsibility for payment of these services), application preparation and any engineer's estimate of cost, preliminary engineering, belong to the Applicant, and is considered a cost of doing business. DED includes no restrictions on who may prepare the application, and the only restriction regarding the choice of engineers or architects is that they must be a registered professional engineer or a registered professional architect in Missouri.

Cities and counties which are member organizations of a regional planning commission (RPC) or council of governments (COG) may contract directly with that RPC or COG if both of the following conditions are met:

1. The ARPA Applicant must:
  - A. Be a dues-paying member in good standing of the RPC or COG for a minimum of 12 consecutive months prior to submitting an application and
  - B. Must be able to provide documentation of its membership in good standing with application
2. The ARPA application was prepared by the RPC or COG.

If the city or county itself, or another third-party entity assisted the city/county with the application preparation, grant administration must then be procured in accordance with 2 CFR 200 requirements. City and county grantees are not required to use the RPC/COG, and may elect to procure for grant administration even if both of the above conditions are met.

### 7.3.2 Capital Expenditures

Treasury will require projects with total expected capital expenditures of \$1 million or greater to undergo additional analysis to justify their use.

The U.S. Treasury guidance on eligible costs is updated regularly; therefore, eligible costs are subject to change. DED reserves the right to make changes to the final determination of grant applicant award standards and amounts.

### 7.4 INELIGIBLE COSTS

The following costs may not be reimbursed by the grant:

1. Any costs incurred prior to March 3, 2021, or after September 30, 2026.
2. Any costs if the Applicants did not follow state and federal procurement requirements.

3. Any costs that have been or will be reimbursed by another federal or state funding stream, insurance, federally insured loan, or other sources of funds not explicitly identified here.
4. Any costs or activities that undermines practices included in the CDC's guidelines and recommendations for stopping the spread of COVID-19.

## 7.5 MATCHING FUNDS

Recipients will be required to contribute at least a 50% match for ARPA funds, unless granted a needs-based modification as described in section 7.1 of these guidelines.

All fund sources, including in-kind contributions (as valued per 2 CFR 200.306), will need to be identified in the submitted project budget, which must include a list of fund sources for the project, and the use of each fund source.

### 7.5.1 Eligible Match

The following are considered eligible match:

1. Local sources of cash or in-kind services
2. Local payment for grant administration services
3. Coronavirus Local Fiscal Recovery Funds (CLFRF) received through ARPA
4. Other non-duplicative uses of Federal fund sources

### 7.5.2 Documenting Matching Funds

Applicants must submit documentation demonstrating capacity to provide the matching funds, to include the local match and financial statements from participating organizations, if applicable.

The applicant must provide documentation that the matching funds will:

1. Be committed to the project
2. Be available as needed, and
3. Not be conditioned or encumbered in any way that may preclude their use consistent with the requirements of this grant program.

To meet these requirements, Applicants must submit, for each source of the matching share, an MOU or similarly authorizing document that is signed by an authorized representative of the organization providing the matching funds.

Appropriate authorizing documents include:

1. A commitment letter;
2. A board resolution; or
3. Equivalent document

Additional documentation may be requested by the Department to substantiate the availability of the matching funds.

Please refer to 2 CFR § 200.306 for restrictions on in-kind contributions and the valuation principles that must be used when valuing in-kind contributions.

7.5.3 Needs-based Modification of Match

Applicants may be eligible for a reduced match below 50% but not less than 20% match of total funding request. If a reduced match is requested, the applicant will need to submit a narrative explaining the need for the request.

Reason for reduced match may include, but is not limited to:

- 1. The community or communities in which the project is located were not eligible to receive federal ARPA funds equal to the required 50% match

Additional reasons may be submitted for consideration. If an applicant is granted a reduced match, the application will receive the maximum available points for match when being scored.

The following factors will not be considered justification for a needs-based modification of match, and/or may result in denial of a modification request:

- 1. The community or communities in which the project is located have already allocated available funding to other projects
- 2. The community or communities in which the project is located turned down potential sources of match, including federal ARPA funds

**8. SELECTION CRITERIA**

The program is a competitive grant. To qualify, recipients must meet all of the eligibility requirements listed in section 8.1 below. Applications will then be scored and ranked based on the criteria listed in section 8.2.

8.1 ELIGIBILITY REQUIREMENTS

Recipients must demonstrate that the proposed project meets the following requirements before their application will be considered for funding.

- 1. The recipient is an eligible entity listed in section 4.1 of these Guidelines;
- 2. The recipient is registered to do business in Missouri if an entity that is required to do so, and is in good standing with the Missouri Secretary of State, ;
- 3. The recipient is not delinquent in taxes owed to the state of Missouri;
- 4. The proposed project will impact one or more eligible beneficiaries listed in section 5.1 of these Guidelines.
- 5. The proposed project includes eligible activities listed in section 6.1 of these Guidelines.

8.2 SCORING FACTORS

Applications meeting the requirements in section 7.1 of these guidelines will be scored and ranked based on the criteria listed in the scorecard in Appendix A of these guidelines.

Funds for each Funding Category listed in section 3 of this document will be awarded based on score from highest to lowest until all funds have been obligated from that category. Should two or more projects score the same, funds will be awarded in the order completed applications were received.

8.2.1 Scoring Process

Scoring will be completed as follows:

- 1. Each application will be reviewed by a combination of internal reviewers within the Department and external reviewers
- 2. Scores will be combined to create one final score for each application
- 3. Applications will be ranked within their respective Funding Category listed in section 3 of this document by total score. Projects will be awarded from highest to lowest until funds for that category are exhausted.

**9. APPLICATION PREPARATION**

The grant application and all supporting documentation must be submitted through the state's ARPA Grant Portal at <https://moarpa.mo.gov/>.

Once applications are made available, applicants will have **60** days to submit complete applications.

9.1 USING THE ARPA GRANT PORTAL

9.1.1 *Creating an Account*

- 1. *[INSTRUCTIONS FOR CREATING AN ACCOUNT]*

9.1.2 *Submitting Multiple Applications*

Recipients wishing to submit multiple projects for grant funding will need to submit multiple applications using their ARPA Grant Portal Account.

9.1.3 *Submitting on behalf of an Eligible Recipient*  
*[INSTRUCTIONS FOR SUBMITTING ON BEHALF OF AN ENTITY]*

9.2 REQUIRED DOCUMENTATION

Applicants will be required to submit documentation to the ARPA Grant Portal demonstrating eligibility and supporting their application narratives. A list of acceptable documentation is contained in Appendix B of these guidelines.

9.3 REQUIRED NARRATIVE

Applicants will be required to submit several detailed narratives to help illustrate the impact of the proposed project, the recipient's experience and capacity, and the level of collaboration and community support.

### 9.3.1 Project Overview Narrative

The applicant's project overview must clearly articulate the following:

1. What eligible beneficiary groups the proposed project will serve.
2. Detailed plans for how the recipient will serve the identified eligible beneficiary groups, including what eligible activities will be undertaken.
3. The ways in which identified project partners will conduct project activities to serve impacted beneficiaries.
4. The number of beneficiaries to be served by the proposed project.
5. Specific, measurable, achievable, relevant, and time bound performance measures that will be tracked to show that the proposed project serves the intended beneficiaries.

### 9.3.2 Past Performance Narrative

The applicant's past performance narrative should clearly detail examples of past projects administered by the recipient that:

1. Exhibit similar federal funding requirements, tracking, monitoring and compliance; AND:
2. Exhibit similar budget to the proposed project; or
3. Exhibit similar numbers of beneficiaries to the proposed project; or
4. Exhibit similar measurable outcomes to those proposed in the current application.

### 9.3.3 Budget

The applicant will be required to submit a budget that includes itemized anticipated costs, clear milestones and timelines for when costs are expected to be paid, and the specific sources and uses of funds.

### 9.3.4 Accounting and Financial Systems Narrative

The accounting and financial systems narrative thoroughly articulates that the recipient has the following in place:

1. Appropriate accounting controls;
2. Financial reporting systems; AND
3. Systems to track beneficiary participation.

### 9.3.5 Community Priority Narrative

Projects should be in alignment with Community Priorities. This should be illustrated in the following manner:

1. The applicant's community priority narrative clearly illustrates broad support for the project across stakeholder groups and outlines how stakeholders will engage beneficiaries of the proposed project.  
AND / OR

2. Demonstrate that project is a continuation of a community priority project that was delayed due to COVID-19 (additional documents demonstrating the impact will be required).

# City of Moberly City Council Agenda Summary

Agenda Number: \_\_\_\_\_  
 Department: City Clerk  
 Date: October 3, 2022

#13.

**Agenda Item:** A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

**Summary:** Through the course of regular City operations, debts to various vendors and agencies are incurred. The majority are charged to the City through invoices, other debts are incurred through contractual arrangements for services, financing of purchases, and long-term debt. This resolution approves payment of two types of items; (1) those with due dates within the next two weeks, and (2) for payments that have been made for items with due dates that occurred since the previous appropriation.

**Recommended Action:** Approve this resolution.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget :** N/A

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

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

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

**A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$1,008,407.98.**

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

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$137,678.97.

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$7,100.00.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$63,823.21.

SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$33.00.

SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$7,878.15.

SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$378,919.04.

SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$31,020.04.

SECTION 8: There is hereby appropriated out of the **Perpetual Care Cemetery Sales Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$27.00.

SECTION 9: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$112,921.66.

SECTION 10: There is hereby appropriated out of the **Utilities Replacement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$18,810.00.

SECTION 11: There is hereby appropriated out of the **Route JJ Sewer Extension Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$11,401.00.

SECTION 12: There is hereby appropriated out of the **2021 EDA Grant Projects Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$400.00.

SECTION 13: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$38,403.29.

SECTION 14: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$27,980.22.

SECTION 15: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$26,458.37.

SECTION 16: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$5,910.90.

SECTION 17: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$59,709.76.

SECTION 18: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$13,967.31.

SECTION 19: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$1,508.76.

SECTION 20: There is hereby appropriated out of the **Downtown NID Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 3, 2022 in the amount of \$64,457.30.

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

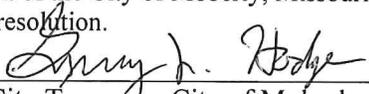
**RESOLVED** this 3rd day of October 2022 by the Council of the City of Moberly, Missouri.

ATTEST:

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

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

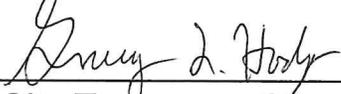
I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

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

**EXPENSES PAID SEPTEMBER 1, 2022 - OCTOBER 3, 2022 FOR THE FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE OCTOBER 3, 2022 APPROPRIATION RESOLUTION TOTAL.**

General Fund	\$ 137,678.97
Non-Resident Lodging Tax Fund	\$ 7,100.00
Payroll Fund	\$ 63,823.21
Solid Waste Fund	\$ 33.00
Heritage Hills Golf Course Fund	\$ 7,878.15
Parks and Recreation Fund	\$ 378,919.04
Airport Fund	\$ 31,020.04
Perpetual Care Cemetery Sales Fund	\$ 27.00
Utilities OP & Maintenance Fund	\$ 112,921.66
Utilities Replacement Fund	\$ 18,810.00
Route JJ Sewer Extension Fund	\$ 11,401.00
2021 EDA Grant Project Fund	\$ 400.00
2004B SRF Bonds Debt Service Fund	\$ 38,403.29
2006A SRF Bonds Debt Service Fund	\$ 27,980.22
2004C Bonds Debt Service Fund	\$ 26,458.37
Emergency Telephone Fund	\$ 5,910.90
Transportation Trust Fund	\$ 59,709.76
Street Improvement Fund	\$ 13,967.31
Downtown CID Property Tax Fund	\$ 1,508.76
Downtown NID Debt Service Fund	\$ 64,457.30
<b>Total</b>	<b>\$ 1,008,407.98</b>

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

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

9/29/2022  
\_\_\_\_\_  
Date

#13.

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
24 DISBURSEMENTS										
91294		9/26/2022		7064	A-1 RENTAL	1,027.86				
91295		9/26/2022		7070	AERZEN RENTAL USA LLC	18,810.00				
91296		9/26/2022		17	AT&T 5001	3,974.75				
91297		9/26/2022		424	BUTLER SUPPLY INC	6,180.03				
91298		9/26/2022		7066	CLASS OF 1961	100.00				
91299		9/26/2022		2951	CUMMINS MID SOUTH LLC	1,927.26				
91300		9/26/2022		6651	E S C I INC	11,990.00				
91301		9/26/2022		7068	ELSBURY ANDREA	4,500.00				
91302		9/26/2022		4347	JOHN DEERE FINANCIAL	.00				VOID:
91303		9/26/2022		4347	JOHN DEERE FINANCIAL	.00				VOID:
91304		9/26/2022		4347	JOHN DEERE FINANCIAL	1,573.06				
91305		9/26/2022		3015	LOWE'S HOME CENTERS, LLC	350.65				
91306		9/26/2022		7009	MAY MILTON & SARAH	1,741.00				
91307		9/26/2022		7069	MCCARTY ROMONA	1,200.00				
91308		9/26/2022		1921	MOBERLY LUMBER INC	.00				VOID:
91309		9/26/2022		1921	MOBERLY LUMBER INC	1,232.71				
91310		9/26/2022		2907	MOBERLY READY MIX	443.00				
91311		9/26/2022		1604	NAPA AUTO PARTS OF MOBERLY	.00				VOID:
91312		9/26/2022		1604	NAPA AUTO PARTS OF MOBERLY	.00				VOID:
91313		9/26/2022		1604	NAPA AUTO PARTS OF MOBERLY	1,723.39				
91314		9/26/2022		2865	NEWMAN SIGNS INC	76.94				
91315		9/26/2022		1072	ORR JADEANIA & WILLIAM	2,310.00				
91316		9/26/2022		2593	RANDOLPH COUNTY RECORDER	69.00				
91317		9/26/2022		6373	REGIONAL MISSOURI BANK	64,457.30				
91318		9/26/2022		2604	SANDERS THOMAS E	50.00				
91319		9/26/2022		6604	STEWART AMANDA	25.00				
91320		9/26/2022		3958	SYN-TECH SYSTEMS, INC	1,675.00				
91321		9/26/2022		4564	TURFMARK SERVICES LLC	19,332.64				
91322		9/26/2022		2921	UTILITY SERVICE CO INC	11,143.00				
91323		9/26/2022		6343	WASTE MANAGEMENT SOLUTIONS	.00				VOID:
91324		9/26/2022		6343	WASTE MANAGEMENT SOLUTIONS	8,707.38				
91325		9/26/2022		2656	WESTLAKE HARDWARE	.00				VOID:
91326		9/26/2022		2656	WESTLAKE HARDWARE	.00				VOID:
91327		9/26/2022		2656	WESTLAKE HARDWARE	.00				VOID:
91328		9/26/2022		2656	WESTLAKE HARDWARE	.00				VOID:
91329		9/26/2022		2656	WESTLAKE HARDWARE	1,444.61				
91330		9/26/2022		2772	WIRELESS USA	337.50				
*	91331	Thru	91344							
91345		10/03/2022		6781	AARONS TINTING SERVICES	2,047.00				
91346		10/03/2022		2903	ABAN PEST CONTROL INC	215.00				
91347		10/03/2022		4693	ADVANCED TURF SOLUTIONS	531.02				
91348		10/03/2022		905	ALL INCLUSIVE REC	1,111.60				
91349		10/03/2022		6120	AMAZON CAPITAL SERVICES	1,020.85				
91350		10/03/2022		6	AMEREN MISSOURI	253.71				
91351		10/03/2022		13	ARROW ENERGY INC	26,802.29				
91352		10/03/2022		30	WOOGEDY LLC	310.50				
91353		10/03/2022		17	AT&T 5001	1,695.06				
91354		10/03/2022		3808	ATCO INTERNATIONAL	295.00				
91355		10/03/2022		970	BANNER FIRE EQUIPMENT INC	686.87				
91356		10/03/2022		23	BARCO MUNICIPAL PRODUCTS INC	463.55				
91357		10/03/2022		6007	BLACKWELL ROD	200.00				

**ACCOUNTS PAYABLE CHECK REGISTER**

#13.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
91358	10/03/2022	3143	BLUE VALLEY PUBLIC SAFETY INC	1,372.29				
91359	10/03/2022	34	BOB'S TIRE, LLC	3,630.00				
91360	10/03/2022	7072	BOGIE BARB	100.00				
91361	10/03/2022	2975	BRENTAG MID SOUTH INC	4,990.68				
91362	10/03/2022	6101	BROWER CHRISTINA	25.00				
91363	10/03/2022	7075	BROWN REGINA	25.00				
91364	10/03/2022	6454	CAPITAL ONE	.00				VOID:
91365	10/03/2022	6454	CAPITAL ONE	1,336.69				
91366	10/03/2022	104	CARTER-WATERS	432.74				
91367	10/03/2022	591	CASON BUILDING MAINTENANCE INC	2,463.70				
91368	10/03/2022	2237	MILLER DARLA L	137.45				
91369	10/03/2022	843	CHEMCO INDUSTRIES INC	972.16				
91370	10/03/2022	1405	CLAYPOOLE NURSERY LLC	156.00				
91371	10/03/2022	2181	COATES STREET PRESBYTERIAN CHU	25.00				
91372	10/03/2022	3063	CONLEY FOREST DO	20.00				
91373	10/03/2022	2645	CORE & MAIN LP	3,077.81				
91374	10/03/2022	7076	CRABTREE ALEXIA	100.00				
91375	10/03/2022	678	CROWN POWER & EQUIPMENT	816.09				
91376	10/03/2022	6854	CUMMINS SALES & SERVICES	930.32				
91377	10/03/2022	5797	DA-COM	209.89				
91378	10/03/2022	6709	DALE COOPER LLC	19,645.00				
91379	10/03/2022	2971	DASH MEDICAL GLOVES INC	118.90				
91380	10/03/2022	194	DMC CONCRETE CONSTRUCTION	59,604.00				
91381	10/03/2022	5902	ENERGY SOLUTIONS PROFESSIONALS	231,386.00				
91382	10/03/2022	3139	EVOQUA WATER TECHNOLOGIES LLC	9,715.58				
91383	10/03/2022	3103	FASTENAL COMPANY	124.89				
91384	10/03/2022	2839	FUSTON TECHNOLOGY LLC	42.98				
91385	10/03/2022	81	GAMETIME	1,649.14				
91386	10/03/2022	3012	GENERAL PRINTING INC	422.54				
91387	10/03/2022	303	GILMORE & BELL PC	500.00				
91388	10/03/2022	6379	GREATLIFE MIDMO LLC	3,709.00				
91389	10/03/2022	988	GULF STATES DISTRIBUTORS	3,350.00				
91390	10/03/2022	1338	HAWKINS INC	1,656.00				
91391	10/03/2022	7079	HERRIN BROOKE	200.00				
91392	10/03/2022	1348	HUNTSVILLE MACHINE LLC	127.32				
91393	10/03/2022	2787	IDEXX DISTRIBUTION CORP	442.97				
91394	10/03/2022	5591	INOVATIA LABORATORIES LLC	1,407.25				
91395	10/03/2022	354	IPMA HR	510.00				
91396	10/03/2022	3514	CHAPPYS, LLC	100.00				
91397	10/03/2022	2964	LEES LAWN CARE & EQUIPMENT LLC	509.29				
91398	10/03/2022	6599	LEHENBAUER DAKOTA	25.00				
91399	10/03/2022	5209	LUSBY MARY	25.00				
91400	10/03/2022	3180	MACK HILS INC	1,482.00				
91401	10/03/2022	679	MARTECK	210.00				
91402	10/03/2022	6994	MARTIN LOGISTICS LLC	3,000.00				
91403	10/03/2022	5285	MCKENZIE PATRICK	25.00				
91404	10/03/2022	2889	MISSOURI DEPART OF CORRECT	937.50				
91405	10/03/2022	3170	MISSOURI DEPT OF PUBLIC SAFETY	20.00				
91406	10/03/2022	1770	MO VOCATIONAL ENTERPRISES	282.00				
91407	10/03/2022	2740	MOBERLY AREA CHAMBER OF COMMER	7,100.00				
91408	10/03/2022	2907	MOBERLY READY MIX	5,212.44				
91409	10/03/2022	4354	MOORE & SHRYOCK LLC	1,400.00				
91410	10/03/2022	5273	MUNICIPAL LEAGUE OF METRO	40.00				

**ACCOUNTS PAYABLE CHECK REGISTER**

#13.

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
91411	10/03/2022	6689	NFM BUYER LLC	3,711.30				
91412	10/03/2022	2822	PEPSI-COLA	973.88				
91413	10/03/2022	5727	PEST PRO SOLUTIONS INC	100.00				
91414	10/03/2022	2596	PLUMB SUPPLY COMPANY-MOB	905.56				
91415	10/03/2022	7090	POLLARD PHILLIP	1,650.00				
91416	10/03/2022	6551	PRO PUMPING & HYDROJETTING LLC	3,054.00				
91417	10/03/2022	6943	RANDOLPH CO SURVEYING & MAPPING	1,300.00				
91418	10/03/2022	4138	RANDOLPH COUNTY 4-H COUNCIL	100.00				
91419	10/03/2022	2590	RANDOLPH COUNTY HEALTH DEPARTM	137.00				
91420	10/03/2022	2593	RANDOLPH COUNTY RECORDER	27.00				
91421	10/03/2022	2593	RANDOLPH COUNTY RECORDER	234.00				
91422	10/03/2022	5751	REMOLE COATINGS LLC	565.00				
91423	10/03/2022	7080	RENO VICKIE	25.00				
91424	10/03/2022	5765	RINEHART KELLY	25.00				
91425	10/03/2022	2601	SAFETY-KLEEN CORP	118.89				
91426	10/03/2022	617	SCHULTE SUPPLY INC	9,695.68				
91427	10/03/2022	4641	SHANE'S DJ & PHOTOGRAPHY SERV	100.00				
91428	10/03/2022	2846	SMITH & LOVELESS INC	19,582.00				
91429	10/03/2022	2610	BRENDLINGER ENTERPRISES INC	1,091.00				
91430	10/03/2022	5318	SMITH VINCENT	315.00				
91431	10/03/2022	5700	STAPLES	559.28				
91432	10/03/2022	6321	SURVEYING & MAPPING LLC	75.00				
91433	10/03/2022	7081	SYFERD TERESA	20.00				
91434	10/03/2022	6818	T & J RESTORATION & WATERPROOF	2,825.00				
91435	10/03/2022	7088	TARGET SOLUTIONS LEARNING	2,870.00				
91436	10/03/2022	7083	TAYLOR DANIEL	25.00				
91437	10/03/2022	7085	THOMPSON BARI	25.00				
91438	10/03/2022	642	TOWN & COUNTRY ABSTRACT CO	1,250.00				
91439	10/03/2022	7087	TROKEY TONYA	100.00				
91440	10/03/2022	4564	TURFMARK SERVICES LLC	74,885.00				
91441	10/03/2022	2223	US CELLULAR	488.48				
91442	10/03/2022	2644	USA BLUE BOOK	125.80				
91443	10/03/2022	6180	VERMEER SALES&SERVICE M.I.,INC	392.67				
91444	10/03/2022	5731	VIKING CIVES MIDWEST INC	7,786.00				
91445	10/03/2022	3007	WESTFALL COMPANY INC	3,250.00				
91446	10/03/2022	2657	WILLIAMS DANIEL J	385.00				
91447	10/03/2022	2772	WIRELESS USA	557.35				
91448	10/03/2022	5294	ZURCHER TIRE INC	626.00				
*20211142								
20211143	9/19/2022	6730	ENTERPRISE FM TRUST	372.51		E-PAY		VOID: SYSTEM ERROR
20211144	9/19/2022	6692	WEX BANK	18,397.23		E-PAY		
20211145	9/19/2022	6730	ENTERPRISE FM TRUST	4,304.79		E-PAY		
20211146	9/23/2022	5783	BANKCARD SERVICES	15,077.61		E-PAY		
20211147	9/23/2022	6	AMEREN MISSOURI	51,422.22		E-PAY		
20211148	9/23/2022	6520	FRANCOTYP-POSTALIA INC	1,000.00		E-PAY		
20211149	9/23/2022	2708	UMB BANK	92,841.88		E-PAY		
20211150	10/03/2022	2591	MOBERLY AREA ECONOMIC DEVELOPM	43,750.00		E-PAY		
20211151	10/03/2022	1800	MO LAGERS	63,823.21		E-PAY		

# ACCOUNTS PAYABLE CHECK REGISTER

#13.

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

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

BANK TOTALS:  
 OUTSTANDING 1,008,407.98  
 CLEARED .00  
 -----  
 BANK 24 TOTAL 1,008,407.98  
  
 \*\*VOIDED\*\* 372.51

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
100 GENERAL FUND	137,678.97	137,678.97	.00	.00
102 NON-RESIDENT LODGING TAX	7,100.00	7,100.00	.00	.00
105 PAYROLL FUND	63,823.21	63,823.21	.00	.00
110 SOLID WASTE FUND	33.00	33.00	.00	.00
114 HERITAGE HILLS GOLF CRSE	7,878.15	7,878.15	.00	.00
115 PARKS & RECREATION FUND	378,919.04	378,919.04	.00	.00
120 AIRPORT FUND	31,020.04	31,020.04	.00	.00
125 PERPETUAL CARE CEM SALES	27.00	27.00	.00	.00
301 UTILITIES OP & MAINT	112,921.66	112,921.66	.00	.00
302 UTILITIES REPLACEMENT	18,810.00	18,810.00	.00	.00
314 ROUTE JJ SEWER EXTENSION	11,401.00	11,401.00	.00	.00
350 2021 EDA GRANT PROJECTS	400.00	400.00	.00	.00
377 2004B SRF BONDS DEBT SERV	38,403.29	38,403.29	.00	.00
378 2006A SRF BONDS DEBT SERV	27,980.22	27,980.22	.00	.00
379 2004C BONDS DEBT SERVICE	26,458.37	26,458.37	.00	.00
400 EMERGENCY TELEPHONE FUND	5,910.90	5,910.90	.00	.00
600 TRANSPORTATION TRUST FUND	59,709.76	59,709.76	.00	.00
601 STREET IMPROVEMENT FUND	13,967.31	13,967.31	.00	372.51
912 DOWNTOWN CID PROP TAX	1,508.76	1,508.76	.00	.00
918 DWNTN NID DEBT SERVICE	64,457.30	64,457.30	.00	.00

# ACCOUNTS PAYABLE CHECK REGISTER

\*\*\* CHECK SUMMARY \*\*\*

#13.

BANK#	BANK NAME	DESCRIPTION
CHECK#		

---

24 DISBURSEMENTS

91294 Thru	91330	Accounts Payable Checks
91331 Thru	91344	Utility Billing Checks
91345 Thru	91448	Accounts Payable Checks

20211143 Thru	20211151	Accounts Payable E-Pay
---------------	----------	------------------------

# City of Moberly City Council Agenda Summary

Agenda Number: #14.  
 Department: Comm. Dev.  
 Date: October 3, 2022

**Agenda Item:** Consideration Of An Appointment To The Electrical Board.

**Summary:** Vacancy is due to the resigning of Deb Derboven with Ameren Missouri. The Electrical Board requires two (2) members. Advertisement has been made and no applications were received; however, after speaking with community members we received an application from Brian Blackburn, and that application is attached.

**Recommended**

**Action:** Appoint one person to the Electrical Board.

**Fund Name:** N/A

**Account Number:** N/A

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

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

### Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: Electric Examiner Date: 9/6/22

Your Name: Brian Blackburn Street Address: 24814 Audrain Road 442, Mexico

Phone number(s): (evening) 573-473-2763 (day) 573-473-2763

Email: bblackburn@ameren.com

Do you live within the corporate limits of City of Moberly? Yes  No

How long have you been a resident of City of Moberly?<sup>n/a</sup> \_\_\_\_\_

Occupation: Distribution Design Consultant Employer: Ameren Missouri

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Previously employed by an Electrical Switchgear manufacturer for 20 years. Have worked for Ameren Missouri in the Moberly division since 2021.

I've worked part-time as an Architectural drafter for 15 years.

What particular contributions do you feel you can make to this board or commission?

Insight on Ameren's Service Manual updates, changes, etc. Will be able to work in parallel when inspecting customer meter bases/services in Moberly.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Chris Long Phone: 660-651-4888
2. Rob Robuck Phone: 660-651-1345
3. Tony Harlan Phone: 660-670-2889

Brian Blackburn  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

# City of Moberly City Council Agenda Summary

Agenda Number: #15.

Department: Fire

Date: October 3, 2022

**Agenda Item:** Consideration Of An Appointment To The Fire Prevention Board.

**Summary:** In October 2022 Board Member Darryl Rasmussen’s term will expire. The Fire Department has had conversation with Mr. Rasmussen where he stated he would like to remain on the board. The term of service is 5 years.

**Recommended**

**Action:** Approve Mr. Rasmussen to the Fire Prevention Board for a term of 5 years.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** 0.00

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



Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.

Name of Board or Commission: Fire Prevention Board of Appeals Date: 9-15-2022

Your Name: Darryl Rasmussen Street Address: 1301 Fisk

Phone number(s): (evening) 660-651-0952 (day) same

Email: rasmprodce@gmail.com

Do you live within the corporate limits of City of Moberly? Yes/No

How long have you been a resident of City of Moberly? 56 years

Occupation: retired/self employed Employer:

Optional Questions (use back of application if necessary)

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

30 years in the fire service

What particular contributions do you feel you can make to this board or commission?

I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:

- 1. Micah Panjoda Phone: 1-660-998-0490
2. Bill Whearty Phone: 1-573-590-2344
3. Robert Cnead Phone: 660-651-0371

Darryl Rasmussen Signature of Applicant

\*Additional Information may be attached to this form.

# City of Moberly City Council Agenda Summary

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

#16.

Department: City Manager

Date: October 3, 2022

**Agenda Item:** Consideration of Appointments To The Moberly Crossings Community Improvement District Board.

**Summary:** In 2011, the City Council created the Moberly Crossings Community Improvement District (the “**District**”) to facilitate the Moberly Crossings project (the “**Development**”). Jim Roberts acted as “Developer” (the “**Developer**”) under the Development Agreement governing the Development (the “**Development Agreement**”). The Development Agreement and the subsequent petition establishing the District (the “**Petition**”) call for a five person board of directors for the District, two of which are selected by the Developer.

In 2022 Roberts transferred his interests in the Development and the Development Agreement to Kale and Jeremey McCubbins, doing business as K & J Investments, LLC. As neither “owner” nor “operator” of property within the District Roberts (as required by the CID Petition) is no longer eligible to serve on the District’s Board of Directors (the “**Board**”) and has resigned the position.

The Petition provides that in the event, for any reason, a director is not able to serve a full term (an “**Exiting Director**”), any resulting vacancy to the Board shall be filled by the prompt appointment by the Mayor and City Council of a director (an “**Interim Director**”) to serve for the remainder of the term of such Exiting Director.

Currently, there is one vacancy on the Board. Roberts’ resignation leaves the Board with a bare quorum of three to conduct business. Consistent with the Development Agreement, Kale and Jeremey McCubbins are each qualified and each desire to serve on the Board. On appointment in accordance with the Petition, each would serve as an “Interim Director” who would serve out the current term of the Exiting Director. The appointments would also provide for a full five member Board.

Accordingly, the current Board requests that the Mayor and City Council appoint Kale and Jeremey McCubbins as Interim Directors to the Moberly Crossings Community Improvement District by adoption of the following motion (or similar):

“Move that Kale and Jeremey McCubbins be appointed as Interim Directors to the Moberly Crossings Community Improvement District.” (the “**Appointing Motion**”).

**Recommended  
Action:**

Adopt the Appointing Motion.

**Fund Name:** N/A

**Account Number:** N/A

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

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